



PROJECT ID: PV678-BCA

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:

Bronx Council on the Arts Facility Renovation Rebid

LOCATION:
BOROUGH:
CITY OF NEW YORK

2700 East Tremont Avenue
Bronx, NY 10461

CONTRACT NO. 1
CONTRACT NO. 2
CONTRACT NO. 3
CONTRACT NO. 4

GENERAL CONSTRUCTION WORK
PLUMBING WORK
HVAC + FIRE PROTECTION WORK
ELECTRICAL WORK

DCA

LTL Architects



Date: March 26, 2015

15-144



February 08, 2016

CERTIFIED MAIL - RETURN RECEIPT REQUEST

JLJ V ENTERPRISES, INC.
213-19 99TH AVENUE
QUEENS VILLAGE, NY 11429

RE: FMS ID: PV678-BCA
E-PIN: 85015B0137001
DDC PIN: 8502015PV0014C
G.C. WORK - BRONX COUNCIL ON THE
ARTS FACILITY RENOVATION (REBID) -
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 \$2,510,770.00 submitted at the bid opening on August 14, 2015. Within ten (10) days of your receipt of this notice of award, you are required to take the actions set forth in Paragraphs (1) through (3) below. For your convenience, attached please find a copy of Schedule A of the General Conditions to the Contract, which sets forth the types and amounts of insurance coverage required for this contract.

- (1) Execute four copies of the Agreement in the Contracts Unit, 30-30 Thomson Avenue, 1st Floor, Long Island City, New York (IDCNY Building). A Commissioner of Deeds will be available to witness and notarize your signature. The Agreement must be signed by an officer of the corporation or a partner of the firm.
- (2) Submit to the Contracts Unit four properly executed performance and payment bonds. If required for this contract, copies of performance and payment bonds are attached.
- (3) Submit to the Contracts Unit the following insurance documentation: (a) original certificate of insurance for general liability in the amount required by Schedule A, and (b) original certificates of insurance or other proof of coverage for workers' compensation and disability benefits, as required by New York State Law. The insurance documentation specified in this paragraph is required for registration of the contract with the Comptroller's Office.



**Department of
Design and
Construction**

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

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

Sincerely,

A handwritten signature in black ink, appearing to read "Simone Lutz". The signature is written in a cursive style and is positioned below the word "Sincerely,".

Bid Tab

WICKS

Description

BRONX COUNCIL ON THE ARTS FACILITY
RENOVATION (G.C. REBID) - BOROUGH OF THE
BRONX

Bid Date	8/14/2015	FMS ID	PV678-BCA
Estimated Cost	\$1,960,199.00	Client Agency	DCA
Bid Security	Not less than 2% of Total Bid Price	PLA	No
Time Allowed	365 CCD	Contract Manager	Phyllis Lopez
Addendum	3	Project Manager	Gerber, Alyssa
PIN	8502015PV0014C	E-PIN	85015B0137
Selective Bidding	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Consultant	LTL Architects

Bid Rank	Vendor	Bid Amount	Security Type
1	JLJ V ENTERPRISES, INC.	\$2,510,770.00	Bond
2	NSP ENTERPRISES, INC.	\$2,564,000.00	Bond
3	NORTHE GROUP INC.	\$2,678,000.00	Bond
4	NATIONAL ENVIRONMENTAL SAFETY COMPANY CORP. INC.	\$2,781,364.00	Bond
5	ASHNU INTERNATIONAL, INC	\$2,798,000.00	Bond
6	AFL CONSTRUCTION CO., INC.	\$2,809,390.00	Bond
7	XBR INC	\$3,571,000.00	Bond

Recorder: Emmanuel Charles ext. 3170

Approver: 

Bid Tab

Pin: 8502015PV0014C

Page 1 of 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: PV678-BCA

Bronx Council on the Arts Facility Renovation Rebid
2700 East Tremont Avenue
Bronx, NY 10461

Name of Bidder: JLJ VENTURES, Inc.

Date of Bid Opening: AUGUST 14, 2015

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

Place of Business of Bidder: 213-19 99th AVENUE, QUEENS VILLAGE, NY 11429

Bidder's Telephone Number: 718-465-5000 Bidder's Fax Number: 718-465-5100

Bidder's Email Address: maervoni@jljiv.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: ANTHONY QUINN, 4 EAST HIGHTROAD,
PORT WASHINGTON, NY 11050

Name and Home Address of Secretary: RYAN J. RUDOLPH, 101 WETMORE RD.
GARDEN CITY, NY

Name and Home Address of Treasurer: JAMES JULIANO, 30 ANOVER CT, PLAZAQUE, N.Y. 11030

BID FORM

The above-named Bidder affirms and declares:

1. The said bidder is of lawful age and the only one interested in this bid; and no person, firm or corporation other than hereinbefore named has any interest in this bid, or in the Contract proposed to be taken.
2. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief: (1) the prices in this bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; (2) unless otherwise required by law, the prices quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and (3) no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.
3. No councilman or other officer or employee or person whose salary is payable in whole or in part from the City Treasury is directly or indirectly interested in this bid, or in the supplies, materials, equipment, work or labor to which it relates, or in any of the profits thereof.
4. The bidder is not in arrears to the City of New York upon debt or contract or taxes, and is not a defaulter, as surety or otherwise, upon any obligation of the City of New York, and has not been declared not responsible, or disqualified, by any agency of the City of New York or State of New York, nor is there any proceeding pending relating to the responsibility or qualification of the bidder to receive public contracts except as set forth on the Affirmation included as page 17 of this Bid Booklet.

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

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

6. Compliance Report

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

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

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

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

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

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

Section V: Vendor Certification and Required Affirmations:

I hereby:

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

BID FORM

PROJECT ID: PV678-BCA
Contract #1 - General Construction Work

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 item (B) 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

\$ 1,775,833.00 +

\$ 719,937.00

Total Price for Item A= \$ 2,495,770.00

- B. ALLOWANCE for Incidental Asbestos Abatement
(Section 028013 of the Specifications)

\$15,000.00

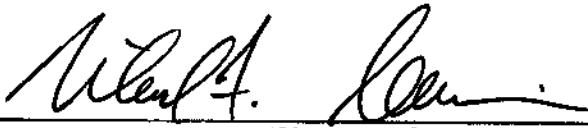
TOTAL BID PRICE (Add A + B)
(a/k/a BID PROPOSAL)

\$ 2,510,770.00

E.C 8/14/15

BIDDER'S SIGNATURE AND AFFIDAVIT

Bidder: JLJ V ENTERPRISES, INC.

By: 
(Signature of Partner or corporate officer)

Attest: MICHAEL F. CERVONI, VICE PRESIDENT
(Corporate Seal) Secretary of Corporate Bidder

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



BID FORM (TO BE NOTARIZED)

AFFIDAVIT WHERE BIDDERS IS AN INDIVIDUAL

STATE OF NEW YORK, COUNTY OF _____ ss:

being duly sworn says:

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

(Signature of the person who signed the Bid)

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

Notary Public

AFFIDAVIT WHERE BIDDERS IS A PARTNERSHIP

STATE OF NEW YORK, COUNTY OF _____ ss:

being duly sworn says:

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

(Signature of Partner who signed the Bid)

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

Notary Public

AFFIDAVIT WHERE BIDDERS IS A CORPORATION

STATE OF NEW YORK, COUNTY OF QUEENS ss:

MICHAEL F. COZYANI

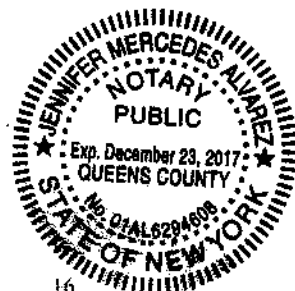
being duly sworn says:

I am the VICE PRESIDENT of the above named corporation whose name is subscribed to and which executed the foregoing bid. I reside at 13 MARVE AVE, LOUST VAUGHN, N.Y. 11320
I have knowledge of the several matters therein stated, and they are in all respects true.

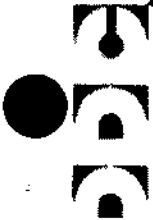
Michael F. Cozyani
(Signature of Corporate Officer who signed the Bid)

Subscribed and sworn to before me this
14th day of AUGUST, 2015

Jennifer Alvarez
Notary Public







NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

CONTRACTOR'S BID BREAKDOWN FORM

CONTRACT 1 - GENERAL CONSTRUCTION WORK

Project : Bronx Council on the Arts Facility Renovation Rebid
 Location: 2700 East Tremont Avenue, the Bronx, NY 10461
 Bidder: JIJ V Enterprises, Inc.

DDC ID Number: PV678-BCA
 Sponsor Agency: Department of Cultural Affairs

CSI Number	DESCRIPTION	Quantity	Unit	Unit Cost of Material	Total Cost of Material	Unit Cost of Labor	Total Cost of Labor	Total Cost: Materials and Labor
CONTRACT 1 - GENERAL CONSTRUCTION WORK								
01 0000	GENERAL REQUIREMENTS							
01 1000	SUMMARY OF WORK							
	Mobilization	1	ls					\$ 162,000.00
	Security Guard (unarmed)	1	ls					\$ 66,311.30
	Scaffolding	3500	sf	\$ 4.00	\$ 14,000.00	\$ 4.00	\$ 14,000.00	\$ 28,000.00
	LEED provisions	1	ls	\$ 9,000.00	\$ 9,000.00	\$ 18,000.00	\$ 18,000.00	\$ 27,000.00
	Load/haul debris off-site and dispose	1	ls	\$ 6,300.00	\$ 6,300.00	\$ 9,000.00	\$ 9,000.00	\$ 15,300.00
	Subtotal							\$ 298,611.30
02 0000	EXISTING CONDITIONS							
02 4119	SELECTIVE DEMOLITION AND ALTERATION WORK							
	Exterior Demolition, Façade: ptd metal panel band.	222	sf	\$ 1.80	\$ 399.60	\$ 4.50	\$ 999.00	\$ 1,398.60
	Travertine panels.	94	sf	\$ 1.80	\$ 169.20	\$ 9.00	\$ 846.00	\$ 1,015.20
	All storefront glazing, doors, and sidelights.	1096	sf	\$ 1.80	\$ 1,972.80	\$ 18.00	\$ 19,728.00	\$ 21,700.80
	Windows and frames.	4	ea	\$ 90.00	\$ 360.00	\$ 360.00	\$ 1,440.00	\$ 1,800.00
	Hollow metal doors and frames.	1	ea	\$ 90.00	\$ 90.00	\$ 270.00	\$ 270.00	\$ 360.00
	Steel security grills over windows and doors.	39	sf	\$ 2.70	\$ 105.30	\$ 13.50	\$ 526.50	\$ 631.80
	Exterior wall vents.	5	ea	\$ 90.00	\$ 450.00	\$ 180.00	\$ 900.00	\$ 1,350.00
	Security pass through, 16" x 16"	1	ea	\$ 45.00	\$ 45.00	\$ 180.00	\$ 180.00	\$ 225.00
	Expand exist opening or create new opening in exterior brick wall. provide temporary shoring at exterior wall (At curtain wall/storefront openings).	62	sf	\$ 9.00	\$ 558.00	\$ 40.50	\$ 2,511.00	\$ 3,069.00
	Roof.	70	lf	\$ 45.00	\$ 3,150.00	\$ 90.00	\$ 6,300.00	\$ 9,450.00
	Remove existing roof guardrail and associated components.	98	lf	\$ 2.70	\$ 264.60	\$ 18.00	\$ 1,764.00	\$ 2,028.60
	Remove roof hatch.	1	ea	\$ 27.00	\$ 27.00	\$ 90.00	\$ 90.00	\$ 117.00





NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

CONTRACTOR'S BID BREAKDOWN FORM

CONTRACT 1 - GENERAL CONSTRUCTION WORK

Project : Bronx Council on the Arts Facility Renovation Rebid
Location: 2700 East Tremont Avenue, the Bronx, NY 10461
Bidder: JLV Enterprises, Inc

DDC ID Number: PV678-BCA
Sponsor Agency: Department of Cultural Affairs

CSI Number	DESCRIPTION	Quantity	Unit	Unit Cost of Material	Total Cost of Material	Unit Cost of Labor	Total Cost of Labor	Total Cost: Materials
	Remove existing roof membrane and associated flashing down to substrate (assume non-contaminated)	2950	sf	\$ 1.80	\$ 5,310.00	\$ 7.20	\$ 21,240.00	\$ 26,550.00
	Remove existing satellite dish, base and wiring at roof (See Drawing DM103)	2	ea	\$ 27.00	\$ 54.00	\$ 72.00	\$ 144.00	\$ 198.00
	Remove built-up roof curb (See Drawing DM103)	8	lf	\$ 9.00	\$ 72.00	\$ 45.00	\$ 360.00	\$ 432.00
	Remove existing vent. Patch and repair roof (See Drawing DM103)	2	ea	\$ 45.00	\$ 90.00	\$ 135.00	\$ 270.00	\$ 360.00
	Interior Demolition:							
	Temporary shoring of beams at removed structural members.	68	lf	\$ 36.00	\$ 2,448.00	\$ 90.00	\$ 6,120.00	\$ 8,568.00
	Temporary shoring / protection at saw cut openings in concrete floor slabs.	402	sf	\$ 4.50	\$ 1,809.00	\$ 13.50	\$ 5,427.00	\$ 7,236.00
	Miscellaneous temporary interior protection during demolition / new construction.							
	Remove existing block / CMU partitions in cellar	812	sf	\$ 4.50	\$ 3,654.00	\$ 13.50	\$ 10,962.00	\$ 14,616.00
	Remove existing perimeter wall furring in cellar	1757	sf	\$ 1.80	\$ 3,162.60	\$ 13.50	\$ 23,719.50	\$ 26,882.10
	Remove existing GWB partitions throughout	191	sf	\$ 0.90	\$ 171.90	\$ 5.40	\$ 1,031.40	\$ 1,203.30
	Remove existing GWB kneewall w/ glazing	1830	sf	\$ 0.90	\$ 1,647.00	\$ 5.40	\$ 9,882.00	\$ 11,529.00
	Remove existing GWB furring (east perimeter wall)	98	lf	\$ 1.80	\$ 176.40	\$ 9.00	\$ 882.00	\$ 1,058.40
	Remove existing GWB furring (other perimeter walls)	1437	sf	\$ 0.90	\$ 1,293.30	\$ 5.40	\$ 7,759.80	\$ 9,053.10
	Remove existing vestibule glazing	1062	sf	\$ 0.90	\$ 955.80	\$ 5.40	\$ 5,734.80	\$ 6,690.60
	Remove existing vestibule glass doors / hardware, double	20	lf	\$ 9.00	\$ 180.00	\$ 23.50	\$ 470.00	\$ 650.00
	Remove existing doors / frames / hardware, single	1	pr	\$ 45.00	\$ 45.00	\$ 135.00	\$ 135.00	\$ 180.00
	Remove existing floor hatch at cellar clean-out pit, 1'-2" x 1'-2"	20	ea	\$ 36.00	\$ 720.00	\$ 108.00	\$ 2,160.00	\$ 2,880.00
	Remove existing floor return grille, 5' x 1'	1	ea	\$ 36.00	\$ 36.00	\$ 108.00	\$ 108.00	\$ 144.00
	Remove existing floor finishes (resilient flooring / carpeting)	1597	sf	\$ 31.50	\$ 50,404.50	\$ 90.00	\$ 143,700.00	\$ 194,104.50
	Remove existing ceiling finishes (dropped / suspended ceilings)	1445	sf	\$ 0.90	\$ 1,300.50	\$ 3.60	\$ 5,202.00	\$ 6,502.50
	Remove existing toilet partitions	3598	sf	\$ 0.90	\$ 3,238.20	\$ 2.70	\$ 9,714.60	\$ 12,952.80
	Remove existing urinal partition	3	ea	\$ 36.00	\$ 108.00	\$ 72.00	\$ 216.00	\$ 324.00
	Remove existing janitor accessories	1	ea	\$ 18.00	\$ 18.00	\$ 54.00	\$ 54.00	\$ 72.00
	Remove existing toilet accessories	1	room	\$ 45.00	\$ 45.00	\$ 90.00	\$ 90.00	\$ 135.00
	Remove existing toilet vanities	4	room	\$ 45.00	\$ 180.00	\$ 135.00	\$ 540.00	\$ 720.00
	Remove existing kitchenette millwork	18	lf	\$ 0.90	\$ 16.20	\$ 18.00	\$ 324.00	\$ 340.20
	Remove existing teiler millwork	9	lf	\$ 9.00	\$ 81.00	\$ 18.00	\$ 162.00	\$ 243.00
	Remove existing vault room safe (incl. engineering / shoring)	33	lf	\$ 9.00	\$ 297.00	\$ 18.00	\$ 594.00	\$ 891.00
	Remove existing stair railing (existing to remain stair from cellar to ground floor)	1	ea	\$ 900.00	\$ 900.00	\$ 2,700.00	\$ 2,700.00	\$ 3,600.00
		33	lf	\$ 4.50	\$ 148.50	\$ 9.00	\$ 297.00	\$ 445.50





NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

CONTRACTOR'S BID BREAKDOWN FORM
CONTRACT 1 - GENERAL CONSTRUCTION WORK

Project : Bronx Council on the Arts Facility Renovation Rebid
Location: 2700 East Tremont Avenue, the Bronx, NY 10461
Bidder: JLJV Enterprises, Inc.

DDC ID Number: PV678-BCA
Sponsor Agency: Department of Cultural Affairs

CSI Number	DESCRIPTION	Quantity	Unit	Unit Cost of Material	Total Cost of Material	Unit Cost of Labor	Total Cost of Labor	Total Cost: Materials and Labor
	Remove existing stairs w/ associated supports and railing (stair 'A')	20	lfr	\$ 4.50	\$ 90.00	\$ 23.50	\$ 470.00	\$ 560.00
	Remove existing stairs w/ associated supports, landing and railing (stair 'C')	46	lfr	\$ 4.50	\$ 207.00	\$ 23.50	\$ 1,081.00	\$ 1,288.00
	Remove existing structural girders	31	lf	\$ 9.00	\$ 279.00	\$ 72.00	\$ 2,232.00	\$ 2,511.00
	Remove existing structural columns	4	loc	\$ 45.00	\$ 180.00	\$ 270.00	\$ 1,080.00	\$ 1,260.00
	Remove existing brick column	1	loc	\$ 45.00	\$ 45.00	\$ 180.00	\$ 180.00	\$ 225.00
	Trench existing concrete slab in cellar for new plumbing work (drains)	58	sf	\$ 9.00	\$ 522.00	\$ 90.00	\$ 5,220.00	\$ 5,742.00
	Saw cut and remove existing concrete slab in cellar for new concrete footings	18	sf	\$ 9.00	\$ 162.00	\$ 90.00	\$ 1,620.00	\$ 1,782.00
	Saw cut and remove existing concrete slab in cellar for new thickened slab	5	sf	\$ 9.00	\$ 45.00	\$ 90.00	\$ 450.00	\$ 495.00
	Saw cut and remove existing concrete slab in cellar for new LULA elevator pit	53	sf	\$ 7.20	\$ 381.60	\$ 72.00	\$ 3,816.00	\$ 4,197.60
	Excavate for new concrete footings (hand excavation) - 2-4x4 fgs	8	cy	\$ 45.00	\$ 360.00	\$ 270.00	\$ 2,160.00	\$ 2,520.00
	Excavate for new thickened slab (hand excavation) at stair A	1	cy	\$ 45.00	\$ 45.00	\$ 270.00	\$ 270.00	\$ 315.00
	Excavate for new LULA elevator pit (hand excavation), approx. 3' deep	10	cy	\$ 45.00	\$ 450.00	\$ 270.00	\$ 2,700.00	\$ 3,150.00
	Dispose of excess material off site (spoils)	10	cy	\$ 36.00	\$ 360.00	\$ 90.00	\$ 900.00	\$ 1,260.00
	Saw cut and remove existing concrete floor slabs for new elevator / stair	340	sf	\$ 7.20	\$ 2,448.00	\$ 63.00	\$ 21,420.00	\$ 23,868.00
	Miscellaneous sawcutting / removals	1	ls	\$ 900.00	\$ 900.00	\$ 3,600.00	\$ 3,600.00	\$ 4,500.00
	Remove floor finishes at cellar.	727	sf	\$ 0.90	\$ 654.30	\$ 3.60	\$ 2,617.20	\$ 3,271.50
	Subtotal							\$ 248,981.00
25213	ASBESTOS ABATEMENT							
	Remove aircell pipe insulation (gray)	600	lf	\$ 5.00	\$ 3,000.00	\$ 13.50	\$ 8,100.00	\$ 11,100.00
	Remove 12"x12" brown floor tile & associated mastic in cellar	175	sf	\$ 4.00	\$ 700.00	\$ 36.00	\$ 6,300.00	\$ 7,000.00
	Remove tar on fiberglass duct insulation (black)	50	sf	\$ 4.00	\$ 200.00	\$ 36.00	\$ 1,800.00	\$ 2,000.00
	Remove ceramic baseboard mortar (gray)	20	sf	\$ 3.00	\$ 60.00	\$ 63.00	\$ 1,260.00	\$ 1,320.00





NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

CONTRACTOR'S BID BREAKDOWN FORM

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 Sponsor Agency: Department of Cultural Affairs

CSI Number	DESCRIPTION	Quantity	Unit	Unit Cost of Material	Total Cost of Material	Unit Cost of Labor	Total Cost of Labor	Total Cost: Materials and Labor
	Remove 12"x12" brown and beige floor tile & associated mastic (yellow) on ground floor	150	sf	\$ 2.70	\$ 405.00	\$ 18.00	\$ 2,700.00	\$ 3,105.00
	Remove 12"x12" brown floor tile (black), associated mastic and contaminated carpet tiles	600	sf	\$ 2.70	\$ 1,620.00	\$ 10.80	\$ 6,480.00	\$ 8,100.00
	Remove 12"x12" red and gray tiles and associated mastic	100	sf	\$ 2.70	\$ 270.00	\$ 18.00	\$ 1,800.00	\$ 2,070.00
	Remove parapet base flashing (black)	250	sf	\$ 5.40	\$ 1,350.00	\$ 58.50	\$ 14,625.00	\$ 15,975.00
	Remove eave flashing (black)	105	sf	\$ 4.50	\$ 472.50	\$ 45.00	\$ 4,725.00	\$ 5,197.50
	Remove exhaust vent / hatch door flashing (black)	40	sf	\$ 5.40	\$ 216.00	\$ 54.00	\$ 2,160.00	\$ 2,376.00
	Remove drain, rail support and pitch pocket flashing	25	sf	\$ 9.00	\$ 225.00	\$ 180.00	\$ 4,500.00	\$ 4,725.00
	Remove tar on metal flashing, terracotta coping and parapet waterproofing coat	650	sf	\$ 4.50	\$ 2,925.00	\$ 31.50	\$ 20,475.00	\$ 23,400.00
	Remove terracotta coping caulking	60	lf	\$ 3.60	\$ 216.00	\$ 49.50	\$ 2,970.00	\$ 3,186.00
	Subtotal							\$ 89,554.50
03 0000	CONCRETE							
03 3000	CAST-IN-PLACE CONCRETE							
	New concrete footings - 2-4x4 fgs	2	ea	\$ 450.00	\$ 900.00	\$ 3,600.00	\$ 7,200.00	\$ 8,100.00
	Reinforcing rebar and anchor bolts	38	lbs	\$ 4.50	\$ 171.00	\$ 18.00	\$ 684.00	\$ 855.00
	Pour new slab over footing to match existing	72	sf	\$ 9.00	\$ 648.00	\$ 108.00	\$ 7,776.00	\$ 8,424.00
	New thickened slab at stair A stringer, S202	12	sf	\$ 9.00	\$ 108.00	\$ 108.00	\$ 1,296.00	\$ 1,404.00
	New LULA elevator pit:							
	12" thk. 2-way mat slab	64	sf	\$ 13.50	\$ 864.00	\$ 108.00	\$ 6,912.00	\$ 7,776.00
	12" thk. Pit walls	33	sf	\$ 13.50	\$ 445.50	\$ 135.00	\$ 4,455.00	\$ 4,900.50
	Formwork	69	sf	\$ 4.50	\$ 310.50	\$ 13.50	\$ 931.50	\$ 1,242.00
	Reinforcing rebar, #5s@ 12"oc ea way top and bottom	320	lbs	\$ 2.70	\$ 864.00	\$ 9.00	\$ 2,880.00	\$ 3,744.00
	2' deep sum pit	1	ls	\$ 900.00	\$ 900.00	\$ 2,700.00	\$ 2,700.00	\$ 3,600.00
	Footing removal/ underpin as necessary for LULA installation, as per FO100	1	ls	\$ 1,800.00	\$ 1,800.00	\$ 4,500.00	\$ 4,500.00	\$ 6,300.00
	3-1/4" Light weight concrete on (metal deck):							
	Floors	496	sf	\$ 7.20	\$ 3,571.20	\$ 23.50	\$ 11,656.00	\$ 15,227.20









NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

CONTRACTOR'S BID BREAKDOWN FORM

CONTRACT 1 - GENERAL CONSTRUCTION WORK

Project: Bronx Council on the Arts Facility Renovation Rebid
 Location: 2700 East Tremont Avenue, the Bronx, NY 10461
 Bidder: J.L.J V Enterprises, Inc

DDC ID Number: PV678-BCA

Sponsor Agency: Department of Cultural Affairs

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
05 5100	STEEL PAN STAIRS							
	Metal pan stairs, MC stair stringers and steel sub-tread and riser assembly, 42" wide - Stair A & C	44	lfr	\$ 23.50	\$ 1,034.00	\$ 67.50	\$ 2,970.00	\$ 4,004.00
	Steel pan intermediate landing, Stair C	30	sf	\$ 23.50	\$ 705.00	\$ 67.50	\$ 2,025.00	\$ 2,730.00
	Pld wall mounted handrails at stair A	33	lf	\$ 18.00	\$ 594.00	\$ 90.00	\$ 2,970.00	\$ 3,564.00
	Pld wall mounted handrails at stair C	44	lf	\$ 18.00	\$ 792.00	\$ 90.00	\$ 3,960.00	\$ 4,752.00
	Subtotal							\$ 15,050.00
05 7000	ORNAMENTAL METALS							
	New 1/2" aluminum awning -Approx. 2'-6" projection , 3/A-401	26	sf	\$ 45.00	\$ 1,170.00	\$ 90.00	\$ 2,340.00	\$ 3,510.00
	Subtotal							\$ 3,510.00
06 0000	WOOD PLASTICS AND COMPOSITES							
06 2000	CARPENTRY							
	Plywood subfloor for new stepped seating area (metal framing - see above)	240	sf	\$ 4.50	\$ 1,080.00	\$ 13.50	\$ 3,240.00	\$ 4,320.00
	Rough carpentry, blocking, backers and nailers throughout	1	ls	\$ 1,800.00	\$ 1,800.00	\$ 5,400.00	\$ 5,400.00	\$ 7,200.00
	Subtotal							\$ 11,520.00
06 4023	ARCHITECTURAL WOODWORK							
	New plastic laminate on birch plywood upper/ lower pantry cabinetry w/ solid surface countertop / backsplash and sink cut-out	18	lf	\$ 180.00	\$ 3,240.00	\$ 180.00	\$ 3,240.00	\$ 6,480.00
	New plastic laminate on birch plywood work counter at computer room	30	lf	\$ 180.00	\$ 5,400.00	\$ 135.00	\$ 4,050.00	\$ 9,450.00
	New plastic laminate on birch plywood work counter at vestibule bulletin board	3	lf	\$ 180.00	\$ 540.00	\$ 135.00	\$ 405.00	\$ 945.00
	New plastic laminate on birch plywood reception desk counter at vestibule	4	lf	\$ 180.00	\$ 720.00	\$ 135.00	\$ 540.00	\$ 1,260.00







NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

CONTRACTOR'S BID BREAKDOWN FORM

CONTRACT 1 - GENERAL CONSTRUCTION WORK

Project : Bronx Council on the Arts Facility Renovation Rebid
 Location: 2700 East Tremont Avenue, the Bronx, NY 10461
 Bidder: JLV Enterprises, Inc

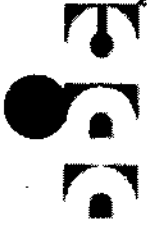
DDC ID Number: PV678-BCA
 Sponsor Agency: Department of Cultural Affairs

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
07 5200	MODIFIED BITUMEN ROOFING							
	New Built up modified bitumen roof w/ elastomeric top coat + insulation	2950	sf	\$ 10.80	\$ 31,860.00	\$ 40.50	\$ 119,475.00	\$ 151,335.00
	Patching concrete roof substrate - assume 10%	295	sf	\$ 4.50	\$ 1,327.50	\$ 13.50	\$ 3,982.50	\$ 5,310.00
	New drain strainer in exist roof drains	2	ea	\$ 450.00	\$ 900.00	\$ 900.00	\$ 1,800.00	\$ 2,700.00
	Parapet wall flashing, cap flashing regretted into exist gout line, 7/A440	221	lf	\$ 9.00	\$ 1,989.00	\$ 22.50	\$ 4,972.50	\$ 6,961.50
	Flashings at curbs, pipes, supports, etc.	37	lf	\$ 9.00	\$ 333.00	\$ 22.50	\$ 832.50	\$ 1,165.50
	Subtotal							\$ 167,472.00
07 6200	SHEET METAL WORK (include w/ other Division 7 sections)							
07 7100	ROOF SPECIALTIES AND ACCESSORIES							
	New parapet mounted guardrail, 2' high, painted	20	lf	\$ 135.00	\$ 2,700.00	\$ 135.00	\$ 2,700.00	\$ 5,400.00
	New pid steel snap-on coping cap on wd blocking, A-431	113	lf	\$ 45.00	\$ 5,085.00	\$ 49.50	\$ 5,593.50	\$ 10,678.50
	New 36X30 roof access hatch in new opening	1	ea	\$ 1,080.00	\$ 1,080.00	\$ 1,350.00	\$ 1,350.00	\$ 2,430.00
	Subtotal							\$ 18,508.50
07 8413	FIRESTOPS AND SMOKESEALS							
	Firestopping - floors and walls at penetrations	1	ls	\$ 1,800.00	\$ 1,800.00	\$ 9,000.00	\$ 9,000.00	\$ 10,800.00
	Subtotal							\$ 10,800.00
07 9200	JOINT SEALERS							
	Interior caulking	2480	lf	\$ 1.80	\$ 4,464.00	\$ 12.60	\$ 31,248.00	\$ 35,712.00
	Subtotal							\$ 35,712.00
08 0000	OPENINGS							
08 1113	STEEL DOORS AND FRAMES							
	Type A: New HM door / HM frame, single, non-rated	10	ea	\$ 1,350.00	\$ 13,500.00	\$ 1,800.00	\$ 18,000.00	\$ 31,500.00









NEW YORK CITY DEPARTMENT OF
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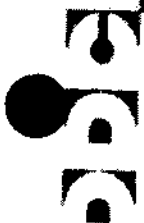
DDC ID Number: PV678-BCA
Sponsor Agency: Department of Cultural Affairs

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
08 8000	GLASS AND GLAZING							
	New glazed office partition at computer room	12	sf	\$ 45.00	\$ 540.00	\$ 54.00	\$ 648.00	\$ 1,188.00
	New glazed partitions at gallery wall / lobby	84	sf	\$ 45.00	\$ 3,780.00	\$ 54.00	\$ 4,536.00	\$ 8,316.00
	New glazed window at gallery wall	64	sf	\$ 45.00	\$ 2,880.00	\$ 54.00	\$ 3,456.00	\$ 6,336.00
	New glazed partition at vestibule interior door	30	sf	\$ 45.00	\$ 1,350.00	\$ 54.00	\$ 1,620.00	\$ 2,970.00
	New glazed sidelights at mezzanine office doors	4	ea	\$ 450.00	\$ 1,800.00	\$ 720.00	\$ 2,880.00	\$ 4,680.00
	New ADA-compliant horizontal sliding pass-through window at vestibule	14	sf	\$ 76.50	\$ 1,071.00	\$ 90.00	\$ 1,260.00	\$ 2,331.00
	New interior window at vestibule bulletin board	1	ea	\$ 1,800.00	\$ 1,800.00	\$ 1,800.00	\$ 1,800.00	\$ 3,600.00
	Subtotal							\$ 29,421.00
09 0000	FINISHES							
09 2400	EXTERIOR LATH AND PLASTER							
	New Stucco finish over (sandblasted) brick walls - STC-01	570	sf	\$ 4.50	\$ 2,565.00	\$ 27.00	\$ 15,390.00	\$ 17,955.00
	Subtotal							\$ 17,955.00
09 2400	GYP SUM DRYWALL							
	Partitions:							
	2x6 Light ga. MI. Framing at 16" oc for LULA shaft enclosure w/ 2-layers of 5/8" type X gwb each side	740	sf	\$ 4.50	\$ 3,330.00	\$ 22.50	\$ 16,650.00	\$ 19,980.00
	Type 01 : 3-5/8" metal stud wall @ 16" oc w/ 5/8" gyp. Bd. Both side to BO	849	sf	\$ 4.50	\$ 3,820.50	\$ 22.50	\$ 19,102.50	\$ 22,923.00
	Type 02: 6" metal stud wall @ 16" oc w/ 5/8" gyp. Bd. both side to BO	324	sf	\$ 3.60	\$ 1,166.40	\$ 13.50	\$ 4,374.00	\$ 5,540.40
	Type 03 3-5/8" metal stud wall @ 16" oc w/ 5/8" gyp. Bd. Both side to BO + insulation	650	sf	\$ 3.60	\$ 2,340.00	\$ 14.40	\$ 9,360.00	\$ 11,700.00
	Type 05: 3-5/8" metal stud wall @ 16" oc w/ 2-layers of 5/8" gyp. Bd. Both side to BO	1250	sf	\$ 4.50	\$ 5,625.00	\$ 22.50	\$ 28,125.00	\$ 33,750.00
	Type 7: 3-5/8" metal stud wall @ 16" oc w/ 2-layers of 5/8" gyp. Bd. Both side + 1/2" plywood one side - to BO	82	sf	\$ 6.30	\$ 516.60	\$ 24.30	\$ 1,992.60	\$ 2,509.20









NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

CONTRACTOR'S BID BREAKDOWN FORM

CONTRACT 1 - GENERAL CONSTRUCTION WORK

Project: Bronx Council on the Arts Facility Renovation Rebid
 Location: 2700 East Tremont Avenue, the Bronx, NY 10461
 Bidder: JLJ V Enterprises, Inc

DDC ID Number: PV678-BCA
 Sponsor Agency: Department of Cultural Affairs

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
10 0000	SPECIAL TIES							
10 1400	SIGNAGE							
	New Sign type S-1 - 12" x 18" Accessibility	2	ea	\$ 180.00	\$ 360.00	\$ 135.00	\$ 270.00	\$ 630.00
	New sign type S-2 - 8" x 8" Men's Restroom Accessible	1	ea	\$ 135.00	\$ 135.00	\$ 135.00	\$ 135.00	\$ 270.00
	New sign type S-3 - 8" x 8" Women's Restroom Accessible	1	ea	\$ 135.00	\$ 135.00	\$ 135.00	\$ 135.00	\$ 270.00
	New sign type S-4 - 8" x 8" Unisex Restroom Accessible	1	ea	\$ 135.00	\$ 135.00	\$ 135.00	\$ 135.00	\$ 270.00
	New sign type S-5 - 8" x 8" Stair A	2	ea	\$ 135.00	\$ 270.00	\$ 135.00	\$ 270.00	\$ 540.00
	New sign type S-6 - 8" x 8" Stair B	2	ea	\$ 135.00	\$ 270.00	\$ 135.00	\$ 270.00	\$ 540.00
	New sign type S-7 - 8" x 8" Elevator	3	ea	\$ 135.00	\$ 405.00	\$ 135.00	\$ 405.00	\$ 810.00
	New sign type S-8 - 8" x 8" Unisex Shower	1	ea	\$ 135.00	\$ 135.00	\$ 135.00	\$ 135.00	\$ 270.00
	New sign type S-9 - 8" x 8" Drinking Fountain	1	ea	\$ 135.00	\$ 135.00	\$ 135.00	\$ 135.00	\$ 270.00
	New sign type S-10 - 2" x 8" Room Entrance	17	ea	\$ 135.00	\$ 2,295.00	\$ 135.00	\$ 2,295.00	\$ 4,590.00
	Exterior wayfinding signs, including base (ADA Compliant parking signs)	3	ea	\$ 630.00	\$ 1,890.00	\$ 450.00	\$ 1,350.00	\$ 3,240.00
	Subtotal							\$ 11,700.00
10 2114	FLOOR MOUNTED TOILET PARTITIONS							
	New floor-mounted steel toilet partition, standard	3	ea	\$ 1,350.00	\$ 4,050.00	\$ 1,350.00	\$ 4,050.00	\$ 8,100.00
	New floor-mounted steel toilet partition, ADA-compliant	2	ea	\$ 1,440.00	\$ 2,880.00	\$ 1,350.00	\$ 2,700.00	\$ 5,580.00
	Subtotal							\$ 13,680.00
10 2800	TOILET ACCESSORIES							
	New 1/2" tempered mirror on plywood backing	43	sf	\$ 13.50	\$ 580.50	\$ 9.00	\$ 387.00	\$ 967.50
	New stainless steel multi-roll toilet paper dispenser	5	ea	\$ 270.00	\$ 1,350.00	\$ 270.00	\$ 1,350.00	\$ 2,700.00
	New stainless steel soap dispenser	2	ea	\$ 225.00	\$ 450.00	\$ 180.00	\$ 360.00	\$ 810.00
	New stainless steel recessed paper towel dispenser	3	ea	\$ 270.00	\$ 810.00	\$ 180.00	\$ 540.00	\$ 1,350.00
	New stainless steel grab bar - 24"	2	ea	\$ 135.00	\$ 270.00	\$ 135.00	\$ 270.00	\$ 540.00
	New stainless steel grab bar - 36"	3	ea	\$ 153.00	\$ 459.00	\$ 135.00	\$ 405.00	\$ 864.00
	New stainless steel grab bar - 48"	4	ea	\$ 166.50	\$ 666.00	\$ 135.00	\$ 540.00	\$ 1,206.00
	New stainless steel grab bar - 18"	2	ea	\$ 108.00	\$ 216.00	\$ 135.00	\$ 270.00	\$ 486.00
	New chrome shower wall bar	1	ea	\$ 270.00	\$ 270.00	\$ 180.00	\$ 180.00	\$ 450.00







**BID BOOKLET
PART A**



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.



PROJECT ID: PV678-BCA

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

BID BOOKLET

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

SPECIAL NOTICE TO BIDDERS

BID SUBMISSION REQUIREMENTS

**THE FOLLOWING DOCUMENTS ARE TO BE COMPLETED
AND SUBMITTED WITH THE BID:**

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

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

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

Special Experience Requirements apply as indicated below.

Bidder(s):	General Construction	<input checked="" type="checkbox"/>	YES	<input type="checkbox"/>	NO
Specific Areas of Work:	General Construction	<input checked="" type="checkbox"/>	YES	<input type="checkbox"/>	NO
Manufacturer(s):	General Construction	<input checked="" type="checkbox"/>	YES	<input type="checkbox"/>	NO

- (A) **EXPERIENCE REQUIREMENTS FOR THE BIDDER:** The special experience requirements set forth below apply to the bidder(s) indicated above. Compliance with such special experience requirements will be determined solely by the City prior to an award of contract. Failure to comply with the special experience requirements will result in the rejection of the bid as non-responsive.
- The bidder must, within the last five (5) consecutive years prior to the bid opening, have successfully completed in a timely fashion at least three (3) projects similar in scope and type to the required work.
- (B) **QUALIFICATION FORM:** For each project submitted to demonstrate compliance with the special experience requirements, the bidder(s) indicated above must complete the Qualification Form included in the Bid Booklet. The City will only evaluate a project if the following criteria are met: (1) the project is described on the Qualification Form, and (2) all information on the Qualification Form is provided. The City will not evaluate any project which does not comply with the criteria set forth herein, including any project which is referred to only on the resume of an individual.
- (C) **CONDITIONS:** The City may, in determining compliance with the special experience requirements set forth above, consider prior projects completed by principal(s) or other employees of the bidder while affiliated with another entity, subject to the conditions set forth below.
- Any principal or other employee on whose prior experience the bidder is relying to demonstrate compliance with this special experience requirement must have held the following: (a) a significant management role in the prior entity with which he/she was affiliated, and (b) a significant management role in the entity submitting the bid for a period of six months or from the inception of the bidding entity. If the bidder is relying on the prior experience of a principal or employee, it must submit documentation confirming the position held by such principal or employee in the prior entity, as well as in the bidding entity.
 - The bidder may not rely on the experience of its principals or other employees to demonstrate compliance with any other requirements, including without limitation, financial requirements or requirements for a specified minimum amount of annual gross revenues.
- (D) **JOINT VENTURES:** In the event the bidder is a joint venture, at least one firm in the joint venture must meet the above described experience requirements.
- (E) **EXPERIENCE REQUIREMENTS FOR SPECIFIC AREAS OF WORK:** The special experience requirements set forth below apply to the contractor or subcontractor that will perform specific areas of work. Compliance with such experience requirements will be evaluated after an award of contract. Within two (2) weeks of such award, the contractor will be required to submit the qualifications of the contractor or subcontractor that will perform these specific areas of work. If the bidder intends to perform these specific areas of work with its own forces, it must demonstrate compliance with the special experience requirements. If the bidder intends to subcontract these specific areas of work, its proposed subcontractor(s) must demonstrate compliance with the special experience requirements. Once approved, no substitution will be permitted, unless the qualifications of the proposed replacement have been approved in writing in advance by the City. The bidder is advised to carefully review these special experience requirements prior to submitting its bid, as such experience requirements will be strictly enforced.



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

General Construction

- Section 064023: Architectural Woodwork
- Section 075200: Modified Bitumen Roofing
- Section 084313: Aluminum Entrances and Storefronts
- Section 088000: Glass and Glazing

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

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

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

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

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

General Construction

- Section 084313: Aluminum Entrances and Storefronts
- Section 088000: Glass and Glazing

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

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



Qualification Form

Project ID: PV678-BCA

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: JLS V ENTERPRISES, INC.

Name of Project: JP MORGAN CHASE - DELANCEY STREET INTERNAL BRANCH RENOVATION

Location of Project: 109 DELANCEY ST., N.Y., N.Y. 10002

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

Name: HOLLY OLSEN - LEAD LEASE

Title: SENIOR PROJ. MGR. Phone Number: 914-879-8681

Brief description of work completed: INTERNAL AND EXTERNAL RENOVATION OF EXISTING BANK BRANCH AND EXPANSION OF BRANCH TO ADJACENT BUILDING, INCLUDING: CARPENTRY, FLOORING, HVAC, ELECTRICAL, ROOF MODIFICATIONS, ELEVATOR INSTALLATION.

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

Amount of Contract: \$ 1,325,718

Date of Completion: 12/2013

Name of Contractor: ADVENTUS CONTRACTING CORP. [Ⓟ] SAME OWNERSHIP AS JLS V ENT.

Name of Project: NYCB CORPORATE HEADQUARTERS

Location of Project: 102 DUFFY AVE, HICKSVILLE, NY

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

Name: [Ⓛ] RICHARD GROSSO - ASST. VP, NYCB; [Ⓜ] ED HOSCHLER - ARCHITECT

Title: [Ⓛ] ASST. VP [Ⓜ] ARCHITECT Phone Number: [Ⓛ] 516-418-9047 [Ⓜ] 516-299-5364

Brief description of work completed: GUT/REHABILITATION AND MODERNIZATION OF EXISTING FIVE (5) STORY (160,000 SF) STRUCTURE FOR NYCB NEW HEADQUARTERS, INCLUDING: HVAC ELEC, PLUMBING, ROOFING, FIRE PROOFING, ASBESTOS, SPRINKLER, FIRE ALARM, RECON. OF FLOORING DECK STRUCTURE.

Was the work performed as a prime or a subcontractor: PRIME S.C.

Amount of Contract: \$ 5,650,000

Date of Completion: 1/2015

Qualification Form

Project ID: PV678-BCA

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: JLJ V ENTERPRISES, Inc.

Name of Project: JP MORGAN CHASE - CHASE PRIVATE CLIENT SERVICE PROGRAM FOL 2011, 2012, AND 2013

Location of Project: VARIOUS LOCATIONS THROUGHOUT BOROUGH OF MANHATTAN, QUEENS, BROOKLYN, AND NASSAU COUNTY, NY

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

Name: ^① HOLLY ULSES - LEAD LEASE ^② JOHN SKINDAS - LEAD LEASE

Title: ^① Sr. Proj. MGR. ^② Proj. MGR. Phone Number: ^① 914-879-8681 ^② 646-670-8771

Brief description of work completed: INTERIOR RENOVATION WORK TO THIRTY-SIX (36) EXISTING BANK BRANCHES, INCLUDING: DEMOLITION; ROUGH CARPENTRY; MILLWORK; FLOORING; PAINTING; STONE FRONTS; GLAZING; ELECTRICAL; PLUMBING; AND MECHANICAL WORK.

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

Amount of Contract: \$ 4,812,892.10

Date of Completion: 2/2014

Name of Contractor: _____

Name of Project: _____

Location of Project: _____

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

Name: _____

Title: _____ Phone Number: _____

Brief description of work completed: _____

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

Amount of Contract: _____

Date of Completion: _____



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

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

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

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

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

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

5. Where an M/WBE Utilization Plan has been submitted, the Contractor shall, within 30 days of issuance by Agency of a notice to proceed, submit a list of proposed persons or entities to which it intends to award subcontracts within the subsequent 12 months. In the case of multi-year contracts, such list shall also be submitted every year thereafter. The Agency may also require the Contractor to report periodically about the contracts awarded by its direct subcontractors to indirect subcontractors (as defined in Section 6-129(c)(22)). PLEASE NOTE: If this Contract is a public works project subject to GML §101(5) (i.e., a contract valued at or below \$3M for projects in New York City) or if the Contract is subject to a project labor agreement in accordance with Labor Law §222, and

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

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

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

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

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

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

(b) To apply for a full or partial waiver of the **Participation Goals**, a bidder, proposer, or contractor, as applicable, must complete Part III (Page 5) of Schedule B and submit such request no later than seven (7) calendar days prior to the date and time the bids, proposals, or Task Orders are due, in writing to the Agency by email at 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 these 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(c)(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 #: 45-3039608

APT E-
PIN#: 85015B0137

Contract # 1 - General Construction Work

SCHEDULE B - M/WBE Utilization Plan

Part I: M/WBE Participation Goals

Part I to be completed by contracting agency

Contract Overview

APT E-Pin # 85015B0137 FMS Project ID#: PV678-BCA

Project Title/Agency Bronx Council on the Arts Facility Renovation Rebid

PIN # 8502015PV0014C

Bid/Proposal

Response Date: August 14, 2015

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)

This Project consists of the renovation of an existing building including general demolition, new exterior envelope and openings, new vertical transportation, new interior partitions and new mechanical, electrical and plumbing.

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

Prime Contract Industry: Construction

Group	Percentage
<u>Unspecified *</u>	<u>20 %</u>
<u>OF</u>	
<u>Black American</u>	<u>UNSPECIFIED %</u>
<u>Hispanic American</u>	<u>UNSPECIFIED %</u>
<u>Asian American</u>	<u>UNSPECIFIED %</u>
<u>Women</u>	<u>UNSPECIFIED %</u>
Total Participation Goals	20 %

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 #: 45-3039608

APT E-
PIN#: 85015B0137

Contract #1 - General Construction Work

SCHEDULE B - Part II: MWBE 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 #	<u>45-3039608</u>	FMS Vendor ID #	
Business Name	<u>JLJ V ENTERPRISES, INC.</u>	Contact Person	<u>MICHAEL F. CERVONI</u>
Address	<u>213-19 99th AVENUE, QUEENS VILLAGE, NY 11429</u>		
Telephone #	<u>718-465-9800</u>	Email	<u>mcervoni@jljiv.com</u>

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

PRIME CONTRACTOR ADOPTING AGENCY M/WBE PARTICIPATION GOALS

<input checked="" type="checkbox"/> 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
<p>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.</p> <p>Please review the Notice to Prospective Contractors for more information on how to obtain credit for M/WBE participation.</p>	\$ <u>2,510,770.00</u> X	<u>20%</u>	= \$ <u>502,154.00</u> Line 2

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

<input type="checkbox"/> For Prime Contractors (including Qualified Joint Ventures and M/WBE firms) adopting Modified M/WBE Participation Goals.	Total Bid/Proposal Value	Adjusted Participation Goal (From Partial Waiver)	Calculated M/WBE Participation Amount
<p>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.</p> <p>Please review the Notice to Prospective Contractors for more information on how to obtain credit for M/WBE participation.</p>	\$ X		= \$ Line 3



Tax ID #:

45-3039608

APT E-

PIN#:

85015B0137

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

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

MBE WBE

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

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

Section IV: General Contract Information

What is the expected percentage of the total contract dollar value that you expect to award in subcontracts for services, regardless of M/WBE status? % 60

Enter brief description of the type(s) and dollar value of subcontracts for all 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. DEMOLITION - \$29,000 (WBE)
- 2. ENVIRONMENTAL (ABATEMENT) - \$90,000 (WBE)
- 3. ASSESSMENT - \$40,000 (WBE)
- 4. PLUMBING - \$120,000 (WBE)
- 5. STRUCTURAL STEEL - \$39,000
- 6. ROOFING - \$170,000
- 7. ELEVATOR - \$70,000
- 8. GLAZING/STOREFRONT - \$175,000
- 9. CONCRETE - \$95,000
- 10. FLOORING - \$115,000
- 11.
- 12.
- 13.
- 14.
- 15.
- 16.
- 17.

Scopes of Subcontract Work

Section V: Vendor Certification and Required Affirmations

I hereby:

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

Signature

Michael F. Cervoni

Date

8/14/15

Print Name

MICHAEL F. CERVONI

Title

VICE PRESIDENT



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

Contract Overview

Tax ID # _____ FMS Vendor ID # _____

Business Name _____

Contact Name _____ Telephone # _____ Email _____

Type of Procurement Competitive Sealed Bids Other Bid/Response Due Date _____

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

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

_____ % Agency M/WBE Participation Goal

Proposed M/WBE Participation Goal as anticipated by vendor seeking waiver _____ % of the total contract value anticipated in good faith by the bidder/proposer to be subcontracted for services and/or credited to an M/WBE Prime Contractor or Qualified Joint Venture.

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

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

References

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

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



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

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

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

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

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

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

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

Shaded area below is for agency completion only

AGENCY CHIEF CONTRACTING OFFICER APPROVAL
 Signature: _____ Date: _____

CITY CHIEF PROCUREMENT OFFICER APPROVAL
 Signature: _____ Date: _____

Waiver Determination

Full Waiver Approved:
 Waiver Denied:
 Partial Waiver Approved:
 Revised Participation Goal: _____ %



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	<input checked="" type="checkbox"/>	NO
	* Note: Even if Yes is marked, the Exemption set forth below may apply.		
Plumbing Work	YES	<input checked="" type="checkbox"/>	NO
HVAC and Fire Protection Work	YES	<input checked="" type="checkbox"/>	NO
Electrical Work	YES	<input checked="" type="checkbox"/>	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 Invitation for Bids, and any of its subcontractors with subcontracts worth one 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 programs have three years of current, successful experience in providing career opportunities.

The failure to prove, upon request, that these requirements have been met shall result in the contract not being awarded to the contractor or the subcontract not being approved.

Please be further advised that, pursuant to Labor Law Section 220, the allowable ratio of apprentices to journeypersons in any craft classification shall not be greater than the ratio permitted to the contractor as to its workforce on any job under the registered apprenticeship program.

2) Apprenticeship Program Questionnaire

The bidder must submit a completed and signed Apprenticeship Program Questionnaire, 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 one million dollars or more.



APPRENTICESHIP PROGRAM QUESTIONNAIRE

PROJECT ID: PV678-BCA

The bidder must submit a completed and signed Apprenticeship Program Questionnaire unless it qualifies for the exemption set forth on the previous page.

Name of Bidder: JLS V ENTERPRISES, INC.

1) Does the bidder have an Apprenticeship Program 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 the bidder's Apprenticeship Program been registered with, and approved by, the New York State Commissioner of Labor?

YES NO

3) Has the bidder's Apprenticeship Program had three years of successful experience in providing career opportunities?

YES NO

If the answer to Question #3 is "Yes", the bidder shall, in the space below, provide information regarding the experience the Apprenticeship Program has had in providing career opportunities. The bidder may attach additional pages if necessary.

APPRENTICESHIP PROGRAM PARTICIPATION THROUGH UNION AGREEMENTS FOR BOTH PRIME GENERAL CONTRACTING, AND THROUGH SUBCONTRACTORS' UNION AGREEMENTS, FOR WHICH TRADES ARE SUB CONTRACTED FOR THE SUBJECT PROCUREMENT.

Bidder: JLS V ENTERPRISES, INC.

By: [Signature] (Signature of Partner or Corporate Officer)

Title: VICE PRESIDENT

Date: 8/14/15

AFFIRMATION

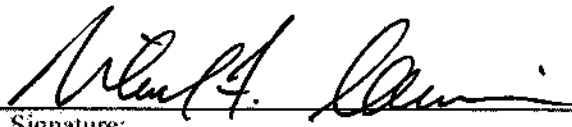
The undersigned bidder affirms and declares that said bidder is not in arrears to the City of New York upon debt, contract or taxes and is not a defaulter, as surety or otherwise, upon obligation to the City of New York, and has not been declared not responsible, or disqualified, by any agency of the 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: JLT V ENTERPRISES, INC.
Address: 213-19 99th AVENUE
City: QUEENS VILLAGE State: NY Zip Code: 11429

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
45-3039608

By: 
Signature:
Title: MICHAEL F. CORVINI, VICE 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.



BID BOND 1
FORM OF BID BOND

KNOW ALL MEN BY THESE PRESENTS. That we, J.L.J. V Enterprises, Inc.
213-19 99th Ave, Queens Village, NY 11429

hereinafter referred to as the "Principal", and Liberty Mutual Insurance Company
1200 MacArthur Blvd., Mahwah, NJ 07043

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

TEN PERCENT OF AMOUNT BID

(10% Amt 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 _____

Cont. #1 - PV678-BCA - 85015B0137 - Renovation of an Existing Building Including General Demolition, New Exterior Envelope & Openings, New Vertical Transportation, New Interior Partitions - Renovation of the Bronx

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

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

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

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

BID BOND 2

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

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

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


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

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers the 3rd day of August, 2015.

(Seal)

J.L.J. V Enterprises, Inc.

(L.S.)

Principal
By: 

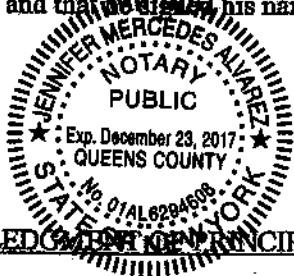
(Seal)

Liberty Mutual Insurance Company

Surety
By: 
Robert Kempner, Attorney-in-Fact

ACKNOWLEDGMENT OF PRINCIPAL IF A CORPORATION

State of New York County of Queens ss:
On this 14th day of August, 2015, before me personally came
Michael F. Cervoni to me known, who, being by me duly sworn, did depose and say
that he resides at 13 MADRE AVE., LOCUST VALLEY, NY 11560
that he is the VICE PRESIDENT of JLS V ENTERPRISES, 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.



Jennifer M. Alvarez
Notary Public

ACKNOWLEDGMENT OF PRINCIPAL IF A PARTNERSHIP

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

Notary Public

ACKNOWLEDGMENT OF PRINCIPAL IF AN INDIVIDUAL

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

Notary Public

AFFIX ACKNOWLEDGMENTS AND JUSTIFICATION OF SURETIES



ACKNOWLEDGEMENT OF PRINCIPAL, OF A CORPORATION

STATE OF _____

ss:

COUNTY OF _____

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

Notary Public

STATE OF New York

ss:

COUNTY OF Nassau

On this 3rd day of August, 2015, before me personally came Robert Kempner to me known, who, being by me duly sworn, did depose and say that he is an Attorney-In-Fact of Liberty Mutual 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 and 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.

LYNN ANN INFANTI
Notary Public, State of New York
No. 01IN8004951
Qualified in Suffolk County 2018
Commission Expires March 23, _____



My commission expires _____

Notary Public



THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 7017872

American Fire and Casualty Company
The Ohio Casualty Insurance Company

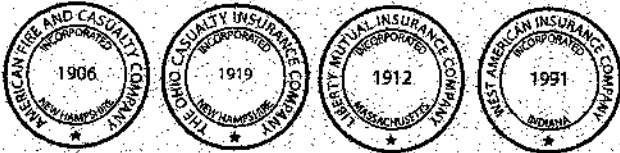
Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Joseph Storzo, Robert Kempner, Robert W. O'Kane, Susan P. Hammel

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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 11th day of June 2015



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

By: David M. Carey
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA SS
COUNTY OF MONTGOMERY

On this 11th day of June 2015, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2017
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

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

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 3rd day of August 2015



By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

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

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



LIBERTY MUTUAL INSURANCE COMPANY
 FINANCIAL STATEMENT — DECEMBER 31, 2014

Assets		Liabilities	
Cash and Bank Deposits	\$744,221,142	Unearned Premiums	\$6,288,178,795
*Bonds — U.S Government	1,718,117,704	Reserve for Claims and Claims Expense	16,879,324,618
*Other Bonds	11,205,872,087	Funds Held Under Reinsurance Treaties	211,983,009
*Stocks	9,533,437,819	Reserve for Dividends to Policyholders	1,246,547
Real Estate	277,742,849	Additional Statutory Reserve	40,877,587
Agents' Balances or Uncollected Premiums	4,150,041,316	Reserve for Commissions, Taxes and	
Accrued Interest and Rents	129,261,358	Other Liabilities	2,664,248,124
Other Admitted Assets	<u>14,896,464,393</u>	Total	<u>\$26,085,858,680</u>
Total Admitted Assets	<u>\$42,655,158,668</u>	Special Surplus Funds	\$53,954,363
		Capital Stock	10,000,000
		Paid in Surplus	8,829,117,542
		Unassigned Surplus	7,676,228,083
		Surplus to Policyholders	<u>16,569,299,988</u>
		Total Liabilities and Surplus	<u>\$42,655,158,668</u>



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

I, TIM MIKOLAJEWSKI, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2014, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 20th day of March, 2015.

T. Mikolajewski

Assistant Secretary



BID BREAKDOWN

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

General Construction	<u> x </u>	YES	_____	NO
Plumbing Work	<u> x </u>	YES	_____	NO
HVAC and Fire Protection Work	<u> x </u>	YES	_____	NO
Electrical Work	<u> x </u>	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.

NON-PLA

**ATTACHMENT 1 - BID INFORMATION
PROJECT ID: PV678-BCA**

DESCRIPTION AND LOCATION OF WORK:

**Bronx Council on the Arts Facility Renovation (Rebid)
2700 East Tremont Avenue
Bronx, NY 10461**

**E-PIN: 85015B0137 / DDC PIN: 8502015PV0014C; E-PIN: 85015B0138 / DDC PIN: 8502015PV0015C
E-PIN: 85015B0139 / DDC PIN: 8502015PV0016C; E-PIN: 85015B0140 / DDC PIN: 8502015PV0017C**

DOCUMENTS AVAILABLE AT:

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

SUBMISSION OF BIDS BEFORE BID OPENING:

TIME TO SUBMIT:

On or Before: **FRIDAY, AUGUST 14, 2015**

BIDS MUST BE CLOCKED IN PRIOR TO BID OPENING

PLACE TO SUBMIT:

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

BID OPENING:

PLACE OF BID OPENING:	Department of Design and Construction Contract Section 30-30 Thomson Avenue - First Floor Long Island City, NY 11101
DATE AND HOUR:	FRIDAY, AUGUST 14, 2015 AT 2:00 PM
	LATE BIDS WILL NOT BE ACCEPTED

PRE-BID WALK-THRU AND CONFERENCE:

PLACE	Bronx Council on the Arts 2700 East Tremont Avenue Bronx, NY 10461
DATE AND HOUR	WEDNESDAY, AUGUST 05, 2015 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) 391-3170 or (718) 391-1016 Fax: (718) 391-2615



**BID BOOKLET
PART B**

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: JLS VENTURES, INC.

DDC Project Number: PV 678 - BCA

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

Company has previously worked for DDC

2. Type(s) of Construction Work

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

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	<u>INTRASTATE RATE</u>	<u>INTERSTATE RATE</u>
<u>2014</u>	<u>0.96</u>	<u>0.96</u>
<u>2013</u>	<u>1.00</u>	<u>1.00</u>
<u>2012</u>	<u>1.00</u>	<u>1.00</u>

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:

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

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

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

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

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

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

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



YEAR	TOTAL NUMBERS OF HOURS WORKED BY EMPLOYEES	INCIDENT RATE
<u>2014</u>	<u>6,240</u>	<u>0</u>
<u>2013</u>	<u>8,320</u>	<u>0</u>
<u>2012</u>	<u>8,320</u>	<u>0</u>

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

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

5. Safety Performance on Previous DDC Project(s)

No. Contractor previously audited by the DDC Office of Site Safety.

DDC Project Number(s): _____

No. Accident on previous DDC Project(s).

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].

Date: 8/14/15

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

Title: VICE PRESIDENT

Pre-Award Process

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

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

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

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

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

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

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

- (D) **Project Specific Information:** If required, the bidder must submit the project specific information described below:
 - (1) **Statement indicating the number of years of experience the bidder has had and in what type of construction.**
 - (2) **Resumes of all key personnel to be involved in the project, including the proposed project superintendent.**
 - (3) **List of significant pieces of equipment expected to be used for the contract, and whether such equipment is owned or leased.**

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

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

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



A. PROJECT REFERENCES - SIMILAR CONTRACTS COMPLETED BY THE BIDDER

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

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



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

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

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



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

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

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

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OFFICE OF THE MAYOR
BUREAU OF LABOR SERVICES
CONTRACT CERTIFICATE

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

Contractor: _____

Address: _____

Telephone Number: _____

Name and Title of Signatory: _____

Contracting Agency or Owner: _____

Project Number: _____

Proposed Contract Amount: _____

Description and Address of Proposed Contract: _____

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

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

Date

Signature

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



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: JLS VENTURES, INC.
Bidder's Address: 213-19 99th AVENUE, QUEENS VILLAGE, NY 11429
Bidder's Telephone Number: 718-465-5200
Bidder's Fax Number: 718-465-5100
Date of Bid Opening: 8/14/15
Project ID: PV678-BCA

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

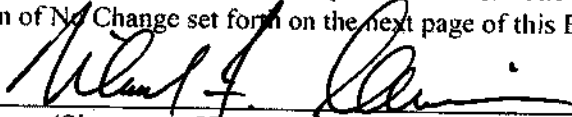
(1) **Submission of Vendex Questionnaires to MOCS:** By signing in the space provided below, the Bidder certifies that as of the date specified below, the Bidder has submitted Vendex Questionnaires to the Mayor's Office of Contract Services, Attn: VENDEX, 253 Broadway, 9th Floor, New York, New York 10007.

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: Michala E. Ceriani

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



Certificate of No Change Form

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

I, MICHAEL F. CERVANI, 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: ILT V ENTERPRISES, INC.

Vendor's Address: 213-19 99th AVENUE, QUEENS VILLAGE, NY 11429

Vendor's EIN or TIN: 45-3039608 Requesting Agency: NYCDOC

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: 4/2/2015

Signature date on change submission for the submitting vendor: _____



Principal Questionnaire

This section refers to the most recent principal questionnaire submissions.



	Principal Name	Date of signature on last full Principal Questionnaire	Date(s) of signature on submission of change
1	ANTHONY OLIVERA	4/2/15	
2	MICHAEL F. CORVINO	4/2/15	
3	JAMES TULLANO	4/2/15	
4	RYAN RUDOLPH	4/2/15	
5	STEPHEN LICATA	4/2/15	
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:

MICHAEL F. CORVINO
Name (Print)

VICE PRESIDENT
Title

JLT V ENTERPRISES, INC.
Name of Submitting Entity

[Signature] _____
Signature Date

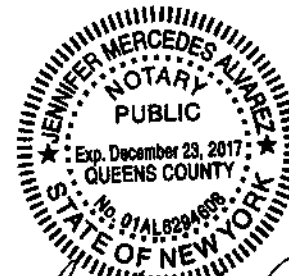
Notarized By:

[Signature]
Notary Public

Queens
County License Issued

01A16294608
License Number

Sworn to before me on: 8/14/2015
Date



[Signature]

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:

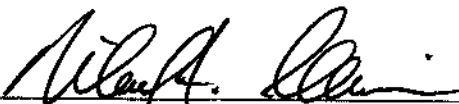
[Please Check One]

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: Queens, New York
August 14, 20 15

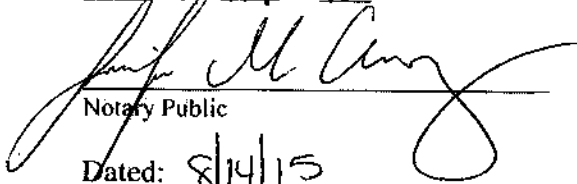


SIGNATURE
Michael F. Cerwan

PRINTED NAME
VICE PRESIDENT

TITLE

Sworn to before me this
14th day of Aug., 20 15



Notary Public
Dated: 8/14/15





CITY OF NEW YORK

DIVISION OF LABOR SERVICES

CONSTRUCTION EMPLOYMENT REPORT



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 MWBE 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 Locally Based Business Enterprise
 Women Owned Business Enterprise Emerging Business Enterprise
 Disadvantaged Business Enterprise
- 2a. If you are certified as an **MBE, WBE, LBE, EBE** or **DBE**, what city/state agency are you certified with? _____ Are you DBE certified? Yes No
3. Please indicate if you would like assistance from SBS in identifying certified MWBEs 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 CARPENTERS
6. Are you a Veteran owned company? Yes No

PART I: CONTRACTOR/SUBCONTRACTOR INFORMATION

7. 45-3039608 Employer Identification Number or Federal Tax I.D. maervai@jliv.com Email Address
8. DLT V ENTERPRISES, Inc. Company Name
9. 213-19 99th AVENUE, QUEENS VILLAGE, NY 11429 Company Address and Zip Code
10. ANTHONY QUINN Chief Operating Officer 718-465-9600 Telephone Number
11. SAME Designated Equal Opportunity Compliance Officer Telephone Number
(If same as Item #10, write "same")
12. SAME Name of Prime Contractor and Contact Person
(If same as Item #8, write "same")





Small Business
Services

Maria Torres-Springer
Commissioner

#215CY207

July 17, 2015

REVISED

Mr. Stephen Licata
Secretary
JLJ V Enterprises, Inc.
213-19 99th Avenue
Queens Village, NY 11429

RE: **NYC Department of Design & Construction Contract (DDC);** PIN No. #8502015FI0002C; Contract No. #F175LC8; Rehabilitation of hook and ladder company; Borough of Manhattan; Contract Value: \$6,038,124.00; **Certificate of Approval.**

Dear Mr. Licata:

The Department of Small Business Services/Division of Labor Services (DLS) has concluded that JLJ V Enterprises, Inc. meets the equal employment opportunity requirements of the City of New York, as stated in Executive Order No. 50 (1980) as amended (E.O. 50), its implementing Rules (Rules), and Chapter 56 of the City Charter (Chapter 56). Consequently, DLS has notified (**DDC**) of this determination.

Contingent upon JLJ V Enterprises, Inc.'s ongoing compliance with E.O. 50 and Chapter 56, this approval shall be effective for the three (3) year period commencing on June 2, 2015 and terminating June 1, 2018. **This determination for a three-year approval only exempts contractors from completing the policy and procedure section of the Employment Report on future contracts within this three-year period.** However, a Construction Employment Report must be submitted for each new project. In addition, JLJ V Enterprises, Inc. must regularly to DLS the Monthly Workforce Utilization Table and Monthly Payroll Records as explained during the pre-award conference on June 2, 2015.

It is important that JLJ V Enterprises, Inc. as a New York City contractor provide equal employment opportunity for all employees and applicants for employment.



PAGE TWO
July 17, 2015

Please direct all correspondence to Mr. Jacques St.Cloud, Project Manager.
Should you have any questions regarding this letter, you may call Mr. St.Cloud at (212) 513-9233 or e-mail him at JSt.Cloud@sbs.nyc.gov.

Very truly yours,

A handwritten signature in black ink, appearing to be 'Helen Wilson', with a long horizontal line extending to the right.

Helen Wilson
Assistant Commissioner
Division of Labor Services

cc: Phyllis Lopez (DDC)
Jacques St. Cloud
File



13. Number of employees in your company: 8

14. Contract information:

(a) NYCDDC Contracting Agency (City Agency) (b) \$2,510,770.00 Contract Amount
(c) PN678-BCA Procurement Identification Number (PIN) (d) _____ Contract Registration Number (CT#)
(e) 2/2016 Projected Commencement Date (f) 2/2017 Projected Completion Date

(g) Description and location of proposed contract:
NYCDDC CONTRACT PN678-BCA - Bronx Council on the Arts Renovation
REBID; 2700 EAST TRENT AVE, BRONX, NY 10461

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

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

AT OUR MAIN OFFICE, 213-19 99th AVENUE, QUEENS VILLAGE, NY 11429

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

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

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

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

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

- N Minorities and Women
N Individuals with handicaps
N 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) Michael F. Corvino 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.

JLS V ENTERPRISES, Inc.
Contractor's Name

Michael F. Corvino VICE PRESIDENT
Name of person who prepared this Employment Report Title

Michael F. Corvino VICE PRESIDENT
Name of official authorized to sign on behalf of the contractor Title

718-465-5200
Telephone Number

[Signature] 8/14/15
Signature of authorized official Date

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

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

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

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

Only original signatures accepted.

Sworn to before me this 14th day of August 20 15

[Signature]
Notary Public

Authorized Signature

8/14/15
Date





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

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

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

SUBCONTRACTOR'S NAME*	OWNERSHIP (ENTER APPROPRIATE CODE LETTERS BELOW)	WORK TO BE PERFORMED BY SUBCONTRACTOR	TRADE PROJECTED FOR USE BY SUBCONTRACTOR	PROJECTED DOLLAR VALUE OF SUBCONTRACT
TBD	TBD	MAINTENANCE Demolition	Demolition	\$250,000
TBD	TBD	Ass. Agreement	Environment	\$90,000
TBD	TBD	Masonry	Masonry	\$45,000
TBD	TBD	Masonry	Masonry	\$120,000
TBD	TBD	Struct. Steel	Steel	\$350,000

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

OWNERSHIP CODES

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



FORM B: PROJECTED WORKFORCE

TRADE CLASSIFICATION CODES

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

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

Trade: LABORERS / CARPENTERS

Union Affiliation, if applicable
79/608

Total (Col. #1-10):
6

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

Total Female
(Col. #6 - 10):
0

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

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

UNION



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)?

FORM C: CURRENT WORKFORCE

TRADE CLASSIFICATION CODES

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

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: Apprentices/Carriers

Union Affiliation, if applicable
79/608

Total (Col. #1-10):
6

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

Total Female
(Col. #6 - 10):
0

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

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

VMON



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)?



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

July 30, 2015

ADDENDUM No. # 1

FOR FURNISHING ALL LABOR AND MATERIAL NECESSARY AND REQUIRED FOR:

PV678-BCA

Bronx Council on the Arts Renovation Rebid

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. Questions from Bidders and Responses to Questions:**
See Attachment A.
- 2. Revisions to the Bid Booklet:**
See Attachment B.
- 3. 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

Name of Bidder

By:





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

August 10, 2015

ADDENDUM No. # 2

FOR FURNISHING ALL LABOR AND MATERIAL NECESSARY AND REQUIRED FOR:

PV678-BCA

Bronx Council on the Arts Renovation Rebid

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

2. **Revisions to the Drawings:**
See Attachment B

3. **Revisions to the Bid Booklet:**
Delete pages 21-1, 21-27 thru 21-31 and replace with pages 21-1R, 21-27R thru 21-32R, included with this Addendum.

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 Mastasi
Assistant Commissioner
Cultural/ Parks Programs

JLJ VENTURES, Inc.
Name of Bidder

By: 





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

August 12, 2015

ADDENDUM No. # 3

FOR FURNISHING ALL LABOR AND MATERIAL NECESSARY AND REQUIRED FOR:

PV678-BCA

Bronx Council on the Arts Renovation Rebid

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. **Questions from Bidders and Responses to Questions:**
See Attachment A
2. **Revisions to the Drawings:**
See Attachment B
3. **Revisions to the Bid Booklet:**
Delete page 21-14 and replace with page 21-14R, included with this Addendum.

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

ILJ VENTURES, INC.
Name of Bidder

By: 



**BID BOOKLET
PART A**

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.

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

BID BOOKLET

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

SPECIAL NOTICE TO BIDDERS

BID SUBMISSION REQUIREMENTS

**THE FOLLOWING DOCUMENTS ARE TO BE COMPLETED
AND SUBMITTED WITH THE BID:**

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

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

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

Special Experience Requirements apply as indicated below.

Bidder(s):	General Construction	<input checked="" type="checkbox"/>	YES	<input type="checkbox"/>	NO
Specific Areas of Work:	General Construction	<input checked="" type="checkbox"/>	YES	<input type="checkbox"/>	NO
Manufacturer(s):	General Construction	<input checked="" type="checkbox"/>	YES	<input type="checkbox"/>	NO

- (A) **EXPERIENCE REQUIREMENTS FOR THE BIDDER:** The special experience requirements set forth below apply to the bidder(s) indicated above. Compliance with such special experience requirements will be determined solely by the City prior to an award of contract. Failure to comply with the special experience requirements will result in the rejection of the bid as non-responsive.
- The bidder must, within the last five (5) consecutive years prior to the bid opening, have successfully completed in a timely fashion at least three (3) projects similar in scope and type to the required work.
- (B) **QUALIFICATION FORM:** For each project submitted to demonstrate compliance with the special experience requirements, the bidder(s) indicated above must complete the Qualification Form included in the Bid Booklet. The City will only evaluate a project if the following criteria are met: (1) the project is described on the Qualification Form, and (2) all information on the Qualification Form is provided. The City will not evaluate any project which does not comply with the criteria set forth herein, including any project which is referred to only on the resume of an individual.
- (C) **CONDITIONS:** The City may, in determining compliance with the special experience requirements set forth above, consider prior projects completed by principal(s) or other employees of the bidder while affiliated with another entity, subject to the conditions set forth below.
- Any principal or other employee on whose prior experience the bidder is relying to demonstrate compliance with this special experience requirement must have held the following: (a) a significant management role in the prior entity with which he/she was affiliated, and (b) a significant management role in the entity submitting the bid for a period of six months or from the inception of the bidding entity. If the bidder is relying on the prior experience of a principal or employee, it must submit documentation confirming the position held by such principal or employee in the prior entity, as well as in the bidding entity.
 - The bidder may not rely on the experience of its principals or other employees to demonstrate compliance with any other requirements, including without limitation, financial requirements or requirements for a specified minimum amount of annual gross revenues.
- (D) **JOINT VENTURES:** In the event the bidder is a joint venture, at least one firm in the joint venture must meet the above described experience requirements.
- (E) **EXPERIENCE REQUIREMENTS FOR SPECIFIC AREAS OF WORK:** The special experience requirements set forth below apply to the contractor or subcontractor that will perform specific areas of work. Compliance with such experience requirements will be evaluated after an award of contract. Within two (2) weeks of such award, the contractor will be required to submit the qualifications of the contractor or subcontractor that will perform these specific areas of work. If the bidder intends to perform these specific areas of work with its own forces, it must demonstrate compliance with the special experience requirements. If the bidder intends to subcontract these specific areas of work, its proposed subcontractor(s) must demonstrate compliance with the special experience requirements. Once approved, no substitution will be permitted, unless the qualifications of the proposed replacement have been approved in writing in advance by the City. The bidder is advised to carefully review these special experience requirements prior to submitting its bid, as such experience requirements will be strictly enforced.

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

General Construction

- Section 064023: Architectural Woodwork
- Section 075200: Modified Bitumen Roofing
- Section 084313: Aluminum Entrances and Storefronts
- Section 088000: Glass and Glazing

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

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

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

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

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

General Construction

- Section 084313: Aluminum Entrances and Storefronts
- Section 088000: Glass and Glazing

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

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

Qualification Form

Project ID: PV678-BCA

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

Name of Contractor: _____

Name of Project: _____

Location of Project: _____

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

Name: _____

Title: _____ Phone Number: _____

Brief description of work completed: _____

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

Amount of Contract: _____

Date of Completion: _____

Name of Contractor: _____

Name of Project: _____

Location of Project: _____

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

Name: _____

Title: _____ Phone Number: _____

Brief description of work completed: _____

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

Amount of Contract: _____

Date of Completion: _____

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MWBE PROGRAM

M/WBE UTILIZATION PLAN

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

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

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

Rejection of the Bid: The bidder must complete Schedule B: M/WBE Utilization Plan (Part II) set forth in this Bid Booklet on the pages following the section entitled "Notice to All Prospective Contractors". A Schedule B submitted by the bidder which does not include the Vendor Certification and Required Affirmations (See Section V of Part II) will be deemed to be non-responsive, unless a full waiver of the Participation Goals is granted (Schedule B, Part III). In the event that the City determines that the bidder has submitted a Schedule B where the Vendor Certification and Required Affirmations are completed but other aspects of the Schedule B are not complete, or contain a copy or computation error that is at odds with the Vendor Certification and Required Affirmations, the bidder will be notified by the Agency and will be given four (4) calendar days from receipt of notification to cure the specified deficiencies and return a completed Schedule B to the Agency. Failure to do so Receipt of notification is defined as the date notice is emailed or faxed (if the bidder has provided an email address or fax number), or no later than five (5) days from the date of mailing or upon delivery, if delivered.

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

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NOTICE TO ALL PROSPECTIVE CONTRACTORS

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

ARTICLE I. M/WBE PROGRAM

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

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

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

PART A

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

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

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

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

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

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

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

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

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

(ii) **Participation Goals** on a Master Services Agreement will be established for individual Task Orders issued after the Master Services Agreement is awarded. If **Participation Goals** have been established on a Task Order, a contractor shall be required to submit a Schedule B – M/WBE Utilization Plan For Independently Registered Task Orders That Are Issued Pursuant to Master Services Agreements, Part II (see Pages 2-4) indicating: (a) whether the contractor is an MBE or WBE, or qualified joint venture; (b) the percentage of work it intends to award to direct subcontractors; and (c) in cases where the contractor intends to award direct subcontracts, a description of the type and dollar value of work designated for participation by MBEs and/or WBEs, and the time frames in which 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 on 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.

Tax ID #: _____

APT E-
PIN#: 85015B0137

Contract # 1 - General Construction Work

SCHEDULE B - M/WBE Utilization Plan

Part I: M/WBE Participation Goals

Part I to be completed by contracting agency

Contract Overview

APT E-Pin # 85015B0137 FMS Project ID#: PV678-BCA

Project Title/Agency Bronx Council on the Arts Facility Renovation Rebid

PIN # 8502015PV0014C

Bid/Proposal

Response Date: August 14, 2015

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)

This Project consists of the renovation of an existing building including general demolition, new exterior envelope and openings, new vertical transportation, new interior partitions and new mechanical, electrical and plumbing.

M/WBE Participation Goals for Services

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

Prime Contract Industry: Construction

Group	Percentage	
<u>Unspecified *</u>	<u>20</u>	<u>%</u>
OR		
<u>Black American</u>	<u>UNSPECIFIED</u>	<u>%</u>
<u>Hispanic American</u>	<u>UNSPECIFIED</u>	<u>%</u>
<u>Asian American</u>	<u>UNSPECIFIED</u>	<u>%</u>
<u>Women</u>	<u>UNSPECIFIED</u>	<u>%</u>
Total Participation Goals	20	%

Line 1

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

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Tax ID #: _____

APT E-
PIN#: 85015B0138

Contract # 2 - Plumbing Work

SCHEDULE B - M/WBE Utilization Plan

Part I: M/WBE Participation Goals

Part I to be completed by contracting agency

Contract Overview

APT E-Pin #	<u>85015B0138</u>	FMS Project ID#:	<u>PV678-BCA</u>
Project Title/Agency	<u>Bronx Council on the Arts Facility Renovation Rebid</u>		
PIN #	<u>8502015PV0015C</u>		
Bid/Proposal Response Date:	<u>August 14, 2015</u>		
Contracting Agency	<u>Department of Design and Construction</u>		
Agency Address	<u>30-30 Thomson Avenue</u>	City	<u>Long Island City</u> State <u>NY</u> Zip Code <u>11101</u>
Contact Person	<u>Norma Negron</u>	Title	<u>MWBE Liaison & Compliance Analyst</u>
Telephone #	<u>(718) 391-1502</u>	Email	<u>negronn@ddc.nyc.gov</u>

Project Description (attach additional pages if necessary)

This Project consists of the renovation of an existing building including general demolition, new exterior envelope and openings, new vertical transportation, new interior partitions and new mechanical, electrical and plumbing.

M/WBE Participation Goals for Services

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

Prime Contract Industry: Construction

Group	Percentage
<u>Unspecified *</u>	<u>5 %</u>
OR	
Black American	<u>UNSPECIFIED %</u>
Hispanic American	<u>UNSPECIFIED %</u>
Asian American	<u>UNSPECIFIED %</u>
Women	<u>UNSPECIFIED %</u>
Total Participation Goals	5 %

Line 1

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

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Tax ID #: _____

APT E-
PIN#: 85015B0139

Contract # 3 - HVAC Work

SCHEDULE B - M/WBE Utilization Plan

Part I: M/WBE Participation Goals

Part I to be completed by contracting agency

Contract Overview

APT E-Pin # 85015B0139 FMS Project ID#: PV678-BCA

Project Title/Agency Bronx Council on the Arts Facility Renovation Rebid

PIN # 8502015PV0016C

Bid/Proposal
Response Date: August 14, 2015

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)

This Project consists of the renovation of an existing building including general demolition, new exterior envelope and openings, new vertical transportation, new interior partitions and new mechanical, electrical and plumbing.

M/WBE Participation Goals for Services

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

Prime Contract Industry: Construction

Group	Percentage
<u>Unspecified *</u>	<u>10 %</u>
<u>Or</u>	
<u>Black American</u>	<u>UNSPECIFIED %</u>
<u>Hispanic American</u>	<u>UNSPECIFIED %</u>
<u>Asian American</u>	<u>UNSPECIFIED %</u>
<u>Women</u>	<u>UNSPECIFIED %</u>
Total Participation Goals	10 %

Line 1

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

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Tax ID #: _____

APT E-
PIN#: 85015B0140

Contract # 4 - Electrical Work

SCHEDULE B - M/WBE Utilization Plan

Part I: M/WBE Participation Goals

Part I to be completed by contracting agency

Contract Overview

APT E-Pin # 85015B0140 FMS Project ID#: PV678-BCA

Project Title/Agency Bronx Council on the Arts Facility Renovation Rebid

PIN # 8502015PV0017C

Bid/Proposal Response Date: August 14, 2015

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)

This Project consists of the renovation of an existing building including general demolition, new exterior envelope and openings, new vertical transportation, new interior partitions and new mechanical, electrical and plumbing.

M/WBE Participation Goals for Services

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

Prime Contract Industry: Construction

Group	Percentage	
<u>Unspecified *</u>	<u>10</u>	<u>%</u>
<u>Of</u>		
<u>Black American</u>	<u>UNSPECIFIED</u>	<u>%</u>
<u>Hispanic American</u>	<u>UNSPECIFIED</u>	<u>%</u>
<u>Asian American</u>	<u>UNSPECIFIED</u>	<u>%</u>
<u>Women</u>	<u>UNSPECIFIED</u>	<u>%</u>
Total Participation Goals	10	%

Line 1

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

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Tax ID #: _____

SCHEDULE B - Part II: M/WBE Participation Plan

Part II to be completed by the bidder/proposer:

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

Section I: Prime Contractor Contact Information

Tax ID # _____	FMS Vendor ID # _____
Business Name _____	Contact Person _____
Address _____	
Telephone # _____	Email _____

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

PRIME CONTRACTOR ADOPTING AGENCY M/WBE PARTICIPATION GOALS

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

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

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

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

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

MBE WBE

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

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

Section IV: General Contract Information

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

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

- 1. _____
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- 6. _____
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- 14. _____
- 15. _____
- 16. _____
- 17. _____

✓ **Scopes of Subcontract Work**

Section V: Vendor Certification and Required Affirmations

I hereby:

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

Signature _____
Print Name _____

Date _____
Title _____

Tax ID #: _____

Contract #2 - Plumbing Work

SCHEDULE B - Part II: M/WBE Participation Plan

Part II to be completed by the bidder/proposer:

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

Section I: Prime Contractor Contact Information

Tax ID # _____	FMS Vendor ID # _____
Business Name _____	Contact Person _____
Address _____	
Telephone # _____	Email _____

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

PRIME CONTRACTOR ADOPTING AGENCY M/WBE PARTICIPATION GOALS

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

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

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

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

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

MBE WBE

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

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

Section IV: General Contract Information

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

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

- 1. _____
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- 14. _____
- 15. _____
- 16. _____
- 17. _____

✓ **Scopes of Subcontract Work**

Section V: Vendor Certification and Required Affirmations

I hereby:

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

Signature _____

Date _____

Print Name _____

Title _____

Tax ID # _____

APT E-

PIN#

85015B0139

Contract #3 - HVAC Work

SCHEDULE B - Part II: M/WBE Participation Plan

Part II to be completed by the bidder/proposer:

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

Section I: Prime Contractor Contact Information

Tax ID # _____	FMS Vendor ID # _____
Business Name _____	Contact Person _____
Address _____	
Telephone # _____	Email _____

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

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

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

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

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

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

MBE WBE

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

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

Section IV: General Contract Information

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

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

- 1. _____
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- 14. _____
- 15. _____
- 16. _____
- 17. _____

✓ **Scopes of Subcontract Work**

Section V: Vendor Certification and Required Affirmations

I hereby:

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

Signature _____

Date _____

Print Name _____

Title _____

Tax ID #: _____

APT E-

PIN#: **85015B0140**

Contract #4 - Electrical Work

SCHEDULE B - Part II: M/WBE Participation Plan

Part II to be completed by the bidder/proposer:

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

Section I: Prime Contractor Contact Information			
Tax ID# _____	FMS Vendor ID # _____		
Business Name _____	Contact Person _____		
Address _____			
Telephone # _____	Email _____		

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

PRIME CONTRACTOR ADOPTING AGENCY M/WBE PARTICIPATION GOALS			
<input type="checkbox"/> For Prime Contractors (including Qualified Joint Ventures and M/WBE firms) adopting Agency M/WBE Participation Goals.	Total Bid/Proposal Value	Agency Total Participation Goals (Line 1, Page 1)	Calculated M/WBE Participation Amount
<p>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.</p> <p>Please review the Notice to Prospective Contractors for more information on how to obtain credit for M/WBE participation.</p>	\$ _____	X _____	= \$ Line 2

PRIME CONTRACTOR OBTAINED PARTIAL WAIVER APPROVAL: ADOPTING MODIFIED M/WBE PARTICIPATION GOALS			
<input type="checkbox"/> For Prime Contractors (including Qualified Joint Ventures and M/WBE firms) adopting Modified M/WBE Participation Goals.	Total Bid/Proposal Value	Adjusted Participation Goal (From Partial Waiver)	Calculated M/WBE Participation Amount
<p>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.</p> <p>Please review the Notice to Prospective Contractors for more information on how to obtain credit for M/WBE participation.</p>	\$ _____	X _____	= \$ Line 3

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

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

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

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

Section IV: General Contract Information

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

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

- 1. _____
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- 14. _____
- 15. _____
- 16. _____
- 17. _____

✓ **Scopes of Subcontract Work**

Section V: Vendor Certification and Required Affirmations

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

Signature _____
Print Name _____

Date _____
Title _____

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

Contract Overview

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

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

_____ % Agency M/WBE Participation Goal

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

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

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

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

References

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

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

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

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

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

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

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

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

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

Shaded area below is for agency completion only

AGENCY CHIEF CONTRACTING OFFICER APPROVAL
 Signature: _____ Date: _____

CITY CHIEF PROCUREMENT OFFICER APPROVAL
 Signature: _____ Date: _____

Waiver Determination

Full Waiver Approved:
 Waiver Denied:
 Partial Waiver Approved: %
 Revised Participation Goal: _____ %

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	<input checked="" type="checkbox"/>	NO
	* Note: Even if Yes is marked, the Exemption set forth below may apply.		
Plumbing Work	YES	<input checked="" type="checkbox"/>	NO
HVAC and Fire Protection Work	YES	<input checked="" type="checkbox"/>	NO
Electrical Work	YES	<input checked="" type="checkbox"/>	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 Invitation for Bids, and any of its subcontractors with subcontracts worth one 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 programs have three years of current, successful experience in providing career opportunities.

The failure to prove, upon request, that these requirements have been met shall result in the contract not being awarded to the contractor or the subcontract not being approved.

Please be further advised that, pursuant to Labor Law Section 220, the allowable ratio of apprentices to journeymen in any craft classification shall not be greater than the ratio permitted to the contractor as to its workforce on any job under the registered apprenticeship program.

2) Apprenticeship Program Questionnaire

The bidder must submit a completed and signed Apprenticeship Program Questionnaire, 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	<input type="checkbox"/>	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 one million dollars or more.

APPRENTICESHIP PROGRAM QUESTIONNAIRE

PROJECT ID: PV678-BCA

The bidder must submit a completed and signed Apprenticeship Program Questionnaire unless it qualifies for the exemption set forth on the previous page.

Name of Bidder: _____

1) Does the bidder have an Apprenticeship Program 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 the bidder's Apprenticeship Program been registered with, and approved by, the New York State Commissioner of Labor?

_____ YES _____ NO

3) Has the bidder's Apprenticeship Program had three years of successful experience in providing career opportunities?

_____ YES _____ NO

If the answer to Question #3 is "Yes", the bidder shall, in the space below, provide information regarding the experience the Apprenticeship Program has had in providing career opportunities. The bidder may attach additional pages if necessary.

Bidder: _____

By: _____
(Signature of Partner or Corporate Officer)

Title:

Date:

**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: PV678-BCA

**Bronx Council on the Arts Facility Renovation Rebid
2700 East Tremont Avenue
Bronx, NY 10461**

Name of Bidder: _____

Date of Bid Opening: _____

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

Place of Business of Bidder: _____

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

Bidder's Email Address: _____

Residence of Bidder (If Individual): _____

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

Namés of Partners

Residence of Partners

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

Organized under the laws of the State of _____

Name and Home Address of President: _____

Name and Home Address of Secretary: _____

Name and Home Address of Treasurer: _____

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BID FORM

The above-named Bidder affirms and declares:

1. The said bidder is of lawful age and the only one interested in this bid; and no person, firm or corporation other than hereinbefore named has any interest in this bid, or in the Contract proposed to be taken.
2. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief: (1) the prices in this bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; (2) unless otherwise required by law, the prices quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and (3) no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.
3. No councilman or other officer or employee or person whose salary is payable in whole or in part from the City Treasury is directly or indirectly interested in this bid, or in the supplies, materials, equipment, work or labor to which it relates, or in any of the profits thereof.
4. The bidder is not in arrears to the City of New York upon debt or contract or taxes, and is not a defaulter, as surety or otherwise, upon any obligation of the City of New York, and has not been declared not responsible, or disqualified, by any agency of the City of New York or State of New York, nor is there any proceeding pending relating to the responsibility or qualification of the bidder to receive public contracts except as set forth on the Affirmation included as page 17 of this Bid Booklet.

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

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

6. Compliance Report

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

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

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

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

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

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

Section V: Vendor Certification and Required Affirmations:

I hereby:

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

BID FORM

**PROJECT ID: PV678-BCA
Contract #1 - General Construction Work**

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 item (B) set forth below. Total Price shall include all costs and expenses, i.e. labor, material overhead and profit for all the Work, described and shown in the drawings and specifications.

Total Price For
Labor

Total Price for Material Sold and
Delivered

\$ _____ + \$ _____ Total Price for Item A= \$ _____

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

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

BIDDER'S SIGNATURE AND AFFIDAVIT

Bidder: _____

By: _____
(Signature of Partner or corporate officer)

Attest: _____
(Corporate Seal) Secretary of Corporate Bidder

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

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BID FORM

**PROJECT ID: PV678-BCA
Contract #2 - Plumbing Work**

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 item (B) set forth below. Total Price shall include all costs and expenses, i.e. labor, material overhead and profit for all the Work, described and shown in the drawings and specifications.

Total Price For
Labor

Total Price for Material Sold and
Delivered

\$ _____ +

\$ _____

Total Price for Item A= \$ _____

- B. ALLOWANCE for Incidental Asbestos Abatement
(Section 220013 of the Specifications)

\$15,000.00

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

\$ _____

BIDDER'S SIGNATURE AND AFFIDAVIT

Bidder: _____

By: _____
(Signature of Partner or corporate officer)

Attest: _____
(Corporate Seal) Secretary of Corporate Bidder

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

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BID FORM

PROJECT ID: PV678-BCA
Contract #3 - HVAC and Fire Protection Work

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 item (B) set forth below. Total Price shall include all costs and expenses, i.e. labor, material overhead and profit for all the Work, described and shown in the drawings and specifications.

Total Price For
Labor

Total Price for Material Sold and
Delivered

\$ _____ + \$ _____ Total Price for Item A= \$ _____

- B. **ALLOWANCE** for Incidental Asbestos Abatement (Section 230013 of the Specifications) **\$15,000.00**

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

BIDDER'S SIGNATURE AND AFFIDAVIT

Bidder: _____

By: _____
(Signature of Partner or corporate officer)

Attest: _____ Secretary of Corporate Bidder
(Corporate Seal)

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

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BID FORM

PROJECT ID: PV678-BCA
Contract #4 - Electrical Work

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 item (B) set forth below. Total Price shall include all costs and expenses, i.e. labor, material overhead and profit for all the Work, described and shown in the drawings and specifications.

Total Price For
Labor

Total Price for Material Sold and
Delivered

\$ _____ +

\$ _____

Total Price for Item A= \$ _____

- B. **ALLOWANCE for Incidental Asbestos Abatement**
(Section 260013 of the Specifications)

\$15,000.00

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

\$ _____

BIDDER'S SIGNATURE AND AFFIDAVIT

Bidder: _____

By: _____
(Signature of Partner or corporate officer)

Attest: _____
(Corporate Seal) Secretary of Corporate Bidder

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

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BID FORM (TO BE NOTARIZED)

AFFIDAVIT WHERE BIDDERS IS AN INDIVIDUAL

STATE OF NEW YORK, COUNTY OF _____ ss:

_____ being duly sworn says:

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

(Signature of the person who signed the Bid)

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

Notary Public

AFFIDAVIT WHERE BIDDERS IS A PARTNERSHIP

STATE OF NEW YORK, COUNTY OF _____ ss:

_____ being duly sworn says:

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

(Signature of Partner who signed the Bid)

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

Notary Public

AFFIDAVIT WHERE BIDDERS IS A CORPORATION

STATE OF NEW YORK, COUNTY OF _____ ss:

_____ being duly sworn says:

I am the _____ of the above named corporation whose name is subscribed to and which executed the foregoing bid. I reside at _____
I have knowledge of the several matters therein stated, and they are in all respects true.

(Signature of Corporate Officer who signed the Bid)

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

Notary Public

AFFIRMATION

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

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

Full Name of Bidder: _____
Address: _____
City: _____ State: _____ Zip Code: _____

CHECK ONE BOX AND INCLUDE APPROPRIATE NUMBER:

- A - Individual or Sole Proprietorship *
SOCIAL SECURITY NUMBER

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

- C - Corporation
EMPLOYER IDENTIFICATION NUMBER

By: _____
Signature: _____

Title: _____

If a corporation, place seal here

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

BID BOND 1
FORM OF BID BOND

KNOW ALL MEN BY THESE PRESENTS. That we, _____

hereinafter referred to as the "Principal", and _____

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

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

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

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

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

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

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

BID BOND 2

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

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

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

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

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

(Seal)

Principal (L.S.)

By: _____

(Seal)

Surety

By: _____

ACKNOWLEDGEMENT OF PRINCIPAL, IF A CORPORATION

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

Notary Public

ACKNOWLEDGEMENT OF PRINCIPAL, IF A PARTNERSHIP

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

Notary Public

ACKNOWLEDGEMENT OF PRINCIPAL, IF AN INDIVIDUAL

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

Notary Public

AFFIX ACKNOWLEDGEMENTS AND JUSTIFICATION OF SURETIES

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BID BREAKDOWN

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

General Construction	<u> x </u>	YES		NO
Plumbing Work	<u> x </u>	YES		NO
HVAC and Fire Protection Work	<u> x </u>	YES		NO
Electrical Work	<u> x </u>	YES		NO

Limitations on Use of Bid Breakdown:

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

Instructions for Preparing Bid Breakdown:

- (A) The Bid Breakdown is set forth on the following pages of this Bid Booklet and is in accordance with the Construction Specification Institute (CSI) format. For all items of work listed in the Bid Breakdown, the bidder must indicate the price for labor and the price for material, as well as the estimated quantities required.
- (B) In preparing its Bid Breakdown, the bidder shall submit prices that include all costs for overhead and profit. Overhead shall include, without limitation, all costs in connection with the following: administration, management, superintendence, small tools, insurance, bonds, and provision of services or items required by the General Conditions [except for Security/Fire Guard Services and Temporary Heat]. If the Project requires Security/Fire Guard Services and/or Temporary Heat, such service(s) will be included as separate line items in the Bid Breakdown.
- (C) If an item is set forth in the Bid Breakdown, but is not included in the Contract Documents (Drawings, Specifications, General Conditions, and/or Addenda), the bidder is advised to leave the item blank and exclude the cost of the item from its grand total. In an attachment to its Bid Breakdown, the bidder shall provide a list of all items left blank.
- (D) If an item is not set forth in the Bid Breakdown, but is included in the Contract Documents (Drawings, Specifications, General Conditions, and/or Addenda), the bidder is advised to add the item to its Bid Breakdown and include the cost of the item in its grand total. In an attachment to its Bid Breakdown, the bidder shall provide a list of all items added.

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NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

Project: Bronx Council on the Arts Facility Renovation Rebid

Location: 2700 East Tremont Avenue, the Bronx, NY 10461

Bidder:

CONTRACTOR'S BID BREAKDOWN FORM

CONTRACT 1 - GENERAL CONSTRUCTION WORK

DDC ID: PV678-BCA

Sponsor Agency: Dept. of Cultural Affairs

CSI Number	Description	Quantity	Unit	Unit Cost of Material	Total Cost of Material	Unit Cost of Labor	Total Cost of Labor	Total Cost: Materials and Labor
	CONTRACT 1 - GENERAL CONSTRUCTION WORK							
01 0000	GENERAL REQUIREMENTS							
01 1000	SUMMARY OF WORK							
	Mobilization		ls					
	Security Guard (unarmed)		ls					
	Scaffolding		sf					
	LEED provisions		ls					
	Load/ haul debris off-site and dispose		ls					
	Subtotal							
02 0000	EXISTING CONDITIONS							
02 4119	SELECTIVE DEMOLITION AND ALTERATION WORK							
	Exterior Demolition, Façade:							
	Ptd metal panel band		sf					
	Travertine panels		sf					
	All storefront glazing, doors, and sidelites		sf					
	Windows and frames		ea					
	Hollow metal doors and frames		ea					
	Steel security grilles over windows and doors		sf					
	Exterior wall vents		ea					
	Security pass through, 1'6"x1'6"		ea					
	Expand exist opening or create new opening in exterior brick wall		sf					
	Provide temporary shoring at exterior wall		lf					
	Roof:							
	Remove exist roof guardrail and associated components		lf					
	Remove roof hatch		ea					
	Remove exist roof membrane and associated flashings down to substrate (assume non-contaminated)		sf					

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NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

Project: Bronx Council on the Arts Facility Renovation Rebid
Location: 2700 East Tremont Avenue, the Bronx, NY 10461

Bidder:

CONTRACTOR'S BID BREAKDOWN FORM

CONTRACT 1 - GENERAL CONSTRUCTION WORK

DDC ID: PV678-BCA

Sponsor Agency: Dept. of Cultural Affairs

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
	Interior Demolition:							
	Temporary shoring of beams at removed structural members		lf					
	Temporary shoring / protection at sawcut openings in concrete floor slabs		sf					
	Miscellaneous temporary interior protection during demolition / new construction		sf					
	Remove existing block / CMU partitions in cellar		sf					
	Remove existing perimeter wall furring in cellar		sf					
	Remove existing GWB partitions throughout		sf					
	Remove existing GWB kneewall w/ glazing		lf					
	Remove existing GWB furring (east perimeter wall)		sf					
	Remove existing GWB furring (other perimeter walls)		sf					
	Remove existing vestibule glazing		lf					
	Remove existing vestibule glass doors / hardware, double		pr					
	Remove existing doors / frames / hardware, single		ea					
	Remove existing floor hatch at cellar clean-out pit, 1'-2" x 1'-2"		ea					
	Remove existing floor return grille, 5' x 1'		ea					
	Remove existing floor finishes (resilient flooring / carpeting)		sf					
	Remove existing floor finishes (ceramic tile)		sf					
	Remove existing ceiling finishes (dropped / suspended ceilings)		sf					
	Remove existing toilet partitions		ea					
	Remove existing urinal partition		ea					
	Remove existing janitor accessories		room					
	Remove existing toilet accessories		room					
	Remove existing toilet vanities		lf					
	Remove existing kitchenette millwork		lf					
	Remove existing teller millwork		lf					
	Remove existing vault room safe (incl. engineering / shoring)		ea					
	Remove existing stair railing (existing to remain stair from cellar to ground floor)		lf					

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NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

Project: Bronx Council on the Arts Facility Renovation Rebid
Location: 2700 East Tremont Avenue, the Bronx, NY 10461
Bidder:

CONTRACTOR'S BID BREAKDOWN FORM

CONTRACT 1 - GENERAL CONSTRUCTION WORK

DDC ID: PV678-BCA

Sponsor Agency: Dept. of Cultural Affairs

CSI Number	Description	Quantity	Unit	Unit Cost of Material	Total Cost of Material	Unit Cost of Labor	Total Cost of Labor	Total Cost: Materials and Labor
	Remove existing stairs w/ associated supports and railing (stair 'A')		lfr					
	Remove existing stairs w/ associated supports, landing and railing (stair 'C')		lfr					
	Remove existing structural girders		lf					
	Remove existing structural columns		loc					
	Remove existing brick column		loc					
	Trench existing concrete slab in cellar for new plumbing work (drains)		sf					
	Sawcut and remove existing concrete slab in cellar for new concrete footings		sf					
	Sawcut and remove existing concrete slab in cellar for new thickened slab		sf					
	Sawcut and remove existing concrete slab in cellar for new LULA elevator pit		sf					
	Excavate for new concrete footings (hand excavation) - 2-4x4 ftgs		cy					
	Excavate for new thickened slab (hand excavation) at stair A		cy					
	Excavate for new LULA elevator pit (hand excavation), approx 3' deep		cy					
	Dispose of excess material off site (spoils)		cy					
	Sawcut and remove existing concrete floor slabs for new elevator / stair		sf					
	Miscellaneous sawcutting / removals		ls					
	Subtotal							
02 8213	ASBESTOS ABATEMENT							
	Remove aircell pipe insulation (gray)		lf					
	Remove 12"x12" brown floor tile & associated mastic in cellar		sf					
	Remove tar on fiberglass duct insulation (black)		lf					
	Remove ceramic baseboard mortar (gray)		sf					

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NEW YORK CITY DEPARTMENT OF
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Project: Bronx Council on the Arts Facility Renovation Rebid
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Bidder:

CONTRACTOR'S BID BREAKDOWN FORM

CONTRACT 1 - GENERAL CONSTRUCTION WORK

DDC ID: PV678-BCA

Sponsor Agency: Dept. of Cultural Affairs

CSI Number	Description	Quantity	Unit	Unit Cost of Material	Total Cost of Material	Unit Cost of Labor	Total Cost of Labor	Total Cost: Materials and Labor
	Remove 12"x12" brown and beige floor tile & associated mastic (yellow) on ground floor		sf					
	Remove 12"x12" brown floor tile (black), associated mastic and contaminated carpet tiles		sf					
	Remove 12"x12" red and gray tiles and associated mastic		sf					
	Remove parapet base flashing (black)		sf					
	Remove eave flashing (black)		sf					
	Remove exhaust vent/ hatch door flashing (black)		sf					
	Remove drain, rail support and pitch pocket flashing		sf					
	Remove tar on metal flashing, terracotta coping and parapet waterproofing coat		sf					
	Remove terracotta coping caulking		lf					
	Subtotal							
03 0000	CONCRETE							
03 3000	CAST-IN-PLACE CONCRETE							
	New concrete footings - 2-4x4 ftgs		ea					
	Reinforcing rebar and anchor bolts		lbs					
	Pour new slab over footing to match existing		sf					
	New thickened slab at stair A stringer, S202		sf					
	New LULA elevator pit:							
	12" thk. 2-way mat slab		sf					
	12" thk. Pit walls		sf					
	Formwork		sf					
	Reinforcing rebar, #5s @ 12"oc ea way top and bottom		lbs					
	2' deep sum pit		ls					
	Footing removal/ underpin as necessary for LULA installation, as per F0100		ls					
	3-1/4" Light weight concrete on (metal deck):							
	Floors		sf					

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	Roof infill		sf					
	Stair tread (metal pan)		sf					
	Landings (metal pan)		sf					
	Repair existing concrete floor slab after floor grille removal (5sf)		ls					
	Miscellaneous concrete patching due to demolition / new construction		sf					
	Restore concrete sidewalk after utility installation		sf					
	New NYCDOT sidewalk to match existing		lf					
	New ADA compliant concrete pad at rear entrance, 2/A-000:							
	Saw cut and remove exist asphalt pavement		sf					
	Trim soil as required to set concrete pad		sf					
	5" thk. Concrete pad, incl. slab haunch		sf					
	Rebar reinforcing, #4s @ 12oc		lbs					
	8" high concrete curb, 6" wide		lf					
	Rebar reinforcing, #4s @ 12oc		lbs					
	Caulk and expansion joint		lf					
	Painting of exterior concrete. lines, ADA		ls					
	Misc. exterior concrete repairs		ls					
	Subtotal							
04 0000	MASONRY							
04 2000	UNIT MASONRY							
	Bearm pockets: Cut pocket in masonry wall and set plate on 1" non-shrink grout (plate supplied by steel contractor)		loc					
	New fully grouted CMU infill at exterior wall		sf					
	Brick patching after creating new openings		ls					
	Repairs of existing to remain exterior brick after vent removal		loc					
	Repairs of existing to remain interior block / CMU walls in cellar		ls					
	Clean existing masonry		sf					
	Subtotal							

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CSI Number	Description	Quantity	Unit	Unit Cost of Material	Total Cost of Material	Unit Cost of Labor	Total Cost of Labor	Total Cost: Materials and Labor
05 0000	METALS							
05 1200	STRUCTURAL STEEL							
	Steel framing - beams, channels, lintels, base plates, and connections. Incl. raised seating area		lbs					
	Shore, cut and reconnect/rehang exist beams, avg. per location		loc					
	Hoistway sill mechanically fastened to concrete, 4'long/ea		loc					
	Subtotal							
05 3100	STEEL DECKING							
	2", 18ga. Metal floor deck		sf					
	Metal roof deck infill		sf					
	Subtotal							
05 4000	COLD FORMED METAL FRAMING							
	L.G metal framed architectural overhang / fascia: 18ga mtl. Framing at 12"oc w/ 5/8" fiberglass matt gyp. Bd. Sheathing, liquid membrane, hat-channels, soffit vent, as per A-401 (10" protection)		sf					
	Light gauge curb to support new RTU		lf					
	Subtotal							
05 5000	MISCELLANEOUS METALS							
	New painted steel handrail at existing to remain stair from cellar to ground floor		lf					
	New painted steel handrail at new stepped seating area		lf					
	New wall-mounted roof access ladder		ea					
	New steel flush floor hatch at existing clean-out pit in cellar - 1'-8" x 1'-8"		ea					
	Steel supports for new restroom vanities / unisex restroom sink		ls					
	Metal stud framing for new stepped seating area		sf					
	Subtotal							

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05 5100	STEEL PAN STAIRS							
	Metal pan stairs, MC stair stringers and steel sub-tread and riser assembly, 42" wide - Stair A & C		lfr					
	Steel pan intermediate landing, Stair C		sf					
	Ptd wall mounted handrails at stair A		lf					
	Ptd wall mounted handrails at stair C		lf					
	Subtotal							
05 7000	ORNAMENTAL METALS							
	New 1/2" aluminum awning -Approx. 2'-6" projection , 3/A-401		sf					
	Subtotal							
06 0000	WOOD, PLASTICS AND COMPOSITES							
06 2000	CARPENTRY							
	Plywood subfloor for new stepped seating area (metal framing - see above)		sf					
	Rough carpentry, blocking, backers and nailers throughout		sf					
	Subtotal							
06 4023	ARCHITECTURAL WOODWORK							
	New plastic laminate on birch plywood upper / lower pantry cabinetry w/ solid surface countertop / backsplash and sink cut-out		lf					
	New plastic laminate on birch plywood work counter at computer room		lf					
	New plastic laminate on birch plywood work counter at vestibule bulletin board		lf					
	New plastic laminate on birch plywood reception desk counter at vestibule		lf					

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	New plastic laminate on birch plywood trim / front at ADA window in vestibule		sf					
	New plastic laminate on birch plywood trim at vestibule bulletin board window		sf					
	New plastic laminate on birch plywood trim at gallery wall		sf					
	New solid surface restroom vanity w/ sink cut-out		lf					
	New 1' painted plywood removable panel w/ perforations at enclosed radiators		lf					
	New painted hardwood interior window sill w/ inset aluminum grille		lf					
	New painted hardwood baseboard		lf					
	New painted hardwood cap / edge at low partitions		lf					
	New bulletin board pin-up surface on MDF w/ trim (at vestibule window)		sf					
	New bulletin board pin-up surface on MDF w/ trim (at reception desk)		sf					
	Subtotal							
07 0000	THERMAL AND MOISTURE PROTECTION							
07 2100	THERMAL INSULATION (included w/ section 092900)							
07 2700	VAPOR PERMEABLE AIR BARRIER LIQUID MEMBRANE							
	Underslab waterproofing at LULA foundation		sf					
	Waterproofing membrane under ceramic tiles		sf					
	Subtotal							
07 4600	PREFORMED CEMENT BOARD PANELS							
	5/16" Fiber cement board on (LG metal overhang/fascia)		sf					
	Painted metal panels, PMP-01		sf					
	Parge over entire south elevation		sf					
	Subtotal							

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07 5200	MODIFIED BITUMEN ROOFING New Built up modified bitumen roof w/ elastomeric top coat + insulation		sf					
	Patching concrete roof substrate - assume 10%		sf					
	New drain strainer in exist roof drains		ea					
	Parapet wall flashing, cap flashing regrettid into exist gout line, 7/A440		lf					
	Flashings at curbs, pipes, supports, etc		lf					
	Subtotal							
07 6200	SHEET METAL WORK (included w/ other Division 7 sections)							
07 7100	ROOF SPECIALTIES AND ACCESSORIES New parapet mounted guardrail, 2' high, painted		lf					
	New ptd steel snap-on coping cap on wd blocking, A-431		lf					
	New 36X30 roof access hatch in new opening		ea					
	Subtotal							
07 8413	FIRESTOPS AND SMOKESEALS Firestopping - floors and walls at penetrations		gsf					
	Subtotal							
07 9200	JOINT SEALERS Interior caulking		gsf					
	Subtotal							
08 0000	OPENINGS							
08 1113	STEEL DOORS AND FRAMES Type A: New HM door / HM frame, single, non-rated		ea					

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CSI Number	Description	Quantity	Unit	Unit Cost of Material	Total Cost of Material	Unit Cost of Labor	Total Cost of Labor	Total Cost: Materials and Labor
	Type C: New HM door / HM frame, single, 90min-fire-rated (stairs)		ea					
	Type D: New HM door / HM frame, single, 90min-fire-rated (utility rooms)		ea					
	Type D: New HM door / HM frame, single, non-rated		ea					
	Type E: New HM door / HM frame, single, non-rated (passage)		ea					
	Type F: New HM door / HM frame, single, 90-min-rated, insulated		ea					
	Type J: New HM door / WD flush frame, single, non-rated		ea					
	Type K: New HM door / HM frame, door & half, non-rated		pr					
	Type L: New WD sliding pocket door / WD concealed frame, single, non-rated		ea					
	Type M: New HM door / HM frame, door & half, 90-min-rated, insulated		pr					
	Subtotal							
08 3113	ACCESS DOORS							
	New wall-mounted access doors (non-identified on arch. plans)		ea					
	New 4' x 2' double-leaf concealed GWB ceiling access hatch		ea					
	Subtotal							
08 4228	ALL GLASS DOORS							
	Type B: New 1/2" clear tempered glass frameless door, single, non-rated		ea					
	Type H: New 1/2" clear tempered glass frameless door, single, non-rated (egress)		ea					
	Subtotal							

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CSI Number	Description	Quantity	Unit	Unit Cost of Material	Total Cost of Material	Unit Cost of Labor	Total Cost of Labor	Total Cost: Materials and Labor
08 4313	ALUMINUM ENTRANCES AND STOREFRONTS							
	New aluminum storefront / curtain wall system: 1" insulated glass		sf					
	Storefront entry door, 3'x7'		ea					
	Aluminum plate trim at stucco & storefront- ALM-01		lf					
	Storefront Doors: Type G: New 1" insulated glass / aluminum entrance door, single		ea					
	Subtotal							
08 5113	ALUMINUM WINDOWS							
	New aluminum windows 1" insulated glass		sf					
	Subtotal							
08 7100	DOOR HARDWARE							
	New hardware set #1		set					
	New hardware set #2		set					
	New hardware set #3		set					
	New hardware set #4		set					
	New hardware set #5		set					
	New hardware set #6		set					
	New hardware set #7		set					
	New hardware set #8		set					
	New hardware set #9		set					
	New hardware set #10		set					
	New hardware set #11		set					
	New hardware set #12		set					
	New hardware set #13		set					
	New hardware set #14		set					
	New hardware set #15		set					
	Subtotal							

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CSI Number	Description	Quantity	Unit	Unit Cost of Material	Total Cost of Material	Unit Cost of Labor	Total Cost of Labor	Total Cost: Materials and Labor
08 8000	GLASS AND GLAZING							
	New glazed office partition at computer room		sf					
	New glazed partitions at gallery wall / lobby		sf					
	New glazed window at gallery wall		sf					
	New glazed partition at vestibule interior door		sf					
	New glazed sidelights at mezzanine office doors		ea					
	New ADA-compliant horizontal sliding pass-through window at vestibule		sf					
	New interior window at vestibule bulletin board		ea					
	Subtotal							
09 0000	FINISHES							
09 2400	EXTERIOR LATH AND PLASTER							
	New Stucco finish over (sandblasted) brick walls - STC-01		sf					
	Subtotal							
09 2900	GYPSON DRYWALL							
	Partitions:							
	2x6 Light ga. Mt. Framing at 16" oc for LULA shaft enclosure w/ 2-layers of 5/8" type X gwb each side		sf					
	Type 01: 3-5/8" metal stud wall @ 16" oc w/ 5/8" gyp. Bd. Both side to BO		sf					
	Type 02: 6" metal stud wall @ 16" oc w/ 5/8" gyp. Bd. both side to BO		sf					
	Type 03 3-5/8" metal stud wall @ 16" oc w/ 5/8" gyp. Bd. Both side to BO + insulation		sf					
	Type 05: 3-5/8" metal stud wall @ 16" oc w/ 2-layers of 5/8" gyp. Bd. Both side to BO		sf					
	Type 7: 3-5/8" metal stud wall @ 16" oc w/ 2-layers of 5/8" gyp. Bd. Both side + 1/2" plywood one side - to BO		sf					

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	Type 09 10 & 11: Chase wall, 2-2-1/2" metal studs @ 16" oc w/ 5/8" gyp. Bd. Both side to BO		sf					
	Type 12 & 13: furring, z-channels/hat-channels @ 16" oc w/ 5/8" gyp. Bd. One side + rigid insulation		sf					
	Type 14, 16 17, 19 & 20: metal stud framing @ 16" oc w/ 5/8" gyp. Bd. One side + rigid insulation		sf					
	Type 15: metal stud framing @ 16" oc w/ 5/8" gyp. Bd. One side		sf					
	Type 14, 16 17, 19 & 20: metal stud framing @ 16" oc w/ 5/8" gyp. Bd. One side + rigid insulation		sf					
	Ceilings:							
	New GWB substrate for acoustical ceiling treatment		sf					
	New GWB ceiling assembly, non-rated		sf					
	New GWB ceiling assembly, fire-rated		sf					
	New GWB vestibule ceiling "cap"		sf					
	Add for moisture-resistant GWB at vestibule ceiling "cap" bottom		sf					
	New GWB soffit at storefront / windows		sf					
	New custom light cove at gallery wall		lf					
	Miscellaneous ceiling cut-outs for MEP fixtures / devices		sf					
	Subtotal							
09 3000	CERAMIC TILE							
	New porcelain tile flooring		sf					
	New ceramic wall tile finish		sf					
	New ceramic tile base		lf					
	New stone saddle		wa					
	Subtotal							

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CSI Number	Description	Quantity	Unit	Unit Cost of Material	Total Cost of Material	Unit Cost of Labor	Total Cost of Labor	Total Cost: Materials and Labor
09 5113	ACOUSTIC PANEL CEILINGS							
	New 2' x 2' ACT ceiling assembly		sf					
	Miscellaneous ceiling cut-outs for MEP fixtures / devices		sf					
	Subtotal							
09 6519	RESILIENT TILE FLOORING							
	New linoleum tile flooring		sf					
	New linoleum tile finish at stairs, incl. treads w/ nosing		sf					
	New VCT tile flooring		sf					
	seating area)		sf					
	New vinyl base		lf					
	Subtotal							
09 8413	ACOUSTIC CEILING TREATMENT							
	New acoustic ceiling treatment (porous expanded polypropylene)		sf					
	Subtotal							
09 9000	PAINTING AND FINISHING							
	Paint new HM doors / frames		lvs					
	Paint new / existing interior wall surfaces		sf					
	Prepare and paint existing to remain exposed concrete floor		sf					
	Prepare and paint existing exposed ceilings		sf					
	Paint new GWB ceiling surfaces		sf					
	Paint top of vestibule ceiling surface		sf					
	Miscellaneous painting / touch-ups at project completion		ls					
	Subtotal							
09 9623	GRAFFITI RESISTANT COATING							
	Graffiti Resistant Coating		sf					
	Subtotal							

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CSI Number	Description	Quantity	Unit	Unit Cost of Material	Total Cost of Material	Unit Cost of Labor	Total Cost of Labor	Total Cost: Materials and Labor
10 0000	SPECIALTIES							
10 1400	SIGNAGE							
	New Sign type S-1 - 12" x 18" Accessibility		ea					
	New sign type S-2 - 8" x 8" Men's Restroom Accessible		ea					
	New sign type S-3 - 8" x 8" Women's Restroom Accessible		ea					
	New sign type S-4 - 8" x 8" Unisex Restroom Accessible		ea					
	New sign type S-5 - 8" x 8" Stair A		ea					
	New sign type S-6 - 8" x 8" Stair B		ea					
	New sign type S-7 - 8" x 8" Elevator		ea					
	New sign type S-8 - 8" x 8" Unisex Shower		ea					
	New sign type S-9 - 8" x 8" Drinking Fountain		ea					
	New sign type S-10 - 2" x 8" Room Entrance		ea					
	Exterior wayfinding signs, including base		ea					
	Subtotal							
10 2114	FLOOR MOUNTED TOILET PARTITIONS							
	New floor-mounted steel toilet partition, standard		ea					
	New floor-mounted steel toilet partition, ADA-compliant		ea					
	Subtotal							
10 2800	TOILET ACCESSORIES							
	New 1/2" tempered mirror on plywood backing		sf					
	New stainless steel multi-roll toilet paper dispenser		ea					
	New stainless steel soap dispenser		ea					
	New stainless steel recessed paper towel dispenser		ea					
	New stainless steel grab bar - 24"		ea					
	New stainless steel grab bar - 36"		ea					
	New stainless steel grab bar - 48"		ea					
	New stainless steel grab bar - 18"		ea					
	New chrome shower wall bar		ea					

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	New stainless steel shower curtain rod		ea					
	New folding shower seat w/ padded cushion		ea					
	New janitor room accessories (mop rack & holder / utility shelving)		ls					
	Subtotal							
10 4416	FIRE EXTINGUISHERS AND CABINETS							
	New fire extinguisher w/ cabinet (not shown on plans, 1ea per level)		ea					
	Subtotal							
12 0000	FURNISHINGS							
12 4814	FLOOR MATS AND FRAMES (NOT IN CONTRACT)							
14 0000	CONVEYING EQUIPMENT							
14 2600	LIMITED USE/ LIMITED APPLICATION (LULA) ELEVATORS							
	New 3-stop hydraulic LULA passenger lift w/ associated equipment, controls, devices, supports and hardware (incl. fully-furnished car, testing and programming, 1-year guarantee)		ls					
	Subtotal							
	TOTAL CONTRACT 1 - GENERAL CONSTRUCTION WORK							

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CONTRACT 2 - PLUMBING WORK

DDC ID: PV678-BCA

Sponsor Agency: Dept. of Cultural Affairs

CSI Number	Description	Quantity	Unit	Unit Cost of Material	Total Cost of Material	Unit Cost of Labor	Total Cost of Labor	Total Cost: Materials and Labor
	CONTRACT 2 - PLUMBING WORK							
22 0000	PLUMBING							
22 0503	PIPES AND TUBES FOR PLUMBING PIPING AND EQUIPMENT							
	Remove ex. plumbing fixture w / assoc. piping		EA					
	Remove ex. el. water heater w / assoc. piping		EA					
	Cut and cap pipe		LS					
	Remove ex. sanitary pipe		LF					
	Wall penetration / sleeves & sealing + patching		LS					
	Pipe saw cut, excavate, backfill & patching		LF					
	System ID / valve tags		LS					
	Clean, flush and test		LS					
	Misc. job expenses		LS					
	Sanitary/ vent pipe:							
	4" dia. pipe		LF					
	3" dia. pipe		LF					
	2" dia. pipe		LF					
	Sanitary pipe (under slab):							
	4" dia. pipe		LF					
	2" dia. pipe		LF					
	Connection to ex. sanitary system		EA					
	Natural Gas Piping:							
	1 1/2" dia. pipe		LF					
	Misc. natural gas valves and specialties		LS					
	Connection to ex. natural gas system		EA					
	Subtotal							
22 0523	GENERAL-DUTY VALVES FOR PUMBING PIPING							
	Water meter w/ DCV - 1 1/2" dia		EA					

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CONTRACT 2 - PLUMBING WORK

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CSI Number	Description	Quantity	Unit	Unit Cost of Material	Total Cost of Material	Unit Cost of Labor	Total Cost of Labor	Total Cost: Materials and Labor
	DCVA - 4" dia w/ by-pass meter		EA					
	4" house control valve		EA					
	1 1/2" house control valve		EA					
	Misc. valves and specialties		LS					
	Subtotal							
22 0529	HANGERS AND SUPPORTS FOR PLUMBING PIPING AND EQUIPMENT							
	Hangers and supports		EA					
	Subtotal							
22 0700	PLUMBING INSULATION							
	Domestic water pipe insulation		LF					
	Subtotal							
22 0800	COMMISSIONING OF PLUMBING							
	Startup/ Commissioning support		LS					
	Subtotal							
22 1100	FACILITY WATER DISTRIBUTION							
	1 1/2" - 1 1/4" dia pipe		LF					
	1" dia pipe		LF					
	3/4" dia pipe		LF					
	Fixtures rough-in		EA					
	Back flow preventer (RPZ 1")		EA					
	Re-circulating pump		EA					
	Re-circulating pump hook up		EA					
	Site utilities:							
	Sprinkler / domestic water pipe		LS					
	Excavation and backfill		LS					

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NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

Project: Bronx Council on the Arts Facility Renovation Rebid
Location: 2700 East Tremont Avenue, the Bronx, NY 10461
Bidder:

CONTRACTOR'S BID BREAKDOWN FORM

CONTRACT 2 - PLUMBING WORK

DDC ID: PV678-BCA

Sponsor Agency: Dept. of Cultural Affairs

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
	Curb valve (fire water service)		EA					
	Curb valve (domestic water service)		EA					
	Tie-in to existing system (wet tap)		EA					
	Miscellaneous sand bedding, sheeting and shoring		LS					
	Clean, flush and test		LS					
	Subtotal							
22 1429	SUMP PUMP							
	Elevator room sump pump		EA					
	Subtotal							
22 3400	FULE-FIRED DOMESTIC WATER HEATERS							
	Water heater - 50 Gal		EA					
	Subtotal							
22 4000	PLUMBING FIXTURES							
	Water closet w/ automatic flush valve		EA					
	Urinal w/ automatic flush valve		EA					
	Lavatory w/ automatic faucet		EA					
	Shower trim only		EA					
	Janitor sink		EA					
	SS pantry sink		EA					
	Drinking fountain bi-level		EA					
	Hose bibb		EA					
	4" FD		EA					
	4" COP		EA					
	Subtotal							
	TOTAL CONTRACT 2 - PLUMBING WORK							

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NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

Project: Bronx Council on the Arts Facility Renovation Rebid
Location: 2700 East Tremont Avenue, the Bronx, NY 10461
Bidder:

CONTRACTOR'S BID BREAKDOWN FORM

CONTRACT 3 - HEATING, VENTILATING AND AIR CONDITIONING WORK

DDC ID: PV678-BCA
Sponsor Agency: Dept. of Cultural Affairs

CSI Number	Description	Quantity	Unit	Unit Cost of Material	Total Cost of Material	Unit Cost of Labor	Total Cost of Labor	Total Cost: Materials and Labor
	CONTRACT 3 - HEATING, VENTILATING AND AIR CONDITIONING WORK							
21 0000	FIRE SUPPRESSION							
21 0500	COMMON WORK RESULTS FOR FIRE SUPPRESSION							
	Demolition work:							
	Demolition sprinkler head w/ piping		LS					
	Cut & remove existing duct		LF					
	Remove existing supply / return grill		EA					
	Remove ex. HW cabinet heater w/ ass. piping		EA					
	Remove ex. electrical unit heater w/ access.		EA					
	Remove ex. boiler, flue, flue fan, pump w/ accessories and assoc. piping		LS					
	Remove ex. AHU w/ access. and assoc. piping		LS					
	Remove AC (sanyo) unit w/ assoc. piping		EA					
	Remove ex. toilet exhaust fan w/ access		EA					
	Remove ex. radiator w/ assoc. piping		EA					
	Remove ex. HVAC equipment w/ access (dwg M-103.00)		LS					
	Cut and cap pipe		LS					
	Misc. demolition (incl. carting and disposal)		LS					
	Cutting, coring, patching & fire stop		LS					
	System ID & color code		LS					
	Misc. job expenses		LS					
	Subtotal							
21 1313	WET-PIPE SPRINKLER SYSTEMS							
	Sprinkler valves:							
	Floor control valve - 4" w/ ts & fs		EA					
	Floor control valve - 3" dia w/ ts & fs		EA					
	Stamense Connection (4"x3"x3")		EA					

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NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

Project: Bronx Council on the Arts Facility Renovation Rebid
Location: 2700 East Tremont Avenue, the Bronx, NY 10461
Bidder:

CONTRACTOR'S BID BREAKDOWN FORM

CONTRACT 3 - HEATING, VENTILATING AND AIR CONDITIONING WORK

DDC ID: PV678-BCA
Sponsor Agency: Dept. of Cultural Affairs

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
	6" dia OS&Y gate valve w/ tamper switch		EA					
	4" dia check valve w/ ABD		EA					
	4" dia alarm check valve		EA					
	Alarm gong		EA					
	DCVA - 4" dia w/ by-pass meter		EA					
	Curb valve (fire water service)		EA					
	New sprinkler heads		EA					
	Sprinkler pipe sch 40 + fittings & supports:							
	4" dia		LF					
	3" - 2 1/2" dia		LF					
	2" - 1 1/2" dia		LF					
	1-1/4" dia		LF					
	1" dia		LF					
	1 1/2" dia (drain)		LF					
	Clean, flush & test		LS					
	Seismic restraint / piping supports		LS					
	Subtotal							
23 0000	HEATING, VENTILATING, AND AIR CONDITIONING							
23 0503	PIPES AND TUBES FOR HVAC PIPING AND EQUIPMENT							
	Temporary Heat		LS					
	Misc. job expenses		LS					
	Subtotal							
23 0513	COMMON MOTOR REQUIREMENTS FOR HVAC EQUIPMENT (included w/ other Division 23 sections)							
23 0516	EXPANSION FITTINGS AND LOOPS FOR HVAC PIPING (included w/ other Division 23 sections)							

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NEW YORK CITY DEPARTMENT OF
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Project: Bronx Council on the Arts Facility Renovation Rebid
Location: 2700 East Tremont Avenue, the Bronx, NY 10461

Bidder:

CONTRACTOR'S BID BREAKDOWN FORM

CONTRACT 3 - HEATING, VENTILATING AND AIR CONDITIONING WORK

DDC ID: PV678-BCA

Sponsor Agency: Dept. of Cultural Affairs

CSI Number	Description	Quantity	Unit	Unit Cost of Material	Total Cost of Material	Unit Cost of Labor	Total Cost of Labor	Total Cost: Materials and Labor
23 0523	GENERAL-DUTY VALVES FOR HVAC PIPING							
	General-Duty valves for HVAC piping		LS					
	Equipment Hook up:							
	Air-cooled refrigerant condensers		EA					
	Split-system air conditioners		EA					
	Pump		EA					
	Condensate pump		EA					
	Boiler		EA					
	Energy recovery unit		EA					
	FTR		EA					
	Fan power box w/ reheat coil hookup		EA					
	Subtotal							
23 0529	HANGERS AND SUPPORTS FOR HVAC PIPING AND EQUIPMENT							
	Hangers and supports		LS					
	Subtotal							
23 0548	VIBRATION AND SEISMIC CONTROLS FOR HVAC PIPING AND EQUIPMENT							
	Vibration and seismic controls		LS					
	Subtotal							
23 0553	IDENTIFICATION FOR HVAC PIPING AND EQUIPMENT							
	System ID/ valve tags		LS					
	Subtotal							
23 0593	TESTING, ADJUSTING AND BALANCING FOR HVAC							
	Clean, flush & test (piping system)		LS					
	Test & balance (air system)		LS					
	Subtotal							

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NEW YORK CITY DEPARTMENT OF
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Project: Bronx Council on the Arts Facility Renovation Rebid
Location: 2700 East Tremont Avenue, the Bronx, NY 10461
Bidder:

CONTRACTOR'S BID BREAKDOWN FORM

CONTRACT 3 - HEATING, VENTILATING AND AIR CONDITIONING WORK

DDC ID: PV678-BCA

Sponsor Agency: Dept. of Cultural Affairs

CSI Number	Description	Quantity	Unit	Unit Cost of Material	Total Cost of Material	Unit Cost of Labor	Total Cost of Labor	Total Cost: Materials and Labor
23 0700	HVAC INSULATION							
	Duct insulation		SF					
	Weather proof jacket @ outdoor duct		SF					
	Pipe insulation		LF					
	Weather proof jacket @ outdoor piping		LF					
	Subtotal							
23 0800	COMMISSIONING OF HVAC							
	Startup/ Commissioning support		LS					
	Subtotal							
23 0900	INSTRUMENTATION AND CONTROL FOR HVAC							
	Air-cooled refrigerant condensers		EA					
	Split-system air conditioners		EA					
	Pump		EA					
	Condensate pump		EA					
	Boiler		EA					
	Energy recovery unit		EA					
	FTR		EA					
	Back-up fan		EA					
	MD		EA					
	Thermostat		EA					
	Fanpower box w/ RHC		EA					
	LULA elevator leak detector		EA					
CO sensor		EA						
Misc. control requirements		LS						
	Subtotal							
23 2116	HYDRONIC PIPING SPECIALTIES							
	Expansion tank		EA					

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NEW YORK CITY DEPARTMENT OF
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CONTRACTOR'S BID BREAKDOWN FORM

CONTRACT 3 - HEATING, VENTILATING AND AIR CONDITIONING WORK

Project: Bronx Council on the Arts Facility Renovation Rebid

Location: 2700 East Tremont Avenue, the Bronx, NY 10461

Bidder:

DDC ID: PV678-BCA

Sponsor Agency: Dept. of Cultural Affairs

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
	HWP-1&2 - 1 1/4 HP w/ VFD		EA					
	Condensate pump		EA					
	2" dia HWS/ R pipe		LF					
	1 1/4" - 1 1/2" dia HWS/ R pipe		LF					
	1" dia HWS/ R pipe		LF					
	3/4" dia HWS/ R pipe		LF					
	3/4" - 1" dia condensate drain pipe		LF					
	Subtotal							
23 2300	REFRIGERANT PIPING							
	Refrigerant piping		LF					
	Subtotal							
23 3100	HVAC DUCTS AND CASINGS							
	Galvanized steel duct		LBS					
	Galvanized steel duct for backup fan		LBS					
	Stainless steel duct for ACS drip pan		LBS					
	Subtotal							
23 3300	AIR DUCT ACCESSORIES							
	Volume damper, COD		EA					
	FD / AD		SF					
	MD		SF					
	Acoustical lining		SF					
	Wire mesh screen		SF					
	Misc. sheet metal requirement		LS					
	Subtotal							
23 3400	HVAC FANS							
	Toilet exhaust back-up fan SWB-113 Greenheck, or equal		EA					

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NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

Project: Bronx Council on the Arts Facility Renovation Rebid
Location: 2700 East Tremont Avenue, the Bronx, NY 10461
Bidder: _____

CONTRACTOR'S BID BREAKDOWN FORM

CONTRACT 3 - HEATING, VENTILATING AND AIR CONDITIONING WORK

DDC ID: PV678-BCA

Sponsor Agency: Dept. of Cultural Affairs

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
	Flexible connect and vibration isolation set for the above		LS					
	Subtotal							
23 3700	AIR OUTLETS AND INLETS							
	Supply & return grilles		EA					
	Transfer grill		EA					
	Linear diffuser w/ plenum		LF					
	Subtotal							
23 5100	BREECHINGS, CHIMNEYS AND STACKS							
	Boiler flue, gas vent stack		LS					
	Subtotal							
23 5216	CONDENSING BOILERS							
	Condensing boiler w/ access. - 369 MBH		EA					
	Boiler 40 MBH		EA					
	Hookup for 40 MBH boiler (gas, water, vent)		LS					
	Subtotal							
23 7200	ENERGY RECOVERY EQUIPMENT							
	PVE-20-SC GREENHECK, with S/R VFD (or equal)		EA					
	Rigging ERV		LS					
	Subtotal							
23 8126	SPLIT-SYSTEM AIR CONDITIONERS							
	AC-C-2 - 36 MBH		EA					
	AC-C-1 - 12 MBH		EA					
	AC-C-3 - 24 MBH		EA					
	AC-C-4 - 24 MBH		EA					
	AC-C-5 - 24 MBH		EA					

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Project: Bronx Council on the Arts Facility Renovation Rebid
Location: 2700 East Tremont Avenue, the Bronx, NY 10461
Bidder:

CONTRACTOR'S BID BREAKDOWN FORM

CONTRACT 3 - HEATING, VENTILATING AND AIR CONDITIONING WORK

DDC ID: PV678-BCA

Sponsor Agency: Dept. of Cultural Affairs

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
	AC-1-1 - 12 MBH		EA					
	AC-1-2 - 24 MBH		EA					
	AC-1-3 - 36 MBH		EA					
	AC-1-4 - 48 MBH		EA					
	AC-1-5 - 48 MBH		EA					
	AC-M-1 - 18 MBH		EA					
	AC-M-2 - 9.5 MBH		EA					
	AC-M-3 - 9.5 MBH		EA					
	Air-cooled refrigerant condensers:							
	CU-1 - 38 mbh		EA					
	CU-1 - 160 mbh		EA					
	Rigging roof condensers		LS					
	Hydronic Air Coils:							
	Fan power box w/ reheat coil @ cellar		EA					
	HW heating coil		EA					
	Subtotal							
23 8236	FINNED-TUBE RADIATOR WITH ENCLOSURE							
	Finned-tube radiator with enclosure		LF					
	Subtotal							
23 8239	UNIT HEATERS							
	Electric unit heater 4KW @ ground floor		EA					
	Subtotal							
	TOTAL CONTRACT 3 - HEATING, VENTILATING AND AIR CONDITIONING WORK							

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NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

Project: Bronx Council on the Arts Facility Renovation Rebid
Location: 2700 East Tremont Avenue, the Bronx, NY 10461
Bidder:

CONTRACTOR'S BID BREAKDOWN FORM

CONTRACT 4 - ELECTRICAL WORK

DDC ID: PV678-BCA

Sponsor Agency: Dept. of Cultural Affairs

CSI Number	Description	Quantity	Unit	Unit Cost of Material	Total Cost of Material	Unit Cost of Labor	Total Cost of Labor	Total Cost: Materials and Labor
	CONTRACT 4 - ELECTRICAL WORK							
26 0000	ELECTRICAL							
26 0405	SPECIAL REQUIREMENTS FOR ELECTRICAL WORK							
	Temporary Lighting		LS					
	Cut and safe off electrical components		SF					
	Misc. job expenses		LS					
	Subtotal							
26 0410	BASIC ELECTRICAL REQUIREMENTS (included w/ other Division 26 sections)							
26 0415	BASIC ELECTRICAL MATERIALS AND METHODS (included w/ other Division 26 sections)							
26 0503	EQUIPMENT WIRING CONNECTIONS							
	AC units		EA					
	Hot water heater		EA					
	Heater units		EA					
	Pumps		EA					
	Boiler		EA					
	Elevator		EA					
	Energy recovery unit		EA					
	Condensing unit		EA					
	Subtotal							
26 0519	LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES							
	500 MCM		LF					
	2 AWG		LF					
	4 AWG (mechanical)		LF					
	6 AWG		LF					

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DESIGN + CONSTRUCTION

Project: Bronx Council on the Arts Facility Renovation Rebid
Location: 2700 East Tremont Avenue, the Bronx, NY 10461

Bidder:

CONTRACTOR'S BID BREAKDOWN FORM

CONTRACT 4 - ELECTRICAL WORK

DDC ID: PV678-BCA

Sponsor Agency: Dept. of Cultural Affairs

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
	8 AWG		LF					
	10 AWG (mechanical)		LF					
	12 AWG (lighting)		LF					
	12 AWG (devices)		LF					
	Fire alarm cable		LF					
	Subtotal							
26 0526	GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS (included w/ section 260519)							
26 0529	HANGERS AND SUPPORTS FOR ELECTRICAL/ COMMUNICATION SYSTEMS (included w/ section 260519)							
26 0533	RACEWAY AND BOXES FOR ELECTRICAL SYSTEMS							
	3 1/2" conduit		LF					
	1 1/4 conduit		LF					
	1" conduit (mechanical)		LF					
	3/4" conduit (mechanical)		LF					
	3/4" conduit (lighting)		LF					
	3/4" conduit (devices)		LF					
	Conduit (for stub ups)		LF					
	Floor boxes		EA					
	Subtotal							
26 0534	FLOOR BOXES FOR ELECTRICAL SYSTEMS							
	REC boxes		EA					
	Subtotal							
26 0553	IDENTIFICATION FOR ELECTRICAL SYSTEMS (included w/ 260405)							

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Bidder:

CONTRACTOR'S BID BREAKDOWN FORM

CONTRACT 4 - ELECTRICAL WORK

DDC ID: PV678-BCA

Sponsor Agency: Dept. of Cultural Affairs

CSI Number	Description	Quantity	Unit	Unit Cost of Material	Total Cost of Material	Unit Cost of Labor	Total Cost of Labor	Total Cost: Materials and Labor
26 0800	COMMISSIONING OF ELECTRICAL WORK							
	Commissioning		LS					
	Subtotal							
26 0923	LIGHTING CONTROL DEVICES							
	Single pole switches		EA					
	Three way switches		EA					
	Ceiling mounted vacancy sensors		EA					
	Time clock		EA					
	Door switches		EA					
	Subtotal							
26 2413	SWITCHBOARDS							
	Distribution panel (400A)		EA					
	Subtotal							
26 2416	PANELBOARDS							
	ACPP & RPA (225 AMPS)		EA					
	LCP (100 AMPS)		EA					
	Subtotal							
26 2716	ELECTRICAL CABINETS AND ENCLOSURES							
	Pull boxes (fire alarm)		EA					
	Subtotal							
26 2726	WIRING DEVICES							
	Duplex REC		EA					
	Quad REC		EA					
	GFCI REC		EA					
	GFCI REC (weatherproof)		EA					
	Water cooler		EA					
	Subtotal							

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NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

Project: Bronx Council on the Arts Facility Renovation Rebid
Location: 2700 East Tremont Avenue, the Bronx, NY 10461

Bidder:

CONTRACTOR'S BID BREAKDOWN FORM

CONTRACT 4 - ELECTRICAL WORK

DDC ID: PV678-BCA

Sponsor Agency: Dept. of Cultural Affairs

CSI Number	Description	Quantity	Unit	Unit Cost of Material	Total Cost of Material	Unit Cost of Labor	Total Cost of Labor	Total Cost: Materials and Labor
26 2813	FUSES (included w/ section 262819)							
26 2819	ENCLOSED SWITCHES							
	NEMA 1 30A disconnect (fire alarm)		EA					
	Subtotal							
26 2913	ENCLOSED CONTROLLERS (included w/ section 230900)							
26 5100	INTERIOR LIGHTING							
	Fixture type L01		LF					
	Fixture type L01A (1)		LF					
	Fixture type L01B (1)		LF					
	Fixture type L02		EA					
	Fixture type L03		EA					
	Fixture type L03A		EA					
	Fixture type L04		EA					
	Fixture type L05		EA					
	Fixture type L06		EA					
	Fixture type L06A		EA					
	Fixture type L07		EA					
	Fixture type L07A		EA					
	Fixture type L07B		EA					
	Fixture type L07C		EA					
	Fixture type L08 (3)		LF					
	Fixture type L09		EA					
	Fixture type L10		EA					
	Fixture type L11		EA					
	Fixture type L13		EA					
	Fixture type L15		EA					
	Fixture type L16		EA					
	Fixture type L17		EA					

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NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

Project: Bronx Council on the Arts Facility Renovation Rebid
Location: 2700 East Tremont Avenue, the Bronx, NY 10461

Bidder:

CONTRACTOR'S BID BREAKDOWN FORM

CONTRACT 4 - ELECTRICAL WORK

DDC ID: PV678-BCA

Sponsor Agency: Dept. of Cultural Affairs

CSI Number	Description	Quantity	Unit	Unit Cost of Material	Total Cost of Material	Unit Cost of Labor	Total Cost of Labor	Total Cost: Materials and Labor
	Fixture type L18		EA					
	Emergency ballasts		EA					
	Subtotal							
26 5200	EMERGENCY LIGHTING							
	Exit lights		EA					
	Subtotal							
28 0000	ELECTRONIC SAFETY AND SECURITY							
28 2300	VIDEO SURVEILLANCE							
	IP Cameras		EA					
	Subtotal							
28 3100	FIRE DETECTION AND ALARM SYSTEM							
	Fire alarm control panel		EA					
	Remote annunciater		EA					
	Pull stations		EA					
	Smoke detectors		EA					
	Heat detectors		EA					
	Gas detectors		EA					
	Horn strobe units		EA					
	Strobe units		EA					
	Water flow switches		EA					
	Tamper switches		EA					
	Relays		EA					
	Module		EA					
	Subtotal							
	TOTAL CONTRACT 4 - ELECTRICAL WORK							

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**ATTACHMENT 1 - BID INFORMATION
PROJECT ID: PV678-BCA**

DESCRIPTION AND LOCATION OF WORK:

**Bronx Council on the Arts Facility Renovation (Rebid)
2700 East Tremont Avenue
Bronx, NY 10461**

**E-PIN: 85015B0137 / DDC PIN: 8502015PV0014C; E-PIN: 85015B0138 / DDC PIN: 8502015PV0015C
E-PIN: 85015B0139 / DDC PIN: 8502015PV0016C; E-PIN: 85015B0140 / DDC PIN: 8502015PV0017C**

DOCUMENTS AVAILABLE AT:

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

SUBMISSION OF BIDS BEFORE BID OPENING:

TIME TO SUBMIT:

On or Before: **FRIDAY, AUGUST 14, 2015**

BIDS MUST BE CLOCKED IN PRIOR TO BID OPENING

PLACE TO SUBMIT:

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

BID OPENING:

PLACE OF BID OPENING:	Department of Design and Construction Contract Section 30-30 Thomson Avenue – First Floor Long Island City, NY 11101
DATE AND HOUR:	FRIDAY, AUGUST 14, 2015 AT 2:00 PM
	LATE BIDS WILL NOT BE ACCEPTED

PRE-BID WALK-THRU AND CONFERENCE:

PLACE	Bronx Council on the Arts 2700 East Tremont Avenue Bronx, NY 10461
DATE AND HOUR	WEDNESDAY, AUGUST 05, 2015 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) 391-3170 or (718) 391-1016 Fax: (718) 391-2615

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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

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	<u>INTRASTATE RATE</u>	<u>INTERSTATE RATE</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

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:

_____ Contractor has received a willful violation issued by OSHA or New York City Department of Buildings (NYCDOB) within the last three years.

_____ Contractor has had an incident requiring OSHA notification within 8 hours (i.e., fatality, or hospitalization of three or more employees).

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

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

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

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

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

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)

_____ Contractor previously audited by the DDC Office of Site Safety.

DDC Project Number(s): _____

_____ Accident on previous DDC Project(s).

_____ 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].

Date: _____

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

Title: _____

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Pre-Award Process

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

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

- (A) **Project Reference Form:** If required, the bidder must complete and submit the Project Reference Form set forth on pages 28 through 30 of this Bid Booklet. The Project Reference Form consists of 3 parts: (1) Similar Contracts Completed by the Bidder, (2) Contracts Currently Under Construction by the Bidder, and (3) Pending Contracts Not Yet Started by the Bidder.
- (B) **Copy of License:** If required, the bidder must submit a copy of the license under which the bidder will be performing the work. Such license must clearly show the following: (1) Name of the Licensee, (2) License Number, and (3) Expiration date of the License. A copy of the license will be required from bidders for the following contracts: Plumbing Work, Electrical Work and Asbestos Abatement.
- (C) **Financial Information:** If required, the bidder must submit the financial information described below:

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

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

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

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

- (D) **Project Specific Information:** If required, the bidder must submit the project specific information described below:
- (1) Statement indicating the number of years of experience the bidder has had and in what type of construction.
- (2) Resumes of all key personnel to be involved in the project, including the proposed project superintendent.
- (3) List of significant pieces of equipment expected to be used for the contract, and whether such equipment is owned or leased.

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

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

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

A. PROJECT REFERENCES – SIMILAR CONTRACTS COMPLETED BY THE BIDDER

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

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

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

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

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

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

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

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

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OFFICE OF THE MAYOR
BUREAU OF LABOR SERVICES
CONTRACT CERTIFICATE

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

Contractor: _____

Address: _____

Telephone Number: _____

Name and Title of Signatory: _____

Contracting Agency or Owner: _____

Project Number: _____

Proposed Contract Amount: _____

Description and Address of Proposed Contract: _____

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

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

Date

Signature

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

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VENDEX COMPLIANCE

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

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

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

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

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

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

Date of Submission: _____

By: _____
(Signature of Partner or corporate officer)

Print Name: _____

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

By: _____
(Signature of Partner or corporate officer)

Print Name: _____

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



Certificate of No Change Form

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

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

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

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

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

Vendor Questionnaire *This section is required.*

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

Name of Submitting Entity: _____

Vendor's Address: _____

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

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

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

Signature date on change submission for the submitting vendor: _____

Principal Questionnaire

This section refers to the most recent principal questionnaire submissions.



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

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

Certification *This section is required.*

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

Certified By:

Name (Print)

Title

Name of Submitting Entity

Signature

Date

Notarized By:

Notary Public

County License Issued

License Number

Sworn to before me on: _____
Date

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



Certificate of No Change Form

- Please submit two completed forms. Copies will not be accepted.
- Please send both copies to the agency that requested it, unless you are advised to send it directly to the Mayor's Office of Contract Services (MOCS).
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- A materially false statement willfully or fraudulently made in connection with this certification may subject the person making the false statement to criminal charges

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

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

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

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

Vendor Questionnaire *This section is required.*

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

Name of Submitting Entity: _____

Vendor's Address: _____

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

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

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

Signature date on change submission for the submitting vendor: _____

Principal Questionnaire

This section refers to the most recent principal questionnaire submissions.



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

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

Certification *This section is required.*

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

Certified By:

Name (Print)

Title

Name of Submitting Entity

Signature

Date

Notarized By:

Notary Public

County License Issued

License Number

Sworn to before me on: _____
Date

**IRAN DIVESTMENT ACT COMPLIANCE RIDER
FOR NEW YORK CITY CONTRACTORS**

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

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

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

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

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

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

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

[Please Check One]

BIDDER'S CERTIFICATION

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

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

Dated: _____, New York
 _____, 20__

SIGNATURE

PRINTED NAME

TITLE

Sworn to before me this
____ day of _____, 20__

Notary Public

Dated:

CITY OF NEW YORK

DIVISION OF LABOR SERVICES

CONSTRUCTION EMPLOYMENT REPORT

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

CONSTRUCTION EMPLOYMENT REPORT

GENERAL INFORMATION

1. Your contractual relationship in this contract is: Prime contractor ___ Subcontractor ___
- 1a. Are M/WBE goals attached to this project? Yes ___ No ___
2. Please check one of the following if your firm would like information on how to certify with the City of New York as a:

___ Minority Owned Business Enterprise	___ Locally Based Business Enterprise
___ Women Owned Business Enterprise	___ Emerging Business Enterprise
___ Disadvantaged Business Enterprise	
- 2a. If you are certified as an **MBE, WBE, LBE, EBE** or **DBE**, what city/state agency are you certified with? _____ Are you DBE certified? Yes ___ No ___
3. Please indicate if you would like assistance from SBS in identifying certified M/WBEs for contracting opportunities: Yes ___ No ___
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) _____ (b) _____
Contracting Agency (City Agency) Contract Amount

(c) _____ (d) _____
Procurement Identification Number (PIN) Contract Registration Number (CT#)

(e) _____ (f) _____
Projected Commencement Date 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/or criminal prosecution.

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

Only original signatures accepted.

Sworn to before me this _____ day of _____ 20 _____

Notary Public Authorized Signature Date

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

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

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

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

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

OWNERSHIP CODES

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

FORM B: PROJECTED WORKFORCE

TRADE CLASSIFICATION CODES

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

Total (Col. #1-10):

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

Total Female
(Col. #6 - 10):

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

FORM B: PROJECTED WORKFORCE

Trade: _____

Union Affiliation, if applicable _____

Total (Col. #1-10): _____

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

Total Female
(Col. #6 - 10): _____

MALES

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

FEMALES

(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)?

FORM C: CURRENT WORKFORCE

TRADE CLASSIFICATION CODES

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

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

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): _____

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

FORM C: CURRENT WORKFORCE

Trade: _____

Union Affiliation, if applicable _____

Total (Col. #1-10): _____

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

Total Female
(Col. #6 ~ 10): _____

MALES

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

FEMALES

	(6)		(7)		(8)		(9)		(10)	
	White Non Hisp.	Black Non Hisp.	White Non Hisp.	Black Non Hisp.	White Non Hisp.	Black Non Hisp.	Asian	Asian	Native Amer.	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: PV678-BCA



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

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

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

CONTRACT NO. 1 GENERAL CONSTRUCTION WORK
CONTRACT NO. 2 PLUMBING WORK
CONTRACT NO. 3 HVAC + FIRE PROTECTION WORK
CONTRACT NO. 4 ELECTRICAL WORK

Bronx Council on the Arts Facility Renovation Rebid

LOCATION: 2700 East Tremont Avenue
BOROUGH: Bronx, NY 10461
CITY OF NEW YORK

Contractor _____

Dated _____, 20____

Entered in the Comptroller's Office

First Assistant Bookkeeper _____

Dated _____, 20____





PROJECT ID: PV678-BCA

**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

**Bronx Council on the Arts Facility
Renovation Rebid**

LOCATION:
BOROUGH:
CITY OF NEW YORK

2700 East Tremont Avenue
Bronx, NY 10461

CONTRACT NO. 1
CONTRACT NO. 2
CONTRACT NO. 3
CONTRACT NO. 4

GENERAL CONSTRUCTION WORK
PLUMBING WORK
HVAC + FIRE PROTECTION WORK
ELECTRICAL WORK

DCA

LTL Architects

Date: March 26, 2015



5-144





NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

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VOLUME 2 OF 3

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NOTICE TO BIDDERS

Please be advised that the City of New York has issued a new Standard Construction Contract. The new Contract, which is incorporated in this bid, is significantly different from the 2008 version previously used by the City. A listing of some of the significant changes is provided below. This notice is only a partial listing. Please refer to the Contract itself for a full understanding of the changes and the actual text of the changes that were made. The text of the revised Standard Construction Contract is the controlling document should there be any discrepancies between this notice and the Standard Construction Contract.

Significant changes include the following:

ARTICLE 11 DAMAGES CAUSED BY DELAYS

In 2008, the City embarked on a pilot project to test the use of new construction contract language altering the allocation of the risk of project delays, as between the City and the contractor. The City has determined to make the pilot project language the standard language for all City construction contracts. Accordingly, there is now one Standard City Construction Contract that it to be used by all agencies for all bids released after the release of the new contract. The damages for delay language is Article 11. Please note that changes have been made to the damages for delay provisions from the pilot to the adopted version.

ARTICLE 22 INSURANCE

Changes have been made to the insurance provisions, including incorporating requirements that the insurance provided comply with recent NYC Department of Buildings regulations specifying required dollar limits for CGL insurance for certain projects and requiring proof of builder's risk insurance prior to Work commencing rather than within 10 days of award.

ARTICLE 26 EXTRA WORK

The percentage paid for overhead for Extra Work pursuant to Section 26.1.11 is increased from 10% to 12% and the calculation of Worker's Compensation insurance costs reimbursed for Extra Work has been clarified.

ARTICLE 37 LABOR LAW REQUIREMENTS
ARTICLE 38 PAYROLL REPORTS

The provisions governing Labor Law provisions have been tightened, including requirements the employee identification cards include a photo (unless the requirement is waived), a prohibition on cash payments to employees and subcontractors, and clear enforcement authority requirements.

ARTICLE 70 ELECTRONIC FILING

A provision is added to make mandatory the electronic filing of certain alteration permits with the Department of Buildings.

Other significant changes include the following:

ARTICLE 7 INDEMNIFICATION

Changes have been made to the indemnification provisions.

ARTICLE 14 FINAL ACCEPTANCE OF WORK
ARTICLE 44 SUBSTANTIAL COMPLETION PAYMENT

The Commissioner is no longer required to issue a substantial completion determination in addition to the already existing requirement that the Engineer issue a substantial completion determination and reach an agreement on a punch list of remaining work. Now, the Engineer, when issuing the punch list to the Contractor, must also include a proposed schedule for the completion of the punch list. The Contractor may propose an alternative schedule that is subject to the approval of the Engineer. If the Contractor fails to respond to the Engineer's proposed schedule, the Engineer's schedule is deemed accepted.

ARTICLE 15 LIQUIDATED DAMAGES

The contract is revised to match Schedule A to provide that liquidated damages are available only until substantial completion.

ARTICLE 17 SUBCONTRACTS

The requirements for prior approval of subcontractors, and for contractors to be responsible for the actions of their subcontractors, have been tightened. The requirement that the Contractor list subcontractors in the City's Payee Information Portal has been added; the provision was previously attached as a rider.

ARTICLE 19 SECURITY DEPOSIT

The provisions governing the return of bid deposits are clarified.

ARTICLE 20 PAYMENT GUARANTEE

The Payment Guaranty provisions, which apply when the City does not require the Contractor to obtain payment bonds, has been significantly revised to track the requirements of State Finance law 137.

ARTICLE 28 RECORDKEEPING FOR EXTRA OR DISPUTED WORK

The recordkeeping requirement that currently apply to payments for Time & Materials for extra work are expressly made applicable to regular work that is paid for on a T & M basis.

ARTICLE 35 EMPLOYEES

The whistleblower provisions of local law are added to the construction contract. They previously have been attached as a rider.

**ARTICLE 38 PAYROLL REPORTS
ARTICLE 77 RECORDS RETENTION**

Requirements that records be maintained for six years and directions on how such records must be made available.

ARTICLE 42 PARTIAL PAYMENTS

Increased flexibility has been provided for when contractors may submit invoices.

ARTICLE 62 TAX EXEMPTION

The provisions identifying the State tax exemption for municipalities are revised to more clearly describe State law.

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

INFORMATION FOR BIDDERS

December 2013

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**NEW YORK CITY STANDARD CONSTRUCTION CONTRACT (DEC. 2013)
INSURANCE RIDER**

The following provisions supersede the corresponding provisions in the December 2013 version of the New York City Standard Construction Contract:

1. Section 22.1.1(c) provides as follows:

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 provided by the Agency in Schedule A. If the Work does not require such a permit, the minimum limits shall be those provided for in Schedule A.

2. Section 22.3.3 provides as follows:

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; and (d) the company code issued to the insurance company by the National Association of Insurance Commissioners (the NAIC number). All such Certificates of Insurance shall be accompanied by the required additional insured endorsements and 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.

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INFORMATION FOR BIDDERS

1. Description and Location of Work

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

2. Time and Place for Receipt of Bids

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

3. Definitions

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

4. Invitation For Bids and Contract Documents

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

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

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

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

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

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

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

5. Pre-Bid Conference

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

6. Agency Contact

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

7. Bidder's Oath

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

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

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

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

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

9. Examination of Proposed Contract

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

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

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

10. Form of Bid

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

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

11. Irrevocability of Bid

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

12. Acknowledgment of Amendments

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

13. Bid Samples and Descriptive Literature

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

14. Proprietary Information/Trade Secrets

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

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

15. Pre-Opening Modification or Withdrawal of Bids

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

16. Bid Evaluation and Award

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

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

17. Late Bids, Late Withdrawals and Late Modifications

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

18. Withdrawal of Bids

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

19. Mistake in Bids

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

(B) Mistakes Discovered Before Award

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

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

- (c) The bid was submitted in good faith and the bidder submits credible evidence that the mistake was a clerical error as opposed to a judgment error; and
- (d) The error in the bid is actually due to an unintentional and substantial arithmetic error or an unintentional omission of a substantial quantity of work, labor, material or services made directly in the compilation of the bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of the original work paper, documents, or materials used in the preparation of the bid sought to be withdrawn; and
- (e) It is possible to place the agency in the same position as existed prior to the bid.

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

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

20. Low Tie Bids

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

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

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

21. Rejection of Bids

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

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

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

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

- (1) All otherwise acceptable bids received are at unreasonable prices, or only one bid is received and the Agency Chief Contracting Officer cannot determine the reasonableness of the bid price, or no responsive bid has been received from a responsible bidder; or
- (2) In the judgment of the Agency Chief Contracting Officer, the bids were not independently arrived at in open competition, were collusive, or were submitted in bad faith.

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

- (1) prior notice of the intention to negotiate and a reasonable opportunity to negotiate have been given by the contracting officer to each responsible bidder that submitted a bid in response to the Invitation for Bids;
- (2) the negotiated price is the lowest negotiated price offered by a responsible bidder; and
- (3) the negotiated price is lower than the lowest rejected bid price of a responsible bidder that submitted a bid in response to the Invitation for Bids.

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

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

23. Affirmative Action and Equal Employment Opportunity

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

24. VENDEX Questionnaires

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

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

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

25. Complaints About the Bid Process

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

26. Bid, Performance and Payment Security

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

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

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

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

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

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

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

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

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

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

27. Failure to Execute Contract

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

28. Bidder Responsibilities and Qualifications

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

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

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

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

29. Employment Report

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

30. Labor Law Requirements

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

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

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

31. Insurance

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

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

32. Lump Sum Contracts

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

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

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

33. Unit Price Contracts

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

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

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

34. Excise Tax

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

35. Licenses and Permits

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

36. Multiple Prime Contractors

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

37. Locally Based Enterprise Requirements (LBE)

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

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

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

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

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

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

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

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

- (2) The following documents shall be attached to the "LBE Participation Schedule":
- (a) verification letters from each subcontractor listed in the "LBE Participation Schedule" stating that the LBE will enter into a formal agreement for work,
 - (b) certification documents of any proposed LBE subcontractor which is not on the LBE certified list, and
 - (c) copies of the certification letter of any proposed subcontractor which is an LBE.
- (3) Documentation of good faith efforts to achieve the required LBE percentage shall include as appropriate but not limited to the following:
- (a) attendance at prebid meetings, when scheduled by the agency, to advise bidders of contract requirements;
 - (b) advertisement where appropriate in general circulation media, trade association publications and small business media of the specific subcontracts that would be at least equal to the percentage goal for LBE utilization specified by the contractor;
 - (c) written notification to association of small, minority and women contractors soliciting specific subcontractors;
 - (d) written notification by certified mail to LBE firms that their interest in the contract is solicited for specific work items and their estimated values;
 - (e) demonstration of efforts made to select portions of the work for performance by LBE firms in order to increase the likelihood of achieving the stated goal;
 - (f) documented efforts to negotiate with LBE firms for specific subcontracts, including at a minimum:
 - (i) The names, address and telephone numbers of LBE firms that are contacted;
 - (ii) A description of the information provided to LBE firms regarding the plans and specifications for portions of the work to be performed;
 - (iii) Documentation showing that no reasonable price can be obtained from LBE firms;
 - (iv) A statement of why agreements with LBE firms were not reached;
 - (g) a statement of the reason for rejecting any LBE firm which the contractor deemed to be unqualified; and
 - (h) documentation of efforts made to assist the LBE firms contacted that needed assistance in obtaining required insurance.

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

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

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

38. Bid Submission Requirements

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

39. Comptroller's Certificate

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

40. Procurement Policy Board Rules

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

41. DDC Safety Requirements

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

CITY OF NEW YORK
DEPARTMENT OF DESIGN AND CONSTRUCTION
SAFETY REQUIREMENTS

June 2015

THE DDC SAFETY REQUIREMENTS INCLUDE THE FOLLOWING SECTIONS:

- I. POLICY ON SITE SAFETY**
- II. PURPOSE**
- III. DEFINITIONS**
- IV. RESPONSIBILITIES**
- V. SAFETY QUESTIONNAIRE**
- VI. SAFETY PROGRAM AND SITE SAFETY PLAN**
- VII. KICK-OFF/PRE-CONSTRUCTION MEETINGS AND SAFETY REVIEW**
- VIII. EVALUATION DURING WORK IN PROGRESS**
- IX. SAFETY PERFORMANCE EVALUATION**

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I. POLICY ON SITE SAFETY

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

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

I. PURPOSE

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

III. DEFINITIONS

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

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

Construction Safety Auditor: A representative of the 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").

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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

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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.

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- 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:

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- 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

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- 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.

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- 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:

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- 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.

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December 2013



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WITNESSETH:

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

**CHAPTER I
THE CONTRACT AND DEFINITIONS**

ARTICLE 1. THE CONTRACT

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

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

1.1.2 The Contract Drawings and Specifications;

1.1.3 The General Conditions and Special Conditions, if any;

1.1.4 The Contract;

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

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

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

ARTICLE 2. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.1.31 "Small Tools" shall mean items that are ordinarily required for a worker's job function, including but not limited to, equipment that ordinarily has no licensing, insurance

or substantive storage costs associated with it; such as circular and chain saws, impact drills, threaders, benders, wrenches, socket tools, etc.

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

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

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

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

CHAPTER II THE WORK AND ITS PERFORMANCE

ARTICLE 3. CHARACTER OF THE WORK

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

ARTICLE 4. MEANS AND METHODS OF CONSTRUCTION

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

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

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

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

4.2 The Engineer's approval of the Contractor's Means and Methods of Construction, or his/her failure to exercise his/her right to reject such means or methods, shall not relieve the Contractor of its obligation to complete the Work as provided in this Contract; nor shall the exercise of such right to reject create a cause of action for damages.

ARTICLE 5. COMPLIANCE WITH LAWS

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

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

5.3 Noise Control Code provisions.

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

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

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

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

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

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

5.4.1(c) "Nonroad Engine" means an internal combustion engine (including the fuel system) that is not used in a Motor Vehicle or a vehicle used solely for competition, or that is not subject to standards promulgated under Section 7411 or Section 7521 of

Title 42 of the United States Code, except that this term shall apply to internal combustion engines used to power generators, compressors or similar equipment used in any construction program or project.

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

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

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

5.4.2 Ultra Low Sulfur Diesel Fuel

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

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

5.4.2(c) Contractors shall not be required to comply with this Article 5.4.2 where the City Agency letting this Contract makes a written finding, which is approved, in writing, by the DEP Commissioner, that a sufficient quantity of Ultra Low Sulfur Diesel Fuel, or diesel fuel that has a sulfur content of no more than thirty parts per million (30 ppm) is not available to meet the requirements of Section 24-163.3 of the Administrative Code, provided that such Contractor in its fulfillment of the requirements of this Contract, to the extent practicable, shall use whatever quantity of Ultra Low Sulfur Diesel Fuel or diesel fuel that has a sulfur content of no more than thirty parts per million (30 ppm) is available. Any finding made pursuant to this Article 5.4.2(c) shall expire after sixty (60) Days, at which time the requirements of this Article 5.4.2 shall be in full force and effect unless the City Agency renews the finding in writing and such renewal is approved by the DEP Commissioner.

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

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

5.4.3 Best Available Technology

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

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

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

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

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

5.4.3(d)(ii) Where the DEP Commissioner has issued a written waiver based upon the Contractor having demonstrated to the DEP Commissioner that the use of the best available technology for reducing the emission of pollutants might endanger the operator of such vehicle or those working near such vehicle, due to engine malfunction, the Contractor shall use whatever technology for reducing the emission of pollutants, if any, is available and appropriate for such vehicle, which would not endanger the operator of such vehicle or those working near such vehicle.

5.4.3(d)(iii) In determining which technology to use for the purposes of Articles 5.4.3(d)(i) and 5.4.3(d)(ii) above, the Contractor shall primarily consider the reduction in emissions of particulate matter and secondarily consider the reduction in emissions of nitrogen oxides associated with the use of such

technology, which shall in no event result in an increase in the emissions of either such pollutant.

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

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

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

5.4.5 Compliance

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

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

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

5.4.6 Reporting

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

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

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

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

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

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

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

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

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

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

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

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

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

5.5.1(d) "Nonroad Vehicle" means a vehicle that is powered by a Nonroad Engine, fifty (50) horsepower (HP) and greater, and that is not a Motor Vehicle or a vehicle used solely for competition, which shall include, but not be limited to, excavators, backhoes, cranes, compressors, generators, bulldozers, and similar equipment, except

that this terms shall not apply to horticultural maintenance vehicles used for landscaping purposes that are powered by a Nonroad Engine of sixty-five (65) HP or less and that are not used in any construction program or project.

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

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

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

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

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

ARTICLE 6. INSPECTION

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

6.2 The Contractor's obligation hereunder shall include the uncovering or taking down of finished Work and its restoration thereafter; provided, however, that the order to uncover, take down and restore shall be in writing, and further provided that if Work thus exposed proves satisfactory, and if the Contractor has complied with Article 6.1, such uncovering or taking down and restoration shall be considered an item of Extra Work to be paid for in accordance with the provisions of Article 26. If the Work thus exposed proves unsatisfactory, the City has no obligation to compensate the Contractor for the uncovering, taking down or restoration.

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

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

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

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

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

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

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

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

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

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

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

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

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

CHAPTER III TIME PROVISIONS

ARTICLE 8. COMMENCEMENT AND PROSECUTION OF THE WORK

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

ARTICLE 9. PROGRESS SCHEDULES

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

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

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

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

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

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

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

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

ARTICLE 10. REQUESTS FOR INFORMATION OR APPROVAL

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

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

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

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

11.1.1 Within seven (7) Days after the commencement of such condition, the Contractor must notify the Engineer in writing of the existence, nature and effect of such condition upon the approved progress schedule and the Work, and must state why and in what respects, if any, the condition is causing or may cause a delay.

11.1.2 If the Contractor shall claim to be sustaining damages for delay as provided for in this Article 11, within forty-five (45) Days from the time such damages are first incurred, and every thirty (30) Days thereafter for as long as such damages are being incurred, the Contractor shall submit to the Commissioner verified written statements of the details and the amounts of such damages, together with documentary evidence of such damages, ("statement of delay damages") as further detailed in Article 11.6. The Contractor may submit any of the above statements within such additional time as may be granted by the Commissioner in writing upon written request therefor. On failure of the Contractor to strictly comply with all of the foregoing provisions, such claims shall be deemed waived and no right to recover on such claims shall exist. Damages that the Contractor may claim in any action arising under or by reason of this Contract shall not be different from or in excess of the statements made and documentation provided pursuant to this Article 11.

11.1.3 Within 60 days of submission of the final verified statement of claims pursuant to Article 44, the Commissioner shall make a determination as to whether a compensable delay has occurred and, if so, the amount of compensation due the Contractor. Notwithstanding the above, the Commissioner may make a determination as to whether a compensable delay has occurred at any time after the Contractor's first submission of a statement of delay damages provided, however, that the amount of compensation due to the Contractor will not be determined until the Commissioner determines that the Work is delayed after the date set for substantial completion.

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

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

11.4 Compensable Delays

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

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

11.4.1.2 Extended delays attributable to the City in the review or issuance of change orders, in shop drawing reviews and approvals or as a result of the cumulative impact of multiple change orders, which have a verifiable impact on Project costs.

11.4.1.3 The unavailability of the Site for an extended period of time that significantly affects the scheduled completion of the Contract.

- 11.4.1.4 The issuance by the **Engineer** of a stop work order relative to a substantial portion of the **Work** for a period exceeding thirty (30) **Days**, that was not brought about through any action or omission of the **Contractor**.
- 11.4.1.5 Differing site conditions that were neither known nor reasonably ascertainable on a pre-bid inspection of the **Site** or review of the bid documents or other publicly available sources, and that are not ordinarily encountered in the **Project's** geographical area or neighborhood or in the type of **Work** to be performed.
- 11.4.1.6 Delays caused by the **City's** bad faith or its willful, malicious, or grossly negligent conduct;
- 11.4.1.7 Delays not contemplated by the parties;
- 11.4.1.8 Delays so unreasonable that they constitute an intentional abandonment of the **Contract** by the **City**; and
- 11.4.1.9 Delays resulting from the **City's** breach of a fundamental obligation of the **Contract**.

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

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

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

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

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

11.5.3 Restraining orders, injunctions or judgments issued by a court which were caused by a **Contractor's** submission, action or inaction or by a **Contractor's Means and Methods** of

Construction, or by third parties, unless such order, injunction or judgment was the result of an action or omission by the City;

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

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

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

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

11.6 Required Content of Submission of Statement of Delay Damages

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

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

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

11.6.1.3 The amount of additional compensation sought and a breakdown of that amount into categories as described in Article 26.2, subject to the limitations set forth in Article 11.7.

11.6.1.4 Any additional information requested by the Commissioner.

11.7 Recoverable Costs

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

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

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

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

11.7.1.4 Insurance and bond costs;

11.7.1.5 Extended field office costs;

11.7.1.6 Extended Site overhead; and

11.7.1.7 Extended home office overhead.

11.7.2 Recoverable Subcontractor Costs. When the Work is performed by a Subcontractor, the Contractor may be paid the actual and necessary costs of such subcontracted Work as outlined above in Articles 11.7.1.1 through 11.7.1.6, and an

additional overhead of five (5%) percent of the costs outlined in Articles 11.7.1.1 through 11.7.1.3.

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

11.7.3.1 Profit, or loss of anticipated or unanticipated profit;

11.7.3.2 Consequential damages, including but not limited to interest on monies in dispute, including interest which is paid on such monies, loss of bonding capacity, bidding opportunities, or interest in investment, or any resulting insolvency;

11.7.3.3 Indirect costs or expenses of any nature;

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

11.7.3.5 Attorneys' fees and dispute and claims preparation expenses.

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

11.9 If the parties agree, pursuant to Article 11.1.3 above, that a compensable delay has occurred and agree on the amount of compensation, payment may be made pursuant to a written change order. Payment pursuant to such change order is subject to pre-audit by the Engineering Audit Officer, and may be post-audited by the Comptroller and/or the Agency.

ARTICLE 12. COORDINATION WITH OTHER CONTRACTORS

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

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

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

the City for any damages relating to or arising out of any directions issued by the Engineer pursuant to this Article 12 (including but not limited to the failure of any Other Contractor to comply or promptly comply with such directions), or the failure of the Engineer to issue any directions, or the failure of any Other Contractor to coordinate its work, or the default in performance of any Other Contractor.

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

12.5 Should the Contractor sustain any damage through any act or omission of any Other Contractor having a contract with the City for the performance of work upon the Site or of work which may be necessary to be performed for the proper prosecution of the Work to be performed hereunder, or through any act or omission of a subcontractor of such Other Contractor, the Contractor shall have no claim against the City for such damage, but shall have a right to recover such damage from the Other Contractor under the provision similar to the following provisions which apply to this Contract and have been or will be inserted in the contracts with such Other Contractors:

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

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

ARTICLE 13. EXTENSION OF TIME FOR PERFORMANCE

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

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

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

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

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

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

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

13.4 The Contractor shall not be entitled to receive a separate extension of time for each of several causes of delay operating concurrently, but, if at all, only for the actual period of delay in completion of the Work as determined by the ACCO or the Board, irrespective of the number of causes contributing to produce such delay. If one of several causes of delay operating concurrently results from any act, fault or omission of the Contractor or of its Subcontractors or Materialmen, and would of itself (irrespective of the concurrent causes) have delayed the Work, no extension of time will be allowed for the period of delay resulting from such act, fault or omission.

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

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

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

13.8 Application for Extension of Time:

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

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

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

13.8.1(c) Original total bid price;

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

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

13.8.1(f) The extension of time requested.

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

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

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

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

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

13.9 Analysis and Approval of Time Extensions:

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

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

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

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

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

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

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

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

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

ARTICLE 14. COMPLETION AND FINAL ACCEPTANCE OF THE WORK

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

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

14.2.1 Inspection: The Engineer has inspected the Work and has made a written determination that it is substantially complete.

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

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

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

14.5 Request for Inspection: Inspection of the Work by the Engineer for the purpose of Substantial Completion or Final Acceptance shall be made within ten (10) Days after receipt of the Contractor's written request therefor.

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

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

ARTICLE 15. LIQUIDATED DAMAGES

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

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

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

ARTICLE 16. OCCUPATION OR USE PRIOR TO COMPLETION

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

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

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

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

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

CHAPTER IV SUBCONTRACTS AND ASSIGNMENTS

ARTICLE 17. SUBCONTRACTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 18. ASSIGNMENTS

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

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

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

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

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

**CHAPTER V
CONTRACTOR'S SECURITY AND GUARANTEE**

ARTICLE 19. SECURITY DEPOSIT

19.1 If performance and payment bonds are required, the City shall retain the bid security to ensure that the successful bidder executes the Contract and furnishes the required payment and performance security within ten (10) Days after notice of the award of the Contract. If the successful bidder fails to execute the Contract and furnish the required payment and performance security, the City shall retain such bid security as set forth in the Information for Bidders. If the successful bidder executes the Contract and furnishes the required payment and performance security, the City shall return the bid security within a reasonable time after the furnishing of such bonds and execution of the Contract by the City.

19.2 If performance and payment bonds are not required, the bid security shall be retained by the City as security for the Contractor's faithful performance of the Contract. If partial payments are provided, the bid security will be returned to the Contractor after the sum retained under Article 21 equals the amount of the bid security, subject to other provisions of this Contract. If partial payments are not provided, the bid security will be released when final payment is certified by the City for payment.

19.3 If the Contractor is declared in default under Article 48 prior to the return of the deposit, or if any claim is made such as referred to in Article 23, the amount of such deposit, or so much thereof as the Comptroller may deem necessary, may be retained and then applied by the Comptroller:

19.3.1 To compensate the City for any expense, loss or damage suffered or incurred by reason of or resulting from such default, including the cost of re-letting and liquidated damages; or

19.3.2 To indemnify the City against any and all claims.

ARTICLE 20. PAYMENT GUARANTEE

20.1 On Contracts where one hundred (100%) percent performance bonds and payment bonds are executed, this Article 20 does not apply.

20.2 In the event the terms of this Contract do not require the Contractor to provide a payment bond or where the Contract does not require a payment bond for one hundred (100%) percent of the Contract price, the City shall, in accordance with the terms of this Article 20, guarantee payment of all lawful claims for:

20.2.1 Wages and compensation for labor performed and/or services rendered; and

20.2.2 Materials, equipment, and supplies provided, whether incorporated into the Work or not, when demands have been filed with the City as provided hereinafter by any person, firm, or corporation which furnished labor, material, equipment, supplies, or any combination thereof, in connection with the Work performed hereunder (hereinafter referred to as the "beneficiary") at the direction of the City or the Contractor.

20.3 The provisions of Article 20.2 are subject to the following limitations and conditions:

20.3.1 If the Contractor provides a payment bond for a value that is less than one hundred (100%) percent of the value of the Contract Work, the payment bond provided by the Contractor shall be primary (and non-contributing) to the payment guarantee provided under this Article 20.

20.3.2 The guarantee is made for the benefit of all beneficiaries as defined in Article 20.2 provided that those beneficiaries strictly adhere to the terms and conditions of Article 20.3.4 and 20.3.5.

20.3.3 Nothing in this Article 20 shall prevent a beneficiary providing labor, services or material for the Work from suing the Contractor for any amounts due and owing the beneficiary by the Contractor.

20.3.4 Every person who has furnished labor or material, to the Contractor or to a Subcontractor of the Contractor, in the prosecution of the Work and who has not been paid in full therefor before the expiration of a period of ninety (90) Days after the date on which the last of the labor was performed or material was furnished by him/her for which the claim is made, shall have the right to sue on this payment guarantee in his/her own name for the amount, or the balance thereof, unpaid at the time of commencement of the action; provided, however, that a person having a direct contractual relationship with a Subcontractor of the Contractor but no contractual relationship express or implied with the Contractor shall not have a right of action upon the guarantee unless he/she shall have given written notice to the Contractor within one hundred twenty (120) Days from the date on which the last of the labor was performed or the last of the material was furnished, for which his/her claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the material was furnished or for whom the labor was performed. The notice shall be served by delivering the same personally to the Contractor or by mailing the same by registered mail, postage prepaid, in an envelope addressed to the Contractor at any place where it maintains an office or conducts its business; provided, however, that where such notice is actually received by the Contractor by other means, such notice shall be deemed sufficient.

20.3.5 Except as provided in Labor Law Section 220-g, no action on this payment guarantee shall be commenced after the expiration of the one-year limitations period set forth in Section 137(4)(b) of the State Finance Law.

20.3.6 The Contractor shall promptly forward to the City any notice or demand received pursuant to Article 20.3.4. The Contractor shall inform the City of any defenses to the notice or demand and shall forward to the City any documents the City requests concerning the notice or demand.

20.3.7 All demands made against the City by a beneficiary of this payment guarantee shall be presented to the Engineer along with all written documentation concerning the demand which the Engineer deems reasonably appropriate or necessary, which may include, but shall not be limited to: the subcontract; any invoices presented to the Contractor for payment; the notarized statement of the beneficiary that the demand is due and payable, that a request for payment has been made of the Contractor and that the demand has not been paid by the Contractor within the time allowed for such payment by the subcontract; and copies of any correspondence between the beneficiary and the Contractor concerning such demand. The City shall notify the Contractor that a demand has been made. The Contractor shall inform the City of any defenses to the demand and shall forward to the City any documents the City requests concerning the demand.

20.3.8 The City shall make payment only if, after considering all defenses presented by the Contractor, it determines that the payment is due and owing to the beneficiary making the demand.

20.3.9 No beneficiary shall be entitled to interest from the City, or to any other costs, including, but not limited to, attorneys' fees, except to the extent required by State Finance Law Section 137.

20.4 Upon the receipt by the City of a demand pursuant to this Article 20, the City may withhold from any payment otherwise due and owing to the Contractor under this Contract an amount sufficient to satisfy the demand.

20.4.1 In the event the City determines that the demand is valid, the City shall notify the Contractor of such determination and the amount thereof and direct the Contractor to immediately pay such amount to the beneficiary. In the event the Contractor, within seven (7) Days of receipt of such notification from the City, fails to pay the beneficiary, such failure shall constitute an automatic and irrevocable assignment of payment by the Contractor to the beneficiary for the amount of the demand determined by the City to be valid. The Contractor, without further notification or other process, hereby gives its unconditional consent to such assignment of payment to the beneficiary and authorizes the City, on its behalf, to take all necessary actions to implement such assignment of payment, including without limitation the execution of any instrument or documentation necessary to effectuate such assignment.

20.4.2 In the event that the amount otherwise due and owing to the Contractor by the City is insufficient to satisfy such demand, the City may, at its option, require payment from the Contractor of an amount sufficient to cover such demand and exercise any other right to require or recover payment which the City may have under Law or Contract.

20.4.3 In the event the City determines that the demand is invalid, any amount withheld pending the City's review of such demand shall be paid to the Contractor; provided, however, no lien has been filed. In the event a claim or an action has been filed, the terms and conditions set forth in Article 23 shall apply. In the event a lien has been filed, the parties will be governed by the provisions of the Lien Law of the State of New York.

20.5 The provisions of this Article 20 shall not prevent the City and the Contractor from resolving disputes in accordance with the PPB Rules, where applicable.

20.6 In the event the City determines that the beneficiary is entitled to payment pursuant to this Article 20, such determination and any defenses and counterclaims raised by the Contractor shall be taken into account in evaluating the Contractor's performance.

20.7 Nothing in this Article 20 shall relieve the Contractor of the obligation to pay the claims of all persons with valid and lawful claims against the Contractor relating to the Work.

20.8 The Contractor shall not require any performance, payment or other bonds of any Subcontractor if this Contract does not require such bonds of the Contractor.

20.9 The payment guarantee made pursuant to this Article 20 shall be construed in a manner consistent with Section 137 of the State Finance Law and shall afford to persons furnishing labor or materials to the Contractor or its Subcontractors in the prosecution of the Work under this Contract all of the rights and remedies afforded to such persons by such section, including but not limited to, the right

to commence an action against the City on the payment guarantee provided by this Article 20 within the one-year limitations period set forth in Section 137(4)(b).

ARTICLE 21. RETAINED PERCENTAGE

21.1 If this Contract requires one hundred (100%) percent performance and payment security, then as further security for the faithful performance of this Contract, the Commissioner shall deduct, and retain until the substantial completion of the Work, five (5%) percent of the value of Work certified for payment in each partial payment voucher.

21.2 If this Contract does not require one hundred (100%) percent performance and payment security and if the price for which this Contract was awarded does not exceed one million (\$1,000,000) dollars, then as further security for the faithful performance of this Contract, the Commissioner shall deduct, and retain until the substantial completion of the Work, five (5%) percent of the value of Work certified for payment in each partial payment voucher.

21.3 If this Contract does not require one hundred (100%) percent performance and payment security and if the price for which this Contract was awarded exceeds one million (\$1,000,000) dollars, then as further security for the faithful performance of this Contract, the Commissioner shall deduct, and retain until the substantial completion of the Work, up to ten (10%) percent of the value of Work certified for payment in each partial payment voucher. The percentage to be retained is set forth in Schedule A of the General Conditions.

ARTICLE 22. INSURANCE

22.1 Types of Insurance: The Contractor shall procure and maintain the following types of insurance if, and as indicated, in Schedule A of the General Conditions (with the minimum limits and special conditions specified in Schedule A). Such insurance shall be maintained from the date the Contractor is required to provide Proof of Insurance pursuant to Article 22.3.1 through the date of completion of all required Work (including punch list work as certified in writing by the Resident Engineer), except for insurance required pursuant to Article 22.1.4, which may terminate upon Substantial Completion of the Contract. All insurance shall meet the requirements set forth in this Article 22. Wherever this Article requires that insurance coverage be "at least as broad" as a specified form (including all ISO forms), there is no obligation that the form itself be used, provided that the Contractor can demonstrate that the alternative form or endorsement contained in its policy provides coverage at least as broad as the specified form.

22.1.1 Commercial General Liability Insurance: The Contractor shall provide Commercial General Liability Insurance covering claims for property damage and/or bodily injury, including death, which may arise from any of the operations under this Contract. Coverage under this insurance shall be at least as broad as that provided by the latest edition of Insurance Services Office ("ISO") Form CG 0001. Such insurance shall be "occurrence" based rather than "claims-made" and include, without limitation, the following types of coverage: premises operations; products and completed operations; contractual liability (including the tort liability of another assumed in a contract); broad form property damage; independent contractors; explosion, collapse and underground (XCU); construction means and methods; and incidental malpractice. Such insurance shall contain a "per project" aggregate limit, as specified in Schedule A, that applies separately to operations under this Contract.

22.1.1(a) Such Commercial General Liability Insurance shall name the City as an Additional Insured. Coverage for the City shall specifically include the City's officials and employees, be at least as broad as the latest edition of ISO Form CG 20 10 and provide completed operations coverage at least as broad as the latest edition of ISO Form CG 20 37.

22.1.1(b) Such Commercial General Liability Insurance shall name all other entities designated as additional insureds in Schedule A but only for claims arising from the Contractor's operations under this Contract, with coverage at least as broad as the latest edition of ISO Form CG 20 26.

22.1.1(c) If the Work requires a permit from the Department of Buildings pursuant to 1 RCNY Section 101-08, at http://www.nyc.gov/html/dob/downloads/rules/1_RCNY_101-08.pdf, the Contractor shall provide Commercial General Liability Insurance with limits of at least those required by 1 RCNY section 101-08. If the Work does not require such a permit, the minimum limits shall be those provided for in Schedule A.

22.1.1(d) If any of the Work includes repair of a waterborne vessel owned by or to be delivered to the City, such Commercial General Liability shall include, or be endorsed to include, Ship Repairer's Legal Liability Coverage to protect against, without limitation, liability arising from navigation of such vessels prior to delivery to and acceptance by the City.

22.1.2 Workers' Compensation Insurance, Employers' Liability Insurance, and Disability Benefits Insurance: The Contractor shall provide, and shall cause its Subcontractors to provide, Workers Compensation Insurance, Employers' Liability Insurance, and Disability Benefits Insurance in accordance with the Laws of the State of New York on behalf of all employees providing services under this Contract (except for those employees, if any, for which the Laws require insurance only pursuant to Article 22.1.3).

22.1.3 United States Longshoremen's and Harbor Workers Act and/or Jones Act Insurance: If specified in Schedule A of the General Conditions or if required by Law, the Contractor shall provide insurance in accordance with the United States Longshoremen's and Harbor Workers Act and/or the Jones Act, on behalf of all qualifying employees providing services under this Contract.

22.1.4 Builders Risk Insurance: If specified in Schedule A of the General Conditions, the Contractor shall provide Builders Risk Insurance on a completed value form for the total value of the Work through Substantial Completion of the Work in its entirety. Such insurance shall be provided on an All Risk basis and include coverage, without limitation, for windstorm (including named windstorm), storm surge, flood and earth movement. Unless waived by the Commissioner, it shall include coverage for ordinance and law, demolition and increased costs of construction, debris removal, pollutant clean up and removal, and expediting costs. Such insurance shall cover, without limitation, (a) all buildings and/or structures involved in the Work, as well as temporary structures at the Site, and (b) any property that is intended to become a permanent part of such building or structure, whether such property is on the Site, in transit or in temporary storage. Policies shall name the Contractor as Named Insured and list the City as both an Additional Insured and a Loss Payee as its interest may appear.

22.1.4(a) Policies of such insurance shall specify that, in the event a loss occurs at an occupied facility, occupancy of such facility is permitted without the consent of the issuing insurance company.

22.1.4(b) Such insurance may be provided through an Installation Floater, at the Contractor's option, if it otherwise conforms with the requirements of this Article 22.1.4.

22.1.5 Commercial Automobile Liability Insurance: The Contractor shall provide Commercial Automobile Liability Insurance for liability arising out of ownership, maintenance or use of any owned (if any), non-owned and hired vehicles to be used in connection with this Contract. Coverage shall be at least as broad as the latest edition of ISO Form CA0001. If vehicles are used for transporting hazardous materials, the Automobile Liability Insurance shall be endorsed to provide pollution liability broadened coverage for covered vehicles (endorsement CA 99 48) as well as proof of MCS 90.

22.1.6 Contractors Pollution Liability Insurance: If specified in Schedule A of the General Conditions, the Contractor shall maintain, or cause the Subcontractor doing such Work to maintain, Contractors Pollution Liability Insurance covering bodily injury and property damage. Such insurance shall provide coverage for actual, alleged or threatened emission, discharge, dispersal, seepage, release or escape of pollutants (including asbestos), including any loss, cost or expense incurred as a result of any cleanup of pollutants (including asbestos) or in the investigation, settlement or defense of any claim, action, or proceedings arising from the operations under this Contract. Such insurance shall be in the Contractor's name and list the City as an Additional Insured and any other entity specified in Schedule A. Coverage shall include, without limitation, (a) loss of use of damaged property or of property that has not been physically injured, (b) transportation, and (c) non-owned disposal sites.

22.1.6(a) Coverage for the City as Additional Insured shall specifically include the City's officials and employees and be at least as broad as provided to the Contractor for this Project.

22.1.6(b) If such insurance is written on a claims-made policy, such policy shall have a retroactive date on or before the effective date of this Contract, and continuous coverage shall be maintained, or an extended discovery period exercised, for a period of not less than three (3) years from the time the Work under this Contract is completed.

22.1.7 Marine Insurance:

22.1.7(a) Marine Protection and Indemnity Insurance: If specified in Schedule A of the General Conditions or if the Contractor engages in marine operations in the execution of any part of the Work, the Contractor shall maintain, or cause the Subcontractor doing such Work to maintain, Marine Protection and Indemnity Insurance with coverage at least as broad as Form SP-23. The insurance shall provide coverage for the Contractor or Subcontractor (whichever is doing this Work) and for the City (together with its officials and employees) and any other entity specified in Schedule A as an Additional Insured for bodily injury and property damage arising from marine operations under this Contract. Coverage shall include, without limitation, injury or death of crew members (if not fully provided through other insurance), removal of wreck, damage to piers, wharves and other fixed or floating objects and loss of or damage to any other vessel or craft, or to property on such other vessel or craft.

22.1.7(b) Hull and Machinery Insurance: If specified in Schedule A of the General Conditions or if the Contractor engages in marine operations in the execution of any part of the Work, the Contractor shall maintain, or cause the Subcontractor doing such Work to maintain, Hull and Machinery Insurance with coverage for the Contractor or Subcontractor (whichever is doing this Work) and for the City (together with its officials and employees) as Additional Insured at least as broad as the latest edition of American Institute Tug Form for all tugs used under this Contract and Collision Liability at least as broad as the latest edition of American Institute Hull Clauses.

22.1.7(c) Marine Pollution Liability Insurance: If specified in Schedule A of the General Conditions or if the Contractor engages in marine operations in the execution of any part of the Work, the Contractor shall maintain, or cause the Subcontractor doing such Work to maintain, Marine Pollution Liability Insurance covering itself (or the Subcontractor doing such Work) as Named Insured and the City (together with its officials and employees) and any other entity specified in Schedule A as an Additional Insured. Coverage shall be at least as broad as that provided by the latest edition of Water Quality Insurance Syndicate Form and include, without limitation, liability arising from the discharge or substantial threat of a discharge of oil, or from the release or threatened release of a hazardous substance including injury to, or economic losses resulting from, the destruction of or damage to real property, personal property or natural resources.

22.1.8 The Contractor shall provide such other types of insurance, at such minimum limits and with such conditions, as are specified in Schedule A of the General Conditions.

22.2 General Requirements for Insurance Coverage and Policies:

22.2.1 All required insurance policies shall be maintained with companies that may lawfully issue the required policy and have an A.M. Best rating of at least A-/VII or a Standard and Poor's rating of at least A, unless prior written approval is obtained from the City Corporation Counsel.

22.2.2 The Contractor shall be solely responsible for the payment of all premiums for all required policies and all deductibles and self-insured retentions to which such policies are subject, whether or not the City is an insured under the policy.

22.2.3 In his/her sole discretion, the Commissioner may, subject to the approval of the Comptroller and the City Corporation Counsel, accept Letters of Credit and/or custodial accounts in lieu of required insurance.

22.2.4 The City's limits of coverage for all types of insurance required pursuant to Schedule A of the General Conditions shall be the greater of (i) the minimum limits set forth in Schedule A or (ii) the limits provided to the Contractor as Named Insured under all primary, excess, and umbrella policies of that type of coverage.

22.2.5 The Contractor may satisfy its insurance obligations under this Article 22 through primary policies or a combination of primary and excess/umbrella policies, so long as all policies provide the scope of coverage required herein.

22.2.6 Policies of insurance provided pursuant to this Article 22 shall be primary and non-contributing to any insurance or self-insurance maintained by the City.

22.3 Proof of Insurance:

22.3.1 For all types of insurance required by Article 22.1 and Schedule A, except for insurance required by Articles 22.1.4 and 22.1.7, the Contractor shall file proof of insurance in accordance with this Article 22.3 within ten (10) Days of award. For insurance provided pursuant to Articles 22.1.4 and 22.1.7, proof shall be filed by a date specified by the Commissioner or ten (10) Days prior to the commencement of the portion of the Work covered by such policy, whichever is earlier.

22.3.2 For Workers' Compensation Insurance provided pursuant to Article 22.1.2, the Contractor shall submit one of the following forms: C-105.2 Certificate of Workers' Compensation Insurance; U-26.3 - State Insurance Fund Certificate of Workers' Compensation Insurance; Request for WC/DB Exemption (Form CE-200); equivalent or successor forms used by the New York State Workers' Compensation Board; or other proof of insurance in a form acceptable to the Commissioner. For Disability Benefits Insurance provided pursuant to Article 22.1.2, the Contractor shall submit DB-120.1 - Certificate Of Insurance Coverage Under The NYS Disability Benefits Law, Request for WC/DB Exemption (Form CE-200); equivalent or successor forms used by the New York State Workers' Compensation Board; or other proof of insurance in a form acceptable to the Commissioner. ACORD forms are not acceptable.

22.3.3 For policies provided pursuant to all of Article 22.1 other than Article 22.1.2, the Contractor shall submit one or more Certificates of Insurance on forms acceptable to the Commissioner. All such Certificates of Insurance shall certify (a) the issuance and effectiveness of such policies of insurance, each with the specified minimum limits (b) for insurance secured pursuant to Article 22.1.1 that the City and any other entity specified in Schedule A is an Additional Insured with coverage at least as broad as the most recent edition of ISO Forms CG 20 10, CG 20 37, and CG 20 26, as applicable; (c) in the event insurance is required pursuant to Article 22.1.6 and/or Article 22.1.7, that the City is an Additional Insured thereunder; (d) the company code issued to the insurance company by the National Association of Insurance Commissioners (the NAIC number); and (e) the number assigned to the Contract by the City. All such Certificates of Insurance shall be accompanied by either a duly executed "Certification by Broker" in the form contained in Part III of Schedule A or copies of all policies referenced in such Certificate of Insurance as certified by an authorized representative of the issuing insurance carrier. If any policy is not available at the time of submission, certified binders may be submitted until such time as the policy is available, at which time a certified copy of the policy shall be submitted.

22.3.4 Documentation confirming renewals of insurance shall be submitted to the Commissioner prior to the expiration date of coverage of policies required under this Contract. Such proofs of insurance shall comply with the requirements of Articles 22.3.2 and 22.3.3.

22.3.5 The Contractor shall be obligated to provide the City with a copy of any policy of insurance provided pursuant to this Article 22 upon the demand for such policy by the Commissioner or the City Corporation Counsel.

22.4 Operations of the Contractor:

22.4.1 The Contractor shall not commence the Work unless and until all required certificates have been submitted to and accepted by the Commissioner. Acceptance by the Commissioner of a certificate does not excuse the Contractor from securing insurance

consistent with all provisions of this Article 22 or of any liability arising from its failure to do so.

22.4.2 The Contractor shall be responsible for providing continuous insurance coverage in the manner, form, and limits required by this Contract and shall be authorized to perform Work only during the effective period of all required coverage.

22.4.3 In the event that any of the required insurance policies lapse, are revoked, suspended or otherwise terminated, for whatever cause, the Contractor shall immediately stop all Work, and shall not recommence Work until authorized in writing to do so by the Commissioner. Upon quitting the Site, except as otherwise directed by the Commissioner, the Contractor shall leave all plant, materials, equipment, tools, and supplies on the Site. Contract time shall continue to run during such periods and no extensions of time will be granted. The Commissioner may also declare the Contractor in default for failure to maintain required insurance.

22.4.4 In the event the Contractor receives notice, from an insurance company or other person, that any insurance policy required under this Article 22 shall be cancelled or terminated (or has been cancelled or terminated) for any reason, the Contractor shall immediately forward a copy of such notice to both the Commissioner and the New York City Comptroller, attn: Office of Contract Administration, Municipal Building, One Centre Street, room 1005, New York, New York 10007. Notwithstanding the foregoing, the Contractor shall ensure that there is no interruption in any of the insurance coverage required under this Article 22.

22.4.5 Where notice of loss, damage, occurrence, accident, claim or suit is required under an insurance policy maintained in accordance with this Article 22, the Contractor shall notify in writing all insurance carriers that issued potentially responsive policies of any such event relating to any operations under this Contract (including notice to Commercial General Liability insurance carriers for events relating to the Contractor's own employees) no later than 20 days after such event. For any policy where the City is an Additional Insured, such notice shall expressly specify that "this notice is being given on behalf of the City of New York as Insured as well as the Named Insured." Such notice shall also contain the following information: the number of the insurance policy, the name of the named insured, the date and location of the damage, occurrence, or accident, and the identity of the persons or things injured, damaged or lost. The Contractor shall simultaneously send a copy of such notice to the City of New York c/o Insurance Claims Specialist, Affirmative Litigation Division, New York City Law Department, 100 Church Street, New York, New York 10007.

22.4.6 In the event of any loss, accident, claim, action, or other event that does or can give rise to a claim under any insurance policy required under this Article 22, the Contractor shall at all times fully cooperate with the City with regard to such potential or actual claim.

22.5 Subcontractor Insurance: In the event the Contractor requires any Subcontractor to procure insurance with regard to any operations under this Contract and requires such Subcontractor to name the Contractor as an Additional Insured thereunder, the Contractor shall ensure that the Subcontractor name the City, including its officials and employees, as an Additional Insured with coverage at least as broad as the most recent edition of ISO Form CG 20 26.

22.6 Wherever reference is made in Article 7 or this Article 22 to documents to be sent to the Commissioner (e.g., notices, filings, or submissions), such documents shall be sent to the address set forth in Schedule A of the General Conditions. In the event no address is set forth in Schedule A, such documents are to be sent to the Commissioner's address as provided elsewhere in this Contract.

22.7 Apart from damages or losses covered by insurance provided pursuant to Articles 22.1.2, 22.1.3, or 22.1.5, the Contractor waives all rights against the City, including its officials and employees, for any damages or losses that are covered under any insurance required under this Article 22 (whether or not such insurance is actually procured or claims are paid thereunder) or any other insurance applicable to the operations of the Contractor and/or its employees, agents, or Subcontractors.

22.8 In the event the Contractor utilizes a self-insurance program to satisfy any of the requirements of this Article 22, the Contractor shall ensure that any such self-insurance program provides the City with all rights that would be provided by traditional insurance under this Article 22, including but not limited to the defense and indemnification obligations that insurers are required to undertake in liability policies.

22.9 Materiality/Non-Waiver: The Contractor's failure to secure policies in complete conformity with this Article 22, or to give an insurance company timely notice of any sort required in this Contract or to do anything else required by this Article 22 shall constitute a material breach of this Contract. Such breach shall not be waived or otherwise excused by any action or inaction by the City at any time.

22.10 Pursuant to General Municipal Law Section 108, this Contract shall be void and of no effect unless Contractor maintains Workers' Compensation Insurance for the term of this Contract to the extent required and in compliance with the New York State Workers' Compensation Law.

22.11 Other Remedies: Insurance coverage provided pursuant to this Article 22 or otherwise shall not relieve the Contractor of any liability under this Contract, nor shall it preclude the City from exercising any rights or taking such other actions available to it under any other provisions of this Contract or Law.

ARTICLE 23. MONEY RETAINED AGAINST CLAIMS

23.1 If any claim shall be made by any person or entity (including Other Contractors with the City on this Project) against the City or against the Contractor and the City for any of the following:

- (a) An alleged loss, damage, injury, theft or vandalism of any of the kinds referred to in Articles 7 and 12, plus the reasonable costs of defending the City, which in the opinion of the Comptroller may not be paid by an insurance company (for any reason whatsoever); or
- (b) An infringement of copyrights, patents or use of patented articles, tools, etc., as referred to in Article 57; or
- (c) Damage claimed to have been caused directly or indirectly by the failure of the Contractor to perform the Work in strict accordance with this Contract,

the amount of such claim, or so much thereof as the Comptroller may deem necessary, may be withheld by the Comptroller, as security against such claim, from any money due hereunder. The Comptroller, in his/her discretion, may permit the Contractor to substitute other satisfactory security in lieu of the monies so withheld.

23.2 If an action on such claim is timely commenced and the liability of the City, or the Contractor, or both, shall have been established therein by a final judgment of a court of competent jurisdiction, or if such claim shall have been admitted by the Contractor to be valid, the Comptroller

shall pay such judgment or admitted claim out of the monies retained by the Comptroller under the provisions of this Article 23, and return the balance, if any, without interest, to the Contractor.

ARTICLE 24. MAINTENANCE AND GUARANTY

24.1 The Contractor shall promptly repair, replace, restore or rebuild, as the Commissioner may determine, any finished Work in which defects of materials or workmanship may appear or to which damage may occur because of such defects, during the one (1) year period subsequent to the date of Substantial Completion (or use and occupancy in accordance with Article 16), except where other periods of maintenance and guaranty are provided for in Schedule A.

24.2 As security for the faithful performance of its obligations hereunder, the Contractor, upon filing its requisition for payment on Substantial Completion, shall deposit with the Commissioner a sum equal to one (1%) percent of the price (or the amount fixed in Schedule A of the General Conditions) in cash or certified check upon a state or national bank and trust company or a check of such bank and trust company signed by a duly authorized officer thereof and drawn to the order of the Comptroller, or obligations of the City, which the Comptroller may approve as of equal value with the sum so required.

24.3 In lieu of the above, the Contractor may make such security payment to the City by authorizing the Commissioner in writing to deduct the amount from the Substantial Completion payment which shall be deemed the deposit required above.

24.4 If the Contractor has faithfully performed all of its obligations hereunder the Commissioner shall so certify to the Comptroller within five (5) Days after the expiration of one (1) year from the date of Substantial Completion and acceptance of the Work or within thirty (30) Days after the expiration of the guarantee period fixed in the Specifications. The security payment shall be repaid to the Contractor without interest within thirty (30) Days after certification by the Commissioner to the Comptroller that the Contractor has faithfully performed all of its obligations hereunder.

24.5 Notice by the Commissioner to the Contractor to repair, replace, rebuild or restore such defective or damaged Work shall be timely, pursuant to this article, if given not later than ten (10) Days subsequent to the expiration of the one (1) year period or other periods provided for herein.

24.6 If the Contractor shall fail to repair, replace, rebuild or restore such defective or damaged Work promptly after receiving such notice, the Commissioner shall have the right to have the Work done by others in the same manner as provided for in the completion of a defaulted Contract, under Article 51.

24.7 If the security payment so deposited is insufficient to cover the cost of such Work, the Contractor shall be liable to pay such deficiency on demand by the Commissioner.

24.8 The Engineer's certificate setting forth the fair and reasonable cost of repairing, replacing, rebuilding or restoring any damaged or defective Work when performed by one other than the Contractor, shall be binding and conclusive upon the Contractor as to the amount thereof.

24.9 The Contractor shall obtain all manufacturers' warranties and guaranties of all equipment and materials required by this Contract in the name of the City and shall deliver same to the Commissioner. All of the City's rights and title and interest in and to said manufacturers' warranties and guaranties may be assigned by the City to any subsequent purchasers of such equipment and materials or lessees of the premises into which the equipment and materials have been installed.

**CHAPTER VI
CHANGES, EXTRA WORK, AND DOCUMENTATION OF CLAIM**

ARTICLE 25. CHANGES

25.1 Changes may be made to this Contract only as duly authorized in writing by the Commissioner in accordance with the Law and this Contract. All such changes, modifications, and amendments will become a part of the Contract. Work so ordered shall be performed by the Contractor.

25.2 Contract changes will be made only for Work necessary to complete the Work included in the original scope of the Contract and/or for non-material changes to the scope of the Contract. Changes are not permitted for any material alteration in the scope of Work in the Contract.

25.3 The Contractor shall be entitled to a price adjustment for Extra Work performed pursuant to a written change order. Adjustments to price shall be computed in one or more of the following ways:

25.3.1 By applicable unit prices specified in the Contract; and/or

25.3.2 By agreement of a fixed price; and/or

25.3.3 By time and material records; and/or

25.3.4 In any other manner approved by the CCPO.

25.4 All payments for change orders are subject to pre-audit by the Engineering Audit Officer and may be post-audited by the Comptroller and/or the Agency.

ARTICLE 26. METHODS OF PAYMENT FOR OVERRUNS AND EXTRA WORK

26.1 Overrun of Unit Price Item: An overrun is any quantity of a unit price item which the Contractor is directed to provide which is in excess of one hundred twenty-five (125%) percent of the estimated quantity for that item set forth in the bid schedule.

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

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

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

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

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

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

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

26.2.4 Reasonable rental value of Contractor-owned (or Subcontractor-owned, as applicable), necessary plant and equipment other than Small Tools, plus fuel/energy costs. Except for fuel costs for pick-up trucks which shall be reimbursed based on a consumption of five (5) gallons per shift, fuel costs shall be reimbursed based on actual costs or, in the absence of auditable documentation, the following fuel consumption formula per operating hour: $(.035) \times (\text{HP rating}) \times (\text{Fuel cost/gallon})$. Reasonable rental value is defined as the lower of either seventy-five percent of the monthly prorated rental rates established in "The AED Green Book, Rental Rates and Specifications for Construction Equipment" published by Equipment Watch (the "Green Book"), or seventy-five percent of the monthly prorated rental rates established in the "Rental Rate Blue Book for Construction Equipment" published by Equipment Watch (the "Blue Book") (the applicable Blue Book rate being for rental only without the addition of any operational costs listed in the Blue Book). The reasonable rental value is deemed to be inclusive of all operating costs except for fuel/energy consumption and equipment operator's wages/costs. For multiple shift utilization, reimbursement shall be calculated as follows: first shift shall be seventy-five (75%) percent of such rental rates; second shift shall be sixty (60%) percent of the first shift rate; and third shift shall be forty (40%) percent of the first shift rate. Equipment on standby shall be reimbursed at one-third (1/3) the prorated monthly rental rate. Contractor-owned (or Subcontractor-owned, as applicable) equipment includes equipment from rental companies affiliated with or controlled by the Contractor (or Subcontractor, as applicable), as determined by the Commissioner. In establishing cost reimbursement for non-operating Contractor-owned (or Subcontractor-owned, as applicable) equipment (scaffolding, sheeting systems, road plates, etc.), the City may restrict reimbursement to a purchase-salvage/life cycle basis if less than the computed rental costs; plus

26.2.5 Necessary installation and dismantling of such plant and equipment, including transportation to and from the Site, if any, provided that, in the case of non-Contractor-owned (or non-Subcontractor-owned, as applicable) equipment rented from a third party, the cost of installation and dismantling are not allowable if such costs are included in the rental rate; plus

26.2.6 Necessary fees charged by governmental entities; plus

26.2.7 Necessary construction-related service fees charged by non-governmental entities, such as landfill tipping fees; plus

26.2.8 Reasonable rental costs of non-Contractor-owned (or non-Subcontractor-owned, as applicable) necessary plant and equipment other than Small Tools, plus fuel/energy costs. Except for fuel costs for pick-up trucks which shall be reimbursed based on a consumption of five (5) gallons per shift, fuel costs shall be reimbursed based on actual costs or, in the absence of auditable documentation, the following fuel consumption formula per hour of operation: $(.035) \times (\text{HP rating}) \times (\text{Fuel cost/gallon})$. In lieu of renting, the City reserves the right to direct the purchase of non-operating equipment (scaffolding, sheeting systems, road plates, etc.), with payment on a purchase-salvage/life cycle basis, if less than the projected rental costs; plus

26.2.9 Workers' Compensation Insurance, and any insurance coverage expressly required by the City for the performance of the Extra Work which is different than the types of insurance required by Article 22 and Schedule A of the General Conditions. The cost of Workers' Compensation Insurance is subject to applicable payroll limitation caps and shall be based upon the carrier's Manual Rate for such insurance derived from the applicable class Loss Cost ("LC") and carrier's Lost Cost Multiplier ("LCM") approved by the New York State Department of Financial Services, and with the exception of experience rating, rate modifiers as promulgated by the New York Compensation Insurance Rating Board ("NYCIRB"); plus

26.2.10 Additional costs incurred as a result of the Extra Work for performance and payment bonds; plus

26.2.11 Twelve percent (12%) percent of the total of items in Articles 26.2.1 through 26.2.5 as compensation for overhead, except that no percentage for overhead will be allowed on Payroll Taxes or on the premium portion of overtime pay or on sales and personal property taxes. Overhead shall include without limitation, all costs and expenses in connection with administration, management superintendence, small tools, and insurance required by Schedule A of the General Conditions other than Workers' Compensation Insurance; plus

26.2.12 Ten (10%) percent of the total of items in Articles 26.2.1 through 26.2.5, plus the items in Article 26.2.11, as compensation for profit, except that no percentage for profit will be allowed on Payroll Taxes or on the premium portion of overtime pay or on sales and personal property taxes; plus

26.2.13 Five (5%) percent of the total of items in Articles 26.2.6 through 26.2.10 as compensation for overhead and profit.

26.3 Where the Extra Work is performed in whole or in part by other than the Contractor's own forces pursuant to Article 26.2, the Contractor shall be paid, subject to pre-audit by the Engineering Audit Officer, the cost of such Work computed in accordance with Article 26.2 above, plus an additional allowance of five (5%) percent to cover the Contractor's overhead and profit.

26.4 Where a change is ordered, involving both Extra Work and omitted or reduced Contract Work, the Contract price shall be adjusted, subject to pre-audit by the EAO, in an amount based on the difference between the cost of such Extra Work and of the omitted or reduced Work.

26.5 Where the Contractor and the Commissioner can agree upon a fixed price for Extra Work in accordance with Article 25.3.2 or another method of payment for Extra Work in accordance with Article

25.3.4, or for Extra Work ordered in connection with omitted Work, such method, subject to pre-audit by the EAO, may, at the option of the Commissioner, be substituted for the cost plus a percentage method provided in Article 26.2; provided, however, that if the Extra Work is performed by a Subcontractor, the Contractor shall not be entitled to receive more than an additional allowance of five (5%) percent for overhead and profit over the cost of such Subcontractor's Work as computed in accordance with Article 26.2.

ARTICLE 27. RESOLUTION OF DISPUTES

27.1 All disputes between the City and the Contractor of the kind delineated in this Article 27.1 that arise under, or by virtue of, this Contract shall be finally resolved in accordance with the provisions of this Article 27 and the PPB Rules. This procedure for resolving all disputes of the kind delineated herein shall be the exclusive means of resolving any such disputes.

27.1.1 This Article 27 shall not apply to disputes concerning matters dealt with in other sections of the PPB Rules, or to disputes involving patents, copyrights, trademarks, or trade secrets (as interpreted by the courts of New York State) relating to proprietary rights in computer software.

27.1.2 This Article 27 shall apply only to disputes about the scope of Work delineated by the Contract, the interpretation of Contract documents, the amount to be paid for Extra Work or disputed work performed in connection with the Contract, the conformity of the Contractor's Work to the Contract, and the acceptability and quality of the Contractor's Work; such disputes arise when the Engineer, Resident Engineer, Engineering Audit Officer, or other designee of the Commissioner makes a determination with which the Contractor disagrees.

27.2 All determinations required by this Article 27 shall be made in writing clearly stated, with a reasoned explanation for the determination based on the information and evidence presented to the party making the determination. Failure to make such determination within the time required by this Article 27 shall be deemed a non-determination without prejudice that will allow application to the next level.

27.3 During such time as any dispute is being presented, heard, and considered pursuant to this Article 27, the Contract terms shall remain in force and the Contractor shall continue to perform Work as directed by the ACCO or the Engineer. Failure of the Contractor to continue Work as directed shall constitute a waiver by the Contractor of its claim.

27.4 Presentation of Disputes to Commissioner.

Notice of Dispute and Agency Response. The Contractor shall present its dispute in writing ("Notice of Dispute") to the Commissioner within thirty (30) Days of receiving written notice of the determination or action that is the subject of the dispute. This notice requirement shall not be read to replace any other notice requirements contained in the Contract. The Notice of Dispute shall include all the facts, evidence, documents, or other basis upon which the Contractor relies in support of its position, as well as a detailed computation demonstrating how any amount of money claimed by the Contractor in the dispute was arrived at. Within thirty (30) Days after receipt of the detailed written submission comprising the complete Notice of Dispute, the Engineer, Resident Engineer, Engineering Audit Officer, or other designee of the Commissioner shall submit to the Commissioner all materials he or she deems pertinent to the dispute. Following initial submissions to the Commissioner, either party may demand of the other the production of any document or other material the demanding party believes may be relevant to the dispute. The requested party shall produce all relevant materials that are not otherwise

protected by a legal privilege recognized by the courts of New York State. Any question of relevancy shall be determined by the Commissioner whose decision shall be final. Willful failure of the Contractor to produce any requested material whose relevancy the Contractor has not disputed, or whose relevancy has been affirmatively determined, shall constitute a waiver by the Contractor of its claim.

27.4.1 Commissioner Inquiry. The Commissioner shall examine the material and may, in his or her discretion, convene an informal conference with the Contractor, the ACCO, and the Engineer, Resident Engineer, Engineering Audit Officer, or other designee of the Commissioner to resolve the issue by mutual consent prior to reaching a determination. The Commissioner may seek such technical or other expertise as he or she shall deem appropriate, including the use of neutral mediators, and require any such additional material from either or both parties as he or she deems fit. The Commissioner's ability to render, and the effect of, a decision hereunder shall not be impaired by any negotiations in connection with the dispute presented, whether or not the Commissioner participated therein. The Commissioner may or, at the request of any party to the dispute, shall compel the participation of any Other Contractor with a contract related to the Work of this Contract, and that Contractor shall be bound by the decision of the Commissioner. Any Other Contractor thus brought into the dispute resolution proceeding shall have the same rights and obligations under this Article 27 as the Contractor initiating the dispute.

27.4.2 Commissioner Determination. Within thirty (30) Days after the receipt of all materials and information, or such longer time as may be agreed to by the parties, the Commissioner shall make his or her determination and shall deliver or send a copy of such determination to the Contractor, the ACCO, and Engineer, Resident Engineer, Engineering Audit Officer, or other designee of the Commissioner, as applicable, together with a statement concerning how the decision may be appealed.

27.4.3 Finality of Commissioner's Decision. The Commissioner's decision shall be final and binding on all parties, unless presented to the Contract Dispute Resolution Board pursuant to this Article 27. The City may not take a petition to the Contract Dispute Resolution Board. However, should the Contractor take such a petition, the City may seek, and the Contract Dispute Resolution Board may render, a determination less favorable to the Contractor and more favorable to the City than the decision of the Commissioner.

27.5 Presentation of Dispute to the Comptroller. Before any dispute may be brought by the Contractor to the Contract Dispute Resolution Board, the Contractor must first present its claim to the Comptroller for his or her review, investigation, and possible adjustment.

27.5.1 Time, Form, and Content of Notice. Within thirty (30) Days of its receipt of a decision by the Commissioner, the Contractor shall submit to the Comptroller and to the Commissioner a Notice of Claim regarding its dispute with the Agency. The Notice of Claim shall consist of (i) a brief written statement of the substance of the dispute, the amount of money, if any, claimed and the reason(s) the Contractor contends the dispute was wrongly decided by the Commissioner; (ii) a copy of the written decision of the Commissioner; and (iii) a copy of all materials submitted by the Contractor to the Agency, including the Notice of Dispute. The Contractor may not present to the Comptroller any material not presented to the Commissioner, except at the request of the Comptroller.

27.5.2 Response. Within thirty (30) Days of receipt of the Notice of Claim, the Agency shall make available to the Comptroller a copy of all material submitted by the Agency to the Commissioner in connection with the dispute. The Agency may not present to the

Comptroller any material not presented to the **Commissioner** except at the request of the **Comptroller**.

27.5.3 Comptroller Investigation. The **Comptroller** may investigate the claim in dispute and, in the course of such investigation, may exercise all powers provided in Sections 7-201 and 7-203 of the Administrative Code. In addition, the **Comptroller** may demand of either party, and such party shall provide, whatever additional material the **Comptroller** deems pertinent to the claim, including original business records of the **Contractor**. Willful failure of the **Contractor** to produce within fifteen (15) Days any material requested by the **Comptroller** shall constitute a waiver by the **Contractor** of its claim. The **Comptroller** may also schedule an informal conference to be attended by the **Contractor**, Agency representatives, and any other personnel desired by the **Comptroller**.

27.5.4 Opportunity of Comptroller to Compromise or Adjust Claim. The **Comptroller** shall have forty-five (45) Days from his or her receipt of all materials referred to in Article 27.5.3 to investigate the disputed claim. The period for investigation and compromise may be further extended by agreement between the **Contractor** and the **Comptroller**, to a maximum of ninety (90) Days from the **Comptroller's** receipt of all materials. The **Contractor** may not present its petition to the Contract Dispute Resolution Board until the period for investigation and compromise delineated in this Article 27.5.4 has expired. In compromising or adjusting any claim hereunder, the **Comptroller** may not revise or disregard the terms of the **Contract** between the parties.

27.6 Contract Dispute Resolution Board. There shall be a Contract Dispute Resolution Board composed of:

27.6.1 The chief administrative law judge of the Office of Administrative Trials and Hearings (OATH) or his/her designated OATH administrative law judge, who shall act as chairperson, and may adopt operational procedures and issue such orders consistent with this Article 27 as may be necessary in the execution of the Contract Dispute Resolution Board's functions, including, but not limited to, granting extensions of time to present or respond to submissions;

27.6.2 The CCPO or his/her designee; any designee shall have the requisite background to consider and resolve the merits of the dispute and shall not have participated personally and substantially in the particular matter that is the subject of the dispute or report to anyone who so participated; and

27.6.3 A person with appropriate expertise who is not an employee of the City. This person shall be selected by the presiding administrative law judge from a prequalified panel of individuals, established and administered by OATH with appropriate background to act as decision-makers in a dispute. Such individual may not have a contract or dispute with the City or be an officer or employee of any company or organization that does, or regularly represents persons, companies, or organizations having disputes with the City.

27.7 Petition to the Contract Dispute Resolution Board. In the event the claim has not been settled or adjusted by the **Comptroller** within the period provided in this Article 27, the **Contractor**, within thirty (30) Days thereafter, may petition the Contract Dispute Resolution Board to review the **Commissioner's** determination.

27.7.1 Form and Content of Petition by Contractor. The **Contractor** shall present its dispute to the Contract Dispute Resolution Board in the form of a petition, which shall

include (i) a brief written statement of the substance of the dispute, the amount of money, if any, claimed, and the reason(s) the Contractor contends the dispute was wrongly decided by the Commissioner; (ii) a copy of the written Decision of the Commissioner, (iii) copies of all materials submitted by the Contractor to the Agency; (iv) a copy of the written decision of the Comptroller, if any, and (v) copies of all correspondence with, or written material submitted by the Contractor, to the Comptroller. The Contractor shall concurrently submit four (4) complete sets of the Petition: one set to the City Corporation Counsel (Attn: Commercial and Real Estate Litigation Division) and three (3) sets to the Contract Dispute Resolution Board at OATH's offices with proof of service on the City Corporation Counsel. In addition, the Contractor shall submit a copy of the written statement of the substance of the dispute, cited in (i) above, to both the Commissioner and the Comptroller.

27.7.2 Agency Response. Within thirty (30) Days of its receipt of the Petition by the City Corporation Counsel, the Agency shall respond to the brief written statement of the Contractor and make available to the Contract Dispute Resolution Board all material it submitted to the Commissioner and Comptroller. Three (3) complete copies of the Agency response shall be provided to the Contract Dispute Resolution Board and one to the Contractor. Extensions of time for submittal of the Agency response shall be given as necessary upon a showing of good cause or, upon consent of the parties, for an initial period of up to thirty (30) Days.

27.7.3 Further Proceedings. The Contract Dispute Resolution Board shall permit the Contractor to present its case by submission of memoranda, briefs, and oral argument. The Contract Dispute Resolution Board shall also permit the Agency to present its case in response to the Contractor by submission of memoranda, briefs, and oral argument. If requested by the City Corporation Counsel, the Comptroller shall provide reasonable assistance in the preparation of the Agency's case. Neither the Contractor nor the Agency may support its case with any documentation or other material that was not considered by the Comptroller, unless requested by the Contract Dispute Resolution Board. The Contract Dispute Resolution Board, in its discretion, may seek such technical or other expert advice as it shall deem appropriate and may seek, on its own or upon application of a party, any such additional material from any party as it deems fit. The Contract Dispute Resolution Board, in its discretion, may combine more than one dispute between the parties for concurrent resolution.

27.7.4 Contract Dispute Resolution Board Determination. Within forty-five (45) Days of the conclusion of all written submissions and oral arguments, the Contract Dispute Resolution Board shall render a written decision resolving the dispute. In an unusually complex case, the Contract Dispute Resolution Board may render its decision in a longer period, not to exceed ninety (90) Days, and shall so advise the parties at the commencement of this period. The Contract Dispute Resolution Board's decision must be consistent with the terms of the Contract. Decisions of the Contract Dispute Resolution Board shall only resolve matters before the Contract Dispute Resolution Board and shall not have precedential effect with respect to matters not before the Contract Dispute Resolution Board.

27.7.5 Notification of Contract Dispute Resolution Board Decision. The Contract Dispute Resolution Board shall send a copy of its decision to the Contractor, the ACCO, the Engineer, the Comptroller, the City Corporation Counsel, the CCPO, and the PPB. A decision in favor of the Contractor shall be subject to the prompt payment provisions of the PPB Rules. The Required Payment Date shall be thirty (30) Days after the date the parties are formally notified of the Contract Dispute Resolution Board's decision.

27.7.6 Finality of Contract Dispute Resolution Board Decision. The Contract Dispute Resolution Board's decision shall be final and binding on all parties. Any party may seek review of the Contract Dispute Resolution Board's decision solely in the form of a challenge, filed within four (4) months of the date of the Contract Dispute Resolution Board's decision, in a court of competent jurisdiction of the State of New York, County of New York pursuant to Article 78 of the Civil Practice Law and Rules. Such review by the court shall be limited to the question of whether or not the Contract Dispute Resolution Board's decision was made in violation of lawful procedure, was affected by an error of Law, or was arbitrary and capricious or an abuse of discretion. No evidence or information shall be introduced or relied upon in such proceeding that was not presented to the Contract Dispute Resolution Board in accordance with this Article 27.

27.8 Any termination, cancellation, or alleged breach of the Contract prior to or during the pendency of any proceedings pursuant to this Article 27 shall not affect or impair the ability of the Commissioner or Contract Dispute Resolution Board to make a binding and final decision pursuant to this Article 27.

ARTICLE 28. RECORD KEEPING FOR EXTRA OR DISPUTED WORK OR WORK ON A TIME & MATERIALS BASIS

28.1 While the Contractor or any of its Subcontractors is performing Work on a time and material basis or Extra Work on a time and material basis ordered by the Commissioner under Article 25, or where the Contractor believes that it or any of its Subcontractors is performing Extra Work but a final determination by Agency has not been made, or the Contractor or any of its Subcontractors is performing disputed Work (whether on or off the Site), or complying with a determination or order under protest in accordance with Articles 11, 27, and 30, in each such case the Contractor shall furnish the Resident Engineer daily with three (3) copies of written statements signed by the Contractor's representative at the Site showing:

28.1.1 The name, trade, and number of each worker employed on such Work or engaged in complying with such determination or order, the number of hours employed, and the character of the Work each is doing; and

28.1.2 The nature and quantity of any materials, plant and equipment furnished or used in connection with the performance of such Work or compliance with such determination or order, and from whom purchased or rented.

28.2 A copy of such statement will be countersigned by the Resident Engineer, noting thereon any items not agreed to or questioned, and will be returned to the Contractor within two (2) Days after submission.

28.3 The Contractor and its Subcontractors, when required by the Commissioner, or the Comptroller, shall also produce for inspection, at the office of the Contractor or Subcontractor, any and all of its books, bid documents, financial statements, vouchers, records, daily job diaries and reports, and cancelled checks, and any other documents relating to showing the nature and quantity of the labor, materials, plant and equipment actually used in the performance of such Work, or in complying with such determination or order, and the amounts expended therefor, and shall permit the Commissioner and the Comptroller to make such extracts therefrom, or copies thereof, as they or either of them may desire.

28.4 In connection with the examination provided for herein, the Commissioner, upon demand therefor, will produce for inspection by the Contractor such records as the Agency may have with

respect to such Extra Work or disputed Work performed under protest pursuant to order of the Commissioner, except those records and reports which may have been prepared for the purpose of determining the accuracy and validity of the Contractor's claim.

28.5 Failure to comply strictly with these requirements shall constitute a waiver of any claim for extra compensation or damages on account of the performance of such Work or compliance with such determination or order.

ARTICLE 29. OMITTED WORK

29.1 If any Contract Work in a lump sum Contract, or if any part of a lump sum item in a unit price, lump sum, or percentage-bid Contract is omitted by the Commissioner pursuant to Article 33, the Contract price, subject to audit by the EAO, shall be reduced by a pro rata portion of the lump sum bid amount based upon the percent of Work omitted subject to Article 29.4. For the purpose of determining the pro rata portion of the lump sum bid amount, the bid breakdown submitted in accordance with Article 41 shall be considered, but shall not be the determining factor.

29.2 If the whole of a lump sum item or units of any other item is so omitted by the Commissioner in a unit price, lump sum, or percentage-bid Contract, then no payment will be made therefor except as provided in Article 29.4.

29.3 For units that have been ordered but are only partially completed, the unit price shall be reduced by a pro rata portion of the unit price bid based upon the percentage of Work omitted subject to Article 29.4.

29.4 In the event the Contractor, with respect to any omitted Work, has purchased any non-cancelable material and/or equipment that is not capable of use except in the performance of this Contract and has been specifically fabricated for the sole purpose of this Contract, but not yet incorporated into the Work, the Contractor shall be paid for such material and/or equipment in accordance with Article 64.2.1(b); provided, however, such payment is contingent upon the Contractor's delivery of such material and/or equipment in acceptable condition to a location designated by the City.

29.5 The Contractor agrees to make no claim for damages or for loss of overhead and profit with regard to any omitted Work.

ARTICLE 30. NOTICE AND DOCUMENTATION OF COSTS AND DAMAGES; PRODUCTION OF FINANCIAL RECORDS

30.1 If the Contractor shall claim to be sustaining damages by reason of any act or omission of the City or its agents, it shall submit to the Commissioner within forty-five (45) Days from the time such damages are first incurred, and every thirty (30) Days thereafter for as long as such damages are incurred, verified statements of the details and the amounts of such damages, together with documentary evidence of such damages. The Contractor may submit any of the above statements within such additional time as may be granted by the Commissioner in writing upon written request therefor. Failure of the Commissioner to respond in writing to a written request for additional time within thirty (30) Days shall be deemed a denial of the request. On failure of the Contractor to strictly comply with the foregoing provisions, such claims shall be deemed waived and no right to recover on such claims shall exist. Damages that the Contractor may claim in any action or dispute resolution procedure arising under or by reason of this Contract shall not be different from or in excess of the statements and documentation made pursuant to this Article 30.

30.2 In addition to the foregoing statements, the Contractor shall, upon notice from the Commissioner, produce for examination at the Contractor's office, by the Engineer, Architect or Project Manager, all of its books of account, bills, invoices, payrolls, subcontracts, time books, daily reports, bank deposit books, bank statements, check books, and cancelled checks, showing all of its acts and transactions in connection with or relating to or arising by reason of this Contract, and submit itself and persons in its employment, for examination under oath by any person designated by the Commissioner or Comptroller to investigate claims made or disputes against the City under this Contract. At such examination, a duly authorized representative of the Contractor may be present.

30.3 In addition to the statements required under Article 28 and this Article 30, the Contractor and/or its Subcontractor shall, within thirty (30) Days upon notice from the Commissioner or Comptroller, produce for examination at the Contractor's and/or Subcontractor's office, by a representative of either the Commissioner or Comptroller, all of its books of account, bid documents, financial statements, accountant workpapers, bills, invoices, payrolls, subcontracts, time books, daily reports, bank deposit books, bank statements, check books, and cancelled checks, showing all of its acts and transactions in connection with or relating to or arising by reason of this Contract. Further, the Contractor and/or its Subcontractor shall submit any person in its employment, for examination under oath by any person designated by the Commissioner or Comptroller to investigate claims made or disputes against the City under this Contract. At such examination, a duly authorized representative of the Contractor may be present.

30.4 Unless the information and examination required under Article 30.3 is provided by the Contractor and/or its Subcontractor upon thirty (30) Days' notice from the Commissioner or Comptroller, or upon the Commissioner's or Comptroller's written authorization to extend the time to comply, the City shall be released from all claims arising under, relating to or by reason of this Contract, except for sums certified by the Commissioner to be due under the provisions of this Contract. It is further stipulated and agreed that no person has the power to waive any of the foregoing provisions and that in any action or dispute resolution procedure against the City to recover any sum in excess of the sums certified by the Commissioner to be due under or by reason of this Contract, the Contractor must allege in its complaint and prove, at trial or during such dispute resolution procedure, compliance with the provisions of this Article 30.

30.5 In addition, after the commencement of any action or dispute resolution procedure by the Contractor arising under or by reason of this Contract, the City shall have the right to require the Contractor to produce for examination under oath, up until the trial of the action or hearing before the Contract Dispute Resolution Board, the books and documents described in Article 30.3 and submit itself and all persons in its employ for examination under oath. If this Article 30 is not complied with as required, then the Contractor hereby consents to the dismissal of the action or dispute resolution procedure.

**CHAPTER VII
POWERS OF THE RESIDENT ENGINEER,
THE ENGINEER OR ARCHITECT AND THE COMMISSIONER**

ARTICLE 31. THE RESIDENT ENGINEER

31.1 The Resident Engineer shall have the power to inspect, supervise, and control the performance of the Work, subject to review by the Commissioner. The Resident Engineer shall not, however, have the power to issue an Extra Work order, except as specifically designated in writing by the Commissioner.

ARTICLE 32. THE ENGINEER OR ARCHITECT OR PROJECT MANAGER

32.1 The **Engineer or Architect or Project Manager**, in addition to those matters elsewhere herein delegated to the **Engineer** and expressly made subject to his/her determination, direction or approval, shall have the power, subject to review by the **Commissioner**:

32.1.1 To determine the amount, quality, and location of the **Work** to be paid for hereunder; and

32.1.2 To determine all questions in relation to the **Work**, to interpret the **Contract Drawings, Specifications, and Addenda**, and to resolve all patent inconsistencies or ambiguities therein; and

32.1.3 To determine how the **Work** of this **Contract** shall be coordinated with **Work** of **Other Contractors** engaged simultaneously on this **Project**, including the power to suspend any part of the **Work**, but not the whole thereof; and

32.1.4 To make minor changes in the **Work** as he/she deems necessary, provided such changes do not result in a net change in the cost to the **City** or to the **Contractor** of the **Work** to be done under the **Contract**; and

32.1.5 To amplify the **Contract Drawings**, add explanatory information and furnish additional **Specifications** and drawings, consistent with this **Contract**.

32.2 The foregoing enumeration shall not imply any limitation upon the power of the **Engineer or Architect or Project Manager**, for it is the intent of this **Contract** that all of the **Work** shall generally be subject to his/her determination, direction, and approval, except where the determination, direction or approval of someone other than the **Engineer or Architect or Project Manager** is expressly called for herein.

32.3 The **Engineer or Architect or Project Manager** shall not, however, have the power to issue an **Extra Work** order, except as specifically designated in writing by the **Commissioner**.

ARTICLE 33. THE COMMISSIONER

33.1 The **Commissioner**, in addition to those matters elsewhere herein expressly made subject to his/her determination, direction or approval, shall have the power:

33.1.1 To review and make determinations on any and all questions in relation to this **Contract** and its performance; and

33.1.2 To modify or change this **Contract** so as to require the performance of **Extra Work** (subject, however, to the limitations specified in Article 25) or the omission of **Contract Work**; and

33.1.3 To suspend the whole or any part of the **Work** whenever in his/her judgment such suspension is required:

33.1.3(a) In the interest of the **City** generally; or

33.1.3(b) To coordinate the Work of the various contractors engaged on this Project pursuant to the provisions of Article 12; or

33.1.3(c) To expedite the completion of the entire Project even though the completion of this particular Contract may thereby be delayed.

ARTICLE 34. NO ESTOPPEL

34.1 Neither the City nor any Agency, official, agent or employee thereof, shall be bound, precluded or estopped by any determination, decision, approval, order, letter, payment or certificate made or given under or in connection with this Contract by the City, the Commissioner, the Engineer, the Resident Engineer, or any other official, agent or employee of the City, either before or after the final completion and acceptance of the Work and payment therefor:

34.1.1 From showing the true and correct classification, amount, quality or character of the Work actually done; or that any such determination, decision, order, letter, payment or certificate was untrue, incorrect or improperly made in any particular, or that the Work, or any part thereof, does not in fact conform to the requirements of this Contract; and

34.1.2 From demanding and recovering from the Contractor any overpayment made to it, or such damages as the City may sustain by reason of the Contractor's failure to perform each and every part of its Contract.

CHAPTER VIII LABOR PROVISIONS

ARTICLE 35. EMPLOYEES

35.1 The Contractor and its Subcontractors shall not employ on the Work:

35.1.1 Anyone who is not competent, faithful and skilled in the Work for which he/she shall be employed; and whenever the Commissioner shall inform the Contractor, in writing, that any employee is, in his/her opinion, incompetent, unfaithful or disobedient, that employee shall be discharged from the Work forthwith, and shall not again be employed upon it; or

35.1.2 Any labor, materials or means whose employment, or utilization during the course of this Contract, may tend to or in any way cause or result in strikes, work stoppages, delays, suspension of Work or similar troubles by workers employed by the Contractor or its Subcontractors, or by any of the trades working in or about the buildings and premises where Work is being performed under this Contract, or by Other Contractors or their Subcontractors pursuant to other contracts, or on any other building or premises owned or operated by the City, its Agencies, departments, boards or authorities. Any violation by the Contractor of this requirement may, upon certification of the Commissioner, be considered as proper and sufficient cause for declaring the Contractor to be in default, and for the City to take action against it as set forth in Chapter X of this Contract, or such other article of this Contract as the Commissioner may deem proper; or

35.1.3 In accordance with Section 220.3-e of the Labor Law of the State of New York (hereinafter "Labor Law"), the Contractor and its Subcontractors shall not employ on the Work any apprentice, unless he/she is a registered individual, under a bona fide program

registered with the New York State Department of Labor. The allowable ratio of apprentices to journey-level workers in any craft classification shall not be greater than the ratio permitted to the Contractor as to its work force on any job under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not registered as above, shall be paid the wage rate determined by the Comptroller of the City for the classification of Work actually performed. The Contractor or Subcontractor will be required to furnish written evidence of the registration of its program and apprentices as well as all the appropriate ratios and wage rates, for the area of the construction prior to using any apprentices on the Contract Work.

35.2 If the total cost of the Work under this Contract is at least two hundred fifty thousand (\$250,000) dollars, all laborers, workers, and mechanics employed in the performance of the Contract on the public work site, either by the Contractor, Subcontractor or other person doing or contracting to do the whole or a part of the Work contemplated by the Contract, shall be certified prior to performing any Work as having successfully completed a course in construction safety and health approved by the United States Department of Labor's Occupational Safety and Health Administration that is at least ten (10) hours in duration.

35.3 In accordance with Local Law Nos. 30-2012 and 33-2012, codified at sections 6-132 and 12-113 of the Administrative Code, respectively,

35.3.1 The Contractor shall not take an adverse personnel action with respect to an officer or employee in retaliation for such officer or employee making a report of information concerning conduct which such officer or employee knows or reasonably believes to involve corruption, criminal activity, conflict of interest, gross mismanagement or abuse of authority by any officer or employee relating to this Contract to (a) the Commissioner of the Department of Investigation, (b) a member of the New York City Council, the Public Advocate, or the Comptroller, or (c) the CCPO, ACCO, Agency head, or Commissioner.

35.3.2 If any of the Contractor's officers or employees believes that he or she has been the subject of an adverse personnel action in violation of Article 35.3.1, he or she shall be entitled to bring a cause of action against the Contractor to recover all relief necessary to make him or her whole. Such relief may include but is not limited to: (a) an injunction to restrain continued retaliation, (b) reinstatement to the position such employee would have had but for the retaliation or to an equivalent position, (c) reinstatement of full fringe benefits and seniority rights, (d) payment of two times back pay, plus interest, and (e) compensation for any special damages sustained as a result of the retaliation, including litigation costs and reasonable attorney's fees.

35.3.3 The Contractor shall post a notice provided by the City in a prominent and accessible place on any site where work pursuant to the Contract is performed that contains information about:

35.3.3(a) how its employees can report to the New York City Department of Investigation allegations of fraud, false claims, criminality or corruption arising out of or in connection with the Contract; and

35.3.3(b) the rights and remedies afforded to its employees under Administrative Code sections 7-805 (the New York City False Claims Act) and 12-113 (the Whistleblower Protection Expansion Act) for lawful acts taken in connection with the reporting of allegations of fraud, false claims, criminality or corruption in connection with the Contract.

35.3.4 For the purposes of this Article 35.3, "adverse personnel action" includes dismissal, demotion, suspension, disciplinary action, negative performance evaluation, any action resulting in loss of staff, office space, equipment or other benefit, failure to appoint, failure to promote, or any transfer or assignment or failure to transfer or assign against the wishes of the affected officer or employee.

35.3.5 This Article 35.3 is applicable to all of the Contractor's Subcontractors having subcontracts with a value in excess of \$100,000; accordingly, the Contractor shall include this rider in all subcontracts with a value in excess of \$100,000.

35.4 Article 35.3 is not applicable to this Contract if it is valued at \$100,000 or less. Articles 35.3.1, 35.3.2, 35.3.4, and 35.3.5 are not applicable to this Contract if it was solicited pursuant to a finding of an emergency.

ARTICLE 36. NO DISCRIMINATION

36.1 The Contractor specifically agrees, as required by Labor Law Section 220-e, as amended, that:

36.1.1 In the hiring of employees for the performance of Work under this Contract or any subcontract hereunder, neither the Contractor, Subcontractor, nor any person acting on behalf of such Contractor or Subcontractor, shall by reason of race, creed, color or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the Work to which the employment relates;

36.1.2 Neither the Contractor, Subcontractor, nor any person on its behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of Work under this Contract on account of race, creed, color or national origin;

36.1.3 There may be deducted from the amount payable to the Contractor by the City under this Contract a penalty of fifty (\$50.00) dollars for each person for each Day during which such person was discriminated against or intimidated in violation of the provisions of this Contract; and

36.1.4 This Contract may be cancelled or terminated by the City and all moneys due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this Article 36.

36.1.5 This Article 36 covers all construction, alteration and repair of any public building or public work occurring in the State of New York and the manufacture, sale, and distribution of materials, equipment, and supplies to the extent that such operations are performed within the State of New York pursuant to this Contract.

36.2 The Contractor specifically agrees, as required by Section 6-108 of the Administrative Code, as amended, that:

36.2.1 It shall be unlawful for any person engaged in the construction, alteration or repair of buildings or engaged in the construction or repair of streets or highways pursuant to a Contract with the City or engaged in the manufacture, sale or distribution of materials, equipment or supplies pursuant to a Contract with the City to refuse to employ or to refuse to continue in any employment any person on account of the race, color or creed of such person.

36.2.2 It shall be unlawful for any person or any servant, agent or employee of any person, described in Article 36.1.2, to ask, indicate or transmit, orally or in writing, directly or indirectly, the race, color or creed or religious affiliation of any person employed or seeking employment from such person, firm or corporation.

36.2.3 Breach of the foregoing provisions shall be deemed a violation of a material provision of this Contract.

36.2.4 Any person, or the employee, manager or owner of or officer of such firm or corporation who shall violate any of the provisions of this Article 36.2 shall, upon conviction thereof, be punished by a fine of not more than one hundred (\$100.00) dollars or by imprisonment for not more than thirty (30) Days, or both.

36.3 This Contract is subject to the requirements of Executive Order No. 50 (1980) ("E.O. 50"), as revised, and the rules and regulations promulgated thereunder. No contract will be awarded unless and until these requirements have been complied with in their entirety. By signing this Contract, the Contractor agrees that it:

36.3.1 Will not engage in any unlawful discrimination against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability, marital status or sexual orientation with respect to all employment decisions including, but not limited to, recruitment, hiring, upgrading, demotion, downgrading, transfer, training, rates of pay or other forms of compensation, layoff, termination, and all other terms and conditions of employment; and

36.3.2 Will not engage in any unlawful discrimination in the selection of Subcontractors on the basis of the owner's race, color, creed, national origin, sex, age, disability, marital status or sexual orientation; and

36.3.3 Will state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that all qualified applicants will receive consideration for employment without unlawful discrimination based on race, creed, color, national origin, sex, age, citizens status, disability, marital status, sexual orientation, or that it is an equal employment opportunity employer; and

36.3.4 Will send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or memorandum of understanding, written notification of its equal employment opportunity commitments under E.O. 50 and the rules and regulations promulgated thereunder; and

36.3.5 Will furnish, before the award of the Contract, all information and reports, including an employment report, that are required by E.O. 50, the rules and regulations promulgated thereunder, and orders of the City Department of Business Services, Division of Labor Services (DLS) and will permit access to its books, records, and accounts by the DLS for the purposes of investigation to ascertain compliance with such rules, regulations, and orders.

36.4 The Contractor understands that in the event of its noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations, or orders, such noncompliance shall constitute a material breach of this Contract and noncompliance with E.O. 50 and the rules and regulations promulgated thereunder. After a hearing held pursuant to the rules of the DLS, the Director of the DLS may direct the Commissioner to impose any or all of the following sanctions:

36.4.1 Disapproval of the Contractor; and/or

36.4.2 Suspension or termination of the Contract; and/or

36.4.3 Declaring the Contractor in default; and/or

36.4.4 In lieu of any of the foregoing sanctions, the Director of the DLS may impose an employment program.

In addition to any actions taken under this Contract, failure to comply with E.O. 50 and the rules and regulations promulgated thereunder, in one or more instances, may result in a City Agency declaring the Contractor to be non-responsible in future procurements. The Contractor further agrees that it will refrain from entering into any Contract or Contract modification subject to E.O. 50 and the rules and regulations promulgated thereunder with a Subcontractor who is not in compliance with the requirements of E.O. 50 and the rules and regulations promulgated thereunder.

36.5 The Contractor specifically agrees, as required by Section 6-123 of the Administrative Code, that:

36.5.1 The Contractor will not engage in any unlawful discriminatory practice in violation of Title 8 of the Administrative Code; and

36.5.2 Any failure to comply with this Article 36.5 may subject the Contractor to the remedies set forth in Section 6-123 of the Administrative Code, including, where appropriate, sanctions such as withholding of payment, imposition of an employment program, finding the Contractor to be in default, cancellation of the Contract, or any other sanction or remedy provided by Law or Contract.

ARTICLE 37. LABOR LAW REQUIREMENTS

37.1 The Contractor shall strictly comply with all applicable provisions of the Labor Law, as amended. Such compliance is a material term of this Contract.

37.2 The Contractor specifically agrees, as required by Labor Law Sections 220 and 220-d, as amended, that:

37.2.1 **Hours of Work:** No laborer, worker, or mechanic in the employ of the Contractor, Subcontractor or other person doing or contracting to do the whole or a part of the Work contemplated by this Contract shall be permitted or required to work more than eight (8) hours in any one (1) Day, or more than five (5) Days in any one (1) week, except as provided in the Labor Law and in cases of extraordinary emergency including fire, flood, or danger to life or property, or in the case of national emergency when so proclaimed by the President of the United States of America.

37.2.2 In situations in which there are not sufficient laborers, workers, and mechanics who may be employed to carry on expeditiously the Work contemplated by this Contract as a result of such restrictions upon the number of hours and Days of labor, and the immediate commencement or prosecution or completion without undue delay of the Work is necessary for the preservation of the Site and/or for the protection of the life and limb of the persons using the same, such laborers, workers, and mechanics shall be permitted or required to

work more than eight (8) hours in any one (1) Day; or five (5) Days in any one (1) week; provided, however, that upon application of any Contractor, the Commissioner shall have first certified to the Commissioner of Labor of the State of New York (hereinafter "Commissioner of Labor") that such public Work is of an important nature and that a delay in carrying it to completion would result in serious disadvantage to the public; and provided, further, that such Commissioner of Labor shall have determined that such an emergency does in fact exist as provided in Labor Law Section 220.2.

37.2.3 Failure of the Commissioner to make such a certification to the Commissioner of Labor shall not entitle the Contractor to damages for delay or for any cause whatsoever.

37.2.4 Prevailing Rate of Wages: The wages to be paid for a legal day's Work to laborers, workers, or mechanics employed upon the Work contemplated by this Contract or upon any materials to be used thereon shall not be less than the "prevailing rate of wage" as defined in Labor Law Section 220, and as fixed by the Comptroller in the attached Schedule of Wage Rates and in updated schedules thereof. The prevailing wage rates and supplemental benefits to be paid are those in effect at the time the Work is being performed.

37.2.5 Requests for interpretation or correction in the Information for Bidders includes all requests for clarification of the classification of trades to be employed in the performance of the Work under this Contract. In the event that a trade not listed in the Contract is in fact employed during the performance of this Contract, the Contractor shall be required to obtain from the Agency the prevailing wage rates and supplementary benefits for the trades used and to complete the performance of this Contract at the price at which the Contract was awarded.

37.2.6 Minimum Wages: Except for employees whose wage is required to be fixed pursuant to Labor Law Section 220, all persons employed by the Contractor and any Subcontractor in the manufacture or furnishing of the supplies, materials, or equipment, or the furnishing of work, labor, or services, used in the performance of this Contract, shall be paid, without subsequent deduction or rebate unless expressly authorized by Law, not less than the sum mandated by Law.

37.3 Working Conditions: No part of the Work, labor or services shall be performed or rendered by the Contractor in any plants, factories, buildings or surroundings or under working conditions which are unsanitary or hazardous or dangerous to the health and safety of employees engaged in the performance of this Contract. Compliance with the safety, sanitary, and factory inspection Laws of the state in which the Work is to be performed shall be prima facie evidence of compliance with this Article 37.3.

37.4 Prevailing Wage Enforcement: The Contractor agrees to pay for all costs incurred by the City in enforcing prevailing wage requirements, including the cost of any investigation conducted by or on behalf of the Agency or the Comptroller, where the City discovers a failure to comply with any of the requirements of this Article 37 by the Contractor or its Subcontractor(s). The Contractor also agrees that, should it fail or refuse to pay for any such investigation, the Agency is hereby authorized to deduct from a Contractor's account an amount equal to the cost of such investigation.

37.4.1 The Labor Law Section 220 and Section 220-d, as amended, provide that this Contract shall be forfeited and no sum paid for any Work done hereunder on a second conviction for willfully paying less than:

37.4.1(a) The stipulated prevailing wage scale as provided in Labor Law section 220, as amended, or

37.4.1(b) The stipulated minimum hourly wage scale as provided in Labor Law section 220-d, as amended.

37.4.2 For any breach or violation of either working conditions (Article 37.3) or minimum wages (Article 37.2.6) provisions, the party responsible therefor shall be liable to the City for liquidated damages, which may be withheld from any amounts due on any contracts with the City of such party responsible, or may be recovered in actions brought by the City Corporation Counsel in the name of the City, in addition to damages for any other breach of this Contract, for a sum equal to the amount of any underpayment of wages due to any employee engaged in the performance of this Contract. In addition, the Commissioner shall have the right to cancel contracts and enter into other contracts for the completion of the original contract, with or without public letting, and the original Contractor shall be liable for any additional cost. All sums withheld or recovered as deductions, rebates, refunds, or underpayment of wages hereunder, shall be held in a special deposit account and shall be paid without interest, on order of the Comptroller, directly to the employees who have been paid less than minimum rates of pay as set forth herein and on whose account such sums were withheld or recovered, provided that no claims by employees for such payments shall be entertained unless made within two (2) years from the date of actual notice to the Contractor of the withholding or recovery of such sums by the City.

37.4.3 A determination by the Comptroller that a Contractor and/or its Subcontractor willfully violated Labor Law Section 220 will be forwarded to the City's five District Attorneys for review.

37.4.4 The Contractor's or Subcontractor's noncompliance with this Article 37.4 and Labor Law Section 220 may result in an unsatisfactory performance evaluation and the Comptroller may also find and determine that the Contractor or Subcontractor willfully violated the New York Labor Law.

37.4.4(a) An unsatisfactory performance evaluation for noncompliance with this Article 37.4 may result in a determination that the Contractor is a non-responsible bidder on subsequent procurements with the City and thus a rejection of a future award of a contract with the City, as well as any other sanctions provided for by Law.

37.4.4(b) Labor Law Section 220-b, as amended, provides that when two (2) final determinations have been rendered against a Contractor or Subcontractor within any consecutive six (6) year period determining that such Contractor or Subcontractor has willfully failed to pay the prevailing rate of wages or to provide supplements in accordance with the Labor Law and this Article 37.4, whether such failures were concurrent or consecutive and whether or not such final determinations concerning separate public works projects are rendered simultaneously, such Contractor or Subcontractor shall be ineligible to submit a bid on or be awarded any public works contract with the City for a period of five (5) years from the second final determination. If the final determination involves the falsification of payroll records or the kickback of wages or supplements, the Contractor or Subcontractor shall be ineligible to submit a bid on or be awarded any public works contract with the City for a period of five (5) years from the first final determination.

37.4.4(c) Labor Law Section 220, as amended, provides that the Contractor or Subcontractor found to have violated this Article 37.4 may be directed to make payment of wages or supplements including interest found to be due, and the Contractor or Subcontractor may be directed to make payment of a further sum as

a civil penalty in an amount not exceeding twenty-five (25%) percent of the total amount found to be due.

37.5 The Contractor and its Subcontractors shall within ten (10) Days after mailing of a Notice of Award or written order, post in prominent and conspicuous places in each and every plant, factory, building, and structure where employees of the Contractor and its Subcontractors engaged in the performance of this Contract are employed, notices furnished by the City, in relation to prevailing wages and supplements, minimum wages, and other stipulations contained in Sections 220 and 220-h of the Labor Law, and the Contractor and its Subcontractors shall continue to keep such notices posted in such prominent and conspicuous places until Final Acceptance of the supplies, materials, equipment, or Work, labor, or services required to be furnished or rendered under this Contract.

37.6 The Contractor shall strictly comply with all of the provisions of Articles 37.6.1 through 37.6.5, and provide for all workers, laborers or mechanics in its employ, the following:

37.6.1 Notices Posted At Site: Post, in a location designated by the City, schedules of prevailing wages and supplements for this Project, a copy of all re-determinations of such schedules for the Project, the Workers' Compensation Law Section 51 notice, all other notices required by Law to be posted at the Site, the City notice that this Project is a public works project on which each worker is entitled to receive the prevailing wages and supplements for the occupation at which he or she is working, and all other notices which the City directs the Contractor to post. The Contractor shall provide a surface for such notices which is satisfactory to the City. The Contractor shall maintain and keep current such notices in a legible manner and shall replace any notice or schedule which is damaged, defaced, illegible or removed for any reason. The Contractor shall post such notices before commencing any Work on the Site and shall maintain such notices until all Work on the Site is complete; and

37.6.2 Daily Site Sign-in Sheets: Maintain daily Site sign-in sheets, and require that Subcontractors maintain daily Site sign-in sheets for its employees, which include blank spaces for an employee's name to be both printed and signed, job title, date started and Social Security number, the time the employee began work and the time the employee left work, until Final Acceptance of the supplies, materials, equipment, or Work, labor, or services to be furnished or rendered under this Contract unless exception is granted by the Comptroller upon application by the Agency. In the alternative, subject to the approval of the CCPO, the Contractor and Subcontractor may maintain an electronic or biometric sign-in system, which provides the information required by this Article 37.6.2; and

37.6.3 Individual Employee Information Notices: Distribute a notice to each worker, laborer or mechanic employed under this Contract, in a form provided by the Agency, that this Project is a public works project on which each worker, laborer or mechanic is entitled to receive the prevailing rate of wages and supplements for the occupation at which he or she is working. If the total cost of the Work under this Contract is at least two hundred fifty thousand (\$250,000) dollars, such notice shall also include a statement that each worker, laborer or mechanic must be certified prior to performing any Work as having successfully completed a course in construction safety and health approved by the United States Department of Labor's Occupational Safety and Health Administration that is at least ten (10) hours in duration. Such notice shall be distributed to each worker before he or she starts performing any Work of this Contract and with the first paycheck after July first of each year. "Worker, laborer or mechanic" includes employees of the Contractor and all Subcontractors and all employees of suppliers entering the Site. At the time of distribution, the Contractor shall have each worker, laborer or mechanic sign a statement, in a form provided by the Agency, certifying that the worker has received the notice required by this

Article 37.6.3, which signed statement shall be maintained with the payroll records required by this Contract; and

37.6.3(a) The Contractor and each Subcontractor shall notify each worker, laborer or mechanic employed under this Contract in writing of the prevailing rate of wages for their particular job classification. Such notification shall be given to every worker, laborer, and mechanic on their first pay stub and with every pay stub thereafter; and

37.6.4 Site Laminated Identification Badges: The Contractor shall provide laminated identification badges which include a photograph of the worker's, laborer's or mechanic's face and indicate the worker's, laborer's or mechanic's name, trade, employer's name, and employment starting date (month/day/year). Further, the Contractor shall require as a condition of employment on the Site, that each and every worker, laborer or mechanic wear the laminated identification badge at all times and that it may be seen by any representative of the City. The Commissioner may grant a written waiver from the requirement that the laminated identification badge include a photograph if the Contractor demonstrates that the identity of an individual wearing a laminated identification badge can be easily verified by another method; and

37.6.5 Language Other Than English Used On Site: Provide the ACCO notice when three (3) or more employees (worker and/or laborer and/or mechanic) on the Site, at any time, speak a language other than English. The ACCO will then provide the Contractor the notices described in Article 37.6.1 in that language or languages as may be required. The Contractor is responsible for all distributions under this Article 37; and

37.6.6 Provision of Records: The Contractor and Subcontractor(s) shall produce within five (5) Days on the Site of the Work and upon a written order of the Engineer, the Commissioner, the ACCO, the Agency EAO, or the Comptroller, such records as are required to be kept by this Article 37.6; and

37.6.7 The Contractor and Subcontractor(s) shall pay employees by check or direct deposit. If this Contract is for an amount greater than one million (\$1,000,000) dollars, checks issued by the Contractor to covered employees shall be generated by a payroll service or automated payroll system (an in-house system may be used if approved by the Agency). For any subcontract for an amount greater than seven hundred fifty thousand (\$750,000) dollars, checks issued by a Subcontractor to covered employees shall be generated by a payroll service or automated payroll system (an in-house system may be used if approved by the Agency); and

37.6.8 The failure of the Contractor or Subcontractor(s) to comply with the provisions of Articles 37.6.1 through 37.6.7 may result in the Commissioner declaring the Contractor in default and/or the withholding of payments otherwise due under the Contract.

37.7 The Contractor and its Subcontractors shall keep such employment and payroll records as are required by Section 220 of the Labor Law. The failure of the Contractor or Subcontractor(s) to comply with the provisions of this Article 37.7 may result in the Commissioner declaring the Contractor in default and/or the withholding of payments otherwise due under the Contract.

37.8 At the time the Contractor makes application for each partial payment and for final payment, the Contractor shall submit to the Commissioner a written payroll certification, in the form provided by this Contract, of compliance with the prevailing wage, minimum wage, and other provisions and stipulations required by Labor Law Section 220 and of compliance with the training requirements of

Labor Law Section 220-h set forth in Article 35.2. This certification of compliance shall be a condition precedent to payment and no payment shall be made to the Contractor unless and until each such certification shall have been submitted to and received by the Commissioner.

37.9 This Contract is executed by the Contractor with the express warranty and representation that the Contractor is not disqualified under the provisions of Section 220 of the Labor Law from the award of the Contract.

37.10 Any breach or violation of any of the foregoing shall be deemed a breach or violation of a material provision of this Contract, and grounds for cancellation thereof by the City.

ARTICLE 38. PAYROLL REPORTS

38.1 The Contractor and its Subcontractor(s) shall maintain on the Site during the performance of the Work the original payrolls or transcripts thereof which the Contractor and its Subcontractor(s) are required to maintain and shall submit such original payrolls or transcripts, subscribed and affirmed by it as true, within thirty (30) Days after issuance of its first payroll, and every thirty (30) Days thereafter, pursuant to Labor Law Section 220(3-a)(a)(iii). The Contractor and Subcontractor(s) shall submit such original payrolls or transcripts along with each and every payment requisition. If payment requisitions are not submitted at least once a month, the Contractor and its Subcontractor(s) shall submit original payrolls and transcripts both along with its payment requisitions and independently of its payment requisitions.

38.2 The Contractor shall maintain payrolls or transcripts thereof for six (6) years from the date of completion of the Work on this Contract. If such payrolls and transcripts are maintained outside of New York City after the completion of the Work and their production is required pursuant to this Article 38, the Contractor shall produce such records in New York City upon request by the City.

38.3 The Contractor and Subcontractor(s) shall comply with any written order, direction, or request made by the Engineer, the Commissioner, the ACCO, the Agency EAO, the Agency Labor Law Investigator(s), or the Comptroller, to provide to the requesting party any of the following information and/or records within five (5) Days of such written order, direction, or request:

38.3.1 Such original payrolls or transcripts thereof subscribed and affirmed by it as true and the statements signed by each worker pursuant to this Chapter VIII; and/or

38.3.2 Attendance sheets for each Day on which any employee of the Contractor and/or any of the Subcontractor(s) performed Work on the Site, which attendance sheet shall be in a form acceptable to the Agency and shall provide information acceptable to the Agency to identify each such employee; and/or

38.3.3 Any other information to satisfy the Engineer, the Commissioner, the ACCO, the Agency EAO, the Agency Labor Law Investigator(s) or the Comptroller, that this Chapter VIII and the Labor Law, as to the hours of employment and prevailing rates of wages and/or supplemental benefits, are being observed.

38.4 The failure of the Contractor or Subcontractor(s) to comply with the provisions of Articles 38.1 and/or 38.2 may result in the Commissioner declaring the Contractor in default and/or the withholding of payments otherwise due under the Contract.

ARTICLE 39. DUST HAZARDS

39.1 Should a harmful dust hazard be created in performing the Work of this Contract, for the elimination of which appliances or methods have been approved by the Board of Standards and Appeals of the City of New York, such appliances and methods shall be installed, maintained, and effectively operated during the continuance of such harmful dust hazard. Failure to comply with this provision after notice shall make this Contract voidable at the sole discretion of the City.

CHAPTER IX PARTIAL AND FINAL PAYMENTS

ARTICLE 40. CONTRACT PRICE

40.1 The City shall pay, and the Contractor agrees to accept, in full consideration for the Contractor's performance of the Work subject to the terms and conditions hereof, the lump sum price or unit prices for which this Contract was awarded, plus the amount required to be paid for any Extra Work ordered by the Commissioner under Article 25, less credit for any Work omitted pursuant to Article 29.

ARTICLE 41. BID BREAKDOWN ON LUMP SUM

41.1 Within fifteen (15) Days after the commencement date specified in the Notice to Proceed or Order to Work, unless otherwise directed by the Resident Engineer, the Contractor shall submit to the Resident Engineer a breakdown of its bid price, or of lump sums bid for items of the Contract, showing the various operations to be performed under the Contract, as directed in the progress schedule required under Article 9, and the value of each of such operations, the total of such items to equal the lump sum price bid. Said breakdown must be approved in writing by the Resident Engineer.

41.2 No partial payment will be approved until the Contractor submits a bid breakdown that is acceptable to the Resident Engineer.

41.3 The Contractor shall also submit such other information relating to the bid breakdown as directed by the Resident Engineer. Thereafter, the breakdown may be used only for checking the Contractor's applications for partial payments hereunder, but shall not be binding upon the City, the Commissioner, or the Engineer for any purpose whatsoever.

ARTICLE 42. PARTIAL PAYMENTS

42.1 From time to time as the Work progresses satisfactorily, but not more often than once each calendar month (except where the Commissioner approves in writing the submission of invoices on a more frequent basis and for invoices relating to Work performed pursuant to a change order), the Contractor may submit to the Engineer a requisition for a partial payment in the prescribed form, which shall contain an estimate of the quantity and the fair value of the Work done during the payment period.

42.2 Partial payments may be made for materials, fixtures, and equipment in advance of their actual incorporation in the Work, as the Commissioner may approve, and upon the terms and conditions set forth in the General Conditions.

42.3 The Contractor shall also submit to the Commissioner in connection with every application for partial payment a verified statement in the form prescribed by the Comptroller setting forth the information required under Labor Law Section 220-a.

42.4 Within thirty (30) Days after receipt of a satisfactory payment application, and within sixty (60) Days after receipt of a satisfactory payment application in relation to Work performed pursuant to a change order, the Engineer will prepare and certify, and the Commissioner will approve, a voucher for a partial payment in the amount of such approved estimate, less any and all deductions authorized to be made by the Commissioner under the terms of this Contract or by Law.

ARTICLE 43. PROMPT PAYMENT

43.1 The Prompt Payment provisions of the PPB Rules in effect at the time of the bid will be applicable to payments made under this Contract. The provisions require the payment to the Contractor of interest on payments made after the required payment date, except as set forth in the PPB Rules.

43.2 The Contractor shall submit a proper invoice to receive payment, except where the Contract provides that the Contractor will be paid at predetermined intervals without having to submit an invoice for each scheduled payment.

43.3 Determination of interest due will be made in accordance with the PPB Rules.

43.4 If the Contractor is paid interest, the proportionate share(s) of that interest shall be forwarded by the Contractor to its Subcontractor(s).

43.5 The Contractor shall pay each Subcontractor or Materialman not later than seven (7) Days after receipt of payment out of amounts paid to the Contractor by the City for Work performed by the Subcontractor or Materialman under this Contract.

43.5.1 If Contractor fails to make any payment to any Subcontractor or Materialman within seven (7) Days after receipt of payment by the City pursuant to this Article 43.5, then the Contractor shall pay interest on amounts due to such Subcontractor or Materialman at the rate of interest in effect on the date such payment is made by the Contractor computed in accordance with Section 756-b (1)(b) of the New York General Business Law. Accrual of interest shall commence on the Day immediately following the expiration of the seventh Day following receipt of payment by the Contractor from the City and shall end on the date on which payment is made.

43.6 The Contractor shall include in each of its subcontracts a provision requiring each Subcontractor to make payment to each of its Subcontractors or Materialmen for Work performed under this Contract in the same manner and within the same time period set forth above.

ARTICLE 44. SUBSTANTIAL COMPLETION PAYMENT

44.1 The Contractor shall submit with the Substantial Completion requisition:

44.1.1 A final verified statement of any pending Article 27 disputes in accordance with the PPB Rules and this Contract and any and all alleged claims against the City, in any way connected with or arising out of this Contract (including those as to which details may have been furnished pursuant to Articles 11, 27, 28, and 30) setting forth with respect to each

such claim the total amount thereof, the various items of labor and materials included therein, and the alleged value of each item; and if the alleged claim be one for delay, the alleged cause of each such delay, the period or periods of time, giving the dates when the Contractor claims the performance of the Work or a particular part thereof was delayed, and an itemized statement and breakdown of the amount claimed for each such delay.

44.1.1(a) With respect to each such claim, the Commissioner, the Comptroller and, in the event of litigation, the City Corporation Counsel shall have the same right to inspect, and to make extracts or copies of, the Contractor's books, vouchers, records, etc., as is referred to in Articles 11, 27, 28, and 30. Nothing contained in this Article 44.1.1(a) is intended to or shall relieve the Contractor from the obligation of complying strictly with Articles 11, 27, 28, and 30. The Contractor is warned that unless such claims are completely set forth as herein required, the Contractor upon acceptance of the Substantial Completion payment pursuant to this Article 44, will have waived any such claims.

44.1.2 A Final Approved Punch List.

44.1.3 Where required, a request for an extension of time to achieve Substantial Completion or final extension of time.

44.2 The Commissioner shall issue a voucher calling for payment of any part or all of the balance due for Work performed under the Contract, including monies retained under Article 21, less any and all deductions authorized to be made by the Commissioner, under this Contract or by Law, and less twice the amount the Commissioner considers necessary to ensure the completion of the balance of the Work by the Contractor. Such a payment shall be considered a partial and not a final payment. No Substantial Completion payment shall be made under this Article 44 where the Contractor failed to complete the Work within the time fixed for such completion in the Schedule A of the General Conditions, or within the time to which completion may have been extended, until an extension or extensions of time for the completion of Work have been acted upon pursuant to Article 13.

44.3 No further partial payments shall be made to the Contractor after Substantial Completion, except the Substantial Completion payment and payment pursuant to any Contractor's requisition that were properly filed with the Commissioner prior to the date of Substantial Completion; however, the Commissioner may grant a waiver for further partial payments after the date of Substantial Completion to permit payments for change order Work and/or release of retainage and deposits pursuant to Articles 21 and 24. Such waiver shall be in writing.

44.4 The Contractor acknowledges that nothing contained in this Article 44 is intended to or shall in any way diminish the force and effect of Article 13.

ARTICLE 45. FINAL PAYMENT

45.1 After completion and Final Acceptance of the Work, the Contractor shall submit all required certificates and documents, together with a requisition for the balance claimed to be due under the Contract, less the amount authorized to be retained for maintenance under Article 24. Such submission shall be within 90 days of the date of the Commissioner's written determination of Final Acceptance, or within such additional time as may be granted by the Commissioner in writing. If the Contractor fails to submit all required certificates and documents within the time allowed, no payment of the balance claimed shall be made to the Contractor and the Contractor shall be deemed to have forfeited its right to

payment of any balance claimed. A verified statement similar to that required in connection with applications for partial payments shall also be submitted to the Commissioner.

45.2 Amended Verified Statement of Claims: The Contractor shall also submit with the final requisition any amendments to the final verified statement of any pending dispute resolution procedures in accordance with the PPB Rules and this Contract and any and all alleged claims against the City, in any way connected with or arising out of this Contract (including those as to which details may have been furnished pursuant to Articles 11, 27, 28, and 30) that have occurred subsequent to Substantial Completion, setting forth with respect to each such claim the total amount thereof, the various items of labor and materials included therein, and the alleged value of each such item; and if the alleged claim be one for delay, the alleged cause of each such delay, the period or periods of time, giving the dates when the Contractor claims the performance of the Work or a particular part thereof was delayed, and an itemized statement and breakdown of the amount claimed for each such delay. With reference to each such claim, the Commissioner, the Comptroller and, in the event of litigation, the City Corporation Counsel shall have the same right to inspect, and to make extracts or copies of, the Contractor's books, vouchers, records, etc., as is referred to in Articles 11, 27, 28, and 30. Nothing contained in this Article 45.2, is intended to or shall relieve the Contractor from the obligation of complying strictly with Articles 11, 27, 28, and 30. The Contractor is warned that unless such claims are completely set forth as herein required, the Contractor, upon acceptance of the Final Payment pursuant to Article 46, will have waived any such claims.

45.3 Preparation of Final Voucher: Upon determining the balance due hereunder other than on account of claims, the Engineer will prepare and certify, for the Commissioner's approval, a voucher for final payment in that amount less any and all deductions authorized to be made by the Commissioner under this Contract or by Law. In the case of a lump sum Contract, the Commissioner shall certify the voucher for final payment within thirty (30) Days from the date of completion and acceptance of the Work, provided all requests for extensions of time have been acted upon.

45.3.1 All prior certificates and vouchers upon which partial payments were made, being merely estimates made to enable the Contractor to prosecute the Work more advantageously, shall be subject to correction in the final voucher, and the certification of the Engineer thereon and the approval of the Commissioner thereof, shall be conditions precedent to the right of the Contractor to receive any money hereunder. Such final voucher shall be binding and conclusive upon the Contractor.

45.3.2 Payment pursuant to such final voucher, less any deductions authorized to be made by the Commissioner under this Contract or by Law, shall constitute the final payment, and shall be made by the Comptroller within thirty (30) Days after the filing of such voucher in his/her office.

45.4 The Contractor acknowledges that nothing contained in this Article 45 is intended to or shall in any way diminish the force and effect of Article 13.

ARTICLE 46. ACCEPTANCE OF FINAL PAYMENT

46.1 The acceptance by the Contractor, or by anyone claiming by or through it, of the final payment, whether such payment be made pursuant to any judgment of any court, or otherwise, shall constitute and operate as a release of the City from any and all claims of and liability to the Contractor for anything heretofore done or furnished for the Contractor relating to or arising out of this Contract and the Work done hereunder, and for any prior act, neglect or default on the part of the City or any of its officials, agents or employees, excepting only a claim against the City for the amounts deducted or retained in accordance with the terms and provisions of this Contract or by Law, and excepting any CITY OF NEW YORK

claims, not otherwise waived, or any pending dispute resolution procedures which are contained in the verified statement filed with the Contractor's substantial and final requisitions pursuant to Articles 44 and 45.

46.2 The Contractor is warned that the execution by it of a release, in connection with the acceptance of the final payment, containing language purporting to reserve claims other than those herein specifically excepted from the operation of this Article 46, or those for amounts deducted by the Commissioner from the final requisition or from the final payment as certified by the Engineer and approved by the Commissioner, shall not be effective to reserve such claims, anything stated to the Contractor orally or in writing by any official, agent or employee of the City to the contrary notwithstanding.

46.3 Should the Contractor refuse to accept the final payment as tendered by the Comptroller, it shall constitute a waiver of any right to interest thereon.

46.4 The Contractor, however, shall not be barred by this Article 46 from commencing an action for breach of Contract to the extent permitted by Law and by the terms of the Contract for any claims that are contained in the verified statement filed with the Contractor's substantial and final requisitions pursuant to Articles 44 and 45 or that arose after submission of the final payment requisition, provided that a detailed and verified statement of claim is served upon the contracting Agency and Comptroller not later than forty (40) Days after the making of such final payment by electronic funds transfer (EFT) or the mailing of such final payment. The statement shall specify the items upon which the claim will be based and any such claim shall be limited to such items.

ARTICLE 47. APPROVAL BY PUBLIC DESIGN COMMISSION

47.1 All works of art, including paintings, mural decorations, stained glass, statues, bas-reliefs, and other sculptures, monuments, fountains, arches, and other structures of a permanent character intended for ornament or commemoration, and every design of the same to be used in the performance of this Contract, and the design of all bridges, approaches, buildings, gates, fences, lamps, or structures to be erected, pursuant to the terms of this Contract, shall be submitted to the Art Commission, d/b/a the Public Design Commission of the City of New York, and shall be approved by the Public Design Commission prior to the erection or placing in position of the same. The final payment shall not become due or payable under this Contract unless and until the Public Design Commission shall certify that the design for the Work herein contracted for has been approved by the said Public Design Commission, and that the same has been executed in substantial accordance with the design so approved, pursuant to the provisions of Chapter 37, Section 854 of the City Charter, as amended.

CHAPTER X CONTRACTOR'S DEFAULT

ARTICLE 48. COMMISSIONER'S RIGHT TO DECLARE CONTRACTOR IN DEFAULT

48.1 In addition to those instances specifically referred to in other Articles herein, the Commissioner shall have the right to declare the Contractor in default of this Contract if:

48.1.1 The Contractor fails to commence Work when notified to do so by the Commissioner; or
if

48.1.2 The Contractor shall abandon the Work; or if

48.1.3 The Contractor shall refuse to proceed with the Work when and as directed by the Commissioner; or if

48.1.4 The Contractor shall, without just cause, reduce its working force to a number which, if maintained, would be insufficient, in the opinion of the Commissioner, to complete the Work in accordance with the progress schedule; or if

48.1.5 The Contractor shall fail or refuse to increase sufficiently such working force when ordered to do so by the Commissioner; or if

48.1.6 The Contractor shall sublet, assign, transfer, convert or otherwise dispose of this Contract other than as herein specified; or sell or assign a majority interest in the Contractor; or if

48.1.7 The Contractor fails to secure and maintain all required insurance; or if

48.1.8 A receiver or receivers are appointed to take charge of the Contractor's property or affairs; or if

48.1.9 The Commissioner shall be of the opinion that the Contractor is or has been unnecessarily or unreasonably or willfully delaying the performance and completion of the Work, or the award of necessary subcontracts, or the placing of necessary material and equipment orders; or if

48.1.10 The Commissioner shall be of the opinion that the Contractor is or has been willfully or in bad faith violating any of the provisions of this Contract; or if

48.1.11 The Commissioner shall be of the opinion that the Work cannot be completed within the time herein provided therefor or within the time to which such completion may have been extended; provided, however, that the impossibility of timely completion is, in the Commissioner's opinion, attributable to conditions within the Contractor's control; or if

48.1.12 The Work is not completed within the time herein provided therefor or within the time to which the Contractor may be entitled to have such completion extended; or if

48.1.13 Any statement or representation of the Contractor in the Contract or in any document submitted by the Contractor with respect to the Work, the Project, or the Contract (or for purposes of securing the Contract) was untrue or incorrect when made; or if

48.1.14 The Contractor or any of its officers, directors, partners, five (5%) percent shareholders, principals, or other persons substantially involved in its activities, commits any of the acts or omissions specified as the grounds for debarment in the PPB Rules.

48.2 Before the Commissioner shall exercise his/her right to declare the Contractor in default, the Commissioner shall give the Contractor an opportunity to be heard, upon not less than two (2) Days notice.

ARTICLE 49. EXERCISE OF THE RIGHT TO DECLARE DEFAULT

49.1 The right to declare the Contractor in default for any of the grounds specified or referred to in Article 48 shall be exercised by sending the Contractor a notice, signed by the Commissioner, setting forth the ground or grounds upon which such default is declared (hereinafter referred to as a "Notice of Default").

49.2 The Commissioner's determination that the Contractor is in default shall be conclusive, final, and binding on the parties and such a finding shall preclude the Contractor from commencing a plenary action for any damages relating to the Contract. If the Contractor protests the determination of the Commissioner, the Contractor may commence an action in a court of competent jurisdiction of the State of New York under Article 78 of the New York Civil Practice Law and Rules.

ARTICLE 50. QUITTING THE SITE

50.1 Upon receipt of such notice the Contractor shall immediately discontinue all further operations under this Contract and shall immediately quit the Site, leaving untouched all plant, materials, equipment, tools, and supplies then on the Site.

ARTICLE 51. COMPLETION OF THE WORK

51.1 The Commissioner, after declaring the Contractor in default, may then have the Work completed by such means and in such manner, by contract with or without public letting, or otherwise, as he/she may deem advisable, utilizing for such purpose such of the Contractor's plant, materials, equipment, tools, and supplies remaining on the Site, and also such Subcontractors, as he/she may deem advisable.

51.2 After such completion, the Commissioner shall make a certificate stating the expense incurred in such completion, which shall include the cost of re-letting and also the total amount of liquidated damages (at the rate provided for in the Contract) from the date when the Work should have been completed by the Contractor in accordance with the terms hereof to the date of actual completion of the Work. Such certificate shall be binding and conclusive upon the Contractor, its sureties, and any person claiming under the Contractor, as to the amount thereof.

51.3 The expense of such completion, including any and all related and incidental costs, as so certified by the Commissioner, and any liquidated damages assessed against the Contractor, shall be charged against and deducted out of monies which are earned by the Contractor prior to the date of default. Should the expense of such completion, as certified by the Commissioner, exceed the total sum which would have been payable under the Contract if it had been completed by the Contractor, any excess shall be paid by the Contractor.

ARTICLE 52. PARTIAL DEFAULT

52.1 In case the Commissioner shall declare the Contractor in default as to a part of the Work only, the Contractor shall discontinue such part, shall continue performing the remainder of the Work in strict conformity with the terms of this Contract, and shall in no way hinder or interfere with any Other

Contractor(s) or persons whom the Commissioner may engage to complete the Work as to which the Contractor was declared in default.

52.2 The provisions of this Chapter relating to declaring the Contractor in default as to the entire Work shall be equally applicable to a declaration of partial default, except that the Commissioner shall be entitled to utilize for completion of the part of the Work as to which the Contractor was declared in default only such plant, materials, equipment, tools, and supplies as had been previously used by the Contractor on such part.

ARTICLE 53. PERFORMANCE OF UNCOMPLETED WORK

53.1 In completing the whole or any part of the Work under the provisions of this Chapter X, the Commissioner shall have the power to depart from or change or vary the terms and provisions of this Contract, provided, however, that such departure, change or variation is made for the purpose of reducing the time or expense of such completion. Such departure, change or variation, even to the extent of accepting a lesser or different performance, shall not affect the conclusiveness of the Commissioner's certificate of the cost of completion referred to in Article 51, nor shall it constitute a defense to an action to recover the amount by which such certificate exceeds the amount which would have been payable to the Contractor hereunder but for its default.

ARTICLE 54. OTHER REMEDIES

54.1 In addition to the right to declare the Contractor in default pursuant to this Chapter X, the Commissioner shall have the absolute right, in his/her sole discretion and without a hearing, to complete or cause to be completed in the same manner as described in Articles 51 and 53, any or all unsatisfactory or uncompleted punch list Work that remains after the completion date specified in the Final Approved Punch List. A written notice of the exercise of this right shall be sent to the Contractor who shall immediately quit the Site in accordance with the provisions of Article 50.

54.2 The expense of completion permitted under Article 54.1, including any and all related and incidental costs, as so certified by the Commissioner, shall be charged against and deducted out of monies which have been earned by the Contractor prior to the date of the exercise of the right set forth in Article 54.1; the balance of such monies, if any, subject to the other provisions of this Contract, to be paid to the Contractor without interest after such completion. Should the expense of such completion, as certified by the Commissioner, exceed the total sum which would have been payable under the Contract if it had been completed by the Contractor, any excess shall be paid by the Contractor.

54.3 The previous provisions of this Chapter X shall be in addition to any and all other remedies available under Law or in equity.

54.4 The exercise by the City of any remedy set forth herein shall not be deemed a waiver by the City of any other legal or equitable remedy contained in this Contract or provided under Law.

**CHAPTER XI
MISCELLANEOUS PROVISIONS**

ARTICLE 55. CONTRACTOR'S WARRANTIES

55.1 In consideration of, and to induce, the award of this Contract to the Contractor, the Contractor represents and warrants:

55.1.1 That it is financially solvent, sufficiently experienced and competent to perform the Work; and

55.1.2 That the facts stated in its bid and the information given by it pursuant to the Information for Bidders is true and correct in all respects; and

55.1.3 That it has read and complied with all requirements set forth in the Contract.

ARTICLE 56. CLAIMS AND ACTIONS THEREON

56.1 Any claim, that is not subject to dispute resolution under the PPB Rules or this Contract, against the City for damages for breach of Contract shall not be made or asserted in any action, unless the Contractor shall have strictly complied with all requirements relating to the giving of notice and of information with respect to such claims, as herein before provided.

56.2 Nor shall any action be instituted or maintained on any such claims unless such action is commenced within six (6) months after Substantial Completion; except that:

56.2.1 Any claims arising out of events occurring after Substantial Completion and before Final Acceptance of the Work shall be asserted within six (6) months of Final Acceptance of the Work;

56.2.2 Any claims for monies deducted, retained or withheld under the provisions of this Contract shall be asserted within six (6) months after the date when such monies otherwise become due and payable hereunder; and

56.2.3 If the Commissioner exercises his/her right to terminate the Contract pursuant to Article 64, any such action shall be commenced within six (6) months of the date the Commissioner exercises said right.

ARTICLE 57. INFRINGEMENT

57.1 The Contractor shall be solely responsible for and shall defend, indemnify, and hold the City harmless from any and all claims (even if the allegations of the lawsuit are without merit) and judgments for damages and from costs and expenses to which the City may be subject to or which it may suffer or incur allegedly arising out of or in connection with any infringement by the Contractor of any copyright, trade secrets, trademark or patent rights or any other property or personal right of any third party by the Contractor and/or its Subcontractors in the performance or completion of the Work. Insofar as the facts or Law relating to any claim would preclude the City from being completely indemnified by the Contractor, the City shall be partially indemnified by the Contractor to the fullest extent permitted by Law.

ARTICLE 58. NO CLAIM AGAINST OFFICIALS, AGENTS OR EMPLOYEES

58.1 No claim whatsoever shall be made by the Contractor against any official, agent or employee of the City for, or on account of, anything done or omitted to be done in connection with this Contract.

ARTICLE 59. SERVICE OF NOTICES

59.1 The Contractor hereby designates the business address, fax number, and email address specified in its bid, as the place where all notices, directions or other communications to the Contractor may be delivered, or to which they may be mailed. Any notice, direction, or communication from either party to the other shall be in writing and shall be deemed to have been given when (i) delivered personally; (ii) sent by certified mail, return receipt requested; (iii) delivered by overnight or same day courier service in a properly addressed envelope with confirmation; or (iv) sent by fax or email and, unless receipt of the fax or e-mail is acknowledged by the recipient by fax or e-mail, deposited in a post office box regularly maintained by the United States Postal Service in a properly addressed, postage pre-paid envelope.

59.2 Contractor's notice address, email address, or fax number may be changed at any time by an instrument in writing, executed and acknowledged by the Contractor, and delivered to the Commissioner.

59.3 Nothing herein contained shall, however, be deemed to preclude or render inoperative the service of any notice, direction or other communication upon the Contractor personally, or, if the Contractor is a corporation, upon any officer thereof.

ARTICLE 60. UNLAWFUL PROVISIONS DEEMED STRICKEN FROM CONTRACT

60.1 If this Contract contains any unlawful provision not an essential part of the Contract and which shall not appear to have been a controlling or material inducement to the making thereof, the same shall be deemed of no effect and shall, upon notice by either party, be deemed stricken from the Contract without affecting the binding force of the remainder.

ARTICLE 61. ALL LEGAL PROVISIONS DEEMED INCLUDED

61.1 It is the intent and understanding of the parties to this Contract that each and every provision of Law required to be inserted in this Contract shall be and is inserted herein. Furthermore, it is hereby stipulated that every such provision is to be deemed to be inserted herein, and if, through mistake or otherwise, any such provision is not inserted, or is not inserted in correct form, then this Contract shall forthwith upon the application of either party be amended by such insertion so as to comply strictly with the Law and without prejudice to the rights of either party hereunder.

ARTICLE 62. TAX EXEMPTION

62.1 The City is exempt from payment of Federal, State, and local taxes, including sales and compensating use taxes of the State of New York and its cities and counties on all tangible personal property sold to the City pursuant to the provisions of this Contract. These taxes are not to be included in bids. However, this exemption does not apply to tools, machinery, equipment or other property leased by or to the Contractor, Subcontractor or Materialman or to tangible personal property which, even

though it is consumed, is not incorporated into the completed Work (consumable supplies) and tangible personal property that the Contractor is required to remove from the Site during or upon completion of the Work. The Contractor and its Subcontractors and Materialmen shall be responsible for and pay any and all applicable taxes, including sales and compensating use taxes, on such leased tools, machinery, equipment or other property and upon all such consumable supplies and tangible personal property that the Contractor is required to remove from the Site during or upon completion of the Work.

62.2 The Contractor agrees to sell and the City agrees to purchase all tangible personal property, other than consumable supplies and other tangible personal property that the Contractor is required to remove from the Site during or upon completion of the Work, that is required, necessary or proper for or incidental to the construction of the Project covered by this Contract. The sum paid under this Contract for such tangible personal property shall be in full payment and consideration for the sale of such tangible personal property.

62.2.1 The Contractor agrees to construct the Project and to perform all Work, labor and services rendered, necessary, proper or incidental thereto for the sum shown in the bid for the performance of such Work, labor, and services, and the sum so paid pursuant to this Contract for such Work, labor, and services, shall be in full consideration for the performance by the Contractor of all its duties and obligations under this Contract in connection with said Work, labor, and services.

62.3 20 NYCRR Section 541.3(d) provides that a Contractor's purchases of tangible personal property that is either incorporated into real property owned by a governmental entity or purchased for and sold to a governmental entity are exempt from sales and use tax. The City shall not pay sales tax for any such tangible personal property that it purchases from the Contractor pursuant to the Contract. With respect to such tangible personal property, the Contractor, at the request of the City, shall furnish to the City such bills of sale and other instruments as may be required by the City, properly executed, acknowledged and delivered assuring to the City title to such tangible personal property, free of liens and/or encumbrances, and the Contractor shall mark or otherwise identify all such tangible personal property as the property of the City.

62.4 Title to all tangible personal property to be sold by the Contractor to the City pursuant to the provisions of the Contract shall immediately vest in and become the sole property of the City upon delivery of such tangible personal property to the Site. Notwithstanding such transfer of title, the Contractor shall have the full and continuing responsibility to install such tangible personal property in accordance with the provisions of this Contract, protect it, maintain it in a proper condition and forthwith repair, replace and make good any damage thereto, theft or disappearance thereof, and furnish additional tangible personal property in place of any that may be lost, stolen or rendered unusable, without cost to the City, until such time as the Work covered by the Contract is fully accepted by the City. Such transfer of title shall in no way affect any of the Contractor's obligations hereunder. In the event that, after title has passed to the City, any of the tangible personal property is rejected as being defective or otherwise unsatisfactory, title to all such tangible personal property shall be deemed to have been transferred back to the Contractor.

62.5 The purchase by Subcontractors or Materialmen of tangible personal property to be sold hereunder shall be a purchase or procurement for resale to the Contractor (either directly or through other Subcontractors) and therefore not subject to the aforesaid sales and compensating use taxes, provided that the subcontracts and purchase agreements provide for the resale of such tangible personal property and that such subcontracts and purchase agreements are in a form similar to this Contract with respect to the separation of the sale of consumable supplies and tangible personal property that the Contractor is required to remove from the Site during or upon completion of the Work from the Work and labor, services, and any other matters to be provided, and provided further that the subcontracts and

purchase agreements provide separate prices for tangible personal property and all other services and matters. Such separation shall actually be followed in practice, including the separation of payments for tangible personal property from the payments for other Work and labor and other things to be provided.

62.6 The Contractor and its Subcontractors and Materialmen shall furnish a Contractor Exempt Purchase Certificate to all persons, firms or corporations from which they purchase tangible personal property for the performance of the Work covered by this Contract.

62.7 In the event any of the provisions of this Article 62 shall be deemed to be in conflict with any other provisions of this Contract or create any ambiguity, then the provisions of this Article 62 shall control.

ARTICLE 63. INVESTIGATION(S) CLAUSE

63.1 The parties to this Contract agree to cooperate fully and faithfully with any investigation, audit or inquiry conducted by a United States, a State of New York (State) or a City governmental agency or authority that is empowered directly or by designation to compel the attendance of witnesses and to examine witnesses under oath, or conducted by the Inspector General of a governmental agency that is a party in interest to the transaction, submitted bid, submitted proposal, contract, lease, permit or license that is the subject of the investigation, audit or inquiry.

63.2 If any person who has been advised that his/her statement, and any information from such statement, will not be used against him/her in any subsequent criminal proceeding refuses to testify before a grand jury or other governmental agency or authority empowered directly or by designation to compel the attendance of witnesses and to examine witnesses under oath concerning the award of or performance under any transaction, agreement, lease, permit, contract, or license entered into with the City, the State, or any political subdivision or public authority thereof, or the Port Authority of New York and New Jersey, or any local development corporation within the City, or any public benefit corporation organized under the Laws of the State of New York, or;

63.3 If any person refuses to testify for a reason other than the assertion of his/her privilege against self incrimination in an investigation, audit or inquiry conducted by a City or State governmental agency or authority empowered directly or by designation to compel the attendance of witnesses and to take testimony under oath, or by the Inspector General of the governmental agency that is a party in interest in, and is seeking testimony concerning the award of, or performance under any transaction, agreement, lease, permit, contract, or license entered into with the City, the State, or any political subdivision thereof or any local development corporation within the City, then;

63.4 The Commissioner whose Agency is a party in interest to the transaction, submitted bid, submitted proposal, contract, lease, permit, or license shall convene a hearing, upon not less than five (5) Days' written notice to the parties involved to determine if any penalties should attach for the failure of a person to testify.

63.5 If any non-governmental party to the hearing requests an adjournment, the Commissioner who convened the hearing may, upon granting the adjournment, suspend any contract, lease, permit, or license, pending the final determination pursuant to Article 63.7 without the City incurring any penalty or damages for delay or otherwise.

63.6 The penalties which may attach after a final determination by the Commissioner may include but shall not exceed:

63.6.1 The disqualification for a period not to exceed five (5) years from the date of an adverse determination for any person, or any entity of which such person was a member at the time the testimony was sought, from submitting bids for, or transacting business with, or entering into or obtaining any contract, lease, permit or license with or from the City; and/or

63.6.2 The cancellation or termination of any and all such existing City contracts, leases, permits or licenses that the refusal to testify concerns and that have not been assigned as permitted under this Contract, nor the proceeds of which pledged, to an unaffiliated and unrelated institutional lender for fair value prior to the issuance of the notice scheduling the hearing, without the City incurring any penalty or damages on account of such cancellation or termination; monies lawfully due for goods delivered, work done, rentals, or fees accrued prior to the cancellation or termination shall be paid by the City.

63.7 The Commissioner shall consider and address in reaching his/her determination and in assessing an appropriate penalty the factors in Articles 63.7.1 and 63.7.2. The Commissioner may also consider, if relevant and appropriate, the criteria established in Articles 63.7.3 and 63.7.4, in addition to any other information which may be relevant and appropriate:

63.7.1 The party's good faith endeavors or lack thereof to cooperate fully and faithfully with any governmental investigation or audit, including but not limited to the discipline, discharge, or disassociation of any person failing to testify, the production of accurate and complete books and records, and the forthcoming testimony of all other members, agents, assignees or fiduciaries whose testimony is sought.

63.7.2 The relationship of the person who refused to testify to any entity that is a party to the hearing, including but not limited to, whether the person whose testimony is sought has an ownership interest in the entity and/or the degree of authority and responsibility the person has within the entity.

63.7.3 The nexus of the testimony sought to the subject entity and its contracts, leases, permits or licenses with the City.

63.7.4 The effect a penalty may have on an unaffiliated and unrelated party or entity that has a significant interest in an entity subject to penalties under Article 63.6, provided that the party or entity has given actual notice to the Commissioner upon the acquisition of the interest, or at the hearing called for in Article 63.4, gives notice and proves that such interest was previously acquired. Under either circumstance the party or entity shall present evidence at the hearing demonstrating the potential adverse impact a penalty will have on such person or entity.

63.8 Definitions:

63.8.1 The term "license" or "permit" as used in this Article 63 shall be defined as a license, permit, franchise or concession not granted as a matter of right.

63.8.2 The term "person" as used in this Article 63 shall be defined as any natural person doing business alone or associated with another person or entity as a partner, director, officer, principal or employee.

63.8.3 The term "entity" as used in this Article 63 shall be defined as any firm, partnership, corporation, association, joint venture, or person that receives monies, benefits, licenses, leases, or permits from or through the City or otherwise transacts business with the City.

63.8.4 The term "member" as used in this Article 63 shall be defined as any person associated with another person or entity as a partner, director, officer, principal or employee.

63.9 In addition to and notwithstanding any other provision of this Contract, the Commissioner may in his/her sole discretion terminate this Contract upon not less than three (3) Days' written notice in the event the Contractor fails to promptly report in writing to the Commissioner of the Department of Investigations ("DOI") of the City any solicitation of money, goods, requests for future employment or other benefit or thing of value, by or on behalf of any employee of the City or other person, firm, corporation or entity for any purpose which may be related to the procurement or obtaining of this Contract by the Contractor, or affecting the performance of this Contract.

ARTICLE 64. TERMINATION BY THE CITY

64.1 In addition to termination pursuant to any other article of this Contract, the Commissioner may, at any time, terminate this Contract by written notice to the Contractor. In the event of termination, the Contractor shall, upon receipt of such notice, unless otherwise directed by the Commissioner:

64.1.1 Stop Work on the date specified in the notice;

64.1.2 Take such action as may be necessary for the protection and preservation of the City's materials and property;

64.1.3 Cancel all cancelable orders for material and equipment;

64.1.4 Assign to the City and deliver to the Site or another location designated by the Commissioner, any non-cancelable orders for material and equipment that is not capable of use except in the performance of this Contract and has been specifically fabricated for the sole purpose of this Contract and not incorporated in the Work;

64.1.5 Take no action which will increase the amounts payable by the City under this Contract.

64.2 In the event of termination by the City pursuant to this Article 64, payment to the Contractor shall be in accordance with Articles 64.2.1, 64.2.2 or 64.2.3, to the extent that each respective article applies.

64.2.1 Lump Sum Contracts or Items: On all lump sum Contracts, or on lump sum items in a Contract, the City will pay the Contractor the sum of the amounts described in Articles 64.2.1(a) and 64.2.1(b), less all payments previously made pursuant to this Contract. On lump sum Contracts only, the City will also pay the Contractor an additional sum as provided in Article 64.2.1(c).

64.2.1(a) For Work completed prior to the notice of termination, the Contractor shall be paid a pro rata portion of the lump sum bid amount, plus approved change orders, based upon the percent completion of the Work, as determined by the Commissioner. For the purpose of determining the pro rata portion of the lump sum bid amount to which the Contractor is entitled, the bid breakdown submitted in accordance with Article 41 shall be considered, but shall not be dispositive. The Commissioner's determination hereunder shall be final, binding, and conclusive.

64.2.1(b) For non-cancelable material and equipment that is not capable of use except in the performance of this Contract and has been specifically fabricated for the sole purpose of this Contract, but not yet incorporated in the Work, the Contractor shall be paid the lesser of the following, less salvage value:

64.2.1(b)(i) The Direct Cost, as defined in Article 64.2.4; or

64.2.1(b)(ii) The fair and reasonable value, if less than Direct Cost, of such material and equipment, plus necessary and reasonable delivery costs.

64.2.1(b)(iii) In addition, the Contractor shall be paid five (5%) percent of the amount described in Article 64.2.1(b)(i) or Article 64.2.1(b)(ii), whichever applies.

64.2.1(c) Except as otherwise provided in Article 64.2.1(d), on all lump sum Contracts, the Contractor shall be paid the percentage indicated below applied to the difference between the total lump sum bid amount and the total of all payments made prior to the notice of termination plus all payments allowed pursuant to Articles 64.2.1(a) and 64.2.1(b):

64.2.1(c)(i) Five (5%) percent of the first five million (\$5,000,000) dollars; and

64.2.1(c)(ii) Three (3%) percent of any amount between five million (\$5,000,000) dollars and fifteen million (\$15,000,000) dollars; plus

64.2.1(c)(iii) One (1%) percent of any amount over fifteen million (\$15,000,000) dollars.

64.2.1(d) In the event the City terminates a lump sum Contract pursuant to this Article 64 within ninety (90) Days after registration of the Contract with the Comptroller, the Contractor shall be paid one (1%) percent of the difference between the lump sum bid amount and the total of all payments made pursuant to this Article 64.2.

64.2.2 Unit Price Contracts or Items: On all unit price Contracts, or on unit price items in a Contract, the City will pay the Contractor the sum of the amounts described in Articles 64.2.2(a) and 64.2.2(b), less all payments previously made pursuant to this Contract:

64.2.2(a) For all completed units, the unit price stated in the Contract, and

64.2.2(b) For units that have been ordered but are only partially completed, the Contractor will be paid:

64.2.2(b)(i) A pro rata portion of the unit price stated in the Contract based upon the percent completion of the unit and

64.2.2(b)(ii) For non-cancelable material and equipment, payment will be made pursuant to Article 64.2.1(b).

64.2.3 Time and Materials Contracts or Items Based on Time and Material Records: On all Contracts or items in a Contract where payment for the Work is based on time and

material records, the Contractor shall be paid in accordance with Article 26, less all payments previously made pursuant to this Contract.

64.2.4 Direct Costs: Direct Costs as used in this Article 64.2 shall mean:

64.2.4(a) The actual purchase price of material and equipment, plus necessary and reasonable delivery costs,

64.2.4(b) The actual cost of labor involved in construction and installation at the Site, and

64.2.4(c) The actual cost of necessary bonds and insurance purchased pursuant to requirements of this Contract less any amounts that have been or should be refunded by the Contractor's sureties or insurance carriers.

64.2.4(d) Direct Costs shall not include overhead.

64.3 In no event shall any payments under this Article 64 exceed the Contract price for such items.

64.4 All payments pursuant to Article 64 shall be in the nature of liquidated damages and shall be accepted by the Contractor in full satisfaction of all claims against the City.

64.5 The City may deduct or set off against any sums due and payable pursuant to this Article 64, any deductions authorized by this Contract or by Law (including but not limited to liquidated damages) and any claims it may have against the Contractor. The City's exercise of the right to terminate the Contract pursuant to this Article 64 shall not impair or otherwise effect the City's right to assert any claims it may have against the Contractor in a plenary action.

64.6 Where the Work covered by the Contract has been substantially completed, as determined in writing by the Commissioner, termination of the Work shall be handled as an omission of Work pursuant to Articles 29 and 33, in which case a change order will be issued to reflect an appropriate reduction in the Contract sum, or if the amount is determined after final payment, such amount shall be paid by the Contractor.

ARTICLE 65. CHOICE OF LAW, CONSENT TO JURISDICTION AND VENUE

65.1 This Contract shall be deemed to be executed in the City regardless of the domicile of the Contractor, and shall be governed by and construed in accordance with the Laws of the State of New York and the Laws of the United States, where applicable.

65.2 The parties agree that any and all claims asserted against the City arising under this Contract or related thereto shall be heard and determined in the courts of the State of New York ("New York State Courts") located in the City and County of New York. To effect this Contract and intent, the Contractor agrees:

65.2.1 If the City initiates any action against the Contractor in Federal court or in a New York State Court, service of process may be made on the Contractor either in person, wherever such Contractor may be found, or by registered mail addressed to the Contractor at its address as set forth in this Contract, or to such other address as the Contractor may provide to the City in writing; and

65.2.2 With respect to any action between the City and the Contractor in a New York State Court, the Contractor hereby expressly waives and relinquishes any rights it might otherwise have:

65.2.2(a) To move to dismiss on grounds of forum non conveniens;

65.2.2(b) To remove to Federal Court; and

65.2.2(c) To move for a change of venue to a New York State Court outside New York County.

65.2.3 With respect to any action brought by the City against the Contractor in a Federal Court located in the City, the Contractor expressly waives and relinquishes any right it might otherwise have to move to transfer the action to a Federal Court outside the City.

65.2.4 If the Contractor commences any action against the City in a court located other than in the City and County of New York, upon request of the City, the Contractor shall either consent to a transfer of the action to a New York State Court of competent jurisdiction located in the City and County of New York or, if the Court where the action is initially brought will not or cannot transfer the action, the Contractor shall consent to dismiss such action without prejudice and may thereafter reinstate the action in a New York State Court of competent jurisdiction in New York County.

65.3 If any provision(s) of this Article 65 is held unenforceable for any reason, each and all other provision(s) shall nevertheless remain in full force and effect.

ARTICLE 66. PARTICIPATION IN AN INTERNATIONAL BOYCOTT

66.1 The Contractor agrees that neither the Contractor nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the Federal Export Administration Act of 1979, as amended, or the regulations of the United States Department of Commerce (Commerce Department) promulgated thereunder.

66.2 Upon the final determination by the Commerce Department or any other agency of the United States as to, or conviction of the Contractor or a substantially-owned affiliated company thereof for participation in an international boycott in violation of the provisions of the Export Administration Act of 1979, as amended, or the regulations promulgated thereunder, the Comptroller may, at his/her option, render forfeit and void this Contract.

66.3 The Contractor shall comply in all respects, with the provisions of Section 6-114 of the Administrative Code and the rules and regulations issued by the Comptroller thereunder.

ARTICLE 67. LOCALLY BASED ENTERPRISE PROGRAM

67.1 This Contract is subject to the requirements of Section 6-108.1 of the Administrative Code and regulations promulgated thereunder. No construction contract shall be awarded unless and until these requirements have been complied with in their entirety; however, compliance with this Article 67 is not required if the Agency sets Subcontractor Participation Goals for Minority- and Women-Owned Business Enterprises (M/WBEs).

67.2 Unless specifically waived by the Commissioner with the approval of the Division of Economic and Financial Opportunity of the City Department of Business Services, if any portion of the Contract is subcontracted, not less than ten (10%) percent of the total dollar amount of the Contract shall be awarded to locally based enterprises (LBEs); except that where less than ten (10%) percent of the total dollar amount of the Contract is subcontracted, such lesser percentage shall be so awarded.

67.3 The Contractor shall not require performance and payment bonds from LBE Subcontractors.

67.4 If the Contractor has indicated prior to award that no Work will be subcontracted, no Work shall be subcontracted without the prior approval of the Commissioner, which shall be granted only if the Contractor makes a good faith effort beginning at least six (6) weeks before the Work is to be performed to obtain LBE Subcontractors to perform the Work.

67.5 If the Contractor has not identified sufficient LBE Subcontractors prior to award, it shall sign a letter of compliance stating that it complies with Section 6-108.1 of the Administrative Code, recognizes that achieving the LBE requirement is a condition of its Contract, and shall submit documentation demonstrating its good faith efforts to obtain LBEs. After award, the Contractor shall begin to solicit LBE's to perform subcontracted Work at least six (6) weeks before the date such Work is to be performed and shall demonstrate that a good faith effort has been made to obtain LBEs on each subcontract until it meets the required percentage.

67.6 Failure of the Contractor to comply with the requirements of Section 6-108.1 of the Administrative Code and the regulations promulgated thereunder shall constitute a material breach of this Contract. Remedy for such breach may include the imposition of any or all of the following sanctions:

67.6.1 Reducing the Contractor's compensation by an amount equal to the dollar value of the percentage of the LBE subcontracting requirement not complied with;

67.6.2 Declaring the Contractor in default;

67.6.3 If the Contractor is an LBE, de-certifying and declaring the Contractor ineligible to participate in the LBE program for a period of up to three (3) years.

ARTICLE 68. ANTITRUST

68.1 The Contractor hereby assigns, sells, and transfers to the City all right, title, and interest in and to any claims and causes of action arising under the antitrust Laws of New York State or of the United States relating to the particular goods or services purchased or procured by the City under this Contract.

ARTICLE 69. MacBRIDE PRINCIPLES PROVISIONS

69.1 Notice To All Prospective Contractors:

69.1.1 Local Law No. 34 of 1991 became effective on September 10, 1991 and added Section 6-115.1 of the Administrative Code. The local Law provides for certain restrictions on City Contracts to express the opposition of the people of the City to employment discrimination practices in Northern Ireland to promote freedom of work-place opportunity.

69.1.2 Pursuant to Section 6-115.1, prospective Contractors for Contracts to provide goods or services involving an expenditure of an amount greater than ten thousand

(\$10,000.) dollars, or for construction involving an amount greater than fifteen thousand (\$15,000.) dollars, are asked to sign a rider in which they covenant and represent, as a material condition of their Contract, that any business operations in Northern Ireland conducted by the Contractor and any individual or legal entity in which the Contractor holds a ten (10%) percent or greater ownership interest in the Contractor will be conducted in accordance with the MacBride Principles of nondiscrimination in employment.

69.1.3 Prospective Contractors are not required to agree to these conditions. However, in the case of Contracts let by competitive sealed bidding, whenever the lowest responsible bidder has not agreed to stipulate to the conditions set forth in this notice and another bidder who has agreed to stipulate to such conditions has submitted a bid within five (5%) percent of the lowest responsible bid for a Contract to supply goods, services or construction of comparable quality, the Agency shall refer such bids to the Mayor, the Speaker or other officials, as appropriate, who may determine, in accordance with applicable Law, that it is in the best interest of the City that the Contract be awarded to other than the lowest responsible pursuant to Section 313(b)(2) of the City Charter.

69.1.4 In the case of Contracts let by other than competitive sealed bidding, if a prospective Contractor does not agree to these conditions, no Agency, elected official or the City Council shall award the Contract to that bidder unless the Agency seeking to use the goods, services or construction certifies in writing that the Contract is necessary for the Agency to perform its functions and there is no other responsible Contractor who will supply goods, services or construction of comparable quality at a comparable price.

69.2 In accordance with Section 6-115.1 of the Administrative Code, the Contractor stipulates that such Contractor and any individual or legal entity in which the Contractor holds a ten (10%) percent or greater ownership interest in the Contractor either:

69.2.1 Have no business operations in Northern Ireland, or

69.2.2 Shall take lawful steps in good faith to conduct any business operations they have in Northern Ireland in accordance with the MacBride Principles, and shall permit independent monitoring of their compliance with such principles.

69.3 For purposes of this Article, the following terms shall have the following meanings:

69.3.1 "MacBride Principles" shall mean those principles relating to nondiscrimination in employment and freedom of work-place opportunity which require employers doing business in Northern Ireland to:

69.3.1(a) increase the representation of individuals from under-represented religious groups in the workforce, including managerial, supervisory, administrative, clerical and technical jobs;

69.3.1(b) take steps to promote adequate security for the protection of employees from under-represented religious groups both at the work-place and while traveling to and from Work;

69.3.1(c) ban provocative religious or political emblems from the workplace;

69.3.1(d) publicly advertise all job openings and make special recruitment efforts to attract applicants from under-represented religious groups;

69.3.1(e) establish layoff, recall, and termination procedures which do not in practice favor a particular religious group;

69.3.1(f) abolish all job reservations, apprenticeship restrictions and different employment criteria which discriminate on the basis of religion;

69.3.1(g) develop training programs that will prepare substantial numbers of current employees from under-represented religious groups for skilled jobs, including the expansion of existing programs and the creation of new programs to train, upgrade, and improve the skills of workers from under-represented religious groups;

69.3.1(h) establish procedures to assess, identify, and actively recruit employees from under-represented religious groups with potential for further advancement; and

69.3.1(i) appoint a senior management staff member to oversee affirmative action efforts and develop a timetable to ensure their full implementation.

69.4 The Contractor agrees that the covenants and representations in Article 69.2 are material conditions to this Contract. In the event the Agency receives information that the Contractor who made the stipulation required by this Article 69 is in violation thereof, the Agency shall review such information and give the Contractor an opportunity to respond. If the Agency finds that a violation has occurred, the Agency shall have the right to declare the Contractor in default and/or terminate this Contract for cause and procure supplies, services or Work from another source in the manner the Agency deems proper. In the event of such termination, the Contractor shall pay to the Agency, or the Agency in its sole discretion may withhold from any amounts otherwise payable to the Contractor, the difference between the Contract price for the uncompleted portion of this Contract and the cost to the Agency of completing performance of this Contract either itself or by engaging another Contractor or Contractors. In the case of a requirement Contract, the Contractor shall be liable for such difference in price for the entire amount of supplies required by the Agency for the uncompleted term of Contractor's Contract. In the case of a construction Contract, the Agency shall also have the right to hold the Contractor in partial or total default in accordance with the default provisions of this Contract, and/or may seek debarment or suspension of the Contractor. The rights and remedies of the Agency hereunder shall be in addition to, and not in lieu of, any rights and remedies the Agency has pursuant to this Contract or by operation of Law.

ARTICLE 70. ELECTRONIC FILING/NYC DEVELOPMENT HUB

70.1 The Contractor shall electronically file all alteration type-2 and alteration type-3 applications via the New York City Development Hub Web site, except applications for the following types of minor alterations: enlargements, curb cuts, legalizations, fire alarms, builders pavement plans, and jobs filed on Landmark Preservation Commission calendared properties. All such filings must be professionally certified. Information about electronic filing via the New York City Development Hub is available on the City Department of Buildings Web site at www.nyc.gov/buildings.

ARTICLE 71. PROHIBITION OF TROPICAL HARDWOODS

71.1 Tropical hardwoods, as defined in Section 165 of the New York State Finance Law (Finance Law), shall not be utilized in the performance of this Contract except as expressly permitted by Section 165 of the Finance Law.

ARTICLE 72. CONFLICTS OF INTEREST

72.1 Section 2604 of the City Charter and other related provisions of the City Charter, the Administrative Code, and the Penal Law are applicable under the terms of this Contract in relation to conflicts of interest and shall be extended to Subcontractors authorized to perform Work, labor and services pursuant to this Contract and further, it shall be the duty and responsibility of the Contractor to so inform its respective Subcontractors. Notice is hereby given that, under certain circumstances, penalties may be invoked against the donor as well as the recipient of any form of valuable gift.

ARTICLE 73. MERGER CLAUSE

73.1 The written Contract herein, contains all the terms and conditions agreed upon by the parties hereto, and no other agreement, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto, or to vary any of the terms contained herein.

ARTICLE 74. STATEMENT OF WORK

74.1 The Contractor shall furnish all labor and materials and perform all Work in strict accordance with the Specifications and Addenda thereto, numbered _____.

ARTICLE 75. COMPENSATION TO BE PAID TO CONTRACTOR

75.1 The City will pay and the Contractor will accept in full consideration for the performance of the Contract, subject to additions and deductions as provided herein, the total sum of: _____ Dollars, (\$ _____), this said sum being the amount at which the Contract was awarded to the Contractor at a public letting thereof, based upon the Contractor's bid for the Contract.

ARTICLE 76. ELECTRONIC FUNDS TRANSFER

76.1 In accordance with Section 6-107.1 of the Administrative Code, the Contractor agrees to accept payments under this Contract from the City by electronic funds transfer (EFT). An EFT is any transfer of funds, other than a transaction originated by check, draft or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument or computer or magnetic tape so as to order, instruct or authorize a financial institution to debit or credit an account. Prior to the first payment made under this Contract, the Contractor shall designate one financial institution or other authorized payment agent and shall complete the attached "EFT Vendor Payment Enrollment Form" in order to provide the Commissioner of the City Department of Finance with information necessary for the Contractor to receive electronic funds transfer payments through a designated financial institution or authorized payment agent. The crediting of the amount of a payment to the appropriate account on the books of a financial institution or other authorized payment agent designated by the Contractor shall constitute full satisfaction by the City for the amount of the payment under this Contract. The account information supplied by the Contractor to facilitate the electronic funds transfer shall remain confidential to the fullest extent provided by Law.

76.2 The Commissioner may waive the application of the requirements of this Article 76 to payments on contracts entered into pursuant to Section 315 of the City Charter. In addition, the Commissioner of the Department of Finance and the Comptroller may jointly issue standards pursuant to

which the Agency may waive the requirements of this Article 76 for payments in the following circumstances: (i) for individuals or classes of individuals for whom compliance imposes a hardship; (ii) for classifications of types of checks; or (iii) in other circumstances as may be necessary in the interest of the City.

ARTICLE 77. RECORDS RETENTION

77.1 The Contractor agrees to retain all books, records, and other documents relevant to this Contract for six years after the final payment or termination of this Contract, whichever is later. City, state, and federal auditors and any other persons duly authorized by the City shall have full access to and the right to examine any such books, records, and other documents during the retention period.

ARTICLE 78. PARTICIPATION BY MINORITY-OWNED AND WOMEN-OWNED BUSINESS ENTERPRISES IN CITY PROCUREMENT

NOTICE TO ALL PROSPECTIVE CONTRACTORS

ARTICLE I. M/WBE PROGRAM

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

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

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

PART A

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

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

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

2. If Participation Goals have been established for this Contract or Task Orders issued pursuant to this Contract, Contractor agrees or shall agree as a material term of the Contract that Contractor shall be subject to the Participation

Goals, unless the goals are waived or modified by Agency in accordance with Section 6-129 and Part A, Sections 10 and 11 below, respectively.

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

A Contractor that is a qualified joint venture (as defined in Section 6-129(c)(30)) shall be permitted to count a percentage of its own participation toward fulfillment of the relevant Participation Goal. In accordance with Section 6-129, the value of Contractor's participation shall be determined by subtracting from the total value of the Contract or Task Order, as applicable, any amounts that Contractor pays to direct subcontractors, and then multiplying the remainder by the percentage to be applied to total profit to determine the amount to which an MBE or WBE is entitled pursuant to the joint venture agreement, provided that where a participant in a joint venture is certified as both an MBE and a WBE, such amount shall be counted either toward the goal for MBEs or the goal for WBEs, but not both.

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

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

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

C. THE BIDDER/PROPOSER MUST COMPLETE THE SCHEDULE B INCLUDED HEREIN (SCHEDULE B, PART II). A SCHEDULE B SUBMITTED BY THE BIDDER/PROPOSER WHICH DOES NOT INCLUDE THE VENDOR CERTIFICATION AND REQUIRED AFFIRMATIONS (SEE SECTION V OF PART II) WILL BE DEEMED TO BE NON-RESPONSIVE, UNLESS A FULL WAIVER OF THE PARTICIPATION GOALS IS GRANTED (SCHEDULE B, PART III). IN THE EVENT THAT THE CITY DETERMINES THAT THE BIDDER/PROPOSER HAS SUBMITTED A SCHEDULE B WHERE THE VENDOR CERTIFICATION AND REQUIRED AFFIRMATIONS ARE COMPLETED BUT OTHER

ASPECTS OF THE SCHEDULE B ARE NOT COMPLETE, OR CONTAIN A COPY OR COMPUTATION ERROR THAT IS AT ODDS WITH THE VENDOR CERTIFICATION AND AFFIRMATIONS, THE BIDDER/PROPOSER WILL BE NOTIFIED BY THE AGENCY AND WILL BE GIVEN FOUR (4) CALENDAR DAYS FROM RECEIPT OF NOTIFICATION TO CURE THE SPECIFIED DEFICIENCIES AND RETURN A COMPLETED SCHEDULE B TO THE AGENCY. FAILURE TO DO SO WILL RESULT IN A DETERMINATION THAT THE BID/PROPOSAL IS NON-RESPONSIVE. RECEIPT OF NOTIFICATION IS DEFINED AS THE DATE NOTICE IS E-MAILED OR FAXED (IF THE BIDDER/PROPOSER HAS PROVIDED AN E-MAIL ADDRESS OR FAX NUMBER), OR NO LATER THAN FIVE (5) CALENDAR DAYS FROM THE DATE OF MAILING OR UPON DELIVERY, IF DELIVERED.

5. Where an M/WBE Utilization Plan has been submitted, the Contractor shall, within 30 days of issuance by Agency of a notice to proceed, submit a list of proposed persons or entities to which it intends to award subcontracts within the subsequent 12 months. In the case of multiyear contracts, such list shall also be submitted every year thereafter. The Agency may also require the Contractor to report periodically about the contracts awarded by its direct subcontractors to indirect subcontractors (as defined in Section 6-129(c)(22)). PLEASE NOTE: If this Contract is a public works project subject to GML §101(5) (i.e., a contract valued at or below \$3M for projects in New York City) or if the Contract is subject to a project labor agreement in accordance with Labor Law §222, and the bidder is required to identify at the time of bid submission its intended subcontractors for the Wicks trades (plumbing and gas fitting; steam heating, hot water heating, ventilating and air conditioning (HVAC); and electric wiring), the Contractor must identify all those to which it intends to award construction subcontracts for any portion of the Wicks trade work at the time of bid submission, regardless of what point in the life of the contract such subcontracts will occur. In identifying intended subcontractors in the bid submission, bidders may satisfy any Participation Goals established for this Contract by proposing one or more subcontractors that are MBEs and/or WBEs for any portion of the Wicks trade work. In the event that the Contractor's selection of a subcontractor is disapproved, the Contractor shall have a reasonable time to propose alternate subcontractors.
6. MBE and WBE firms must be certified by DSBS in order for the Contractor to credit such firms' participation toward the attainment of the Participation Goals. Such certification must occur prior to the firms' commencement of work. A list of MBE and WBE firms may be obtained from the DSBS website at www.nyc.gov/buycertified, by emailing DSBS at buyer@sbs.nyc.gov, by calling (212) 513-6356, or by visiting or writing DSBS at 110 William St., New York, New York, 10038, 7th floor. Eligible firms that have not yet been certified may contact DSBS in order to seek certification* by visiting www.nyc.gov/getcertified, emailing MWBE@sbs.nyc.gov, or calling the DSBS certification helpline at (212) 513-6311. A firm that is certified as both an MBE and a WBE may be counted either toward the goal for MBEs or the goal for WBEs, but not both. No credit shall be given for participation by a graduate MBE or graduate WBE, as defined in Section 6-129(c)(20).
7. Where an M/WBE Utilization Plan has been submitted, the Contractor shall, with each voucher for payment, and/or periodically as Agency may require, submit statements, certified under penalty of perjury, which shall include, but not be limited to: the total amount the Contractor paid to its direct subcontractors, and, where applicable pursuant to Section 6-129(j), the total amount direct subcontractors paid to indirect subcontractors; the names, addresses and contact numbers of each MBE or WBE hired as a subcontractor by the Contractor, and, where applicable, hired by any of the Contractor's direct subcontractors; and the dates and amounts paid to each MBE or WBE. The Contractor shall also submit, along with its voucher for final payment: the total amount it paid to subcontractors, and, where applicable pursuant to Section 6-129(j), the total amount its direct subcontractors paid directly to their indirect subcontractors; and a final list, certified under penalty of perjury, which shall include the name, address and contact information of each subcontractor that is an MBE or WBE, the work performed by, and the dates and amounts paid to each.
8. If payments made to, or work performed by, MBEs or WBEs are less than the amount specified in the Contractor's M/WBE Utilization Plan, Agency shall take appropriate action, in accordance with Section 6-129 and Article II below, unless the Contractor has obtained a modification of its M/WBE Utilization Plan in accordance with Section 6-129 and Part A, Section 11 below.
9. Where an M/WBE Utilization Plan has been submitted, and the Contractor requests a change order the value of which exceeds the greater of 10 percent of the Contract or Task Order, as applicable, or \$500,000, Agency shall review the scope of work for the Contract or Task Order, as applicable, and the scale and types of work involved in the change order, and determine whether the Participation Goals should be modified.
10. Pre-award waiver of the Participation Goals. (a) A bidder or proposer, or contractor with respect to a Task Order, may seek a pre-award full or partial waiver of the Participation Goals in accordance with Section 6-129, which

requests that Agency change one or more Participation Goals on the grounds that the Participation Goals are unreasonable in light of the availability of certified firms to perform the services required, or by demonstrating that it has legitimate business reasons for proposing a lower level of subcontracting in its M/WBE Utilization Plan.

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

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

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

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

- (i) The Contractor advertised opportunities to participate in the Contract, where appropriate, in general circulation media, trade and professional association publications and small business media, and publications of minority and women's business organizations;
- (ii) The Contractor provided notice of specific opportunities to participate in the Contract, in a timely manner, to minority and women's business organizations;
- (iii) The Contractor sent written notices, by certified mail or facsimile, in a timely manner, to advise MBEs or WBEs that their interest in the Contract was solicited;
- (iv) The Contractor made efforts to identify portions of the work that could be substituted for portions originally designated for participation by MBEs and/or WBEs in the M/WBE Utilization Plan, and for which the Contractor claims an inability to retain MBEs or WBEs;
- (v) The Contractor held meetings with MBEs and/or WBEs prior to the date their bids or proposals were due, for the purpose of explaining in detail the scope and requirements of the work for which their bids or proposals were solicited;
- (vi) The Contractor made efforts to negotiate with MBEs and/or WBEs as relevant to perform specific subcontracts, or act as suppliers or service providers;
- (vii) Timely written requests for assistance made by the Contractor to Agency's M/WBE liaison officer and to DSBS;

- (viii) Description of how recommendations made by DSBS and Agency were acted upon and an explanation of why action upon such recommendations did not lead to the desired level of participation of MBEs and/or WBEs.

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

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

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

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

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

PART B: MISCELLANEOUS

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

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

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

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

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

ARTICLE II. ENFORCEMENT

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

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

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

- (a) entering into an agreement with the Contractor allowing the Contractor to cure the violation;
- (b) revoking the Contractor's pre-qualification to bid or make proposals for future contracts;
- (c) making a finding that the Contractor is in default of the Contract;
- (d) terminating the Contract;
- (e) declaring the Contractor to be in breach of Contract;
- (f) withholding payment or reimbursement;
- (g) determining not to renew the Contract;
- (h) assessing actual and consequential damages;
- (i) assessing liquidated damages or reducing fees, provided that liquidated damages may be based on amounts representing costs of delays in carrying out the purposes of the M/WBE Program, or in meeting the purposes of the Contract, the costs of meeting utilization goals through additional procurements, the administrative costs of investigation and enforcement, or other factors set forth in the Contract;
- (j) exercising rights under the Contract to procure goods, services or construction from another contractor and charge the cost of such contract to the Contractor that has been found to be in noncompliance; or
- (k) taking any other appropriate remedy.

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

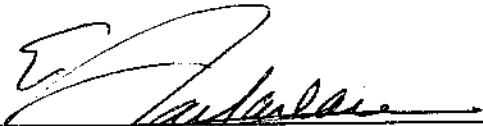
5. Whenever Agency has reason to believe that an MBE and/or WBE is not qualified for certification, or is participating in a contract in a manner that does not serve a commercially useful function (as defined in Section 6-129(c)(8)), or has violated any provision of Section 6-129, Agency shall notify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

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

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

IN WITNESS WHEREOF, the Commissioner, on behalf of the City of New York, and the Contractor, have executed this agreement in quadruplicate, two parts of which are to remain with the Commissioner, another to be filed with the Comptroller of the City, and the fourth to be delivered to the Contractor.

THE CITY OF NEW YORK

By: 
Deputy Commissioner

CONTRACTOR: JLS Enterprises, Inc.

By: 
(Member of Firm or Officer of Corporation)

Title: Secy

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


Secretary

(Seal)

ACKNOWLEDGMENT OF PRINCIPAL, IF A CORPORATION

State of New York County of Queens ss:

On this 29 day of FEB 2016, before me personally came STEVEN LICHTA to me known, who, being by me duly sworn did depose and say that he resides at 670 010 SAIT RD MATINECK NY 11952 that he is the SECRY JLT V ENTERPRISES INC 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.

Simone Smith
Notary Public or Commissioner of Deeds

SIMONE SMITH
Commissioner of Deeds
City of New York No. 4-6780
Certificate Filed in New York County
Commission Expires 07/01/16

ACKNOWLEDGMENT OF PRINCIPAL, IF A PARTNERSHIP

State of _____ County of _____ ss:

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

Notary Public or Commissioner of Deeds

ACKNOWLEDGMENT OF PRINCIPAL, IF AN INDIVIDUAL

State of _____ County of _____ ss:

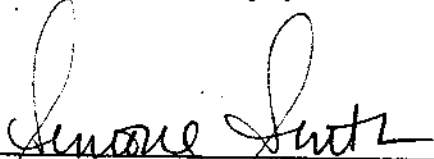
On this _____ day of _____, before me personally appeared _____ to me known, and known to me to be the person described in and who executed the foregoing instrument; and acknowledged that he executed the same.

Notary Public or Commissioner of Deeds

ACKNOWLEDGMENT BY COMMISSIONER

State of New York County of Queens ss:

On this _____ day of Feb 2016, before me personally came ERIC MacFarlane to me known, and known to be the Deputy Commissioner of the Department of Design and Construction of The City of New York, the person described as such in and who as such executed the foregoing instrument and he acknowledged to me that he executed the same as Deputy Commissioner for the purposes therein mentioned.



Notary Public or Commissioner of Deeds

SIMONE SMITH
Commissioner of Deeds
City of New York No. 4-8780
Certificate Filed in New York County
Commission Expires 07/21/16

AUTHORITY

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

DATED
DATED

APPROPRIATION
COMMISSIONER'S CERTIFICATE

In conformity with the provisions of Section 6-101 of the Administrative Code of the City of New York, it is hereby certified that the estimated cost of the work, materials and supplies required by the within Contract, amounting to

Two Million Five Hundred Ten
Thousand Seven Hundred seventy dollars.


Dollars (\$ 2,510,770.00)

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

PV 678-BCA

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 90 to 93): Use if the total contract price is \$5 Million Or Less. Performance Bond #1 has been approved by the U.S. Small Business Administration ("SBA") for participation in its Bond Guarantee Program.

PERFORMANCE BOND #1 (Page 1)

PERFORMANCE BOND #1

KNOW ALL PERSONS BY THESE PRESENTS, That we, _____

hereinafter referred to as the "Principal", and _____

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

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

WHEREAS, the Principal is about to enter, or has entered, into a Contract in writing with the City for

a copy of which Contract is annexed to and hereby made a part of this bond as though herein set forth in full;

Performance Bond #1 (Pages 77 to 80): Use if the total contract price is \$5 Million Or Less. Performance Bond #1 has been approved by the U.S. Small Business Administration ("SBA") for participation in its Bond Guarantee Program.

PERFORMANCE BOND #1 (Page 1)

Bond # 015050239

PERFORMANCE BOND #1

KNOW ALL PERSONS BY THESE PRESENTS, That we, _____

J.L.J. V Enterprises, Inc.

213-19 99th Ave

Queens Village, NY 11429

hereinafter referred to as the "Principal", and _____

Liberty Mutual Insurance Company

1200 MacArthur Blvd.

Mahwah, NJ 07043

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

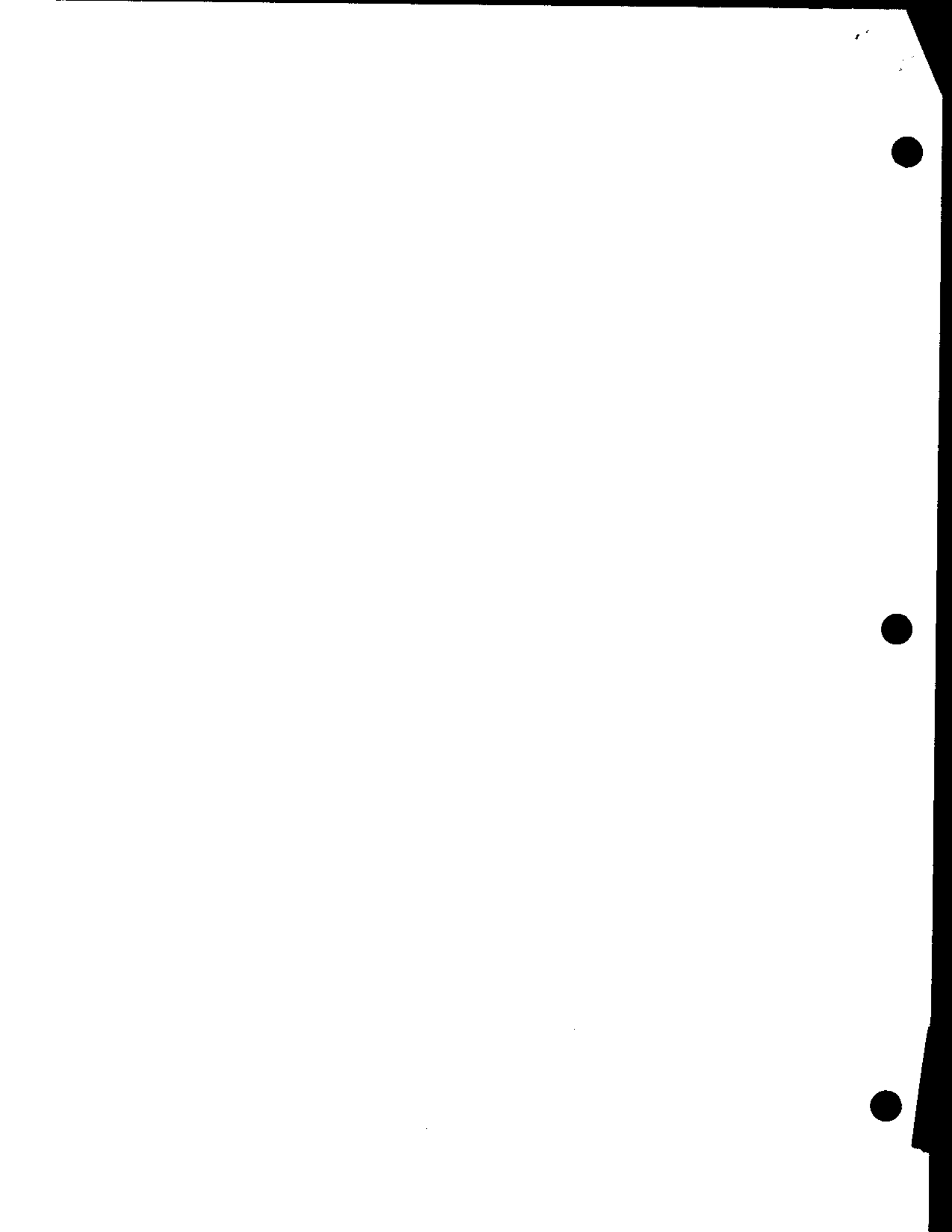
Two Million Five Hundred Ten Thousand Seven Hundred Seventy And No/100THS

(\$ 2,510,770.00) 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: PV678-BCA - E-PIN: 85015B0137001 - DDC PIN: 8502015PV0014C - G.C. Work - Bronx Council on the Arts Facility 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;



Performance Bond #1 (Pages 77 to 80): Use if the total contract price is \$5 Million Or Less. Performance Bond #1 has been approved by the U.S. Small Business Administration ("SBA") for participation in its Bond Guarantee Program.

PERFORMANCE BOND #1 (Page 2)

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.

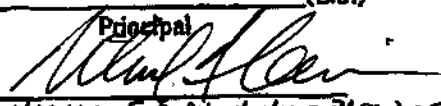
The Surety (Sureties), for value received, hereby stipulates and agrees, upon written notice from the City that the City has determined that the Principal is in default of the Contract, to (1) pay the City the cost to complete the contract as determined by the City in excess of the balance of the Contract 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.

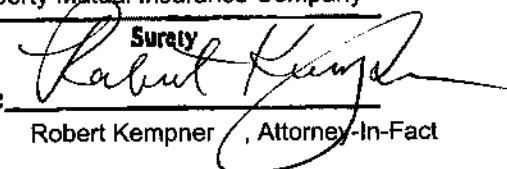
The Surety (Sureties), for value received, for itself and its successors and assigns, hereby stipulates and agrees that the obligation of said Surety (Sureties) and its bond shall be in no way impaired or affected by any extension of time, modification, omission, addition, or change in or to the said 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 77 to 80): Use if the total contract price is \$5 Million Or Less. Performance Bond #1 has been approved by the U.S. Small Business Administration ("SBA") for participation in its Bond Guarantee Program.

PERFORMANCE BOND #1 (Page 3)

IN WITNESS WHEREOF, the Principal and the Surety (Sureties) have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereunto affixed and these presents to be signed by their proper officers, this 10th day of February, 2016.

(Seal) J.L.J. V Enterprises, Inc. (L.S.)
Principal
By: 
Michael F. Corvini, Vice President

(Seal) Liberty Mutual Insurance Company
Surety
By: 
Robert Kempner, Attorney-In-Fact

(Seal) _____
Surety
By: _____

(Seal) _____
Surety
By: _____

Bond Premium Rate _____

Bond Premium Cost _____

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

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

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

Performance Bond #1 (Pages 77 to 80): Use if the total contract price is \$5 Million Or Less. Performance Bond #1 has been approved by the U.S. Small Business Administration ("SBA") for participation in its Bond Guarantee Program.

PERFORMANCE BOND #1 (Page 4)

ACKNOWLEDGEMENT OF PRINCIPAL, IF A CORPORATION

State of New York County of Queens ss:

On this 12th day of February 2016, before me personally came Micah F. Carlson to me known, who, being by me duly sworn did depose and say that he resides at 13 MAPLE AVE LOCUST VALLEY NY that he is the VICE 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.

Carolyn P. Guinan
Notary Public or Commissioner of Deeds



ACKNOWLEDGEMENT OF PRINCIPAL, IF A PARTNERSHIP

State of _____ County of _____ ss:

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

Notary Public or Commissioner of Deeds

ACKNOWLEDGEMENT OF PRINCIPAL, IF AN INDIVIDUAL

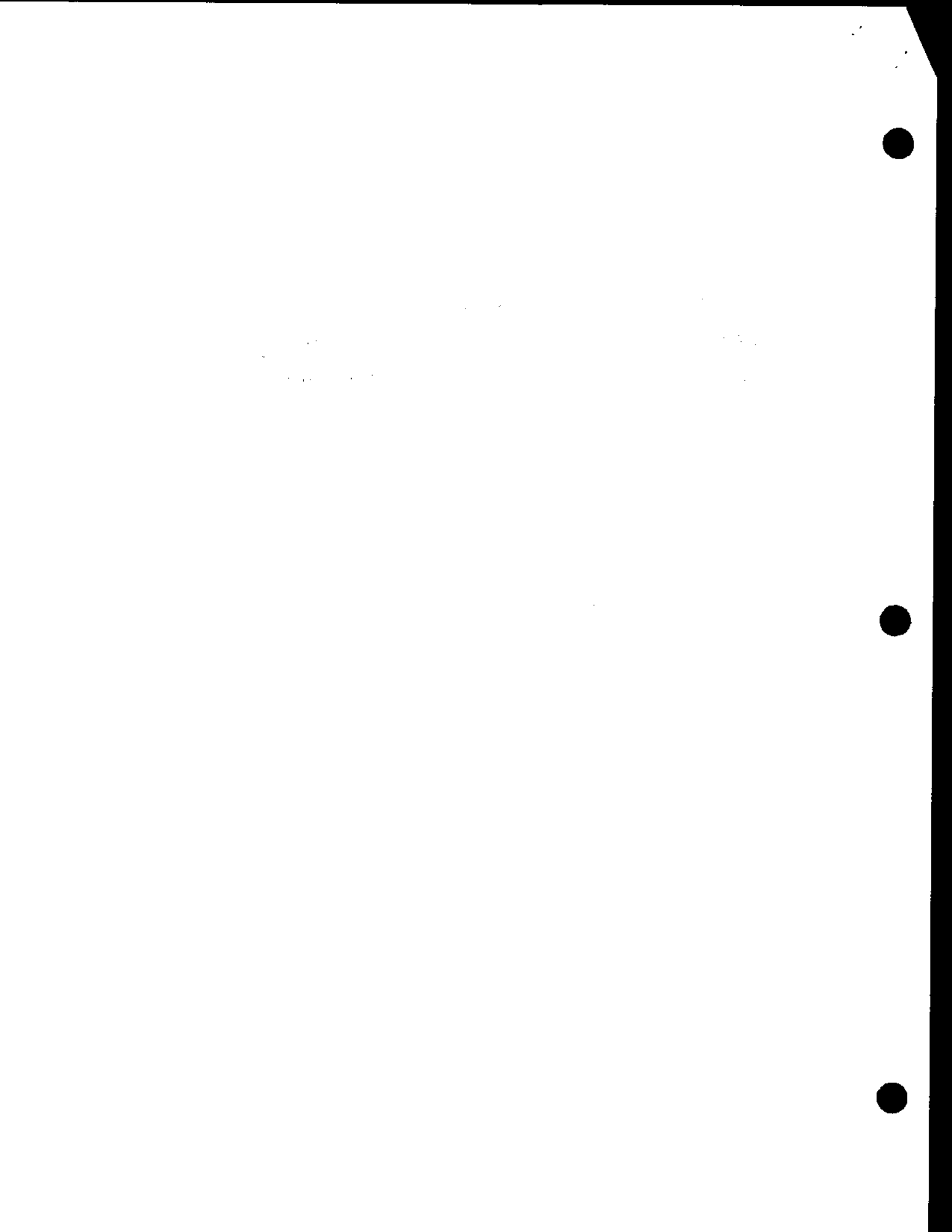
State of _____ County of _____ ss:

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

Notary Public or Commissioner of Deeds

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.



ACKNOWLEDGEMENT OF PRINCIPAL, OF A CORPORATION

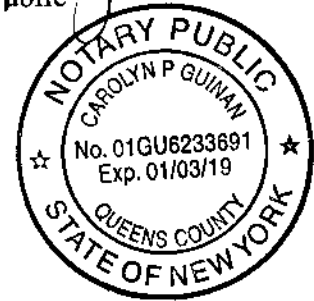
STATE OF New York

SS:

COUNTY OF QUEENS

On this 12th day of FEBRUARY, 2016 before me personally came MICHAEL F. CERVONI to me known, who, being by me duly sworn did depose and say that he resides at 13 MAPLE AVE, LOUST VALLEY, NY that he is the VICE PRESIDENT of JLS V ENTERPRISES, 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 the foregoing instrument is such seal; that it was an affixed by order of the board of directors of said corporation; and that he signed his name thereto by like order.

Caroline Guinan
Notary Public



STATE OF New York

SS:

COUNTY OF Nassau

On this 10th day of February, 2016, before me personally came Robert Kempner to me known, who, being by me duly sworn, did depose and say that he is an Attorney-In-Fact of Liberty Mutual 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 and 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.

LYNN ANN INFANTI
Notary Public, State of New York
No. 011NG004351
Qualified in Suffolk County 2018
Commission Expires March 23, _____

My commission expires _____

L

Notary Public



THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 7203426

American Fire and Casualty Company
The Ohio Casualty Insurance Company

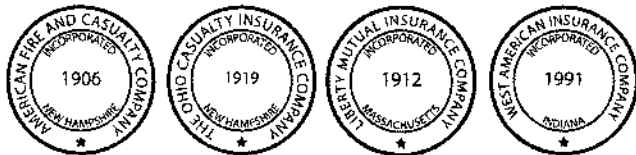
Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Joseph Sforzo; Robert Kempner; Robert W. O'Kane

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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 10th day of December, 2015.



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

By: David M. Carey
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 10th day of December, 2015, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2017
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

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

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

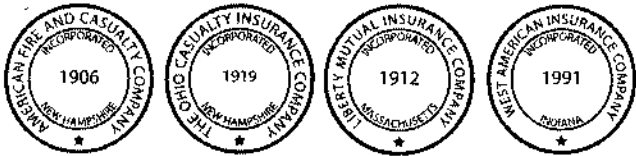
ARTICLE XIII - Execution of Contracts - SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 10th day of February, 2016.



By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

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

To confirm the validity of this Power of Attorney call 1-810-832-8240 between 9:00 am and 4:30 pm EST on any business day.



LIBERTY MUTUAL INSURANCE COMPANY
 FINANCIAL STATEMENT — DECEMBER 31, 2014

Assets		Liabilities	
Cash and Bank Deposits	\$744,027,142	Unearned Premiums	\$6,258,178,795
*Bonds — U.S. Government	1,719,317,704	Reserve for Claims and Claims Expense	16,879,324,613
*Other Bonds	11,205,872,037	Funds Held Under Reinsurance Treaties	211,933,709
*Stocks	9,533,437,819	Reserve for Dividends to Policyholders	1,248,547
Real Estate	277,942,849	Additional Statutory Reserve	43,577,537
Agents' Balances or Uncollected Premiums	4,153,041,316	Reserve for Commissions, Taxes and Other Liabilities	2,664,243,124
Accrued Interest and Rents	129,261,353	Total	\$26,085,858,680
Other Admitted Assets	<u>14,896,464,393</u>	Special Surplus Funds	\$53,954,363
		Capital Stock	13,000,000
		Paid in Surplus	8,829,117,542
		Unassigned Surplus	7,676,223,033
Total Admitted Assets	<u>\$42,655,158,668</u>	Surplus to Policyholders	16,569,299,988
		Total Liabilities and Surplus	<u>\$42,655,158,668</u>



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

I, TIM MKOLAJEWSKI, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the foregoing is a true and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2014, to the best of my knowledge and belief

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 2nd day of March, 2015

T. Mkolajewski

Assistant Secretary

Payment Bond (Pages 85 to 88): Use for any contract for which a Payment Bond is required.

PAYMENT BOND (Page 1)

Bond # 015050239

PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS, That we, _____

J.L.J. V Enterprises, Inc.

213-19 99th Ave

Queens Village, NY 11429

hereinafter referred to as the "Principal", and _____

Liberty Mutual Insurance Company

1200 MacArthur Blvd.

Mahwah, NJ 07043

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

Two Million Five Hundred Ten Thousand Seven Hundred Seventy And No/100THS

\$2,510,770.00

(\$ _____) 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: PV678-BCA - E-PIN: 85015B0137001 - DDC PIN: 8502015PV0014C - G.C. Work - Bronx Council on the Arts Facility 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 85 to 88): Use for any contract for which a Payment Bond is required.

PAYMENT BOND (Page 2)

of the Project regardless of any contractual relationship between the Principal or such Subcontractors, or his or their successors or assigns, on the one hand and such laborers or mechanics on the other, but not including office employees not regularly stationed at the site of the project; and

(b) Materials and supplies (whether incorporated in the permanent structure or not), as well as teams, fuels, oils, implements or machinery furnished, used or consumed by said Principal or any subcontractor at or in the vicinity of the site of the Project in the prosecution of the Work under said Contract and any amendment or extension thereof or addition thereto; then this obligation shall be void, otherwise to remain in full force and effect.

This bond is subject to the following additional conditions, limitations and agreements:

(a) The Principal and Surety (Sureties) agree that this bond shall be for the benefit of any materialmen or laborer having a just claim, as well as the City itself.

(b) All persons who have performed labor, rendered services or furnished materials and supplies, as aforesaid, shall have a direct right of action against the Principal and his, its or their successors and assigns, and the Surety (Sureties) herein, or against either or both or any of them and their successors and assigns. Such persons may sue in their own name, and may prosecute the suit to judgment and execution without the necessity of joining with any other persons as party plaintiff.

(c) The Principal and Surety (Sureties) agree that neither of them will hold the City liable for any judgment for costs of otherwise, obtained by either or both of them against a laborer or materialman in a suit brought by either a laborer or materialman under this bond for moneys allegedly due for performing work or furnishing material.

(d) The Surety (Sureties) or its successors and assigns shall not be liable for any compensation recoverable by an employee or laborer under the Workmen's Compensation Law.

(e) In no event shall the Surety (Sureties), or its successors or assigns, be liable for a greater sum than the penalty of this bond or be subject to any suit, action or proceeding hereon that is instituted by any person, firm, or corporation hereunder later than two years after the complete performance of said Contract and final settlement thereof.

The Principal, for himself and his successors and assigns, and the Surety (Sureties), for itself and its successors and assigns, do hereby expressly waive any objection that might be interposed as to the right of the City to require a bond containing the foregoing provisions, and they do hereby further expressly waive any defense which they or either of them might interpose to an action brought hereon by any person, firm or corporation, including subcontractors, materialmen and third persons, for work, labor, services, supplies or material performed rendered, or furnished as aforesaid upon the ground that there is no law authorizing the City to require the foregoing provisions to be placed in this bond.

And the Surety (Sureties), for value received, for itself and its successors and assigns, hereby stipulates and agrees that the obligation of said Surety (Sureties), and its bonds shall be in no way impaired or affected by any extension of time, modification, omission, addition, or change in or of the said Contract or the work to be performed thereunder, or by any payment thereunder before the time required therein, or by any waiver of any provisions thereof, or by any assignment, subletting or other transfer thereof or of any part thereof, or of any Work to be performed, or any moneys due to become due thereunder and said Surety (Sureties) does hereby waive notice of any and all of such extensions, modifications, omissions, additions, changes, payments, waivers, assignments, subcontracts and transfers, and hereby expressly stipulates and agrees that any and all things done and omitted to be done by and in relation to assignees, Subcontractors, and other transferees shall have the same effect as to said Surety (Sureties) as though done or omitted to be done or in relation to said Principal.

Payment Bond (Pages 85 to 88): Use for any contract for which a Payment Bond is required.

PAYMENT BOND (Page 3)

IN WITNESS WHEREOF, the Principal and the Surety (Sureties) have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereunto affixed and these presents to be signed by their proper officers, this 10th day of February, 2016.

(Seal) J.L.J. V Enterprises, Inc. _____ (L.S.)
Principal
By: *Michael F. Carvoni*
MICHAEL F. CARVONI, VICE PRESIDENT

(Seal) Liberty Mutual Insurance Company _____
Surety
By: *Robert Kempner*
Robert Kempner, Attorney-In-Fact

(Seal) _____
Surety
By: _____

(Seal) _____
Surety
By: _____

(Seal) _____
Surety
By: _____

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

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

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

Payment Bond (Pages 85 to 88): Use for any contract for which a Payment Bond is required.

PAYMENT BOND (Page 4)

ACKNOWLEDGEMENT OF PRINCIPAL, IF A CORPORATION

State of New York County of Queens ss:

On this 12th day of February 2016, before me personally came Michael F. Cerzvo-1 to me known, who, being by me duly sworn did depose and say that he resides at 12 MAPLE AVE LOCUST VALLEY, NY that he is the VICE 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.

Carolyn P. Guinan
Notary Public or Commissioner of Deeds



ACKNOWLEDGEMENT OF PRINCIPAL, IF A PARTNERSHIP

State of _____ County of _____ ss:

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

Notary Public or Commissioner of Deeds

ACKNOWLEDGEMENT OF PRINCIPAL, IF AN INDIVIDUAL

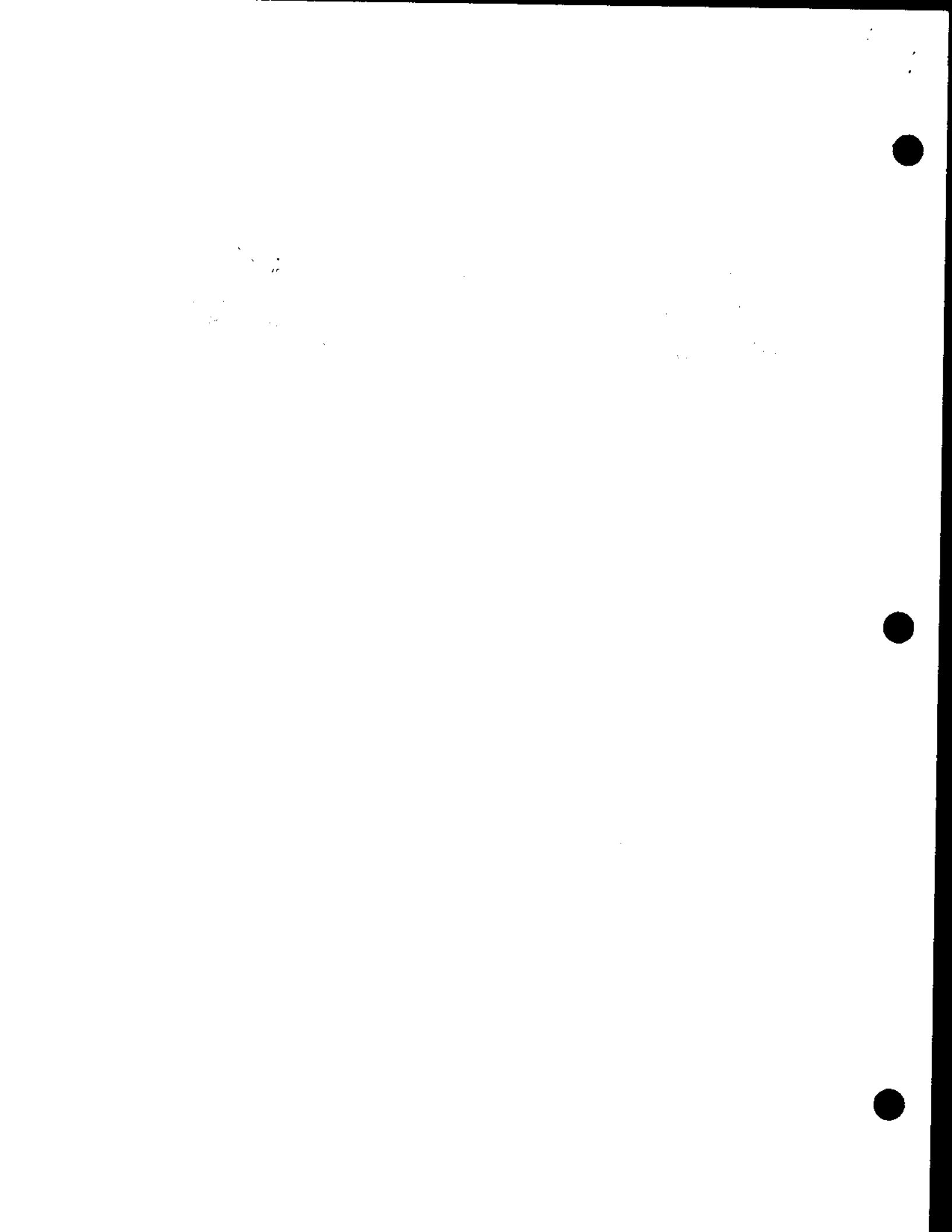
State of _____ County of _____ ss:

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

Notary Public or Commissioner of Deeds

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.



ACKNOWLEDGEMENT OF PRINCIPAL, OF A CORPORATION

STATE OF New York

SS:

COUNTY OF Queens

On this 12th day of February, 2016 before me personally came Michael F. Cervoni to me known, who, being by me duly sworn did depose and say that he resides at 13 Maple Ave, Locust Valley, NY that he is the VICE PRESIDENT of JLS V Enterprises, 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 the foregoing instrument is such seal; that it was an affixed by order of the board of directors of said corporation; and that he signed his name thereto by like order.

Caroline Guinan
Notary Public



STATE OF New York

SS:

COUNTY OF Nassau

On this 10th day of February, 2016, before me personally came Robert Kempner to me known, who, being by me duly sworn, did depose and say that he is an Attorney-In-Fact of Liberty Mutual 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 and 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.

LYNN ANN INFANTI
Notary Public, State of New York
No. 01IN6004351
Qualified in Suffolk County 2018
Commission Expires March 23, 2018

My commission expires _____

L

Notary Public

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 7203425

American Fire and Casualty Company
The Ohio Casualty Insurance Company

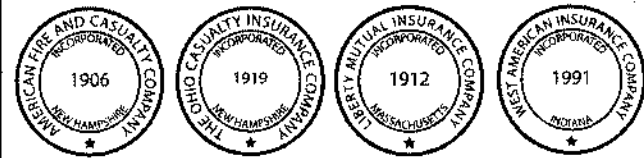
Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"); pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Joseph Sforzo; Robert Kempner; Robert W. O'Kane

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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 10th day of December, 2015.



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

By: David M. Carey
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 10th day of December, 2015, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2017
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

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

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

ARTICLE XIII - Execution of Contracts - SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 10th day of February, 2016.



By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

Not valid for mortgage, note, letter of credit, currency rate, interest rate or dual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.



LIBERTY MUTUAL INSURANCE COMPANY
 FINANCIAL STATEMENT — DECEMBER 31, 2014

Assets		Liabilities	
Cash and Bank Deposits	5744,227,114	Unearned Premiums	56,233,173,795
Bonds — U.S. Government	1,713,117,704	Reserve for Claims and Claims Expense	15,579,324,613
Other Bonds	11,275,872,037	Funds Held Under Reinsurance Treaties	211,933,069
Stocks	9,533,437,819	Reserve for Dividends to Policyholders	1,246,547
Real Estate	277,742,849	Additional Statutory Reserve	43,877,537
Agents' Balances or Uncollected Premiums	4,153,041,316	Reserve for Commissions, Taxes and Other Liabilities	2,664,243,124
Accrued Interest and Rents	129,261,358	Total	526,085,858,680
Other Admitted Assets	<u>14,896,464,323</u>	Special Surplus Funds	533,954,363
		Capital Stock	10,000,000
		Paid in Surplus	8,829,117,542
		Unassigned Surplus	7,676,223,033
Total Admitted Assets	<u>542,655,158,668</u>	Surplus to Policyholders	16,569,299,988
		Total Liabilities and Surplus	<u>542,655,158,668</u>



* Bonds are stated at amortized or investment value. Stocks at Association Market Values
 The foregoing financial information is taken from Liberty Mutual Insurance Company's financial statement filed with the state of Massachusetts Department of Insurance

I, TIM MIKOLAJEWSKI, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the foregoing is a true and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2014, to the best of my knowledge and belief

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 21th day of
 Feb. 2015

Tim Mikolajewski

Assistant Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/11/2016

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 Capacity Group of New York LLC 1983 Marcus Avenue Suite 140 Lake Success NY 11042	CONTACT NAME: Stormie McLeod	
	PHONE (A/C. No. Ext.): 516-280-7676	FAX (A/C. No.): 516-280-7677
E-MAIL ADDRESS: smcleod@capacityny.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Harleyville Insurance Co		25674
INSURER B: Mt Hawley Insurance Company		37974
INSURER C: Columbia Casualty Company		31127
INSURER D:		
INSURER E:		
INSURER F:		


COVERAGES **CERTIFICATE NUMBER:** 1569341439 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	Y	Y	GLD0000075545J	5/31/2015	5/31/2016	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	BA00000049891T	5/31/2015	5/31/2016	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	MXL0422188	5/31/2015	5/31/2016	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 Products/Comp/OP Agg \$5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	Equipment Breakdown Prof/Pollution			CZB5099753683	11/1/2015	11/1/2016	Limit 600,000 Limit 1MM/2MM

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Subject to Policy Terms & Conditions...
 RE: FMS ID: PV678 BCA E PIN: 85015B0137001- Bronx Council on the Arts Facility Renovation
 The City of New York including its officials and employees are included as Additional Insured where required by contract with regard to work being performed for them by the Insured.

CERTIFICATE HOLDER NYC Department of Design and Construction 30-30 Thomson Avenue Long Island City NY 11101	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	--

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.

Capacity Group of New York LLC

[Name of broker or agent (typewritten)]
1983 Marcus Ave Ste 140
Lake Success, New York 11042

[Address of broker or agent (typewritten)]

rsalem@capacityny.com

[Email address of broker or agent (typewritten)]

516-280-7676 / 516-280-7677

[Phone number/Fax number of broker or agent (typewritten)]

Robert Salem

[Signature of authorized official or broker or agent]

Robert Salem - President

[Name and title of authorized official, broker or agent (typewritten)]

State of New York)
County of NASSAU) ss:

Sworn to before me this

11 day of February, 2016

Bridget Ann Lardo
NOTARY PUBLIC FOR THE STATE OF New York

BRIDGET ANN LARDO
NOTARY PUBLIC-STATE OF NEW YORK
No. 011A6211646
Qualified In Queens County
My Commission Expires September 21, 2017

Performance Bond #1 (Pages 90 to 93): Use if the total contract price is \$5 Million Or Less. Performance Bond #1 has been approved by the U.S. Small Business Administration ("SBA") for participation in its Bond Guarantee Program.

PERFORMANCE BOND #1 (Page 2)

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 90 to 93): Use if the total contract price is \$5 Million Or Less. Performance Bond #1 has been approved by the U.S. Small Business Administration ("SBA") for participation in its Bond Guarantee Program.

PERFORMANCE BOND #1 (Page 3)

IN WITNESS WHEREOF, the Principal and the Surety (Sureties) have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereunto affixed and these presents to be signed by their proper officers, this _____ day of _____, _____.

(Seal) _____ (L.S.)
Principal

By: _____

(Seal) _____
Surety

By: _____

(Seal) _____
Surety

By: _____

(Seal) _____
Surety

By: _____

Bond Premium Rate _____

Bond Premium Cost _____

If the Contractor (Principal) is a partnership, the bond should be signed by each of the individuals who are partners.

If the Contractor (Principal) is a corporation, the bond should be signed in its correct corporate name by a duly authorized officer, agent, or attorney-in-fact.

There should be executed an appropriate number of counterparts of the bond corresponding to the number of counterparts of the Contract.

Performance Bond #1 (Pages 90 to 93): Use if the total contract price is \$5 Million Or Less. Performance Bond #1 has been approved by the U.S. Small Business Administration ("SBA") for participation in its Bond Guarantee Program.

PERFORMANCE BOND #1 (Page 4)

ACKNOWLEDGMENT OF PRINCIPAL, IF A CORPORATION

State of _____ County of _____ ss:

On this _____ day of _____, _____ before me personally came _____ to me known, who, being by me duly sworn did depose and say that he resides at _____ that he is the _____ of the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that one of the seals affixed to said instrument is such seal; that it was so affixed by order of the directors of said corporation, and that he signed his name thereto by like order.

Notary Public or Commissioner of Deeds

ACKNOWLEDGMENT OF PRINCIPAL, IF A PARTNERSHIP

State of _____ County of _____ ss:

On this _____ day of _____, _____ before me personally appeared _____ to me known, and known to me to be one of the members of the firm of _____ described in and who executed the foregoing instrument; and he acknowledged to me that he executed the same as and for the act and deed of said firm.

Notary Public or Commissioner of Deeds

ACKNOWLEDGMENT OF PRINCIPAL, IF AN INDIVIDUAL

State of _____ County of _____ ss:

On this _____ day of _____, _____ before me personally appeared _____ to me known, and known to me to be the person described in and who executed the foregoing instrument; and acknowledged that he executed the same.

Notary Public or Commissioner of Deeds

Each executed bond should be accompanied by: (a) appropriate acknowledgments of the respective parties; (b) appropriate duly certified copy of Power of Attorney or other certificate of authority where bond is executed by agent, officer or other representative of Principal or Surety; (c) a duly certified extract from By-Laws or resolutions of Surety under which Power of Attorney or other certificate of authority of its agent, officer or representative was issued, and (d) certified copy of latest published financial statement of assets and liabilities of Surety.

* * * * *

Affix Acknowledgments and Justification of Sureties

Performance Bond #2 (Pages 94 to 97): Use if the total contract price is more than \$5 Million.

PERFORMANCE BOND #2 (Page 1)

PERFORMANCE BOND #2

KNOW ALL PERSONS BY THESE PRESENTS, That we, _____

hereinafter referred to as the "Principal", and _____

hereinafter referred to as the "Surety" ("Sureties") are held and firmly bound to THE CITY OF NEW YORK, hereinafter referred to as the "City" or to its successors and assigns, in the penal sum of

(\$ _____) Dollars, lawful money of the United States, for the payment of which said sum of money well and truly to be made, we, and each of us, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal is about to enter, or has entered, into a Contract in writing with the City for

a copy of which Contract is annexed to and hereby made a part of this bond as though herein set forth in full;

Performance Bond #2 (Pages 94 to 97): Use if the total contract price is more than \$5 Million.

PERFORMANCE BOND #2 (Page2)

NOW, THEREFORE, the conditions of this obligation are such that if the Principal, his or its representatives or assigns, shall well and faithfully perform the said Contract and all modifications, amendments, additions and alterations thereto that may hereafter be made, according to its terms and its true intent and meaning, including repair and or replacement of defective work and guarantees of maintenance for the periods stated in the Contract, and shall fully indemnify and save harmless the City from all cost and damage which it may suffer by reason of the Principal's default of the Contract, and shall fully reimburse and repay the City for all outlay and expense which the City may incur in making good any such default and shall protect the said City of New York against, and pay any and all amounts, damages, cost and judgments which may or shall be recovered against said City or its officers or agents or which the said City of New York may be called upon to pay any person or corporation by reason of any damages arising or growing out of the Principal's default of the Contract, then this obligation shall be null and void, otherwise to remain in full force and effect.

The Surety (Sureties), for value received, hereby stipulates and agrees, upon written notice from the City that the City has determined that the Principal is in default of the Contract, to either (1) pay the full amount of the above penal sum in complete discharge and exoneration of this bond and of all the liabilities of the Surety relating to this bond, or (2) fully perform and complete the Work to be performed under the Contract, pursuant to the terms, conditions, and covenants thereof. The Surety (Sureties) further agrees, at its option, either to tender the penal sum or to commence and diligently perform the Work specified in the Contract, including physical site work, within twenty-five (25) business days after written notice thereof from the City and to complete all Work within the time set forth in the Contract or such other time as agreed to between the City and Surety in accordance with the Contract. The Surety and the City reserve all rights and defenses each may have against the other; provided, however, that the Surety expressly agrees that its reservation of rights shall not provide a basis for non-performance of its obligation to commence and to complete all Work as provided herein.

The Surety (Sureties), for value received, for itself and its successors and assigns, hereby stipulates and agrees that the obligation of said Surety (Sureties) and its bond shall be in no way impaired or affected by any extension of time, modification, omission, addition, or change in or to the said Contract or the Work to be performed thereunder, or by any payment thereunder before the time required therein, or by any waiver of any provisions thereof, or by any assignment, subletting or other transfer thereof or of any Work to be performed or any moneys due or to become due thereunder; and said Surety (Sureties) does hereby waive notice of any and all of such extensions, modifications, omissions, additions, changes, payments, waivers, assignments, subcontracts and transfers, and hereby expressly stipulates and agrees that any and all things done and omitted to be done by and in relation to assignees, subcontractors, and other transferees shall have the same effect as to said Surety (Sureties) as though done or omitted to be done by or in relation to said Principal.

Performance Bond #2 (Pages 94 to 97): Use if the total contract price is more than \$5 Million.

PERFORMANCE BOND #2 (Page 3)

IN WITNESS WHEREOF, the Principal and the Surety (Sureties) have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereunto affixed and these presents to be signed by their proper officers, this _____ day of _____, _____.

(Seal) _____ (L.S.)
Principal

By: _____

(Seal) _____
Surety

By: _____

(Seal) _____
Surety

By: _____

(Seal) _____
Surety

By: _____

(Seal) _____
Surety

By: _____

(Seal) _____
Surety

Bond Premium Rate _____

Bond Premium Cost _____

If the Contractor (Principal) is a partnership, the bond should be signed by each of the individuals who are partners.

If the Contractor (Principal) is a corporation, the bond should be signed in its correct corporate name by a duly authorized officer, agent, or attorney-in-fact.

There should be executed an appropriate number of counterparts of the bond corresponding to the number of counterparts of the Contract.

Performance Bond #2 (Pages 94 to 97): Use if the total contract price is more than \$5 Million.

PERFORMANCE BOND #2 (Page 4)

ACKNOWLEDGMENT OF PRINCIPAL, IF A CORPORATION

State of _____ County of _____ ss:

On this _____ day of _____, 20____ before me personally came _____ to me known, who, being by me duly sworn did depose and say that he/she resides at _____; that he/she is the _____ of _____ the corporation described in and which executed the foregoing instrument; and that he signed his name to the foregoing instrument by order of the directors of said corporation as the duly authorized and binding act thereof.

Notary Public or Commissioner of Deeds

ACKNOWLEDGMENT OF PRINCIPAL, IF A PARTNERSHIP

State of _____ County of _____ ss:

On this _____ day of _____, 20____ before me personally came _____ to me known, who, being by me duly sworn did depose and say that he/she resides at _____; that he/she is _____ partner of _____, a limited/general partnership existing under the laws of the State of _____ the partnership described in and which executed the foregoing instrument; and that he/she signed his/her name to the foregoing instrument as the duly authorized and binding act of said partnership.

Notary Public or Commissioner of Deeds

ACKNOWLEDGMENT OF PRINCIPAL, IF AN INDIVIDUAL

State of _____ County of _____ ss:

On this _____ day of _____, 20____ before me personally came _____ to me known, who, being by me duly sworn did depose and say that he/she resides at _____, and that he/she is the individual whose name is subscribed to the within instrument and acknowledged to me that by his/her signature on the instrument, said individual executed the instrument.

Notary Public or Commissioner of Deeds

Each executed bond should be accompanied by: (a) appropriate acknowledgments of the respective parties; (b) appropriate duly certified copy of Power of Attorney or other certificate of authority where bond is executed by agent, officer or other representative of Principal or Surety; (c) a duly certified extract from By-Laws or resolutions of Surety under which Power of Attorney or other certificate of authority of its agent, officer or representative was issued, and (d) certified copy of latest published financial statement of assets and liabilities of Surety.

* * * * *

Affix Acknowledgments and Justification of Sureties.

Payment Bond (Pages 98 to 101): Use for any contract for which a Payment Bond is required.

PAYMENT BOND (Page 1)

PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS, That we, _____

hereinafter referred to as the "Principal", and _____

hereinafter referred to as the "Surety" ("Sureties") are held and firmly bound to THE CITY OF NEW YORK, hereinafter referred to as the "City" or to its successors and assigns, in the penal sum of

(\$ _____) Dollars, lawful money of the United States, for the payment of which said sum of money well and truly to be made, we, and each of us, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal is about to enter, or has entered, into a Contract in writing with the City for

a copy of which Contract is annexed to and hereby made a part of this bond as though herein set forth in full;

NOW, THEREFORE, the conditions of this obligation are such that if the Principal, his or its representatives or assigns and other Subcontractors to whom Work under this Contract is sublet and his or their successors and assigns shall promptly pay or cause to be paid all lawful claims for

(a) Wages and compensation for labor performed and services rendered by all persons engaged in the prosecution of the Work under said Contract, and any amendment or extension thereof or addition thereto, whether such persons be agents servants or employees of the Principal or any such Subcontractor, including all persons so

Payment Bond (Pages 98 to 101): Use for any contract for which a Payment Bond is required.

PAYMENT BOND (Page 2)

engaged who perform the work of laborers or mechanics at or in the vicinity of the site of the Project regardless of any contractual relationship between the Principal or such Subcontractors, or his or their successors or assigns, on the one hand and such laborers or mechanics on the other, but not including office employees not regularly stationed at the site of the project; and

(b) Materials and supplies (whether incorporated in the permanent structure or not), as well as teams, fuels, oils, implements or machinery furnished, used or consumed by said Principal or any subcontractor at or in the vicinity of the site of the Project in the prosecution of the Work under said Contract and any amendment or extension thereof or addition thereto; then this obligation shall be void, otherwise to remain in full force and effect.

This bond is subject to the following additional conditions, limitations and agreements:

(a) The Principal and Surety (Sureties) agree that this bond shall be for the benefit of any materialmen or laborer having a just claim, as well as the City itself.

(b) All persons who have performed labor, rendered services or furnished materials and supplies, as aforesaid, shall have a direct right of action against the Principal and his, its or their successors and assigns, and the Surety (Sureties) herein, or against either or both or any of them and their successors and assigns. Such persons may sue in their own name, and may prosecute the suit to judgment and execution without the necessity of joining with any other persons as party plaintiff.

(c) The Principal and Surety (Sureties) agree that neither of them will hold the City liable for any judgment for costs of otherwise, obtained by either or both of them against a laborer or materialman in a suit brought by either a laborer or materialman under this bond for moneys allegedly due for performing work or furnishing material.

(d) The Surety (Sureties) or its successors and assigns shall not be liable for any compensation recoverable by an employee or laborer under the Workmen's Compensation Law.

(e) In no event shall the Surety (Sureties), or its successors or assigns, be liable for a greater sum than the penalty of this bond or be subject to any suit, action or proceeding hereon that is instituted by any person, firm, or corporation hereunder later than two years after the complete performance of said Contract and final settlement thereof.

The Principal, for himself and his successors and assigns, and the Surety (Sureties), for itself and its successors and assigns, do hereby expressly waive any objection that might be interposed as to the right of the City to require a bond containing the foregoing provisions, and they do hereby further expressly waive any defense which they or either of them might interpose to an action brought hereon by any person, firm or corporation, including subcontractors, materialmen and third persons, for work, labor, services, supplies or material performed rendered, or furnished as aforesaid upon the ground that there is no law authorizing the City to require the foregoing provisions to be placed in this bond.

And the Surety (Sureties), for value received, for itself and its successors and assigns, hereby stipulates and agrees that the obligation of said Surety (Sureties), and its bonds shall be in no way impaired or affected by any extension of time, modification, omission, addition, or change in or of the said Contract or the work to be performed thereunder, or by any payment thereunder before the time required therein, or by any waiver of any provisions thereof, or by any assignment, subletting or other transfer thereof or of any part thereof, or of any Work to be performed, or any moneys due to become due thereunder and said Surety (Sureties) does hereby waive notice of any and all of such extensions, modifications, omissions, additions, changes, payments, waivers, assignments, subcontracts and transfers, and hereby expressly stipulates and agrees that any and all things done and omitted to be done by and in relation to assignees, Subcontractors, and other transferees shall have the same effect as to said Surety (Sureties) as though done or omitted to be done or in relation to said Principal.

Payment Bond (Pages 98 to 101): Use for any contract for which a Payment Bond is required.

PAYMENT BOND (Page 3)

IN WITNESS WHEREOF, the Principal and the Surety (Sureties) have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereunto affixed and these presents to be signed by their proper officers, this _____ day of _____, _____.

(Seal) _____ (L.S.)
Principal

By: _____

(Seal) _____
Surety

By: _____

(Seal) _____
Surety

By: _____

(Seal) _____
Surety

By: _____

(Seal) _____
Surety

By: _____

If the Contractor (Principal) is a partnership, the bond should be signed by each of the individuals who are partners.

If the Contractor (Principal) is a corporation, the bond should be signed in its correct corporate name by a duly authorized officer, agent, or attorney-in-fact.

There should be executed an appropriate number of counterparts of the bond corresponding to the number of counterparts of the Contract.

Payment Bond (Pages 98 to 101): Use for any contract for which a Payment Bond is required.

PAYMENT BOND (Page 4)

ACKNOWLEDGMENT OF PRINCIPAL, IF A CORPORATION

State of _____ County of _____ ss:

On this _____ day of _____, _____ before me personally came to me known, who, being by me duly sworn did depose and say that he resides at _____ that he is the _____ of the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that one of the seals affixed to said instrument is such seal; that it was so affixed by order of the directors of said corporation, and that he signed his name thereto by like order.

Notary Public or Commissioner of Deeds

ACKNOWLEDGMENT OF PRINCIPAL, IF A PARTNERSHIP

State of _____ County of _____ ss:

On this _____ day of _____, _____ before me personally appeared to me known, and known to me to be one of the members of the firm of _____ described in and who executed the foregoing instrument; and he acknowledged to me that he executed the same as and for the act and deed of said firm.

Notary Public or Commissioner of Deeds

ACKNOWLEDGMENT OF PRINCIPAL, IF AN INDIVIDUAL

State of _____ County of _____ ss:

On this _____ day of _____, _____ before me personally appeared to me known, and known to me to be the person described in and who executed the foregoing instrument; and acknowledged that he executed the same.

Notary Public or Commissioner of Deeds

Each executed bond should be accompanied by: (a) appropriate acknowledgments of the respective parties; (b) appropriate duly certified copy of Power of Attorney or other certificate of authority where bond is executed by agent, officer or other representative of Principal or Surety; (c) a duly certified extract from By-Laws or resolutions of Surety under which Power of Attorney or other certificate of authority of its agent, officer or representative was issued, and (d) certified copy of latest published financial statement of assets and liabilities of Surety.

* * * * *

Affix Acknowledgments and Justification of Sureties

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OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

LABOR LAW §220 PREVAILING WAGE SCHEDULE

Workers, Laborers and Mechanics employed on a public work project must receive not less than the prevailing rate of wage and benefits for the classification of work performed by each upon such public work. Pursuant to Labor Law §220 the Comptroller of the City of New York has promulgated this schedule solely for Workers, Laborers and Mechanics engaged by private contractors on New York City public work contracts.

This schedule is a compilation of separate determinations of the prevailing rate of wage and supplements made by the Comptroller for each trade classification listed herein pursuant to New York State Labor Law section 220 (5). The source of the wage and supplement rates, whether a collective bargaining agreement, survey data or other, is listed at the end of each classification.

Agency Chief Contracting Officers should contact the Bureau of Labor Law's Classification Unit with any questions concerning trade classifications, prevailing rates or prevailing practices with respect to procurement on New York City public works contracts. Contractors are advised to review the Comptroller's Prevailing Wage Schedule before bidding on public works contracts. Contractors with questions concerning trade classifications, prevailing rates or prevailing practices with respect to public works contracts in the procurement stage must contact the contracting agency responsible for the procurement.

Any error as to compensation under the prevailing wage law or other information as to trade classification, made by the contracting agency in the contract documents or in any other communication, will not preclude a finding against the contractor of prevailing wage violation.

Any questions concerning trade classifications, prevailing rates or prevailing practices on New York City public works contracts that have already been awarded may be directed to the Bureau of Labor Law's Classification Unit by calling (212) 669-7974. 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: Wasył 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.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Prevailing rates and ratios for apprentices are attached to this schedule in the Appendix. Pursuant to Labor Law §220 (3-e), only apprentices who are individually registered in a bona fide program to which the employer contractor is a participant, registered with the New York State Department of Labor, may be employed on a public work project. Workers who are not journey persons or not registered apprentices pursuant to Labor Law §220 (3-e) may not be substituted for apprentices and must be paid as journey persons.

Public Work construction, reconstruction, demolition, excavation, rehabilitation, repair, renovation, alteration, or improvement contracts awarded pursuant to a Project Labor Agreement ("PLA") in accordance with Labor Law section 222 may have different labor standards for shift, premium and overtime work. Please refer to the PLA's pre-negotiated labor agreements for wage and benefit rates applicable to work performed outside of the regular workday. More information is available at the Mayor's Office of Contract Services (MOCS) web page at <http://www.nyc.gov/html/mocs/html/vendors/pla.shtml>.

All the provisions of Labor Law section 220 remain applicable to PLA work including, but not limited to, the enforcement of prevailing wage requirements by the Comptroller; however, we will enforce shift, premium, overtime and other non-standard rates as they appear in a project's pre-negotiated labor agreement.

In order to meet their obligation to provide prevailing supplemental benefits to each covered employee, employers must either:

- 1) Provide bona-fide 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.

Wasył 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: 7/1/2015 - 6/30/2016

Wage Rate per Hour: **\$36.00**

Supplemental Benefit Rate per Hour: **\$15.95**

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: 7/1/2015 - 6/30/2016

Wage Rate per Hour: **\$46.89**

Supplemental Benefit Rate per Hour: **\$41.19**

Blaster (Hydraulic)

Effective Period: 7/1/2015 - 6/30/2016

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Wage Rate per Hour: **\$47.71**
Supplemental Benefit Rate per Hour: **\$41.19**

Blaster - Trac Drill Hydraulic

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: **\$42.25**
Supplemental Benefit Rate per Hour: **\$41.19**

Blaster - Wagon: Air Trac: Quarry Bar: Drillrunners

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: **\$41.46**
Supplemental Benefit Rate per Hour: **\$41.19**

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: 7/1/2015 - 6/30/2016
Wage Rate per Hour: **\$40.42**
Supplemental Benefit Rate per Hour: **\$41.19**

Blaster - Powder Carriers

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: **\$36.53**
Supplemental Benefit Rate per Hour: **\$41.19**

Blaster - Hydraulic Trac Drill Chuck Tender

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: **\$35.25**
Supplemental Benefit Rate per Hour: **\$41.19**

Blaster - Chuck Tender & Nipper

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: **\$34.50**
Supplemental Benefit Rate per Hour: **\$41.19**

Blaster - Magazine Keepers: (Watch Person)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: **\$20.68**
Supplemental Benefit Rate per Hour: **\$41.19**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Overtime Description

Magazine Keepers:

Time and one half for work performed in excess of forty (40) hours per week and for work performed on Saturdays, Sundays and Holidays.

All Other Employees:

Time and one-half for the first eight hours of work on Saturday and for Make-up Time. Double time for all hours over eight Monday through Friday (except make-up hours) and for all hours worked on Sunday and Holidays.

Overtime

Double time the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Presidential Election Day

Thanksgiving Day

Christmas Day

Paid Holidays

None

Shift Rates

A single shift shall be 8 hours plus an unpaid lunch, starting at 8:00 A.M (or between 6:00 A.M. and 10:00 A.M. on weekdays). When two (2) shifts are employed, each shift shall be 8 hours plus ½ hour unpaid lunch. When three (3) shifts are employed, each shift will work seven and one-half (7 ½) hours, but will be paid for eight (8) hours, since only one-half (½) hour is allowed for mealtime. When two (2) or more shifts are employed, single time will be paid for each shift. The first 8 hours of any and all work performed Monday through Friday inclusive of any off-shift shall be at the single time rate.

(Local #29)

BOILERMAKER

Boilermaker

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$51.56

Supplemental Benefit Rate per Hour: \$41.69

Supplemental Note: For time and one half overtime - \$61.94 For double overtime - \$82.18

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Overtime Description

For Repair and Maintenance work:
Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.
For New Construction work:
Double time the regular rate after an 8 hour day.
Double time the regular time rate for Saturday.
Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).
New Year's Day
President's Day
Memorial Day
Independence Day
Columbus Day
Election Day
Veteran's Day
Thanksgiving Day
Christmas Day

Quadruple time the regular rate for work on the following holiday(s).
Labor Day

Paid Holidays

Good Friday
Day after Thanksgiving
Day before Christmas
Day before New Year's Day

Shift Rates

When shifts are required, the first shift shall work eight (8) hours at the regular straight-time hourly rate. The second shift shall work seven and one-half (7 ½) hours and receive eight hours at the regular straight time hourly rate plus twenty-five cents (\$0.25) per hour. The third shift shall work seven (7) hours and receive eight hours at the regular straight time hourly rate plus fifty cents (\$0.50) per hour. A thirty (30) minute lunch period shall not be considered as time worked. Work in excess of the above shall be paid overtime at the appropriate new construction work or repair work overtime wage and supplemental benefit hourly rate.

(Local #5)

BRICKLAYER

Bricklayer

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: \$48.91

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Supplemental Benefit Rate per Hour: \$28.03

Overtime

Time and one half the regular rate after a 7 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

Paid Holidays

None

Shift Rates

Overtime rates to be paid outside the regular scheduled work day.

(Bricklayer District Council)

CARPENTER - BUILDING COMMERCIAL

Building Commercial

Effective Period: 7/1/2015 - 6/30/2016

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.

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

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: 7/1/2015 - 6/30/2016

Wage Rate per Hour: **\$50.50**

Supplemental Benefit Rate per Hour: **\$46.65**

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Paid Holidays

None

Shift Rates

Off shift work commencing between 5:00 P.M. and 11:00 P.M. shall work eight and one half hours allowing for one half hour for lunch. The wage rate shall be 113% of the straight time hourly wage rate.

(Carpenters District Council)

CARPENTER - SIDEWALK SHED, SCAFFOLD AND HOIST

Carpenter - Hod Hoist

(Assisted by Mason Tender)

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$49.60

Supplemental Benefit Rate per Hour: \$43.00

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.

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.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
\$220 PREVAILING WAGE SCHEDULE

(Carpenters District Council)

CEMENT & CONCRETE WORKER

Cement & Concrete Worker

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: **\$42.48**

Supplemental Benefit Rate per Hour: **\$26.57**

Supplemental Note: \$29.32 on Saturdays; \$32.07 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: 7/1/2015 - 6/30/2016

Wage Rate per Hour: **\$38.88**

Supplemental Benefit Rate per Hour: **\$39.80**

Supplemental Note: For time and one half overtime - \$49.05; For double overtime - \$58.30

Overtime Description

Time and one-half the regular rate after an 8 hour day, double time the regular rate after 10 hours. Time and one-half the regular rate on Saturday, double time the regular rate after 10 hours. Double time the regular rate on Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Good Friday

Memorial Day

Independence Day

Labor Day

Columbus Day

Presidential Election Day

Thanksgiving Day

Christmas Day

Paid Holidays

Any worker who reports to work on Christmas Eve or New Year's Eve pursuant to his employer's instruction shall be entitled to three (3) hours afternoon pay without working.

Shift Rates

For an off shift day, (work at times other than the regular 7:00 A.M. to 3:30 P.M. work day) a cement mason shall be paid at the regular hourly rate plus a 25% per hour differential. Four Days a week at Ten (10)hour day.

(Local #780)

CORE DRILLER

Core Driller

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: **\$36.82**

Supplemental Benefit Rate per Hour: **\$22.69**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
\$220 PREVAILING WAGE SCHEDULE

Core Driller Helper

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: \$29.44
Supplemental Benefit Rate per Hour: \$22.69

Core Driller Helper(Third year in the industry)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: \$26.50
Supplemental Benefit Rate per Hour: \$22.69

Core Driller Helper (Second year in the industry)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: \$23.55
Supplemental Benefit Rate per Hour: \$22.69

Core Driller Helper (First year in the industry)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: \$20.61
Supplemental Benefit Rate per Hour: \$22.69

Overtime Description

Time and one half the regular rate for work on a holiday plus Holiday pay when worked.

Overtime

Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.
Time and one half the regular rate for work on the following holiday(s).

Paid Holidays

New Year's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

Shift Rates

The shift day shall be the continuous eight and one-half (8½) hours from 6:00 A.M. to 2:30 P.M. and from 2:30 P.M. to 11:00 P.M., including one-half (½) hour of employees regular rate of pay for lunch. When two (2) or more shifts are employed, single time shall be paid for each shift, but those employees employed on a shift other than from 8:00 A.M. to 5:00 P.M. shall, in addition, receive seventy-five cents (\$0.75) per hour differential for each hour worked. When three (3) shifts are needed, each shift shall work seven and one-half (7 ½) hours paid for eight (8) hours of labor and be permitted one-half (½) hour for mealtime.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

(Carpenters District Council)

DERRICKPERSON AND RIGGER

Derrick Person & Rigger

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: **\$44.84**

Supplemental Benefit Rate per Hour: **\$49.28**

Supplemental Note: The above supplemental rate applies for work performed in Manhattan, Bronx, Brooklyn and Queens. \$50.70 - 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: 7/1/2015 - 6/30/2016

Wage Rate per Hour: **\$63.82**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
\$220 PREVAILING WAGE SCHEDULE

Supplemental Benefit Rate per Hour: \$46.65

Diver Tender (Marine)

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$45.47

Supplemental Benefit Rate per Hour: \$46.65

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: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$50.50

Supplemental Benefit Rate per Hour: \$46.65

Overtime

Time and one half the regular rate after an 8 hour day.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

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: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$39.53

Supplemental Benefit Rate per Hour: \$41.59

Supplemental Note: Over 40 hours worked: time and one half rate \$16.94, double time rate \$22.58

Driver - Tractor Trailer

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$39.50

Supplemental Benefit Rate per Hour: \$43.35

Supplemental Note: For over 40 hours worked: at time and one half - \$16.65; at double time - \$22.20

Driver - Euclid & Turnapull Operator

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$40.06

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Supplemental Benefit Rate per Hour: **\$43.35**

Supplemental Note: Over 40 hours worked: time and one half rate \$16.65 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: 7/1/2015 - 6/30/2016

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

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: 7/1/2015 - 6/30/2016
Wage Rate per Hour: \$54.00
Supplemental Benefit Rate per Hour: \$50.03

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Electrician "A" (Regular Day Overtime)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: \$81.00
Supplemental Benefit Rate per Hour: \$53.41

Electrician "A" (Day Shift)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: \$54.00
Supplemental Benefit Rate per Hour: \$50.03

Electrician "A" (Day Shift Overtime After 8 hours)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: \$81.00
Supplemental Benefit Rate per Hour: \$53.41

Electrician "A" (Swing Shift)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: \$63.36
Supplemental Benefit Rate per Hour: \$56.94

Electrician "A" (Swing Shift Overtime After 7.5 hours)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: \$95.04
Supplemental Benefit Rate per Hour: \$60.91

Electrician "A" (Graveyard Shift)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: \$70.97
Supplemental Benefit Rate per Hour: \$62.78

Electrician "A" (Graveyard Shift Overtime After 7 hours)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: \$106.46
Supplemental Benefit Rate per Hour: \$67.23

Overtime

Time and one half the regular rate after a 7 hour day.
Time and one half the regular rate for Saturday.
Time and one half the regular rate for Sunday.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

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 \$24.39.

Electrician "M" (First 8 hours)

"M" rated work shall be defined as jobbing: electrical work of limited duration and scope, also consisting of repairs and/or replacement of electrical and tele-data equipment. Includes all work necessary to retrofit, service, maintain and repair all kinds of lighting fixtures and local lighting controls and washing and cleaning of foregoing fixtures.

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$27.50

Supplemental Benefit Rate per Hour: \$20.82

First and Second Year "M" Wage Rate Per Hour: \$23.00

First and Second Year "M" Supplemental Rate: \$18.56

Electrician "M" (Overtime After First 8 hours)

"M" rated work shall be defined as jobbing: electrical work of limited duration and scope, also consisting of repairs and/or replacement of electrical and tele-data equipment. Includes all work necessary to retrofit, service, maintain and repair all kinds of lighting fixtures and local lighting controls and washing and cleaning of foregoing fixtures.

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$41.25

Supplemental Benefit Rate per Hour: \$22.54

First and Second Year "M" Wage Rate Per Hour: \$34.50

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

First and Second Year "M" Supplemental Rate: \$20.00

Overtime

Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Time and one half the regular rate for Sunday.

Overtime Holidays

Time and one half the regular rate for work on the following holiday(s).

New Year's Day
Martin Luther King Jr. Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Paid Holidays

None

(Local #3)

ELECTRICIAN - ALARM TECHNICIAN

(Scope of Work - Inspect, test, repair, and replace defective, malfunctioning, or broken devices, components and controls of Fire, Burglar and Security Systems)

Alarm Technician

Effective Period: 7/1/2015 - 3/9/2016

Wage Rate per Hour: \$31.40

Supplemental Benefit Rate per Hour: \$14.76

Supplemental Note: \$13.26 only after 8 hours worked in a day

Effective Period: 3/10/2016 - 6/30/2016

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

Overtime Description

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

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: 7/1/2015 - 6/30/2016

Wage Rate per Hour: **\$54.00**

Supplemental Benefit Rate per Hour: **\$51.86**

Electrician - Electro Pole Foundation Installer

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
\$220 PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: \$40.93
Supplemental Benefit Rate per Hour: \$39.46

Electrician - Electro Pole Maintainer

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: \$35.05
Supplemental Benefit Rate per Hour: \$35.51

Overtime Description

Electrician - Electro Pole Electrician: Time and one half the regular rate after a 7 hour day and after 5 consecutive days worked per week.

Electrician - Electro Pole Foundation Installer: Time and one half the regular rate after 8 hours within a 24 hour period and Saturday and Sunday.

Electrician - Electro Pole Maintainer: Time and one half the regular rate after a 7 hour day and after 5 consecutive days worked per week. Saturdays and Sundays may be used as a make-up day at straight time when a day is lost during the week to inclement weather.

Overtime Holidays

Time and one half the regular rate for work on the following holiday(s).

New Year's Day
Martin Luther King Jr. Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Paid Holidays

None

(Local #3)

ELEVATOR CONSTRUCTOR

Elevator Constructor

Effective Period: 7/1/2015 - 3/16/2016
Wage Rate per Hour: \$59.55
Supplemental Benefit Rate per Hour: \$31.07

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Effective Period: 3/17/2016 - 6/30/2016
Wage Rate per Hour: \$60.96
Supplemental Benefit Rate per Hour: \$32.67

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: 7/1/2015 - 3/16/2016
Wage Rate per Hour: \$46.92
Supplemental Benefit Rate per Hour: \$30.91

Effective Period: 3/17/2016 - 6/30/2016
Wage Rate per Hour: \$47.91
Supplemental Benefit Rate per Hour: \$32.51

Overtime Description

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
\$220 PREVAILING WAGE SCHEDULE

For Scheduled Service Work: Double time - work scheduled in advance by two or more workers performed on Sundays, Holidays, and between midnight and 7:00am.

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Time and one half the regular rate for Sunday.

Time and one half the regular rate for work on a holiday plus the day's pay.

Paid Holidays

New Year's Day

President's Day

Good Friday

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Shift Rates

Afternoon shift - regularly hourly rate plus a (15%) fifteen percent differential. Graveyard shift - time and one half the regular rate.

Vacation

Employer contributes 8% of regular basic hourly rate as vacation pay for employees with more than 15 years of service, and 6% for employees with 5 to 15 years of service, and 4% for employees with less than 5 years of service.

(Local #1)

ENGINEER

Engineer - Heavy Construction Operating Engineer I

Cherry pickers 20 tons and over and Loaders (rubber tired and/or tractor type with a manufacturer's minimum rated capacity of six cubic yards and over).

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$64.31

Supplemental Benefit Rate per Hour: \$34.25

Supplemental Note: \$61.60 on overtime

Shift Wage Rate: \$102.90

Engineer - Heavy Construction Operating Engineer II

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

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: 7/1/2015 - 6/30/2016

Wage Rate per Hour: **\$62.40**

Supplemental Benefit Rate per Hour: **\$34.25**

Supplemental Note: \$61.60 on overtime

Shift Wage Rate: **\$99.84**

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: 7/1/2015 - 6/30/2016

Wage Rate per Hour: **\$59.20**

Supplemental Benefit Rate per Hour: **\$34.25**

Supplemental Note: \$61.60 on overtime

Shift Wage Rate: **\$94.72**

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: 7/1/2015 - 6/30/2016

Wage Rate per Hour: **\$62.11**

Supplemental Benefit Rate per Hour: **\$34.25**

Supplemental Note: \$61.60 on overtime

Shift Wage Rate: **\$99.38**

Engineer - Heavy Construction Maintenance Engineer II

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
\$220 PREVAILING WAGE SCHEDULE

On Base Mounted Tower Cranes

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: **\$81.54**
Supplemental Benefit Rate per Hour: **\$34.25**
Supplemental Note: \$61.60 on overtime
Shift Wage Rate: **\$130.46**

Engineer - Heavy Construction Maintenance Engineer III

On Generators, Light Towers

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: **\$41.04**
Supplemental Benefit Rate per Hour: **\$34.25**
Supplemental Note: \$61.60 on overtime
Shift Wage Rate: **\$65.66**

Engineer - Heavy Construction Maintenance Engineer IV

On Pumps and Mixers including mud sucking

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: **\$42.11**
Supplemental Benefit Rate per Hour: **\$34.25**
Supplemental Note: \$61.60 on overtime
Shift Wage Rate: **\$67.38**

Engineer - Heavy Construction Oilers I

Gradalls, Cold Planer Grader, Concrete Pumps, Driving Truck Cranes, Driving and Operating Fuel and Grease Trucks.

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: **\$56.02**
Supplemental Benefit Rate per Hour: **\$34.25**
Supplemental Note: \$61.60 on overtime
Shift Wage Rate: **\$89.63**

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: 7/1/2015 - 6/30/2016
Wage Rate per Hour: **\$38.79**
Supplemental Benefit Rate per Hour: **\$34.25**
Supplemental Note: \$61.60 on overtime
Shift Wage Rate: **\$62.06**

Engineer - Steel Erection Maintenance Engineers

Derrick, Travelers, Tower, Crawler Tower and Climbing Cranes

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$59.77

Supplemental Benefit Rate per Hour: \$34.25

Supplemental Note: \$61.60 on overtime

Shift Wage Rate: \$95.63

Engineer - Steel Erection Oiler I

On a Truck Crane

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$55.95

Supplemental Benefit Rate per Hour: \$34.25

Supplemental Note: \$61.60 on overtime

Shift Wage Rate: \$89.52

Engineer - Steel Erection Oiler II

On a Crawler Crane

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$42.64

Supplemental Benefit Rate per Hour: \$34.25

Supplemental Note: \$61.60 on overtime

Shift Wage Rate: \$68.22

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
\$220 PREVAILING WAGE SCHEDULE

Thanksgiving Day
Day after Thanksgiving
Christmas Day

Employees must work at least one day in the payroll week in which the holiday occurs to receive the paid holiday

Engineer - Building Work Maintenance Engineers I

Installing, repairing, maintaining, dismantling (of all equipment including: Steel Cutting and Bending Machines, Mechanical Heaters, Mine Hoists, Climbing Cranes, Tower Cranes, Linden Peine, Lorain, Liebherr, Mannes, or machines of a similar nature, Well Point Systems, Deep Well Pumps, Concrete Mixers with loading Device, Concrete Plants, Motor Generators when used for temporary power and lights), skid steer machines of a similar nature including bobcat.

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$56.88

Supplemental Benefit Rate per Hour: \$34.25

Supplemental Note: \$61.60 on overtime

Engineer - Building Work Maintenance Engineers II

On Pumps, Generators, Mixers and Heaters

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$44.22

Supplemental Benefit Rate per Hour: \$34.25

Supplemental Note: \$61.60 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: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$54.08

Supplemental Benefit Rate per Hour: \$34.25

Supplemental Note: \$61.60 on overtime

Engineer - Building Work Oilers II

Oilers on Crawler Cranes, Backhoes, Trenching Machines, Gunite Machines, Compressors (three or more in Battery).

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$40.21

Supplemental Benefit Rate per Hour: \$34.25

Supplemental Note: \$61.60 on overtime

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

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: 7/1/2015 - 6/30/2016
Wage Rate per Hour: \$37.04
Supplemental Benefit Rate per Hour: \$18.60
Supplemental Note: Overtime Benefit Rate - \$25.45 per hour (time & one half) \$32.30 per hour (double time).

Instrument Person

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: \$30.59
Supplemental Benefit Rate per Hour: \$18.60
Supplemental Note: Overtime Benefit Rate - \$25.45 per hour (time & one half) \$32.30 per hour (double time).

Rodperson

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: **\$26.52**

Supplemental Benefit Rate per Hour: **\$18.60**

Supplemental Note: Overtime Benefit Rate - \$25.45 per hour (time & one half) \$32.30 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: 7/1/2015 - 6/30/2016

Wage Rate per Hour: **\$60.77**

Supplemental Benefit Rate per Hour: **\$32.40**

Supplemental Note: Overtime Benefit Rate - \$45.28 per hour (time & one half) \$58.15 per hour (double time).

Field Engineer - BC Instrument Person

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: **\$47.20**

Supplemental Benefit Rate per Hour: **\$32.40**

Supplemental Note: Overtime Benefit Rate - \$45.28 per hour (time & one half) \$58.15 per hour (double time).

Field Engineer - BC Rodperson

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: **\$30.49**

Supplemental Benefit Rate per Hour: **\$32.40**

Supplemental Note: Overtime Benefit Rate - \$45.28 per hour (time & one half) \$58.15 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: 7/1/2015 - 6/30/2016

Wage Rate per Hour: **\$66.43**

Supplemental Benefit Rate per Hour: **\$32.40**

Supplemental Note: Overtime benefit rate - \$45.28 per hour (time & one half), \$58.15 per hour (double time).

Field Engineer - HC Instrument Person

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: **\$48.82**

Supplemental Benefit Rate per Hour: **\$32.40**

Supplemental Note: Overtime benefit rate - \$45.28 per hour (time & one half), \$58.15 per hour (double time).

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
\$220 PREVAILING WAGE SCHEDULE

Field Engineer - HC Rodperson

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: **\$40.99**

Supplemental Benefit Rate per Hour: **\$32.40**

Supplemental Note: Overtime benefit rate - \$45.28 per hour (time & one half), \$58.15 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

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: 7/1/2015 - 6/30/2016

Wage Rate per Hour: **\$62.26**

Supplemental Benefit Rate per Hour: **\$32.40**

Supplemental Note: Overtime benefit rate - \$45.28 per hour (time & one half), \$58.15 per hour (double time).

Field Engineer - Steel Erection Instrument Person

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: **\$48.57**

Supplemental Benefit Rate per Hour: **\$32.40**

Supplemental Note: Overtime benefit rate - \$45.28 per hour (time & one half), \$58.15 per hour (double time).

Field Engineer - Steel Erection Rodperson

Effective Period: 7/1/2015 - 6/30/2016

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Wage Rate per Hour: **\$32.61**

Supplemental Benefit Rate per Hour: **\$32.40**

Supplemental Note: Overtime benefit rate - \$45.28 per hour (time & one half), \$58.15 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: 7/1/2015 - 6/30/2016

Wage Rate per Hour: **\$71.75**

Supplemental Benefit Rate per Hour: **\$30.40**

Supplemental Note: \$55.10 overtime hours

Shift Wage Rate: **\$114.80**

Operating Engineer - Road & Heavy Construction II

Backhoes, Power Shovels, Hydraulic Clam Shells, Steel Erection, Moles and machines of a similar nature.

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: **\$74.29**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Supplemental Benefit Rate per Hour: **\$30.40**
Supplemental Note: \$55.10 overtime hours
Shift Wage Rate: **\$118.86**

Operating Engineer - Road & Heavy Construction III

Mine Hoists, Cranes, etc. (Used as Mine Hoists)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: **\$76.67**
Supplemental Benefit Rate per Hour: **\$30.40**
Supplemental Note: \$55.10 overtime hours
Shift Wage Rate: **\$122.67**

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: 7/1/2015 - 6/30/2016
Wage Rate per Hour: **\$74.84**
Supplemental Benefit Rate per Hour: **\$30.40**
Supplemental Note: \$55.10 overtime hours
Shift Wage Rate: **\$119.74**

Operating Engineer - Road & Heavy Construction V

Pile Drivers & Rigs (employing Dock Builder foreperson): Derrick Boats, Tunnel Shovels.

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: **\$73.36**
Supplemental Benefit Rate per Hour: **\$30.40**
Supplemental Note: \$55.10 overtime hours
Shift Wage Rate: **\$117.38**

Operating Engineer - Road & Heavy Construction VI

Mixers (Concrete with loading attachment), Concrete Pavers, Cableways, Land Derricks, Power Houses (Low Air Pressure Units).

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: **\$69.69**
Supplemental Benefit Rate per Hour: **\$30.40**
Supplemental Note: \$55.10 overtime hours
Shift Wage Rate: **\$111.50**

Operating Engineer - Road & Heavy Construction VII

Barrier Movers , Barrier Transport and Machines of a Similar Nature.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: **\$56.25**
Supplemental Benefit Rate per Hour: **\$30.40**
Supplemental Note: **\$55.10** overtime hours
Shift Wage Rate: **\$90.00**

Operating Engineer - Road & Heavy Construction VIII

Utility Compressors

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: **\$43.63**
Supplemental Benefit Rate per Hour: **\$30.40**
Supplemental Note: **\$55.10** overtime hours
Shift Wage Rate: **\$55.03**

Operating Engineer - Road & Heavy Construction IX

Horizontal Boring Rig

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: **\$66.26**
Supplemental Benefit Rate per Hour: **\$30.40**
Supplemental Note: **\$55.10** overtime hours
Shift Wage Rate: **\$106.02**

Operating Engineer - Road & Heavy Construction X

Elevators (manually operated as personnel hoist).

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: **\$60.89**
Supplemental Benefit Rate per Hour: **\$30.40**
Supplemental Note: **\$55.10** overtime hours
Shift Wage Rate: **\$97.42**

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: 7/1/2015 - 6/30/2016
Wage Rate per Hour: **\$47.28**
Supplemental Benefit Rate per Hour: **\$30.40**
Supplemental Note: **\$55.10** overtime hours
Shift Wage Rate: **\$75.65**

Operating Engineer - Road & Heavy Construction XII

All Drills and Machines of a similar nature.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
\$220 PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: **\$70.42**
Supplemental Benefit Rate per Hour: **\$30.40**
Supplemental Note: **\$55.10** overtime hours
Shift Wage Rate: **\$112.67**

Operating Engineer - Road & Heavy Construction XIII

Concrete Pumps, Concrete Plant, Stone Crushers, Double Drum Hoist, Power Houses (other than above).

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: **\$68.19**
Supplemental Benefit Rate per Hour: **\$30.40**
Supplemental Note: **\$55.10** overtime hours
Shift Wage Rate: **\$109.10**

Operating Engineer - Road & Heavy Construction XIV

Concrete Mixer

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: **\$65.20**
Supplemental Benefit Rate per Hour: **\$30.40**
Supplemental Note: **\$55.10** overtime hours
Shift Wage Rate: **\$104.32**

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: 7/1/2015 - 6/30/2016
Wage Rate per Hour: **\$43.91**
Supplemental Benefit Rate per Hour: **\$30.40**
Supplemental Note: **\$55.10** overtime hours
Shift Wage Rate: **\$70.26**

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: 7/1/2015 - 6/30/2016
Wage Rate per Hour: **\$62.25**
Supplemental Benefit Rate per Hour: **\$30.40**
Supplemental Note: **\$55.10** overtime hours
Shift Wage Rate: **\$99.60**

Operating Engineer - Road & Heavy Construction XVII

On-Site concrete plant engineer, On-site Asphalt Plant Engineer, and Vibratory console.

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: **\$62.74**
Supplemental Benefit Rate per Hour: **\$30.40**
Supplemental Note: \$55.10 overtime hours
Shift Wage Rate: **\$100.38**

Operating Engineer - Road & Heavy Construction XVIII

Tower Crane

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: **\$90.09**
Supplemental Benefit Rate per Hour: **\$30.40**
Supplemental Note: \$55.10 overtime hours
Shift Wage Rate: **\$144.14**

Operating Engineer - Paving I

Asphalt Spreaders, Autogrades (C.M.I.), Roto/Mil

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: **\$69.69**
Supplemental Benefit Rate per Hour: **\$30.40**
Supplemental Note: \$55.10 overtime hours
Shift Wage Rate: **\$111.50**

Operating Engineer - Paving II

Asphalt Roller

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: **\$67.87**
Supplemental Benefit Rate per Hour: **\$30.40**
Supplemental Note: \$55.10 overtime hours
Shift Wage Rate: **\$108.59**

Operating Engineer - Paving III

Asphalt Plants

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: **\$57.40**
Supplemental Benefit Rate per Hour: **\$30.40**
Supplemental Note: \$55.10 overtime hours
Shift Wage Rate: **\$91.84**

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§220 PREVAILING WAGE SCHEDULE

Operating Engineer - Concrete I

Cranes

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$74.51

Supplemental Benefit Rate per Hour: \$30.40

Supplemental Note: \$55.10 overtime hours

Operating Engineer - Concrete II

Compressors

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$44.25

Supplemental Benefit Rate per Hour: \$30.40

Supplemental Note: \$55.10 overtime hours

Operating Engineer - Concrete III

Micro-traps (Negative Air Machines), Vac-All Remediation System.

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$59.51

Supplemental Benefit Rate per Hour: \$30.40

Supplemental Note: \$55.10 overtime hours

Operating Engineer - Steel Erection I

Three Drum Derricks

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$77.40

Supplemental Benefit Rate per Hour: \$30.40

Supplemental Note: \$55.10 overtime hours

Shift Wage Rate: \$123.84

Operating Engineer - Steel Erection II

Cranes, 2 Drum Derricks, Hydraulic Cranes, Fork Lifts and Boom Trucks.

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$74.37

Supplemental Benefit Rate per Hour: \$30.40

Supplemental Note: \$55.10 overtime hours

Shift Wage Rate: \$118.99

Operating Engineer - Steel Erection III

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Compressors, Welding Machines.

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: **\$44.09**
Supplemental Benefit Rate per Hour: **\$30.40**
Supplemental Note: \$55.10 overtime hours
Shift Wage Rate: **\$70.54**

Operating Engineer - Steel Erection IV

Compressors - Not Combined with Welding Machine.

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: **\$41.98**
Supplemental Benefit Rate per Hour: **\$30.40**
Supplemental Note: \$55.10 overtime hours
Shift Wage Rate: **\$67.17**

Operating Engineer - Building Work I

Forklifts, Plaster (Platform machine), Plaster Bucket, Concrete Pump and all other equipment used for hoisting material.

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: **\$61.27**
Supplemental Benefit Rate per Hour: **\$30.40**
Supplemental Note: \$55.10 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: 7/1/2015 - 6/30/2016
Wage Rate per Hour: **\$45.85**
Supplemental Benefit Rate per Hour: **\$30.40**
Supplemental Note: \$55.10 overtime hours

Operating Engineer - Building Work III

Double Drum

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: **\$69.76**
Supplemental Benefit Rate per Hour: **\$30.40**
Supplemental Note: \$55.10 overtime hours

Operating Engineer - Building Work IV

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
\$220 PREVAILING WAGE SCHEDULE

Stone Derrick, Cranes, Hydraulic Cranes Boom Trucks.

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: **\$73.91**

Supplemental Benefit Rate per Hour: **\$30.40**

Supplemental Note: \$55.10 overtime hours

Operating Engineer - Building Work V

Dismantling and Erection of Cranes, Relief Engineer.

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: **\$68.09**

Supplemental Benefit Rate per Hour: **\$30.40**

Supplemental Note: \$55.10 overtime hours

Operating Engineer - Building Work VI

4 Pole Hoist, Single Drum Hoists.

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: **\$67.37**

Supplemental Benefit Rate per Hour: **\$30.40**

Supplemental Note: \$55.10 overtime hours

Operating Engineer - Building Work VII

Rack & Pinion and House Cars

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: **\$53.54**

Supplemental Benefit Rate per Hour: **\$30.40**

Supplemental Note: \$55.10 overtime hours

For New House Car projects Wage Rate per Hour \$42.70

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

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: 7/1/2015 - 6/30/2016

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

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: 7/1/2015 - 10/31/2015

Wage Rate per Hour: **\$43.35**

Supplemental Benefit Rate per Hour: **\$36.59**

Supplemental Note: Supplemental Benefit Overtime Rate: \$45.34

Effective Period: 11/1/2015 - 6/30/2016

Wage Rate per Hour: **\$43.95**

Supplemental Benefit Rate per Hour: **\$36.84**

Supplemental Note: Supplemental Benefit Overtime Rate: \$45.59

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Christmas Day

Paid Holidays

None

Shift Rates

Shifts shall be any 7 hours beyond 4:00 P.M. for which the glazier shall receive 8 hours pay for 7 hours worked.

(Local #1281)

GLAZIER - REPAIR & MAINTENANCE

(For the Installation of Glass - All repair and maintenance work on a particular building, whenever performed, where the total cumulative contract value is under \$105,000. Except where enumerated (i.e. plate glass windows) does not apply to non-residential buildings.)

Craft Jurisdiction for repair, maintenance and fabrication

Plate glass replacement, Residential glass replacement, Residential mirrors and shower doors, Storm windows and storm doors, Residential replacement windows, Herculite door repairs, Door closer repairs, Retrofit apartment house (non commercial buildings), Glass tinting.

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$23.68

Supplemental Benefit Rate per Hour: \$19.54

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: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$57.38

Supplemental Benefit Rate per Hour: \$37.41

Overtime Description

Double time shall be paid for supplemental benefits during overtime work.
8th hour paid at time and one half.

Overtime

Double time the regular rate after an 8 hour day.

Double time the regular time rate for Saturday.

Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

Martin Luther King Jr. Day

President's Day

Memorial Day

Independence Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Triple time the regular rate for work on the following holiday(s).

Labor Day

Paid Holidays

None

Shift Rates

The first shift shall work seven hours at the regular straight time rate. The second and third shift shall work seven hours the regular straight time hourly rate plus a fourteen percent wage and benefit premium.

Off hour work in occupied or retail buildings may be worked on weekdays with an increment of \$1.00 per hour and eight hours pay for seven (7) hours worked. Double time will apply for over seven (7) hours worked on weekdays, weekends or holidays.

(Local #12)

HOUSE WRECKER (TOTAL DEMOLITION)

House Wrecker - Tier A

On all work sites the first, second, eleventh and every third House Wrecker thereafter will be Tier A House Wreckers (i.e. 1st, 2nd, 11th, 14th etc). Other House Wreckers may be Tier B House Wreckers.

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: **\$35.52**

Supplemental Benefit Rate per Hour: **\$26.86**

House Wrecker - Tier B

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: **\$24.90**

Supplemental Benefit Rate per Hour: **\$19.88**

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

Thanksgiving Day

Christmas Day

Paid Holidays

None

(Mason Tenders District Council)

IRON WORKER - ORNAMENTAL

Iron Worker - Ornamental

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$43.20

Supplemental Benefit Rate per Hour: \$47.67

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: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$48.75

Supplemental Benefit Rate per Hour: \$67.34

Supplemental Note: Supplemental benefits are to be paid at the applicable overtime rate when overtime is in effect.

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Overtime Description

Monday through Friday- the first eight hours are paid at straight time, the 9th and 10th hours are paid at time and one-half the regular rate, all additional weekday overtime is paid at double the regular rate. Saturdays- the first eight hours are paid at time and one-half the regular rate, double time thereafter. Sunday-all shifts are paid at double time.

Overtime

Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).
New Year's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

Paid Holidays

1/2 day on Christmas Eve if work is performed in the A.M.
1/2 day on New Year's Eve if work is performed in the A.M.

Shift Rates

Monday through Friday - First Shift: First eight hours are paid at straight time, the 9th & 10th hours are paid at time and a half, double time paid thereafter. Second and third Shifts: First eight hours are paid at time and one-half, double time thereafter. Saturdays: All shifts, first eight hours paid at time and one-half, double time thereafter: Sunday all shifts are paid at double time.

(Local #40 & #361)

LABORER

(Foundation, Concrete, Excavating, Street Pipe Layer and Common)

Laborer

Excavation and foundation work for buildings, heavy construction, engineering work, and hazardous waste removal in connection with the above work. Landscaping tasks in connection with heavy construction work, engineering work and building projects. Projects include, but are not limited to pollution plants, sewers, parks, subways, bridges, highways, etc.

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: \$40.50

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Supplemental Benefit Rate per Hour: \$36.53

Overtime

Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Presidential Election Day
Thanksgiving Day
Christmas Day

Paid Holidays

Labor Day
Thanksgiving Day

Shift Rates

When two shifts are employed, single time rate shall be paid for each shift. When three shifts are found necessary, each shift shall work seven and one half hours (7 ½), but shall be paid for eight (8) hours of labor, and be permitted one half hour for lunch.

(Local #731)

LANDSCAPING

(Landscaping tasks, as well as tree pruning, tree removing, spraying and maintenance in connection with the planting of street trees and the planting of trees in city parks but not when such activities are performed as part of, or in connection with, other construction or reconstruction projects.)

Landscaper (Above 6 years experience)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: \$27.00
Supplemental Benefit Rate per Hour: \$14.55

Landscaper (3 - 6 years experience)

Effective Period: 7/1/2015 - 6/30/2016

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Wage Rate per Hour: \$26.00
Supplemental Benefit Rate per Hour: \$14.55

Landscaper (up to 3 years experience)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: \$23.50
Supplemental Benefit Rate per Hour: \$14.55

Groundperson

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: \$23.50
Supplemental Benefit Rate per Hour: \$14.55

Tree Remover / Pruner

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: \$32.00
Supplemental Benefit Rate per Hour: \$14.55

Landscaper Sprayer (Pesticide Applicator)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: \$22.00
Supplemental Benefit Rate per Hour: \$14.55

Watering - Plant Maintainer

Effective Period: 7/1/2015 - 6/30/2016
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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

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: 7/1/2015 - 12/31/2015

Wage Rate per Hour: **\$51.53**

Supplemental Benefit Rate per Hour: **\$35.73**

Effective Period: 1/1/2016 - 6/30/2016

Wage Rate per Hour: **\$51.89**

Supplemental Benefit Rate per Hour: **\$36.62**

Marble Finisher

Effective Period: 7/1/2015 - 12/31/2015

Wage Rate per Hour: **\$40.53**

Supplemental Benefit Rate per Hour: **\$34.52**

Effective Period: 1/1/2016 - 6/30/2016

Wage Rate per Hour: **\$40.80**

Supplemental Benefit Rate per Hour: **\$35.15**

Marble Polisher

Effective Period: 7/1/2015 - 12/31/2015

Wage Rate per Hour: **\$36.65**

Supplemental Benefit Rate per Hour: **\$26.63**

Effective Period: 1/1/2016 - 6/30/2016

Wage Rate per Hour: **\$37.02**

Supplemental Benefit Rate per Hour: **\$27.01**

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.

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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: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$36.67

Supplemental Benefit Rate per Hour: \$28.02

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

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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: 7/1/2015 - 6/30/2016

Wage Rate per Hour: **\$35.46**

Supplemental Benefit Rate per Hour: **\$22.13**

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: 7/1/2015 - 6/30/2016

Wage Rate per Hour: **\$24.65**

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.

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

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§220 PREVAILING WAGE SCHEDULE

Labor Day
Thanksgiving Day
Christmas Day

Paid Holidays

None

(Local #79)

METALLIC LATHER

Metallic Lather

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: **\$43.63**

Supplemental Benefit Rate per Hour: **\$41.57**

Supplemental Note: Supplemental benefits for overtime are paid at the appropriate overtime rate.

Overtime Description

Overtime would be time and one half the regular rate after a seven (7) or eight (8) hours workday, which would be set at the start of the job.

Overtime

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day
Washington's Birthday
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Presidential Election Day
Thanksgiving Day
Christmas Day

Paid Holidays

1/2 day on Christmas Eve if work is performed in the A.M.

1/2 day on New Year's Eve if work is performed in the A.M.

Shift Rates

There shall be either two (2) or three (3) shifts, each shift shall be eight (8) hours with nine (9) hours pay, including one half (1/2) hour for lunch. Off-Hour Start shall commence after 3:30 P.M. and shall conclude by 6:00

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A.M. The first consecutive seven (7) hours shall be at straight time with a differential of twelve dollars (\$12.00) per hour. Fringes shall be paid at the straight time rate.

(Local #46)

MILLWRIGHT

Millwright

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$49.50

Supplemental Benefit Rate per Hour: \$52.01

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: 7/1/2015 - 6/30/2016

Wage Rate per Hour: **\$45.91**

Supplemental Benefit Rate per Hour: **\$38.15**

Supplemental Note: Supplemental benefits for overtime to be paid at the rate of \$48.92 per hour.

Mosaic Mechanic - Mosaic & Terrazzo Finisher

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: **\$44.30**

Supplemental Benefit Rate per Hour: **\$38.14**

Supplemental Note: Supplemental benefits for overtime to be paid at the rate of \$48.91 per hour.

Mosaic Mechanic - Machine Operator Grinder

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: **\$44.30**

Supplemental Benefit Rate per Hour: **\$38.14**

Supplemental Note: Supplemental benefits for overtime to be paid at the rate of \$48.91 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: 7/1/2015 - 6/30/2016

Wage Rate per Hour: **\$41.00**

Supplemental Benefit Rate per Hour: **\$26.37**

Supplemental Note: \$31.00 on overtime

Spray & Scaffold / Decorative / Sandblast

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: **\$44.00**

Supplemental Benefit Rate per Hour: **\$26.37**

Supplemental Note: \$31.00 on overtime

Overtime

Time and one half the regular rate after a 7 hour day.

Time and one half the regular rate for Saturday.

Time and one half the regular rate for Sunday.

Overtime Holidays

Time and one half the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Thanksgiving Day

Christmas Day

Paid Holidays

None

(District Council of Painters #9)

PAINTER - SIGN

Designer

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: \$40.30
Supplemental Benefit Rate per Hour: \$7.22

Journey person

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: \$37.48
Supplemental Benefit Rate per Hour: \$7.22

Overtime

Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Time and one half the regular rate for Sunday.
Double time the regular rate for work on the following holiday(s).

Paid Holidays

New Year's Day
Martin Luther King Jr. Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day
Two (2) additional holidays as floating holidays

(Local #8A-28A)

PAINTER - STRIPER

Striper (paint)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: \$35.00
Supplemental Benefit Rate per Hour: \$12.27
Supplemental Note: Overtime Supplemental Benefit rate - \$8.02 New Hire Rate (0-3 months) - \$0.00

Lineperson (thermoplastic)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: \$39.00
Supplemental Benefit Rate per Hour: \$12.27
Supplemental Note: Overtime Supplemental Benefit rate - \$8.02; New Hire Rate (0-3 months) - \$0.00

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Overtime

Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.
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: 7/1/2015 - 9/30/2015
Wage Rate per Hour: \$48.00
Supplemental Benefit Rate per Hour: \$34.58

Effective Period: 10/1/2015 - 6/30/2016
Wage Rate per Hour: \$49.00
Supplemental Benefit Rate per Hour: \$36.08

Painter - Power Tool

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2015 - 9/30/2015
Wage Rate per Hour: **\$54.00**
Supplemental Benefit Rate per Hour: **\$34.58**

Effective Period: 10/1/2015 - 6/30/2016
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: 7/1/2015 - 6/30/2016
Wage Rate per Hour: **\$41.08**
Supplemental Benefit Rate per Hour: **\$29.23**
Supplemental Note: Supplemental benefits are to be paid at the appropriate straight time and overtime rate.

Overtime

Time and one half the regular rate after a 7 hour day.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

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: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$44.85

Supplemental Benefit Rate per Hour: \$36.92

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: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$40.98

Supplemental Benefit Rate per Hour: \$36.92

Production Paver & Roadbuilder - Screed Person

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

(Production paving is asphalt paving when using a paving machine or on a project where a paving machine is traditionally used)

Adjustment of paving machinery on production paving jobs.

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$45.45

Supplemental Benefit Rate per Hour: \$36.92

Production Paver & Roadbuilder - Raker

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$44.85

Supplemental Benefit Rate per Hour: \$36.92

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: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$41.56

Supplemental Benefit Rate per Hour: \$36.92

Overtime Description

Veteran's Day is a Paid Holiday for employees working on production paving.

If an employee works New Year's Day or Christmas Day, they receive the single time rate plus 25%.

Employees who work on a holiday listed below receive the straight time rate plus one day's pay for the holiday.

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Paid Holidays

Memorial Day

Independence Day

Labor Day

Presidential Election Day

Thanksgiving Day

Shift Rates

When two shifts are employed, the work period for each shift shall be a continuous eight (8) hours. When three shifts are employed, each shift will work seven and one half (7 ½) hours but will be paid for eight (8) hours since only one half (1/2) hour is allowed for meal time.

When two or more shifts are employed, single time will be paid for each shift.

Night Work - On night work, the first eight (8) hours of work will be paid for at the single time rate, except that production paving work shall be paid at 15% over the single time rate for the screed person, rakers and

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

shovelers directly involved only. All other workers will be exempt. Hours worked over eight (8) hours during said shift shall be paid for at the time and one-half rate.

(Local #1010)

PLASTERER

Plasterer

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$43.43

Supplemental Benefit Rate per Hour: \$27.95

Overtime

Time and one half the regular rate after a 7 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

Martin Luther King Jr. Day

President's Day

Good Friday

Memorial Day

Independence Day

Labor Day

Columbus Day

Presidential Election Day

Thanksgiving Day

Christmas Day

Paid Holidays

None

Shift Rates

When it is not possible to conduct alteration work during regular work hours, in a building occupied by tenants, said work shall proceed on a shift basis: however work over seven (7) hours in any twenty four (24) hour period, the time after seven (7) hours shall be considered overtime.

The second shift shall start at a time between 3:30 p.m. and 7:00 p.m. and shall consist of seven (7) working hours and shall receive eight (8) hours of wages and benefits at the straight time rate. The workers on the second shift shall be allowed one-half (½) hour to eat with this time being included in the seven (7) hours of work.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

(Local #530)

PLASTERER - TENDER

Plasterer - Tender

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: **\$36.67**

Supplemental Benefit Rate per Hour: **\$28.02**

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: 7/1/2015 - 6/30/2016

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Wage Rate per Hour: **\$65.27**

Supplemental Benefit Rate per Hour: **\$28.38**

Supplemental Note: Overtime supplemental benefit rate per hour: **\$56.48**

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: 7/1/2015 - 6/30/2016

Wage Rate per Hour: **\$52.24**

Supplemental Benefit Rate per Hour: **\$22.28**

Overtime Description

Double time the regular rate after a 7 hour day - unless for new construction site work where the plumbing contract price is \$1.5 million or less, the hours of labor can be 8 hours per day at the employers option. On Alteration jobs when other mechanical trades at the site are working an eighth hour at straight time, then the plumber shall also work an eighth hour at straight time.

Overtime

Double time the regular time rate for Saturday.

Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Shift Rates

Shift work, when directly specified in public agency or authority documents where plumbing contract is \$8 million or less, will be permitted. 30% shift premium shall be paid for wages and fringe benefits for 4:00 pm and midnight shifts Monday to Friday. 50% shift premium shall be paid for wages and fringe benefits for 4:00 pm and midnight shift work performed on weekends. For shift work on holidays, double time wages and fringe benefits shall be paid.

(Plumbers Local #1)

PLUMBER (MECHANICAL EQUIPMENT AND SERVICE)

(Mechanical Equipment and Service work shall include any repair and/or replacement of the present plumbing system.)

Plumber

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: **\$39.27**

Supplemental Benefit Rate per Hour: **\$13.34**

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: 7/1/2015 - 6/30/2016

Wage Rate per Hour: **\$45.19**

Supplemental Benefit Rate per Hour: **\$20.62**

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

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: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$62.83

Supplemental Benefit Rate per Hour: \$21.37

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Time and one half the regular rate for Sunday.

Overtime Holidays

Time and one half the regular rate for work on the following holiday(s).

New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Day after Thanksgiving
Christmas Day

Paid Holidays

None

Shift Rates

All work outside the regular workday (8:00 A.M. to 3:30 P.M.) is to be paid at time and one half the regular hourly rate

(Plumbers Local #1)

POINTER - WATERPROOFER, CAULKER MECHANIC (EXTERIOR BUILDING RENOVATION)

Pointer - Waterproofer, Caulker Mechanic

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$47.41

Supplemental Benefit Rate per Hour: \$24.40

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Time and one half the regular rate for Sunday.

Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

Overtime Holidays

Time and one half the regular rate for work on the following holiday(s).

New Year's Day

Martin Luther King Jr. Day

President's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

Paid Holidays

None

Shift Rates

All work outside the regular work day (an eight hour workday between the hours of 6:00 A.M. and 4:30 P.M.) is to be paid at time and one half the regular rate.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
\$220 PREVAILING WAGE SCHEDULE

(Bricklayer District Council)

ROOFER

Roofer

Effective Period: 7/1/2015 - 6/30/2016

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)

SANDBLASTER - STEAMBLASTER (Exterior Building Renovation)

Sandblaster / Steamblaster

Effective Period: 7/1/2015 - 6/30/2016

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Wage Rate per Hour: **\$47.41**

Supplemental Benefit Rate per Hour: **\$24.40**

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Time and one half the regular rate for Sunday.

Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

Overtime Holidays

Time and one half the regular rate for work on the following holiday(s).

New Year's Day

Martin Luther King Jr. Day

President's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

Paid Holidays

None

Shift Rates

All work outside the regular work day (an eight hour workday between the hours of 6:00 A.M. and 4:30 P.M.) is to be paid at time and one half the regular rate.

(Bricklayer District Council)

SHEET METAL WORKER

Sheet Metal Worker

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: **\$46.96**

Supplemental Benefit Rate per Hour: **\$45.19**

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: 7/1/2015 - 6/30/2016

Wage Rate per Hour: **\$37.57**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Supplemental Benefit Rate per Hour: \$45.19

Sheet Metal Worker - Duct Cleaner

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$12.90

Supplemental Benefit Rate per Hour: \$8.07

Overtime

Time and one half the regular rate after a 7 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

Martin Luther King Jr. Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Paid Holidays

None

Shift Rates

Work that can only be performed outside regular working hours (seven hours of work between 7:30 A.M. and 3:30 P.M.) - First shift (work between 3:30 P.M. and 11:30 P.M.) - 10% differential above the established hourly rate.

Second shift (work between 11:30 P.M. and 7:30 A.M.) - 15% differential above the established hourly rate.

For Fan Maintenance: On all full shifts of fan maintenance work the straight time hourly rate of pay will be paid for each shift, including nights, Saturdays, Sundays, and holidays.

(Local #28)

SHEET METAL WORKER - SPECIALTY
(Decking & Siding)

Sheet Metal Specialty Worker

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

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: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$42.64

Supplemental Benefit Rate per Hour: \$23.62

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: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$27.54

Supplemental Benefit Rate per Hour: \$3.01

Shipyard Mechanic - Second Class

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$20.22

Supplemental Benefit Rate per Hour: \$2.73

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
\$220 PREVAILING WAGE SCHEDULE

Shipyard Laborer - First Class

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: \$20.90
Supplemental Benefit Rate per Hour: \$2.75

Shipyard Laborer - Second Class

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: \$13.86
Supplemental Benefit Rate per Hour: \$2.48

Shipyard Dockhand - First Class

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: \$23.61
Supplemental Benefit Rate per Hour: \$2.86

Shipyard Dockhand - Second Class

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: \$15.94
Supplemental Benefit Rate per Hour: \$2.56

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: 7/1/2015 - 6/30/2016

Wage Rate per Hour: **\$45.60**

Supplemental Benefit Rate per Hour: **\$46.28**

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: 7/1/2015 - 6/30/2016

Wage Rate per Hour: **\$55.00**

Supplemental Benefit Rate per Hour: **\$52.79**

Supplemental Note: Overtime supplemental benefit rate: \$104.84

Steamfitter -Temporary Services

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

The steamfitters shall not do any other work and shall not be permitted to work more than one shift in a twenty-four hour day. When steamfitters are present during the regular working day, no temporary services steamfitter will be required

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$41.80

Supplemental Benefit Rate per Hour: \$42.76

Supplemental Note: .

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: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$55.00

Supplemental Benefit Rate per Hour: \$52.79

Supplemental Note: Overtime supplemental benefit rate: \$104.84

Steamfitter -Temporary Services

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

The steamfitters shall not do any other work and shall not be permitted to work more than one shift in a twenty-four hour day. When steamfitters are present during the regular working day, no temporary services steamfitter will be required.

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$41.80

Supplemental Benefit Rate per Hour: \$42.76

Overtime

Double time the regular rate after an 8 hour day.

Double time the regular time rate for Saturday.

Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Paid Holidays

None

Shift Rates

May be performed outside of the regular workday except Saturday, Sunday and Holidays. A shift shall consist of eight working hours. All work performed in excess of eight hours shall be paid at double time. No shift shall commence after 7:00 P.M. on Friday or 7:00 P.M. the day before holidays. All work performed after 12:01 A.M. Saturday or 12:01 A.M. the day before a Holiday will be paid at double time. When shift work is performed the wage rate for regular time worked is a thirty percent premium together with fringe benefits.

On Transit Authority projects, where work is performed in the vicinity of tracks all shift work on weekends and holidays may be performed at the regular shift rates.

Local #638

STEAMFITTER - REFRIGERATION AND AIR CONDITIONER (Maintenance and Installation Service Person)

Refrigeration and Air Conditioner Mechanic

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: \$39.25
Supplemental Benefit Rate per Hour: \$13.81

Refrigeration and Air Conditioner Service Person V

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: \$32.25
Supplemental Benefit Rate per Hour: \$12.44

Refrigeration and Air Conditioner Service Person IV

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: \$26.72
Supplemental Benefit Rate per Hour: \$11.30

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: 7/1/2015 - 6/30/2016
Wage Rate per Hour: \$22.93
Supplemental Benefit Rate per Hour: \$10.45

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: 7/1/2015 - 6/30/2016
Wage Rate per Hour: \$19.02
Supplemental Benefit Rate per Hour: \$9.67

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: 7/1/2015 - 6/30/2016
Wage Rate per Hour: \$13.91
Supplemental Benefit Rate per Hour: \$8.78

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

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: 7/1/2015 - 6/30/2016

Wage Rate per Hour: **\$47.20**

Supplemental Benefit Rate per Hour: **\$37.15**

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

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: 7/1/2015 - 12/29/2015

Wage Rate per Hour: **\$46.32**

Supplemental Benefit Rate per Hour: **\$22.66**

Effective Period: 12/30/2015 - 6/30/2016

Wage Rate per Hour: **\$46.82**

Supplemental Benefit Rate per Hour: **\$22.66**

Overtime

Time and one half the regular rate after a 7 hour day.

Time and one half the regular rate for Saturday.

Time and one half the regular rate for Sunday.

Overtime Holidays

Time and one half the regular rate for work on the following holiday(s).

New Year's Day
Martin Luther King Jr. Day
President's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Thanksgiving Day
Christmas Day

Paid Holidays

Any worker who reports to work on Christmas Eve or New Year's Eve pursuant to his employer's instruction shall be entitled to three (3) hours afternoon pay without working.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
\$220 PREVAILING WAGE SCHEDULE

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: 7/1/2015 - 6/30/2016

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
\$220 PREVAILING WAGE SCHEDULE

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: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$40.03

Supplemental Benefit Rate per Hour: \$29.71

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

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: 7/1/2015 - 6/30/2016

Wage Rate per Hour: **\$51.61**

Supplemental Benefit Rate per Hour: **\$33.46**

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Timberperson

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: **\$45.60**
Supplemental Benefit Rate per Hour: **\$46.67**

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: 7/1/2015 - 6/30/2016
Wage Rate per Hour: **\$59.17**
Supplemental Benefit Rate per Hour: **\$49.45**

Tunnel Workers (Compressed Air Rates)

Effective Period: 7/1/2015 - 6/30/2016

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Wage Rate per Hour: \$57.12
Supplemental Benefit Rate per Hour: \$47.80

Top Nipper (Compressed Air Rates)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: \$56.07
Supplemental Benefit Rate per Hour: \$46.96

Outside Lock Tender, Outside Gauge Tender, Muck Lock Tender (Compressed Air Rates)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: \$55.06
Supplemental Benefit Rate per Hour: \$46.07

Bottom Bell & Top Bell Signal Person: Shaft Person (Compressed Air Rates)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: \$55.06
Supplemental Benefit Rate per Hour: \$46.07

Changehouse Attendant: Powder Watchperson (Compressed Air Rates)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: \$48.16
Supplemental Benefit Rate per Hour: \$43.62

Blasters (Free Air Rates)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: \$56.47
Supplemental Benefit Rate per Hour: \$47.47

Tunnel Workers (Free Air Rates)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: \$54.04
Supplemental Benefit Rate per Hour: \$45.45

All Others (Free Air Rates)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: \$49.93
Supplemental Benefit Rate per Hour: \$42.06

Microtunneling (Free Air Rates)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$43.23

Supplemental Benefit Rate per Hour: \$36.36

Overtime Description

For Repair-Maintenance Work on Existing Equipment and Facilities - Time and one half the regular rate after a 7 hour day, or for Saturday, or for Sunday. Double time the regular rate for work on a holiday.

For Small-Bore Micro Tunneling Machines - Time and one-half the regular rate shall be paid for all overtime.

Overtime

Double time the regular rate after an 8 hour day.

Double time the regular time rate for Saturday.

Double time the regular rate for Sunday.

Double time the regular rate for work on the following holiday(s).

Paid Holidays

New Year's Day

Lincoln's Birthday

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Election Day

Veteran's Day

Thanksgiving Day

Christmas Day

(Local #147)

WELDER

TO BE PAID AT THE RATE OF THE JOURNEYPERSON IN THE TRADE
PERFORMING THE WORK.

OFFICE OF THE COMPTROLLER

CITY OF NEW YORK

220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

APPENDIX

Pursuant to Labor Law §220 (3-e), only apprentices who are individually registered in a bona fide program to which the employer contractor is a participant and registered with the New York State Department of Labor, may be employed on a public work project.

Any employee listed on a payroll at an apprentice wage rate, who is not registered as above, shall be paid the journey person wage rate for the classification of work he actually performed.

Apprentice ratios are established to ensure the proper safety, training and supervision of apprentices. A ratio establishes the number of journey workers required for each apprentice in a program and on a job site. Ratios are interpreted as follows: in the case of a 1:1, 1:4 ratio, there must be one journey worker for the first apprentice, and four additional journey workers for each subsequent apprentice.

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ASBESTOS HANDLER

(Ratio of Apprentice Journeyman: 1 to 1, 1 to 3)

Asbestos Handler (First 1000 Hours)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 78% of Journeyman's rate
Supplemental Benefit Rate Per Hour: \$15.95

Asbestos Handler (Second 1000 Hours)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 80% of Journeyman's rate
Supplemental Benefit Rate Per Hour: \$15.95

Asbestos Handler (Third 1000 Hours)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 83% of Journeyman's rate
Supplemental Benefit Rate Per Hour: \$15.95

Asbestos Handler (Fourth 1000 Hours)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 89% of Journeyman's rate
Supplemental Benefit Rate Per Hour: \$15.95

(Local #78)

BOILERMAKER

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)

Boilermaker (First Year)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 65% of Journeyman's rate
Supplemental Benefit Rate Per Hour: \$30.00

Boilermaker (Second Year: 1st Six Months)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 70% of Journeyman's rate

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Supplemental Benefit Rate Per Hour: \$31.66

Boilermaker (Second Year: 2nd Six Months)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 75% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: \$33.32

Boilermaker (Third Year: 1st Six Months)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 80% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: \$35.00

Boilermaker (Third Year: 2nd Six Months)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 85% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: \$36.67

Boilermaker (Fourth Year: 1st Six Months)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 90% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: \$38.34

Boilermaker (Fourth Year: 2nd Six Months)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 95% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: \$40.01

(Local #5)

BRICKLAYER

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

Bricklayer (First 750 Hours)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 50% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: \$17.10

Bricklayer (Second 750 Hours)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 60% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: \$17.10

Bricklayer (Third 750 Hours)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 70% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: \$17.10

Bricklayer (Fourth 750 Hours)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 80% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: \$17.10

Bricklayer (Fifth 750 Hours)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 90% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: \$17.10

Bricklayer (Sixth 750 Hours)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 95% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: \$17.10

(Bricklayer District Council)

CARPENTER

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

Carpenter (First Year)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 40% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: \$31.14

Carpenter (Second Year)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 50% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: \$31.14

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Carpenter (Third Year)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 65% of Journeyman's rate
Supplemental Benefit Rate Per Hour: \$31.14

Carpenter (Fourth Year)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 80% of Journeyman's rate
Supplemental Benefit Rate Per Hour: \$31.14

(Carpenters District Council)

CEMENT MASON

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 4)

Cement Mason (First Year)

Effective Period: 7/1/2015 - 6/30/2016
Wage and Supplemental Rate Per Hour: 50% of Journeyman's Rate

Cement Mason (Second Year)

Effective Period: 7/1/2015 - 6/30/2016
Wage and Supplemental Rate Per Hour: 60% of Journeyman's Rate

Cement Mason (Third Year)

Effective Period: 7/1/2015 - 6/30/2016
Wage and Supplemental Rate Per Hour: 70% of Journeyman's Rate

(Local #780)

CEMENT AND CONCRETE WORKER

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)

Cement & Concrete Worker (First 1333 hours)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 50% of Journeyman's rate
Supplemental Benefit Rate Per Hour: \$18.84

Cement & Concrete Worker (Second 1333 hours)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 65% of Journeyman's rate
Supplemental Benefit Rate Per Hour: \$24.65

Cement & Concrete Worker (Last 1334 hours)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 80% of Journeyman's rate
Supplemental Benefit Rate Per Hour: \$25.47

(Cement Concrete Workers District Council)

DERRICKPERSON & RIGGER (STONE)
(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 4)

Derrickperson & Rigger (stone) - First Year

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 50% of Journeyman's rate
Supplemental Benefit Rate Per Hour: 50% of Journeyman's rate

Derrickperson & Rigger (stone) - Second Year: 1st Six Months

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 70% of Journeyman's rate
Supplemental Benefit Rate Per Hour: 75% of Journeyman's rate

Derrickperson & Rigger (stone) - Second Year: 2nd Six Months

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 80% of Journeyman's rate
Supplemental Benefit Rate Per Hour: 75% of Journeyman's rate

Derrickperson & Rigger (stone) - Third Year

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 90% of Journeyman's rate
Supplemental Benefit Rate Per Hour: 75% of Journeyman's rate

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
\$220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

(Local #197)

DOCKBUILDER/PILE DRIVER

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 6)

Dockbuilder/Pile Driver (First Year)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 40% of Journeyman's rate
Supplemental Benefit Rate Per Hour: \$31.52

Dockbuilder/Pile Driver (Second Year)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 50% of Journeyman's rate
Supplemental Benefit Rate Per Hour: \$31.52

Dockbuilder/Pile Driver (Third Year)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 65% of Journeyman's rate
Supplemental Benefit Rate Per Hour: \$31.52

Dockbuilder/Pile Driver (Fourth Year)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 80% of Journeyman's rate
Supplemental Benefit Rate Per Hour: \$31.52

(Carpenters District Council)

ELECTRICIAN

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)

Electrician (First Term: 0-6 Months)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: \$13.00

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Supplemental Benefit Rate per Hour: \$11.61
Overtime Supplemental Rate Per Hour: \$12.47

Electrician (First Term: 7-12 Months)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: \$14.00
Supplemental Benefit Rate per Hour: \$12.12
Overtime Supplemental Rate Per Hour: \$13.04

Electrician (Second Term: 0-6 Months)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: \$15.00
Supplemental Benefit Rate per Hour: \$12.63
Overtime Supplemental Rate Per Hour: \$13.62

Electrician (Second Term: 7-12 Months)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: \$16.00
Supplemental Benefit Rate per Hour: \$13.14
Overtime Supplemental Rate Per Hour: \$14.19

Electrician (Third Term: 0-6 Months)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: \$17.00
Supplemental Benefit Rate per Hour: \$13.65
Overtime Supplemental Rate Per Hour: \$14.77

Electrician (Third Term: 7-12 Months)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: \$18.00
Supplemental Benefit Rate per Hour: \$14.16
Overtime Supplemental Rate Per Hour: \$15.34

Electrician (Fourth Term: 0-6 Months)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: \$19.00
Supplemental Benefit Rate per Hour: \$14.67
Overtime Supplemental Rate Per Hour: \$15.92

Electrician (Fourth Term: 7-12 Months)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: \$21.00

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
\$220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Supplemental Benefit Rate per Hour: \$15.68
Overtime Supplemental Rate Per Hour: \$17.07

Electrician (Fifth Term: 0-12 Months - Hired on or after 5/10/07)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: \$23.00
Supplemental Benefit Rate per Hour: \$18.56
Overtime Supplemental Rate Per Hour: \$20.00

Electrician (Fifth Term: 13-18 Months - Hired on or after 5/10/07)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: \$27.50
Supplemental Benefit Rate per Hour: \$20.82
Overtime Supplemental Rate Per Hour: \$22.54

Electrician (Fifth Term: 0-18 Months - Hired before 5/10/07)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: \$26.80
Supplemental Benefit Rate per Hour: \$20.46
Overtime Supplemental Rate Per Hour: \$22.14

Overtime Description

Overtime Wage paid at time and one half the regular rate
For "A" rated Apprentices (work in excess of 7 hours per day)
For "M" rated Apprentices (work in excess of 8 hours per day)

(Local #3)

ELEVATOR CONSTRUCTOR

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 2)

Elevator (Constructor) - First Year

Effective Period: 7/1/2015 - 3/16/2016
Wage Rate Per Hour: 50% of Journeyman's rate
Supplemental Rate Per Hour: \$26.94

Effective Period: 3/17/2016 - 6/30/2016
Wage Rate Per Hour: 50% of Journeyman's rate
Supplemental Rate Per Hour: \$28.41

Elevator (Constructor) - Second Year

Effective Period: 7/1/2015 - 3/16/2016
Wage Rate Per Hour: 55% of Journeyperson's rate
Supplemental Rate Per Hour: \$27.35

Effective Period: 3/17/2016 - 6/30/2016
Wage Rate Per Hour: 55% of Journeyperson's rate
Supplemental Rate Per Hour: \$28.84

Elevator (Constructor) - Third Year

Effective Period: 7/1/2015 - 3/16/2016
Wage Rate Per Hour: 65% of Journeyperson's rate
Supplemental Rate Per Hour: \$28.17

Effective Period: 3/17/2016 - 6/30/2016
Wage Rate Per Hour: 65% of Journeyperson's rate
Supplemental Rate Per Hour: \$29.69

Elevator (Constructor) - Fourth Year

Effective Period: 7/1/2015 - 3/16/2016
Wage Rate Per Hour: 75% of Journeyperson's rate
Supplemental Rate Per Hour: \$29.00

Effective Period: 3/17/2016 - 6/30/2016
Wage Rate Per Hour: 75% of Journeyperson's rate
Supplemental Rate Per Hour: \$30.54

(Local #1)

ELEVATOR REPAIR & MAINTENANCE

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 2)

Elevator Service/Modernization Mechanic (First Year)

Effective Period: 7/1/2015 - 3/16/2016
Wage Rate Per Hour: 50% of Journeyperson's rate
Supplemental Benefit Per Hour: \$26.87

Effective Period: 3/17/2016 - 6/30/2016
Wage Rate Per Hour: 50% of Journeyperson's rate
Supplemental Benefit Per Hour: \$28.34

Elevator Service/Modernization Mechanic (Second Year)

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Effective Period: 7/1/2015 - 3/16/2016
Wage Rate Per Hour: 55% of Journeyperson's rate
Supplemental Benefit Per Hour: \$27.27

Effective Period: 3/17/2016 - 6/30/2016
Wage Rate Per Hour: 55% of Journeyperson's rate
Supplemental Benefit Per Hour: \$28.76

Elevator Service/Modernization Mechanic (Third Year)

Effective Period: 7/1/2015 - 3/16/2016
Wage Rate Per Hour: 65% of Journeyperson's rate
Supplemental Benefit Per Hour: \$28.08

Effective Period: 3/17/2016 - 6/30/2016
Wage Rate Per Hour: 65% of Journeyperson's rate
Supplemental Benefit Per Hour: \$29.60

Elevator Service/Modernization Mechanic (Fourth Year)

Effective Period: 7/1/2015 - 3/16/2016
Wage Rate Per Hour: 75% of Journeyperson's rate
Supplemental Benefit Per Hour: \$28.89

Effective Period: 3/17/2016 - 6/30/2016
Wage Rate Per Hour: 75% of Journeyperson's rate
Supplemental Benefit Per Hour: \$30.43

(Local #1)

ENGINEER

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 5)

Engineer - First Year

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: \$23.68
Supplemental Benefit Rate per Hour: \$22.55

Engineer - Second Year

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: \$29.60
Supplemental Benefit Rate per Hour: \$22.55

Engineer - Third Year

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: \$32.56
Supplemental Benefit Rate per Hour: \$22.55

Engineer - Fourth Year

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: \$35.52
Supplemental Benefit Rate per Hour: \$22.55

(Local #15)

ENGINEER - OPERATING

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 5)

Operating Engineer - First Year

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour 40% of Journeyperson's Rate
Supplemental Benefit Per Hour: \$20.15

Operating Engineer - Second Year

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 50% of Journeyperson's Rate
Supplemental Benefit Per Hour: \$20.15

Operating Engineer - Third Year

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 60% of Journeyperson's Rate
Supplemental Benefit Per Hour: \$20.15

(Local #14)

FLOOR COVERER

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 4)

Floor Coverer (First Year)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 40% of Journeyman's rate
Supplemental Rate Per Hour: \$31.14

Floor Coverer (Second Year)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 50% of Journeyman's rate
Supplemental Rate Per Hour: \$31.14

Floor Coverer (Third Year)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 65% of Journeyman's rate
Supplemental Rate Per Hour: \$31.14

Floor Coverer (Fourth Year)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 80% of Journeyman's rate
Supplemental Rate Per Hour: \$31.14

(Carpenters District Council)

GLAZIER

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)

Glazier (First Year)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 40% of Journeyman's rate
Supplemental Rate Per Hour: \$13.64
Effective 11/1/2015 - Supplemental Rate Per Hour: \$13.79

Glazier (Second Year)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 50% of Journeyman's rate

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Supplemental Rate Per Hour: \$22.97
Effective 11/1/2015 - Supplemental Rate Per Hour: \$23.13

Glazier (Third Year)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 60% of Journeyman's rate
Supplemental Rate Per Hour: \$25.87
Effective 11/1/2015 - Supplemental Rate Per Hour: \$26.03

Glazier (Fourth Year)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 80% of Journeyman's rate
Supplemental Rate Per Hour: \$31.04
Effective 11/1/2015 - Supplemental Rate Per Hour: \$31.29

(Local #1281)

HEAT & FROST INSULATOR
(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 4)

Heat & Frost Insulator (First Year)

Effective Period: 7/1/2015 - 6/30/2016
Wage and Supplemental Rate Per Hour: 40% of Journeyman's rate

Heat & Frost Insulator (Second Year)

Effective Period: 7/1/2015 - 6/30/2016
Wage and Supplemental Rate Per Hour: 60% of Journeyman's rate

Heat & Frost Insulator (Third Year)

Effective Period: 7/1/2015 - 6/30/2016
Wage and Supplemental Rate Per Hour: 70% of Journeyman's rate

Heat & Frost Insulator (Fourth Year)

Effective Period: 7/1/2015 - 6/30/2016
Wage and Supplemental Rate Per Hour: 80% of Journeyman's rate

(Local #12)

HOUSE WRECKER
(TOTAL DEMOLITION)
(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)

House Wrecker - First Year

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: \$21.17
Supplemental Benefit Rate per Hour: \$17.33

House Wrecker - Second Year

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: \$22.32
Supplemental Benefit Rate per Hour: \$17.33

House Wrecker - Third Year

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: \$23.97
Supplemental Benefit Rate per Hour: \$17.33

House Wrecker - Fourth Year

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: \$26.53
Supplemental Benefit Rate per Hour: \$17.33

(Mason Tenders District Council)

IRON WORKER - ORNAMENTAL
(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 4)

Iron Worker (Ornamental) - 1st Ten Months

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 50% of Journeyman's rate
Supplemental Rate Per Hour: \$36.50

Iron Worker (Ornamental) - 11 -16 Months

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 55% of Journeyperson's rate
Supplemental Rate Per Hour: \$37.62

Iron Worker (Ornamental) - 17 - 22 Months

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 60% of Journeyperson's rate
Supplemental Rate Per Hour: \$38.73

Iron Worker (Ornamental) - 23 - 28 Months

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 70% of Journeyperson's rate
Supplemental Rate Per Hour: \$40.97

Iron Worker (Ornamental) - 29 - 36 Months

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 80% of Journeyperson's rate
Supplemental Rate Per Hour: \$43.20

(Local #580)

**IRON WORKER - STRUCTURAL
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 6)**

Iron Worker (Structural) - 1st Six Months

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: \$25.48
Supplemental Benefit Rate per Hour: \$46.83

Iron Worker (Structural) - 7- 18 Months

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: \$26.08
Supplemental Benefit Rate per Hour: \$46.83

Iron Worker (Structural) - 19 - 36 months

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Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: \$26.68
Supplemental Benefit Rate per Hour: \$46.83

(Local #40 and #361)

**LABORER (FOUNDATION, CONCRETE, EXCAVATING, STREET PIPE
LAYER & COMMON)**

(Ratio Apprentice to Journeyman: 1 to 1, 1 to 3)

**Laborer (Foundation, Concrete, Excavating, Street Pipe Layer & Common) - First
1000 hours**

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 50% of Journeyman's rate
Supplemental Rate Per Hour: \$36.53

**Laborer (Foundation, Concrete, Excavating, Street Pipe Layer & Common) -
Second 1000 hours**

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 60% of Journeyman's rate
Supplemental Rate Per Hour: \$36.53

**Laborer (Foundation, Concrete, Excavating, Street Pipe Layer & Common) -
Third 1000 hours**

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 75% of Journeyman's rate
Supplemental Rate Per Hour: \$36.53

**Laborer (Foundation, Concrete, Excavating, Street Pipe Layer & Common) -
Fourth 1000 hours**

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 90% of Journeyman's rate
Supplemental Rate Per Hour: \$36.53

(Local #731)

MARBLE MECHANICS

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 4)

Cutters & Setters - First 750 Hours

Effective Period: 7/1/2015 - 6/30/2016

Wage and Supplemental Rate Per Hour: 50% of Journeyman's rate

NO BENEFITS PAID DURING THE FIRST TWO MONTHS (PROBATIONARY PERIOD)

Cutters & Setters - Second 750 Hours

Effective Period: 7/1/2015 - 6/30/2016

Wage and Supplemental Rate Per Hour: 55% of Journeyman's rate

Cutters & Setters - Third 750 Hours

Effective Period: 7/1/2015 - 6/30/2016

Wage and Supplemental Rate Per Hour: 65% of Journeyman's rate

Cutters & Setters - Fourth 750 Hours

Effective Period: 7/1/2015 - 6/30/2016

Wage and Supplemental Rate Per Hour: 75% of Journeyman's rate

Cutters & Setters - Fifth 750 Hours

Effective Period: 7/1/2015 - 6/30/2016

Wage and Supplemental Rate Per Hour: 85% of Journeyman's rate

Cutters & Setters - Sixth 750 Hours

Effective Period: 7/1/2015 - 6/30/2016

Wage and Supplemental Rate Per Hour: 95% of Journeyman's rate

Polishers & Finishers - First 750 Hours

Effective Period: 7/1/2015 - 6/30/2016

Wage and Supplemental Rate Per Hour: 50% of Journeyman's rate

NO BENEFITS PAID DURING THE FIRST TWO MONTHS (PROBATIONARY PERIOD)

Polishers & Finishers - Second 750 Hours

Effective Period: 7/1/2015 - 6/30/2016

Wage and Supplemental Rate Per Hour: 60% of Journeyman's rate

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Polishers & Finishers - Third 750 Hours

Effective Period: 7/1/2015 - 6/30/2016
Wage and Supplemental Rate Per Hour: 75% of Journeyperson's rate

Polishers & Finishers - Fourth 750 Hours

Effective Period: 7/1/2015 - 6/30/2016
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: 7/1/2015 - 6/30/2016
Wage Rate per Hour: \$21.39
Supplemental Benefit Rate per Hour: \$18.44

Mason Tender - Second Year

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: \$22.54
Supplemental Benefit Rate per Hour: \$18.44

Mason Tender - Third Year

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: \$24.29
Supplemental Benefit Rate per Hour: \$18.49

Mason Tender - Fourth Year

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: \$26.95
Supplemental Benefit Rate per Hour: \$18.49

(Local #79)

METALLIC LATHER

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)

Metallic Lather (First Year -Called Prior to 6/29/11)

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$29.41

Supplemental Benefit Rate per Hour: \$22.89

Metallic Lather (Second Year - Called Prior to 6/29/11)

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$34.01

Supplemental Benefit Rate per Hour: \$24.54

Metallic Lather (Third Year - Called Prior to 6/29/11)

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$39.07

Supplemental Benefit Rate per Hour: \$25.69

Metallic Lather (First Year -Called On Or After 6/29/11)

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$23.01

Supplemental Benefit Rate per Hour: \$17.95

Metallic Lather (Second Year - Called On Or After 6/29/11)

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$28.11

Supplemental Benefit Rate per Hour: \$17.95

Metallic Lather (Third Year - Called On Or After 6/29/11)

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$33.21

Supplemental Benefit Rate per Hour: \$17.95

(Local #46)

MILLWRIGHT

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 4)

Millwright (First Year)

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$27.23

Supplemental Benefit Rate per Hour: \$34.06

Millwright (Second Year)

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$32.18

Supplemental Benefit Rate per Hour: \$37.62

Millwright (Third Year)

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$37.13

Supplemental Benefit Rate per Hour: \$41.83

Millwright (Fourth Year)

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$47.03

Supplemental Benefit Rate per Hour: \$48.31

(Local #740)

PAVER AND ROADBUILDER

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)

Paver and Roadbuilder - First Year (Minimum 1000 hours)

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$27.05

Supplemental Benefit Rate per Hour: \$17.12

Paver and Roadbuilder - Second Year (Minimum 1000 hours)

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Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: \$28.69
Supplemental Benefit Rate per Hour: \$17.12

(Local #1010)

PAINTER
(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)

Painter - Brush & Roller - First Year

Effective Period: 7/1/2015 - 10/31/2015
Wage Rate per Hour: \$15.80
Supplemental Benefit Rate per Hour: \$11.88

Effective Period: 11/1/2015 - 6/30/2016
Wage Rate per Hour: \$16.40
Supplemental Benefit Rate per Hour: \$12.13

Painter - Brush & Roller - Second Year

Effective Period: 7/1/2015 - 10/31/2015
Wage Rate per Hour: \$19.75
Supplemental Benefit Rate per Hour: \$15.73

Effective Period: 11/1/2015 - 6/30/2016
Wage Rate per Hour: \$20.50
Supplemental Benefit Rate per Hour: \$15.98

Painter - Brush & Roller - Third Year

Effective Period: 7/1/2015 - 10/31/2015
Wage Rate per Hour: \$23.70
Supplemental Benefit Rate per Hour: \$18.64

Effective Period: 11/1/2015 - 6/30/2016
Wage Rate per Hour: \$24.60
Supplemental Benefit Rate per Hour: \$18.89

Painter - Brush & Roller - Fourth Year

Effective Period: 7/1/2015 - 10/31/2015
Wage Rate per Hour: \$31.60

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Supplemental Benefit Rate per Hour: **\$24.02**

Effective Period: 11/1/2015 - 6/30/2016

Wage Rate per Hour: **\$32.80**

Supplemental Benefit Rate per Hour: **\$24.27**

(District Council of Painters)

PAINTER - STRUCTURAL STEEL

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)

Painters - Structural Steel (First Year)

Effective Period: 7/1/2015 - 6/30/2016

Wage and Supplemental Rate Per Hour: 40% of Journeyman's rate

Painters - Structural Steel (Second Year)

Effective Period: 7/1/2015 - 6/30/2016

Wage and Supplemental Rate Per Hour: 60% of Journeyman's rate

Painters - Structural Steel (Third Year)

Effective Period: 7/1/2015 - 6/30/2016

Wage and Supplemental Rate Per Hour: 80% of Journeyman's rate

(Local #806)

PLASTERER

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)

Plasterer - First Year: 1st Six Months

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate Per Hour: 40% of Journeyman's rate

Supplemental Rate Per Hour: \$15.76

Plasterer - First Year: 2nd Six Months

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Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 45% of Journeyperson's rate
Supplemental Rate Per Hour: \$16.24

Plasterer - Second Year: 1st Six Months

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 55% of Journeyperson's rate
Supplemental Rate Per Hour: \$18.21

Plasterer - Second Year: 2nd Six Months

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 60% of Journeyperson's rate
Supplemental Rate Per Hour: \$19.29

Plasterer - Third Year: 1st Six Months

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 70% of Journeyperson's rate
Supplemental Rate Per Hour: \$21.46

Plasterer - Third Year: 2nd Six Months

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 75% of Journeyperson's rate
Supplemental Rate Per Hour: \$22.54

(Local #530)

PLUMBER

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Plumber - First Year: 1st Six Months

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: \$14.00
Supplemental Benefit Rate per Hour: \$0.71

Plumber - First Year: 2nd Six Months

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: \$14.00

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Supplemental Benefit Rate per Hour: \$2.96

Plumber - Second Year

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$23.87

Supplemental Benefit Rate per Hour: \$12.76

Plumber - Third Year

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$25.97

Supplemental Benefit Rate per Hour: \$12.76

Plumber - Fourth Year

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$28.82

Supplemental Benefit Rate per Hour: \$12.76

Plumber - Fifth Year: 1st Six Months

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$30.22

Supplemental Benefit Rate per Hour: \$12.76

Plumber - Fifth Year: 2nd Six Months

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$42.29

Supplemental Benefit Rate per Hour: \$12.76

(Plumbers Local #1)

**POINTER - WATERPROOFER, CAULKER MECHANIC (EXTERIOR
BUILDING RENOVATION)**

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

Pointer - Waterproofer, Caulker Mechanic - First Year

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$25.01

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Supplemental Benefit Rate per Hour: \$4.75

Pointer - Waterproofer, Caulker Mechanic - Second Year

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$27.25

Supplemental Benefit Rate per Hour: \$9.70

Pointer - Waterproofer, Caulker Mechanic - Third Year

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$32.24

Supplemental Benefit Rate per Hour: \$12.45

Pointer - Waterproofer, Caulker Mechanic - Fourth Year

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$38.66

Supplemental Benefit Rate per Hour: \$12.45

(Bricklayer District Council)

ROOFER

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 2)

Roofer - First Year

Effective Period: 7/1/2015 - 6/30/2016

Wage and Supplemental Rate Per Hour: 35% of Journeyman's Rate

Roofer - Second Year

Effective Period: 7/1/2015 - 6/30/2016

Wage and Supplemental Rate Per Hour: 50% of Journeyman's Rate

Roofer - Third Year

Effective Period: 7/1/2015 - 6/30/2016

Wage and Supplemental Rate Per Hour: 60% of Journeyman's Rate

Roofer - Fourth Year

Effective Period: 7/1/2015 - 6/30/2016

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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: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 25% of Journeyperson's rate
Supplemental Rate Per Hour: \$6.24

Sheet Metal Worker (7-18 Months)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 35% of Journeyperson's rate
Supplemental Rate Per Hour: \$16.71

Sheet Metal Worker (19-30 Months)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 45% of Journeyperson's rate
Supplemental Rate Per Hour: \$23.00

Sheet Metal Worker (31-36 Months)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 55% of Journeyperson's rate
Supplemental Rate Per Hour: \$27.02

Sheet Metal Worker (37-42 Months)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 60% of Journeyperson's rate
Supplemental Rate Per Hour: \$29.06

Sheet Metal Worker (43-48 Months)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 70% of Journeyperson's rate
Supplemental Rate Per Hour: \$33.10

Sheet Metal Worker (49-54 Months)

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Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 75% of Journeyman's rate
Supplemental Rate Per Hour: \$35.12

Sheet Metal Worker (55-60 Months)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 80% of Journeyman's rate
Supplemental Rate Per Hour: \$37.15

(Local #28)

SIGN ERECTOR

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 4)

Sign Erector - First Year: 1st Six Months

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 35% of Journeyman's rate
Supplemental Rate Per Hour: \$13.18

Sign Erector - First Year: 2nd Six Months

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 40% of Journeyman's rate
Supplemental Rate Per Hour: \$14.95

Sign Erector - Second Year: 1st Six Months

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 45% of Journeyman's rate
Supplemental Rate Per Hour: \$16.74

Sign Erector - Second Year: 2nd Six Months

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 50% of Journeyman's rate
Supplemental Rate Per Hour: \$18.52

Sign Erector - Third Year: 1st Six Months

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 55% of Journeyman's rate
Supplemental Rate Per Hour: \$24.94

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Sign Erector - Third Year: 2nd Six Months

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 60% of Journeyman's rate
Supplemental Rate Per Hour: \$26.87

Sign Erector - Fourth Year: 1st Six Months

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 65% of Journeyman's rate
Supplemental Rate Per Hour: \$29.47

Sign Erector - Fourth Year: 2nd Six Months

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 70% of Journeyman's rate
Supplemental Rate Per Hour: \$31.46

Sign Erector - Fifth Year

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 75% of Journeyman's rate
Supplemental Rate Per Hour: \$33.43

Sign Erector - Sixth Year

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 80% of Journeyman's rate
Supplemental Rate Per Hour: \$35.41

(Local #137)

STEAMFITTER

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)

Steamfitter - First Year

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate and Supplemental Per Hour: 40% of Journeyman's rate

Steamfitter - Second Year

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate and Supplemental Rate Per Hour: 50% of Journeyman's rate.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Steamfitter - Third Year

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate and Supplemental Rate per Hour: 65% of Journeyperson's rate.

Steamfitter - Fourth Year

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate and Supplemental Rate Per Hour: 80% of Journeyperson's rate.

Steamfitter - Fifth Year

Effective Period: 7/1/2015 - 6/30/2016

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: 7/1/2015 - 6/30/2016

Wage and Supplemental Rate Per Hour: 50% of Journeyperson's rate

Stone Mason - Setters - Second 750 Hours

Effective Period: 7/1/2015 - 6/30/2016

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: 7/1/2015 - 6/30/2016

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: 7/1/2015 - 6/30/2016

Wage Rate Per Hour: 80% of Journeyperson's rate

Supplemental Rate Per Hour: 50% of Journeyperson's rate

Stone Mason - Setters - Fifth 750 Hours

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 90% of Journeyman's rate
Supplemental Rate Per Hour: 50% of Journeyman's rate

Stone Mason - Setters - Sixth 750 Hours

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 100% of Journeyman's rate
Supplemental Rate Per Hour: 50% of Journeyman's rate

(Bricklayers District Council)

TAPER

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 4)

Drywall Taper - First Year

Effective Period: 7/1/2015 - 6/30/2016
Wage and Supplemental Rate Per Hour: 40% of Journeyman's rate

Drywall Taper - Second Year

Effective Period: 7/1/2015 - 6/30/2016
Wage and Supplemental Rate Per Hour: 60% of Journeyman's rate

Drywall Taper - Third Year

Effective Period: 7/1/2015 - 6/30/2016
Wage and Supplemental Rate Per Hour: 80% of Journeyman's rate

(Local #1974)

TILE LAYER - SETTER

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 4)

Tile Layer - Setter - First 750 Hours

Effective Period: 7/1/2015 - 6/30/2016

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Wage and Supplemental Rate Per Hour: 50% of Journeyperson's rate

Tile Layer - Setter - Second 750 Hours

Effective Period: 7/1/2015 - 6/30/2016

Wage and Supplemental Rate Per Hour: 55% of Journeyperson's rate

Tile Layer - Setter - Third 750 Hours

Effective Period: 7/1/2015 - 6/30/2016

Wage and Supplemental Rate Per Hour: 65% of Journeyperson's rate

Tile Layer - Setter - Fourth 750 Hours

Effective Period: 7/1/2015 - 6/30/2016

Wage and Supplemental Rate Per Hour: 75% of Journeyperson's rate

Tile Layer - Setter - Fifth 750 Hours

Effective Period: 7/1/2015 - 6/30/2016

Wage and Supplemental Rate Per Hour: 85% of Journeyperson's rate

Tile Layer - Setter - Sixth 750 Hours

Effective Period: 7/1/2015 - 6/30/2016

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: 7/1/2015 - 6/30/2016

Wage Rate Per Hour: 40% of Journeyperson's rate

Supplemental Rate Per Hour: \$31.54

Timberperson - Second Year

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate Per Hour: 50% of Journeyperson's rate

Supplemental Rate Per Hour: \$31.54

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Timberperson - Third Year

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 65% of Journeyperson's rate
Supplemental Rate Per Hour: \$31.54

Timberperson - Fourth Year

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 80% of Journeyperson's rate
Supplemental Rate Per Hour: \$31.54

(Local #1536)

Issue Date - January 15, 2015



NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

**DDC STANDARD GENERAL CONDITIONS
FOR MULTIPLE CONTRACT PROJECTS**



NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

Issue Date - January 15, 2015

NO TEXT



NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

Issue Date - January 15, 2015

**DIVISION 01 – DDC STANDARD GENERAL CONDITIONS
MULTIPLE CONTRACT PROJECTS**

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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.
- C. **MULTIPLE CONTRACTS:** The Project involves multiple separate Contracts: (1) Contract for General Construction Work ("GC Contract"), (2) Contract for Plumbing Work ("Plumbing Contract"), (3) Heating/Ventilating/Air-Conditioning/Fire Protection Work ("HVAC and Fire Protection Contract"), and (4) Electrical Work ("Electrical Contract"). The Contracts pertaining to the Project are set forth in the Addendum. These Division 01 Standard General Conditions are applicable to all Contracts for the Project and shall constitute an integral part of each separate Contract to the same extent as though repeated in full therein.

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
- B. This section includes a summary of each Contract, including responsibilities for coordination and temporary facilities and controls.
- C. Specific requirements of each Contract are also indicated in individual Specification Sections and on Drawings.
- D. Throughout these General Conditions, various responsibilities and obligations are assigned to each of the following four Contractors for:
 - 1) General Construction Work ("GC Contractor")
 - 2) Plumbing Work ("Plumbing Contractor")
 - 3) Heating/ Ventilating/ Air-Conditioning/ Fire Protection Work ("HVAC and Fire Protection Contractor"), and
 - 4) Electrical Work ("Electrical Contractor")

In the event the Project does not involve all four Contracts, the responsibilities and obligations of each omitted Contract shall be assigned to one of the Contracts included in the Project. The Addendum specifies which Contractor shall perform the responsibilities and obligations of each omitted Contract, as set forth in the General Conditions.



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 this project.

REFER TO THE ADDENDUM FOR THE APPLICABILITY OF SUB-SECTION 1.4 B

- B. LEED: 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."

REFER TO THE ADDENDUM FOR THE APPLICABILITY OF SUB-SECTION 1.4 C

- C. COMMISSIONING: 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. Each 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 this project.
- E. COMPLETION OF WORK – Work to be done under each separate Contract comprises 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 each separate Contract but not shown on the Contract Drawings in their present form, or vice versa, is required, and shall be performed by each 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 each 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, each Contractor shall be deemed to have estimated the most expensive way of doing the work unless each 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.
- J. **COOPERATION BETWEEN CONTRACTORS** – Inasmuch as the completion of the Project within the prescribed limit of time is dependent largely upon the close and active cooperation of all those engaged herein, it is therefore expressly understood and agreed that the Contractor shall lay out and install all work at such time or times and in such manner as not to delay or interfere with the carrying forward of the work of other Contractors. In the event of any dispute regarding possible or alleged interference between the various Contractors which may retard the progress of the work, the Contractor shall file a dispute in accordance with the Article of the Contract entitled "Dispute Resolution".

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 GC 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. **PRINTS**: Each Contractor, other than GC Contractor referred to in Paragraph B, will receive three (3) complete sets of paper prints of all Drawings listed in Paragraph A and specifications.
- D. **ADDITIONAL COPIES** of Drawings and Specifications, when requested, will be furnished to each Contractor if available.
- E. **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.
- F. **COMPENSATION** - Where Supplementary Drawings entail extra work, compensation therefore to the affected Contractor shall be subject to the terms of the Contract. The Supplementary Drawings shall be binding upon such Contractor with the same force as the Contract Drawings.
- G. **SUPPLEMENTARY DRAWING PRINTS** - Three (3) copies of prints of these Supplementary Drawings will be furnished to the affected Contractor(s).
- H. **COPIES TO SUBCONTRACTORS** - Each Contractor shall furnish to 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 SEPARATION OF WORK BETWEEN TRADES:

- A. SCHEDULE E – Requirements for various items of work are included in the Specifications for the separate contracts for the Project and in the General Conditions. Schedule E delineates the responsibilities of each separate contractor for various items of work, as well as the extent to which certain items involve coordination between trades. Schedule E is included in the Addendum. The delineation set forth in Schedule E shall be taken as specific instruction to each Contractor that is responsible for the listed items of work. Schedule E is not intended to limit the Contractor's responsibility for supervision and coordination as set forth in Paragraph B below. In the event of any conflict between the Specifications, the General Conditions and Schedule E, Schedule E shall take precedence; provided, however, in the event of an omission from Schedule E (i.e., Schedule E omits either a reference to or information concerning an item of work which is set forth in the Specifications or the General Conditions), such omission from Schedule E shall have no effect and the Contractor's obligation to perform the work, as set forth in the Specifications or the General Conditions, shall remain in full force and effect.
- B. SUPERVISION AND COORDINATION – Each Contractor is required to supply all necessary supervision and coordination information to other Contractors who are to supply work to accommodate their installation.

1.7 COORDINATION:

- A. COORDINATION AND COOPERATION - Each Contractor shall consult and study the requirements of the Contract Drawings and Specifications of all Contracts furnished to the Contractor, 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: - Each 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 each Contractor proceeds with any work. Figures shall be used in preference to scale dimensions and large-scale drawings in preference to small-scale drawings.

1.8 SHOP DRAWINGS AND RECORD DRAWINGS:

- A. Refer to Division I Section 01 33 00 – SUBMITTAL PROCEDURES and Section 01 78 39 – PROJECT RECORD DRAWINGS for requirements applicable to shop drawings and record drawings.

1.9 INTEGRATED DRAWINGS:

- A. Refer to Division I Section 01 33 00 – SUBMITTAL PROCEDURES for requirements of each Contractor.



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1.10 TEMPORARY FACILITIES, SERVICES AND CONTROLS:

- A. Refer to Division I Section 01 50 00 – TEMPORARY FACILITIES SERVICES AND CONTROLS and SCHEDULE E which is set forth in the Addendum for the responsibilities of each separate Contractor.

1.11 DUST CONTROL:

- A. The GC 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.

1.12 SUBSTITUTIONS:

- A. Each Contractor shall cooperate with other Contractors involved to coordinate approved substitutions with remainder of the Work.

1.13 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. Each Contractor shall submit to the Commissioner a written request, in quadruplicate, for payment for materials purchased or to be purchased which need 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.



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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 each 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)



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\$ 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)

Each Contractor may requisition for one-half (1/2) of the Mobilization Payment upon satisfactory completion of the following as applicable:

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:** Each 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.

1.14 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 affected 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.

1.15 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.



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B. INTERRUPTION OF EXISTING FACILITIES:

1. Each 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



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MULTIPLE CONTRACT PROJECTS
Issue Date - January 15, 2015

NO TEXT

SUMMARY
01 10 00 -10



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. Each 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: Each 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. Each 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. Each 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: Each 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: Each 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 each Contractor and handled or disposed of as directed. Each



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: Each Contractor shall prepare applicable Coordination Drawings in compliance with the requirements for Integrated 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, each 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 each 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 each Contractor will then dictate a brief statement for the record.
 - 2. Coordination: In addition to construction progress meetings called by the Resident Engineer, the GC Contractor shall hold regularly scheduled meetings for the purpose of coordinating; expediting and scheduling the work of all Contracts in accordance with the master coordinated Job Progress Chart. All Contractors and their subcontractors, material suppliers or vendors whose presence is necessary, are required to attend. These meetings may, at the discretion of the GC 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 GC 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; each Contractor and their 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.



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2. Attendees:
 - a. Design Consultant and applicable sub-consultants
 - b. Client Agency Representative
 - c. Representatives from each 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 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 each Contractor. RFIs submitted by entities other than the 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: Each 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:

- A. Copies of all correspondence to DDC shall be sent directly to the Resident Engineer at the job site.



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1.9 CONTRACTOR'S DAILY REPORTS:

- A. Each 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



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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. Each Contractor shall prepare a preliminary 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 GC 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, each Contractor shall sign and date a reproducible form of the Composite Schedule. The Composite Schedule must be finalized and signed by each 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 Sub-Section 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. Each 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. Each 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 Contractors 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, each Contractor shall sign and date a reproducible form of the Schedule. Such schedule must be prepared and submitted by each 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: Each 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, each Contractor must review this Schedule with the Resident Engineer and the Design Consultant. Within 10 days after the kick-off meeting, each 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 each 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 each 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 each 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 each Contractor. Upon acceptance, the Resident Engineer will date and sign the schedule as approved and transmit it to the Design Consultant, Contractors and others within DDC as he/she deems appropriate.



2.6 REPORTS:

- A. Daily Construction Reports: Each 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 each Contractor's Superintendent and shall bear the Contractor's Superintendent's 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: Each 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



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Division 01 – DDC STANDARD GENERAL CONDITIONS
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NO TEXT

CONSTRUCTION PROGRESS DOCUMENTATION
01 32 00 - 6



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**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].

1.12 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 GC 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. Each 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 GC Contractor shall include the provisions set forth below in its agreement with the Photographer who will provide the construction photographs described in this section. The GC 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.



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- 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 the photographer, as specified and required by individual sections of the Contract documents or at the direction of the Commissioner, shall take



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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 Orientation sessions is required the GC Contractor shall provide the services of a Videographer as indicated in Section 01 79 00, DEMONSTRATION AND OWNER'S PRE-ACCEPTANCE ORIENTATION, and Section 01 91 13 GENERAL COMMISSIONING REQUIREMENTS.

3.6 FINAL COMPLETION CONSTRUCTION PHOTOGRAPHS:

- A. Take color photographs of minimum eight (8) unobstructed views of the completed project or project and site, as directed by the Commissioner and after all scaffolding, hoists, shanties, field offices or other temporary work has been removed and final cleaning is done after date of Substantial Completion for submission as Project Record Documents. Submit four (4) sets of each view of Presentation Quality photographic prints including negatives and/or digital images electronic file

END OF SECTION 01 32 33



NEW YORK CITY DEPARTMENT OF
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Division 01 – DDC STANDARD GENERAL CONDITIONS
MULTIPLE CONTRACT PROJECTS
Issue Date - January 15, 2015

NO TEXT

PHOTOGRAPHIC DOCUMENTATION
01 32 33 - 6



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**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 INTEGRATED DRAWINGS:

- A. The GC Contractor shall provide to the HVAC Contractor reflected ceiling starting points or plans, showing beam soffits elevations, ceiling heights, roof openings, etc.
- B. The HVAC Contractor shall prepare a 3/8 inch scale drawing or drawings showing ductwork, heating and sprinkler piping. This drawing shall include location of grilles, registers, etc. and access doors in hung ceilings. Location shall be fixed by elevations and dimensions from column center lines and/or walls.
- C. The HVAC Contractor shall prepare and issue a 3/8 inch scale original reproducible drawing or drawings of the above to the GC Contractor and a print of same to the Resident Engineer.
- D. The GC Contractor shall lay out on the original reproducible drawing, the reflected ceiling plan, beam soffit elevations, ceiling heights, roof opening, etc. and issue the original reproducible drawing to the Plumbing Contractor, and a print of same to the Resident Engineer.



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- E. The Plumbing Contractor shall lay out on the original reproducible drawing its piping, valves, cleanouts, etc., indicating locations and elevations and shall indicate the necessary access doors, and issue the original reproducible drawing to the Electrical Contractor and print of same to the Resident Engineer.
- F. The Electrical Contractor shall indicate on the original reproducible drawing its fixtures, large conduit runs, clearances, pull boxes, junction boxes, sound system speakers, etc., and issue the original reproducible drawing to the Resident Engineer.
- G. The Resident Engineer will call as many meetings with each Contractor as are necessary to resolve any conflicts that become apparent. The Resident Engineer will call on the services of the Design Consultant where necessary.
- H. Upon resolution of the conflicts, the HVAC Contractor shall provide a reproducible drawing of the coordinated drawing or drawings, which will become the Master Integrated Drawing. The Master Integrated Drawing shall be signed by each Contractor to indicate its acceptance of the arrangement of the work.
- I. A reproducible copy of the Master Integrated Drawing or Drawings will be provided by the HVAC Contractor to each Contractor, the Resident Engineer and to the Design Consultant for information.
- J. Each Contractor shall prepare its Shop Drawings in accordance with the Master Integrated Drawings. No work will be permitted without approved Shop Drawings. It is therefore essential that this procedure be instituted as quickly as possible.
- K. Each Contractor shall be held strictly accountable for cooperation in preparing the Integrated Drawing or Drawings.

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. Each Contractor shall make available to its subcontractors the necessary Contract Documents and shall instruct such subcontractors 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).



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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. Each 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 responsible for preparation of the shop drawings 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:** Each 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:** Each 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 Contractors or 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 Contractor and subcontractors so affected. [These accepted Shop Drawings shall be distributed to the affected Contractor and subcontractors when required with a copy of the transmittal to the Resident Engineer.]



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- 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: Each 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: Each Contractor must make such corrections and changes and again submit seven (7) copies of each Product Data for the review of the Design Consultant. The Contractor shall revise and resubmit the Product Data as required by the Design Consultant until the submission is



stamped "No Exceptions Taken" by the Design Consultant. However, Product Data which has been stamped "Make Corrections Noted" shall be considered an "Accepted" Product Data and NEED NOT be resubmitted.

H. Samples of Materials:

1. For samples of materials involving electrical work of any nature, refer to Section 00 35 06 - General Electrical Requirements.
2. Samples shall be in triplicate, of sufficient size to show the quality, type, range of color, finish and texture of the material.
3. Each of the samples shall be labeled as follows:
 - a. Name of the Project, DDC Project Number and Contract Number.
 - b. Name and quality of the material.
 - c. Date.
 - d. Name of Contractor, subcontractor, manufacturer and supplier.
 - e. Related Specification or Contract Drawing reference to the samples submitted.
4. A letter of transmittal, in triplicate, from the Contractor requesting acceptance must accompany all such samples.
5. Transportation charges to the Design Consultant's office must be prepaid on all samples forwarded.
6. Samples for testing purposes shall be as required in the Specifications.
7. Samples on Display: When samples are specified to be equal to approved product, they shall be carefully examined by the Contractor and by those whom the Contractor expects to employ for the furnishing of such materials.
8. Timely Submissions Log/Schedule: Samples shall be submitted in accordance with approved Shop Drawing log so as to permit proper consideration without delaying any operation under the project. Materials should not be ordered until acceptance is received, in writing, from the Design Consultant. All materials shall be furnished equal in every respect to the accepted samples.
9. The Acceptance of any samples will be given as promptly as possible, and shall be only for the characteristic color, texture, strength, or other feature of the material named in such approval, and no other. When this approval is issued by the Design Consultant, it is done with the distinct understanding that the materials to be furnished will fully and completely comply with the Specifications, the determination of which may be made at some later date by a laboratory test or by other procedure. Use of materials will be permitted only so long as the quality remains equal to the approved samples and complies in every respect with the Specifications, and the colors and textures of the samples on file in the office of the Design Consultant, for the project.
10. Acceptability of test Data: The Commissioner will be the final judge as to acceptability of laboratory test data and performance in service of materials submitted.
11. Valuable Samples: Valuable samples, such as hardware, plumbing and electrical fixtures, etc., not destroyed by inspection or test, will be returned to the Contractor and may be incorporated into the work after all questions of acceptability have been settled, providing suitable permanent records are made as to the location of the samples, their properties, etc.
12. Equivalent Quality: Any material, article and/or equipment which is designated in the Drawings and/or Specifications by a number in the catalogue of any manufacturer or by a manufacturer's grade or trade name is designated for the purpose of describing the material, article and/or equipment and fixing the standard of performance and/or function, as well as the quality and/or finish. Any material, article and/or equipment which is other than what is specified in the Drawings



and/or Specifications will only be accepted if the Commissioner makes a written determination that such material, article and/or equipment is equivalent to that which is specified in the Drawings and/or Specifications.

13. The submission of any material, article and/or equipment as the equal of any material, article and/or equipment set forth in the Drawings and/or Specifications as a standard shall be accompanied by any and all information essential for determining whether such proposed material, article and/or equipment is equivalent to that which is specified. Such information shall include, without limitation, illustrations, drawings, descriptions, catalogues, records of tests, samples, as well as information regarding the finish, durability and satisfactory use of such proposed material, article and/or equipment under similar operating conditions.

REFER TO THE ADDENDUM FOR THE APPLICABILITY OF SUB-SECTION 1.7

1.7 LEED SUBMITTALS:

- A. Comply with submittal requirements specified in Section 01 74 19, CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL; Section 01 81 13, SUSTAINABLE DESIGN REQUIREMENTS FOR LEED BUILDINGS; Section 01 81 13.13, VOLATILE ORGANIC COMPOUND (VOC) LIMITS FOR ADHESIVES, SEALANTS, PAINTS AND COATINGS FOR LEED BUILDINGS; Section 01 81 19, INDOOR AIR QUALITY REQUIREMENTS FOR LEED BUILDINGS and Section 01 91 13, GENERAL COMMISSIONING REQUIREMENTS.
- B. LEED Building submittal information shall be assembled into one package per each applicable specification section, separate from all other non-LEED submittals. Each submittal package shall have a separate transmittal and identification as described in Sub-Section 1.6 herein.
- C. Number of Copies: Submit FOUR (4) copies of LEED submittals, in accordance with procedure described in Sub-Section 1.6 herein, unless otherwise indicated.
- 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.

1.8 ULTRA LOW SULFUR DIESEL FUEL AND BEST AVAILABLE TECHNOLOGY REPORTING:

- A. In accordance with Section 01 10 00 Summary, Sub-Section 1.13E, each 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



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Division 01 – DDC STANDARD GENERAL CONDITIONS
MULTIPLE CONTRACT PROJECTS
Issue Date - January 15, 2015

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 all Contractors furnishing mechanical equipment under their respective contracts. 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 HVAC Contractor shall follow these Contract Drawings in laying out the work and verify the spaces in which it will be installed. The HVAC Contractor shall submit, as directed, Mechanical Shop Drawings, roughing drawings, manufacturer's Shop Drawings, field drawings, cuts, bulletins, etc., of all materials, equipment and methods of installation shown or specified in accordance with Section 01 33 00 SUBMITTAL PROCEDURES.



1. Submit sheet metal shop standards. Submit manufacturer's product data including gauges, materials, types of joints, scaling materials and installations for metal ductwork materials and products.
2. Submit scaled layout drawing (3/8"=1') of metal ductwork and fittings including, but not limited to, duct sizes, locations, elevations, slopes of horizontal runs, wall and floor penetrations and connections. Show modifications of indicated requirements made to conform to local shop practice and how those modifications ensure that free area, materials and rigidity are not reduced. Layouts should include all the room plans, mechanical equipment rooms and penthouses. Method of attachment of duct hangers to building construction all with the support details. Coordinate shop drawings with related trades prior to submission.
3. Indicate duct fittings, particulars such as gauges, sizes, welds and configuration prior to start of work for low-pressure systems.
4. Submit maintenance data and parts lists for metal ductwork materials and products. Include this data, product data and shop drawings in maintenance manual.

1.6 ACCESSIBILITY:

All work shall be installed by the HVAC 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 HVAC 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 HVAC 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 HVAC 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 HVAC 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 HVAC Contractor shall be designed by an Engineer licensed in New York State retained by the GC Contractor. Supporting structures shall be built by the GC 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.



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- 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 HVAC 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 HVAC 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 HVAC 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 HVAC 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 HVAC Contractor shall make all adjustments and tests required by the Commissioner to prove that such equipment is in proper and satisfactory operating condition. The HVAC 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 HVAC Contractor shall obtain certificates of inspection, approval, acceptance and of compliance with all laws from all agencies and/or entities having jurisdiction over the work and shall deliver these certificates to the Commissioner in accordance with Section 01 77 00 CLOSEOUT PROCEDURES. The work shall not be deemed substantially complete until the certificates have been delivered.

PART II – PRODUCTS (Not Used)

PART III – EXECUTION (Not Used)

END OF SECTION 01 35 03



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Division 01 – DDC STANDARD GENERAL CONDITIONS
MULTIPLE CONTRACT PROJECTS
Issue Date - January 15, 2015

NO TEXT

GENERAL MECHANICAL REQUIREMENTS
01 35 03 - 4



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 panelboard 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 for other than the Contract for Electrical Work.

- 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 Electrical Contractor shall notify the Commissioner when the Electrical 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 Electrical 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 Electrical 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 Electrical 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 Electrical 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. Any 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, such Contractor shall protect all equipment against theft, injury or damage from all causes. Such Contractor shall carefully store all equipment received for work, which is not immediately installed. If any apparatus 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 such Contractor or replaced by such 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 Electrical 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 Electrical 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 Electrical 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 Contracts.

(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 each Contractor shall provide whatever labor and materials are found necessary, within the scope of its 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 Plumbing Contractor and shall extend one (1) inch above finished floor.
- D. **COORDINATION:** Each 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. Each 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 who caused the damage. Each 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. Any Contractor who pierces waterproofing because of the installation of their work shall, at their own expense, restore the waterproofing to the satisfaction of the Commissioner.
- F. **ELECTRICAL WORK AT SITE:** Any Contractor who is required to furnish equipment consisting of a number of related electrical devices or appliances, mounted in a single enclosure, or on a common base,



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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 who furnished the unit, without additional cost to the City.

- G. **COOPERATION AMONG CONTRACTORS:** Whenever an electrically operated unit or system involves the combined work of several Contractors for its installation and successful operation, each Contractor shall exercise the utmost diligence in cooperating with others to produce a complete, harmonious installation.
- H. **WORK BY CONTRACTORS FURNISHING ELECTRICAL EQUIPMENT:** Any Contractor who furnishes an electrically operated or motorized unit of equipment shall install same and, as part of its Contract, perform the following work in connection therewith:
1. **FOUNDATIONS:** Unless otherwise specified or indicated, the Contractor furnishing electrically operated equipment shall also furnish and install approved foundations for same. Special foundations, if required, will be described in the detailed Specification and/or in the Drawings.
 - a. **MATERIAL -** All foundations, unless required otherwise, shall rest on a structural slab and shall be of poured concrete, of a mixture specified for reinforced concrete. Foundations shall present a neat, smooth appearance without voids, sharp corners or edges.
 - b. **DIMENSIONS:** Foundation dimensions, height above floor, methods of setting, aligning and anchoring of equipment shall be as recommended by the manufacturer of equipment and approved by the Commissioner. The minimum height of foundations above finished floor shall be four (4) inches and foundations shall extend at least six (6) inches at all sides beyond the base plates of equipment.
 2. At least one (1) inch of grout shall be applied under the equipment base plate after placement and alignment of the equipment.
 3. **ITEMS:** Anchor plates, bolts, sleeves, nuts and washers and other necessary items for proper installation of equipment shall be provided. The Contractor shall also furnish and set required templates to locate accurately the positions of the hold down bolts.
 4. **VIBRATION ISOLATION:** If specifically required in the detailed Specifications for a particular unit, vibration isolators shall be provided for rotating equipment.
 5. **SUPPORTS:** If any motorized equipment is required to be mounted overhead or off a wall, the Contractor supplying the unit shall furnish and install a suitable platform, bracket or shelf, whichever is appropriate or specified, and mount the equipment thereon. This support shall be constructed of Galvanized steel members, plates, etc., and the whole securely fastened to the structure or to anchors previously embedded in the wall or slab. In case of excessive vibration transmitted to structure, isolating pads or other devices shall be installed. The Contractor shall apply one (1) coat of approved Galvanized primer paint to the support and one (1) additional coat of approved paint in the field.
 6. **ASSOCIATED EQUIPMENT:** The Contractor who furnishes a motorized or electrically operated unit of equipment shall also furnish all associated motor starters, disconnect means, relays, control devices, lamps, or other devices, necessary for the successful functioning of the unit.
 7. **POINT OF DELIVERY:** Any item specified to be installed by the Contractor for Electrical Work and delivered to the site that cannot be hand carried (due to bulk, weight or timeliness) to the location of its installation is to be delivered and set in place, leveled and secured by the Contractor furnishing the equipment. Such delivery shall be to the location where it is to be installed by the Contractor for Electrical Work.
 8. **CONTROL AND INTERLOCK WIRING:**



- a. General Construction Work and Plumbing Work.
 - (1) All control wiring associated with doors and door hardware is to be furnished and installed, unless otherwise indicated, by the Contractor furnishing the doors. Power for the door operation and for its controls shall be furnished and installed by the Contractor for Electrical Work.
 - (2) All other control wiring associated with equipment furnished by either the Contractor for General Construction Work or the Contractor for Plumbing Work is to be furnished and installed by the Contractor for Electrical Work.
 - b. Contractor for Heating, Ventilating and Air Conditioning Work
 - (1) The furnishing and installing of all control devices and all control and interlock wiring for equipment furnished under the Heating, Ventilating and Air Conditioning Contract shall be by that Contractor, including any power required for any control device.
 - (2) The Contractor for Heating, Ventilating and Air Conditioning Work shall deliver to the Contractor for Electrical Work all starters and disconnect switches specified to be furnished under the Heating, Ventilating and Air Conditioning Contract. The Contractor for Electrical Work is to install the starters and disconnect switches, and furnish and install all power wiring and make connections between the starter, disconnect switch and motor or equipment being served. The motor or equipment is to be mounted by the Contractor furnishing the motor.
9. **INSTALLATION OF BURNER:** The Contractor who furnishes and installs the gas/oil-fired boiler/furnace shall also include as part of its Contract, the work of furnishing, installing and connecting all equipment, controls with necessary conduits and wiring, to a service point provided by the Contractor for Electrical Work. Unless detailed otherwise in the Specifications, the Contractor for Electrical Work shall furnish power from the power source to a junction box furnished and installed by the Contractor for the Electrical Work and located near the boiler/furnace control panel. The Contractor for Electrical Work shall also furnish and install an empty conduit and a junction box to be located at a remote location (outside of the boiler/furnace room) for an emergency shut-off switch. The shut-off switch and all other conduit and wire shall be furnished and installed by the Contractor furnishing the boiler/furnace.

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 any Contract requiring the installation of electrical conduits, boxes or fittings. Rigid steel conduit shall be used through out, 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.



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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 by the Contractor installing them 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:** The Contractor installing underground conduits, duct banks or manholes shall perform as part of its contract 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 responsible for furnishing and installing the conduit 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 who installed them 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 who installed them as directed.
- e. DRAG LINES: A drag line shall be left in all empty conduit.

B. BOXES:

1. The Electrical 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 Electrical 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 Electrical 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 Electrical 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 Electrical 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.



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- 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 Contractor furnishing a device containing lugs is to coordinate with the Electrical Work Contract Documents 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. This requirement applies to both the Electrical Contractor whose branch circuit protector must have lugs of the proper size, as well as to the Contractor who furnishes the device who may have to increase the size of that particular 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, Panelboards 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 a 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.



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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, Panelboards and Cabinets.

- A. PANELBOARDS-GENERAL TYPE: The panelboards 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 panelboard 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 Electrical 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 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, panelboards shall be enclosed and gasketed NEMA 3R type. Panelboards 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. All of the aforementioned painting is to be done by the Contractor who furnishes the boxes and trim. Where panel trims or boxes are installed on walls which are to be painted, the previously mentioned third or finishing coat of paint shall be included in the work of the Contractor who has the Contract for general interior painting.

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 any of the Contracts.

- A. **MOTOR DESIGN:** All motors shall be designed to comply with the New York State Energy Conservation and Construction Code currently in effect 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. Each Contractor who furnishes four (4) or more such motors shall also furnish, as part of its 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 Contracts under which motor control equipment is 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 who furnishes a motor 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 who furnishes the motor 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 Sub-Section 3.5 CIRCUIT



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PROTECTIVE DEVICES of the General Conditions. 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 Contractors who furnish electrically operated equipment shall give to the Electrical Contractor full information relative to sizes and locations of apparatus furnished by them which require electrical connections.

Equipment being installed by the Electrical Contractor shall be delivered to the Electrical Contractor by other Contractors in proper time and sequence so that the Electrical Contractor shall be able to meet its Project Schedule.
- I. SPARE PARTS:
 - 1. FURNISH: Each Contractor shall furnish the following spare parts pertaining to equipment furnished by each Contractor.
 - 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.

3.9

SCHEDULE OF ELECTRICAL EQUIPMENT:

Schedule D, which is set forth in the Addendum, lists requirements for electrical motor equipment that may be included in one or more of the Specifications for the separate contracts for the Project. SCHEDULE D delineates the responsibilities of each separate contractor for electrical motor control equipment. In the event of any conflict between the Specifications and SCHEDULE D, SCHEDULE D shall take precedence; provided, however, in the event of an omission from SCHEDULE D (i.e., SCHEDULE D omits either a reference to or information concerning electrical motor equipment which is set forth in the Specifications), such omission from SCHEDULE D shall have no effect and the



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Contractor's obligation with respect to the electrical motor control equipment, as set forth in the Specifications, shall remain in full force and effect.

END OF SECTION 01 35 06



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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. Each 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 each 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 GC Contractor is responsible to conduct weekly documented jobsite safety meetings, given to all jobsite personnel, including all Contractors and their 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. Each 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:

- A. Special facilities, devices, equipment and similar items used by each 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. Each 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 such 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 such 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 a Contractor is notified by the Commissioner of noncompliance with the safety provisions of the Contract, that 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. Each 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 subcontractor(s).
- B. Whenever practical, the work area shall be fenced, barricaded or otherwise blocked off from the Public or occupants to prevent unauthorized entry into the work area, in compliance with the requirements of Section 01 50 00, TEMPORARY FACILITIES, SERVICES AND CONTROLS, and including, without limitation, the following:
 - 1. Provide traffic barricades and traffic control signage where construction activities occur in vehicular areas.
 - 2. Corridors, aisles, stairways, doors and exit ways shall not be obstructed or used in a manner to encroach upon routes of ingress or egress utilized by the public or occupants, or to present an unsafe condition to the public or occupants.
 - 3. Store, position and use equipment, tools, materials, scraps and trash in a manner that does not present a hazard to the public or occupant by accidental shifting, ignition or other hazardous activity.
 - 4. Store and transport refuse and debris in a manner to prevent unsafe and unhealthy conditions for the public and occupants. Cover refuse containers, and remove refuse on a frequent regular basis acceptable to the Resident Engineer. Use tarpaulins or other means to prevent loose transported materials from dropping from trucks or other vehicles.

3.3 ENVIRONMENTAL PROTECTION:

- A. Dispose of solid, liquid and gaseous contaminants in accordance with local codes, laws, ordinances and regulations.
- B. Comply with applicable federal, state and local noise control laws, ordinances and regulations, including but not limited to 29 CFR 1910.95, 29 CFR 1926.52 and NYC Administrative Code Chapter 28 of Title 15.

END OF SECTION 01 35 26



NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

Division 01 – DDC STANDARD GENERAL CONDITIONS
MULTIPLE CONTRACT PROJECTS
Issue Date - January 15, 2015

NO TEXT

SAFETY REQUIREMENTS PROCEDURES

01 35 26 - 4



NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

**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 historic treatment of Designated Landmark Structures and structures of Landmark/Historical significance, as identified in the Addendum. Specific requirements are indicated in other sections of the project 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 Landmarks 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. **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.
- L. **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.



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1.5 SUBMITTALS:

- A. Historic Treatment Program: The Contractor responsible for Historic Treatment Work shall 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 Designated Landmark 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.
 - a. 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.



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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:**
- A. 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:**
- A. For all projects involving a Landmark Structure or Site, the GC 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



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Division 01 – DDC STANDARD GENERAL CONDITIONS
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HISTORIC TREATMENT PROCEDURES
01 35 91 - 6



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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:
1. Definitions
 2. Conflicting Requirements
 3. Quality Assurance
 4. Quality Control
 5. Approval of Materials
 6. Special Inspections (Controlled Inspection)
 7. Inspections by Other City Agencies
 8. Certificates of Approval
 9. Acceptance Tests
 10. 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 each 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. Each 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 Sub-Section 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 each 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 appropriate 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 expenses of the testing personnel assigned by the City shall not be the Contractor's obligation. 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 48 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 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 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 and 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, each Contractor will be required to arrange for all applicable 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.



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1.11 CERTIFICATES OF APPROVAL:

- A. Responsibility: Each Contractor shall be responsible for and shall obtain all final approvals for the work installed under its 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 with 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/or Work of other Contractors, 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.



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**SECTION 01 42 00
REFERENCES**

PART I – GENERAL

1.1 RELATED DOCUMENTS:

The 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 – comprised of 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



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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)



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BICSI	BICSI
BIFMA	BIFMA International (Business and Institutional Furniture Manufacturer's Association International)
BISSC	Baking Industry Sanitation Standards Committee
CIBSE	Chartered Institute of Building Services Engineers
CCC	Carpet Cushion Council
CDA	Copper Development Association
CEA	Canadian Electricity Association
CFFA	Chemical Fabrics & Film Association, Inc.
CGA	Compressed Gas Association
CGSB	Canadian General Standards Board
CIMA	Cellulose Insulation Manufacturers Association
CIPRA	Cast Iron Pipe Research Association
CISCA	Ceilings & Interior Systems Construction Association
CISPI	Cast Iron Soil Pipe Institute
CLFMI	Chain Link Fence Manufacturers Institute
CPA	Composite Panel Association
CPPA	Corrugated Polyethylene Pipe Association
CPSC	Consumer Product Safety Commission
CRI	Carpet & Rug Institute (The)
CRSI	Concrete Reinforcing Steel Institute
CSA	Canadian Standards Association
CSI	Cast Stone Institute
CSI	Construction Specifications Institute (The)
CSSB	Cedar Shake & Shingle Bureau
CTI	Cooling Technology Institute (Formerly: Cooling Tower Institute)
DASMA	Door and Access Systems Manufacturer's Association International



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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
FEMA	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



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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



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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



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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)



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END OF SECTION 01 42 00

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SECTION 01 50 00
TEMPORARY FACILITIES, SERVICES AND CONTROLS

PART 1 – GENERAL

1.1 RELATED DOCUMENTS:

- A. The following documents apply to all required work for the Project: (1) the Contract Drawings, (2) the Specifications, (3) the General Conditions, (4) the Addendum, and (5) the Contract [City of New York Standard Construction Contract].

1.2 SUMMARY:

- A. This section includes the following:
1. Temporary Water System
 2. Temporary Sanitary Facilities
 3. Temporary Electric Power, Temporary Lighting System, And Site Security Lighting:
 4. Temporary Heat
 5. Dewatering Facilities And Drains
 6. Temporary Field Office for Contractor
 7. Resident Engineer's Office
 8. Material Sheds
 9. Temporary Enclosures
 10. Temporary Partitions
 11. Temporary Fire Protection
 12. Work Fence Enclosure
 13. Rodent and Insect Control
 14. Plant Pest Control Requirements
 15. Project Identification Signage
 16. Security Guards/Fire Guards on Site
 17. Project Sign and Rendering
 18. 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 the 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 responsible for the installation of each permanent facility, services, and controls shall be responsible for the operation, maintenance, and protection of each permanent facility and service while in use during construction before Final Acceptance by the City, regardless of previously assigned responsibilities.
- B. Install, operate, maintain and protect temporary facilities 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 responsible for the installation of each permanent facility, services, and controls 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 responsible for the installation of each permanent facility, services, and controls 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 responsible for the installation of each permanent facility, services, and controls 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,



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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 Plumbing Contractor shall furnish a Temporary Water System as set forth below.
 - 1. Immediately after the Commissioner has issued an order to start work, the GC Contractor shall file an application with the Dept. of Environmental Protection for the schedule of charges for water use during construction. The GC Contractor will be responsible for payment of water charges.



2. Immediately after the Commissioner has issued an order to start work, the Plumbing 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 all Contractors and his/ her subcontractors. A copy of the above mentioned permit shall be filed with the Commissioner. The Plumbing 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 Plumbing 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 Plumbing Contractor shall take the necessary precautions to prevent the temporary water system from freezing. The Plumbing 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 Plumbing 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 GC 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 service system will be permitted for temporary water service during construction, as long as system is cleaned and maintained in a condition acceptable to the Commissioner. At Substantial Completion, the Plumbing Contractor shall restore the existing water system to conditions existing before initial use.
 2. The Plumbing Contractor shall be responsible for all repairs to the existing water service system permitted to be used for temporary water service during construction. The GC Contractor shall be responsible to maintain the facility in a clean condition on a daily basis, acceptable to the Commissioner.
 3. The GC 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 Plumbing 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 Plumbing 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).
- E. OVERTIME USE:** Whenever any Contractor(s) work before or after the regular work hours hereinafter specified under Subparagraph 3.2 F, or on a Saturday, Sunday or Holiday of any Contract, such Contractor(s) shall pay the Plumbing Contractor for the activation of the temporary water system and toilet facility services during such overtime periods. When more than one (1) Contractor is involved in overtime work, the costs thereof shall be prorated as determined by the Resident Engineer. When overtime is required by any or all Contractors on the work, the



provisions for payment for regular time use of the temporary water supply system as specified in Subparagraph 3.2 F shall apply.

- F. **ACTIVATION** - The Plumbing Contractor shall bear the cost of keeping the temporary water supply system activated from a period of time 15 minutes before the established starting time of that trade which starts work earliest in the morning, to 15 minutes after the established quitting time of that trade which stops work latest in the evening. This applies to every day in the week which is established as a regular working day for aforementioned trades and holds until completion and final acceptance of the work of the Plumbing Contractor or until the services are terminated by instructions from the Commissioner.

3.3 TEMPORARY SANITARY FACILITIES:

- A. The GC Contractor shall provide for 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 GC 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 GC 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 GC 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 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, and is applicable to, and binding on, all Contracts insofar as they are affected.
- B. **TEMPORARY ELECTRIC POWER:**
The Electrical Contractor shall provide and maintain Temporary Electric Power service and distribution system of sufficient size, capacity and power characteristics required for construction



operations for all Contracts, including but not limited to power for Temporary Lighting System, Site Security Lighting, construction equipment, hoists and 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 Electrical Contractor shall make all necessary arrangements with the Public Utility Company and pay all charges for the Temporary Electric Power system. The Electrical 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 Electrical Contractor shall make payment directly to the Public Utility Company.
 - b. APPLICATIONS FOR METER: The Electrical 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 Electrical 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 Electrical 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 Electrical 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 for the electrical energy consumed.
 - c. The Electrical 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 Electrical 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



Electrical 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 Electrical 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 Electrical 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 Electrical 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 Electrical Contractor.

REFER TO THE ADDENDUM FOR THE APPLICABILITY OF SUB-SECTION 3.4 D

D. TEMPORARY LIGHTING SYSTEM:

1. The Electrical 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 Electrical 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 Electrical 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 various Contracts.
5. **RELOCATION:** Each Contractor requiring the relocation or extension of the original Temporary Lighting System that is not required due to the normal advancement of the work, as determined by the Resident Engineer, shall bear all costs thereof.
6. **PIGTAILS:** shall be furnished with left-hand sockets with locked type guards and 40 feet of rubber covered cable. The Electrical Contractor shall furnish and distribute a minimum of three (3) complete pigtails to each Contractor. See the detailed Electrical Specifications for possible additional pigtail required.



7. **LAMPS:** The Electrical Contractor shall furnish and install one (1) complete set of lamps, including those for the trailers. Broken and burned out lamps in the general lighting system shall be replaced by the Electrical Contractor while those in the trailers shall be replaced by each Contractor using such equipment. All lamps shall be compact fluorescent.
8. **CIRCUIT PROTECTION:** The Electrical Contractor shall furnish and install GFI protection for the Temporary Lighting and Site Security Lighting Systems.
9. **ENERGIZING:** The Electrical Contractor shall keep the Temporary Lighting System energized from a period of time, 15 minutes before the established starting time of that trade, which starts work earliest in the morning to 15 minutes after the established quitting time of that trade which stops work latest in the evening. This applies to every day in the week which is established as a regular working day for any trade involved in the construction of this facility and holds until Substantial Completion and Final Acceptance of the work of the Electrical Contractor or until the services are terminated by instructions from the Commissioner.
10. **MAINTENANCE OF TEMPORARY LIGHTING SYSTEM:**
 - a. The Electrical Contractor shall maintain the Temporary Lighting System in good working order during the scheduled hours established.
 - b. The Electrical 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.
11. **ADJUSTMENT IN CONTRACT PRICE FOR TEMPORARY LIGHTING MAINTENANCE:** In the event that the temporary lighting maintenance extends beyond the Contract time through no fault of the Electrical Contractor, as determined by the Commissioner, the additional maintenance cost will be in accordance with the requirements of the following paragraphs:
 - a. Payment for maintaining Temporary facilities when required will be made at the average hourly wage for electricians plus 69% of this rate, for each hour of work done upon order of the Resident Engineer. Payments will be included in partial estimates upon submission of detailed vouchers stating date, hour and time expended for each item of work.
 - b. The addition of 69% of the average hourly wage rate specified above shall be deemed as the total allowance for all profit and overhead and for any and all other costs and expenses of any nature whatsoever, including but not limited to allowance for insurance, workman's compensation, unemployment insurance and other supplementary benefits.
12. **REMOVAL OF TEMPORARY LIGHTING SYSTEM:** The temporary lighting system shall be removed by the Electrical Contractor when authorized by the Commissioner.
13. **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 each 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 Electrical 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. All Contractors must 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 Contractor, that 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 Electrical Contractor.
5. The site security lighting shall be kept illuminated at all times during the hours of darkness. The Electrical Contractor, 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 Electrical 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 Electrical Contractor and shall be removed and disposed of by the Electrical Contractor upon completion of that phase of the project.

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 3.5C 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 responsible 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 3.5B, each Contractor shall be responsible for the provision of its own 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 3.5B, the HVAC 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 HVAC 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 HVAC 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 HVAC Contractor provided for herein is subject to the exception set forth in Sub-Section 3.5A.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 HVAC Contractor shall be responsible for the provision of Temporary Heat, except as otherwise provided in Sub-Section 3.5H.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 HVAC Contractor shall be responsible for the provision of Temporary Heat and such Contractor 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 GC Contractor shall notify all other Contractors 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 3.5A.2 above, once the building has been enclosed, the HVAC 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 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 GC 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 HVAC 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 HVAC 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 HVAC Contractor shall include in its Total Contract Price all expenses in connection with the provision of Temporary Heat in accordance with the requirements specified herein.
- 2. The total Contract duration is set forth in consecutive calendar days in Schedule A of the Addendum. The Table set forth below indicates the number of full heating seasons that are deemed included in various contract durations, which are specified in consecutive calendar days (ccds). At a minimum, a full heating season shall extend from October 15th to April 15th.

Contract Duration	Full Heating Seasons Required
up to 360 ccds	1 full heating season
360 to 720 ccds	2 full heating seasons
more than 720 ccds	3 full heating seasons

E. METHOD OF TEMPORARY HEAT:



1. The method of temporary heat shall be in conformance with the New York City Fire Code and with all applicable laws, rules and regulations. Prior to implementation, such method shall be subject to the written approval of the Commissioner.
2. The method of temporary heat shall:
 - a. Not cause the deposition of dirt or smudges upon any finished work or cause any defacement or discoloration to the finished work.
 - b. Not be injurious or harmful to people or materials.
 - c. Portable fueled heating devices or equipment **SHALL NOT BE ALLOWED** for use as temporary heat other than construction-related curing or drying in conformance with the NYC Fire Code.
3. No open fires will be permitted.

F. TEMPORARY HEATING SYSTEM:

1. The temporary system for the provision of Temporary Heat provided by the HVAC 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 GC Contractor shall coordinate with the HVAC Contractor in the work of providing Temporary Heat, and shall so coordinate its operations as to insure sufficient and timely performance of the work under all Contracts. The GC 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 GC 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 by the HVAC Contractor, the GC 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 GC 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 HVAC 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 HVAC 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 HVAC 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 HVAC 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



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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 HVAC Contractor including the placing of ancillary system equipment, shall be coordinated with the operations of all Contractors so as to insure sufficient and timely performance of the work of all Contractors. Once the permanent heating system is operating properly, the HVAC Contractor shall remove all portions of the system for Temporary Heat which are 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 HVAC 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 HVAC 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 HVAC 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 that after enclosure of the building, the Commissioner determines that (i) Contractors other than the HVAC Contractor have not sufficiently advanced the work of their contracts that is necessary and required to permit the HVAC Contractor to use the permanent or other heating equipment for the provision of Temporary Heat, and (ii) the HVAC Contractor does not bear any responsibility for such other Contractors' failure to advance the work, the City shall pay the HVAC Contractor for all differential costs for labor, material, and equipment necessary and required for the provision of a substitute system(s) for the provision of Temporary Heat or portions thereof in lieu of the permanent or other systems intended for Temporary Heat. 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.
 3. In the event the Commissioner determines that there is a need for maintenance of the permanent heating system by the HVAC Contractor after written acceptance by the Commissioner of the work of all Contractors, and that the need for such maintenance is not the fault of the HVAC Contractor, the HVAC 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 HVAC 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 HVAC 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 HVAC Contractor must present original invoices for the same. DDC reserves the right to furnish the required fuel.
- d. Deduction - In the event that any amount of the allowance set forth herein is expended for payment to the HVAC Contractor under the circumstances set forth in Paragraph b.(2) above, the Commissioner shall deduct and retain such amount out of moneys that are due and owing hereunder to the other Contractor(s) responsible for the failure to advance the work, as determined by the Commissioner. In the event the amount expended from the allowance exceeds the total sum due and owing to such other Contractor(s), such excess shall be paid to the City by such other Contractor(s) immediately upon demand.

I. RELATED ELECTRICAL WORK:

1. The Electrical 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 Electrical Contractor shall provide such items promptly when required and shall in all respects coordinate its work with the GC Contractor and the HVAC Contractor in order to facilitate the provision of Temporary Heat by the HVAC Contractor.
 - a. The Electrical 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 Electrical 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 by the HVAC Contractor. Such power shall be provided by the Electrical Contractor for the duration the HVAC Contractor is required to provide Temporary Heat, as set forth in Paragraph D above.
2. In providing the items set forth in Paragraph 1 above, the Electrical 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 Plumbing 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 its Contract. The Plumbing Contractor shall include all expenses in connection with such items of work in its Total Contract Price. The Plumbing Contractor shall provide such items of work promptly when required and shall in all respects coordinate its work with the GC Contractor and the HVAC Contractor in order to facilitate the provision of Temporary Heat by the HVAC Contractor.
2. In the event portions of the permanent plumbing equipment furnished by the Plumbing Contractor as part of the work of his Contract are used for the provision of Temporary Heat by the HVAC Contractor, either during construction or prior to acceptance by the City of the complete plumbing system, the Plumbing 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 its 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.



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3. For Projects requiring the installation of new and/or modified gas service, as well as associated meter installations, the Plumbing 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. The GC 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. Each 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 each 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 each 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 - Each 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 GC Contractor shall provide and install a lockset for the door to secure the equipment in the room. The GC Contractor shall provide two (2) keys to the Resident Engineer. After completion of the project the GC Contractor shall replace the original lockset on the door and ensure its proper operation.



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2. In addition to equipment specified in Sub-Section 3.8 (D) the GC Contractor shall provide, for exclusive use of the DDC Field Office, the following:
 - a. Two (2) single pedestal desks, 42" x 32"; two (2) swivel chairs with arms and three (3) side chairs without arms to match desk. Two metal (2) lockers, single units, 15" x 18" x 78" overall including 6" legs. Lockers to have flat key locks with two (2) keys each, General Steel products or approved equal. Two (2) full ball bearing suspension four (4) drawer vertical legal filing cabinets with locks, approximately 52"H x 28 1/2"D x 18"W.
 - b. One (1) 9000 B.T.U air conditioner or as directed by Commissioner. Wiring for the air conditioner shall be minimum No. 12 AWG fed from individual circuits in the fuse box.
 - c. One (1) folding conference table, 96" x 30" and ten (10) folding chairs.
 - d. Two (2) metal wastebaskets.
 - e. One (1) fire extinguisher, one (1) quart vaporizing liquid type, brass, wall mounted by Pyrene No. C21 or approved equal.
 - f. One (1) Crystal Springs water cooler with bottled water, Model No. LP14058 or approved equal to be furnished for the duration of the project as required.
3. The GC 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 GC Contractor..

REFER TO THE ADDENDUM FOR THE APPLICABILITY OF SUB-SECTION 3.8 B

B. DDC FIELD OFFICE TRAILER:

1. **GENERAL:** The GC Contractor shall, for the time frame specified herein, provide and maintain at it's 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 GC Contractor shall provide at its own cost and expense a mobile office trailer for use as the DDC Field Office. The Plumbing and Electrical Contractors shall install and connect all utility services to the trailer within thirty (30) days from Notice to Proceed. The trailer shall have equipment with the minimum requirements hereinafter specified. Any permit and fees required for the installation and use of said trailer shall be borne by the GC 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 GC 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.



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- 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 3.8D herein. Provide one (1) each complete computer workstation in each private office and one (1) complete computer workstation at the secretarial position as directed by the Resident Engineer.
4. The exterior of the trailer shall be lettered with black block lettering of the following heights with white borders:
- | | |
|---------------------------------------|--------|
| CITY OF NEW YORK | 2-1/2" |
| DEPARTMENT OF DESIGN AND CONSTRUCTION | 3-3/4" |
| DIVISION OF PUBLIC BUILDINGS | 3-1/2" |
| DDC FIELD OFFICE | 2-1/2" |
- NOTE: In lieu of painting letters on trailer the GC 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 Electrical 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 Plumbing 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.

The Plumbing Contractor shall frost-proof all water pipes to prevent freezing.

 - 1) REPAIRS, MAINTENANCE: The Plumbing 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 Plumbing Contractor and shall be plugged at the mains. All piping shall become the property of the Plumbing Contractor and shall be removed from the site, all as directed. All repair work due to these removals shall be the responsibility of the GC Contractor.
 - b. ELECTRICAL WORK:
 - 1) The Electrical 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) The Electrical Contractor shall make all arrangements and pay all costs to provide electric service.
 - 4) The Electrical 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 in Sub-Section 3.8.B.1 herein, the temporary feeder, safety switch, etc., shall be removed and disposed of as directed.



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- 6) All repair work due to these removals shall be the responsibility of the GC Contractor.

c. MAINTENANCE

- 1) The GC 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 GC 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 GC 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 Plumbing and Electrical 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 GC Contractor.

d. TELEPHONE SERVICE: The GC 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 GC Contractor shall make the necessary arrangements and obtain all permits and pay all fees required for this work.

- C. RENTED SPACE: The GC 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 GC Contractor must be approved by the Commissioner before the area is rented. All insurance, maintenance and equipment, including computer workstations specified in Sub-Section 3.8 herein, required for the DDC Field Office trailer shall also apply to rented spaces.

REFER TO THE ADDENDUM FOR THE APPLICABILITY OF SUB-SECTION 3.8 D

D. ADDITIONAL EQUIPMENT FOR THE DDC FIELD OFFICE:

1. The GC 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 GC Contractor shall furnish a fax machine and a telephone answering machine at commencement of the project for the exclusive use of the DDC Field Office. All materials shall be new, sealed in manufacturer's original packaging and shall have manufacturers' warranties. All items shall remain the property of the City of New York at the completion of the project.
3. **COMPUTER WORKSTATION:** The GC 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 GC 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 DDC 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:** 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.



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- 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 w/ 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 DDC Field Office shall be delivered, installed, and setup in the DDC Field Office by the GC 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 GC 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 GC Contractor, and shall be replenished by the GC Contractor as required by the Resident Engineer.
- 8) It is the GC 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 GC 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 GC 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 GC Contractor.

3.9 MATERIAL SHEDS:

- A. Material sheds used by each 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. The GC Contractor shall 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. The GC Contractor shall 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.



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- 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. The GC Contractor shall 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 GC 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 GC 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 GC 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 GC 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 GC 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 Contractors 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 Contractors' activities, which will provide food and shelter to the resident rodent population shall be corrected by the GC 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 GC Contractor shall be responsible for collecting and disposing of all trapped and poisoned rodents found in live traps and tamper proof bait stations. The GC Contractor shall also be responsible for posting and maintaining signs announcing the baiting of each particular location.
The GC 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 GC 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 & INSTRUCTION:

- 1 The GC 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 GC 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 GC 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 GC 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 GC 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 GC 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 GC 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 GC Contractor or its subcontractor 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 GC Contractor.
 3. Prior to commencement of tree work, the GC Contractor shall submit to the Commissioner a copy of a valid Asian Longhorned Beetle compliance agreement entered into with NYSDAM and the GC Contractor or its subcontractor performing tree work. If any host material is transported from the quarantine area the GC 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 GC 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 GC 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 GC 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 GC 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 GC 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 Sub-Section, 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 GC Contractor's bid for the Project.

3.16 PROJECT IDENTIFICATION SIGNAGE:

- A. The GC 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 GC 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 GC 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 GC 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 GC 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 GC 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 GC Contractor shall commence production and installation of the sign.
- 4 Removal: At the completion of all work under the Contract, the GC 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 1/2" below edge of panel and 8" on center. The U-shaped aluminum channel



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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 GC Contractor by the Commissioner's representative for printing. The Commissioner's representative shall insert the project name and names and titles of personnel (3 or more) and any other required information associated with the project. All signs may include a second panel for a project rendering as described in Sub-Section 3.17.B herein.
- b. The digital file shall be reproduced at the Sign Panel size of 4' x 8' on 3M High Performance Vinyl or approved equal. The 3M High Performance Vinyl or equivalent shall be guaranteed for nine (9) years. Guarantee must cover fading, peeling, chipping or cracking. The sign manufacturer is required to maintain all specified Pantone Matching System (PMS) type and other composition elements represented in the digital file of the project sign.

REFER TO THE ADDENDUM FOR THE APPLICABILITY OF SUB-SECTION 3.17 B

B. PROJECT RENDERING:

1. Responsibility: In addition to the Project Sign, the GC 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 GC 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 GC 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 GC Contractor shall provide competent Security Guards on the site until final acceptance of the project or earlier if so notified in writing by the Commissioner. The Security Service shall commence with the start of work. 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 trades. 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, until final completion of the project or earlier if so notified in writing by the Commissioner.



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 GC Contractor upon the written demand of the Commissioner.
 4. Each Security Guard furnished by the GC Contractor shall be instructed by the GC Contractor to include in their duties the entire construction site including the Field Office, temporary structures, and equipment, materials, etc.
 5. Should any Contractor consider the security requirements outlined above inadequate, that 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 who provides the additional protection.
 6. Nothing contained in this Sub-Section shall diminish in any way the responsibility of each Contractor for its own work, materials, tools, equipment, nor for any of the other risks and obligations outlined hereinbefore in this Sub-Section.
- B. **COSTS** - The GC Contractor shall employ Security Guards/Fire Guards at all times, 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 GC Contractor.
- C. **RESPONSIBILITY** - All Contractors will be responsible for safeguarding and protecting their own work, materials, tools and equipment.

3.19 SAFETY:

- A. Each 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 GC Contractor at no additional cost to the City.

END OF SECTION 01 50 00



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, SERVICES 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 GC 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 all Contractors and representatives of the DDC and other Governmental Agencies having jurisdiction of work at the project. The GC 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 GC 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 GC 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. The Electrical Contractor shall pay the costs of all electrical current used for operating the temporary elevators.
- D. **ACTIVATION TIME:** The GC Contractor shall keep the temporary elevator activated from a period of time of 15 minutes before the established starting time of that trade which starts work earliest in the morning to 15 minutes after the established quitting time of that trade which stops work latest in the evening. This applies to every day in the week, which is established as a regular working day for the aforementioned trades.
- E. **COMMENCEMENT OF SERVICE:** The GC 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.
- F. **ELECTRICAL INSTALLATION:** The Electrical 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 shaftway and for the car control and signal traveling cables. The Electrical Contractor shall make all these required connections as soon as the equipment is declared ready for such connections by the Resident Engineer.
- G. **REMOVAL:** When elevators for permanent use have been installed and are in condition for service, and when directed by the Commissioner, the GC 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.
- H. **INSPECTION:** Before temporary elevator equipment is removed, a joint inspection of the equipment shall be made by the GC 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 GC 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.
- I. **REPLACEMENT:** The GC Contractor shall furnish and install new 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 GC Contractor except for the replacement of hoisting ropes.
- J. **LIMITATIONS OF 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 all Contractors and the 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 various Contractors 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. The particular Contractor using the elevator for the hoisting of its material shall be responsible for any damage to the elevator during the entire period of such use. The GC Contractor shall give notification in writing to the Resident Engineer of any alleged damage to the elevator installation within 24 hours after the elevator has been employed for the hoisting of materials by the particular Contractor(s). As indicated above the GC Contractor shall be responsible for the replacement of any equipment or parts of the temporary elevator that have been damaged.
- K. **PAYMENT FOR USE:** The GC Contractor shall be paid for its operation and maintenance of the temporary elevator or permanent elevator used for temporary service at the daily rate indicated under the Item of its Contract. All other costs in connection with the elevator installation and equipment, excepting electrical work done by the Electrical Contractor under its Contract, shall be included in the Total Bid price submitted by the GC Contractor.
- L. **LIQUIDATED DAMAGES:** The GC 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 GC 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 GC 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 all Contractors and representatives of the DDC and other Governmental Agencies having jurisdiction over work at the project. The GC 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 GC 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 GC Contractor shall be responsible for all costs in connection with the temporary elevator, 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 elevator, (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 elevator, 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. The Electrical Contractor shall pay the costs of all electrical current used for operating the temporary elevators.
- D. **ACTIVATION TIME:** The GC Contractor shall keep the temporary elevator activated from a period of time of 15 minutes before the established starting time of that trade which starts work earliest in the morning to 15 minutes after the established quitting time of that trade which stops work latest in the evening. This applies to every day in the week, which is established as a regular working day for the aforementioned trades.
- E. **LOW RISE ELEVATOR:** The GC 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.
- F. **ELECTRICAL INSTALLATION:** The Electrical 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 Electrical Contractor shall make all these required connections as soon as the Equipment is declared ready for such connections by the Resident Engineer.
- G. **HIGH RISE ELEVATOR:** The GC 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 shaftway 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 shaftways.
 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.
- H. **ELECTRICAL INSTALLATION:** The Electrical 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 Electrical Contractor shall make all these required connections as soon as the equipment is declared ready for such connections by the Resident Engineer.
- I. When the high rise elevator is completed and ready for temporary operation, the low rise temporary elevator shall be shut down.
- J. **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 GC 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.
- K. **INSPECTION:** Before temporary elevator equipment is removed, a joint inspection of the equipment shall be made by the GC 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 GC 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.
- L. **REPLACEMENT:** The GC Contractor shall furnish and install new equipment or parts for any equipment or parts of the temporary elevator installations that were 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 GC Contractor except for the replacement of hoisting ropes.

- M. **LIMITATIONS OF 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 all Contractors and the 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 various Contractors 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. The particular Contractor using the elevator for the hoisting of its material shall be responsible for any damage to the elevator during the entire period of such use. The GC Contractor shall give notification in writing to the Resident Engineer of any alleged damage to the elevator installation within 24 hours after the elevator has been employed for the hoisting of materials by the other Contractors. As indicated above the GC Contractor shall be responsible for the replacement of any equipment or parts of the temporary elevator that have been damaged.
- N. **PAYMENT FOR USE:** The GC Contractor shall be paid for its operation and maintenance of each temporary elevator or permanent elevator used for temporary service at the daily rate indicated under the item of its Contract. All other costs in connection with elevator installation and equipment, excepting Electrical Work done by the Electrical Contractor under its Contract, shall be included in the Total Bid Price submitted by the Electrical Contractor for Electrical Work.
- O. **LIQUIDATED DAMAGES:** The GC 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 GC 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 GC Contractor may use, at the Commissioner's discretion, one (1) selected elevator in the project for temporary operation by the GC Contractor for the transportation of employees of all Contractors and representatives of DDC and other Governmental Agencies having jurisdiction over 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 GC 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. **ACTIVATION TIME:** The GC Contractor shall keep the temporary elevator activated from a period of time of 15 minutes before the established starting time of that trade which starts work earliest in the morning to 15 minutes after the established quitting time of that trade which stops work latest in the evening. This applies to every day in the week, which is established as a regular working day for the aforementioned trades.
- D. **REPLACEMENT:** The GC Contractor shall furnish and install new equipment or parts for any equipment or parts of the elevator for temporary operation that were 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



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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 GC Contractor except for the replacement of hoisting ropes. If it is determined and ordered by the Commissioner that new hoist ropes are requested, such ropes shall be installed and payment therefore will be made in accordance with Article 26 of the Contract.

- E. **LIMITATIONS OF 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 all Contractors and the representative 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 various Contractors to hoist materials which, in the Resident Engineer's opinion, will not overload or damage the elevator installation. The particular Contractor using the elevator for the hoisting of its material shall be responsible for any damage to the elevator during the entire period of such use. The GC Contractor shall give notification in writing to the Resident Engineer of any alleged employed for the hoisting of materials by the particular Contractor(s). As indicated above the GC Contractor shall be responsible for the replacement of any equipment or parts of the temporary elevator that have been damaged.
- F. **COSTS:** The GC Contractor shall pay all costs for the operation and maintenance of the elevator for temporary operation. All other costs in connection with the elevator and equipment excepting electrical work done by the Electrical Contractor under its Contract, shall be included in the Total Bid price submitted by the GC Contractor.
- G. **LIQUIDATED DAMAGES:** The GC 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 GC Contractor.

3.4 **TEMPORARY HOISTS AND HOISTWAYS (FOR MATERIAL AND PERSONNEL):**

- A. **RESPONSIBILITY:** The GC Contractor shall provide adequate numbers of material hoists for the most expeditious performance of all parts of its work. All other Contractors are required to provide their own facilities for the hoisting of materials under their respective Contracts. However, these Contractors may make arrangements, whenever possible, with the GC Contractor for the use of its hoist upon such terms and conditions as it may prescribe.
- 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 other Contractors. 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 of any Contractor.
- 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.



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Division 01 – DDC STANDARD GENERAL CONDITIONS
MULTIPLE CONTRACT PROJECTS
Issue Date - January 15, 2015



END OF SECTION 01 54 11



TEMPORARY ELEVATORS AND HOISTS
01 54 11 - 8





NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

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. Each 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 GC 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 GC 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 GC Contractor shall be responsible for erection, maintenance and dismantling of the scaffold / shed in conformance with the New York City Building Code and OSHA requirements, contract documents and engineering specifications. The GC Contractor shall also be guided by generally accepted standards of scaffold industry practice as promulgated by the Scaffold Industry Association.
- C. The GC 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 inform the Jobsite Safety Coordinator of known hazards, non-conformances or violations.

1.5 JOBSITE DOCUMENTATION AND SUBMITTALS:

The GC 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.



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- 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 GC 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 GC 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 GC 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, 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 GC 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



NEW YORK CITY DEPARTMENT OF
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Division 01 – DDC STANDARD GENERAL CONDITIONS
MULTIPLE CONTRACT PROJECTS
Issue Date - January 15, 2015

NO TEXT

TEMPORARY SCAFFOLDING AND PLATFORMS
01 54 23 - 4



NEW YORK CITY DEPARTMENT OF
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**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. Preparation
 7. Deferred Construction
 8. Installation
 9. Permits
 10. Transportation
 11. Sleeves and Hangers
 12. Sleeve and Hanger Drawings
 13. Cutting and Patching
 14. Location of Partitions
 15. Furniture and Equipment
 16. Removal of Rubbish and Surplus Material
 17. Cleaning
 18. Security And Protection of Work Site
 19. Maintenance of Site and Adjoining Property
 20. Maintenance of Project Site
 21. Safety Precautions for Control Circuits
 22. 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: Each 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: Each 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. Each Contractor shall coordinate Deliveries: in order to avoid delaying or impeding the progress of the work of any related Contractor.
- E. Handling: Each 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 Sub-Section 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 other Contractor, the relevant 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: Each 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. Each 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, who, in the absence of the applicable 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: Each 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 relevant Contractor(s) in connection with the performance of the work.
- B. Responsibility: Each 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: Each Contractor shall safeguard all points, stakes, grade marks and bench marks made or established by each 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 GC 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 GC Contractor shall establish the permanent lines of exterior walls. The GC 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 GC 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 GC Contractor, nor shall the Surveyor have any interest in the Contract. The Surveyor shall not be employed by the GC 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 GC Contractor shall submit to the Department of Design and Construction 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 Sub-Section shall be the responsibility of the GC 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 GC Contractor shall comply with all federal, state and local asbestos regulations affecting the work for this Contract.
- B. Contractor Responsibility: The GC Contractor shall comply with all federal, state and local environmental regulations, including without limitation USEPA and OSHA regulations which require the GC 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 GC Contractor shall comply with all federal, state and local environmental waste disposal regulation which may be required during the work. The GC Contractor is required to hire licensed abatement and disposal companies for the requisite work.

3.7 PREPARATION:

- A. Field Measurements: Each Contractor shall verify all dimensions and conditions on the job so that all work will properly join the existing work.
- B. Each 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 Specification and 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, each Contractor shall defer construction work limited to adequate areas as approved by the Commissioner.
- B. Each Contractor shall confer with the affected 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 other sub-contractors 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:

Each 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. Each 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 each 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 applicable 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, each 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 each 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:** Contractors required to furnish and install conduits, outlets, piping sleeves, boxes, inserts and all other materials and equipment that is to be built into the work performed by the GC Contractor, shall promptly furnish and set such sleeves or other materials in conformity with the requirements of the project.
- B. **Cooperation of Contractors:** All Contractors and their 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 affected 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 GC 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 or Contractors responsible therefore.
- D. **Inserts:** The GC 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 Plumbing, HVAC and Electrical Contractors shall submit to the Resident Engineer 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. Each 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. Each Contractor shall not predicate their layout work on unapproved sketches.

3.14 CUTTING AND PATCHING:

- A. Responsibility: Each Contractor shall do all cutting, patching and restoration required by its work, unless otherwise particularly specified in the Specifications of its Contract.
- B. Restore Work: Each Contractor shall restore any work they damage that is the work of another Contractor.
- 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: Each 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 GC 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: Each 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: Each Contractor shall clean Project site and work area daily and sweep up and deposit, at a location designated on each floor by the GC Contractor, 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 by the GC Contractor.
 - 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: Each Contractor shall be responsible for the removal of all rubbish, etc., from the site. Each 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. Each Contractor shall employ and keep engaged for this purpose an adequate number of laborers.
- E. Surplus Materials: Each 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 each 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. Each 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. Each Contractor shall provide protection of its 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 GC Contractor shall take over and maintain the Project site, after order to start work.
- B. The GC 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 GC 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 GC 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 GC 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 GC Contractor shall take over and maintain all project areas, after order to start work.
- B. Until the date of Final Acceptance, the GC 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 GC Contractor's own expense, except as otherwise specified, protect same and maintain them in at least as good condition as that in which the GC 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 for General Construction Work shall keep the space for the Resident Engineer in a clean condition.



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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 Electrical Code.

3.23 OBSTRUCTIONS IN DRAINAGE LINES:

- A. The GC 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 GC Contractor

END OF SECTION 01 73 00



NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

Division 01 – DDC STANDARD GENERAL CONDITIONS
MULTIPLE CONTRACT PROJECTS
Issue Date - January 15, 2015

NO TEXT

EXECUTION
01 73 00 - 12



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 salvage and accrue tax benefits (which would accrue to each Contractor); also there are outlets that will pick up, and in some cases buy recyclable materials. Examples of information resources are as follows:
1. DDC's Sustainable Design web site:
http://www.nyc.gov/html/ddc/html/design/sustainable_home.shtml This includes a manual on Construction and Demolition Waste Reduction and Recycling, a Sample Waste Management Plan and sample C&D Waste Management log. Standard forms for a Waste Management Plan and a C&D Waste Management Log are included at the end of this section.
 2. Web Resources
(Information only; no warranty or endorsement is implied.)
www.wastematch.org Site of New York Waste Match, a materials exchange database and service
www.bignyc.org Site of Build It Green NYC, a non profit outlet for salvaged and surplus building materials
www.usgbc.org Site of the United States Green Building Council, with a description of the LEED certification process and requirements for C&D waste recycling
www.epa.gov/epawaste/index.htm Site of the U.S. Environmental Protection Agency that discusses construction and demolition waste issues, and links to other resources.

1.7 SUBMITTALS:

- A. The GC Contractor shall be responsible for the development and implementation of a Waste Management Plan for the Project. Each Contractor 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 GC 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 GC Contractor shall submit a Final Waste Management Plan.
- D. PROGRESS REPORTS. The GC 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 material type recycled, reused, salvaged or land filled, provide the following:
 - a. Date and ticket number of removal
 - b. Identity of material hauler
 - c. Material Category
 - d. Total quantity of waste, in tones/cubic yards, by type
 - e. Quantity of waste salvaged, recycled and/or reused, by type
 - f. Total quantity of waste diverted from landfill (recycled, salvaged, reused) as a percentage of total waste
 - g. Recipient of each material type
 3. Provide monthly and cumulative project totals of waste, quantity diverted, and percentage diverted.
 4. Note that the unit of measure may be either tons or cubic yards, but must be consistent for all shipments and all materials throughout the project. Reports with inconsistent or mixed units will not be reviewed and will be returned for re-submission.
 5. Include legible copies of on-site logs, weight tickets and receipts. Receipts shall be from charitable organizations, recycling and/or disposal site operators who can legally accept the materials for the purpose of reuse, recycling or disposal. Contractor shall save such original documents for the life of the project plus seven (7) years.



- E. LEED Submittal: For LEED designated projects submit LEED Letter Template for the applicable credit, signed by each Contractor, tabulating total waste material, quantities diverted and means by which it is diverted, and statement that requirements for the credit have been met.
- F. Refrigerant Recovery. Submit Qualification data for Refrigerant recovery technician and statement of refrigerant recovery, signed by the refrigerant recovery technician responsible for recovering refrigerant stating that all refrigerant that was present was recovered and that recovery was performed according to EPA regulations. Include name and address of technician and date refrigerant was recovered.

1.8 QUALITY ASSURANCE:

- A. The GC 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 GC Contractor shall implement the Waste Management Plan, coordinate the Plan with each Contractor and all affected subcontractors, 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. Each 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. Each Contractor shall oversee and document the results of the Plan. Monies received for salvaged materials shall remain with the applicable 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 GC Contractor shall distribute copies of the Waste Management Plan to each Contractor, Subcontractors, Resident Engineer, Construction Manager, and Commissioner.
- E. Instructions. The GC 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 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
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Construction and Demolition Waste – Management Log

Project Name: _____
 Project I.D.: _____
 For Month: _____
 Contractor: _____
 Prepared by: _____

Haul Date	Ticket #	Hauling Company	*Material Category ²	Material Quantity (tons or cubic yards) ¹			*Material Recipient
				*Total Weight	Excluded Material ³	*Diverted Material ⁴	
Monthly Totals				*Total		*Diverted	*Landfilled
% Diverted this Month*							

Cumulative Totals		
% Diverted to Date		

- Notes:
1. Volume (cubic yards) may be used instead of weight if used for ALL amounts and ALL materials.
 2. Includes concrete; bricks; concrete masonry units (CMU); asphalt; metals; clean dimensional wood; carpet and pad; drywall; ceiling tiles; cardboard, paper, and packaging; and any other reuse items indicated on the Drawings and/or elsewhere in the Specification.
 3. Excluded material includes soil or land clearing debris.
 4. Diverted material includes recycled and reused material diverted from landfill. Recycled material is reprocessed into new products. Reused material is reclaimed, salvaged or otherwise used in its original form, either on-site or off-site.
- * These items must be listed in order to receive LEED credit.



NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

Construction and Demolition Waste – Management Log

NO TEXT





**SECTION 01 77 00
CLOSEOUT PROCEDURES**

PART I – GENERAL

1.1 RELATED DOCUMENTS:

- A. The following documents apply to all required work for the Project: (1) the Contract Drawings, (2) the Specifications, (3) the General Conditions, (4) the Addendum, and (5) the Contract [City of New York Standard Construction Contract].

1.2 SUMMARY:

- A. This Section includes administrative and general procedural requirements for Closeout Procedures, including without limitation the following:
1. Definitions
 2. Substantial Completion
 3. Final Acceptance
 4. Warranties
 5. Final Cleaning
 6. Repair of the Work
- B. LEED: Refer to the Addendum to identify whether this project is designed to comply with a Certification Level according to the U.S. Green Building Council's Leadership in Energy & Environmental Design (LEED) Rating System, as specified in Section 01 81 13, "SUSTAINABLE DESIGN REQUIREMENTS FOR LEED BUILDINGS."
- C. COMMISSIONING: Refer to the Addendum to identify whether this project will be commissioned by an independent third party under separate contract with the City of New York. Commissioning shall be in accordance with ASHRAE and USGBC LEED- NC procedures, as described in Section 01 91 13, GENERAL COMMISSIONING REQUIREMENTS. Each 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 each Contractor.

1.5 SUBSTANTIAL COMPLETION:

- A. Preliminary Procedures: Before requesting inspection to determine the date of Substantial Completion, each 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: Each 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 applicable 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 and Final Payment, each 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 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 applicable Contractor(s).
 3. Submit pest-control final inspection report and survey as required in Section 01 50 00, TEMPORARY FACILITIES, SERVICES, 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: Each 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 applicable Contractor(s) 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 applicable Contractor(s) 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, each Contractor as applicable 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. Each 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 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: Unless otherwise noted, the GC Contractor shall 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. The HVAC Contractor shall be responsible to clean ducts, blowers, and coils if units were operated without filters during construction.
 - r. The Electrical Contractor shall be responsible to 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 each Contractor shall complete repair and restoration operations before requesting inspection for determination of Substantial Completion.
- B. Each contractor, as applicable 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.



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Division 01 – DDC STANDARD GENERAL CONDITIONS
MULTIPLE CONTRACT PROJECTS
Issue Date - January 15, 2015

NO TEXT

CLOSEOUT PROCEDURES
01 77 00- 8



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 each 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 each Contractor to modify the Contract Drawings to indicate all changes and corrections, if any, occurring in the work as actually installed. Each 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: Each 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.

Each 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 each 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. Each 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, each Contractor shall furnish to the Commissioner one (1) complete set of marked-up Mylar (reproducible) As-Built Contract Record Drawings, in ink indicating all of the work and locations as actually installed, plus one (1) set of paper prints which will be furnished to the sponsoring agency by DDC.
 3. As-Built Contract Record Drawings shall be of the same size as that of the Contract Drawings, with a one (1) inch margin on three (3) sides and a two (2) inch margin on the left side.
 4. Each As-Built Contract Record Drawing shall bear the legend "AS-BUILT CONTRACT RECORD DRAWING" in heavy block lettering, one half (1/2) inch high, and contain the following data:

AS-BUILT CONTRACT RECORD DRAWING

Contractor's Name _____
 Contractor's Address _____
 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: Each Contractor shall prepare a title sheet, the same size as the Contract Record Drawings, which shall contain the following:



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- 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. Record of changes (a caption description of work affected, and the date and number of Change Order or other authorization)
 - f. 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. Each contractor, as applicable shall submit three (3) copies each of preliminary manuals to the Resident Engineer for review and approval. Each 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. Each 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: The GC Contractor shall 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: Each 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: Each 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." Each 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.
 - 11 Changes made by Change Order
 - 12 Changes made following Commissioner's written orders.
 - 13 Details not on the original Contract Drawings.
 - 14 Field records for variable and concealed conditions.
 - 15 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 Consultant. When directed by the Resident Engineer transfer progress mark-ups to a full set 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 GC 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, each Contractor shall review marked-up Record Prints with the Resident Engineer and the Design Consultant. 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, each 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 the DDC. Dispose of other samples as specified for disposal of surplus and waste material.

2.5 OPERATING AND MAINTENANCE MANUALS:

- A. Each 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.



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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

Subscribed and sworn to before me this
day of _____, year _____

Notary Public



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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 78 39



- 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 instruction module to the Commissioner for approval no less than thirty (30) days prior to the date the proposed instruction is to take place. Include learning objective and outline for each instruction module.
1. At completion of instruction, submit three (3) complete instruction 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 instruction 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 instruction.
- F. Demonstration and Orientation Recordings:
1. Non-Commissioned Projects:
- a. Each 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 instruction 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 Design Consultant
 - 5) Name of Construction Manager as applicable
 - 6) Date recorded.
 - 7) Description of vantage point, indicating location, direction (by compass point), and elevation or story of construction.
 - 8) 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 each applicable Contractor in accordance with Sub-Section 1.5F and Sub-



Section 3.2B herein. Each 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 instructing or educating maintenance personnel in an orientation program similar in content and extent to that indicated for this Project, and whose work has resulted in instruction or education with a record of successful learning performance.
- 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/instruction.
- C. Videographer Qualifications: A professional Videographer who has experience with instruction 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 instruction 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 instruction 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.



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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: Each Contractor performing Demonstration and Orientation shall engage a qualified facilitator to prepare instruction program and instruction modules, to coordinate instructors, and to coordinate between Contractor and the Resident Engineer for the number of participants, instruction times, and location.
- B. Each 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 instruction with the Resident Engineer with at least fourteen (14) days' advance notice.
- D. Evaluation: At conclusion of each orientation instruction 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. Each Contractor performing Demonstration and Orientation shall engage a qualified commercial Videographer to record demonstration and orientation instruction sessions. Record each orientation instruction module separately. Include classroom instructions and demonstrations, board diagrams, and other visual aids, but not student practice.
 2. At beginning of each orientation instruction module, record each chart containing learning objective and lesson outline.



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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 instruction. 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 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 DVD recording per CxA comments.

END OF SECTION 01 79 00



SECTION 01 81 13
SUSTAINABLE DESIGN REQUIREMENTS FOR LEED BUILDINGS

REFER TO THE ADDENDUM FOR APPLICABILITY OF THIS SUB-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. Each 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 each Contractor or its Subcontractors, shall not be allowed if such changes compromise the stated LEED BUILDING criteria.

B. This Section includes:

1. Definitions
2. LEED Provisions
3. LEED Building Submittals
4. LEED Building Submittal Requirements
5. LEED Action Plan

1.3 RELATED SECTIONS: Include without limitation the following:

- | | | |
|----|---------------------|--|
| A. | Section 01 74 19 | CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL |
| B. | Section 01 81 13.13 | VOLATILE ORGANIC COMPOUND (VOC) LIMITS FOR ADHESIVES,
SEALANTS, PAINTS AND COATINGS |
| C. | Section 01 81 19 | INDOOR AIR QUALITY REQUIREMENTS FOR LEED BUILDINGS |
| D. | Section 01 91 13 | GENERAL COMMISSIONING REQUIREMENTS |

1.4 DEFINITIONS:

- A. Refer to Article 2 of the Contract for definition of terms, words and expressions used in the General Conditions not otherwise defined herein.
- B. Agrifiber Products: Products derived from recovered agricultural waste fiber from sources such as cereal straw, sugarcane bagasse, sunflower husk, walnut shells, coconut husks, and agricultural prunings, processed and mixed with resins to produce panels with characteristics similar to composite wood.



- C. Composite Wood: Products composed of wood or plant particles or fibers bonded by a synthetic resin or binder to produce panels such as plywood, particleboard, and medium density fiberboard (MDF). Does not include hardboard, structural panels, glued laminated timber, prefabricated wood I-joists, or finger-jointed lumber.
- D. Design Consultant: "Design Consultant" shall mean the entity responsible for providing design services for the Project, including without limitation, preparing the construction documents (drawings and specifications) and providing services in connection with such documents during construction. The entity serving as the "Design Consultant" may be a corporation, firm, partnership, joint venture, individual or combination thereof. Such entity may be either an employee(s) of the City or an entity engaged by the City to provide such services.
- E. Forest Stewardship Council (FSC) Certified Wood: Wood-based materials and products certified in accordance with the Forest Stewardship Council's principles and criteria.
- F. LEED: The Leadership in Energy & Environmental Design rating system developed by the United States Green Building Council.
- G. Rapidly Renewable Materials: Materials made from agricultural products that are typically harvested within a ten-year or shorter cycle. Rapidly renewable materials include products made from bamboo, cotton, flax, jute, straw, sunflower seed hulls, vegetable oils, or wool.
- H. Regionally Manufactured Materials: Materials that are manufactured within a radius of 500 miles from the Project location. Manufacturing refers to the final assembly of components into the building product that is installed at the Project site.
- I. Regionally Extracted, Harvested, or Recovered Materials: Materials which are extracted, harvested, or recovered and manufactured within a radius of 500 miles from the Project site.
- J. Recycled Content: The percentage by weight of constituents that have been recovered or otherwise diverted from the solid waste stream, either during the manufacturing process (pre-consumer), or after consumer use (post-consumer).
 - 1. Spills and scraps from the original manufacturing process that are combined with other constituents after a minimal amount of reprocessing for use in further production of the same product are not recycled materials.
 - 2. Discarded materials from one manufacturing process that are used as constituents in another manufacturing process except mechanical and electrical components are pre-consumer recycled materials.
 - 3. "Pre-consumer" may also be referred to as "post-industrial".
- K. Solar Reflectance Index (SRI): A measure of a material's ability to reflect solar heat, as shown by a small temperature rise. It is defined so that a standard black (reflectance 0.05, emittance 0.90) is equal to 0, and a standard white (reflectance 0.80, emittance of 0.90) is equal to 100.
- L. Volatile Organic Compound (VOC): Any compound of carbon (excluding carbon monoxide, carbon dioxide, carbonic acid, metallic carbides or carbonates, and ammonium carbonate) which vaporizes (becomes a gas) and participates in atmospheric photochemical reactions, as specified in Part 51.00 of Chapter 40 of the U.S. Code of Federal Regulations, at normal room temperatures. For the purposes of this specification, formaldehyde and acetaldehyde are considered to be VOCs.



1.5 LEED PROVISIONS:

- A. Refer to the Addendum for the LEED rating to be achieved for this project. The provisions to achieve this LEED rating are integrated within the project construction documents and specifications. Each Contractor is specifically directed to the "LEED BUILDING Performance Criteria" and "LEED BUILDING Submittals" sections within the contract specification. Additional LEED requirements are met through aspects of the project design, including material and equipment selections, which may not be specifically identified as LEED BUILDING requirements. Compliance with the requirements needed to obtain LEED prerequisites and credits will be used as one criterion to evaluate substitution requests.

1.6 LEED BUILDING SUBMITTALS:

- A. Scope: LEED BUILDING submittals are required for all installed materials included in General Construction work. LEED BUILDING Submittals are only required for field-applied adhesives, sealants, paints and coatings included in Plumbing, Mechanical and Electrical work. Submit all required LEED BUILDING submittals in accordance with Section 01 33 00, SUBMITTAL PROCEDURES.
- B. Applicability: The extent of the LEED BUILDING Submittals varies depending on the specification section. Applicable LEED BUILDING Submittals are listed under the "LEED BUILDING Submittals" heading in each specification section. The detailed requirements for the LEED BUILDING Submittals are defined in Item C below.
- C. Detailed Requirements: Sub-Sections 1.6 C.1 through 1.6 C.3 below defines the information and documents to be provided for each type of LEED BUILDING Submittal as identified in the LEED Submittal Requirements of each specification section:
1. ENVIRONMENTAL BUILDING MATERIALS CERTIFICATION FORM (EBMCF): 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 each Contractor or sub-contractor's scope of work. Cost reporting shall include itemized material costs (excluding each 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 ($1/2 \times \text{pre-consumer percentage} \times \text{product value} + 1 \times \text{post-consumer percentage} \times \text{product value} = \text{total recycled content value}$).
 2. See additional requirements for concrete below.
 - c. Identification (Yes/No) of materials manufactured within 500 miles of the project site AND containing raw materials harvested or extracted within 500 miles of the project site.
 - 1) Indicate the percentage by weight, relative to the total weight of the product, that meets these criteria.
 - 2) Indicate the point of harvest/extraction/recovery of regional raw materials, the point of final assembly of regional manufactured products, and the distance from each point to the project site.
 - d. Volatile Organic Compound (VOC) content of all field-applied adhesives, sealants, paints, and coatings, listed in grams/liter or lbs./gallon, less water.
 - 1) For detailed requirements refer to Section 01 81 13.13 VOC LIMITS FOR ADHESIVES, SEALANTS, PAINTS AND COATINGS.
 - e. The amount of "Forest Stewardship Council (FSC) Certified" wood products if used in the Project.
 - 1) Record only new FSC-certified wood products. Do not record reclaimed, salvaged, or recycled FSC-certified wood products.



- 2) Reclaimed, salvaged, or recycled FSC-certified wood may be recorded as post-consumer recycled content.
 - f. The amount of Rapidly Renewable materials if used in the Project.
 - 1) Indicate the type of rapidly renewable material used, and the percentage by weight, relative to the total weight of the product, that consists of rapidly renewable material.
 - g. The percentage (by weight), relative to the total weight of cementitious materials, of supplementary cementitious materials or pozzolans such as fly ash used in each concrete mix used in the Project.
 - 1) For each concrete mix, provide a complete breakdown of all components, by weight and by cost.
 - h. Identification (Yes/No) of composite wood or agrifiber products used in the project that are free of added urea-added formaldehyde resins.
 - i. Identification (Yes/No) of flooring products used in the project that have Carpet and Rug Institute (CRI) Green Label or Green Label Plus certification, or Resilient Floor Covering Institute FloorScore certification.
 - 1) Untreated solid wood flooring, and mineral-based flooring products such as tile, masonry, terrazzo, and cut stone that have no organic-based coatings or sealants, are excluded from this requirement.
 - j. The EBMcF shall record the above information only for those materials or products permanently installed in the project. The EBMcF shall record VOC content, composite and agrifiber products, and CRI or FloorScore ratings only for those materials or products permanently installed within the weather barrier of the LEED building.
2. **EBMcF BACK-UP DOCUMENTATION:** These documents are used to validate the information provided on the EBMcF (except cost data). For each material listed on the EBMcF, provide documentation to certify the material's LEED BUILDING attributes, as applicable:
- a. **RECYCLED CONTENT:** Provide published product literature or letter of certification on the manufacturer's letterhead certifying the amounts of post-consumer and/or post-industrial content.
 - b. **REGIONAL MANUFACTURING AND REGIONAL RAW MATERIALS (WITHIN 500 MILES):** Provide published product literature or letter of certification on the manufacturer's letterhead indicating the city/state where the manufacturing plant is located, where each of the raw materials in the product were extracted, harvested or recovered and the distance in miles from the project site.
 - 1) If only some of the raw materials for a particular product or assembly originate within 500 miles of the project site, provide the percentage (by weight) that these materials comprise in the complete product.
 - c. **VOC CONTENT:** Provide Material Safety Data Sheets (MSDS) certifying the Volatile Organic Compound (VOC) content of the adhesive, sealant, paint, or coating products. VOC content is to be reported in grams/liter or lbs./gallon, less water. If the MSDS does not show the product's VOC content, this information must be provided through other published product literature from the manufacturer, or stated in a letter of certification from the product manufacturer on the manufacturer's letterhead.
 - d. **RAPIDLY RENEWABLE MATERIALS:** If used in the project, provide published literature or letter of certification on the manufacturer's letterhead certifying the percentage of each product that is rapidly renewable (by weight).
3. **PRODUCT CUT SHEETS:** Provide product cut sheets with each Contractor's or sub-contractor's stamp, confirming that the submitted products are the products installed in the Project.
4. **CRI GREEN LABEL PLUS CERTIFICATION:** For carpets and carpet cushions, provide published product literature or letter from the manufacturer (on the manufacturer's letterhead) verifying that the products comply with the "Green Label Plus" IAQ testing program of the Carpet and Rug Institute of Dalton, GA.



5. **CERTIFICATION OF COMPOSITE WOOD OR AGRIFIBER RESINS:** For all composite wood, engineered wood and agrifiber products (including plywood, particleboard, and medium density fiberboard), provide published product literature or letter from the manufacturer (on the manufacturer's letterhead) verifying that the products do not contain added urea-formaldehyde resins.
6. **CERTIFICATION OF COMPOSITE WOOD OR AGRIFIBER LAMINATING ADHESIVES:** For all laminating adhesives used with composite wood, engineered wood and agrifiber products (e.g., adhesives used to laminate wood veneers to an engineered wood substrate), provide published product literature or letter from the manufacturer (on the manufacturer's letterhead) verifying that the adhesive products do not contain urea-formaldehyde.
7. **FSC-CERTIFIED WOOD:**
 - a. If used in the project, provide chain of custody documents and copies of invoices regarding wood products, including whether or not such wood product is FSC-certified.
 - b. If used in the project, for assemblies, provide the percentage (by cost and by weight) of the assembly that is FSC-certified wood.
 - c. If used in the project, for assemblies, provide published product literature or letter from the manufacturer (on the manufacturer's letterhead) verifying the percentage that is FSC-certified wood.
8. **GREEN SEAL COMPLIANCE:** Provide published product literature or letter from the manufacturer (on the manufacturer's letterhead) verifying that the following product types comply with the VOC limits and chemical component restrictions developed by the Green Seal organization of Washington, DC:
 - a. Interior Architectural Paints and Coatings: refer to Green Seal standard GS-11 (1st edition, May 1993)
 - b. Anti-corrosive and Anti-rust paints: refer to Green Seal standard GC-03 (2nd Edition, January 1997)
 - c. Aerosol Adhesives: refer to Green Seal standard GS-36 (1st edition, October 2000)
9. **HIGH ALBEDO PAVING AND WALKWAY MATERIALS:** For paving and walkway materials made from concrete or brick provide published product literature or letter from the manufacturer (on the manufacturer's letterhead) verifying a minimum Solar Reflectance Index (SRI) value of 29. SRI values shall be calculated according to ASTM E 1980. Reflectance shall be measured according to ASTM E 903, ASTM E 1918, or ASTM C 1549. Emittance shall be measured according to ASTM E 408 or ASTM C 1371.
10. **HIGH ALBEDO ROOFING MATERIALS:** For exposed roofing membranes, pavers, and ballast products, provide published product literature or letter from the manufacturer (on the manufacturer's letterhead) verifying the following minimum Solar Reflectance Index (SRI) values:
 - a. 78 for low-sloped roofing applications (slope \leq 2:12)
 - b. 29 for steep-sloped roofing applications (slope $>$ 2:12)

SRI values shall be calculated according to ASTM E 1980. Reflectance shall be measured according to ASTM E 903, ASTM E 1918, or ASTM C 1549. Emittance shall be measured according to ASTM E 408 or ASTM C 1371.

Vegetated roof surfaces are exempt from the SRI criteria.
11. **LOW MERCURY LAMPS:** For all fluorescent, compact fluorescent, and HID lamps installed in the project, provide published product literature or letter from the manufacturer (on the manufacturer's letterhead) verifying:
 - a. The mercury content or content range per lamp in milligrams or picograms;
 - b. The design light output per lamp (light at 40% of a lamp's useful life) in lumens; and
 - c. The rated average life of the lamp in hours.



- 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. Each Contractor shall be responsible for the provision, maintenance, and repair of all ESC measures.
 - c. Demonstration. Each 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. Each 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: Each 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 GC Contractor shall be responsible for distributing the EBMCF and any other forms or templates required for each Contractor and his/ her subcontractors to record LEED documentation. Each 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
- E. 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: _____ Project Name: _____
 Contractor Contact: _____ Project I.D.: _____
 Telephone Number: _____ Project Location: _____

Product/Manufacturer	Recycled Content		Regional ⁴		Rapidly Renewable ⁷ % by wt	*VOC content listed	*VOC content allowed	Flooring ⁹ *Green Label or FloorScore	Wood *Added urea formaldehyde (Yes/No) ¹⁰	FSC Certified ¹¹ (% by wt)
	Material Cost ¹	Pre-Consumer (% by wt) ²	Post-Consumer (% by wt) ³	Total % (1/2 Pre + Post)						

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/unreated wood and mineral-based flooring (tile, masonry, terrazzo, cut stone) without organic-based coatings or sealants, indicate Resilient Floor Covering Institute FloorScore rating. VOC limits for adhesives, sealants, etc. still apply.
¹⁰ **Added Urea Formaldehyde:** Applies to composite wood and aggrifiber products only (plywood, particleboard, MDF, OSB, wheatboard, strawboard). Resins or binders with added urea formaldehyde are prohibited.
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, _____ (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: _____



- 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 regarded as if they induce heritable mutations in the germ cells of humans, under the Harmonized System for the Classification of Chemicals Which Cause Mutations in Germ Cells (United Nations Economic Commission for Europe, Globally Harmonized System of Classification and Labeling of Chemicals).
- H. **OZONE-DEPLETING COMPOUNDS:** A compound with an ozone-depletion potential greater than 0.1 (CFC 11=1) according to the U.S. EPA list of Class I and Class II Ozone-Depleting Substances.
- I. **PAINT:** A pigmented coating. For the purposes of this specification, paint primers are considered to be paints.
 - 1. **Flat Coating or Paint:** Has a gloss of less than 15 (using an 85-degree meter) or less than 5 (using a 60-degree meter).
 - 2. **Non-Flat Coating or Paint:** Has a gloss of greater than or equal to 15 (using an 85-degree meter) or greater than or equal to 5 (using a 60-degree meter).
 - 3. **Non-Flat High-Gloss Coating or Paint:** Has a gloss of greater than or equal to 70 (using a 60-degree meter).
 - 4. **Anti-Corrosive / Rust Preventative Paint:** Coating formulated and recommended for use in preventing the corrosion of ferrous metal substrates.
- J. **PRIMER:** Coating that is formulated and recommended for one or more of the following purposes: to provide a firm bond between the substrate and a subsequent coating; to prevent a subsequent coating from being absorbed into the substrate; to prevent harm to a subsequent coating from materials in the substrate; or to provide a smooth surface for application of a subsequent coating.
- K. **REPRODUCTIVE TOXIN:** A chemical listed as a reproductive toxin (including developmental, female, and male toxins) by the State of California under the Safe Drinking Water and Toxic Enforcement Act of 1986 (California Code of Regulations, Title 22, Division 2, Subdivision 1, Chapter 3, Sections 1200, et. Seq.).
- L. **SANDING SEALER:** Clear/semi-transparent coating formulated to seal bare wood. Can be abraded to create a smooth surface for subsequent coatings. Does not include sanding sealers that are lacquers (see Clear Wood Finish above).



- M. SEALANT: Any material with adhesive properties, formulated primarily to fill, seal, or waterproof gaps or joints 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. Each 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 each Contractor or their Subcontractors, shall not be allowed if such changes compromise the stated environmental goals.

1.6 REFERENCES:

- A. Rule 1168 – “Adhesive and Sealant Applications”, amended 7 January 2005): South Coast Air Quality Management District (SCAQMD), State of California, www.aqmd.gov
- B. Rule 1113 - “Architectural Coatings”, amended 9 July 2004: South Coast Air Quality Management District (SCAQMD), State of California, www.aqmd.gov
- C. Green Seal Standard GS-11- “Paints”, of Green Seal, Inc., Washington, DC, www.greenseal.org
- D. Green Seal Standard GC-03- “Anti-Corrosive Paints”, of Green Seal, Inc., Washington, DC, www.greenseal.org

1.7 VOC REQUIREMENTS FOR INTERIOR ADHESIVES, SEALANTS, PAINTS AND COATINGS:

- A. GENERAL: Unless otherwise specified herein, the VOC content of all interior adhesives, sealants, paints and coatings (herein referred to as “products”) shall not be in excess of **250 grams per liter**.
- B. No product shall contain any ingredients that are carcinogens, mutagens, reproductive toxins, persistent bioaccumulative compounds, hazardous air pollutants, or ozone-depleting compounds. An exception shall be made for titanium dioxide and, for products that are pre-tinted by the manufacturer, carbon black, which shall be less than or equal to 1% by weight of the product.
- C. No product shall contain the following:
 - 1. methylene chloride
 - 2. 1,1,1-trichloroethane
 - 3. benzene



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. Each Contractor shall 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 Design 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 established 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. Scheduling
- 1) Phase construction such that absorptive materials are installed only in areas that are weathertight.
 - 2) Schedule activities that utilize "sources" of VOC contamination to take place prior to installing high absorbent materials that will act as "sinks" for contaminants.
 - 3) Review of the appropriate components of the Construction IAQ Management Plan shall be a regular action topic at weekly site coordination meetings. Implementation of the Plan shall be documented in the meeting minutes.
2. Protection of Materials from Moisture Damage: As part of the "Housekeeping" section of the Construction IAQ Management Plan, measures to prevent installed materials or material stored on-site from moisture damage shall be described. This section should also describe measures to be taken if moisture damage does occur to absorptive materials during the course of construction.
 3. Replacement of Filtration Media: Under the "HVAC Protection" section of the Construction IAQ Management Plan, a description of the filtration media in all ventilation equipment shall be provided. The description shall include replacement criteria for filtration media during construction, and confirmation of filtration media replacement for all equipment immediately prior to occupancy.
 4. Sequence of Finish Installation for Materials: Where feasible, absorptive materials shall be installed after the installation of materials or finishes which have high short-term emissions of VOC's, formaldehyde, particulates, or other air-borne compounds. Absorptive materials include, but are not limited to: carpets; acoustical ceiling panels; fabric wall coverings; insulations (exposed to the airstream); upholstered furnishings; and other woven, fibrous or porous materials. Materials with high short-term emissions include, but are not limited to: adhesives, sealants and glazing compounds (specifically those with petrochemical vehicles or carriers); paints, wood preservatives and finishes; control and/or expansion joint fillers; hard finishes requiring adhesive installation; gypsum board (with associated finish processes and products); and composite or engineered wood products with formaldehyde binders.
 5. Develop and implement an Indoor Air Quality (IAQ) Management Plan for the pre-occupancy phase as follows:

OPTION 1 — Flush-Out

• After construction ends, prior to occupancy and with all interior finishes installed, perform a building flush-out by supplying a total air volume of 14,000 cu.ft. of outdoor air per sq.ft. of floor area while maintaining an internal temperature of at least 60 degrees F and relative humidity no higher than 60%.

OR

• If occupancy is desired prior to completion of the flush-out, the space may be occupied following delivery of a minimum of 3,500 cu.ft. of outdoor air per sq.ft. of floor area to the space. Once a space is occupied, it shall be ventilated at a minimum rate of 0.30 cfm/sq.ft. of outside air or the design minimum outside air rate determined in EQ Prerequisite 1, whichever is greater. During each day of the flush-out period, ventilation shall begin a minimum of three hours prior to occupancy and continue during occupancy. These conditions shall be maintained until a total of 14,000 cu.ft./sq.ft. of outside air has been delivered to the space.

OR

OPTION 2 — Air Testing

• Conduct baseline IAQ testing, after construction ends and prior to occupancy, using testing protocols consistent with the United States Environmental Protection Agency Compendium of



Methods for the Determination of Air Pollutants in Indoor Air and as additionally detailed in the LEED-NC Reference Guide.

- Demonstrate that the contaminant maximum concentrations listed below are not exceeded.

CONTAMINANT	MAXIMUM CONCENTRATION
Formaldehyde	27 parts per billion
Particulates (PM10)	50 micrograms per cubic meter
Total Volatile Organic Compounds (TVOC)	500 micrograms per cubic meter
* 4-Phenylcyclohexene (4-PCH)	6.5 micrograms per cubic meter
Carbon Monoxide (CO)	9 part per million and no greater than 2 parts per million above outdoor levels
* This test is only required if carpets and fabrics with styrene butadiene rubber (SBR) latex backing material are installed as part of the base building systems.	

- For each sampling point where the maximum concentration limits are exceeded, conduct additional flush-out with outside air and retest the specific parameter(s) exceeded to indicate the requirements are achieved. Repeat procedure until all requirements have been met. When retesting non-complying building areas, take samples from the same locations as in the first test.

- The air sample testing shall be conducted as follows:

- a. All measurements shall be conducted prior to occupancy, but during normal occupied hours and with the building ventilation system starting at the normal daily start time and operated at the minimum outside air flow rate for the occupied mode throughout the duration of the air testing.
 - b. The building shall have all interior finishes installed, including but not limited to millwork, doors, paint, carpet and acoustic tiles. Non-fixed furnishings such as workstations and partitions are encouraged, but not required, to be in place for the testing.
 - c. The number of sampling locations will vary depending upon the size of the building and number of ventilation systems. For each portion of the building served by a separate ventilation system, the number of sampling points shall not be less than one per 25,000 sq.ft., or for each contiguous floor area, whichever is larger, and include areas with the least ventilation and greatest presumed source strength.
 - d. Air samples shall be collected between 3 feet and 6 feet from the floor to represent the breathing zone of occupants, and over a minimum 4-hour period.
6. Implementation and Coordination: Implement the Construction IAQ Management Plan, and coordinate the Plan with all affected trades. Each Contractor shall 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 GC Contractor shall distribute copies of the Construction IAQ Management Plan in accordance with Section 01 33 00, SUBMITTAL PROCEDURES.
 - b. Instruction: The GC Contractor shall provide on-site instruction of appropriate site management to each Contractor.

- c. Monitoring: The Construction IAQ Representative shall monitor the implementation of the Construction IAQ Management Plan.

1.8 SUBMITTALS:

Submit the following LEED-required records and documents in accordance with Section 01 33 00, SUBMITTAL PROCEDURES and Section 01 81 13, SUSTAINABLE DESIGN REQUIREMENTS FOR LEED BUILDINGS.

- A. A copy of the Construction IAQ Management Plan as defined in Sub-Section 1.7 herein.
- B. Product cut-sheets for all filtration media used during construction and installed immediately prior to occupancy, with MERV values highlighted. Cut sheets shall be submitted with each Contractor's or Subcontractor's 'approved' stamp as confirmation that the products are the products installed on the project.
- C. Provide the Commissioner with a minimum of 18 photographs as required under the provision for Special Photographs, in accordance with Section 01 32 33, PHOTOGRAPHIC DOCUMENTATION, comprised of at least six photographs taken on three different occasions during construction. The photographs shall document the implementation of the Construction IAQ Management Plan throughout the course of the project construction. Examples include photographs of ductwork sealing and protection, temporary ventilation measures, and conditions of on-site materials storage (to prevent moisture damage). Photographs shall include integral date stamping, and shall be submitted with brief descriptions of the Construction IAQ Management Plan measure documented, or be referenced to project meeting minutes or similar project documents which reference to the Construction IAQ Management Plan measure documented.
- D. A copy of the project's TAQ Testing report if applicable.

1.9 QUALITY ASSURANCE:

- A. The GC Contractor shall be responsible for preparing and implementing the Construction IAQ Management Plan and shall coordinate and incorporate the work of each Contractor in the IAQ Management Plan.
- B. Responsibility of other Contractors: Each Contractor for this project shall be responsible to cooperate with the GC Contractor in the preparation and implementation of the Construction IAQ Management Plan.

PART II – PRODUCTS (Not Used)

PART III – EXECUTION (Not Used)

END OF SECTION 01 81 19



NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

**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. Each 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 OWNER'S PRE-ACCEPTANCE ORIENTATION
 - 6. Section 01 81 13 SUSTAINABLE DESIGN REQUIREMENTS FOR LEED BUILDINGS



**THE CITY OF NEW YORK
DEPARTMENT OF DESIGN AND CONSTRUCTION
DIVISION OF PUBLIC BUILDINGS**

30-30 THOMSON AVENUE
TELEPHONE (718) 391-1000

LONG ISLAND CITY, NEW YORK 11101-3045
WEBSITE www.nyc.gov/buildnyc

Contract for Furnishing all Labor and Material Necessary

Contractor

Dated _____, 20____

Approved as to Form
Certified as to Legal Authority

Acting Corporation Counsel

Dated _____, 20____

Entered in the Comptroller's Office

First Assistant Bookkeeper



FMS ID: PV678-BCA



**THE CITY OF NEW YORK
DEPARTMENT OF DESIGN AND CONSTRUCTION
DIVISION OF PUBLIC BUILDINGS**

30-30 THOMSON AVENUE LONG ISLAND CITY, NEW YORK 11101-3045
TELEPHONE (718) 391-1000 WEBSITE www.nyc.gov/buildnyc

Contract for Furnishing all Labor and Material Necessary and Required for:

- CONTRACT NO. 1 GENERAL CONSTRUCTION WORK
- CONTRACT NO. 2 PLUMBING WORK
- CONTRACT NO. 3 HVAC + FIRE PROTECTION WORK
- CONTRACT NO. 4 ELECTRICAL WORK

**Bronx Council on the Arts Facility
Renovation Rebid**

LOCATION: 2700 East Tremont Avenue
BOROUGH: Bronx, NY 10461
CITY OF NEW YORK

JLI V Enterprises, Inc
Contractor

Dated 2 / 24 / , 20 16

Approved as to Form
Certified as to Legal Authority

[Signature]
Acting Corporation Counsel

Dated May 15 , 20 15

Entered in the Comptroller's Office

First Assistant Bookkeeper

Dated _____ , 20 _____

5-15-15
JP





NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

PROJECT ID:

PV678-BCA

**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:

**Bronx Council on the Arts Facility
Renovation Rebid**

LOCATION:
BOROUGH:
CITY OF NEW YORK

2700 East Tremont Avenue
Bronx, NY 10461

CONTRACT NO. 1
CONTRACT NO. 2
CONTRACT NO. 3
CONTRACT NO. 4

GENERAL CONSTRUCTION WORK
PLUMBING WORK
HVAC + FIRE PROTECTION WORK
ELECTRICAL WORK

DCA

LTL Architects

Date:

March 26, 2015



5-144





THE CITY OF NEW YORK
DEPARTMENT OF DESIGN AND CONSTRUCTION
DIVISION OF PUBLIC BUILDINGS

ADDENDUM TO THE GENERAL CONDITIONS
FOR MULTIPLE CONTRACT PROJECTS

The General Conditions are hereby amended in accordance
with the terms and conditions set forth in this Addendum.

I. PROJECT DESCRIPTION

FMS #: **PV678-BCA**

PROJECT NAME: ***Bronx Council on the Arts Facility Renovation Rebid***

PROJECT DESCRIPTION: This Project consists of the renovation of an existing building including general demolition, new exterior envelope and openings, new vertical transportation, new interior partitions and new mechanical, electrical and plumbing.

PROJECT LOCATION: 2700 East Tremont Ave.
BOROUGH: Bronx
CITY OF NEW YORK
ZIP CODE: 10461
COMMUNITY BOARD #: 11

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

This project must achieve a Silver LEED Green Building Rating. A certain number of credits are required for this rating and are detailed in the Project Specifications. Sections 01 8113 Sustainable Design Requirements for LEED Buildings, 01 8113.13 VOC Limits for Adhesives, Sealants, Paints and Coatings for LEED Buildings, 01 8119 Indoor Air Quality Requirements for LEED Buildings, and 01 9113 General Commissioning Requirements of the DDC Standard General Conditions shall apply to this project.

III. COMMISSIONING REQUIREMENTS

This project includes Commissioning Requirements. The General Commissioning Requirements are found in Section 01 9113 of the DDC Standard General Conditions. Other specific Commissioning Requirements can be found in the Project Specification Sections.

IV. PROJECT MANAGEMENT

- DDC shall publicly bid and enter into all contracts for the Project. DDC shall manage the Project using its own personnel.
- DDC shall publicly bid and enter into all contracts for the Project. A Construction Management firm (the "CM") hired by DDC shall manage the Project. The Contractor is advised that the CM shall serve as the representative of the Commissioner at the site and shall, subject to review by the Commissioner, be responsible for the inspection, management, coordination and administration of the required construction work, as delineated in the article of the Standard Construction Contract entitled "The Resident Engineer".

V. CONTRACTS FOR THE PROJECT

The separate Contracts pertaining to this Project are set forth below:

- Contract No. 1 - Contract for General Construction Work
- Contract No. 2 - Contract for Plumbing Work
- Contract No. 3 - Contract for Heating, Ventilating, and Air Conditioning and Fire Safety Work
- Contract No. 4 - Contract for Electrical Work

VI. SCHEDULES

The Contractor is advised that Schedules A through F are attached to, and incorporated as part of, this Addendum to the General Conditions. These schedules contain important information that is specific to this Project. The Contractor is advised to carefully review these schedules.

VII. APPLICABILITY OF SECTIONS/SUB-SECTIONS AND AMENDED SUB-SECTIONS

The Contractor is advised that various Sections/Sub-Sections in the General Conditions may not apply to this Project or may apply as amended. Such Sections/Sub-Sections advise the Contractor to "Refer to the Addendum for the applicability of this Section/Sub-Section." Such Sections/Sub-Sections are set forth below. A check mark indicates whether the Section/Sub-Section (1) applies to the Project, (2) does not apply to the Project, or (3) applies to the Project as amended. If no box is checked, the Section/Sub-Section, as set forth in the General Conditions, applies to the Project. Amended Sections/Sub-Sections, if any, are set forth following this list of Sections.

<u>Section</u>	<u>Sub-Section</u>	<u>Sub-Section</u>	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		

<u>Section</u>	<u>Sub-Section</u>	<u>Sub-Section</u>	<u>Applies</u>	<u>Does not Apply</u>	<u>Applies as Amended</u>
01 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		
01 5000	3.4 (B) 2	Temporary Power, Lighting, and Site Lighting / Connection to Existing Electrical Power Service	x		
	3.4 (B) 3	Temporary Power, Lighting, and Site Lighting / Electrical Generator Power Service	x		
	3.4 (D)	Temporary Power, Lighting, and Site Lighting / Temporary Lighting	x		
	3.4 (E)	Temporary Power, Lighting, and Site Lighting / Site Security Lighting (for New Construction Only)		x	
	3.5 (A-J)	Temporary Heat	x		
	3.8 (A)	DDC Field Office / Office Space in Existing Building		x	
	3.8 (B)	DDC Field Office / DDC Field Office Trailer	x		
	3.8 (B-3a)	DDC Field Office / DDC Managed Field Office Trailer		x	
	3.8 (B-3b)	DDC Field Office / CM Managed Field Office Trailer		x	
	3.8 (D)	DDC Field Office / Additional Equipment for the DDC Field Office	x		
	3.13(A-D)	Work Fence Enclosure	x		
	3.17(B)	Project Rendering	x		
	3.18 (A-C)	Security Guards / Fire Guards on Site	x		
01 5411	3.1 (A-L)	Temporary Use, Operation and Maintenance of Elevators During Construction for New Buildings Up To and Including 15 Stories		x	
	3.2 (A-O)	Temporary Use, Operation and Maintenance of Elevators During Construction for New Buildings Over 15 Stories		x	
	3.3 (A-G)	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		

IX. REVISIONS: SPECIFICATIONS AND CONTRACT DRAWINGS

The Specifications and the Contract Drawings for the Project are revised in accordance with the provisions set forth below.

- (1) Owner: Wherever the term "Owner" is used in the Specifications and/or the Contract Drawings, such term shall mean the City of New York.
- (2) Other Entities: In the event any entity other than the City of New York is referred to or named as the "Owner" in the Specifications and/or the Contract Drawings, the name of such other entity is deemed deleted and replaced with the "City of New York".
- (3) Architect / Engineer: Wherever the words "Architect", "Engineer", "Architect / Engineer" or "Architect and/or Engineer" are used in the Specifications and/or the Contract Drawings, such words are deemed deleted and replaced with the word "Commissioner".
- (4) Products / Manufacturers: Wherever the Specifications and/or the Contract Drawings require the contractor to provide a particular product (i.e., material and/or equipment) from a designated manufacturer and/or vendor, the term "or approved equal" is deemed inserted, even if only one product and/or manufacturer is specified, except as otherwise provided below.
 - (a) Proprietary Items: If the Bid Booklet contains a Notice which identifies a particular product from a designated manufacturer as a "Proprietary Item", the Contractor shall be required to provide such specified product. In such case, no substitution or "approved equal" will be permitted.
- (5) Special Experience Requirements: Special Experience Requirements for the Project, if any, are set forth in the Bid Booklet. Special Experience Requirements may apply to contractors, subcontractors, installers, manufacturers and/or suppliers. If the Specifications and/or the Contract Drawings contain any Special Experience Requirement that is not set forth in the Bid Booklet, such Special Experience Requirement is deemed deleted, except as otherwise provided below.
 - (a) Any Special Experience Requirement that provides that the entity performing the work or supplying the material must have more than three (3) years of experience, is revised to provide that the entity performing the work or supplying the material must have three (3) years of experience, except as described in paragraph (b) below.
 - (b) Any Special Experience Requirement that pertains to the abatement of hazardous materials shall not be subject to the deletion and/or revision set forth above. Such Special Experience Requirement shall remain in full force and effect.
 - (c) Any Special Experience Requirement that provides that the entity performing the work must be licensed, authorized, certified, approved by or acceptable to the manufacturer, is deemed deleted and replaced with the requirement that such entity must be properly trained for the specified work.
 - (d) Any Special Experience Requirement that provides that the individual workers performing the work must be licensed, authorized, certified, approved by or acceptable to the manufacturer, is deemed deleted and replaced with the requirement that such individual workers must be properly trained for the specified work.
- (6) Alternate Bids: If the agency is requesting the submission of Alternate Bids, a Notice regarding such Alternate Bids is set forth in the Bid Booklet. In the event of any conflict or inconsistency between (1) the Notice regarding Alternate Bids set forth in the Bid Booklet and (2) a provision in the Specifications and/or the Contract Drawings regarding Alternate Bids, the Notice set forth in the Bid Booklet shall prevail. If the agency is not requesting the submission of Alternate Bids, as indicated by the absence of a Notice in the Bid Booklet, and the Specifications and/or the Contract Drawings contain any provision regarding Alternate Bids, such provision is deemed deleted.
- (7) Contractor Retained Engineer: If the Specifications and/or the Contract Drawings require the Contractor to retain an Engineer to provide engineering services for the Project, the following sentence is deemed inserted: "Such Engineer must be a Professional Engineer, licensed in the State of New York."

- (8) LEED Related Provisions: If the Specifications and/or the Contract Drawings require the Contractor to purchase FSC certified wood, rapidly renewable materials, or materials within 500 miles, such provisions are deemed deleted and replaced with the requirement that if the contractor has purchased FSC certified wood, rapidly renewable materials, or materials within 500 miles, the contractor shall submit such forms or documentation as may be required by the City in order for the USGBC to certify that the Project qualifies for the related LEED credit(s).
- (9) Guarantees: Requirements for Guarantees and Maintenance are set forth in Schedule B, which is included in the Addendum to the General Conditions. In the event of any conflict or inconsistency between (1) a guarantee and/or maintenance requirement set forth in the Specifications and/or the Contract Drawings and (2) a guarantee and/or maintenance requirement set forth in Schedule B, the guarantee and/or maintenance requirement set forth in Schedule B shall prevail.
- (10) Warranties: Requirements for Warranties are set forth in Schedule B, which is included in the Addendum to the General Conditions.
- (a) In the event of any conflict or inconsistency between (1) a warranty requirement set forth in the Specifications and/or the Contract Drawings and (2) a warranty requirement set forth in Schedule B, the warranty requirement set forth in Schedule B shall prevail.
- (b) In the event a warranty requirement set forth in the Specifications and/or the Contract Drawings is omitted from Schedule B, such omission from Schedule B shall have no effect and the Contractor's obligation to provide the manufacturer's warranty, as set forth in the Specifications and/or the Contract Drawings, shall remain in full force and effect.
- (c) In the event a warranty requirement for a particular item of material or equipment is omitted from Schedule B, as well as from the Specifications or the Contract Drawings, and the manufacturer of such item actually provides a warranty, the Contractor shall be obligated to obtain and deliver to the Commissioner the highest level of warranty actually provided by that manufacturer.
- (11) Exculpatory Provisions: In the event the Specifications and/or the Contract Drawings contain any provision whereby the consultant and/or any of its officers, employees or agents, including subconsultants, is absolved of responsibility for any act or omission, such provision is deemed deleted.
- (12) Insurance: Provisions regarding insurance coverage the Contractor is required to provide are set forth in Article 22 of the City of New York Standard Construction Contract and Schedule A, which is included in the Addendum to the General Conditions. In the event the Specifications and/or the Contract Drawings contain any provision regarding insurance requirements, such provision is deemed deleted.
- (13) Indemnification: Provisions regarding indemnification are set forth in Articles 7, 12, 22 and 57 of the City of New York Standard Construction Contract. In the event the Specifications and/or the Contract Drawings contain any provision regarding indemnification, such provision is deemed deleted.
- (14) Dispute Resolution: Provisions regarding dispute resolution are set forth in Article 27 of the City of New York Standard Construction Contract. In the event the Specifications and/or the Contract Drawings contain any provision regarding dispute resolution, such provision is deemed deleted.
- (15) Payment to Other Entities: In the event the Specifications and/or the Contract Drawings contain any provision which requires the Contractor to make payments to an entity other than a subcontractor and/or supplier providing services and/or material for the project, such provision is deemed deleted.
- (16) General Conditions: In the event of any conflict or inconsistency between (1) the Specifications and/or the Contract Drawings and (2) the General Conditions, the General Conditions shall prevail.
- (17) Standard Construction Contract: In the event of any conflict or inconsistency between (1) the Specifications and/or the Contract Drawings and (2) the City of New York Standard Construction Contract, the City of New York Standard Construction Contract shall prevail.

SCHEDULE A (FOR PUBLICLY BID PROJECTS)
PART I - Contract Requirements

Various Articles of the Contract refer to requirements which are set forth in Schedule A of the General Conditions. The Schedule set forth below specifies the following: (1) the referenced Articles of the Contract, and (2) the specific requirements applicable to the contract.

REFERENCE	ITEM	REQUIREMENTS	CONTRACT #1	CONTRACT #2	CONTRACT #3	CONTRACT #4
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	365	365	365	365
Article 15 Contract	Liquidated Damages	For each consecutive calendar day over completion time	\$600	\$180	\$180	\$180
Article 17 Contract	Sub-Contracts	Not to exceed Percent of Contract Price	60%	25%	60%	25%
Article 21 Contract	Retainage	Percent of Voucher	If 100% bonds are required			5%
			If 100% bonds are not required, and Contract Price is less than \$1,000,000			10%
			If 100% bonds are not required, and Contract Price is more than \$1,000,000			10%
Article 24 Contract	Period of Guarantee		See Schedule B of the Addendum to the General Conditions			
Article 74 Contract	Statement of Work		See Contract Article 74			
Article 75 Contract	Compensation to be Paid to Contractor		See Contract Article 75			
Article 78 Contract	M/WBE 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
<ul style="list-style-type: none"> ■ Commercial General Liability Art. 22.1.1 	<p>The minimum limits shall be \$1,000,000.00 per occurrence and \$2,000,000.00 per project aggregate applicable to this Contract.</p> <p>Additional Insureds:</p> <ol style="list-style-type: none"> 1. City of New York, including its officials and employees, with coverage at least as broad as ISO Forms CG 20 10 and CG 20 37, and 2. All person(s) or organization(s), if any, that Article 22.1.1(b) of the Contract requires to be named as Additional Insured(s), with coverage at least as broad as ISO Form CG 20 26. The Additional Insured endorsement shall either specify the entity's name, if known, or the entity's title (e.g., Project Manager). 3. Bronx Council on the Arts
<ul style="list-style-type: none"> ■ Workers' Compensation Art. 22.1.2 ■ Disability Benefits Insurance Art. 22.1.2 ■ Employers' Liability Art. 22.1.2 <input type="checkbox"/> Jones Act Art. 22.1.3 <input type="checkbox"/> U.S. Longshoremen's and Harbor Workers Compensation Act Art. 22.1.3 	<p>Workers' Compensation, Employers' Liability, and Disability Benefits Insurance: Statutory per New York State law without regard to jurisdiction.</p> <p>Note: The following forms are acceptable: (1) New York State Workers' Compensation Board Form No. C-105.2, (2) State Insurance Fund Form No. U-26.3, (3) New York State Workers' Compensation Board Form No. DB-120.1 and (3) Request for WC/DB Exemption Form No. CE-200. The City will not accept an ACORD form as proof of Workers' Compensation or Disability Insurance.</p> <p>Jones Act and U.S. Longshoremen's and Harbor Workers' Compensation Act: Statutory per U.S. law.</p>

SCHEDULE A (FOR PUBLICLY BID PROJECTS)

Relating to Article 22 - Insurance

PART II. Types of Insurance, Minimum Limits and Special Conditions

Insurance indicated by a blackened box (■) or by (X) in the to left will be required under this contract.

Types of Insurance (per Article 22 in its entirety, including listed paragraph)	Minimum Limits and Special Conditions
<input checked="" type="checkbox"/> 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.
<input checked="" type="checkbox"/> 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
<input type="checkbox"/> 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. _____
<input type="checkbox"/> 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
<input type="checkbox"/> Hull and Machinery Insurance Art. 22.1.7(b)	\$ _____ per occurrence \$ _____ aggregate Additional Insureds: 1. City of New York, including its officials and employees, and 2. _____ 3. _____
<input type="checkbox"/> Marine Pollution Liability Art. 22.1.7(c)	\$ _____ each occurrence Additional Insureds: 1. City of New York, including its officials and employees, and 2. _____ 3. _____
[OTHER] Art. 22.1.8 <input type="checkbox"/> Ship Repairers Legal Liability	\$ _____ each occurrence
[OTHER] Art. 22.1.8 <input type="checkbox"/> Collision Liability/Towers Liability	\$ _____ per occurrence \$ _____ aggregate Additional Insureds: 1. City of New York, including its officials and employees, and 2. _____ 3. _____
[OTHER] Art. 22.1.8 <input type="checkbox"/> Railroad Protective Liability	\$ _____ per occurrence \$ _____ aggregate Additional Insureds: 1. City of New York, including its officials and employees, and 2. _____ 3. _____

SCHEDULE A (FOR PUBLICLY BID PROJECTS)

Relating to Article 22 - Insurance

PART II. Types of Insurance, Minimum Limits and Special Conditions (Continued)

Insurance indicated by a blackened box (■) or by (X) in the to left will be required under this contract.

[OTHER]	Art. 22.1.8	Only required of the Contractor or Subcontractor performing any required asbestos removal.
■ Asbestos Liability		<p>\$1,000,000 each occurrence,</p> <p>\$2,000,000 aggregate (Combined Single Limit); only required of the Contractor or Subcontractor performing any required asbestos removal.</p> <p>Additional Insureds:</p> <p>1. City of New York, including its officials and employees, and</p> <p>2. Bronx Council on the Arts</p>
[OTHER]	Art. 22.1.8	\$200,000
■ Boiler Insurance		
[OTHER]	Art. 22.1.8	<p>\$1,000,000 per occurrence</p> <p>The Contractor's Professional Engineer shall maintain and submit evidence of Professional Liability Insurance in the minimum amount of \$1,000,000 per claim. The policy or policies shall include an endorsement to cover the liability assumed by the Contractor under this Agreement arising out of the negligent performance of professional services or caused by an error, omission or negligent act of the Contractor's Professional Engineer or anyone employed by the Contractor's Professional Engineer.</p> <p>Claims-made policies will be accepted for Professional Liability Insurance. All such policies shall have an extended reporting period option or automatic coverage of not less than two (2) years. If available as an option, the Contractor's Professional Engineer shall purchase extended reporting period coverage effective on cancellation or termination of such insurance unless a new policy is secured with a retroactive date, including at least the last policy year.</p>
■ 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.		

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
064023	Architectural Woodwork: Solid Plastic Counters	10
072700	Vapor Permeable Air Barrier Liquid Membrane	3
074600	Preformed Cement Board Panels	10
075200	Modified Bitumen Roofing	20
079200	Joint Sealers	10
084228	All Glass Doors	2
084313	Aluminum Entrances and Storefronts	3; Finish 15
085113	Aluminum Windows	10
087100	Door Hardware:	
	Mechanical Closers	10
	Electrified Closers	2
	Mechanical Exit Devices	3
	Electrified Exit Devices	1
	Mechanical Locksets	3
	Electrified Locksets	1
	Continuous Hinges	Lifetime
	Key Blanks	Lifetime

088000	Glass and Glazing:	
	Coated Glass Product	5
	Insulating Glass	10
	Laminated Glass	5
142600	LULA Elevator	1
220523	General Duty Valves for Plumbing	5
220529	Hangers & Supports for Plumbing	5
220700	Plumbing Insulation: Man-made Fiber	10
221100	Facility Water Distribution	5
223400	Fuel-Fired Domestic Water Heaters	5
224000	Plumbing Fixtures	5
210500	Basic Fire Suppression Materials	5
211313	Wet Pipe Sprinkler Systems	5
230516	Expansion Fittings and Loops for HVAC	5
230523	General Duty Valves for HVAC	5
230529	Hangers and Supports for HVAC	5
230548	Vibration and Seismic Controls for HVAC	5
230700	HVAC Insulation: Man-made Fiber	5
230900	Instrumentation and Control for HVAC	5
232300	Refrigerant Piping	3
233100	HVAC Ducts and Casings	5
233300	Air Duct Accessories	5
233400	HVAC Fans	5
233700	Air Outlets and Inlets	5
235100	Breechings, Chimneys & Stacks: Manufactured Units	5
235216	Condensing Boilers:	
	Pulse Combustion Boilers:	
	-Heat Exchanger (thermal shock)	10
	-Heat Exchanger (corrosion)	5
	Fire-tube Condensing Boilers:	
	-Leakage and Materials	10
	-Heat Exchanger (thermal stress/ corrosion)	5
	Water-tube Condensing Boilers :	20
	Water-jacketed Condensing Boilers:	
	-Leakage and Materials	8
	-Heat Exchanger (thermal stress/ corrosion)	5
237200	Energy Recovery Equipment	2
238126	Split-System Air Conditioners	1
	Compressor:	6

(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.

Contract #1

Architectural:

T000.00 - Cover Sheet and Drawing List
G001.00 - General Notes and Symbols
G002.00 - Code Analysis
B-101.00 - DDC_Record of Boring
B-102.00 - DDC_Topographical and Property Line Map
DM100.00 - Cellar Demolition Plan
DM101.00 - Ground Floor Demolition Plan
DM102.00 - Mezzanine Demolition Plan
DM103.00 - Roof Demolition Plan
DM300.00 - Demolition Elevations
A000.00 - Site Plan
A001.00 - Wall Types
A002.00 - Wall Types Continued
A003.00 - Wall Types Continued
A100.00 - Cellar Plan
A101.00 - Ground Floor Plan
A102.00 - Mezzanine Plan
A103.00 - Roof Plan
A110.00 - Cellar Finish Floor Plan
A111.00 - Ground Floor Finish Floor Plan
A112.00 - Mezzanine Finish Floor Plan
A200.00 - Cellar Reflected Ceiling Plan
A201.00 - Ground Floor Reflected Ceiling Plan
A202.00 - Mezzanine Reflected Ceiling Plan
A300.00 - Exterior Elevations
A310.00 - Building Longitudinal Sections
A311.00 - Building Longitudinal Sections Continued
A312.00 - Building Cross Sections
A313.00 - Building Cross Sections Continued
A400.00 - Exterior Wall Sections
A401.00 - Exterior Wall Sections Continued
A402.00 - Exterior Wall Sections Continued
A410.00 - Exterior Details - Enlarged Plans
A411.00 - Exterior Details - Enlarged Plans Cont.
A412.00 - Exterior Details - Enlarged Plans Cont.
A420.00 - Exterior Details - Stucco Siding
A421.00 - Exterior Details - Stucco Siding Cont.
A430.00 - Exterior Details - Fascia
A431.00 - Exterior Details - Fascia Cont.
A440.00 - Exterior Details - Roof
A500.00 - Cellar Interior Elevations
A501.00 - Cellar Interior Elevations Continued
A502.00 - Cellar Interior Elevations Continued
A510.00 - Ground Floor Interior Elevations
A511.00 - Ground Floor Interior Elevations Continued
A512.00 - Ground Floor Interior Elevations Continued
A513.00 - Ground Floor Interior Elevations Continued
A520.00 - Mezzanine Interior Elevations
A600.00 - Details - Gallery Wall Sections
A601.00 - Details - Stepped Seating

A602.00 – Details – Stepped Seating Cont.
A603.00 – Details – Gallery
A610.00 – Details – Open Office Enlarged Plans
A620.00 – Details – Vestibule Enlarged Plans
A621.00 – Details – Vestibule
A630.00 – Details – Mezzanine Stair Enlarged Plan
A631.00 – Details – Mezzanine Stair
A640.00 – Details – Elevator
A650.00 – Details – Restrooms
A660.00 – Details – Interior Glazing
A661.00 – Details – Interior Glazing Cont.
A670.00 – Details – Framing
A700.00 – Millwork – Workstations
A710.00 – Millwork – Kitchenette Cabinetry
A711.00 – Millwork – Kitchenette Cabinetry Cont
A800.00 – Schedule - Finishes
A810.00 – Schedule - Door
A811.00 – Details – Doors
A812.00 – Details – Doors Cont.
A813.00 – Details – Doors Cont.
A820.00 – Schedule – Glazing
A821.00 – Details – Glazing
A822.00 – Details – Glazing Cont.
A823.00 – Details – Glazing Cont.
A830.00 – Schedule – Fixtures
A900.00 – Cellar Device Plan
A901.00 – Ground Floor Device Plan
A902.00 – Mezzanine Device Plan

Structural:

FO100.00 – Cellar Framing Plan
S101.00 – Ground Floor Framing Plan
S102.00 – Mezzanine Framing Plan
S103.00 – Roof Framing Plan
S200.00 – General Notes
S201.00 – Typical Details
S202.00 – Typical Details II
S300.00 – Sections
S400.00 – Sections

Asbestos:

H001.00 – Asbestos Abatement Location Plan- General Notes
H002.00 – Asbestos Abatement Location Plan- Cellar
H003.00 – Asbestos Abatement Location Plan- Ground Floor
H004.00 – Asbestos Abatement Location Plan- Mezzanine
H005.00 – Asbestos Containing Materials Plan- Roof

Contract #2

Plumbing:

P001.00 – Plumbing Specifications
P002.00 – Plumbing Specifications and Notes
P003.00 – Plumbing Risers
P100.00 – Cellar Demolition Plans
P101.00 – Ground Floor Demolition Plans
P102.00 – Mezzanine Demolition Plans
P200.00 – Cellar Plumbing Plans
P201.00 – Ground Floor Plumbing Plans

Contract #3

Mechanical:

M001.00 – Mechanical General Notes and Symbols
M002.00 – Mechanical Schedules
M003.00 – Mechanical Schedules
M004.00 – Mechanical Details
M005.00 – Mechanical Details
M006.00 – Mechanical Details
M100.00 – Cellar Demolition Plan
M101.00 – Ground Floor Demolition Plan
M102.00 – Mezzanine Demolition Plan
M103.00 – Roof Demolition Plan
M200.00 – Cellar Mechanical Plan
M201.00 – Ground Floor Mechanical Plan
M202.00 – Mezzanine Mechanical Plan
M203.00 – Roof Mechanical Plan
M300.00 – Cellar Plan Mechanical Piping
M301.00 – Ground Floor Plan Mechanical Piping
M302.00 – Mezzanine Plan Mechanical Piping
M303.00 – Roof Plan Mechanical Piping
M400.00 – Hot Water Riser Diagram
M401.00 – Refrigerant Piping Riser Diagram

Sprinkler:

SP001.00 – Sprinkler Symbols, Notes and Plot Plan
SP002.00 – Sprinkler Specifications and Riser Diagrams
SP003.00 – Sprinkler Details
SP100.00 – Cellar Sprinkler Plan
SP101.00 – Ground Floor Sprinkler Plan
SP102.00 – Mezzanine Sprinkler Plan

Contract #4

Electrical:

E001.00 – Electrical Symbol List, Abbreviations and Notes
E100.00 – Cellar Lighting Plan
E101.00 – Ground Floor Lighting Plan
E102.00 – Mezzanine Lighting Plan
E200.00 – Cellar power Plan
E201.00 – Ground Floor Power Plan
E202.00 – Mezzanine Power Plan
E203.00 – Roof Power Plan
E300.00 – Riser Diagram and Panelboard Schedule
E400.00 – Cellar Cabling Plan
E401.00 – Ground Floor Cabling Plan
E402.00 – Mezzanine Cabling Plan

Fire Alarm:

FA001.00 – Fire Alarm Notes and Operational Matrix
FA002.00 – Fire Alarm Riser
FA100.00 – Cellar Fire Alarm Plan
FA101.00 – Ground Floor Fire Alarm Plan
FA102.00 – Mezzanine Fire Alarm Plan

Energy Compliance:

EN001.00 – Energy Calculations and Diagrams
EN002.00 – Mechanical Energy Compliance
EN003.00 – Building Envelope Tabular Analysis

SCHEDULE D

Electrical Motor Control Equipment

(Reference: 01 3506, Article 3.9 of the DDC Standard General Conditions)

Requirements for electrical motor equipment may be included in one or more sections of the Specifications for the Contract for the Project. Schedule D set forth below delineates specific information for electrical motor control equipment. In the event of any conflict between the Specifications and this Schedule D, Schedule D shall take precedence; provided, however, in the event of an omission from Schedule D (i.e., Schedule D omits either a reference to or information concerning electrical motor equipment which is set forth in the Specifications), such omission from Schedule D shall have no effect and the Contractor's obligation with respect to the electrical motor control equipment, as set forth in the Specifications, shall remain in full force and effect.

DB Disconnect Circuit Breaker (Switch)	P Pilot Light	BG Break Glass Station
TS Thermal Switch	F Firestat	HOA Hand-Off Auto.
MS Magnetic Starter	T Thermostat	PB Push Button Station
CMS Comb. Mag. Starter	AL Alternator	RO Remote "off"

Legend for Remarks:

- Note 1. Starter integral with equipment, control wiring, if any, by Contractor for Electrical Work.
- Note 2. Starter integral with equipment, control and interlock wiring by Contractor for H.V.A.C. Work.
- Note 3. Starter, alternator, etc., furnished by Contractor for H.V.A.C. Work, to be installed and wired by the Contractor for Electrical Work. Control and interlock wiring by Contractor for H.V.A.C. Work.
- Note 4. Starter integral with equipment. Mounting of push-button stations, takeup reels, disconnect switches and circuit breakers, etc., and all wiring by Contractor for Electrical Work.
- Note 5. Remote "off" switch to be furnished, installed and connected by Contractor for Electrical Work.
- Note 6. Firestat furnished and installed by Contractor for H.V.A.C. Work, to be wired by Contractor for Electrical Work.

Equip. Ident.	Location	# of Units	HP or KW	Volts and Phase	Control Type: See legend above	Remarks: See legend above
	012- Elev. Machine Rm.	1				Note 1
	012- Elev. Machine Rm.	1			DB	Note 5

AC- (flr)-#	005- Computer Rm. 007- Open Office 003- IT Workroom 012- Elev. Machine Rm 103- Open Office 104- Gallery 107- Circulation 152- Office 151- Meeting Rm 153- Office	10			T	Note 3
AC- (flr)-#	004- Service Hallway 008- Mechanical Rm 008B- Boiler Rm 106- Unisex Restrm 107A- Closet 104- Gallery 152- Office 153- Office	11			TS	Note 1

SCHEDULE E

Separation of Trades

(Reference: 01 1000, Article 1.6 (A) of the DDC Standard General Conditions)

Requirements for various items of work are included in the Specifications for the separate Contracts for the Project and in the General Conditions. Schedule E set forth below delineates the responsibilities of each separate Contractor for various items of work, as well as the extent to which certain items involve coordination between trades. The delineation set forth in this Schedule E shall be taken as specific instruction to the Contractor that it is responsible for the listed items of work. Schedule E is not intended to limit the Contractor's responsibility for supervision and coordination. In the event of any conflict between the Specifications, the General Conditions and this Schedule E, Schedule E shall take precedence; provided, however, in the event of an omission from Schedule E (i.e., Schedule E omits either a reference to or information concerning an item of work which is set forth in the Specifications or the General Conditions), such omission from Schedule E shall have no effect and the Contractor's obligation to perform the work, as set forth in the Specifications or the General Conditions, shall remain in full force and effect.

Legend: "F" = Furnished "I" = Installed "P" = Provided (Furnished and Installed)
Contractor designation (#1, #2, #3 and #4) is as indicated in Section II of this Addendum.

ITEM	Contr # 1	Contr # 2	Contr # 3	Contr # 4	Notes
Temporary Heat			P		
Temporary Water		P			
Temporary Light and Power				P	
Temporary Toilets – Enclosures	P				
Temporary Toilets – Fixtures	F	I			
Rubbish removal from project site	P				
Hoisting and Rigging	P				
Excavation and Backfill					N/A
Utility Trenches – inside building	F				
Utility Trenches – outside building					N/A

ITEM	Contr # 1	Contr # 2	Contr # 3	Contr # 4	Notes
Keeping site, excavations, and building, free from water during construction	P				
Access doors in finished walls and ceilings, panels and ceilings, panels and supporting frames	P				
Field touch-up painting of damaged shop coats	P				
Prime coating hangers and supports	P				
Rust proofing field cut and assemble iron supporting frames and racks	P				
Finished painting of exposed equipment or piping or ductwork on walls and ceilings where adjacent surfaces are painted	P				
Concrete foundations, housekeeping pads or bases for floor mounted equipment not indicated on the contract drawings	P				
Concrete foundations pads and bases, as indicated on contract drawings, for floor mounted equipment	P				
Framed slots and openings in walls, decks, slabs and/or precast concrete planks	P				
Sleeves and core drilling thru slabs, decks and walls whether waterproofed or not	F	I	I	I	
Waterproof sealing of pipes passing thru sleeves and/or slots	P				
Waterproof sealing of sleeves thru membraned and waterproofed slabs, roofs, and decks	P				

ITEM	Contr # 1	Contr # 2	Contr # 3	Contr # 4	Notes
Sleeves thru walls with no core drilling required	P				
Roof openings	F	I	I	I	
Louvers – exterior	F		I		
Louvers – interior	P				
Roof curbs and roof equipment supports	F		I		
Pitch pockets	P				
Roof cap flashing for all supports, penetrations and roof curbs	P				
Fireproof sealing of slab openings at duct or pipe shafts	P				
Fire extinguishers	F		I		
Prefabricated chimneys					N/A
Domestic make-up water piping for heating and air conditioning systems		P			
Pit frames and covers	P				
Drywells					N/A
Gas service piping to heating boiler and equipment			P		
Bathroom accessories	P				
Precast and/or molded receptors (mop basins, shower bases, etc.)	F		I		
Sprinkler water service from street main including meter, to capped OS&Y valve connection inside building		I	F		
Motors for mechanical equipment			P		
Convactor enclosures					N/A

ITEM	Contr # 1	Contr # 2	Contr # 3	Contr # 4	Notes
Electric duct heaters (heaters installed in air ducts) and electric unit heaters					N/A
Fire and smoke dampers with motors			P		
Control Wiring – General Construction		P			
Control Wiring – Plumbing		I	F		
Control Wiring – Sprinkler		F		I	
Control Wiring – HVAC for temperature control			F	I	
Door Monitoring Systems – Power Wiring				P	
Door Monitoring Systems – Control Wiring	F			I	
Motor starters and motor controls for equipment requiring power wiring				P	
Power wiring for motorized equipment and motor controls				P	
Electric heating cables for pipe tracing		P			
Concrete encasement of conduits	P				
Electric manholes and handholes					N/A
Opening frames for ceiling recessed lighting fixtures and other electrical items	F		I		

SCHEDULE F

Submittals Schedule

(Reference: Section 01 3200 Article 2.5 (B) 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: LTL Architects
 TELEPHONE NUMBER: 212-505-5955
 DDC PROJECT MANAGER: Alyssa Gerber
 TELEPHONE NUMBER: 718-391-1404

DATE: _____

APPROVED: _____
 (DDC RESIDENT ENGINEER/CPM)

REPORT DATE	DESCRIPTION	COORD. WITH CONTR.	SUBMITTAL		SUB. DATE	REQD DEL.	FABRIC. TIME	SUBMISSIONS												
			SHOP DWG	SAMPLE				CAT CUTS	REC'D	RET'D	ACTION	REC'D	RET'D	ACTION	REC'D	RET'D	ACTION			
013526	Safety and Health Program	X																		
013526	Contractor's Safety Plan	X																		
015000	Site Plan		X																	
015000	Reports	X																		
015423	NYC DOB Scaffold & Sidewalk Shed Permits	X	X																	
015423	Site Logistics/Site Safety Plan	X																		
01 5423	Scaffold & Shed Installation Drawings		X																	

017419	Waste Mgmt. Plan	X																		
017900	Instruction for Demonstration & Orientation	X																		
017900	Qualification Data	X																		
018113.13	MSDS		X							X										
018119	IAQ Management Plan	X																		
018119	Product Cut Sheets										X									
018119	IAQ Mgmt. Plan Photos	X																		
024119	Selective Demo.	2,3,4	X																	
033000	Cast-In-Place Concrete	2,3,4	X																	
042000	Unit Masonry	N/A									X									
051200	Str. Steel	N/A	X																	
053100	Steel Decking	2,3,4	X								X									
054000	Cold Formed Metal Framing	2,3,4	X									X								
055000	Misc. Metals	N/A	X							X										
055100	Steel Pan Stairs	N/A	X																	
057000	Ornamental Metals	N/A	X							X										
062000	Carpentry	N/A										X								
064023	Architectural Woodwork	3,4	X							X										
072100	Thermal Insulation	2,3,4																		
072700	Vapor permeable air barrier liquid membrane	2,3,4																		
074600	Preformed Cement Board Panels	4	X							X										
075200	Modified Bitumen Roof	2,3,4																		X

REPORT DATE	FMS ID #PROJECT ID #: PV678-BCA CONTRACT REGISTRATION #: PROJECT NAME: BCA Facility Rehabilitation Rebid				CONTRACT # 2 Plumbing Work 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	
220503		Pipes and Tubes for Plumbing Piping and Equipment	1	X		X													
220523		General-Duty Valves For Plumbing Piping	NA			X													
220529		Hangers and Supports for Plumbing Piping and Equipment	NA			X													
220700		Plumbing Insulation	NA			X													
220800		Commission for Plumbing Work	NA	X															
221100		Facility Water Distribution	3	X		X													
221429		Sump Pump	3	X		X													
223400		Fuel-Fired Domestic Water Heaters	3	X		X													
224000		Plumbing Fixtures	NA			X													

REPORT DATE		FMS ID #PROJECT ID #: PV678-BCA CONTRACT REGISTRATION #: PROJECT NAME: BCA Facility Rehabilitation Rebid										CONTRACT #: 3 HVAC and Fire Suppression Work 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				
211313	Wet Pipe Sprinkler Systems	2	X		X																
230503	Pipes and tubes for HVAC	2	X		X																
230513	Common Motor Requirements for HVAC	4	X		X																
230516	Expansion Fittings and Loops	4	X		X																
230523	General-Duty Valves for HVAC	N/A	X		X																
230529	Hangers & Supports for HVAC	4	X		X																
230548	Vibration & Seismic Controls for HVAC	N/A	X		X																
230553	ID for HVAC Piping & Equipment	N/A	X		X																
230593	Testing, Adjusting, & Balancing for HVAC	X		X																	
230700	HVAC Insulation	N/A			X																
230800	Commission of HVAC	4	X		X																

230900	Instrument & Control for HVAC	4	X	X																
232116	Hydronic Piping Specialties	3																		
232300	Refrigerant Piping	2		X																
233100	HVAC Ducts & Casings	N/A		X																
233300	Air Duct Accessories	1		X																
233400	HVAC Fans	1		X																
233700	Air Outlets & Inlets	1		X																
235100	Breechings, Chimneys & Stacks	1		X																
235216	Boilers	N/A		X																
237200	Energy Recovery Equipment	N/A		X																
238126	Split System AC	N/A		X																
238216	Hydronic Air Coils	3																		
238236	Fin-tube Radiator with Enclosure	N/A		X																
238239	Unit Heaters	4		X																

REPORT DATE	FMS ID #/PROJECT ID # PV678-BCA CONTRACT REGISTRATION # PROJECT NAME: BCA Facility Rehabilitation Rebid	CONTRACT # 4 Electrical Work TRADE: SHOP DRAWING LOG SHEET #																	
		DESCRIPTION	COORD. WITH CONTR	SUBMITTAL			REQ'D DEL.	FABRIC. TIME	SUBMISSIONS										
SEC. SECT. #				SHOP DWG.	SAMPLE	CAT CUTS	SUB. DATE		REC'D	ACTION	RET'D	ACTION	REC'D	RET'D	ACTION	REC'D	RET'D	ACTION	
260410	Basic Electrical Requirements	N/A				X													
260503	Equipment Wiring Connections	N/A		X		X													
260519	Low-Voltage Electrical Power Conductors & Cables	N/A		X		X													
260526	Grounding & Bonding for Electrical Systems	3		X		X													
260529	Hangers and Supports for Electrical/Commun. systems	3		X		X													
260533	Raceway & Boxes for electrical systems	3		X		X													
260534	Floor Boxes & Electrical Systems	N/A		X		X													
260553	ID for electrical systems	N/A		X		X													
260800	Commission of Electrical	N/A																	
260923	Lighting Control Devices	N/A		X		X													
262413	Switchboards	N/A		X		X													

262416	Panelboards	N/A	X																
262716	Electrical Cabinets & Enclosures	N/A	X							X									
262726	Wiring Devices	N/A	X							X									
262813	Fuses	N/A	X							X									
262819	Enclosed Switches	N/A	X							X									
262913	Enclosed Controllers	N/A	X							X									
265100	Interior Lighting	N/A	X	X															
265200	Emergency Lighting	N/A	X							X									
282300	Video Surveillance	3									X								
283100	Fire Detection & Alarm System	N/A	X	X															

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<u>DIVISION 9</u>	<u>FINISHES</u>
092400	Exterior Lath and Plaster
092900	Gypsum Drywall
093000	Ceramic Tile
095113	Acoustic Panel Ceilings
096519	Resilient Tile Flooring
098413	Acoustical Ceiling Treatment
099000	Painting and Finishing
099623	Graffiti Resistant Coating
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101400	Signage
102114	Floor Mounted Toilet Partitions
102800	Toilet Accessories
104416	Fire Extinguishers and Cabinets
<u>DIVISION 12</u>	<u>FURNISHINGS</u>
124814	Floor Mats and Frames
<u>DIVISION 14</u>	<u>CONVEYING EQUIPMENT</u>
142600	Limited Use Limited Application (LULA) Elevator

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220503	Pipes and Tubes for Plumbing Piping and Equipment
220523	General-Duty Valves for Plumbing Piping
220529	Hangers and Supports for Plumbing Piping and Equipment
220700	Plumbing Insulation
220800	Commissioning of Plumbing
221100	Facility Water Distribution
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223400	Fuel-Fired Domestic Water Heaters
224000	Plumbing Fixtures



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DIVISION 4 MASONRY

042000 Unit Masonry

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053100 Steel Decking

054000 Cold Formed Metal Framing

055000 Miscellaneous Metals

055100 Steel Pan Stairs

057000 Ornamental Metals

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084228 All Glass Doors

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085113 Aluminum Windows

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230523 General-Duty Valves for HVAC Piping
230529 Hangers and Supports for HVAC Piping and Equipment
230548 Vibration and Seismic Controls for HVAC Piping & Equipment
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230900 Instrumentation and Control for HVAC
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GENERAL CONSTRUCTION WORK

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NEW YORK CITY DEPARTMENT OF
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SECTION 01 10 00

SUMMARY OF WORK

PART 1 GENERAL

1.1 GENERAL REQUIREMENTS

- A. Work of this Section, as shown or specified, shall be in accordance with the requirements of the Contract Documents.

1.2 SECTION INCLUDES

- A. Work of this Section includes the following descriptions:
 - 1. Contractor's duties.
 - 2. Codes.
 - 3. Abbreviations and symbols.

1.3 CONTRACTOR'S DUTIES

- A. Except as specifically noted, provide and pay for:
 - 1. Labor, materials and equipment.
 - 2. Tools, construction equipment and machinery.
 - 3. Other facilities and services necessary for proper execution and completion of the work.
- B. Give required notices.
- C. Comply with codes, ordinances, rules, regulations, orders and other legal requirements of public authorities which bear on performance of work.
- D. Promptly submit written notice to Architect of observed variance of Contract Documents from the Building Code and other requirements of Public Authorities having jurisdiction.

1.4 APPLICABLE CODES

- A. All references to codes, specifications, and standards referred to in the Specification Sections and on the Drawings shall mean, and are intended to be, the latest edition, amendment, and/or revision of such reference standard in effect as of the date of these Contract Documents.



1.5 DEFINITIONS

- A. General: Basic Contract definitions are included in the Conditions of the Contract.
- B. "Approved": The term "approved," when used in conjunction with Architect's action on Contractor's submittals, applications, and requests, is limited to Architect's duties and responsibilities as stated in the Conditions of the Contract.
- C. "Directed": Terms such as "directed," "requested," "authorized," "selected," "approved," "required," and "permitted" mean directed by Architect, requested by Architect, and similar phrases.
- D. "Indicated": The term "indicated" refers to graphic representations, notes, or schedules on Drawings; or to other paragraphs or schedules in Specifications and similar requirements in the Contract Documents. Terms such as "shown," "noted," "scheduled," and "specified" are used to help the user locate the reference.
- E. "Regulations": The term "regulations" includes laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, as well as rules, conventions, and agreements within the construction industry that control performance of the Work.
- F. "Furnish": The term "furnish" means to supply and deliver to Project site, ready for unloading, unpacking, assembly, installation, and similar operations.
- G. "Install": The term "install" describes operations at Project site including unloading, temporary storage, unpacking, assembling, erecting, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations.
- H. "Provide": The term "provide" means to furnish and install, complete and ready for the intended use.
- I. "Installer": An installer is Contractor or another entity engaged by Contractor, as an employee, subcontractor, or contractor of lower tier, to perform a particular construction operation, including installation, erection, application, and similar operations.
- J. The term "experienced," when used with the term "installer," means having successfully completed previous projects similar in size and scope to this Project; being familiar with the special requirements indicated; and having complied with requirements of authorities having jurisdiction.
 - i. Using a term such as "carpentry" does not imply that certain construction activities must be performed by individuals of a corresponding generic name, such as "carpenter." It also does not imply that requirements specified apply exclusively to tradespeople of the corresponding generic name.
- K. "Project site" is the space available for performing construction activities, either exclusively or in conjunction with others performing other work as part of Project. The extent of Project site is shown on the Drawings and may or may not be identical with the description of the land on which Project is to be built.



1.6 ABBREVIATIONS AND SYMBOLS

- A. Reference to a technical society, institution, association, or governmental authority is made in the Specifications in accordance with the following abbreviations.
1. AA Aluminum Association
 2. AAMA Architectural Aluminum Manufacturers Association
 3. ABMA American Boiler Manufacturers Association
 4. ACI American Concrete Institute
 5. ACRI Air Conditioning and Refrigeration Institute
 6. ADC Air Diffusion Council
 7. AFI Air Filter Institute
 8. AGI American Gas Institute
 9. AGCA Associated General Contractors of America, Inc.
 10. AGMA American Gear Manufacturers Association
 11. AIA American Institute of Architects
 12. AIA American Insurance Association
 13. AIMA Acoustical and Insulating Materials Association
 14. AISC American Institute of Steel Construction
 15. AISI American Iron and Steel Institute
 16. AITC American Institute of Timber Construction
 17. ALS American Lumber Standards
 18. AMCA Air Moving and Conditioning Association
 19. ANSI American National Standards Institute, Inc.
 20. APA American Plywood Association
 21. ARI Air Conditioning and Refrigeration Institute
 22. ASAHC American Society of Architectural Hardware Consultants
 23. ASHRAE American Society of Heating, Refrigerating and Air Conditioning Engineers
 24. ASME American Society of Mechanical Engineers



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25. ASTM American Society for Testing and Materials
26. AWI Architectural Woodwork Institute
27. AWPA American Wood Preservers Association
28. AWPI American Wood Preservers Institute
29. AWS American Welding Society
30. AWWA American Waterworks Association
31. BHMA Builders Hardware Manufacturers Association
32. BIA Brick Institute of America
33. BRI Building Research Institute
34. CABRA Copper and Brass Research Association
35. CAGI Compressed Air and Gas Institute
36. CRSI Concrete Reinforcing Steel Institute
37. CS U.S. Commercial Standard
38. CSI Construction Specification Institute
39. CTI Cooling Tower Institute
40. DFPA Douglas Fir Plywood Association
41. ETL Electrical Testing Laboratories
42. FGMA Flat Glass Marketing Association
43. FPL Forest Products Laboratories
44. FS Federal Specifications
45. FSIWA Federation of Sewage and Industrial Waste Association
46. FTI Facing Tile Institute
47. GA Gypsum Association
48. GTA Glass Tempering Association
49. HPMMA Hardwood Plywood Manufacturers Association
50. IBRM Institute of Boiler and Radiator Manufacturers

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51. IEEE Institute of Electrical and Electronics Engineering
52. IES Illuminating Engineering Society
53. IPCEA Insulated Power Cable Engineers Association
54. MAC Masonry Advisory Council
55. MLMA Metal Lath Manufacturers Association
56. MSS Manufacturers Standardization Society of the Valves and Fittings Industries
57. NAAMM National Association of Architectural Metal Manufacturers
58. NAFM National Association of Fan Manufacturers
59. NAPM National Association of Plastic Manufacturers
60. NBHA National Builders Hardware Association
61. NBS National Bureau of Standards
62. NCMA National Concrete Masonry Association
63. NEC National Electric Code (NFPA Pamphlet No. 70)
64. NELMA Northeastern Lumber Manufacturers Association, Inc.
65. NEMA National Electric Manufacturers Association
66. NEMI National Elevator Manufacturing Industry, Inc.
67. NFC National Fire Code
68. NFPA National Fire Protection Association
69. NFPA National Forest Products Association
70. NHLA National Hardwood Lumber Association
71. NHPMA Northern Hardwood and Pine Manufacturers Association
72. NPA National Particleboard Association
73. NPCA National Paint and Coatings Association
74. NRMCA National Ready Mixed Concrete Association
75. NSC National Safety Council
76. NSF National Sanitation Foundation



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77. NWMA National Woodwork Manufacturers Association
78. OSHA Occupational Safety and Health Administration
79. PCA Portland Cement Association
80. RTI Resilient Tile Institute
81. SAE Society of Automotive Engineers
82. SBI Steel Boiler Institute
83. SCMA Southern Cypress Manufacturers Association
84. SDI Steel Deck Institute
85. SDI Steel Door Institute
86. SJI Steel Joist Institute
87. SMACNA Sheet Metal and Air Conditioning Contractors National Association
88. SSPC Steel Structures Painting Council
89. TCA Tile Council of America
90. TEMA Tubular Exchange Manufacturing Association
91. TIMA Thermal Insulation Manufacturers Association
92. UL Underwriter's Laboratories, Inc.
93. UPC Uniform Plumbing Code
94. USCGS U.S. Coast and Geodesic Survey
95. WRI Wire Reinforcement Institute
96. WWPA Western Wood Products Association

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

END OF SECTION

SECTION 02 41 19

SELECTIVE DEMOLITION AND ALTERATION WORK

PART 1 GENERAL

1.1 GENERAL REQUIREMENTS

- A. Work of this Section, as shown or specified, shall be in accordance with the requirements of the Contract Documents.

1.2 SECTION INCLUDES

- A. Work of this Section includes all labor, materials, equipment and services necessary to complete the selective demolition and alteration work as shown on the drawings and/or specified herein, including but not limited to the following:
 - 1. Alterations, selective demolition and removals as noted on drawings and as required to accommodate new construction.
 - 2. Removal of debris.
 - 3. Protection of existing building and spaces to remain, and shoring of the structure as required for structural integrity and personal safety.
 - 4. Protection of existing curbs and sidewalks.
 - 5. Temporary coverage passageways.
 - 6. Alterations, selective demolition and removals of exterior facade where noted.
 - 7. Patching and refinishing of existing surfaces damaged as a result of this work.
 - 8. Protection.

1.3 QUALITY ASSURANCE

- A. The Contractor shall comply with the requirements of all applicable Federal, State and local safety and health regulations regarding the demolition of structures including ANSI/NFPD 241-Building Construction and Demolition Operations.
- B. The Contractor shall be responsible for any damage to any adjacent structures or buildings to remain.
- C. Qualifications: Qualifications of Contractor for work of this Section shall not be less than three (3) years of field experience in work of this nature.

- D. Professional Engineering: The Contractor shall retain the services of a Professional Engineer licensed in the State of New York, who shall provide and supervise installation of all underpinning and shoring.

1.4 RELATED SECTIONS

- A. Alteration and removal requirements for mechanical and electrical work - Mechanical and Electrical Sections.

1.5 SUBMITTALS

- A. Schedule of Demolition Operations: Submit demolition procedures and operational sequence for Commissioner's review prior to start of work. Submit a written request to Commissioner well in advance of executing any cutting or alteration which affects:
 - 1. The work of tying in or connecting to operational systems of the building, including electrical, mechanical and security systems.
 - 2. The work of the City of New York or any separate Contractor.
 - 3. The structural value or integrity of any element of the project or of adjacent structures.
 - 4. The integrity or effectiveness of weather-exposed and moisture-resistant elements or systems.
 - 5. The efficiency, operational life, maintenance, or safety of operational elements or systems.
- B. Notice of Differing Conditions: Submit a written notification if, during the work of demolition and cutting, conditions are discovered which significantly vary from those shown on the drawings. Do not commence work until approval of Commissioner.
- C. Shop Drawings: Submit the following prior to starting work:
 - 1. Submit for Commissioner's information shop drawings indicating location and typical construction details of temporary dustproof and weatherproof partitions.
 - 2. Submit drawings of temporary structural shoring, bracing, framing or support, for the information of the Commissioner. Such drawings will be reviewed by the Commissioner for the effects of such temporary members on the structural elements to remain. These drawings shall include the reason for such temporary members, the location, the direction and magnitude of design reaction forces on existing structure, and details showing how these reaction forces will be applied to the existing structure.
 - a. Shop drawings shall be submitted with the Seal of the P.E. engaged by Contractor; P.E. must be licensed in the State of New York.

1.6 JOB CONDITIONS

A. Condition of Structure

1. The Contractor for the work of this Section shall be held to have visited the site, examined the premises, determined for himself the existing conditions, character of equipment and facilities needed for the performance of the work, and all matters which may in any way affect the work before submitting a bid.
 - a. Information regarding existing construction or conditions is based on available record drawings which may or may not truly reflect existing conditions. Such information is included on the assumption that it may be of interest to the Contractor, but the Commissioner, City of New York and their consultants do not assume responsibility for its accuracy or completeness.
 - b. Notify the Commissioner if, during the course of demolition, conditions are discovered which significantly vary from those shown on the drawings. Do not proceed until authorized by Commissioner.
2. The Contractor shall accept the condition of the site and structures as found. The Commissioner and City of New York assume no responsibility for condition of site or structures nor the continuation of the condition existing at time of bidding or thereafter.

B. Areas of building to be demolished or altered will be vacated and discontinued in use prior to the start of the work.

1. Surrounding areas of the building shall remain operational by the City of New York.

C. Partial Removal

1. Items of savable value to the Contractor may be removed from the structure as the work progresses. Salvaged items must be transported from the site as they are removed.
2. Storage or sale of removed items on the site will not be permitted.

D. Explosives: The use of explosives will not be permitted.

E. Traffic

1. Conduct demolition operations and the removal of debris to ensure minimum interference with roads, streets, walks and other adjacent occupied or used facilities.
2. Do not close or obstruct streets, walks or other occupied or used facilities without permission from authorities having jurisdiction. Provide alternate routes around closed or obstructed traffic ways if required by governing regulations.

F. Utilities

1. Refer to Division 22 and 26 of the specifications for special requirements concerning utilities and services.
2. Maintain any existing utilities required to remain; keep in service and protect against damage during demolition operations.
3. Do not interrupt existing utilities serving occupied or used facilities, except when authorized in writing by authorities having jurisdiction. Provide temporary services during interruptions to existing utilities, as acceptable to the governing authorities.
4. Disconnect and seal any abandoned utilities before starting demolition operations. Coordinate all work with local utility companies having jurisdiction.

1.7 SCHEDULING

- A. Before commencing any alteration or demolition work, submit for review by the Commissioner, and approval of the City of New York, a schedule showing the commencement, the order, and the completion dates for the various parts of this work.
- B. Before starting any work relating to existing utilities (electrical, sewer, water, heat, gas, fire lines, etc.) that will temporarily discontinue or disrupt service to the structures to remain, notify the Commissioner and the City of New York 7 days in advance and obtain the City of New York 's approval in writing before proceeding with this phase of the work.

PART 2 PRODUCTS

Refer to Part 3 - Execution, for Product Requirements

PART 3 EXECUTION

3.1 PROTECTION

- A. Take full precautions to protect workmen, passersby or any other persons from falling debris and other hazards of demolition operations.
- B. Execute demolition work to insure protection of existing portions of building to remain against damages which might occur from falling debris or other cause. Do not interfere with use of adjacent occupied buildings and areas. Maintain free, safe passage to and from occupied adjacent buildings.
- C. Materials Placement: Do not load structure with weight that will endanger, overload or cause excessive deflection of the existing structure, or that will damage finished surfaces adjacent to and/or supported by the existing structure, except portions being removed.
- D. Construction Operations: Do not employ any construction operation, equipment or vehicles that will endanger, overload or cause excessive deflection of the existing

structure, or that will damage finished surfaces adjacent to and/or supported by the existing structure, except portions being removed.

- E. Take precautions to guard against movement, settlement, damage, or collapse of any part of building, sidewalks, adjacent property or street passages; be liable for any such movement, settlement or collapse. If such damage does accidentally occur, Contractor shall repair promptly at no cost to City of New York.
- F. Provide the necessary safeguards to prevent accidents, to avoid all necessary hazards and protect the public, the work and property at all times, including Saturdays, Sundays, and holidays.
- G. Be responsible for any and all damages which may arise or occur to any party whatsoever by reason of the neglect in providing proper lights, guards, barriers, or any other safeguards to prevent damage to property, life and limb.
- H. Make such explorations and probes as are necessary to ascertain any required protective measures before proceeding with demolition and removal. Give particular attention to shoring and bracing requirements so as to prevent any damage to existing construction.
 - 1. Provide interior and exterior shoring, bracing, or support to prevent movement or settlement or collapse of structures to be demolished and adjacent facilities to remain. The Contractor's Professional Engineer shall advise on bracing, shoring, underpinning, or other structural requirements. The Contractor shall bear all responsibility for prevention of movement or other structural fault.
 - 2. The Contractor shall restore, by repair or otherwise, the portions of structure or their contents altered by the Contractor in furtherance of his underpinning and support operations. Restoration shall be completed to the conditions which existed prior to the start of the work. Any damage caused by inadequate support shall also be restored by the Contractor at no cost to the City of New York.
- I. Provide, erect and maintain catch platforms, lights, barriers, weather protection, warning signs, and other items as required for proper protection of the workmen engaged in demolition and alteration operations, occupants of the building, public and adjacent property. Any damage caused by the Contractor's operations shall be promptly repaired by the Contractor at no cost to the City of New York.
- J. Provide and maintain temporary protection of the existing structure designated to remain where demolition, removal, and new work are being done, connections made, materials handled, or equipment moved.
- K. Take necessary precautions to prevent dust and dirt from rising. Protect unaltered portions of the existing building affected by the operations under this Section by dustproof partitions and other adequate means.
- L. Provide adequate fire protection in accordance with local Fire Department requirements.

- M. Do not close or obstruct walkways, passageways, or stairways. Do not store or place materials in passageways, stairs, or other means of egress. Conduct operations with minimum traffic interference.
- N. Be responsible for any damage to the existing structure or contents by reason of the insufficiency of protection provided.
- O. Erect temporary covered passageways at street level as required by authorities having jurisdiction.
- P. Promptly repair damages caused to adjacent facilities by demolition operations at no cost to the City of New York.
- Q. Provide and maintain weather protection at exterior openings so as to fully protect the interior premises against damage from the elements until such openings are closed by new construction.

3.2 INSPECTION

- A. Verify that areas of demolition work are protected and temporary dustproof partitions have been installed.
- B. Verify that construction to be removed is not load bearing or has been properly braced, framed or supported.
- C. Inspect existing conditions of the project, including elements subject to damage or to movement during demolition and cutting.
- D. After uncovering work, inspect the conditions affecting the installation or performance of the work.
 - 1. Report differing or questionable conditions to the Commissioner in writing; do not proceed with the work until the Commissioner has provided further instructions.

3.3 PREPARATION

- A. Provide adequate temporary support as necessary to assure the structural value or integrity of the affected portion of the work
- B. Provide devices and methods to protect other portions of the project from damage.
- C. Pollution Controls
 - 1. Use water sprinkling, temporary enclosures, and other suitable methods to limit the amount of dust and dirt rising and scattering in the air to the lowest practical level. Comply with governing regulations pertaining to environmental protection.
 - a. Do not use water when it may create hazardous or objectionable conditions such as ice, flooding, and pollution.

2. Clean adjacent structures and improvements of dust, dirt and debris caused by demolition operations. Return adjacent areas to condition existing prior to the start of the work.
3. Provide drainage for temporary water use.

3.4 DEMOLITION AND CUTTING

- A. Selectively demolish existing construction in conformance with the drawings and these specifications.
 1. Execute cutting and demolition by methods which will prevent damage to other work and will provide proper surface to receive installation of work by others and patching of finish surfaces.
 2. Do all cutting or removal so as to leave neat, true, plumb and square edges, at edges to remain. Use carborundum or diamond saw equipment for cutting masonry, concrete and stone work, where edges or surfaces are to remain.
 3. Do not cut or remove construction which might weaken or impair the structural integrity or strength of the structural framing or support systems which are to remain.
 4. Demolish and remove materials as shown on the drawings without damage to the remaining parts of the structure or mechanical/electrical/utility systems.
 5. Remove materials so as to not impose excessive loads in supporting walls, floors or framing and so as not to damage remaining undemolished portions of the structure.
 6. Where portions of structures are to be removed, remaining portions shall be protected from damage and prepared to fit new construction. Damage to portions of structures to remain shall be repaired.
 7. Existing waterproofing systems and flashings shall be carefully exposed and protected to maintain workable conditions of fitting new work with existing construction.
 8. Proceed with demolition in a systematic manner.
 9. Demolish concrete and masonry in small sections.
- B. Shoring
 1. Provide, erect and maintain necessary temporary shoring, bracing, framing, or support where load bearing structural or supporting members are removed or weakened by cuts or openings or are subject to damage from demolition operations, and otherwise as required for safety or to protect finish surfaces from damage.

2. Construction and adequacy of the shoring shall be the entire responsibility of the Contractor. Any damage caused by the inadequacy of the shoring or other support shall be the responsibility of the Contractor to remedy at no additional expense to the City of New York.
3. Shoring and bracing shall remain until new structural framing and/or supports are installed. Coordinate operations fully with other trades.
4. Be ready at any time to promptly provide, add to, or strengthen temporary shoring, bracing, or support for existing work, in case existing construction begins to show signs of structural stress.

3.5 WORKMANSHIP STANDARDS FOR ALTERATION AND REMOVAL WORK

- A. Cut, remove, alter, temporarily remove and replace, or relocate existing work as required for performance of the work. Perform such work required with due care, including shoring and bracing.
- B. Coordinate patching involving the various trades whether or not specifically mentioned in the respective specification Sections.
- C. Materials or items demolished and not designated to become the property of the City of New York or to be reinstalled shall become the property of the Contractor and shall be removed from the City of New York 's property.
- D. Execute the work in a careful and orderly manner, with the least possible disturbance to the public and to the occupants of the adjacent buildings.
- E. In general, demolish masonry in small sections. Where necessary to prevent collapse of any construction, install temporary shores, struts, or bracing.
- F. Materials to be removed by existing elevators shall be put in enclosed containers.
- G. Where existing equipment and/or fixtures are indicated to be reused, repair such equipment and/or fixtures and refinish to put in perfect working order. Refinish as directed.
- H. Cut out embedded anchorage and attachment items as required to properly provide for patching and repair of the respective finishes.
- I. Confine cutting of existing roof areas designated to remain to the limits required for the proper installation of the new work. Cut and fold back existing roofing. Cut and remove insulation and related items. Provide temporary weathertight protection as required until new roofing and flashings are installed. Consult the City of New York to ascertain if existing guarantee bonds are in force and execute the work so as not to invalidate such bonds.
- J. Where utilities are removed, relocated or abandoned, cap, valve, plug, or by-pass to make complete and working installation.

- K. Restore existing pipe and duct coverings damaged by work under this Contract to original undamaged condition.
- L. Immediately restore to service and repair any damage caused by Contractor's workmen to existing pipe and conduits, wires, cables, etc., of utility services or of fire protection systems and communications systems which are not scheduled for discontinuance or abandonment.
- M. Upon completion of contract, deliver work complete. Damage that may be caused by Contractor or Contractor's workmen to existing structures designated to remain, grounds, and utilities shall be repaired by Contractor and left in as good condition as existed prior to damaging.
- N. Restore finish work of floors, walls, and ceilings remaining in place but damaged or defaced because of demolition or alteration work to condition equal that which existed at beginning of work under this Contract.
- O. Where alteration or removals expose damaged or unfinished surfaces or materials, refinish such surfaces or materials, or remove them and provide new or salvaged materials to make continuous surfaces uniform.
- P. Perform new work and restore and refinish existing work in conformance with applicable requirements of the specifications, except as follows:
 - 1. Materials for use in repair of existing surfaces, but not otherwise specified, shall conform to the highest standards of the trade involved, and be in accordance with approved industry standards, and shall be as required to match existing surfaces.
 - 2. Workmanship for repair of existing materials shall, unless otherwise specified, be equal to similar workmanship existing in or adjacent to the space where the work is being done.
 - 3. Installation of salvaged items where no similar items exist shall be done in accordance with the highest standards of the trade involved and in accordance with approved shop drawings.
- Q. Materials or items designated to become the property of the City of New York shall be as shown on the drawings. Remove such items with care and store them in a location at the site to be designated by the City of New York.
- R. Materials or items designated to be reinstalled shall be as shown on the drawings. Remove such items with care under the supervision of the trade responsible for reinstallation; protect and store until required. Replace materials or items damaged in their removal with similar new material.
- S. The existing building shall not be used as a work shop. Neither shall the furnishings or equipment in any room be used as work benches. Should any damage occur during the progress of the work to any furniture, fixtures, equipment, or appurtenances therein,

such damage shall be repaired, replaced or made good by the Contractor without extra cost to the City of New York.

- T. Where removing existing floor finish and base, remove all adhesive and leave floors and walls smooth and flush, ready to receive new finish.
- U. Finish new and adjacent existing surfaces as specified for new work. Clean existing surfaces of dirt, grease and loose paint before refinishing.

3.6 DISPOSAL OF DEMOLISHED MATERIALS

A. General

1. Remove from the site debris, rubbish and other materials resulting from work of this Section.
2. Burning of removed materials from demolished structures will not be permitted on the site.

- B. Removal: Transport materials removed from demolished structures and legally dispose of off site. Pay any and all fees associated with disposal work. Leave the site in an orderly condition to the approval of the Commissioner.

3.7 CLEANING UP

- A. Remove debris as the work progresses. Maintain existing premises in a neat and clean condition.

END OF SECTION

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 1 OF RCNY AND NEW YORK STATE DEPARTMENT OF LABOR INDUSTRIAL CODE RULE 56 CITED AS 12 NYCRR, PART 56 WHICHEVER IS MORE STRINGENT AS PER LATEST AMENDMENTS TO THESE LAWS AND AS MODIFIED HEREIN BY THESE SPECIFICATIONS.
- D. ALL DISPOSAL OF ASBESTOS CONTAMINATED MATERIAL SHALL BE PER LOCAL LAW 70/85.
- E. THE ASBESTOS ABATEMENT CONTRACTOR'S ATTENTION IS DIRECTED TO THE FACT THAT CERTAIN METHODS OF ASBESTOS ABATEMENT ARE PROTECTED BY PATENTS. TO DATE, PATENTS HAVE BEEN ISSUED WITH RESPECT TO "NEGATIVE PRESSURE ENCLOSURE" OR "NEGATIVE-AIR" OR "REDUCED PRESSURE" AND "GLOVE BAG".
- F. THE ASBESTOS ABATEMENT CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR AND SHALL HOLD THE DEPARTMENT OF DESIGN AND CONSTRUCTION AND THE CITY HARMLESS FROM ANY AND ALL DAMAGES, LOSSES AND EXPENSES RESULTING FROM ANY INFRINGEMENT BY THE ASBESTOS ABATEMENT CONTRACTOR OF ANY PATENT, INCLUDING BUT NOT LIMITED TO THE PATENTS DESCRIBED ABOVE, USED BY THE ASBESTOS ABATEMENT CONTRACTOR DURING PERFORMANCE OF THIS AGREEMENT.
- G. "Asbestos" shall mean any hydrated mineral silicate separable into commercially usable fibers, including but not limited to chrysotile (serpentine), amosite (cumingtonite-grunerite), crocidolite (riebeckite), tremolite, anthrophyllite and actinolite.

- H. Prior to starting, the Asbestos abatement contractor must notify the Commissioner of the Department of Design and Construction if he/she anticipates any difficulty in performing the Work as required by these Specifications. The Asbestos abatement contractor is responsible to prepare and submit all filings, notifications, etc. required by all City, State and Federal regulatory agencies having jurisdiction.

The Asbestos abatement contractor is responsible for submitting the Asbestos Project Notification Form (ACP-7 Form) to the Department of Environmental Protection, Asbestos Control Program, as per Title 15, Chapter I of RCNY and to the NYSDOL as per Industrial Code Rule 56.

The Asbestos abatement contractor is responsible for preparing, and submitting Asbestos Variance Application (ACP-9). If a Variance is required, the Asbestos abatement contractor is responsible to retain a NYSDOL Asbestos Project Designer, as defined in Title 15, Chapter 1 of the RCNY to prepare and submit the required variance.

The General contractor is responsible for preparing and submitting an Asbestos Abatement Permit and/or Work Place Safety Plans (WPSP) that may be required for the completion of the Contract or incidental work. If such plans are required, the Asbestos abatement contractor is responsible to retain a NYSDOL Licensed Design Professional as defined in Title 15, Chapter 1 of the RCNY to prepare and submit the required plans.

The Asbestos abatement contractor is responsible for the submission of all required documents to the NYCDEP to acquire the appropriate Asbestos Project Conditional Closeout (ACP-20) and/or Asbestos Project Completion Forms (ACP-21) on a timely basis for the completion of the incidental work encountered under this contract.

The Asbestos abatement contractor will be required to attend an on-site job meeting with the Construction Project Manager prior to the start of work to examine conditions and plan the sequence of operations, etc.

The Asbestos abatement contractor shall have a NYSDOL/NYCDEP Asbestos Supervisor onsite to oversee the work and conduct a final visual inspection as required by both Title 15, Chapter 1 of the RCNY and NYSDOL Industrial Code Rule 56.

- I. All work shall be done during regular working hours unless the Asbestos abatement contractor requests authorization to work in other than regular working hours and such authorization is granted by the Commissioner. (Regular work hours are those hours during which any given facility, in which work is to be done, is customarily open and functioning, normally between the hours of 8:00 A.M. and 4:00 P.M. Monday - Friday.) If such work schedule is authorized by the Commissioner, the work shall be done at no additional cost to the City.

- J. The Commissioner may order that work be done in other than regular working hours as herein by defined and this order may require the Asbestos abatement contractor to pay premium or overtime wages to complete the work. If the Commissioner orders work in other than regular working hours, the Asbestos abatement contractor shall multiply the unit price for that portion of the work requiring premium wages by 1.50 when computing payment in accordance with Paragraph 1.09. All requests for premium payment must be supported by certified payroll sheets and field sheets approved by the Construction Project Manager.

1.02 QUALIFICATIONS OF ASBESTOS ABATEMENT CONTRACTOR

- A. Requirements: The asbestos abatement contractor must demonstrate compliance with the special experience requirements set forth in subparagraphs (1) through (5) below. The asbestos abatement contractor must, submit documentation demonstrating compliance with all listed requirements. Such documentation shall include without limitation, all required licenses, certificates, and documentation.
1. The asbestos abatement contractor must, whether an individual, corporation, partnership, joint venture or other legal entity, must demonstrate for the three year period prior to the work, that it has been licensed by the New York State Department of Labor, as an "Asbestos abatement contractor".
 2. The asbestos abatement contractor must, for the three year period prior to the work, have been in the business of providing asbestos abatement services as a routine part of its daily operations.
 3. The asbestos abatement contractor proposing to do asbestos abatement work must be thoroughly experienced in such work and must provide evidence of having successfully performed and completed in a timely fashion at least five (5) asbestos abatement projects of similar size and complexity. The aggregate cost of these projects must be at least \$250,000.00 in each of the three years.
 4. For each project submitted to meet the experience requirements set forth above, the asbestos abatement contractor must submit the following information for the project; name and location of the project; name title and telephone number of the owner or the owner's representative who is familiar with the asbestos abatement contractor's work, brief description of the work completed as a prime or sub-asbestos abatement contractor; amount of contract or subcontract and the date of completion.
 5. The asbestos abatement contractor must demonstrate that it has the financial resources, supervisory personnel and equipment necessary to carry out the work and to comply with the required performance schedule, taking into consideration other business commitments. The asbestos

abatement contractor must submit such documentation as may be required by the Department of Design and Construction to demonstrate that it has the requisite capacity to perform the required services of this contract.

- B. Insurance Requirements: The asbestos abatement contractor must provide asbestos liability insurance in the following amount: 1 million dollars per occurrence, 2 million dollars aggregate (combined single limit). The City of New York shall be named as an additional insured on such insurance policy.
- C. Throughout the specifications, reference is made to codes and standards which establish qualities and types of workmanship and materials, and which establish methods for testing and reporting on the pertinent characteristics thereof.

1.03 ASBESTOS ABATEMENT CONTRACTOR RESPONSIBILITIES

The Asbestos abatement contractor will visit the subject location within one (1) working day of notification to ascertain actual work required. If the project is identified as being "urgent", then work shall commence no later than 48 hours from the time of notification. In this event, the asbestos abatement contractor shall immediately notify when applicable EPA NESHAPS Coordinator, NYSDOL Asbestos Control Bureau and NYCDEP Asbestos Control Program of start of the work and file the necessary Asbestos Notifications and any applicable Variance Applications with the regulatory agencies cited above.

In the event that the project is not classified as "urgent" the Asbestos abatement contractor shall notify the EPA NESHAPS Coordinator, NYSDOL and NYCDEP by submitting the requisite asbestos project notification forms, postmarked 10 days before activity begins if 260 linear feet or more and/or 160 square feet or more of asbestos containing material will be disturbed.

The following information must be included in the notification:

- A. Name and address of building City or operator;
- B. Project description:
 - 1. Size - square feet, number of linear feet, etc;
 - 2. Age - date of construction and renovations (if known);
 - 3. Use - i.e., office, school, industrial, etc.
 - 4. Scope - repair, demolition, cleaning, etc.
- C. Amount of asbestos involved in work and an explanation of techniques used to determine the amount;

- D. Building location/address, including Block and Lot numbers;
- E. Work schedule including the starting and completion dates;
- F. Abatement methods to be employed;
- G. Procedures for removal of asbestos-containing material;
- H. Name, title and authority of governmental representative sponsoring project.

1.04 WORK INCLUDED IN UNIT PRICE

The Asbestos abatement contractor will be paid a basic unit price of **\$25.00** per square feet for the removal and disposal of asbestos containing material and replacement of the same with non-asbestos containing materials.

Unit price shall include all costs necessary to do the work of this Contract, including but not limited to: labor, materials, equipment, utilities, disposal, insurance, overhead and profit.

1.05 AIR MONITORING – ASBESTOS ABATEMENT CONTRACTOR

- A. "Air Sampling" shall mean the process of measuring the fiber content of a known volume of air collected during a specific period of time. The procedure utilized for asbestos follows the NIOSH Standard Analytical Method 7400 or the provisional transmission electron microscopy methods developed by the USEPA and/or National Institute of Standard and Technology which are utilized for lower detectability and specific fiber identification.
- B. Air monitoring of Asbestos abatement contractor's personnel will be performed in conformance with OSHA requirements, (All costs associated with this work are deemed included in the unit price.).
- C. Qualifications of Testing Laboratory:

The industrial hygiene laboratory shall be a current proficient participant in the American Industrial Hygiene Association (AIHA) PAT Program. The laboratory identification number shall be submitted and approved by the City. The laboratory shall be accredited by the AIHA and New York State Department of Health Environmental Laboratory Approval Program (ELAP).

Note: Work area air testing and analysis before, during and upon completion of work (clearance testing) will be performed by a Third Party Air Monitor under separate Contract with the City.

1.06 THIRD PARTY MONITORING AND LABORATORY

GENERAL CONTRACTOR WORK ALLOWANCE FOR INCIDENTAL ASBESTOS ABATEMENT

- A. The NYCDDC, at its own expense, will employ the services of an independent Third Party Air Monitoring Firm and Laboratory. The Third Party Air Monitor will perform air sampling activities and project monitoring at the Work Site.
- B. The Laboratory will perform analysis of air samples utilizing Phase Contrast Microscopy (PCM) and/or Transmission Electron Microscopy (TEM).
- C. The Third Party Air Monitoring Firm and the designated Project Monitor shall have access to all areas of the asbestos removal project at all times and shall continuously inspect and monitor the performance of the Asbestos abatement contractor to verify that said performance complies with this Specification. The Third-Party Air Monitor shall be on site throughout the entire abatement operation.
- D. The NYCDDC will be responsible for costs incurred with the Third Party Air Monitoring Firm and laboratory work. Any subsequent additional testing required due to limits exceeded during initial testing shall be paid for by the Asbestos abatement contractor.

1.07 PAYMENT REQUEST DOCUMENTATION

- B. The following information shall be included for each payment request:
 - 1. Description of work performed.
 - 2. Linear footage and pipe sizes involved.
 - 3. Square footage for boiler & breaching insulation removed.
 - 4. Square footage of non pipe and boiler areas removed, patched, enclosed, sealed, or painted.
 - 5. Square footage of encapsulation, sealing, patching, and painting involved.
 - 6. Total cost associated with compliance with the assigned task.
 - 7. Architectural, Electrical, HVAC, Plumbing, etc. work incidental to the Asbestos Abatement Work.
 - 8. A certified copy (in form 4312-39) to the Comptroller or Financial Officer of the New York City to the effect that the financial statement is true.
 - 9. A signed copy (in form 6506q-6) of certificate of compliance with non-discriminatory provisions of the Contract.
 - 10. Attach a copy of valid workmen compensation insurance.

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11. Valid asbestos insurance per occurrence.
 12. General liability insurance when required.
- C. Each payment request shall include a grand total for all work completed that billing period, the landfill waste manifests and a copy of waste transporter permit. The Department of Design and Construction will inspect the work performed, review the cost and approve or disapprove requests for payment.
- D. EXPOSURE LOG: With this final payment, the Asbestos abatement contractor shall submit a listing of the names and social security numbers of all employees actively engaged in the abatement work of this Contract. This list shall include a summary showing each part of the abatement work in which the employee was engaged and the dates thereof.

1.08 QUANTITY CALCULATIONS

In order to determine the square footage involved for the various pipe sizes of pipe insulation that might be encountered, the following table is to be used.

<u>PIPE INSULATION SIZE O.D.</u>	<u>PIPE SIZE O.D.</u>	<u>SQUARE FOOTAGE PER LINEAR FOOT</u>
2-1/2"	1/2"	0.65
2-3/4"	3/4"	0.72
3"	1"	0.79
3-1/4"	1-1/4"	0.85
3-1/2"	1-1/2"	0.92
4"	2"	1.05
4-1/2"	2-1/2"	1.18
5"	3"	1.31
6"	3-1/4"	1.57
7"	3-1/2"	1.83
8"	4"	2.09
9"	5"	2.36
10"	6"	2.62
12"	8"	3.14
14"	10"	3.67
16"	12"	4.19
18"	14"	4.71

1.09 METHOD OF PAYMENT

Payment shall be made in accordance with Items A through R below. Payment shall be calculated based on the actual quantity of the item performed by the asbestos abatement contractor, times the unit price specified below. Credits may apply to certain times, as specified below.

- A. REMOVAL, DISPOSAL AND REPLACEMENT OF ASBESTOS CONTAINING PIPE INSULATION:** Actual linear footage, multiplied by the square footage factor listed for the respective pipe size in Section 1.09, multiplied by the unit price in Section 1.05.

EXAMPLE: 100 lin.ft. of 1/2" pipe and 100 lin.ft. of 6" pipe, including elbows, tees. Flanges, etc.

$$100 \times 0.65 = 65 \text{ sq.ft.} \quad 65 \times \text{unit price} = \text{Payment}$$

$$100 \times 2.62 = 262 \text{ sq.ft.} \quad 262 \times \text{unit price} = \text{Payment}$$

- 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)

$$1000 \text{ S.F.} \times (1.5) \times \text{the Unit Price} = \text{Payment}$$

- C. REMOVAL, DISPOSAL AND REPLACEMENT OF TANK INSULATION:** (all types including removal/replacement of metal jacketing) Payment shall be made at 1.5 times the unit price per square foot.
- D. REMOVAL, DISPOSAL AND REPLACEMENT OF BOILER UPTAKE, & BREACHING INSULATION:** (all types including stiffening angles and wire lath) Payment shall be made at 2.0 times the unit price per square foot.
- E. REMOVAL, DISPOSAL AND REPLACEMENT OF DUCT INSULATION:** Payment shall be made at 1.0 times the unit price per square foot.
- F. REMOVAL, DISPOSAL AND REPLACEMENT OF SOFT ASBESTOS CONTAINING MATERIAL:** (Including sprayed-on fire proofing and sound proofing) Payment shall be made at 1.0 times the unit price per square foot of surface area. Area of irregular surfaces must be calculated and confirmed with DDC representative.
- G. ACOUSTIC PLASTER REPAIR AND/OR ENCAPSULATION:** Payment shall be made at 0.5 times the unit price per square foot.

GENERAL CONTRACTOR WORK ALLOWANCE FOR INCIDENTAL ASBESTOS ABATEMENT

- H. **PATCHING OR REPAIR** of items listed in A through F will be paid at 0.33 times the unit price per square foot.
- I. **REMOVAL, DISPOSAL AND REPLACEMENT OF WATERPROOFING ASBESTOS CONTAINING MATERIAL:** (including friable and non-friable waterproofing material from interior and exterior walls, floors, foundations, penetrations, louvers, vents and openings other than windows, doors and skylights) Payment shall be made at 0.5 times the unit price per square foot.
- J. **REMOVAL, DISPOSAL AND REPLACEMENT OF ASBESTOS CONTAINING ELECTRICAL WIRING INSULATION:** (including friable and non-friable wiring insulation) Payment shall be made at 0.33 times the unit price per square foot.
- K. **PAINTING:** Payment shall be made at 0.05 times the unit price per square foot.
- L. **REMOVAL AND DISPOSAL OF ASBESTOS-CONTAINING PLASTER:** from ceilings and walls, including any wire lath and disposal as asbestos containing waste. Payment shall be made at 0.80 times the unit price per square foot.
- M. **REMOVAL AND DISPOSAL OF ASBESTOS-CONTAINING FLOOR TILES, CEILING TILES, TRANSITE PANELS:** (including any adhesive, glue, mastic and/or underlayment) and disposal as asbestos containing waste. Payment shall be made at 0.40 times the unit price per square foot. If multiple layers are discovered, each additional layer shall be paid at 0.20 times the unit price per square foot.
- N. **ADDITIONAL CLEAN UP/HOUSEKEEPING OF WORK AREA:** (excluding pre-cleaning of work area required by regulations) HEPA vacuuming and wet cleaning of asbestos contaminated surface. Payment shall be made at 0.20 times the unit price per square foot. When GLOVE BAG is employed to remove ACM, cost of HEPA vacuuming and wet cleaning of floor area up to 3 feet on each side of glove-bag shall be included in unit price and no extra payment will be made.
- O. **REMOVAL, DISPOSAL OF ASBESTOS-CONTAINING ROOFING MATERIAL:** including mastic, flashing and sealant compound and provide temporary asbestos-free roof covering consisting of one layer of rolled roofing paper sealed with asphaltic roofing compound. Payment shall be made at 0.8 times the unit price per square foot. Credit at a rate of 0.33 times the unit price will be taken for each square foot of temporary roof covering which the Asbestos abatement contractor is directed not to install.
- P. **PICK-UP AND DISPOSAL OF GROSS DEBRIS:** (excluding any waste generated from abatement under Item A-R) at a rate of \$150 per cubic yard for asbestos contaminated waste and \$75 per cubic yard for non-asbestos

contaminated waste. This cost includes all labor and material cost associated with work.

- Q. **REMOVAL OF ASBESTOS-CONTAINING BRICK, BLOCK, MORTAR, CEMENT OR CONCRETE:** along with all surfacing materials including wire lath and/or other supporting structures and disposal as ACM waste. Payment shall be made at a rate of \$25.00 per cubic foot of material removed.
- R. **REMOVAL AND DISPOSAL OF ASBESTOS CONTAINING WINDOW/DOOR CAULKING:** including friable and non-friable caulking, weather-stripping, glazing, sealants or other waterproofing materials applied to windows, doors, skylights, etc. Payment shall be made at the rate of \$400.00 per opening regardless of size or configuration. This cost includes labor, consumable materials, set-up/breakdown, removal and disposal, as required.

Note 1: CREDIT: For items listed in A through F, a credit at a rate of 0.33 times the unit price, times the respective multiplier (for each item) will be taken for each square foot of insulation which the asbestos abatement contractor is not directed to reapply.

Note 2: MINIMUM PAYMENT: The minimum payment per call at any individual job sites or various job sites during the same day will be eight hundred dollars (\$800.00).

Note 3: All payments shall be made as described in paragraph 1.09 herein.

Note 4: WORKING HIGHER THAN 12 FEET ABOVE FLOOR LEVEL OR WORK REQUIRING COMPLEX SCAFFOLDING OR CONSTRUCTION WORK PLATFORMS: Provisions are made in this Contract to compensate the Asbestos abatement contractor for work performed in locations that are difficult to access due to work at elevations that are significantly higher than the normal work level. The unit price for these items will be paid at 1.20 times the unit price described in Paragraphs 1.09, A through R for those portions of the work that are more than twelve (12) feet above the grade for that would be judged as the normal working level.

1.10 GUARANTEE

- A. Work performed in compliance with each task shall be guaranteed for a period of one year from the date the completed work is accepted by the Department of Design and Construction.
- B. The Commissioner of The Department of Design and Construction will notify the Asbestos abatement contractor in writing regarding defects in work under the guarantee.

1.11 OCCUPANCY OF SITE NOT EXCLUSIVE

Attention is specifically drawn to the fact that contractors, performing the work of other Contracts, may be brought upon any of the work sites of this Contract. Therefore, the

Asbestos abatement contractor shall not have exclusive rights to any site of his work and shall fully cooperate and coordinate his work with the work of other contractors who may be brought upon any site of the work of this Contract. This paragraph applies to those areas outside the regulated Work Area as defined by Title 15, Chapter I of RCNY.

1.12 SUBMITTALS

A. Pre-Construction Submittals:

1. Attend a pre-construction meeting scheduled by the City of New York Department of Design and Construction. This meeting shall also be attended by a designated representative of the City of New York third party air monitoring firm, facility manager and the Construction Project Manager. At this meeting, the Asbestos abatement contractor shall present three copies of the following items:
 - a. Asbestos abatement contractor's scope of work, work plan and schedule.
 - b. Asbestos project notifications, approved variances and plans to Government Agencies.
 - c. Copies of Permits, clearance and licenses if required.
 - d. Schedules: the Asbestos abatement contractor shall provide to the Construction Project Manager a copy of the following schedules for approval. Once approved, schedules shall be maintained and updated as received. Asbestos abatement contractor shall post a copy of all schedules at the site:
 - (1) A construction schedule stating critical dates of the project including, but not limited to, mobilization, Work Area preparation, demolition, gross removal, fine cleaning, encapsulation, inspections, clearance monitoring, and phase of refinishing and final inspections. The schedule shall be updated biweekly, at a minimum.
 - (2) A schedule of staffing stating number of workers per shift per activity, name and number of supervisor(s) per shift, shifts per day, and total days to be worked.
 - (3) Submit all changes in schedule or staffing to the Construction Project Manager prior to implementation.

- e. Written description of emergency procedures to be followed in case of injury or fire. This section must include evacuation procedures, source of medical assistance (name and telephone number to nearest hospital) and procedures to be used for access by medical personnel (examples: first aid squad and physician). NOTE: Necessary Emergency Procedures Shall Take Priority Over All Other Requirements of These Specifications.
- f. Material Safety Data Sheets (MSDS) for encapsulants, sealants, firestopping foam, cleaners/disinfectants, spray adhesive and any and all potentially hazardous materials that may be employed on the project. No work involving the aforementioned will be allowed to proceed until MSDS are reviewed.
- g. Worker Training and Medical Surveillance: The Asbestos abatement contractor shall submit a list of the persons who will be employed by him /her to perform the removal work. Present evidence that workers have received proper training required by the regulations and the medical examinations required by OSHA 29 CFR 1926.1101.
- h. Logs: Specimen copies of daily progress log, visitor's log, and disposal log.
 - (1) The Asbestos abatement contractor shall provide a permanently bound log book of minimum 8-1/2" x 11" size at the entrance to the Worker and Waste Decontamination enclosure system as hereinafter specified. Log book shall contain on title page the project name, name, address and phone number of the Asbestos abatement contractor; name, address and phone number of Asbestos abatement contractor and City's third party air monitoring firm; emergency numbers including, but not limited to local Fire/Rescue Department. Log book shall contain a list of personnel approved for entry into the Work Area.
 - (2) All entries into the log shall be made in non-washable, permanent ink and such pen shall be strung to or otherwise attached to the log to prevent removal from the log-in area. Under no circumstances shall pencil entries be permitted. Any significant events occurring during the abatement project shall be entered into the log. Upon completion of the job, the Asbestos abatement contractor shall submit the logbook containing a day-to-day record of personnel log entries countersigned by the Construction Project Manager every day.

GENERAL CONTRACTOR WORK ALLOWANCE FOR INCIDENTAL ASBESTOS ABATEMENT

- i. Worker's Acknowledgments: Submit statements signed by each employee that the employee has received training in the proper handling of ACM, understands the health implications and risks involved; and understands the use and limitations of the respiratory equipment to be used.

B. During Construction Submittals:

1. Security and safety logs showing names of person entering workspace, date and time of entry and exit, record of any accident, emergency evacuation, and any other safety and/or health incident.
2. Progress logs showing the number of workers, supervisors, hours of work and tasks completed shall be submitted daily to the Construction Project Manager.
3. Floor plans indicating Asbestos abatement contractor's current work progress shall be submitted for review by the Construction Project Manager.
4. All Asbestos abatement contractors' air monitoring and inspection results.

C. Project Closeout Submittals:

Upon completion of the project and as a condition of acceptance, the Asbestos abatement contractor shall present two copies of the following items, bound and indexed:

1. Lien Waivers from Asbestos abatement contractor, Sub-Asbestos abatement contractors and Suppliers,
2. Daily OSHA air monitoring results,
3. All Waste Manifests (Asbestos and Construction Debris), seals and disposal logs,
4. Field Sign-In/Sign-Out Logs for every shift,
5. Copies of all Building Department Forms and Permits,
6. A Letter of Compliance stating that all the work on this project was performed in accordance with the Specifications and all applicable Federal, State and Local regulations,
7. All Warranties as stated in the Specifications,
 - a. Fully executed disposal certificates and transportation manifest.

8. Project Record: The Asbestos abatement contractor shall maintain a project record for all small and large asbestos projects. During the project, the project record shall be kept on site at all times. Upon completion of the project, the project record shall be maintained by the building owner. The project record shall be submitted to DDC as part of the close out documents. The project record shall consist of:
 - a. Copies of licenses of all asbestos abatement contractors involved in the project;
 - b. Copies of NYCDEP and NYSDOL supervisor and handler certificates for all workers engaged in the project;
 - c. Copies of all project notifications and reports filed with NYCDEP, NYSDOL and USEPA for the project, with any amendments or variances;
 - d. Copies of all asbestos abatement permits, including associated approved plans and work place safety plan;
 - e. A copy of the air sampling log and all air sampling results;
 - f. A copy of the abatement asbestos abatement contractor's daily log book;
 - g. Copies of all asbestos waste manifests;
 - h. A copy of all Project Monitor's Reports (ACP-15).
 - i. A copy of each ATR-1 Form completed for the asbestos project (if required).
 - j. A copy of each Asbestos Project Conditional Closeout Report (ACP-20) if required.
 - k. A copy of the Asbestos Project Completion Form (ACP-21).

1.13 PROTECTION OF FURNITURE AND EQUIPMENT

Cover all furniture and equipment that cannot be removed from Work Areas. Movable furniture and equipment will be removed from Work Areas by the Asbestos abatement contractor prior to start of work. At the conclusion of the work (after final air testing), the Asbestos abatement contractor will remove all plastic covering on walls, floors, furniture, equipment and reinstall furniture and equipment. He shall remove and store all sheaths, curtains and drapes, and reinstall same following final clean up.

1.14 UTILITIES

A. General:

All temporary facilities shall be subject to the approval of the Commissioner. Prior to starting work at any site, locations and/or sketches (if required) of temporary facilities must be submitted to the Construction Project Manager for the required approval.

B. Water:

The Department of Design and Construction will furnish all water needed for construction, at no cost to the Asbestos abatement contractor in buildings under their jurisdiction. However, it is the responsibility of the Asbestos abatement contractor to ensure that hot water is provided for showering in the decontamination unit. The Asbestos abatement contractor shall furnish, install and maintain any needed equipment to meet these requirements at his own expense.

C. Electricity:

The Department of Design and Construction will furnish all electricity needed for construction, at no cost to the Asbestos abatement contractor in a building, under their jurisdiction. The Asbestos abatement contractor is responsible for routing the electric power to the abatement Work Area.

All temporary lighting and temporary electrical service for Work Area shall be in weatherproof enclosures and be ground fault protected.

D. In leased spaces, arrangements for water supplies and electricity must be made with the landlord. However, all such arrangements must be made through and are subject to approval of the Department of Design and Construction. Utilities will be provided at no cost to the Asbestos abatement contractor. However, it is the Asbestos abatement contractor's (or the General contractor's) responsibility to furnish and install a suitable distribution system to the Work Area. This system will be provided at no cost to the City.

1.15 FEES

The Asbestos abatement contractor shall be responsible for any and all fees or charges imposed by Local, State or Federal Law, Rule and Regulation applicable to the work specified herein, including fees or charges which may be imposed subsequent to the date of the Bid opening.

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SECTION 028213

ASBESTOS ABATEMENT

PART 1 – GENERAL

1.01 DESCRIPTION

- A. The Contract Documents are as defined in the “Agreement”. The General Conditions shall apply to all Work of this Section.
- B. Work specified herein shall be the removal and disposal of Asbestos-Containing Materials (ACM) and asbestos-contaminated materials from designated areas of the Bronx Council on the Arts, located at 2700 East Tremont Avenue, Bronx, New York, 10461.
- C. The following documents were reviewed and utilized to generate this abatement design specification which serves to locate and quantify the amount of ACM, and asbestos contaminated material, to be abated in support of this project.
 - 1. Set of drawings titled “DDC Bronx Council on the Arts”, dated 08/12/13, prepared by LTL Architecture;
 - 2. Asbestos Survey Report performed by Louis Berger and Associates P.C. (LBA) dated 8/23/13.
- D. The phasing and scheduling of work for this project shall be coordinated with and approved by the Construction Project Manager and Facility Manager. The Construction Project Manager and Facility Manager will make the final determination on all issues under this Contract covered by this Specification.

1.02 SCOPE OF WORK

- A. The asbestos abatement contractor is to provide all labor, materials, equipment, services, testing, appurtenances, permits and agreements necessary to perform the work required for the abatement of ACM as required by these contract documents. All work shall be performed in accordance with this Specification, EPA regulations, OSHA regulations, New York City Local Law 70, Title 15, Chapter 1 RCNY, New York State Industrial Code 56, NIOSH recommendations, and any other applicable federal, state or local government regulations. Whenever there is a conflict or overlap of the above references, the most stringent provisions are applicable.
- B. The intent of this Specification section is to ensure that the asbestos abatement contractor is responsible for the following:
 - 1. Abatement of all ACM.

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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 aircell pipe insulation, 12"x12" floor tile & mastic, tar on fiberglass duct insulation, ceramic baseboard mortar, parapet base flashing, eave flashing, drain flashing, railing support flashing, pitch pocket tar, exhaust vent/hatch door flashing, parapet waterproofing coating, tar on metal flashing, tar on terracotta coping and terracotta coping caulking.
 5. Provide all scaffolding, platform installation, equipment, tools, transportation and any other equipment required and/or necessary to complete all work described in the Contract Documents.
 6. The Asbestos abatement contractor shall be responsible for and shall include any and all fees or changes imposed by Local, State or Federal Law, Rule or Regulation applicable to the work specified herein, including fees or charges which may be imposed subsequent to the work.
 7. Prior to destructive demolition activities, the DDC may elect to collect bulk samples of assumed asbestos-containing materials and analyze the bulk samples for asbestos content.
- C. The Asbestos abatement contractor shall perform the following work as described below and indicated on the drawings. The drawings are only a diagrammatic representation of the Work Areas and do not constitute the actual quantities of material. Asbestos abatement contractor is responsible for the confirmation of the actual total quantities of the Work.

1. **Drawing H-002: Cellar Floor Plan**

- a. Remove and dispose of aircell pipe insulation, tar on fiberglass duct insulation and 12"x12" floor tile, brown & associated mastic within **Work Area 1**. Asbestos-containing aircell pipe insulation shall be removed utilizing NYCDEP Title 15, Chapter 1, § 1-105 Tent and Glove-bag Procedures. Asbestos-containing Tar on fiberglass duct insulation shall be removed utilizing NYCDEP Title 15, Chapter 1, § 1-106 Tent Containment Procedures. Asbestos-containing 12"x12" floor tile, brown & associated mastic shall be removed utilizing NYCDEP Title 15, Chapter 1, § 1-108 Procedures for Foam/Viscous Liquid Use in Flooring Removal. In areas where VAT is to be removed, the contractor shall be responsible to remove all layers of floor tile and associated mastic to the substrate surface. Multiple layers of floor tile will not be cause for additional compensation to

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the contractor. All layers of VAT and its associated mastics as well as any plywood and/ or particle board in-between layers shall be disposed of as asbestos contaminated waste.

Work Area	Removal Procedure	Approximate Square Feet (Sq. Ft.)	Approximate Linear Feet (Ln. Ft.)
1	NYCDEP Section § 1-105 Tent and Glove-bag Procedures	-	600 Ln. Ft. of Aircell Pipe insulation, Gray
	NYCDEP Section § 1-106 Tent Containment Procedures	50 Sq. Ft. of Tar on Fiberglass Duct Insulation, Black	-
	NYCDEP Section § 1-108 Foam/Viscous Liquid Use in Flooring Removal	175 Sq. Ft. of 12"x12" Floor Tiles, Brown & Associated Mastic	-

2. Drawing H-003: Ground Floor Plan

- a. Remove and dispose of 12"x12" floor tile, brown (bottom layer) & associated mastic and 12"x12" floor tile, beige (top layer) & associated mastic within **Work Area 2**. Asbestos-containing 12"x12" floor tile, brown (bottom layer) & associated mastic and contaminated 12"x12" floor tile, beige (top layer) & associated mastic and carpet tiles shall be removed utilizing NYCDEP Title 15, Chapter 1, § 1-108 Procedures for Foam/Viscous Liquid Use in Flooring Removal. In areas where VAT is to be removed, the contractor shall be responsible to remove all layers of floor tile and associated mastic to the substrate surface. Multiple layers of floor tile will not be cause for additional compensation to the contractor. All layers of VAT and its associated mastics as well as any plywood and/ or particle board in-between layers shall be disposed of as asbestos contaminated waste.

- b. Remove and dispose of 12"x12" floor tile, red & gray within **Work Area 3**. Asbestos-containing 12"x12" floor tile, red & gray & associated mastic and contaminated carpet tiles shall be removed utilizing NYCDEP Title 15, Chapter 1, § 1-108 Procedures for Foam/Viscous Liquid Use in Flooring Removal. In areas where VAT is to be removed, the contractor shall be responsible to remove all layers of floor tile and associated mastic to the substrate surface. Multiple layers of floor tile will not be cause for additional compensation to the contractor. All layers of VAT and its associated

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mastics as well as any plywood and/ or particle board in-between layers shall be disposed of as asbestos contaminated waste.

- c. Remove and dispose of ceramic baseboard mortar within **Work Area 4**. Asbestos-containing ceramic baseboard mortar 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.)
2	NYCDEP Section § 1-108 Foam/Viscous Liquid Use in Flooring Removal	150 Sq. Ft. of 12"x12" Floor Tiles, Brown (Bottom Layer) & Associated Mastic and Contaminated 12"x12" Floor Tile, Beige (Top Layer) & Associated Mastic	—
		600 Sq. Ft. of 12"x12" Floor Tiles, Brown (Bottom Layer) & Associated Mastic and Contaminated Carpet Tiles	—
3	NYCDEP Section § 1-108 Foam/Viscous Liquid Use in Flooring Removal	100 Sq. Ft. of 12"x12" Floor Tiles, Red / Gray & Associated Mastic and Contaminated Carpet Tiles	—
4	NYCDEP Section § 1-106 Tent Containment Procedures	12 Sq. Ft. of Ceramic Baseboard Mortar, Gray	—

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3. Drawing H-004: Mezzanine Floor Plan

- a. Remove and dispose of ceramic baseboard mortar within **Work Area 5**. Asbestos-containing ceramic baseboard mortar 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.)
5	NYCDEP Section § 1-106 Tent Containment Procedures	8 Sq. Ft. of Ceramic Baseboard Mortar, Gray	—

4. Drawing H-005: Roof Plan

- a. Remove and dispose of asbestos-containing parapet base flashing, eave flashing, exhaust vent/hatch door flashing, drain flashing, railing support flashing, pitch pocket tar, tar on metal flashing, tar on terracotta coping, parapet waterproofing coating, terracotta coping caulking, and terracotta coping caulking within **Work Area 6**. Asbestos-containing parapet base flashing, eave flashing, exhaust vent/hatch door flashing, drain flashing, railing support flashing and pitch pocket tar shall be removed utilizing NYCDEP Title 15, Chapter 1 § 1-107 Foam Procedure for Roof Removal. Asbestos-containing tar on metal flashing, tar on terracotta coping, parapet waterproofing coating, terracotta coping caulking, and terracotta coping caulking shall be removed utilizing NYCDEP Title 15, Chapter 1 § 1-109 Abatement from Vertical Exterior Surfaces. The asbestos abatement contractor shall be responsible for the removal and disposal of all roofing components, including but not limited to roof membrane and roof flashing down to the substrate/deck.

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Work Area	Removal Procedure	Approximate Square Feet (Sq. Ft.)	Approximate Linear Feet (Ln. Ft.)
6	NYCDEP Section § 1-107 Foam Procedure for Roof Removal	250 Sq. Ft. of Parapet Base Flashing, Black	-
		105 Sq. Ft. of Eave Flashing, Black	-
		40 Sq. Ft. of Exhaust Vent/Hatch Door Flashing, Black	-
		25 Sq. Ft. of Drain Flashing, Black; Railing Support Flashing, Black; and Pitch Pocket Tar, Black;	-
	NYC DEP Section § 1-109 Abatement from Vertical Exterior Surfaces	650 Sq. Ft. of Tar on Metal Flashing, Black/Gray; Tar on Terracotta Coping, Black/Gray; and Parapet Waterproofing Coating, Brown/White	-
		5 Sq. Ft. (60 Ln. Ft.) of Terracotta Coping Caulking, Black/Beige; and Terracotta Coping Caulking, Brown	-

- D. The facility is under the jurisdiction of the Bronx Council on the Arts. 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

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Specifications. asbestos abatement contractor shall be required to attend an on-site job meeting with the Construction Project Manager prior to start of work to examine conditions of the site for removal and plan the sequence for removal operations.

- H. The asbestos abatement contractor shall retain a certified Project Designer for the preparation of an Asbestos Variance Application (ACP-9), if required.
- I. The asbestos abatement contractor shall be responsible for preparing and submitting all filings, notifications, amendments and variances, etc. required by all City, State and Federal regulatory agencies having jurisdiction, at no additional cost to the NYC DDC.
- J. The general contractor shall retain a Registered Design Professional (person licensed and registered to practice the professions of architecture or engineering under the Education Law of the State of New York) to prepare a Work Place Safety Plan (WPSP), if required.
- K. The general contractor shall retain a Registered Design Professional (person licensed and registered to practice the professions of architecture or engineering under the Education Law of the State of New York) to perform final inspections required pursuant to Title 28 of the Administrative Code, including but not limited to special inspections required under Chapter 17 of the Building Code. Such special inspections and A-TR1 forms shall be completed by the Registered Design professional.
- L. For coordination with other Asbestos abatement contractors, see the General Conditions governing all Contracts.
- M. Related Asbestos Removal Work Under Other Contracts:
 - 1. Each asbestos abatement contractor shall be responsible for the removal of incidental asbestos not identified in this section and found prior to or during the Work.
 - 2. Incidental asbestos is defined as ACM that is discovered during the course of their work that must be abated to enable them to perform the work of their Contract.
- N. Work Hours:
 - 1. The asbestos abatement contractor shall establish his work schedule in a way that avoids interference or conflict with the normal functioning of the facility. Work in the evenings shall be done at no additional cost to the City.
 - 2. All work shall be done during regular working hours unless the Asbestos abatement contractor requests authorization to work other than regular working hours and such authorization is granted by the Commissioner

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(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.

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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.

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- 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.

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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

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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.

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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.

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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.

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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

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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

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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.

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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.

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78. Phase Contrast Microscopy (PCM): The measurement protocol for the assessment of the fiber content of air. (NIOSH Method 7400).
79. Physician: Person licensed or otherwise authorized under Article 131 Section 65.22 of the New York State Education Law.
80. Plasticize: To cover floors and walls with fire retardant plastic sheeting as herein specified or by using spray plastics as acceptable to the Department.
81. Polarized Light Microscopy (PLM): The measurement protocol for the assessment of the asbestos content of bulk materials. (Interim Method for the Determination of Asbestiform Materials in Bulk Insulation Samples- 40 CFR Part 763, Subpart F, Appendix A as amended on September 1, 1982)
82. Project Designer: A person who holds a valid Project Designer Certificate issued by the New York State Department of Labor.
83. Project Monitor: A person who holds a valid Project Monitor Certificate issued by the New York State Department of Labor.
84. Qualitative Fit Test: Individual test subject's responding (either voluntarily or involuntarily) to a chemical challenge outside the respirator face-piece. Acceptable methods include irritant smoke test, odorous vapor test, and taste test.
85. Quantitative Fit Test: Exposing the respiratory wearer to a test atmosphere containing an easily detectable, nontoxic aerosol, vapor or gas as the test agent. Instrumentation, which samples the test atmosphere and the air inside the face-piece of the respirator, is used to measure quantitatively the leakage into the respirator. There are a number of test atmospheres, test agents, and exercises to perform during the test.
86. Registered Design Professional: A person licensed and registered to practice the professions of architecture or engineering under the Education Law of the State of New York.
87. Removal: Stripping of any asbestos- containing materials from surfaces or components of a facility or taking out structural components in accordance with 40 CFR 61 Subparts A and M.
88. Renovation: An addition or alteration or change or modification of a building or the service equipment thereof, that is not classified as an ordinary repair as defined in §27-125 of the Administrative Code of the City of New York.

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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.

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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

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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:

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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.

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3. Negative pressure ventilation equipment shall be installed and operated to provide at least one air change in the work area every 15 minutes. Where there are no floor or wall barriers because floor or wall material is being abated, there shall be at least one air change in the work area every ten minutes.
4. The negative pressure ventilation equipment shall operate continuously, 24 hours a day, from the establishment of isolation barriers through successful clearance air monitoring. If such equipment shuts off, adjacent areas shall be monitored for asbestos fibers.
5. A static negative air pressure of 0.02 inches (minimum) water column shall be maintained at all times in the work place during abatement to ensure that contaminated air in the Work Area does not filter back to uncontaminated areas.
6. If the contaminated area of an asbestos project covers the entire floor of the affected building, or an area greater than 15,000 square feet on any given floor, the installation of a negative air cut off switch or switches shall be required at a single location outside the work place, such as inside a stairwell, or at a secured location in the ground floor lobby when conditions warrant. The required switch or switches shall be installed by a licensed electrician pursuant to a permit issued by the Department of Buildings. If negative pressure ventilation equipment is used on multiple floors, the cut off switch shall be able to turn off the equipment on all floors.
7. On loss of negative pressure or electric power to the negative pressure ventilating units, abatement shall stop immediately and shall not resume until power is restored and negative pressure ventilation equipment is operating again.
8. Negative pressure ventilation equipment shall be exhausted to the outside of the building away from occupied areas.
 - a. All openings (including but not limited to operable windows, doors, vents, air intakes or exhausts of any mechanical devices) less than 15 feet from the exterior exhaust duct termination location shall be plasticized with two layers of fire retardant 6-mil polyethylene sheeting, or a second negative pressure ventilation unit with the primary unit's capacity shall be connected in series prior to exhausting to the outside.
 - b. Negative pressure ventilation equipment shall exhaust away from areas accessible to the public.

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- 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.

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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).

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- 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:

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- (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

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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.

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- 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.

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- 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, firestopping foam, cleaners/disinfectants, spray adhesive and any and all potentially hazardous materials that may be employed on the project. No work involving the aforementioned will be allowed to proceed until MSDS are reviewed.
- p. Worker Training and Medical Surveillance: Asbestos abatement contractor shall submit a list of the persons who will be employed by him in the removal work. Present evidence that workers have received proper training required by the regulations and the medical examinations required by OSHA 29 CFR 1926.1101.
- q. Logs: Specimen copies of daily progress log, visitor's log, and disposal log.
 - (1) The asbestos abatement contractor shall provide a permanently bound log book of minimum 8-1/2" x 11" size at the entrance to the Worker and Waste Decontamination enclosure system as hereinafter specified. Log book shall contain on title page the project name, name, address and phone number of Environmental Control Representative; name, address and phone number of asbestos abatement contractor; name, address and phone number of asbestos abatement contractor and City's air testing entity; emergency numbers including, but not limited to local Fire/Rescue Department. Log book shall contain a list of personnel approved by the laboratory for entry into the Work Area.
 - (2) All entries into the log shall be made in non-washable, permanent ink and such pen shall be strung to or otherwise attached to the log to prevent removal from the log-in area.

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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,

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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).

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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 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 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.

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- 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

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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
201 Varick Street, Room 908
New York, New York 10014
212-337-2378

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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.

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- 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 WSPS.
- I. Should the failure of any utility occur, the City will not be responsible to the asbestos abatement contractor for loss of time or any other expense incurred.
- J. Facility will be responsible to notify the asbestos abatement contractor of any planned electrical power shutdowns in order to ensure that there are no power interruptions in the negative air pressure systems.
- K. Asbestos abatement contractor shall remove all flammable materials from the work area and all sources of ignition (including but not limited to pilot lights) shall be extinguished.
- L. Asbestos abatement contractor shall require a competent person (as defined in OSHA 1926.1101) to perform the following functions and to be on-site continuously for the duration of the project:
 - 1. Monitor the set up of the Work Area enclosure and ensure its integrity.
 - 2. Control entry and exit into the work enclosure.
 - 3. Ensure that employees are adequately trained in the use of engineering controls, proper work practices, proper personal protective equipment and in decontamination procedures.
 - 4. Insure that employees use proper engineering controls, proper work practices, proper personal protective equipment and proper decontamination procedures.
 - 5. The competent person (as defined in OSHA1926.1101) shall check for rips and tears in work suits, and ensure that they are mended immediately or replaced.

1.12 USE OF BUILDING FACILITIES

- A. City shall make available to the asbestos abatement contractor, from existing outlets and supplies, all reasonably required amounts of water and electric power at no charge.

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- 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

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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 through 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,

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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.

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- 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.

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- 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:

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Table 1. -- Assigned Protection Factors

Type of Respirator	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:

¹Employers 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.

²The 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.

³This APF category includes filtering facepieces, and half masks with elastomeric facepieces.

⁴The employer must have evidence provided by the respirator manufacturer that testing of these respirators demonstrates performance at a level of protection of 1,000 or greater to receive an APF of 1,000. This level of performance can best be demonstrated by performing a WPF or SWPF study or equivalent testing. Absent such testing, all other PAPRs and SARs with helmets/hoods are to be treated as loose-fitting facepiece respirators, and receive an APF of 25.

⁵These 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).

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- 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.

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- 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

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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

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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.

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- 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.

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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.

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- 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.

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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.
1. 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.

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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.

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- 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,

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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

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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.

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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.

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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.

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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

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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

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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.

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- 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

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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 through 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

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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.

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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.

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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

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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

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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.

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- 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.

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- (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.

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- 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.

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- B. Smoke tubes shall be used to test the integrity of the Work Area barriers and the decontamination enclosure systems daily before abatement activity begins and at the end of each shift.
- C. Damage and defects in the decontamination enclosure system shall be repaired immediately upon discovery. The decontamination enclosure system shall be maintained in a clean and sanitary condition at all times.
- D. At any time during the abatement activity, if visible emissions are observed, or elevated asbestos fiber counts outside the Work Area are measured, or if damage occurs to barriers, abatement shall stop. The source of the contamination shall be located, the integrity of the barriers shall be restored and extended to include the contaminated area, and visible residue shall be cleaned up using appropriate HEPA-vacuuming and wet cleaning.
- E. Inspections and observations shall be documented in the daily project log by the asbestos handler supervisor.
- F. The daily inspection to ensure that exits have been checked against exterior blockage or impediments to exiting shall be documented in the log book. If exits are found to be blocked, abatement activities shall stop until the blockage is cleared.

3.06 MODIFICATIONS TO HVAC SYSTEMS

- A. Shut down, isolate or seal, all existing HVAC units, fans, exhaust fans, perimeter convection air units, supply and/or return air ducts, etc., situated in, traversing or servicing the work zone.
- B. Seal all seams with duct tap. Wrap entire duct with a minimum of two layers of fire retardant 6-mil polyethylene sheeting. All shutdowns are to be coordinated with the Facility. Where systems must be maintained, i.e., traversing Work Areas to non-Work Areas, only supply ducts will be maintained, protect as described above. All returns must be blanked off in Work Area and adjacent areas, including floor above and below Work Area. When required Asbestos abatement contractor shall apply for a clarification from NYCDEP. The Asbestos abatement contractor shall implement the following engineering procedures:
 - 1. Maintenance of a positive pressure within the HVAC system of 0.01 inch water gauge (or greater) with respect to the ambient pressure outside the Work Area. The conditions for this system shall be maintained and be operational 24 hours per day from the initiation of Work Area preparation until successful final air clearance. Positive pressurization of HVAC system shall be applied only under the direction and control of professional engineer, or other knowledgeable licensed professional;

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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.

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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:

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- 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

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equipment is used on multiple floors the cut off switch shall be able to turn off the equipment on all floors.

B. Removal of ACM Utilizing Full Containment Procedures shall be as follows:

1. Preparation Procedures:

- a. Ensure that the Third-Party Air Monitor has performed area monitoring and established a background count prior to the preparatory operations for each removal area, as applicable.
- b. Shut down, isolate, and lock out or tag heating, ventilating, and air conditioning (HVAC) systems which serve or which pass through the Work Area. Vents within the Work Area and seams in HVAC components shall be sealed with tape and two layers of fire retardant polyethylene sheeting. Filters in HVAC systems shall be removed and treated as asbestos-asbestos contaminated waste.
- c. Shut down, disconnect, and lock out or tag all electric power to the Work Area so that there is no possibility of its reactivation until after clearance testing of the Work Area.
- d. Provide and install decontamination enclosure systems in accordance with Sections 3.01 and 3.02 of this Section.
- e. Remove ACM that may be disturbed by the erection of partitions using tent procedures and wet removal methods. Removal shall be limited to a one-foot wide strip running the length/height of the partition.
- f. Pre-clean and remove moveable objects from the Work Area. Pre-cleaning shall be accomplished using HEPA-vacuum and wet-cleaning techniques. Store moveable objects at a location determined by the City.
- g. Protect carpeting that will remain in the Work Area.
 - (1) Pre-clean carpeting utilizing wet-cleaning techniques.
 - (2) Install a minimum of two layers of fire retardant 6-mil reinforced polyethylene sheeting over carpeting.
 - (3) Place a rigid flooring material, minimum thickness of 3/8-inch, over polyethylene sheeting.
- h. Pre-clean all fixed objects to remain within the Work Area using HEPA-vacuum and wet-cleaning techniques.

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- 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.

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- 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.

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- (2) Cover walls with one layer of 6-mil fire retardant polyethylene sheeting, overlapping wall layer a minimum of 6 inches, and seal layer to floor layer.
 - (3) Cover floors with a second layer of 6-mil fire retardant polyethylene sheeting, turning layer a minimum of 12 inches up wall, and seal layer to wall.
 - (4) Cover walls with a second layer of fire retardant 6-mil polyethylene sheeting, overlapping wall layer a minimum of 12 inches, and seal layer to floor layer.
 - (5) In areas where demolition is required to access ACM, a layer of fire retardant 6-mil reinforced polyethylene sheeting shall be placed on the floor of the enclosure.
 - (6) Perform demolition required to access ACM. Debris resulting from demolition activities shall be disposed of as ACM waste as described in this Specification.
 - (7) Repeat preparation of areas accessed by demolition activities as described above.
- v. Suspended ceiling tiles and T-grid components shall remain in place until the preparation of the Work Area below the ceiling tiles are completed and personnel and equipment decontamination enclosures have been constructed.
- w. Scaffolds shall be provided for workers engaged in work that cannot safely be performed from the ground or other solid Work Area surface.
- x. Means of egress shall not be obstructed by hardwall barriers.
- y. Pre-Removal Inspections.
- (1) Prior to removal of any ACM, the asbestos abatement contractor shall notify the Third-Party Air Monitor and request a pre-removal inspection. Posting of warning signs, building of decontamination enclosure systems, and all other preparatory steps have been taken prior to notification of the Third-Party Air Monitor.
 - (2) Asbestos abatement contractor shall correct any deficiencies observed by Third-Party Air Monitor at no additional cost to City.

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- (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.

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- (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.

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- 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:
- I. 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.

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- 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.

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- (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

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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

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- (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.

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- (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 "wetable 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:

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- 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.

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- (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.

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- 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.

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- 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

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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.

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- 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

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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-vacuums 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.

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- 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 from Vertical Exterior Surfaces utilizing NYCDEP Title 15, Chapter 1 §1-109 Abatement from Vertical Exterior Surfaces procedures shall be as follows:

Preparation procedures: This procedure shall apply to the abatement of asbestos-containing materials from vertical exterior surfaces such as, but not limited to caulking or glazing compounds, asphaltic materials or tar, cement siding or shingles (including transite), paints, sealants coping stone caps or clay roof tiles.

- a. The entire surface to be abated and ground-level perimeter shall be considered the work area unless partitions and warning tape are used to define the work area.
- b. A restricted area shall be established using warning tape extending at least 25 feet from the affected areas of the building or to the nearest vertical obstruction or the curb.
- c. The restricted area may be entered only by certified workers or authorized visitors.
- d. Before plasticizing, the restricted area shall be inspected for ACM debris and, if necessary, pre-cleaned using HEPA vacuums and wet methods.

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- e. All openings to the building or structure's interior which are within 25 feet of the affected ACM shall be closed and sealed.
- f. Scaffolding erected to access the ACM shall be constructed, maintained, and used in accordance with applicable federal, state, and city laws.
- g. Horizontal surfaces beneath the affected ACM shall be covered with two layers of fire-retardant 6-mil plastic to a width of six feet.
- h. Elevated platforms being used to access the affected ACM shall be plasticized with two layers of fire-retardant 6-mil plastic, which shall extend up from the platform to at least the height of the mid-rail on three sides, and shall be attached directly to the building just below the surfaces under abatement.
- i. The ground-level restricted area shall be cleared of all moveable objects and plasticized with two sheets of fire-retardant 6-mil plastic, which shall be extended one foot up the side of the building. The plasticized area shall be ten feet wide for every floor up to a maximum width of thirty feet, or to the curb. This plastic shall be cleaned, replaced, and disposed of as asbestos waste at the end of each shift.
- j. Sidewalk bridges in the restricted area shall be covered with two layers of fire retardant 6-mil plastic, placed over and secured to the bridge, spread across the full width, draped over the side to ground level, and extended to a width of at least thirty feet.
- k. Establish a remote decontamination unit in accordance with Section 3.01 within the restricted area.
- l. Construct all elevated work platforms a minimum of one foot below the surface to be abated.
- m. Pre-Removal Inspections
 - (1) Prior to removal of any ACM, the asbestos abatement contractor shall notify the Project Monitor and request a pre-removal inspection. Posting of warning signs, building of decontamination enclosure systems, and all other preparatory steps have been taken prior to notification of the Third-Party Air Monitor.

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- (2) Asbestos abatement contractor shall correct any deficiencies observed by Third-Party Air Monitor at no additional cost to City.
 - (3) Following the Project Monitor's approval of the Work Area preparations, removal of ACM may commence.
2. Removal of ACM Materials:
- a. Mist material with amended water. Allow sufficient time for the amended water to penetrate the material to be removed.
 - b. Remove the caulk using hand tools such as knives or scrapers.
 - c. Exercise caution when removing caulking material to prevent damage to windows or skylight openings.
 - d. Remove any residual asbestos-containing caulking material from the substrate using wet cleaning methods and nylon-bristled hand brushes. The use of metal bristled brushes is prohibited.
 - e. Place the removed material immediately into a properly labeled 6-mil polyethylene bag. All material shall be properly containerized and decontaminated prior to removal from the Work Area.
 - f. Following the completion of removal of caulking, all visible residues shall be removed from the substrate.
 - g. Air sampling shall be conducted in compliance with NYC DEP Title 15 Chapter 1, §1-41 Air Sampling Schedule. This sampling shall be performed by the Third Party Air Monitoring Firm.
3. Following Removal of ACM :
- a. The stripped substrate shall be HEPA vacuumed and wet-wiped.
 - b. A visual clearance inspection shall be conducted by the asbestos handler supervisor and project monitor after the work area dries, to ensure the absence of ACM residue or debris in the work area.
 - c. After the inspection is completed, the warning tapes and barriers may be removed.
 - d. The clearance inspection shall be documented in the log and the project air sampling log.

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- e. Air monitoring shall be conducted in accordance with relevant provisions.
- f. Asbestos abatement contractor shall request and pass a visual inspection performed by the consultant before proceeding to the next step. Documentation of passing this inspection shall be recorded in a daily logbook.
- g. The Third-Party Air Monitor will conduct a visual observation of the Work Area to verify the absence of asbestos-containing waste materials.
- h. If the Work is accepted by the Third-Party Air Monitor based on the inspection, asbestos abatement contractor shall be notified. Conduct the following activities in accordance with the contract and all applicable laws, codes, rules and regulations:
 - (1) All waste shall be removed from the Work Area and holding areas.
 - (2) All tools and equipment are to be removed and decontaminated in the decontamination enclosure system.
- i. If the Work is not approved, the Third-Party Air Monitor will inform Asbestos abatement contractor who will then HEPA-vacuum and/or wet-clean the Work Area. The Third-Party Air Monitor will then perform a subsequent visual observation. This process will continue until the Third-Party Air Monitor accepts the Work Area as clean.
- j. Final Barrier Removal
 - (1) Upon receipt of acceptable observation results, polyethylene sheeting and barrier tape shall be removed and disposed accordingly as ACM.
 - (2) The area surrounding the abatement work place shall be cleaned of any visible debris utilizing HEPA vacuum and wet methods.
 - (3) The Third-Party Air Monitor will conduct final visual inspection. Approval must be granted prior to break down of decontamination facility and asbestos abatement contractor demobilization. Other Information: Extra time required to clean Work Areas in order to achieve clearance criteria shall not be considered grounds for an extension of time for contract completion.

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F. Removal of ACM Roofing and Flashing Materials utilizing NYC DEP § 1-107 Foam Procedure for Roof Removal shall be as follows:

1. Preparation procedures:
 - a. These procedures apply only to the removal of asbestos-containing roofing material (ACRM) from exterior roof surfaces. The work area on the roof shall be cordoned off with clearly visible barriers such as caution tape, and only authorized persons shall have access.
 - b. The foam or viscous liquid shall be non-toxic, shall not require special respiratory protection for handling, and shall not affect the handling and disposal of the waste.
 - c. The foam or viscous liquid shall coat and maintain a stable blanket (minimum 1" thickness) for the duration of the removal process and shall leave an identifiable colored residue when it dissipates.
 - d. The foam or viscous liquid shall wet the ACRM. The ACRM shall be kept wet through the bagging process.
 - e. Persons entering the work area shall wear correctly-fitting, good traction rubber boots.
 - f. Abatement shall not be carried out during adverse weather conditions (e.g., precipitation, high winds, ambient temperature below 32 degrees Fahrenheit, etc.).
 - g. The worker decontamination unit may be attached to each work area at an entry/exit from each work area, or may be remote, in which case it shall be equipped with an airlock at the entrance. In addition to the shower head(s), the shower room shall be equipped with a flexible hose for waste decontamination for removal of less than 1,000 square feet of ACRM. For 1,000 square feet or more of ACRM removal, a separate waste decontamination facility shall be located at an entry/exit from each work area. Remote holding areas for the asbestos containing waste shall comply with Title 16, Chapter 8, Rules of the City of New York (16 RCNY 8 et. seq.).
 - h. Movable objects shall be removed from the work area, or kept in place and wrapped in one sheet of fire retardant 6 mil plastic sheeting.
 - i. Provisions shall be made to ensure a safe and adequate air supply to affected building(s). All vents, skylights, air intakes, windows and doors opening onto the roof, and all other openings shall be sealed with 2 layers of fire retardant 6 mil plastic or fitting with HEPA filters when appropriate. Temporary extensions may be installed to a

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height of 10 feet to ensure adequate air exchange instead of sealing vents, air intakes, etc., with 2 layers of plastic or HEPA filters. Drains may be equipped with 5 micron filtering system in lieu of being sealed.

- j. Fixed objects including perimeter walls, bulkheads, cooling towers, ducts and other rooftop appurtenances shall be covered in one sheet of fire retardant 6 mil plastic up to a height of at least six feet.
- k. THE ASBESTOS ABATEMENT CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTION OF THE INTERIOR SPACES BENEATH THE ROOF.
- l. All office equipment and furniture, including but not limited to desks, chairs, computers, printers, cabinets, etc., carpeted and wooden floors shall be covered with one layer of 6- mil plastic sheeting.
- m. THE ASBESTOS ABATEMENT CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE THAT MAY OCCUR IN THE INTERIOR SPACES, INCLUDING BUT NOT LIMITED TO OFFICE EQUIPMENT, FURNITURE, FLOORS, ETC., BENEATH THE ROOF DURING ALL PHASES OF THE ROOF ABATEMENT.
- n. The asbestos abatement contractor shall provide temporary roof protection consisting of 10-mil polyethylene sheeting following abatement over the open roof areas. Strict coordination with the General Asbestos abatement contractor, Construction Project Manager and/or Architect is required and necessary during this phase of abatement.
- o. Preliminary examination shall be conducted and precautions shall be taken to prevent damage to the interior of the building, including but not limited to office equipment, furniture, carpeted and wooden floors, etc., and to ensure no adverse effect on the structural stability of the roof due to the abatement activity.
- p. Abatement activities shall not be carried out during adverse weather conditions (e.g., precipitation, heavy winds, etc.).
- q. The floor area between the remote decontamination facility and the Work Area must be protected with 2 layers of 6-mil. polyethylene sheeting suitably anchored.

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- r. Provisions shall be made to ensure a safe and adequate air supply to affected building(s). All vents, skylights, air intakes, windows and doors opening onto the roof, and all other openings are to be sealed with two layers of 6-mil plastic or fitted with HEPA-filters where appropriate. In lieu of sealing vents, air intakes, etc., with two layers of plastic or HEPA-filters, temporary extensions may be installed to a height of 10 feet to ensure adequate air exchange. Drains may be equipped with 5 micron filtering systems in lieu of being sealed.
 - s. Pre-Removal Inspections:
 - (1) Prior to removal of any ACM, the Asbestos abatement contractor shall notify the Third-Party Air Monitor and request a pre-removal inspection. Posting of warning signs, building of decontamination enclosure systems, and all other preparatory steps have been taken prior to notification of the Third-Party Air Monitor.
 - (2) Asbestos abatement contractor shall correct any deficiencies observed by Third-Party Air Monitor at no additional cost to City.
 - (3) Following the Third-Party Air Monitor's approval of the Work Area preparations, removal of ACM may commence.
2. Removal of ACM Roofing and Flashing Materials:
- a. The asbestos abatement contractor shall be responsible for the removal of all roofing components, including multiple layers of built-up membrane, tar, vapor barrier and/or flashing down to the substrate/deck.
 - b. Prior to actual removal, the built-up roofing shall be blanketed and wetted with a minimum 1" coating of the acceptable foam or viscous liquid which shall be maintained for the duration of the removal until the material is bagged. The foam or viscous liquid shall be confined to the work area.
 - c. Hand-held power tools used to drill, cut into, or otherwise disturb the ACRM shall be equipped with the HEPA-filtered local exhaust ventilation and operated to prevent potential fiber release.
 - d. Abatement shall not be performed in adverse weather conditions (e.g., precipitation, heavy winds, etc.). Asbestos abatement contractor shall protect all exposed roof during adverse weather conditions.

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- e. Portable HEPA-vacuum machines shall be available during abatement.
 - f. After the ACM removal and bagging, the bagged waste shall be HEPA-vacuumed, and then wet-cleaned and transferred into the shower room for double bagging. The double-bagged waste shall be transferred outside the clean room for its final transfer for storage in an enclosed waste container.
3. Following Removal of ACM Roofing and/or Flashing:
- a. Upon completion of the abatement in roof work area, clean-up procedures shall involve removal and bagging of:
 - b. The asbestos containing roofing material (ACRM)
 - c. Visible accumulations of asbestos containing waste
 - d. All excess foam or similar viscous liquid
 - e. All debris, and shall be followed by a thorough wet cleaning.
 - f. All tools shall be wet cleaned and HEPA-vacuumed, and then removed from the work area upon completion.
 - g. Following the removal of all debris, the work area shall be thoroughly wet cleaned. The work area shall be allowed to dry completely before the visual inspection is conducted. The inspection shall confirm the absence in the work area of:
 - (1) ACM, debris, bagged ACM waste,
 - (2) Excess foam or other viscous liquid.
 - h. If the work area fails visual inspection, it shall undergo another wet cleaning and/or HEPA vacuuming until it passes the visual inspection.
 - i. When the visual inspection and clearance testing is successful, all plastic may be removed.
 - j. Air monitoring shall be conducted in accordance with the relevant provisions of Air sampling shall be conducted in compliance with NYC DEP Title 15 Chapter 1, §1-41 Air Sampling Schedule.

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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.

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- 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.

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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.

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- 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.

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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.

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- V. Asbestos abatement contractor shall transport all sealed drums to a landfill disposal site approved by the Department of Environmental Conservation and the EPA. Transportation shall be performed by a New York State registered Waste Hauler, where required. When presenting the ACW for disposal the Asbestos abatement contractor or sub Asbestos abatement contractor shall:
1. Ensure that waste container is properly labeled according to the National Emission Standard for Hazardous Air Pollutants (NESHAP); Asbestos Revision, 40 CFR, Part 61, Subpart M. The labels shall include the name of the waste generator and the location where the waste was generated.
 2. Comply with all applicable orders issued pursuant to asbestos disposal.
 3. Ensure that ACW has been sufficiently wetted down.
 4. Re-wet and repackage any damaged containers.
 5. Keep ACW separate from all other wastes.
- W. Asbestos abatement contractor shall notify the waste disposal site, at least 24 hours prior to transportation of asbestos contaminated waste to be delivered. Asbestos abatement contractor shall determine if a larger notification period is required.
- X. At the site asbestos abatement contractors or Waste Hauler trucks shall approach the dump location as close as possible for unloading asbestos waste. Containers shall be carefully placed in the ground. Do not throw containers from truck.
- Y. Asbestos abatement contractor or Waste Hauler shall inspect containers as they are unloaded at the disposal site. Material in damaged containers shall be repacked in empty containers, as necessary.
- Z. Asbestos abatement contractor or Waste Hauler shall not remove asbestos-containing waste Material from drums unless required to do so by the disposal site City. Used drums shall be disposed of as asbestos-asbestos contaminated waste.
- AA. All personnel engaged in unloading of the containers at the waste site shall wear protective clothing. The disposable clothing shall include head, body and foot protection. Minimum respiratory protection shall be half face, dual cartridge, air purifying respirators with HEPA-filters. Workers shall remove their protective clothing at the disposal site, place it in labeled disposal bags and leave them with the deposited waste shipment.

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- 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.

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5. The asbestos abatement contractor will document actual disposal of the waste at the designated landfill by having completed a Disposal Certificate and will provide a copy of the same to the Department of Design and Construction.

PART 6 – ACCEPTANCE

6.01 ACCEPTANCE

Upon satisfactory completion of all decontamination procedures, a certificate will be issued by the Construction Project Manager with copies to all parties.

- A. A letter of Compliance stating that all the work on the project was performed in accordance with the Specifications and all applicable Federal, State and Local regulations.
- B. All warranties as stated in the Specifications.

END OF SECTION 028213

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SECTION 03 30 00 - CAST IN PLACE CONCRETE
PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to the work of this Section.

1.2 SUMMARY

- A. Section includes but is not limited to the following as shown on the drawings and as specified herein:

1. Foundation systems including footings, piles, pile caps, walls, beams, piers, and similar concrete.
2. Slabs on grade.
3. Structural slabs on grade.
4. Cast-in-place slabs, beams, and walls.
5. Furnishing and installing all required anchors and inserts.
6. Placing in the forms all inserts, anchors, anchor bolts, bearing plates and the like furnished by other trades for casting into the concrete and cleaning of same after stripping of forms.
7. Protection of all inserts, anchors, hangers, sleeves and supports furnished and set by others for the attachment of other work to the concrete, or required to permit the passage of other work through the concrete.
8. Supply, fabricate and place all required reinforcing bars, mesh and other reinforcement for concrete where shown, called for, and/or required complete with proper supporting devices.
9. Erection and removal of all formwork required to properly complete the work.
10. Finishing of all concrete work as hereinafter specified.
11. Curing and protection of all concrete work.
12. Site concrete consisting of curbs, walks, pads, boxes and the like as shown on the drawings.
13. Floor sealers and dust-proofing of all areas exposed and/or covered with carpet.
14. Cutting, patching, grouting, repairing and pointing up as required.
15. Vapor barrier system below slabs on grade.
16. Under slab drainage course.
17. Dewatering.
18. Waterproofing.
19. Grouting of all beam bearing plates and column base plates.
20. Equipment pads as required.
21. All other work and materials as may be reasonably inferred and needed to make the work of this section complete.
22. Waste Management

- B. Related Requirements:



1. Division 01 Section "Construction Waste Management and Disposal"
2. Division 04 Section "Unit Masonry"
3. Division 05 Section "Structural Steel"
4. Division 05 Section "Metal Deck"
5. Division 06 Section "Rough Carpentry"
6. Division 07 Section "Joint Sealants"

1.3 SUSTAINABLE DESIGN REQUIREMENTS

- A. The Contractor is to implement practices and procedures to meet the Project's Sustainable Design goals, which include achieving LEED Silver. The Contractor shall ensure that the requirements related to these goals, as defined in this Section and in Related Sections of the Contract Documents, are implemented. Substitutions, or other changes to the Work proposed by the Contractor or their Subcontractors, shall not be allowed if such changes compromise the Project's Sustainable Design goals.
- B. The Contractor is to efficiently use resources and energy while executing the Work of this Section. Resource efficient aspects to be considered in completing this Project include the use of techniques that minimize waste generation, reuse of construction materials on site where possible, and recycling of waste generated during the construction process.
- C. Performance Requirements: The following criteria are required for the products included in this section
 1. All reinforcing steel, steel anchors, welded wire fabric, and other steel items- required by the work of this section shall contain a minimum of 50% (combined) pre-consumer/post-consumer recycled content.
 2. Adhesives, sealants, paints and coatings used for the work of this section shall meet the Volatile Organic Compound (VOC) limits specified in Section 018113 "Sustainable Design Requirements," where applicable.
- D. LEED Performance Requirements:
 1. Certification of recycled content, sourcing of materials, and VOC content shall be in accordance with the LEED Submittals requirements of this section.

1.4 LEED SUBMITTALS

- A. Submit LEED Certification items as follows:
 1. LEED Materials Certification Form: For all installed products and materials of this Section, complete the "Environmental Materials Reporting Form" (attached to end of



Section 018113 "Sustainable Design Requirements"). Information to be supplied for this Form shall include:

- a. Cost breakdowns for materials included in the Contractor or sub-contractor's Work. Material cost does not include costs associated with labor and equipment.
 - b. The percentages (by weight) of pre-consumer and/or post-consumer recycled content in the supplied product(s).
 - c. Indication of whether the raw materials have been extracted, harvested or recovered, as well as the final product has been manufactured (location of final assembly), within 500 miles of the project site.
- B. VOC Reporting Form: For all installed products and materials of this Section, complete the "VOC Reporting Form" (attached to end of Section 018113 "Sustainable Design Requirements"). Information to be supplied for this Form shall include:
1. Provide generic name by means of product type or application of all field-applied interior adhesives, sealants, paints, and coatings in this Section.
 2. Provide corresponding referenced standard limits.
 3. Provide full name of supplied product(s) and vendor or manufacturer for each product in this Section.
 4. For all field-applied interior adhesives, sealants, paints, and coatings in this Section, provide Volatile Organic Compound (VOC) content in grams/liter or lbs./gallon.
- C. Letters of Certification: Provided by the manufacturer on the manufacturer's letterhead, verifying the amount of recycled content.
- D. Product Cut Sheets: For all materials that meet the sustainable design performance criteria as per the LEED Performance Requirements of this section.
- E. Material Safety Data Sheets (MSDS): For all applicable products. Applicable products include, but are not limited to, adhesives, sealants, paints, and coatings applied to the interior of the building. MSDS shall indicate the Volatile Organic Compound (VOC) content of products submitted. If an MSDS does not indicate VOC content, then product data sheets, manufacturer's literature, or certification letter indicating a product's VOC content can be submitted with the MSDS.
- F. Assemble required LEED Submittal information into one (1) package for each Specification Section or sub-contractor. Incomplete or inaccurate LEED Submittals may be used as the basis for rejecting the submittal products or assemblies.

1.5 SUBMITTALS

- A. Product Data: Submit data for proprietary materials and items, including the following:
1. Reinforcement and forming accessories
 2. Admixtures
 3. Patching compounds



4. Waterstops
 5. Joint systems
 6. Curing compounds
 7. Dry-shake finish materials
 8. Others items as requested by the Commissioner.
- B. Shop Drawings; Reinforcement: Submit original shop drawings for fabrication, bending, and placement of concrete reinforcement. Comply with ACI 315 "Details and Detailing of Concrete Reinforcement" showing bar schedules, stirrup spacing, diagrams of bent bars, arrangement of concrete reinforcement. Include special reinforcement required for openings through concrete structures. The shop drawings shall be prepared by a Professional Engineer licensed in the State of New York and checked by the contractor prior to submission.
1. The shop drawings shall show construction, contraction and isolation joint locations and the added reinforcement required at same.
 2. Obtain and coordinate information for sleeves and openings in concrete, which are required for the work of other trades. Make coordinated drawings showing size and location of openings and sleeves and incorporate this information on the reinforcing drawings.
 3. Only those splices indicated on the approved shop drawings will be permitted.
 4. Provide elevations of all foundation walls and other structural elements to a minimum 1/4" scale.
- C. Shop Drawings Formwork: Submit shop drawings for fabrication and erection of specific finished concrete surfaces. Show form construction including jointing, special form joint or reveals, location and pattern of form tie placement, and other items which affect exposed concrete visually. Commissioner's review is for general architectural applications and features only. Design of formwork for structural stability and efficiency is Contractor's responsibility, prepared by or under the supervision of a qualified professional engineer detailing fabrication, assembly, and support of formwork.
1. Shoring and Reshoring: Indicate proposed schedule and sequence of stripping formwork, shoring removal, and reshoring installation and removal.
- D. Construction Joint Layout: Indicate proposed construction joints required to construct the structure.
1. Location of construction joints is subject to approval of the Commissioner.
- E. Contraction Joint Layout: Indicate proposed contraction joints required per applicable codes and drawings.
1. Location of contraction joints is subject to approval of the Commissioner.
- F. Samples: Submit samples of materials as requested by Commissioner, including names, sources and descriptions.



- G. **Laboratory Test Reports:** Submit laboratory test reports for concrete materials, mix design test and microwave test.
 - H. **Material Certificates:** Provide materials certificates in lieu of materials laboratory test reports when permitted by Commissioner. Manufacturer and Contractor, certifying that each material item complies with, or exceeds, specified requirements shall sign material certificates. Provide certification from admixture manufacturers that chloride content complies with specification requirements.
 - I. **Cold Weather and Hot Weather Concreting Procedures:** Submit written descriptions of contractor's proposed cold weather and hot weather concreting procedures, when applicable.
 - J. **Certification that pozzolanic materials conforms to ASTM C 618-01 (noting class C or class F), ASTM C 989 or ASTM C1240.**
 - K. **Certified recycled steel content.** Provide cut sheets clearly indicating whether the rebar used meets the minimums for post-consumer OR post-industrial recycled contents. Or, if cut sheets are not available, obtain a written affidavit from the manufacturer stating the recycled content percentage and if the recycled content is post-consumer or post-industrial.
 - L. **Formwork:** Specify whether reusable, permanent, salvaged or new wood forms are to be used.
 - M. **Recycled Aggregate:** Provide laboratory reports indicating that aggregate conforms to ASTM C33 for structural concrete or ASTM D1241-00 for sub-base material. Provide cut sheets clearly indicating the source, total weight and volume of the recycled aggregate. If aggregate provided is a mix of virgin and recycled aggregates obtain a written affidavit from the manufacturer stating the recycled content percentage
 - N. **VOC content for curing compounds, sealants and release agents:** Provide a cut sheet and a Material Safety Data Sheet (MSDS) for each curing compound, sealant, hardener and release agent used highlighting VOC contents. VOC content must be less than or equal to limits stated under "PRODUCTS".
- 1.6 **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. **Source Limitations:** Obtain each type or class of cementitious material of the same brand from the same manufacturer's plant, obtain aggregate from single source, and obtain admixtures from single source from single manufacturer.
 - C. **Welding Qualifications:** Qualify procedures and personnel according to AWS D1.4/D 1.4M, "Structural Welding Code - Reinforcing Steel."



- D. Codes and Standards: Comply with provisions of following codes, specifications, and standards, except where more stringent requirements are shown or specified:
1. New York City Building Code, Latest Edition
 2. ACI 117 "Standard Specifications for Tolerances for Concrete Construction and Materials and Commentary."
 3. ACI 211.1 "Standard Practice for Selecting Proportions for Normal, Heavyweight and mass concrete."
 4. ACI 211.2, "Standard Practice for Selecting Proportions for Structural Lightweight Concrete."
 5. ACI 214R, "Evaluation of Strength Test Results of Concrete."
 6. ACI 232.2R, "Use of Fly Ash in Concrete."
 7. ACI 233R, "Guide to Use of Slag Cement in Concrete and Mortar."
 8. ACI 234, "Guide for the Use of Silica Fume in Concrete."
 9. ACI 301 "Specifications for Structural Concrete."
 10. ACI 302.1R "Guide for Concrete Floor and Slab Construction."
 11. ACI 304R, "Guide for Measuring, Mixing, Transporting and Placing Concrete."
 12. ACI 305R "Hot Weather Concreting."
 13. ACI 306.1-90 "Standard Specification for Cold Weather Concreting."
 14. ACI 308.1 "Standard Specification for Curing Concrete."
 15. ACI 309R, "Guide for Consolidation of Concrete."
 16. ACI 311.4R, "Guide for Concrete Inspections."
 17. ACI 315, "Details and Detailing of Concrete Reinforcement."
 18. ACI 318 "Building Code Requirements for Structural Concrete and Commentary."
 19. ACI 347 "Guide to Formwork of Concrete."
 20. Concrete Reinforcing Steel Institute, (CRSI) "Manual of Standard Practice."
 21. CRSI-WCRSI, "Placing Reinforcing Bars."
 22. AWS D1.4, "Structural Welding Code Reinforcing Steel."
 23. The ACI Field Reference Manual, SP-15 shall be kept at the job site, and the practices set forth therein shall be strictly adhered to.
 24. ASTM Standards as applicable in the building code of the local jurisdiction and as noted in this specification.
- E. Concrete Testing Service: Engage a testing laboratory acceptable to Architect and Engineer of Record to perform material evaluation tests and to design concrete mixes.
- F. Materials and installed work may require testing and retesting at anytime during progress of work. Tests, including retesting of rejected materials for installed work, shall be done at Contractor's expense.
- G. Preconstruction Meeting:
1. At least 35 days prior to the start of the concrete construction schedule, the Contractor shall conduct a meeting to review the proposed mix designs and to discuss the required methods and procedures to achieve the required concrete construction. The Contractor



shall send a pre-concrete conference agenda to all attendees 20 days prior to the scheduled date of the conference.

2. The Contractor shall require responsible representatives of every party who is concerned with the concrete work to attend the conference, including but not limited to the following:
 - a. Contractor's superintendent
 - b. Laboratory responsible for the concrete design mix
 - c. Laboratory responsible for field quality control
 - d. Concrete subcontractor
 - e. Ready-mix concrete producer
 - f. Admixture manufacturer(s)
 - g. Concrete pumping equipment manufacturer.
3. Minutes of the meeting shall be recorded, typed and printed by the contractor and distributed by him to all parties concerned within 5 days of the meeting. One copy of the minutes shall also be transmitted to the following for information purposes: The City of New York or The City of New York's representative, Architect, and Engineer of Record.
4. The minutes shall include a statement by the concrete contractor indicating that the proposed mix design and placing can produce the concrete quality required by these specifications.
5. A minimum of a 4 cubic yard trial mixture containing all required admixtures shall be placed at the job site using the accepted methods of placing, finishing and curing. All applicable tests including slump, strength, air content, permeability, and air content will be performed. This shall occur at least four weeks before actual concreting operations with particular admixture begins. The admixture manufacturer(s) and inspectors shall be present. The same testing should be done in the laboratory at the same time for comparison. A test sample should be done for each condition that is to be placed.
6. The Engineer of Record will be present at the conference. The Contractor shall notify the Engineer of Record at least 10 days prior to the scheduled date of the conference.

1.7 PROJECT CONDITIONS

- A. The Contractor, before commencing work, shall examine all adjoining work on which this work is in any way dependent for proper installation and workmanship according to the intent of this specification, and shall report to the Commissioner or Engineer of Record any condition which prevents this contractor from performing first class work.
- B. Protection of Footings Against Freezing: Cover completed work at footing level with sufficient temporary or permanent cover as required to protect footings and adjacent subgrade against possibility of freezing; maintain cover for time period as necessary.
- C. Protect adjacent finish materials against spatter during concrete placement.



- D. Provide all barricades and safeguards at all pits, holes, shaft and stairway openings, etc., to prevent injury to workmen and others within and about the premises. Also provide all safeguards as required by the Building Code, OSHA, or any other departments having jurisdiction. Take full responsibility for all safety precautions and methods.
- E. Procedure of Work: The contractor shall keep himself constantly informed as to the progress of the work in the field, materials and men ready to start work immediately when conditions of preceding work are available or ready, wholly or in part, so as not to delay the progress of building work or to interfere with the progress of work of other contractors, and in any event he shall, within 24 hours after notice from the City of New York, proceed with such work as directed to maintain the uninterrupted progress of the work.

1.8 DELIVERY, STORAGE, AND HANDLING

- A. Steel Reinforcement: Deliver, store, and handle steel reinforcement to prevent bending and damage.
- B. Waterstops: Store waterstops under cover to protect from moisture, sunlight, dirt, oil, and other contaminants.

PART 2 - PRODUCTS

2.1 FORM MATERIALS

- A. Forms for Exposed Finish Concrete: Unless otherwise indicated, construct of plywood, metal, metal-framed plywood faced, or other acceptable panel-type materials, to provide continuous, straight, smooth, exposed surfaces. Furnish in largest practicable sizes to minimize number of joints and to conform to joint system shown on drawings. Provide form material with sufficient strength and thickness to withstand pressure of newly placed concrete without bow or deflection.
 - 1. Use plywood complying with U.S. Product Standard PS-1 "B-B (Concrete Form) Plywood", Class I, Exterior Grade or better mill oiled and edge-sealed, with each piece bearing legible inspection trademark.
- B. Forms for Unexposed Finish Concrete: Plywood, lumber, metal, or other acceptable material. Preference shall go to salvaged or re-used Dimensional Lumber. Provide lumber dressed on at least 2 edges and one side for tight fit.
- C. Sustainability Requirements For Wood Used For Formwork
 - 1. Salvaged or re-used Dimensional Lumber for Formwork: Provide documentation certifying products are from salvaged wood sources. Provide grading certificate for structural applications. For wood salvage wood resources see GreenSpec.
- D. Form Coatings: Provide VOC compliant commercial formulation form-coating compounds that will not bond with, stain nor adversely affect concrete surfaces, and will not impair subsequent



treatments of concrete surfaces. Use biodegradable form release agent listed below or equivalent made from soy or rapeseed oil.

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|----------------------|-------------------------------------|
| 1. "Bio-Release EF" | Dayton Superior |
| 2. "Soy Form Away" | Cure & Seal by Natural Soy Products |
| 3. "Bio-Form" | Leahy-Wolf Company |
| 4. "Duogard II" | W. R. Meadows, Inc. |
| 5. "Atlas Bio-Guard" | Atlas Construction Supply, Inc. |

- E. Void Forms: Biodegradable paper surface, treated for moisture resistance, structurally sufficient to support weight of plastic concrete and other superimposed loads.
- F. Form Ties: Form ties and spreaders: prefabricated assemblies by Richmond; Superior, Dayton or approved equal. Wire ties shall not be used. Ties for foundation work shall be of snap design with removal cones and water seal washer.
1. Furnish units that will leave no corrodible metal closer than 1 inch to the plane of exposed concrete surface.
 2. Furnish ties that, when removed, will leave holes no larger than 1 inch in diameter in concrete surface.
 3. Furnish ties with integral water-barrier plates to walls indicated to receive dampproofing or waterproofing.

2.2 REINFORCING MATERIALS

- A. Reinforcing Bars: ASTM A 615, Grade 60.
- B. Epoxy-Coated Reinforcing Bars and Wire Welded Fabric: ASTM A 775 (as noted on plan and/or in section).
- C. Steel Wire: ASTM A 82, plain, cold-drawn steel.
- D. Welded Wire Fabric: ASTM A 185, welded steel wire fabric, Galvanized.
- E. Welded Deformed Steel Wire Fabric: ASTM A 497, Galvanized.
- F. Joint Dowel Bars: ASTM A 615/A 615M, Grade 60, plain-steel bars, cut true to length with ends square and free of burrs.
- G. Epoxy-Coated Joint Dowel Bars: ASTM A 615/A 615M, Grade 60, plain-steel bars, ASTM A 775/A 775M epoxy coated.
- H. Epoxy Repair Coating: Liquid, two-part, epoxy repair coating; compatible with epoxy coating on reinforcement and complying with ASTM A 775/A 775M.



- I. Supports for Reinforcement: Bolsters, chairs, spacers and other devices for spacing, supporting and fastening reinforcing bars and welded wire fabric in place. Use wire bar type supports complying with CRSI specifications.
 1. For epoxy coated reinforcement provide plastic protected chairs and plastic ties. All imperfections in the epoxy coating are to be repaired prior to placement of concrete.
 - a. Use recycled plastic rebar supports. Subject to compliance with requirements, provide one of the following:
 - 1) International Plastics Group
 - 2) Eclipse Plastic
 2. For exposed-to-view concrete surfaces, where legs of supports are in contact with forms, provide supports with legs which are plastic protected (CRSI, Class I) or stainless steel protected (CRSI, Class 2), at a spacing not to exceed 4'-0" on center in either direction.

2.3 CONCRETE MATERIALS

- A. Portland cement: ASTM C 150, Type I. Total percentage of Portland Cement is NOT to exceed 75% of the cementitious mix. Use one brand of cement throughout project, unless otherwise acceptable to Commissioner.
 1. Fly Ash: Cast-in-place concrete shall incorporate fly ash as a replacement for at least 25% (by weight) of the Portland cement. All design mixes must be reviewed and approved by the Engineer of Record. Fly Ash shall not be used in conjunction with Ground Granulated Blast Furnace Slag.
 2. Ground Granulated Blast Furnace Slag (GGBF): Cast-in-place concrete shall incorporate GGBF as a replacement for at least 40% (by weight) of the Portland cement. All design mixes must be reviewed and approved by the Engineer of Record. GGBF shall not be used in conjunction with Fly Ash.
 3. Pozzolans and Slags: These must be completely accounted for in the design mix. Mix design must meet minimum design requirements set in the contract documents. Additional admixtures may be required to meet early strength requirements and alternative cementitious material goals. If a "blended cement" is used which already contains a certain percentage of Pozzolans or Slags this content may offset or entirely satisfy the minimum percentage required.
 - a. Coal Fly Ash: ASTM C 618 (Class C or Class F); ASTM C 618 (Note: Class F fly Ash will require higher amounts of air entraining admixtures than class C).
 - b. Blast Furnace Slag: ASTM C989
 - c. Silica Fume: ASTM C 1240
 - d. Rice Hull (or "husk") Ash: ASTM C 618 Blended hydraulic cement, as defined by ASTM C 595 or ASTM C 1157



- B. Normal Weight Aggregates: ASTM C 33, and as herein specified. Provide aggregates from a single source for exposed concrete.
1. Local aggregates not complying with ASTM C 33 but which have shown by special test or actual service to produce concrete of adequate strength and durability may be used when acceptable to Commissioner.
 2. Normal weight Fine Aggregate: washed, inert, natural or manufactured or combination thereof, sand conforming ASTM C33 gradation.
 3. Normal weight Coarse Aggregate: well graded crushed stone or washed gravel conforming to ASTM C33, sizes 57 for foundations and 67 for slabs and structure.
 - a. Recycled crushed concrete aggregate in concrete mixes is only to be used with approval of Engineer of Record. Recycled aggregate shall be used only as a substitute for coarse aggregate and must also be washed and well-graded, conforming to ASTM C33.
 - b. For sub-base, slabs on grade and non-structural applications and Recycled Aggregate Materials are NOT required to meet the ASTM C 33 standard. In addition to concrete rubble, glass, porcelain, and tire chips can be used as filler material. Any inert material conforming to ASTM D1241 is acceptable for the applications described in this paragraph.
- C. Water: Free from oils, acids, alkali, organic matter and other deleterious material to conform to ASTM C94. ASTM C94 for gray water use in the production of ready mixed concrete per approval by the Engineer of Record.
- D. Air-Entraining Admixture: Any material proposed for use as an air-entraining admixture should be tested in conformance with ASTM C 260.
1. Liquid air-entrainment: Use only agents derived from salts of wood resins. Select from products listed below or approved equal conforming to ASTM C-260.
 - a. "Airmix" Euclid Chemical
 - b. "Darex AEA" W. R. Grace
 - c. "MB-VR" Master Builders
- E. Water-Reducing Admixture: ASTM C 494.
1. Products: Subject to compliance with requirements, provide one of the following:
 - a. "Polyheed 997" Master Builders
 - b. "Euclid MR" Euclid Chemical
 - c. "WRDA 64" W. R. Grace.
- F. High-Range Water-Reducing Admixture (Superplasticizer): ASTM C 494, Type F or Type G and containing not more than 0.05 percent chloride ions.

1. Products: Subject to compliance with requirements, provide one of the following:



- a. "Eucon 37, 1037 or Plastol 5000" Euclid Chemical Co.
 - b. "Rheobuild 1000" Master Builders
 - c. "Glenium 7500" Master Builders
 - d. "Daracem-100" W. R. Grace
- G. Water Reducing, Non-Corrosive Accelerating Admixture: The admixture shall conform to ASTM C 494, Type C or E, and not contain more chloride ions than are present in municipal drinking water. The admixture manufacturer must have long-term non-corrosive test data from an independent testing laboratory (of at least a year's duration) using an acceptable accelerated corrosion test method such as that using electrical potential measures. Accelerating admixtures are not to be used as antifreeze agents. Accelerating admixtures are permitted only upon review by Engineer of Record.
1. Products: Subject to compliance with requirements, provide the following:
 - a. "Accelguard 80" Euclid Chemical Co.
 - b. "Daraset" W. R. Grace
 - c. "Pozzutec 20" Master Builders.
- H. Water-Reducing, Retarding Admixture: ASTM C 494, Type D, and contain not more than 0.05 percent chloride ions.
1. Products: Subject to compliance with requirements, provide one of the following:
 - a. "Eucon Retarder 75" Euclid Chemical Co.
 - b. "Pozzolith 100XR" Master Builders.
 - c. "Plastiment" Sika Chemical Co.
 - d. "Daratard" W.R. Grace.
- I. Microsilica Admixture shall be dry densified or slurry formed. Microsilica shall come from the same source throughout the project. If a single source cannot be maintained, laboratory testing of each new source shall be required before acceptance by the Engineer of Record at no cost to the City of New York.
1. Products: Subject to compliance with requirements, provide one of the following:
 - a. "Emsac F 100" Elkem Chemical, Inc.
 - b. "Eucon MSA" Euclid Chemical Co.
 - c. "Force 10,000" W. R. Grace
- J. Prohibited Admixtures: Calcium chloride, thiocyanates or admixtures containing more than 0.05 percent chloride ions are not permitted.
- K. Certification: Written conformance to the above-mentioned requirements and the chloride ion content of admixtures will be required from the admixture manufacturer prior to mix design review by the Engineer of Record.



L. Macro-Fibers: Engineered macro-synthetic fibers.

1. Products: Subject to compliance with requirements, provide one of the following:

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|----|-----------------|-------------------------|
| a. | "Tuf-Strand SF" | Euclid Chemical Co. |
| b. | "Fibermesh 650" | Propex Concrete Systems |
| c. | "Forta-Ferro" | Forta |

M. Micro-Fibers: Engineered micro-synthetic fibers.

1. Products: Subject to compliance with requirements, provide the following:

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|----|------------------|-------------------------|
| a. | "Fiberstrand N": | Euclid Chemical Co. |
| b. | "Fibermesh 150": | Propex Concrete Systems |
| c. | "Ultra-Net" | Forta |

N. Natural Fiber Reinforced Concrete: Natural fiber reinforced concrete is permitted only upon review by Engineer of Record. Refer to ACI 544.1R, chapter 5

O. Corrosion Inhibitor: 30% calcium nitrite (where called for in the specifications or on the drawings). Subject to compliance with requirements, provide the following at 3 gal/cy:

- | | | |
|----|-----------------|------------------|
| 1. | "Eucon CIA" | Euclid Chemical |
| 2. | "DCI" | W. R. Grace |
| 3. | "Rheocrete CNI" | Master Builders. |

P. Contractor will be required to provide information demonstrating successful use in prior placement involving all admixtures.

2.4 WATERSTOPS

A. Flexible Rubber Waterstops: CE CRD-C 513, with factory-installed metal eyelets, for embedding in concrete to prevent passage of fluids through joints. Factory fabricate corners, intersections, and directional changes.

1. Manufacturers: Subject to compliance with requirement, available manufacturers offering products that may be incorporated into the Work, include but are not limited to, the following:

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|----|-------------------------|
| a. | Greenstreak |
| b. | Williams Products, Inc. |

2. Profile: As indicated



- B. Flexible PVC Waterstops: CE CRD-C 572, with factory-installed metal eyelets, for embedding in concrete to prevent passage of fluids through joints. Factory fabricate corners, intersections, and directional changes.
1. Manufacturers: Subject to compliance with requirement, available manufacturers offering products that may be incorporated into the Work, include but are not limited to, the following:
 - a. BoMetals, Inc.
 - b. Greenstreak
 - c. Paul Murphy Plastics Company
 - d. Vinylex Corp.
 2. Profile: As indicated
- C. Self-Expanding Butyl Strip Waterstops: Manufactured rectangular or trapezoidal strip, butyl rubber with sodium bentonite or other hydrophilic polymers, for adhesive bonding to concrete, 3/4 by 1 inch (19 by 25 mm).
1. Products: Subject to compliance with requirement, available manufacturers offering products that may be incorporated into the Work, include but are not limited to, the following:
 - a. Carlisle Coatings & Waterproofing, Inc.; MiraSTOP
 - b. CETCO; Volclay Waterstop-RX
 - c. Concrete Sealants Inc.; Conseal CS-231
 - d. Greenstreak; Swellstop
 - e. Henry Company, Sealants Division; Hydro-Flex
 - f. JP Specialties, Inc.; Earth Shield Type 20

2.5 GROUT

- A. Non-Shrink, Non-Metallic Grout: The non-shrink grout shall be a factory pre-mixed grout and shall conform to ASTM C1107, "Standard Specification for Packaged Dry, Hydraulic-Cement Grout (Non-Shrink)." In addition, the grout manufacturer shall furnish test data from an independent laboratory indicating that the grout when placed at a fluid consistency shall achieve 95% bearing under a 4' x 4' base plate.
1. Products: Subject to compliance with requirements, provide one of the following:
 - a. "Euco-NS" Euclid Chemical Co.
 - b. "Five Star Grout" U.S. Grout Corp.
 - c. "Masterflow 713" BASF



- B. High Flow Grout: Where high fluidity and/or increased placing time is required, use high flow grout. The factory pre-mixed grout shall conform to ASTM C1107, "Standard Specification for Packages Dry, Hydraulic-Cement Grout (Non-shrink)." In addition, the grout manufacturer shall furnish test data from an independent laboratory indicating that the grout when placed at a fluid consistency shall achieve 95% bearing under a 18" x 36" base plate.

1. Products: Subject to compliance with requirements, provide one of the following:

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| a. | "Euco Hi-Flow Grout" | Euclid Chemical Co. |
| b. | "Masterflow 928" | BASF |
| c. | "Five Star Fluid Grout 100" | Five Star |

2.6 RELATED MATERIALS

- A. Granular Fill: Clean mixture of crushed stone or crushed or uncrushed gravel; ASTM D 1241, Size 57, with 100 percent passing a 1-1/2 inch sieve and 0 to 5 percent passing a No. 8 sieve.
- B. Fine-Graded Granular Material: Clean mixture of crushed stone, crushed gravel, and manufactured or natural sand; ASTM D 1241, Size 10, with 100 percent passing a 3/8 inch sieve, 10 to 30 percent passing a No. 100 sieve, and at least 5 percent passing No. 200 sieve; complying with deleterious substance limits of ASTM C 33 for fine aggregates.
- C. Non-slip Aggregate Finish: Provide fused aluminum oxide grits, or crushed emery, as abrasive aggregate for non-slip finish with emery aggregate containing not less than 40% aluminum oxide and not less than 25% ferric oxide. Use material that is factory-graded, packaged, rustproof and non-glazing, and is unaffected by freezing, moisture, and cleaning materials.
- D. Absorptive Cover: Burlap cloth made from jute or kenaf, weighing approximately 9 oz. per sq. yd., complying with AASHTO M 182, Class 2.
- E. Moisture-Retaining Cover: One of the following, complying with ASTM C 171.
1. Products: Subject to compliance with requirements, provide one of the following:
- | | |
|----|----------------------------|
| a. | Waterproof paper |
| b. | Polyethylene film |
| c. | Polyethylene-coated burlap |
- F. Curing Compounds: The compound shall conform to ASTM C 309. Limit VOC content to 130 g/L. Use water-based curing compound. For surfaces receiving both a curing compound and additional flooring, verify that the curing compound and additional flooring are compatible.

1. Products: Subject to compliance with requirements, provide one of the following:

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|----|--------------------|---------------------|
| a. | SealTight 1100 | W.R. Meadows |
| b. | Kurez W VOX | Euclid Chemical Co. |
| c. | Luster Seal WB STD | Euclid Chemical Co. |



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d. VOCOMP-25 W.R. Meadows

G. Curing & Sealing Compounds: Only specify for slabs that will remain exposed, i.e. will not receive additional flooring. The compound shall conform to ASTM C1315. Limit VOC content to 130 g/L. Use water-based curing compound.

1. Products: Subject to compliance with requirements, provide one of the following:

- a. Luster Seal WB STD Euclid Chemical Co.
- b. VOCOMP-25 W.R. Meadows

H. Sealers/Hardeners: For use on concrete surfaces that will remain exposed. Slabs that will receive additional flooring do not require sealing or hardening. Sealers and hardeners must conform to ASTM D1546, not yellow under ultra violet light after 500 hours of test in accordance with and have a maximum moisture loss of 0.039 grams per sq. cm. when applied at a coverage rate of 250 sq. ft. per gallon. Limit VOC content to 130 g/L. Use water- or vegetable-based product.

1. Products: Subject to compliance with requirements, provide one of the following:

- a. Kure-N-Harden BASF

I. For concrete floors subjected to heavy vehicular traffic use a Liquid Sealer/Densifier: The product must be a high performance, deeply penetrating concrete densifier conforming to ASTM C836; odorless, colorless, VOC - compliant, non-yellowing silicate based solution designed to harden, dustproof and protect and to resist black rubber tire marks on concrete surfaces. The compound must contain a minimum of 20% solids content of which 50% is silicate

J. Evaporation Retardant:

1. Products Subject to compliance with requirements, provide one of the following:

- a. "Eucobar" Euclid Chemical Co.
- b. "Confilm" BASF

K. Certify that all curing compounds, sealers and hardeners are compatible with all adhesive products intended for attaching co-lateral floor material. In conformance with ASTM F 710, coordination with flooring manufacturer is required to insure concrete coatings will not obstruct the bond between the concrete and the adhesive. Insure coatings and adhesives are "benignly compatible" -- in other words, do not combine substances whose constituents are reactive. Reactivity releases VOCs and /or other toxic fumes.

L. Crack Sealer: Elastomeric liquid crack sealer resistant to water, gasoline, oil and salts.

1. Products: Subject to compliance with requirements, provide one of the following:



- a. "Plasti-seal" Euclid Chemical Co.
- M. Underlayment Compound: Free flowing, self-leveling, pumpable cementitious base compound.
1. Products: Subject to compliance with requirements, provide the following:
- a. "Flo-Top 90 or Super Flo-Top" Euclid Chemical Co.
b. "Ardex" Ardex Co.
c. "Underlayment 110" Master Builders
- N. Bonding Admixture: The compound shall be a latex, non-rewettable type.
1. Products: Subject to compliance with requirements, provide one of the following:
- a. "Flex-Con" Euclid Chemical Co.
b. "Daraweld C" W.R. Grace
c. "SBR Latex" Euclid Chemical Co.
- O. High Strength Polymer Repair Mortar: For form and pouring or large horizontal repairs, provide the flowable on-part, high strength repair mortar.
1. Products: subject to compliance with requirements, provide the following:
- a. "Eucocrete" The Euclid Chemical Co.
b. "Euco Speed MP" (Cold Weather) The Euclid Chemical Co.
c. "Emaco R" Master Builders.
- P. Bonding Agent: ASTM C 1059/C 1059M, Type II, non-redispersible, acrylic emulsion or styrene butadiene.
- Q. Epoxy Bonding Adhesive: ASTM C 881, two-component epoxy resin, capable of humid curing and bonding to damp surfaces, of class suitable for application temperature and of grade to suit requirements, and as follows:
1. Type IV for bonding hardened concrete to hardened concrete, and Type V for bonding freshly mixed concrete to hardened concrete.
- R. Reglets: Fabricate reglets of not less than 0.022 inch thick, galvanized-steel sheet. Temporarily fill or cover face opening of reglet to prevent intrusion of concrete or debris.
- S. Dovetail Anchor Slots: Hot-dip galvanized-steel sheet, not less than 0.034 inch thick, with bent tab anchors. Temporarily fill or cover face opening of slots to prevent intrusion of concrete or debris.
- T. Vapor Barrier: Provide vapor barrier which conforms to ASTM E 1745, Class A or B. The membrane shall have a water-vapor permeance rate no greater than 0.012 perms when tested in accordance with ASTM E 154, Section 7. The vapor barrier shall be placed over prepared base



material where indicated below slabs on grade. Vapor barrier shall be no less than 10 mil thick in accordance with ACI 302.1R. Preferred vapor barriers will be manufactured from post-consumer recycled polymers.

1. Products: Subject to compliance with requirements, provide one of the following:

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|----|---|----------------------|
| a. | "Stego Wrap (15 mil) Vapor Barrier" | Stego Industries LLC |
| b. | "Griffolyn Vaporguard" | Reef Industries |
| c. | "Premoulded Membrane with
Plastmatic Core" | W.R. Meadows. |

U. Expansion Joint Filler: ASTM D 1751.

1. Products: Subject to compliance with requirements, provide one of the following:

- | | | |
|----|---|------------------|
| a. | "Homex 300" | Homasote Company |
| b. | "Standard Cork Expansion
Joint Filler" | A.P.S. Cork |
| c. | "Fibre Expansion Joint" | W.R. Meadows |

V. Water: Potable.

2.7 PROPORTIONING AND DESIGN OF MIXES

A. Preparation of Design Mixes

1. All mix designs shall be proportioned in accordance with Section 5.3, "Proportioning on the Basis of Field Experience and/or Trial Mixtures" of ACI 318 and prepared by a licensed testing laboratory approved by the City of New York, but paid for by the contractor. Submit mix designs on each class of concrete for review.
2. If previously used mixes are submitted, all materials shall be from the same sources and with the same brand names as the previously utilized mix.
3. If trial batches are used, the mix design shall be prepared by an independent testing laboratory and shall achieve an average compressive strength 1200 psi higher than the specified strength. This over-design shall be increased to 1400 psi when concrete strengths of 5000 or more are used.
4. The proposed mix designs shall be accompanied by complete standard deviation analysis or trial mixture test data.

B. 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.

- C. Submit each proposed mix to the Commissioner and Structural Engineer for review at least 5 days prior to the pre-concrete conference. Do not begin concrete production until Commissioner and Engineer of Record has reviewed and approved mixes.
1. Submit Test reports for any pozzolans or slags indicating compliance with ASTM C 618 or ASTM C 989, respectively.
 2. Provide cut sheets clearly indicating the percentages of pozzolans or slags used in the mix design as replacement for Portland cement. Or, if cut sheets are not available, obtain a written affidavit from the manufacturer stating the percentage.
 3. Test reports for recycled aggregate indicating compliance with ASTM C 33. Provide cut sheets clearly indicating the percentage of aggregates used that are recycled. Or, if cut sheets are not available, obtain a written affidavit from the manufacturer stating the recycled content percentage and source or sources of the material.
 4. Provide cut sheets clearly indicating the percentage of sub-base and filler aggregate materials that are recycled. Or, if cut sheets are not available, obtain a written affidavit from the manufacturer stating the recycled content percentage and source or sources of the material.
- D. Design mixes to provide concrete with strength as indicated on drawings and schedules.
- E. Adjustment to Concrete Mixes: Mix design adjustments may be requested by Contractor when characteristics of materials, job conditions, weather, test results, or other circumstances warrant; at no additional cost to The City of New York and as accepted by Commissioner and Engineer of Record. Laboratory test data for revised mix design and strength results must be submitted to and accepted by Commissioner and Engineer of Record before using in work.
- F. Admixtures:
1. Use water-reducing admixture or high range water-reducing admixture (superplasticizer) in all concrete as required for placement and workability.
 2. Use non-corrosive, non-chloride accelerating admixture in concrete slabs placed at ambient temperatures below 50°F (10°C).
 3. Use high-range water-reducing admixture in pumped concrete, architectural concrete, parking structure slabs, fiber concrete, concrete required to be watertight, concrete with ultimate strength of 5,000 psi or more, and concrete with water/cement ratios below 0.50.
 4. Use air-entraining admixture in exterior exposed concrete, unless otherwise indicated. Add air-entraining admixture at manufacturer's prescribed rate to result in concrete at point of placement having total air content with a tolerance of plus-or-minus 1-1/2 percent within following limits:
 - a. Concrete structures and slabs exposed to freezing and thawing or deicer chemicals.
 - 1) 4.5 percent (moderate exposure); 5.5 percent (severe exposure) 1-1/2" max. aggregate 4.5 percent (moderate exposure); 6.0 percent (severe exposure) 1" max. aggregate.



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- 2) 5.0 percent (moderate exposure); 6.0 percent (severe exposure) 3/4" max. aggregate.
 - 3) 5.5 percent (moderate exposure); 7.0 percent (severe exposure) 1/2" max. aggregate.
 - b. Other Concrete: (not exposed to freezing, thawing, or hydraulic pressure): 2 percent to 4 percent air.
 - c. Interior concrete subjected to vehicular traffic: 3 percent maximum.
 5. Use admixtures for water-reducing and set-control in strict compliance with manufacturer's directions.
- G. Water-Cement Ratio: Provide concrete for following conditions with maximum water-cement (W/C) ratios as follows:
1. Concrete for precast slabs, precast beams, structural topping slab, caisson caps, caissons, poured in place slabs and grade beams, columns and walls, over water, on ground or exposed to weather: W/C 0.40.
 2. Concrete on metal deck:
 - a. With specified minimum compressive strength not greater than 5,000 psi: 0.40.
 - b. With specified minimum compressive strength not greater than 7,000 psi: 0.35.
 3. "Quick Dry" Concrete: 0.40.
 4. Subjected to freezing and thawing; W/C 0.50.
 5. Subjected to deicers/watertight: W/C 0.45.
 6. Reinforced concrete subjected to brackish water, salt spray or deicers; W/C 0.40.
- H. Slump Limits: Proportion and design mixes to result in concrete slump at point of placement as follows:
1. Ramp slabs and sloping surfaces: Not more than 3".
 2. Reinforced foundation systems, including mud slabs below hydrostatic slabs: Not less than 1" and not more than 3".
 3. Concrete containing HRWR admixture (superplasticizer): Not more than 9" unless otherwise approved by the Commissioner. The concrete shall arrive at the job site at a slump of 2" to 3" (3" to 4" for concrete receiving a "shake-on" hardener or lightweight concrete), be verified, then the high-range water-reducing admixture added to increase the slump to the approved level.
 4. Other Concrete: Not less than 1" or more than 4".
- I. Chloride Ion Level: Chloride ion content of aggregate shall be tested by the laboratory making the trial mixes. The total chloride ion content of the mix including all constituents shall not exceed the limitations set forth in Table 4.4.1 of ACI 318 for concrete subjected to deicers or exposed to chloride in service (0.15% chloride ions by weight of cement).

2.8 CONCRETE MIXING

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- A. Ready-Mix Concrete: Comply with requirements of ASTM C 94, and as herein specified.
- B. Provide batch ticket for each batch discharged and used in work, indicating project identification name and number, date, mix type, mix time, quantity, and amount of water introduced.
- C. During hot weather, or under conditions contributing to rapid setting of concrete, a shorter mixing time than specified in ASTM C 94 may be required. When air temperature is between 85°F (30°C) and 90°F (32°C), reduce maximum mixing and delivery time from 1-1/2 hours to 75 minutes, and when air temperature is above 90°F (32°C), reduce maximum mixing and delivery time to 60 minutes.
- D. No water shall be added after mixing to concrete containing HRWR (Superplasticizer). If loss of slump occurs, the concrete treated with HRWR may be redosed as long as a "flash set" has not occurred. Redosage procedures must be discussed and approved by the Engineer of Record and the manufacturer.

PART 3 - EXECUTION

3.1 GENERAL

- A. Coordinate the installation of joint materials and vapor retarders with placement of forms and reinforcing steel.

3.2 INSPECTION

- A. Examine all work prepared by others to receive work of this section and report any defects affecting installation to the Contractor for correction. Commencement of work will be construed as complete acceptance of preparatory work by others.

3.3 CONCRETE

- A. Concrete shall develop the minimum compressive strengths shown on drawings at 28 days when sampled and tested in accordance with ASTM C 31 and C 39 with the maximum slump in accordance with the approved mix design.
- B. Concrete shall be in accordance with the requirements and specifications of "Building Code Requirements for Structural Concrete" as modified by the building code noted above.
- C. Fly Ash Concrete & Slag Concrete: Concrete mixes containing high volumes of fly ash or Slag have slower set times and may take up to 56 days to reach full strength. The Engineer of Record, agency responsible for concrete mix design, the Commissioner and the concrete subcontractor must coordinate to ensure that the form stripping schedule is consistent with the ability of the structure to support itself and all imposed construction loads.

3.4 FORMS



- A. Design formwork to maximize its reusability, reduce resources devoted to formwork construction and minimize waste generated. Where appropriate choose alternative formwork systems (refer to sections listed above).
- B. Design, erect, support, brace and maintain formwork to support vertical and lateral, static, and dynamic loads that might be applied until such loads can be supported by concrete structure. Construct formwork so concrete members and structures are of correct size, shapes, alignment, elevation and position. Maintain formwork construction tolerances complying with ACI 347. Provide Class A tolerances for concrete exposed to view. Provide Class C tolerances for other concrete surfaces.
- C. Design formwork to be readily removable without impact, shocks or damage to cast-in-place concrete surfaces and adjacent materials.
- D. Construct forms to size shapes, lines and dimensions shown, and to obtain accurate alignment, location, grades, level and plumb work in finished structures. Provide for openings, offsets, sinkages, keyways, recesses, moldings, rustications, reglets, chamfers, blocking, screeds, bulkheads, anchorages and inserts, and other features required in work. Use selected materials to obtain required finishes. Solidly butt joints and provide back- up at joints to prevent leakage of cement paste.
- E. Fabricate forms for easy removal without hammering or prying against concrete surfaces. Provide crush plates or wrecking plates where stripping may damage cast concrete surfaces. Provide top forms for inclined surfaces where slope is too steep to place concrete with bottom forms only. Kerf wood inserts for forming keyways, recesses, and the like, to prevent swelling and for easy removal.
- F. Provide temporary openings where interior area of formwork is inaccessible for cleanout, for inspection before concrete placement, and for placement of concrete. Securely brace temporary openings and set tightly to forms to prevent loss of concrete mortar. Locate temporary openings on forms at inconspicuous locations.
- G. Chamfer exposed corners and edges as indicated, using wood, metal, PVC or rubber chamfer strips fabricated to produce uniform smooth lines and tight edge joints.
- H. Provisions for Other Trades: Provide openings in concrete formwork to accommodate work of other trades. Determine size and location of openings, recesses and chases from trades providing such items. Accurately place and securely support items built into forms.
- I. Cleaning and Tightening: Thoroughly clean forms and adjacent surfaces to receive concrete. Remove chips, wood, sawdust, dirt or other debris just before concrete is placed. Retightening forms and bracing after concrete placement is required to eliminate mortar leaks and maintain proper alignment.

3.5 VAPOR BARRIER INSTALLATION



- A. Examine the condition of porous fill and remedy any unsatisfactory portions prior to installing vapor barriers.
- B. Sub-base material to be per above sections.
- C. Following leveling and tamping of sub-base for slabs on grade, place vapor barrier sheeting with longest dimension parallel with direction of pour.
- D. Lap joints 6" and seal with appropriate tape.
- E. After placement of moisture barrier, cover with granular material and compact to depth as shown on drawings.
- F. Avoid cutting or puncturing vapor barrier during reinforcement placement and concreting operations.

3.6 PLACING REINFORCEMENT

- A. Comply with Concrete Reinforcing Steel Institute's recommended practice for "Placing Reinforcing Bars", for details and methods of reinforcement placement and supports, and as herein specified.
- B. Clean reinforcement of loose rust and mill scale, earth, ice, and other materials, which reduce or destroy bond with concrete.
- C. Accurately position, support and secure reinforcement against displacement by formwork, construction, or concrete placement operations. Locate and support reinforcing by metal chairs, runners, bolsters, spacers, and hangers, as required.
- D. Place reinforcement to obtain at least minimum coverage's for concrete protection. Arrange, space and securely tie bars and bar supports to hold reinforcement in position during concrete placement operations. Set wire ties so ends are directed into concrete, not toward exposed concrete surfaces.
- E. Micro-Fibers: All concrete where indicated on the drawings shall contain the specified micro-fibers. Length shall be per the manufacturer's specification. The dosage rate shall be 1.0 – 1.6 lbs per cubic yard per the manufacturer's specification. Submit proposed dosage rate to Engineer of Record for review prior to concrete placement.
- F. Macro-Fibers: All concrete where indicated on the drawings shall contain the specified macro-fibers. Length shall be per the manufacturer's specification. The dosage rate shall be 3.0 – 5.0 lbs per cubic yard per the manufacturer's specification. Submit proposed dosage rate to Engineer of Record for review prior to concrete placement.
- G. Epoxy-coated reinforcing bars supported from formwork shall rest on coated wire bar supports. Reinforcing bars used as support bars shall be epoxy-coated. In walls having epoxy-coated reinforcing bars, spreader bars where specified by the Commissioner or Engineer of Record,



shall be epoxy-coated. Proprietary combination bar clips and spreaders used in walls with epoxy-coated reinforcing bars shall be made of corrosion-resistant material.

- H. Epoxy-coated reinforcing bars shall be fastened with nylon- , epoxy- , or plastic-coated tie wire, or other acceptable materials.
- I. Repair of damaged epoxy-coating: When required, damaged epoxy-coating shall be repaired with patching material conforming to ASTM A775. Repair shall be done in accordance with the patching material manufacturer's recommendations.
- J. Unless permitted by the Engineer of Record, epoxy-coated reinforcing bars shall not be cut in the field. When epoxy-coated reinforcing bars are cut in the field, the ends of the bars shall be coated with the same material used for repair of coating damage.

3.7 JOINTS

- A. Construction Joints: Locate and install construction joints as indicated, or if not indicated, locate so as not to impair strength and appearance of the structure, as acceptable to the Commissioner.
- B. Provide keyways at least 1-1/2" deep in construction joints in walls, slabs and between walls and footings; accepted bulkheads designed for this purpose may be used for slabs.
- C. Place construction joints perpendicular to main reinforcement. Continue reinforcement across construction joints, except as otherwise indicated.
- D. Waterstops: Provide waterstops in construction joints as indicated. Install waterstops to form continuous diaphragm in each joint. Make provisions to support and protect exposed waterstops during progress of work. Fabricate field joints in waterstops in accordance with manufacturer's printed instructions, using manufacturer's specified welding irons.
- E. Isolation Joints in Slabs-on-Ground: Construct isolation joints in slabs-on-ground at points of contact between slabs-on-ground and vertical surfaces, such as column pedestals and elsewhere as indicated.
 - 1. Joint filler and sealant materials are specified in the section for "Related Materials"
- F. Contraction (Control) Joints in Slabs-on-Ground: Maximum joint spacing shall be 36 times the slab thickness unless otherwise noted on the drawings. The dry cut saw shall be used immediately after final finishing and to a depth of 1-1/4". A conventional saw shall be used as soon as possible without dislodging aggregate and to a depth of 1/4 slab thickness.
 - 1. Joint sealant material is specified in the section for "Related Materials".

3.8 INSTALLATION OF EMBEDDED ITEMS



- A. General: Set and build into work anchorage devices and other embedded items required for other work that is attached to, or supported by, cast-in-place concrete. Use setting drawings, diagrams, instructions and directions provided by suppliers of items to be attached thereto.
- B. Edge Forms and Screed Strips for Slabs: Set edge forms or bulkheads and intermediate screed strips for slabs to obtain required elevations and contours in finished slab surface. Provide and secure units sufficiently strong to support types of screed strips by use of strike-off templates or accepted compacting type screeds.
- C. Embedded Plates at Foundation Walls: Install plate at top of forms so that exterior face of steel plate is level and plumb. Use construction documents for locations, sizes and elevations.

3.9 PREPARATION OF FORM SURFACES

- A. Clean re-used forms of concrete matrix residue, repair and patch as required to return forms to acceptable surface condition.
- B. If form-release compound is required, coat contact surfaces of forms with a form-coating compound *before* reinforcement is placed.
- C. Thin form-coating compounds only with thinning agent of type, and amount, and under conditions of form-coating compound manufacturer's directions. Do not allow excess form-coating material to accumulate in forms or to come into contact with in-place concrete surfaces against which fresh concrete will be placed. Apply in compliance with manufacturer's instructions.
- D. Coat steel forms with a non-staining, rust-preventative form oil or otherwise protect against rusting. Rust-stained steel formwork is not acceptable.

3.10 CONCRETE PLACEMENT

- A. Ready-mix concrete shall comply with the requirements of ASTM C 94 and ACI 304. All plant and transporting equipment shall comply with the concrete plant standards and truck mixer and agitator standards of the National Ready Mix Concrete Association.
- B. Cold weather mixing procedures shall be submitted to the Commissioner for approval.
- C. Notify the Commissioner and the City of New York's Inspector at least 36 hours (1 1/2 regular working days) before each pour so that forms and reinforcing may be examined. Do not place concrete until inspection has been made or waived.
- D. Preplacement Inspection: Before placing concrete, inspect and complete formwork installation, reinforcing steel, and items to be embedded or cast-in. Notify other crafts to permit installation of their work; cooperate with other trades in setting such work. Moisten wood forms immediately before placing concrete where form coatings are not used.



1. Apply temporary protective covering to lower 2' of finished walls adjacent to poured floor slabs and similar conditions, and guard against spattering during placement.
- E. General: Comply with ACI 304 "Recommended Practice for Measuring, Mixing, Transporting, and Placing Concrete," and as herein specified.
1. Deposit concrete continuously or in layers of such thickness that no concrete will be placed on concrete which has hardened sufficiently to cause the formation of seams or planes of weakness. If a section cannot be placed continuously, provide construction joints as herein specified. Deposit concrete as nearly as practicable to its final location to avoid segregation.
- F. Placing Concrete in Forms: Deposit concrete in forms in horizontal layers not deeper than 18" and in a manner to avoid inclined construction joints. Where placement consists of several layers, place each layer while preceding layer is still plastic to avoid cold joints. Use internal vibrators penetrating both the top and preceding layers.
- G. Consolidate placed concrete by mechanical vibrating equipment supplemented by hand-spading, rodding or tamping. Use equipment and procedures for consolidation of concrete in accordance with ACI recommended practices.
- H. Use and type of vibrators shall conform to ACI 309 "Recommended Practice for Consolidation of Concrete." Do not use vibrators to transport concrete inside forms. Insert and withdraw vibrators vertically at uniformly spaced locations not farther than visible effectiveness of machine. Place vibrators to rapidly penetrate placed layer and at least 6" into preceding layer. Do not insert vibrators into lower layers of concrete that have begun to set. At each insertion limit duration of vibration to time necessary to consolidate concrete and complete embedment of reinforcement and other embedded items without causing segregation of mix.
- I. Placing Concrete Slabs: Deposit and consolidate concrete slabs in a continuous operation, within limits of construction joints, until the placing of a panel or section is completed.
- J. Consolidate concrete during placing operations so that concrete is thoroughly worked around reinforcement and other embedded items and into corners.
- K. Slabs: Bring slab surfaces to correct level with straightedge and strikeoff. Use highway straightedge, bull floats or darbies to smooth surface free of humps or hollows. Do not disturb slab surfaces prior to beginning finishing operations. See also "MONOLITHIC SLAB FINISHES" below.
- L. Maintain reinforcing in proper position during concrete placement operations.
- M. Cold Weather Placing: Protect concrete work from physical damage or reduced strength which could be caused by frost, freezing actions, or low temperatures, in compliance with ACI 306 and as herein specified.



1. When air temperature has fallen to or is expected to fall below 40°F (4°C), uniformly heat water and aggregates before mixing to obtain a concrete mixture temperature of not less than 50°F (10°C), and not more than 80°F (27°C) at point of placement.
2. Do not use frozen materials or materials containing ice or snow. Do not place concrete on frozen subgrade or on subgrade containing frozen materials.
3. Use only a non-corrosive, non-chloride accelerator. Calcium chloride, thiocyanates or admixtures containing more than 0.05% chloride ions are NOT permitted.
4. Care must be taken to store water-based curing and sealing compounds where they will not freeze. In most cases, they cannot be reconstituted after thawing.

N. Hot Weather Placing: When hot weather conditions exist that would seriously impair quality and strength of concrete, place concrete in compliance with ACI 305 and as herein specified.

1. Cool ingredients before mixing to maintain concrete temperature at time of placement below 90°F (32°C). Mixing water may be chilled, or chopped ice may be used to control temperature provided water equivalent of ice is calculated to total amount of mixing water. Use of liquid nitrogen to cool concrete is Contractor's option.
2. Cover reinforcing steel with water-soaked burlap if it becomes too hot, so that steel temperature will not exceed the ambient air temperature immediately before embedment in concrete.
3. Fog spray forms, reinforcing steel and subgrade just before concrete is placed.

3.11 FINISH OF FORMED SURFACES

- A. Concrete mixes containing pozzolans or slags do not set at the same rate or with the same bleed water characteristic as plain Portland cement. Therefore attention must be directed to the proper procedures. Refer to ACI 232.2R and ACI 301.
- B. Rough Form Finish: For formed concrete surface not exposed-to-view in the finish work or by other construction, unless otherwise indicated. This is the concrete surface having texture imparted by form facing material used, with tie holes and defective areas repaired and patched and fins and other projections exceeding 1/4" in height rubbed down or chipped off.
- C. Smooth Form Finish: For formed concrete surfaces exposed-to-view, or that are to be covered with a coating material applied directly to concrete, or a covering material applied directly to concrete, such as waterproofing, damp-proofing, painting or other similar system. This is as-cast concrete surface obtained with selected form facing material, arranged orderly and symmetrically with a minimum of seams. Repair and patch defective areas with fins or other projections completely removed and smoothed. Follow all requirements in ACI 301, Chapter 10 for smooth form finish. Surface preparation for surfaces receiving waterproofing must be approved by the waterproofing manufacturer prior to construction.

3.12 FLOOR FLATNESS/LEVELNESS TOLERANCES



- A. FF defines the maximum floor curvature allowed over 24 in. Computed on the basis of successive 12 in. (300 mm) elevation differentials, FF is commonly referred to as the "Flatness F-Number".
- B. FL defines the relative conformity of the floor surface to a horizontal plane as measured over a 10 ft. (3.05 m) distance commonly referred to as the "Levelness F-Number".
- C. All floors shall be measured within 72 hours of being poured and in accordance with ASTM E 1155 "Standard Test Method for Determining Floor Flatness and Levelness Using the "F Number" System (Inch-Pound Units).
- D. All slabs shall achieve the specified overall tolerance. The minimum local tolerance (1/2 bay or as designated by the Commissioner) shall be 2/3 of the specified tolerances.
- E. All elevated slabs shall achieve the specified FL tolerance before the removal of the forms.
- F. All slabs on metal deck shall achieve the specified FF.

3.13 MONOLITHIC SLAB FINISHES

- A. **Float Finish:** Apply float finish to slabs at crawl spaces, unless otherwise noted. After screeding, consolidating, and leveling concrete slabs, do not work surface until ready for floating. Begin floating when surface water has disappeared or when concrete has stiffened sufficiently to permit operation of power-driven floats, or both. Consolidate surface with power-driven floats, or by hand-floating if area is small or inaccessible to power units. Cut down high spots and fill low spots. Uniformly slope surfaces to drains. Immediately after leveling, refloat surface to a uniform, smooth, granular texture. Surface shall achieve an FF 20 - FL 17 tolerance.
- B. **Trowel Finish:** Apply trowel finish to monolithic slab surfaces to be exposed-to-view, and slab surfaces to be covered with resilient flooring, carpet, ceramic or quarry tile, paint, or other thin film finish coating system, unless otherwise noted. After floating, begin first trowel finish operation using a power-driven trowel. Begin final troweling when surface produces a ringing sound as trowel is moved over surface. Consolidate concrete surface by final hand-troweling operation, free of trowel marks, uniform in texture and appearance and with a surface leveled to an FF 25/ FL 20 tolerance (FL17 for elevated slabs). Grind smooth surface defects, which would telegraph through applied floor covering system.
- C. **Trowel and Fine Broom Finish:** Where ceramic or quarry tile is to be installed with thin-set mortar, and slab surfaces which are to be covered with membrane or elastic waterproofing, or sand-bed terrazzo, and as otherwise indicated, apply single trowel finish as specified, then immediately follow with slightly scarifying surface by fine brooming. Surface preparation for surfaces receiving waterproofing must be approved by the waterproofing manufacturer prior to construction
- D. **Sealers, Hardeners and Liquid Densifiers:** Apply a coat of the specified compound to all EXPOSED interior concrete floors where indicated on the drawings. This surface must be continuously moist cured by a method satisfactory to the Commissioner. Apply and



mechanically scrub compound into the floor in strict accordance with the manufacturer's printed instructions.

3.14 CONCRETE CURING AND PROTECTION

- A. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures.
1. Start initial curing as soon as free water has disappeared from concrete surface after placing and finishing. Weather permitting, keep continuously moist for not less than 7 days.
 2. Begin final curing procedures immediately following initial curing and before concrete has dried. Continue final curing for at least 7 days in accordance with ACI 301 procedures. Avoid rapid drying at end of final curing period.
 3. In order to avoid plastic or drying shrinkage cracks during warm, dry or windy weather, ACI 302 and ACI 308 shall be followed using wind breaks and sun shades when recommended. Evaporation retardant shall be as specified in Section 2.04.
 4. Care must be taken to store water based curing and sealing compounds where they will not freeze. In most cases, they cannot be reconstituted after thawing.
- B. Curing Methods: Perform curing of concrete by moisture curing, moisture-retaining cover curing, curing and sealing compound, and by combinations thereof, as herein specified.
1. Provide moisture curing by following methods.
 - a. Keep concrete surface continuously wet by covering with water.
 - b. Continuous water-fog spray.
 - c. Covering concrete surface with specified absorptive cover, thoroughly saturating cover with water and keeping continuously wet. Place absorptive cover to provide coverage of concrete surfaces and edges, with 4" lap over adjacent absorptive covers.
 2. Provide moisture-retaining cover curing as follows:
 - a. Cover concrete surfaces with moisture-retaining cover for curing concrete, placed in widest practicable width with sides and ends lapped at least 3" and sealed by waterproof tape or adhesive. Immediately repair any holes or tears during curing period using cover material and waterproof tape.
 3. Provide curing and sealing compound to exposed interior slabs not receiving additional flooring. A clear curing and sealing compound shall be used on exterior slabs, sidewalks and curbs not receiving a penetrating sealer.
 4. Use the specified curing compound on surfaces to be covered with finish or coating material applied directly to concrete, such as liquid densifier/sealer, waterproofing, dampproofing, membrane roofing, flooring, painting, and other coatings and finish materials. Apply compound in accordance with manufacturer's direction.



- C. **Curing Formed Surfaces:** Cure formed concrete surfaces, including undersides of beams, supported slabs and other similar surfaces by moist curing with forms in place for full curing period or until forms are removed. If forms are removed, continue curing by methods specified above, as applicable.
- D. **Curing Unformed Surfaces:** Cure unformed surfaces, such as slabs, floor topping, and other flat surfaces by application of the specified curing compound or a continuous moist curing method approved by the Commissioner.
- E. **Certify that all curing compounds, sealers and hardeners are compatible with all adhesive products intended for attaching co-lateral floor material. In conformance with ASTM F710, coordination with flooring manufacturer is required to insure concrete coatings will not obstruct the bond between the concrete and the adhesive. In addition, insure coatings and adhesives are "benignly compatible" -- in other words, do not combine substances whose constituents are reactive.**
- F. **Sealer and Dustproofers:** Apply a second coat of the specified curing and sealing compound to exposed interior slabs not subjected to vehicular traffic, noted on the drawings. These slabs must have received an initial coat of the curing and sealing compound.

3.15 SHORES AND SUPPORTS

- A. **Comply with ACI 347 for shoring and reshoring in multistory construction, and as herein specified.**
- B. **Extend shoring from ground to roof for structures 4 stories or less, unless otherwise permitted.**
- C. **Extend shoring generally at least 4 floors under floor or roof being placed for structures over 5 stories. Shore floor directly under floor or roof being placed, so that loads from construction above will transfer directly to these shores. Space shoring in stories below this levels in such a manner that no floor or member will be excessively loaded or will induce tensile stress in concrete members where no reinforcing steel is provided. Extend shores beyond minimums to ensure proper distribution of loads throughout structure. Contractor shall provide the services of a registered Professional Engineer to design the shoring, and determine timing of removal.**
- D. **Remove shores and reshore in a planned sequence to avoid damage to partially cured concrete. Locate and provide adequate reshoring to safely support work without excessive stress or deflection.**
- E. **Keep reshores in place a minimum of 15 days after placing upper tier, and longer if required, until concrete has attained its required 28-day strength and heavy loads due to construction operations have been removed.**

3.16 REMOVAL OF FORMS



- A. Formwork not supporting weight of concrete, such as sides of beams, walls, columns, and similar parts of the work, may be removed after cumulatively curing at not less than 50°F (10°C) for 12 hours after placing concrete, provided concrete is sufficiently hard to not be damaged by form removal operations, and provided curing and protection operations are maintained.
- B. Formwork supporting weight of concrete, such as beam soffits, joints, slabs and other structural elements, may not be removed in less than 14 days and until concrete has attained design minimum compressive strength at 28-days. Determine potential compressive strength of in-place concrete by testing field-cured specimens representative of concrete location or members.
- C. Form facing material may be removed 4 days after placement, only if shores and other vertical supports have been arranged to permit removal of form facing material without loosening or disturbing shores and supports.

3.17 RE-USE OF FORMS

- A. Clean and repair surfaces of forms to be re-used in work. Split, frayed, delaminated or otherwise damaged form facing material will not be acceptable for exposed surfaces. Apply new form coating compound as specified for new formwork.
- B. When forms are intended for successive concrete placement, thoroughly clean surfaces, remove fins and laitance, and tighten forms to close joints. Align and secure joint to avoid offsets. Do not use "patched" forms for exposed concrete surfaces, except as acceptable to Commissioner.

3.18 MISCELLANEOUS CONCRETE ITEMS

- A. Filling-In: Fill-in holes and openings left in concrete structures for passage of work by other trades, unless otherwise shown or directed, after work of other trades is in place. Mix, place and cure concrete as herein specified, to blend with in-place construction. Provide other miscellaneous concrete filling shown or required to complete work.
- B. Curbs: Provide monolithic finish to interior curbs by stripping forms while concrete is still green and steel-troweling surfaces to a hard, dense finish with corners, intersections and terminations slightly rounded.
- C. Equipment Bases and Foundations: Provide machine and equipment bases and foundations, as shown on drawings. Set anchor bolts for machines and equipment to template at correct elevations, complying with certified diagrams or templates of manufacturer furnishing machines and equipment.
- D. Grout base plates and foundations as indicated using specified free-flowing non-shrink grout. Use non-metallic grout for exposed conditions, unless otherwise indicated.
- E. Where high fluidity and/or increased placing time is required use the specified high flow grout. This grout shall be used for all base plates larger than 10 square feet.



- F. Steel Pan Stairs: Provide concrete fill for steel pan stair treads and landings and associated items. Cast-in safety inserts and accessories as shown on drawings. Screeds, tamp, and finish concrete surfaces as scheduled.
- G. Reinforced Masonry: Provide concrete grout for reinforced masonry lintels and bond beams where indicated on drawings and as scheduled. Maintain accurate location of reinforcing steel during concrete placement.

3.19 CONCRETE SURFACE REPAIRS

- A. Prior to all repairs, an as-built condition sketch and method of repair must be submitted to the Commissioner and Engineer of Record for review and approval.
- B. Patching Defective Areas: Repair and patch defective areas with cement mortar immediately after removal of forms, when acceptable to Commissioner.
- C. Cut out honeycomb, rock pockets, voids over 1/4" in any dimension, and holes left by tie rods and bolts, down to solid concrete but, in no case to a depth of less than 1". Make edges of cuts perpendicular to the concrete surface. Thoroughly clean, dampen with water, and brush-coat the area to be patched with a bonding grout containing the specified bonding admixture. Place patching mortar after while bonding grout is still tacky.
- D. For exposed-to-view surfaces, blend white Portland cement and standard Portland cement so that, when dry, patching mortar will match color surrounding. Provide test areas at inconspicuous location to verify mixture and color match before proceeding with patching. Compact mortar in place and strike-off slightly higher than surrounding surface.
- E. Repair of Formed Surfaces: Remove and replace concrete having defective surfaces if defects cannot be repaired to satisfaction of the Commissioner. Surface defects, as such, include color and texture irregularities, cracks, spalls, air bubbles, honeycomb, rock pockets; fins and other projections on surface; and stains and other discoloration's that cannot be removed by cleaning. Flush out form tie holes, fill with dry pack mortar, or pre-cast cement cone plugs secured in place with bonding agent.
- F. Repair concealed formed surfaces, where possible, that contain defects that affect the durability of concrete. If defects cannot be repaired, remove and replace concrete.
- G. Repair of Unformed Surfaces: Test unformed surfaces, such as monolithic slabs, for smoothness and verify surface plane to tolerances specified for each surface and finish. Correct low and high areas as herein specified. Test unformed surfaces sloped to drain for tureens of slope, in addition to smoothness, using a template having required slope.
- H. Repair finished unformed surfaces that contain defects, which affect durability of concrete. Surface defects, as such, include crazing, cracks in excess of 0.01" wide or which penetrate to reinforcement or completely through non-reinforced sections regardless of width, spalling, pop-outs, honeycomb, rock pockets, and other objectionable conditions.



- I. Correct high areas in unformed surfaces by grinding, after concrete has cured at least 14 days, except at hydrostatic slabs.
 - J. Correct low areas in unformed surfaces during or immediately after completion of surface finishing operations by cutting out low areas and replacing with fresh concrete. Finish repaired areas to blend into adjacent concrete. The specified underlayment compound or repair topping may be used when acceptable to Commissioner.
 - K. Repair defective areas, except random cracks and single holes not exceeding 1" diameter, by cutting out and replacing with fresh concrete. Remove defective areas to sound concrete with clean, square cuts and expose reinforcing steel with at least 3/4" clearance all around. Dampen concrete surfaces in contact with patching concrete and apply bonding compound. Mix patching concrete of same materials to provide concrete of same type or class as original concrete. Place, compact and finish to blend with adjacent finished concrete. Cure in the same manner as adjacent concrete.
 - L. Repair isolated random cracks and single holes not over 1" in diameter by dry-pack method. Groove top of cracks and cutout holes to sound concrete and clean of dust, dirt and loose particles. Dampen cleaned concrete surfaces and apply bonding compound. Mix dry-pack, consisting of one part Portland cement to 2-1/2 parts fine aggregate passing a No. 16 mesh sieve, using only enough water as required for handling and placing. Place dry-pack after bonding compound has dried. Compact dry-pack mixture in place and finish to match adjacent concrete. Keep patched area continuously moist for not less than 72 hours.
 - M. Structural Repair: All structural repairs shall be made with prior approval of the Engineer of Record as to method and procedure, using the specified polymer repair mortar and/or specified epoxy adhesive. Where epoxy injection procedures must be used, an approved low viscosity epoxy made by the manufacturers previously specified shall be used. In addition, all cracks shall be filled with the specified crack sealer or other method as approved by the Engineer of Record. All garage slabs shall be repaired prior to the slab being treated with the specified penetrating anti-spalling sealer.
 - N. Underlayment Application: Leveling of floors for subsequent finishes may be achieved by use of specified underlayment material. Underlayment application shall achieve the tolerances specified in "MONOLITHIC SLAB FINISHES" above.
 - O. Specified Polymer Horizontal Repair Mortar: All exposed floors shall be leveled, where required, with the specified self-leveling repair topping.
 - P. Repair Methods not specified above may be used, subject to acceptance of Commissioner.
- 3.20 FOUNDATION WALLS
- A. The contractor shall form and leave openings in walls as shown on drawings and approved shop drawings for work of other contractors. These openings shall be temporarily closed and when so directed, the contractor shall point up in solid and neat manner with waterproofed cement.



3.21 WORK IN CONNECTION WITH OTHER TRADES AND CONTRACTS

- A. Sleeves, pockets, openings, etc., shall be set in the concrete walls and arches as required for the mechanical trades as shown on approved shop drawings; these shall be encased or built into the concrete work and shall be properly placed and secured in position in the forms before concrete is placed.
- B. Provide all chases, pipe slots, etc., required for the mechanical trades (see mechanical drawings), constructed as shown on the approved shop drawings.
- C. Leave temporary access panels where required to install mechanical equipment as required by trade affected. Panels shall be formed with construction joints as specified. Details for such panels shall be submitted to Commissioner for approval.
- D. Coordinate all penetrations, cutting, and patching with waterproofing contractor.

3.22 CUTTING AND PATCHING

- A. Contractor for concrete work shall be responsible for all cutting, removing and patching work where concrete surfaces are not installed within the limits shown on the drawings or specified herein. All such work shall meet with the approval of the Commissioner or Engineer of Record.
- B. Where cutting and patching is required to accommodate the work of other subcontractors, such cutting shall be done at the expense of said subcontractors but shall be performed by the contractor for concrete work.
- C. The location and extent of cutting in completed concrete work and the patching thereof shall meet with the approval of the Commissioner or Engineer of Record.

3.23 QUALITY CONTROL TESTING DURING CONSTRUCTION

- A. Employ a testing laboratory to perform tests and to submit test reports.
- B. Sampling and testing for quality control during placement of concrete may include the following, as directed by Commissioner.
 - 1. Sampling Fresh Concrete: ASTM C 172, except modified for slump to comply with ASTM C 94.
 - 2. Slump: ASTM C 143; one test at point of discharge for each truck; additional tests when concrete consistency seems to have changed.
 - 3. Air Content: ASTM C 173, volumetric method for lightweight or normal weight concrete; ASTM C 231 pressure method for normal weight concrete; one for each truck of air-entrained concrete.
 - 4. Concrete Temperature: Test hourly when air temperature is 40°F (4°C) and below, and when 80°F (27°C) and above; and each time a set of compression test specimens made.



5. Compression Test Specimen: ASTM C 31; one set of 5 standard cylinders for each compressive strength test, unless otherwise directed. Mold and store cylinders for laboratory cured test specimens except when field-cure test specimens are required.
6. Compressive Strength Tests: ASTM C 39; one set for each day's pour exceeding 25 cu. yds. plus additional sets for each 50 cu. yds. over and above the first 25 cu. yds. of each concrete class placed in any one day; one specimens tested at 7 days, three specimens tested at 28 days, and one specimens retained in reserve for later testing if required.
 - a. When frequency of testing will provide less than 5 strength tests for a given class of concrete, conduct testing from at least 5 randomly selected batches or from each batch if fewer than 5 are used.
 - b. When strength of field-cured cylinders is less than 85 percent of companion laboratory-cured cylinders, evaluate current operations and provide corrective procedures for protecting and curing the in-place concrete.
 - c. Strength level of concrete will be considered satisfactory if averages of sets of three consecutive strength test results equal or exceed specified compressive strength, and no individual strength test result falls below specified compressive strength by more than 500 psi.
7. Water Cement Ratio Test: Check water content of concrete in accordance with 'Standard Method of Test for Water Content of Freshly Mixed Concrete Using Microwave Oven Drying, AASHTO DESIGNATION: TP 23, SHRP DESIGNATION: 2027' for testing procedure.
8. Test results will be reported in writing to Commissioner, Engineer of Record, and Contractor within 24 hours after tests. Reports of compressive strength tests shall contain the project identification name and number, date of concrete placement, name of concrete testing service, concrete type and class, location of concrete batch in structure, design compressive strength at 28 days, concrete mix proportions and materials; compressive breaking strength and type of break for both 7-day tests and 28-day tests.
 - a. Non Compliance: All test reports indicating non-compliance shall be faxed immediately to all parties on the test report distribution list and the hard copies submitted on different colored paper.
 - b. Nondestructive Testing: Windsor probes, sonoscope, or other non-destructive device may be permitted but shall not be used as the sole basis for acceptance or rejection.
9. Additional Tests: The testing service will make additional tests of in-place concrete when test results indicate specified concrete strengths and other characteristics have not been attained in the structure, as directed by Commissioner. Testing service may conduct tests to determine adequacy of concrete by cored cylinders complying with ASTM C 42, or by other methods as directed. Contractor shall pay for such tests when unacceptable concrete is verified.

3.24 WASTE MANAGEMENT



- A. Separate and recycle waste materials in accordance with the Section 017419 Construction Waste Management and Disposal and to the maximum extent feasible.
- B. Collect cut off steel and discarded reinforcement steel and place in area for recycling.
- C. Place materials defined as hazardous or toxic waste in designated containers.
- D. Use trigger operated spray nozzles for water hoses and closed loop system to reduce water consumption.
- E. Reusable forms should be cleaned immediately after removal and non-reusable forms recycled to the maximum extent economically feasible.
- F. Incorporate crushed concrete or masonry materials in sub-base to the maximum extent feasible in accordance with sub-base specifications.
- G. Before concrete pours, designate location or uses for excess concrete. Options include:
 - 1. Additional paving
 - 2. Post footing anchorage
 - 3. Landscaping -- site concrete features
 - 4. Flowable fill
- H. To avoid contamination of the local landscape, before concrete pours, designate a location for cleaning out concrete trucks where run-off can be contained, reused or incorporated. Options include:
 - 1. Company owned site for that purpose
 - 2. On-site area to be paved later in project

END OF SECTION



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SECTION 042000

UNIT MASONRY

PART 1 GENERAL

1.1 GENERAL REQUIREMENTS

- A. Work of this Section, as shown or specified, shall be in accordance with the requirements of the Contract Documents.

1.2 LEED BUILDING - GENERAL REQUIREMENTS

- A. The City of New York requires the Contractor to implement practices and procedures to meet the project's environmental goals, which include achieving a LEED™ Silver Green Building rating. Specific project goals which may impact this area of work are listed in the applicable paragraphs of this specification section. The Contractor shall ensure that the requirements related to these goals, 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.

1.3 SECTION INCLUDES

- A. Work of this Section includes all labor, materials, equipment and services necessary to complete the unit masonry work as shown on the drawings and/or specified herein, including but not necessarily limited to the following:
 1. Concrete block walls and partitions.
 2. Face brick to match existing.
 3. Masonry repair.
 4. Metal joint reinforcing, anchors, ties, weeps, closures and related accessories for masonry.
 5. Control and expansion joints in masonry, filled with joint fillers.
 6. Thru-wall flashing.
 7. Mortar net.
 8. Chases, recesses, pockets and openings in masonry as required for installation of work by others.
 9. Building in of items furnished by others into masonry, including access doors, door frames, anchors, sleeves and inserts, and other similar items to be embedded in masonry.



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10. Grouting in of metal items built into masonry work.
11. Protection, pointing and cleaning of masonry.

1.4 RELATED SECTIONS

- A. Concrete - Section 033000.
- B. Building insulation - Section 072100.
- C. Metal flashing - Section 076200.
- D. Firestops and smoke seals - Section 078413.
- E. Sealant - Section 079200.

1.5 SUBMITTALS

- A. LEED BUILDING Submittal Requirements: The contractor or subcontractor shall submit the following LEED BUILDING certification items:
 1. Material cost breakdowns, submitted in the format of the ENVIRONMENTAL BUILDING MATERIALS CERTIFICATION FORM, per Section 018113 - 1.5.C (Sustainable Design Requirements) of these specifications.
 2. Additional information to complete the ENVIRONMENTAL BUILDING MATERIALS CERTIFICATION FORM, as requested by the Commissioner.
 3. Letters of Certification, Product Cut Sheets, Material Safety Data Sheets, or other items to support the information provided in the ENVIRONMENTAL BUILDING MATERIALS CERTIFICATION FORM, as requested by the Commissioner.
 4. Material Safety Data Sheets, for all applicable products. 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).
 5. The LEED BUILDING Submittal information shall be assembled into one package per specification section (or per subcontractor), and sent to the Commissioner for review.
- B. Submit Shop Drawings for the following:
 1. Anchoring details.
 2. Control and expansion joint locations and details.
 3. Special brick shapes, including large scale shop drawings showing configuration and dimensions.



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4. Flashing at typical lintels indicating relationship of flashing to lintel hangers.

C. Submit Samples for the following:

1. Each type of face brick in sufficient number and color (not less than 5) to show full range of color, texture and shade. Submit certification that brick meets ASTM standards specified herein.
 - a. Submit samples of all special shapes required showing color range and sizes.
2. Joint reinforcing, each type, width and proposed location (labeled).
3. Anchors, wedges and ties, each type, width and proposed location (labeled).
4. Joint filler, each type.
5. Flashing, including splice sample, 12" long.
6. Mortar color, 12" long cured sample.

D. Submit technical and installation information for the following:

1. Mortar materials, each material and mortar type.
2. Certification of mortar mix.
3. Flashing material, descriptive literature.
4. Concrete block, joint reinforcing, anchors, ties and joint filler; submit manufacturer's technical and descriptive literature.
5. Block manufacturer shall submit certifications of compliance with ASTM C 90, C 331 and UL 618 prior to any job site delivery. Field sampling of concrete block may be tested by an Independent Testing Laboratory retained by the City of New York according to the requirements of ASTM C 140.

E. Construction Procedures (Submit the following)

1. Procedures and materials for cleaning masonry work; including certification that cleaner will not adversely affect stone, gaskets, sealants, etc.

1.6 QUALITY ASSURANCE

A. Conform to the following non-cumulative tolerances (any masonry work not meeting these standards shall be re-built as directed by the Commissioner).

1. Variation from the plumb:
 - a. In lines and surfaces of columns, walls and arrises:

1). In 10 feet	1/8"
2). In any story of 25 feet maximum	1/4"
3). In 40 feet or more	1/4"
 - b. For external corners, expansion joints and other conspicuous lines:



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- 1). In any story of 25 feet maximum 1/4"
 - 2). In 40 feet or more 3/8"
 2. Variation from the level or the grades indicated on the drawings; for exposed lintels, sills, parapets, horizontal grooves and other conspicuous lines:
 - a. In any bay or 20 feet maximum 1/4"
 - b. In 40 feet or more 1/4"
 3. Variation of the linear building lines from established position in plan related portion of columns and partitions:
 - a. In any bay or 20 feet maximum 1/4"
 - b. In 40 feet or more 1/2"
 4. Variation in cross-sectional dimensions of columns and in thickness of walls:
 - a. Minus 1/8"
 - b. Plus 1/8"
 5. Variation in dimensions of masonry openings:
 - a. Horizontal dimension -0" + 1/16"
 - b. Vertical dimension +0" - 1/16"
- B. Work of this Section shall conform to the requirements of the following (unless otherwise superseded by prevailing Building Code):
1. 2008 ACI 530/ASCE 5/TMS 402 Building Code Requirements for Masonry Structures.
 2. 2008 ACI 530-1/ASCE 6/TMS 602 Specifications for Masonry Structures.
 3. Brick Industry Association (BIA) "Technical Notes on Brick Construction."
- C. Pre-Construction Conference: Prior to installation of masonry and associated work, Contractor shall arrange a meeting with Masonry Subcontractor, installers of related work, and other entities concerned with masonry wall performance, including the Commissioner and City of New York. Contractor shall record discussions and agreements and furnish copy to each participant. Provide at least seventy-two (72) hours' advance notice to participants prior to convening conference. Review methods and procedures related to masonry work, including, but not limited to, the following:
1. Review masonry requirements (drawings, specifications and other Contract Documents).
 2. Review required submittals, both completed and yet to be completed.
 3. Review and finalize construction schedule related to masonry work and verify availability of materials, installer's personnel, equipment and facilities needed to make progress and avoid delays.



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4. Review required inspection, testing, certifying and material usage accounting procedures.
5. Review weather and forecasted weather conditions, and procedures for coping with unfavorable conditions.
6. Coordinate work with air/vapor barrier membrane and related flashing, review details to avoid conflicts.

1.7 PRODUCT HANDLING

- A. General: Deliver, store, handle and protect all materials from damage, moisture, dirt and intrusion of foreign matter. Store all masonry units and mortar materials on raised platforms and under ventilated and waterproof cover. Store packaged materials in manufacturer's unopened containers, marked with manufacturer's name and product brand name. Immediately reseal containers after partial use. Remove and replace damaged materials.
- B. Masonry Units: Pack, deliver and store to prevent breakage, cracking, chipping, spalling or other damage. Store, protect and ventilate units at project site.
- C. Aggregate: Store with provisions for good drainage.
- D. Reinforcement and Anchors: Store and protect so that when placed, joint reinforcement and anchors will be free of soil, dirt, ice, loose rust, scale, or other coatings which would destroy or reduce bond with mortar, and will not be disfigured or bent out of shape.

1.8 CODE REQUIREMENTS

- A. Work of this Section shall conform to all applicable requirements of the New York City Building Code.
 1. Concrete block shall comply with Reference Standard RS-10.
 2. Concrete blocks shall be type approved by the Board of Standards and Appeals.
 - a. Concrete blocks used for fireproofing shall conform to New York City Building Code requirements and shall provide ratings required by the Contract Documents.
 3. For special inspection of masonry construction, refer to DDC General Conditions.
- B. Fire rated masonry partitions shall have MEA number.
- C. Conform to New York City Local Law 17-95 for Seismic Requirements.
- D. Comply with New York City Section 32-05 of Chapter 32 of Title 1 of the Official Compilation of the Rules of the City of New York regarding "Impact Resistant Stair and Elevator Enclosures" when such enclosures are of masonry construction.



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1.9 TESTING FOR EFFLORESCENCE

- A. Test selected face brick for efflorescence in accordance with ASTM C 67.
- B. If, at the end of the test period, the samples of brick or mortar show efflorescence, the materials represented shall be rejected and new materials shall be re-tested. This process shall be repeated until no efflorescence appears. Testing shall be done by an independent testing laboratory at the expense of the Contractor; submit test results in writing to the Commissioner.

1.10 JOB CONDITIONS

- A. In cold weather, when the outside temperature is below forty (40) degrees F., conform to the requirements of "Cold Weather Masonry Construction and Protection Recommendations" publication by Brick Industry Association (BIA). No anti-freeze admixtures are permitted.
 - 1. In addition, conform to the following:
 - a. Masonry materials must be warmed as required.
 - b. Brickwork must be protected a minimum of 24 hours after installation so as to maintain enough heat for hydration of the cement in the mortar.
- B. Hot-Weather Requirements: Protect unit masonry work when temperature and humidity conditions produce excessive evaporation of water from mortar and grout. Provide artificial shade and wind breaks and use cooled materials as required. Do not apply mortar to substrates with temperatures of 100 deg. F. and above. In addition, conform to the following:
 - 1. Masonry materials must be cool.
 - 2. Mortar must be used within 2 hours of initial mixing.
- C. Protection of Masonry: During erection, cover tops of walls, projections, and sills with waterproof sheeting at end of each day's work. Cover partially completed masonry when construction is not in progress.
 - 1. Extend cover a minimum of 24" down both sides and hold cover securely in place.
 - 2. Where one wythe of multi-wythe masonry walls is completed in advance of other wythes, secure cover a minimum of 24" down face next to unconstructed wythe and hold cover in place.
- D. Stain Prevention: Prevent grout, mortar, and soil from staining the face of masonry to be left exposed or painted. Immediately remove grout, mortar, and soil that come in contact with such masonry.
 - 1. Protect base of walls from rain-splashed mud and mortar splatter by coverings spread on ground and over wall surface.
 - 2. Protect sills, ledges, and projections from mortar droppings.



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3. Protect surfaces of window and door frames, as well as similar products with painted and integral finishes, from mortar droppings.
4. Turn scaffold boards near the wall on edge at the end of each day to prevent rain from splashing mortar and dirt on completed masonry.

PART 2 PRODUCTS

2.1 MATERIALS

A. Standard Concrete Block

1. Portland cement, ASTM C 150, Type 1, low alkali (less than 65) one source.
2. Aggregates, ASTM C 331, lightweight expanded shale, clay or slate aggregates, manufactured by the rotary kiln process equal to "Solite," "Norlite," or "Haydite."
 - a. Block scheduled to receive painted finish shall contain normal weight aggregate meeting ASTM C-33 in addition to light weight aggregate in order to receive a smooth, uniform finish.
3. Concrete Masonry Units: Load bearing lightweight aggregate concrete masonry units conforming to the requirements of ASTM C 90.
 - a. Block behind face brick and block for rated walls shall be 75% solid units.
 - b. All other block may be hollow units.
4. The producer of the concrete masonry units shall furnish certification from an independent testing laboratory confirming that all 8" or larger masonry units meet all of the UL 618 requirements for two (2) hours or better (as required), referencing full scale fire test reports (ASTM E 119). All 4" and 6" units shall conform to "National Bureau of Standards" and "National Research Council" full scale fire tests.
5. Sizes and Shapes: Nominal face size 8" x 16" by thickness as indicated on drawings, with stretcher units, jamb units, header units, square corner units (at ends and corners of exposed or painted work), sash units (at control joints within masonry wall), lintel units and other special shapes and sizes required to complete the work.
6. Finish: For exposed or painted block surfaces, in addition to ASTM requirements, block shall have uniformly dense, flat, fine grain texture, with no cracks, chips, spalls, or other defects which would impair appearance. For concealed CMU, surfaces shall be free from deleterious materials that would stain plaster or corrode metal.



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7. Curing: All concrete block shall be steam cured, and air dried for not less than thirty (30) days before delivery.
8. Density of concrete block shall not exceed one hundred and five (105) lbs. per cubic foot.
9. Shrinkage: Shrinkage of concrete blocks shall not exceed 0.065% when tested in accordance with ASTM C 426-99.
10. Water Content
 - a. At the time of delivery to the job site, concrete masonry units shall have a value, in weight of contained water, of not more than thirty (30) percent of the fully saturated content for the unit tested.
 - b. Ship all units from the factory, and store at the job site, with all necessary protection to prevent increase of water content from rain and other sources.

B. Brick

1. Size: To match existing.
2. Facing Brick: ASTM C 216, Grade SW, Type FBX, to match existing.
3. Where brick is fully concealed provide common brick conforming to ASTM C 62, Grade SW.
4. Provide all special molded shapes as indicated on the drawings.
5. For sills, caps and similar applications resulting in exposure of brick surfaces which otherwise would be concealed from view, provide uncured units with all exposed surfaces finished.

C. Joint Reinforcing for Masonry Walls

1. Seismic Construction: For anchoring face brick to CMU back-up, provide No. 280 "S.I.S. Dub'l Loop-Lock Ladder Seismiclip Interlock System" made by Hohmann & Barnard or equal by manufacturer noted below in Para. C.4. All wire used in assembly shall be 3/16" dia. Assembly shall contain ladder reinforcing, welded loops, box tie, seismiclip and continuous wire in face brick mortar joint. Provide special formed prefabricated pieces at corners and intersections of walls or partitions. Reinforcing wire in face brick mortar joint to extend at least 2" into face of brick. Show anchor locations on approved shop drawings.
 - a. Reinforcing assembly shall be hot dip galvanized steel finish conforming to ASTM A 153 with zinc coating of 1.5 oz. of zinc per sq. ft., after fabrication.



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2. For interior block walls and partitions, provide standard reinforcing fabricated of 9 ga. side and cross rods, truss or ladder design, no ties, spaced every other block course. Provide prefabricated pieces at corners and intersections of walls or partitions. Reinforcing shall be mill galvanized conforming to ASTM A 641, Class B-1, applied after fabrication.
 3. Wire used in assemblies noted above shall be cold drawn steel wire conforming to ASTM A 82.
 4. Approved Joint Reinforcing Manufacturers
 - a. Hohmann & Barnard
 - b. Wire-Bond
 - c. Heckmann Building Products
 - d. National Wire Products Industries, Inc.
- D. Anchors and Ties
1. Dovetail Anchor Slots: Hot-dip galvanized steel, 16 gauge equal to No. 100 Dovetail Anchor Slot made by Heckmann Building Products, No. 305 anchor slot made by Hohmann & Barnard, or approved equal by other manufacturers in Para. C.4.
 2. Flexible Metal Ties for Dovetail Slots: Hot-dip galvanized, 16 gauge by 1" wide by Heckmann Building Products Inc., or approved equal manufacturer noted above in Para. C.4.
 - a. No. 106 Dovetail Corrugated Anchor.
 - b. No. 129 Dovetail Triangle Tie.
 3. Wire Mesh: Hot-dip galvanized sixteen (16) gage steel wire, square mesh, width 3" by length to suit condition; No. 268 by Heckmann Building Products, or approved equal by manufacturer noted above in Para. C.4.
 4. For anchoring face brick to concrete back-up where there are no dovetail slots provided, provide "CMU/Concrete Screw Wing-Nut Pos-I-Tie" with five (5) gauge hot-dip galvanized (ASTM A 153, Class B-2) wire pintle tie made by Heckmann Building Products, or approved equal by manufacturer noted above in Para. C.4.
 5. For anchoring CMU wall, at the exterior masonry cavity wall, to the underside of the concrete beam, provide dovetail slot as noted above and the following:
 - a. No. 121 galvanized steel dowel anchor and No. 421 tube as manufactured by Heckmann Building Products or approved by manufacturer noted above in Para. C.4. Galvanized to conform to ASTM A 153, Class B-2.
 - b. No. PTA-310 galvanized steel dowel anchor and No. NS-TA joint filler as manufactured by Hohmann & Barnard or approved equal by manufacturer noted above in Para. C.4. Galvanizing to conform to ASTM A 153, Class B-2.



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6. For anchoring masonry to structural steel, provide hot-dip galvanized steel, as listed, or approved equal by manufacturer noted above in Para. C.4:
 - a. Made by Heckmann Building Products. Galvanizing shall conform to ASTM A 153, with zinc coating of 1.5 oz. of zinc per sq. ft.
 - 1). No. 195 Column Anchors
 - 2). No. 197 Column Anchors
 - 3). No. 315 Weld-On Anchor Rods with No. 316 Triangle Ties
 - 4). No. 315-B Weld-On Anchor Straps with No. 316 Triangle Ties
 - b. Made by Hohmann & Barnard or approved equal. Galvanizing shall conform to ASTM A 153, with zinc coating of 1.5 oz. of zinc per sq. ft.
 - 1). No. 355 Column Anchors
 - 2). No. 356 Column Anchors
 - 3). No. 357 Beam Anchors
 - 4). No. 359 F anchor straps with VWT tie.
7. For anchoring CMU interior partitions to underside of steel beams, provide hot dip galvanized steel tube anchors equal to No. 419 and No. 421 made by Heckmann Building Products, No. PTA-420 made by Hohmann & Barnard, or approved equal by manufacturer noted above in Para. C.4.
8. For anchoring CMU interior partitions to underside of structural deck, provide 4" x 4" x 1/4" galvanized steel angles (ASTM A 36), 3'-0" long spaced 3'-0" o.c. alternately on each side of partition. Anchor partition securely to structural deck.
- E. Reinforcing Bars and Rods: ASTM A 615, Grade 60. See Drawings for size.
- F. Control and Expansion Joint Fillers
 1. Vertical Installation Within Concrete Masonry Wall: Extruded high grade neoprene rubber, cross shape, for use with concrete masonry sash units, which shall provide a force fit in the grooves of the sash block, and shall have 1/2" diameter tubular ends (compressed 25% when installed in 3/8" wide joint).
 - a. Provide the following sizes:
 - 1). 2-5/8" wide control joint fillers for 4" block walls.
 - 2). 4-5/8" wide for 6" block walls.
 - 3). 6-5/8" wide for 8", 10" and 12" block walls.
 - b. Provide backer rod and sealant joint over joint filler as per drawings and Section 079200 of these specifications.
 2. Isolation Joint Filler at Abutting Construction and at Intersecting CMU Walls: Compressible and resilient closed cell neoprene gasket with pressure sensitive adhesive backing, thickness 30% greater than thickness of joint. Acceptable joint filler shall be "Everlastic, Type NN-1" by Williams Products, Inc., or approved equal. Recess joint filler and install backer rod and sealant as per drawings and Section 079200 of these specifications.
 3. Within Face Brick: Provide filler rod and sealant installed by Section 079200. Filler depth shall be 2 times joint width.



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- a. Compressible filler between top of brick and bottom of shelf angle or steel lintel shall be "Soft Joint Sealant" made by Polytite, or approved equal.
4. Within Expansion Joint at Face Brick: Manufacturer's standard preformed, pre-compressed, open-cell polyurethane foam sealant impregnated with a water based, non-drying polymer modified acrylic water repellent. Provide "Seismic Colorseal" installed to twenty-five 25 percent compression, as manufactured by Emseal or approved equal.
- a. Properties: Permanently elastic, mildew resistant, non-migratory, non-staining, and compatible with joint substrates and other joint sealants. Density: 8.4 to 9.1 lb./cu. ft..

2.2 MORTAR MATERIALS

- A. Portland Cement: ASTM C 150, Type 1, standard color, one source.
- B. Hydrated Lime: ASTM C 207, Type S, as manufactured by Corsons, or approved equal.
- C. Aggregate: Clean, washed, buff colored sand, graded per ASTM C 144.
- D. Aggregate for Grout: ASTM C 404.
- E. Water: Clean, fresh and suitable for drinking.

2.3 MORTAR MIX

- A. Exterior Face Brick Construction: Mortar mixes shall meet ASTM C 270, Type N, cement/lime mortar. Colors of mortars shall use coloring agent made by Davis Colors, Lehigh Cement or approved equal. Color of mortar to meet with Commissioner's approval. The Contractor may use pre-packaged colored mortar equal to "Color Mortar Blend" made by Glen-Gery.
 - 1. Color of mortar must meet with Commissioner's approved sample and mock-up panel.
- B. Exterior Block Back-Up Construction: Provide Portland cement/lime mortar as noted above conforming to ASTM C 270, Type N.
- C. Interior Masonry Construction: Provide Portland cement/lime mortar conforming to ASTM C 270, Type N, for load bearing conditions, mortar shall conform to ASTM C 270, Type M.
- D. Reinforced Concrete Block: Provide Portland cement/lime mortar conforming to ASTM C 270, Type S.
- E. Mortar for Cement Cants: One (1) part Portland cement and four (4) parts sand, by volume.



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- F. Grout for Unit Masonry: Comply with ASTM C 476 for grout for use in construction of unit masonry. Use grout of consistency (fine or coarse) at time of placement which will completely fill all spaces intended to receive grout. Grout shall have a minimum compressive strength of 3000 psi when tested in accordance with ASTM C 1019.
- G. Mixing
1. General: Add cement just before mixing and mix dry. Use sufficient amount of water as necessary to produce workable mix. Mix in small batches to make plastic mass.
 2. Mixing: Machine mix all mortars in approved type mixer with device to accurately and uniformly control water. Add hydrated lime dry. Mix dry materials not less than two (2) minutes. Add water, then mix not less than three (3) minutes, not to exceed five (5) minutes. Mix only amount of mortar that can be used before initial set. Do not use mortar which has reached its initial set or two (2) hours after initial mixing, whichever comes earlier. Mortar may not be re-tempered. Clean mixer for each batch, whenever mortar type is changed, and at end of each day's work.
 3. Acceleration or other admixtures not permitted.
 4. Mortar shall have a flow after suction of not less than seventy-five (75) percent of that immediately after mixing as determined by ASTM C 91.
- H. Admixtures
1. No air-entraining admixtures or cementitious materials containing air-entraining admixtures shall be used in the mortar.
 2. No antifreeze compounds or other substances shall be used in the mortar to lower the freezing point.
 3. Calcium chloride or admixtures containing calcium chloride shall not be used in mortar.
- 2.4 WEEP HOLES
- A. Provide clear plastic weep holes 3/8" wide and 1-1/2" high by four (4) inches long equal to No. 342 made by Hohmann & Barnard or approved equal manufacturer listed above.
- 2.5 THRU-WALL FLASHING
- A. Provide 40 mil EPDM sheet membrane flashing shall be "Pre-Kleened EPDM Thru-Wall Flashing" as manufactured by Carlisle Corp. or approved equal. Provide sealants and tapes as recommended by the manufacturer. Provide preformed corner sections "end dams" with system when flashing is discontinuous.
1. Provide flashing for surface adhered applications at sheathed areas with 26 ga. stainless steel termination bar.



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2. Wall flashing shall have 26 ga. stainless steel drip edge adhered to edge of flashing, drip edge shall be set in sealant as specified in Section 079200.

B. Acceptable Alternate Flashing: 60 mil uncured neoprene made by Emseal Corp. or American Hydro-Tech or 40 mil Hyload Flashing Membrane made by Hyload Inc.

2.6 MORTAR NET

A. Provide 10" high HDPE "Mortar Net" open mesh mortar net of width to fit masonry cavity shown on drawings, manufactured by Hohmann & Barnard, "Mortar Break II," made by Advanced Building Products, or equal.

PART 3 EXECUTION

3.1 SURFACE CONDITIONS

A. Inspection

1. Prior to all work of this Section, carefully inspect the installed work of all other trades and verify that all such work is complete to the point where this installation may properly commence.
2. Verify that masonry may be completed in accordance with all pertinent codes and regulations, the referenced standards, and the original design.
3. Do not start any work until mock-ups are approved by the Commissioner.

B. Discrepancies

1. In the event of discrepancy, immediately notify the Commissioner in writing.
2. Do not proceed with installation in areas of discrepancy until all such discrepancies have been fully resolved.
3. Starting of work by the Contractor means acceptance by the Contractor of the substrate.

3.2 COORDINATION

A. Carefully coordinate with all other trades to ensure proper and adequate interface of the work of other trades with the work of this Section.

3.3 PREPARATION

A. Brick

1. Wet brick having an initial rate of absorption greater than 30 grams per 30 square inches when tested per ASTM C67. Wet bricks by allowing water to run on the cubes or pallets of brick, or placing them in a large tank of water.
2. Except for absorbent units specified to be wetted, lay masonry units dry.



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B. Concrete Block: Do not wet concrete block units.

3.4 INSTALLATION

A. General

1. Build walls to the full thickness shown. Build single wythe walls to the actual thickness of the masonry units, using units of nominal thickness shown.
2. Build chases and recesses as shown or required for the work of other trades.
3. Leave openings for equipment to be installed before completion of masonry work. After installation of equipment, complete masonry work to match work immediately adjacent to the opening.
4. Lay out walls in advance for accurate spacing of surface bond patterns with uniform joint widths and to properly locate openings, movement type joints, returns and off-sets. Avoid the use of less than half size units at corners, jambs and wherever possible.
5. Lay up walls plumb and true with courses level, accurately spaced and coordinated with other work.
6. Provide templates made of steel studs for plumbing of two story masonry openings.
7. Pattern Bond: Lay exposed masonry patterns as noted on drawings. If not shown, provide running bond. Lay concealed concrete block with all units in a wythe bonded by lapping not less than two (2) inches. Bond and interlock each course of each wythe at corners. Do not use units of less than four (4) inches horizontal face dimensions at corners or jambs.
8. Where possible, masonry walls and partitions shall be built after all overhead ducts, pipes and conduits are in place and tested. Masonry shall be neatly built around the items above. Walls and partitions shall be plumb, true to line and free from defects such as open cells, voids, dry joints and other similar defects. In rooms and spaces scheduled to have concrete block finish, all such surfaces including upper wall surfaces up to termination of structural ceiling in spaces without suspended ceilings, shall be made suitable for paint application. Cutting of openings in walls and partitions in place shall be done only with the approval of the Commissioner.
9. Do not use any brick that do not meet chippage and tolerances of the applicable ASTM standard noted herein for the grade, type or class of brick.
10. Mortar, ties and reinforcement must not extend into or bridge any expansion joints.

B. Mortar Bedding and Jointing

1. All joints between bricks shall be completely filled with mortar. Bed joints shall be beveled per BMI recommendations, with the brick then shoved in place. At cavity wall construction, care shall be taken that no excess mortar goes into



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masonry cavity. Head joints shall be completely filled with mortar and shall be formed by applying a full coat of mortar to the entire end or the entire side, as the case requires, and then shoving the mortar covered end and/or side of the brick tightly against the bricks previously laid; the practice of "slushing" by throwing mortar into the head joints will not be permitted. All brick shall be laid without disturbing the brick previously laid. Brick shall be laid within a minute or so after the mortar is placed. Dry or butt joints will not be permitted. Grouting shall be done only as necessary. Do not slush head joints.

2. After brick placement, mortar squeezed out of bed joints shall be cut off before tooling.
 3. Lay concrete masonry units with full mortar coverage on horizontal and vertical face shells. Bed webs in mortar in starting course on exterior walls and in all courses of piers, columns and pilasters, where solid CMU is used and where adjacent to cells or cavities to be reinforced or filled with concrete or grout.
 - a. To ensure alignment of brick and block coursing, adjust block back-up by cutting block to insure alignment of coursing or use adjustable anchorage.
 4. Lay masonry walls with 3/8" joints unless otherwise shown on drawings.
 5. Tool exposed joints slightly concave after the mortar joint is "thumbprint" hard. Concealed joints shall be struck flush.
 6. Remove masonry units disturbed after laying; clean and reset in fresh mortar. Do not pound corners at jambs to fit stretcher units which have been set in position. If adjustments are required, remove units, clean off mortar and reset in fresh mortar.
- C. Stopping and Resuming Work: Rake back 1/2 brick length in each course; do not tooth. Clean exposed surfaces of set masonry, wet units lightly (if required) and remove loose masonry units and mortar prior to laying fresh masonry.
- D. Built-In Work
1. As the work progresses, build in items specified under this and other Sections of these specifications. Fill in solidly with masonry around built-in items.
 2. Mortar in door frames, access doors, louvers and other metal items embedded or built into masonry work solidly with mortar as the masonry units are laid up.
 3. Grout under lintels, bearing plates, and steel bearing on masonry with solid bed grout.
 4. Sleeves, pipes, ducts and all other items which pass through masonry walls shall be caulked with interior grade sealant meeting requirements of Section 079200, so as to be air tight and prevent air leakage. Refer to Section 078413 for packing of voids in rated masonry walls.



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5. Fill vertical cells of masonry units solid with grout which have anchoring, reinforcing rods, supporting or hanging devices embedded in the cell including stone anchors and window or curtain wall anchors.
6. Fill vertical cells of masonry units solid with mortar on each side of door frames to sixteen (16) inches beyond.
7. Unless otherwise noted, fill vertical cells of masonry units solid with grout which are below steel bearing plates, steel beams, and ends of lintels, to eight (8) inches beyond bearing and from floor to bearing.
8. Place wire mesh in horizontal joint below masonry unit cells to be filled with mortar, to prevent mortar from dropping into unfilled cells below.
9. Masonry indicated as being reinforced shall have all voids filled solid with grout. Grout shall be consolidated in place by vibration or other methods which insure complete filling of cells. When the least clear dimension of the grouted cell is less than two (2) inches, the maximum height of grout pour shall not exceed twelve (12) inches. When the least clear dimension is two (2) inches or more, maximum height of grout pour shall not exceed forty-eight (48) inches. When grouting is stopped for one (1) hour or longer, the grout pour shall be stopped 1-1/2" below the top of a masonry unit. Vertical bar reinforcing shall be accurately placed and held in position while being grouted, and shall be in place before grouting starts. All such reinforcing shall have a minimum clear cover of 5/8". Lap all bars a minimum of forty (40) bar diameters and provide steel spacer ties (not to exceed 192 bar diameter) to secure and position all vertical steel and prevent displacement during grouting. Provide continuous horizontal reinforcement embedded in mortar joints every second course.

E. Cutting and Patching

1. All exposed masonry which requires cutting or fitting shall be cut accurately to size with motorized carborundum or diamond saw, producing cut edges.
2. Do not saw cut any masonry openings in face brick construction without Commissioner's approval and after a procedure has been reviewed and approved.
3. Holes made in exposed masonry units for attachment of handrail brackets and similar items shall be neatly drilled to proper size.
4. All masonry which requires patching in exposed work, if approved by Commissioner, shall be patched neatly with mortar to match appearance of masonry as closely as possible and to the Commissioner's satisfaction. Rake back joints and use pointing mortar to match as required.

F. Solid Wall Construction

1. Fill the vertical longitudinal joint between wythes solidly with mortar by parging the in-place wythe and shoving units into the parging.

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2. Tie wythes with continuous horizontal reinforcement embedded in mortar joints sixteen (16) inches o.c. vertically.

G. Cavity Walls

1. All exterior masonry walls, unless otherwise indicated, shall be cavity walls of thickness indicated.
2. Two wythes of masonry cavity walls shall be securely tied together by horizontal joint reinforcement and ties anchored to reinforcement, as herein specified, spaced every other block course.
 - a. Where cavity back-up is concrete use ties specified herein spaced sixteen (16) inches o.c. both directions.
3. Cavity between facing and backing wythe shall be kept clean and clear of all mortar droppings, and no mortar ledges shall project into the cavity. Temporary wood strips, cut to width of cavity and fitted with lift-up wires, shall be laid on the joint reinforcement and carefully lifted out before placement of the next layer of reinforcement. Any projecting mortar shall be spread over the back of the outer wythe immediately following the setting of the masonry unit.
 - a. Mortar net shall be installed at the bottom of each cavity over the flashing to protect weep holes.
4. At cavity and solid walls adjacent to window openings fill block solid with mortar where window anchors are to be located. Coordinate with window subcontractor.
5. Concrete block back-up at cavity wall construction shall be anchored to slab at top with dovetail anchors spaced sixteen (16) inches o.c.
6. Anchor CMU back-up with anchors as specified herein.
7. Refer to Section 072100, "Thermal Insulation," for material and installation of cavity wall insulation.

H. Interior Block Partitions

1. Build to full height unless otherwise shown on drawings. At non-rated partitions fill void between CMU and structural deck with continuous neoprene filler conforming to the requirements of Section 079100. At fire rated partitions, fill void with fire stop material meeting the requirements of Section 078413. Fasten to structure at top of partition using steel angles as specified herein.
2. Provide continuous horizontal joint reinforcing every other block course, except as otherwise noted. Fully embed longitudinal side rods in mortar for their entire length with a minimum cover of 5/8". Lap reinforcement a minimum of six (6) inches at ends of units.



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3. Provide continuity at corners and wall intersections by use of prefabricated "L" and "T" sections. Cut and bend units as directed by manufacturer for continuity at returns, offsets, column fireproofing, pipe enclosures and other special conditions.
 4. Corners
 - a. Provide interlocking masonry unit bond in each course at corners.
 - b. Provide continuity at corners with prefabricated "L" reinforcement units, in addition to masonry bonding.
 5. Intersecting and Abutting Walls
 - a. Unless vertical control joints are shown as part of structural frame, provide interlocking masonry bond. Provide starters and special shapes as shown on the drawings to bond these walls.
 - b. In addition to masonry bonding, provide horizontal reinforcement using prefabricated "T" units at interior partitions.
- I. Ties and Anchors for Masonry Construction
1. Provide ties and anchors as shown or specified, but not less than one metal tie, spaced not to exceed sixteen (16) inches o.c. horizontally and/or vertically. Provide additional ties within 1'-0" of all openings and adjacent to expansion joints and spaced not more than 16" apart around perimeter of openings.
 2. Anchor masonry to structure complying with the following:
 - a. Provide an open space not less than 1/2" in width between masonry and structural member, unless otherwise shown. Keep open space free of mortar or other rigid materials.
- J. Control and Expansion Joints
1. Provide expansion, control and isolation joints in masonry as shown. Build in related items as the masonry work progresses.
 2. CMU Control Joint Spacing: If location of control joints is not shown, place vertical joints spaced not to exceed 40'-0" o.c. In addition, locate joints at points of natural weakness in the masonry work, including the following:
 - a. At structural column or joint between bay.
 - b. Above control joints in the supporting structure.
 - c. Above major openings at end of lintels upward and below at ends of sills downward. Place at one side of jamb for openings less than 6'-0" wide and at both sides for openings over 6'-0" wide.
 - d. At reduction of wall thickness.
 - e. Where masonry abuts supporting structure.
 - f. If additional joints are required, indicate same on approved shop drawings.



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3. Brick Veneer Expansion Joint Spacing: Vertical expansion joints in brick veneer construction shall be located maximum 20'-0" o.c. unless otherwise noted in addition to expansion joints located within 2'-0" of each corner of the building.

K. Lintels

1. For concrete block walls, use specially formed U-shaped concrete block lintel units with reinforcing bars in accordance with the following table, filled with grout.

Number and Size of Reinforcing Bars Required at Concrete Block Lintels		
Maximum Clearance Span	Wall Width	Rebar No. - Size
2'-0" to 6'-0" 6'-0" to 8'-0"	6"	2 - #3 2 - #4
2'-0" to 6'-0" 6'-0" to 8'-0"	8"	2 - #3 2 - #4
2'-0" to 6'-0" 6'-0" to 8'-0"	12"	3 - #3 3 - #4

2. U-shaped concrete block lintels shall extend a minimum of 8" at each side of opening.

3.5 FLASHING/WEEP HOLES

- A. General: Install embedded flashing and weep holes in masonry at relieving angles, shelf angles, lintels, ledges, other obstructions to the downward flow of water in the wall, and where indicated. Space weeps 16" o.c. unless otherwise shown on drawings. Weeps shall occur immediately above the flashing.
- B. Prepare masonry surfaces so that they are smooth and free from projections that could puncture flashing.
- C. Flashing shall be placed, generally, at bottoms of cavity wall construction, over all wall openings, window jambs, at sills of window, and in other locations where indicated on the drawings. Flashing shall overlap a minimum of 6". At bottoms of cavity walls, the flashing shall be built extending from the exterior face of the brick, up and into the mortar joint 2" at the inner wythe of the CMU back-up. At concrete spandrel beams and columns the flashing shall be installed with a termination bar. Extreme care shall be exercised in placing the masonry materials not to damage the flashing. Flashing damaged during the masonry erection shall be repaired or replaced by the Contractor at no additional cost to the City of New York. Discontinuous flashing shall terminate with an end dam in a head joint, rising at least 1".
- D. When spanning an air space, flashing shall be supported with a mortar wash, insulation or treated wood blocking.



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- E. Where flashing is penetrated by anchors, patch flashings at penetration using adhesive and mastic recommended by the manufacturer to insure watertight seal.
- F. Install flashing in accordance with manufacturer's instructions, using adhesive, primer, thinner, cleaner and mastic as recommended by flashing manufacturer.
 - 1. Flashing shall overlap adjacent piece of flashing a minimum of 6".
- G. Provide drip edge when flashing extends beyond face of brick.

3.6 CANTS

- A. Provide specified mortar for cement cants at beams and other projections in elevator shafts, where adjoining wall is of masonry construction. Cants shall slope twenty (20) degrees from the horizontal.

3.7 CLEANING, PROTECTION, ADJUSTMENT

A. Protection

- 1. The Contractor shall take adequate precautions for the protection of all surfaces against mortar spatter, and shall immediately remove any such spatter should it inadvertently occur, leaving no stain or discoloration.
- 2. Excess mortar shall be wiped off the masonry surfaces as the work progresses.
- 3. Wood coverings shall be placed over all such masonry surfaces as are likely to be damaged during the progress of the entire project.
- 4. Protective measures shall be performed in a manner satisfactory to the Commissioner.
- 5. Damaged masonry units shall be replaced to satisfaction of the Commissioner.
- 6. Exterior masonry walls shall be draped with waterproof covering until copings are in place, to prevent water penetration in cavity.

B. Clean-Up

- 1. Upon completion, all exposed masonry shall be thoroughly cleaned following recommendations of the BIA Technical Note No. 20. Before applying any cleaning agent to the entire wall, it shall be applied to a sample wall area of approximately 4' x 4' in a location approved by the Commissioner. No further cleaning work may proceed until the sample area has been approved by the Commissioner, after which time the same cleaning materials and method shall be used on the remaining wall area. If stiff brushes and water do not suffice, the surface shall be thoroughly saturated with clear water and then scrubbed with a solution of an approved detergent masonry cleaner, equal to "Vana Trol" made by ProSoCo Inc. or equal made by Diedrich or approved equal, mixed and applied as per manufacturer's directions, followed immediately by a thorough rinsing with clear water. All adjacent non-masonry surfaces shall be thoroughly protected during cleaning.



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- a. Unless otherwise required by cleaning agent manufacturer use only low pressure device (30 to 50 psi) for application of cleaning agent and water rinsing.

- C. Pointing: Point any defective joint with mortar identical with that specified for that joint.

END OF SECTION



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Bronx Council on the Arts Facility Renovation
Borough of Bronx

Unit Masonry
042000-22



SECTION 05 12 00 - STRUCTURAL STEEL

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes but is not limited to the following as shown on the drawings and as specified herein:
1. Furnish and deliver for installation by others, anchor bolts, bearing plates and loose lintels with complete instructions and templates to facilitate installation.
 2. Furnish and erect all columns, bearing plates, beams, girders, bracing, hangers and all related connections (bolted and welded).
 3. Openings (unreinforced and reinforced) in structural steel to accommodate mechanical and electrical work.
 4. Shop painting and field touch-up painting.
 5. Erection bracing and supports, including steel wedges, shims or nuts required for leveling base plates.
 6. Lintels and angles attached to structural steel as shown on drawings.
 7. Unless specifically excluded, furnish and install all other items for structural steel work indicated on the drawings, specified, or obviously needed to make the work of this Section complete.
 8. Waste Management
- B. Related Requirements:
1. Division 01 Section "Construction Waste Management and Disposal"
 2. Division 03 Section "Cast in Place Concrete"
 3. Division 04 Section "Unit Masonry"
 4. Division 05 Section "Metal Deck."
 5. Division 06 Section "Rough Carpentry."
 6. Division 07 Section "Joint Sealants."
- C. Related Work Specified Elsewhere
1. Installation of anchor bolts furnished under this section.
 2. Grout under base and bearing plates.
 3. Installation of loose lintels furnished under this section.
 4. Miscellaneous metal work
 5. Field painting of structural steel, except as specified herein.
 6. Fireproofing systems.

1.3 SUSTAINABLE DESIGN REQUIREMENTS

- A. The Contractor is to implement practices and procedures to meet the Project's Sustainable



Design goals, which include achieving LEED Silver. The Contractor shall ensure that the requirements related to these goals, as defined in this Section and in Related Sections of the Contract Documents, are implemented. Substitutions, or other changes to the Work proposed by the Contractor or their Subcontractors, shall not be allowed if such changes compromise the Project's Sustainable Design goals.

- B. The Contractor is to efficiently use resources and energy while executing the Work of this Section. Resource efficient aspects to be considered in completing this Project include the use of techniques that minimize waste generation, reuse of construction materials on site where possible, and recycling of waste generated during the construction process.
- C. Performance Requirements: The following criteria are required for the products included in this section
1. All steel shall contain a minimum of 50% (combined) pre-consumer/post-consumer recycled content.
 2. Adhesives, sealants, paints and coatings used for the work of this section shall meet the Volatile Organic Compound (VOC) limits specified in Section 018113 "Sustainable Design Requirements," and below where applicable.
 3. Require mills and fabricators have ISO14001 certification. Maximize the re-use of salvaged steel (as approved by the Engineer of Record) and, for work on existing buildings, alert the design team to any existing steel which could be re-used but has not been indicated on the drawings.
 4. Maximize the recycled content of all steel products.
 5. Design details penetrating the façade strictly in accordance with the architectural and structural directives.
 6. Where possible all connections should be made using bolted as opposed to welded details.
 7. Where welding is required use Submerged Arc Welding (SAW). The Gas Metal Arc Welding (GMAW) shall be used were SAW is not applicable (such as for angled connections and anything irregular or short). Field welding shall be allowed only in special circumstances; in such cases Flux Core Arc welding (FCAW) shall be specified with the use of portable fume exhaust system.
 8. Use surface preparation techniques that minimize the use of halogenated solvents and solvents classified as volatile organic compounds. Consider using 'weathering steel' (ASTM A 847) for exterior steel with the approval of the Commissioner of Record.
 9. Use high strength HSS round tubes instead of A36 Steel pipes with approval of the Engineer of Record.

1.4 LEED SUBMITTALS

A. Submit LEED Certification as follows:

1. LEED Materials Certification Form: For all installed products and materials of this Section, complete the "Environmental Materials Reporting Form" (attached to end of Section 018113 "Sustainable Design Requirements"). Information to be supplied for this Form shall include:
 - a. Cost breakdowns for materials included in the Contractor or sub-contractor's Work. Material cost does not include costs associated with labor and equipment.



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- b. The percentages (by weight) of pre-consumer and/or post-consumer recycled content in the supplied product(s).
 - c. Indication of whether the raw materials have been extracted, harvested or recovered, as well as the final product has been manufactured (location of final assembly), within 500 miles of the project site.
- B. VOC Reporting Form: For all installed products and materials of this Section, complete the "VOC Reporting Form" (attached to end of Section 018113 "Sustainable Design Requirements"). Information to be supplied for this Form shall include:
- 1. Provide generic name by means of product type or application of all field-applied interior adhesives, sealants, paints, and coatings in this Section.
 - 2. Provide corresponding referenced standard limits.
 - 3. Provide full name of supplied product(s) and vendor or manufacturer for each product in this Section.
 - 4. For all field-applied interior adhesives, sealants, paints, and coatings in this Section, provide Volatile Organic Compound (VOC) content in grams/liter or lbs./gallon.
- C. Letters of Certification: Provided by the manufacturer on the manufacturer's letterhead, verifying the amount of recycled content.
- D. Product Cut Sheets: For all materials that meet the sustainable design performance criteria as per the LEED Performance Requirements of this section.
- E. Material Safety Data Sheets (MSDS): For all applicable products. Applicable products include, but are not limited to, adhesives, sealants, paints, and coatings applied to the interior of the building. MSDS shall indicate the Volatile Organic Compound (VOC) content of products submitted. If an MSDS does not indicate VOC content, then product data sheets, manufacturer's literature, or certification letter indicating a product's VOC content can be submitted with the MSDS.
- F. Assemble required LEED Submittal information into one (1) package for each Specification Section or sub-contractor. Incomplete or inaccurate LEED Submittals may be used as the basis for rejecting the submittal products or assemblies.

1.5 DEFINITIONS

- A. Structural Steel: Elements of structural-steel frame, as classified by AISC 303, "Code of Standard Practice for Steel Buildings and Bridges."
- B. Seismic-Load-Resisting System: Elements of structural-steel frame designated as "SLRS" or along grid lines designated as "SLRS" on Drawings, including columns, beams, and braces and their connections.

1.6 PERFORMANCE REQUIREMENTS

- A. Connections: Provide details of all connections required by the drawings to be completed by structural steel fabricator (including comprehensive engineering analysis by a qualified professional engineer) to withstand loads indicated and comply with other information and restrictions indicated, unless noted otherwise.



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1. Select and complete connections using schematic details indicated and AISC 360.
2. Use design method indicated on structural drawings.
3. Moment Connections: Fully restrained unless otherwise noted on drawings.

B. Lateral Framing Resisting System: Type used is indicated on structural drawings.

1.7 SUBMITTALS

A. Product Data: Submit data for each type of product indicated in the contract documents.

B. Shop Drawings: Submit shop drawings in accordance with the specifications as follows:

1. Show clearly all work, including relationship of structural steel to the adjacent work of other trades and to significant lines of finishes of other trades.
2. Do not fabricate or deliver work to the site before drawings reviewed by the Commissioner and Engineer of Record have been returned.
3. Before preparing steel shop drawings, submit proposed submittal schedule for review by the Commissioner and Engineer of Record.
4. Before preparing steel shop drawings, submit for review a set of job standards showing all necessary joint details with full particulars of connection pieces, shop and field welds, and holes for erection bolts and permanent bolts. These shall include any moment and shear connections. Appropriate marks for designating all types and sizes of joint details shall be included. After approval of these job standards, the erection plans are to be submitted and shall be marked to indicate unmistakably the type and size of joint to be used for every beam connection. Do not order steel in advance of approval of the job standards and the erection plans with joint marks, except at own risk.
5. Submit calculations for design of connections on job standards and all other connections. Calculations shall be signed and sealed by a Professional Engineer licensed in the State of New York.
6. Prepare remainder of steel shop drawings after approval of job standards and erection plans. Drawings submitted prior to approval of job standards will be returned without review.
7. Prepare shop drawings in conformance with the applicable procedures shown in "*Detailing for Steel Construction*," latest edition, published by AISC. Prepare shop drawings under the supervision of competent engineering personnel, licensed by the state in which the construction is to take place. During the preparation of shop drawings, and prior to submittal, coordinate and cross check all shop drawings, including those prepared by subcontractors, for compliance with the Contract Documents.
8. Indicate clearly the size and grade of steel for each component. Identify rolled shapes, tubes and plates by using the standard designations used in "*Steel Construction Manual*" Latest Edition, by AISC.
9. Indicate welds and nondestructive tests by using the symbols conforming to AWS A2.4 "Symbols for Welding and Nondestructive Testing." Where necessary for clarity, indicate welding procedure designations or other data in the tail of the welding symbol.
10. Show explicitly the type of connection used in each location, the grade, size, and number of bolts; the type, number, position, designation and orientation of each washer; and the size of each hole, whether slotted or round. Ensure that adequate wrench clearance for correct bolt tightening is provided and note special bolt tightening sequences where applicable and necessary.
11. Show all camber dimensions in the shop drawings. Where specific camber is not shown in the drawings, note on each affected shop drawing that such members are to be



- fabricated with the natural camber up.
12. Show holes required for securing work specified in other sections to structural steelwork, as well as all holes required for passage through structural steelwork of work of other trades. Provide field work drawings for all such holes not shown in shop or erection drawings. Addition of, or change in size or location of openings will not be permitted without prior approval.
 13. Use bolted connections wherever possible; avoid field welding unless otherwise noted on drawings.
 14. Make details in such a way as to avoid having steel, connections, bracing, bolts, etc., interfere with architectural details or in any way reduce the areas of shafts, openings, clearances, etc.
 15. Detail and schedule cleaning and painting data and requirements, including specific indication of "no-paint" areas.
 16. The use of the Commissioner's electronic drawing files as a base for the erection shop drawings will be permitted at the request of the structural steel detailer. The use of the Commissioner's electronic drawing files as a base for shop drawing details will be not be permitted. The structural steel detailer will be responsible for compatibility of the files with his hardware or software. The electronic files are not to be considered the contract documents, the design team makes no representation regarding the accuracy or completeness of the electronic files given to the structural steel detailer and their use will be at the structural steel detailer's sole risk and without liability to the design team. The structural steel detailer shall remove the project title box and all references to the structural drawings including drawing numbers and structural drawing sections and details. The structural steel detailer shall also remove all reference to work not included in the steel contract.
 17. Show clearly the size and location of each member and the erection mark assigned to each member. Show each field connection with all data and details necessary for assembling the structure. Direct special attention to the possible need for special guying, bracing, or shoring to prevent deformation of existing or new structure due to stresses caused by erection procedures and equipment, by construction loadings, and by forces of natural phenomena.
 18. Prepare, keep up-to-date, and submit a complete drawing index cross-referencing each assigned piece mark with the drawing number in which the piece is detailed. Detail drawings submitted without an up-to-date index and the applicable erection drawing(s) showing the location of each piece will be deemed an incomplete submission and will not be accepted as subject to any agreed shop drawing review schedule.
 19. Prepare anchor bolt and base plate erection drawings containing complete location and placing details, including details of all templates. Provide anchor bolt erection drawings to the concrete trade in advance of applicable concrete work and in coordination with concrete construction sequence.
 20. Submit, in writing, any proposed deviations from the Contract Documents, prior to the submission of shop drawings showing the proposed deviation. Submit requests for deviations on the steelwork subcontractor's letterhead. Deviations not identified, or identified only in letters of transmittal or in shop drawings or both, without the required written request, may not be accepted, and shall be sufficient cause for the Commissioner to return each shop drawing containing such deviations without further action. Acceptance of shop drawings containing deviations not detected by the Commissioner during shop drawing review shall not relieve the steelwork subcontractor from responsibility to conform strictly to the Contract Documents.
 21. Prior to resubmission of shop drawings with additions or corrections, circle or bubble and identify all changes. Drawings submitted without each change being clearly identified are subject to return for resubmission.



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22. Prior to making shop drawings for any portion of the work involving alterations to an existing structure, make all necessary field observations, measurements and surveys of existing conditions. If probes are required to accomplish such measurements, give timely notice where probes will be required.

C. Submit certified copies of each survey conducted by a surveyor licensed by the state in which the construction is to take place and employed by the structural steel subcontractor. Survey shall show elevations and locations of base plates and anchor bolts to receive structural steel, and final elevations and locations for major members. Indicate discrepancies between actual installation and Contract Documents.

D. Reports:

1. Submit certified copies of mill test reports for all steel furnished.
2. Perform mechanical and chemical tests for all material regardless of thickness or use.
3. Submit certification of recycled steel content. Certification shall clearly indicate post-consumer AND post-industrial recycled steel content for the particular member or members used.
4. Submit mill and fabricator certification of compliance with ISO14001.
5. Submit anchor bolt checking certification as required.
6. Submit qualification certificates of all welders who will perform work on the project.
7. Submit survey of erected steelwork as required.

E. Submit verification of bio-degradable or low VOC, and low Hazardous Air Pollutants (HAPS) cleaning solutions. Provide a cut sheet for all cleaning solutions used in the surface preparation of steel components. Highlight VOC limits and chemical component limits.

1.8 QUALITY ASSURANCE

A. Except as modified by this specification, comply with the applicable provisions and recommendations of the following codes and standards:

1. New York City Building Code, Latest Edition
2. AISC "Specification for the Design, Fabrication and Erection of Structural Steel for Buildings".
3. AISC "Code of Standard Practice for Steel Buildings and Bridges" latest edition.
4. AISC "Seismic Provisions for Structural Steel Buildings", latest edition.
5. Industrial Fasteners Institute "Handbook of Bolt and Bolted Joints" latest edition.
6. RCSC "Specifications for Structural Joints Using ASTM A 325 or A 490 Bolts."
7. ASTM A 6 "General requirements for rolled steel plates, shapes, sheet piling and bars for structural use".
8. AWS D1.1, "Structural Welding Code."
9. AWS A5.18 & A5.28, Structural Welding Code for GMAW
10. SSPC "Painting Manual, Volume 2, Systems and Specifications.", Latest edition.

B. Qualifications for welding work shall be as follows:

1. Qualify welding procedures and welding operators in accordance with the AWS "Standard Qualification Procedure."
 - a. Include amended requirements of the building code as noted above.



2. Submit certification that all welders to be employed in work are AWS qualified. If re-certification of welders is required, retesting will be responsibility of structural steel subcontractor.
 - a. Include licensing requirements as per the building code noted above and local jurisdiction.

1.9 TESTING AND INSPECTION

- A. Special Inspection as required by the applicable Building Code of all structural steelwork in the shop and field will be performed by an inspection agency retained by the City of New York. The inspection agency shall work under the direction of the City of New York. Contractor shall provide the inspection agency with the following:
 1. Schedule of all work in both shop and field with at least ten days' written notice before commencement of either activity.
 2. A complete set of approved shop and erection drawings.
 3. Cutting lists, order sheets, material bills, shipping bills and mill test reports.
 4. Information as to time and place of all rollings and shipment of material to shops.
 5. Representative sample pieces as requested by the testing agency.
 6. Full and ample means and assistance for testing all material.
 7. Proper facilities, including scaffolding, temporary work platforms, etc., for inspection of the work in the mills, shop and field.
- B. Each person installing connections shall be assigned an identifying symbol or mark and all shop and field connections shall be so identified so that the inspector can refer back to the person making the connection.
- C. The following minimum criteria shall be adhered to in testing of welds and bolts:
 1. All welds and bolts shall be examined by visual means.
 2. 25% of all welds, selected randomly, shall be measured.
 3. 25% of all bolts, selected randomly, shall be checked with calibrated torque wrench.
 4. In addition, all welds subject to tensile stress shall be examined by the Ultrasonic Method for 100% of their length.
 5. 10% of all manual fillet welds shall be tested by the magnetic particle method.
 6. 1'-0" at each end of automatic fillet welds shall be tested by the magnetic particle method.
 7. 100% of groove welds shall be tested by the ultrasonic method.
- D. Shop inspection will include examination of steel for straightness and alignment, fissures, mill scale, and other defects and deformities, as described in ASTM A6, examination of fabricated pieces for conforming to approved shop drawings, testing of bolts and welds, and inspection of shop painting. All shop welds shall be visually inspected and spot tested using Ultrasonic Method ASTM E 114 and AWS, Chapter 6, Part C. All inspected welds shall be identified by the inspector.
- E. Field inspection will include examination of erected steel for welding, proper fitting and tensioning of bolts, alignment, trueness and plumbness, touching-up of shop coat, level of billets and base plates.
- F. Inspection of welding will be such as to assure that the work is within the quality requirements specified below and elsewhere in this section of the specifications and will include:



1. Ascertainment that the electrodes and flux used for the SAW, GMAW and FCAW welding processes conform to the requirements of this section of the specifications.
 2. Ascertainment that the approved welding procedures and sequence are followed without deviation, unless specific approval for change is obtained from the Engineer of Record.
 3. The testing agency shall be prepared to utilize the following approved methods of testing:
 - a. Liquid penetrant inspection: ASTM E 165.
 - b. Magnetic particle: ASTM A 709.
 - c. Radiographic inspection: ASTM E 94 and E 1032.
 - d. Ultrasonic inspection: ASTM E 114 and AWS, Chapter 6, Section C.
- G. When defects are revealed, additional inspection by whatever method is deemed necessary by the inspector, shall be performed to the extent necessary to assure that the full amount of defect has been located. No further work shall be done on the assembly or sub-assembly in question until all the necessary corrections have been made. Defects shall be repaired, using the same welding procedure that was used initially in making the weld, unless otherwise approved by the Engineer of Record. Inspection of the repaired weld shall be by the same method that was used to reveal the defect. A second repair of a defective area shall not be made without approval of the Engineer of Record.
- H. Apparatus and procedure for measuring torque and tension in high strength bolts and for calibrating wrenches shall be furnished and maintained by steel contractor, and shall be approved by the inspection agency. Wrenches shall be calibrated each day at the beginning of the work, each time the bolt size or length of pressure hose is changed, and at such other times as the inspection agency may direct. Periodic checks of high strength steel bolt connections will be made in the field by the inspection agency. The steel contractor shall maintain at all times during erection a manual torque wrench, and shall provide a laborer and scaffolding as required for the testing of connections by the inspection agency, and shall at his own expense, furnish such facilities and provide such assistance as may be required for proper inspection.
- I. A distinguishing mark will be placed on all work that has been inspected and approved. Material or work that is not acceptable will be designated by words such as "REJECT" or "REPAIR" marked directly on the material or work.
- J. Inspection of Shop Painting:
1. Visually evaluate surface preparation by comparison with pictorial standards in accordance with SSPC-Vis 1.
 2. Measure dry film thickness of each coat with a magnetic film thickness gauge in accordance with SSPC-PA 2.
 3. Visually inspect dried film for runs, sags, dry spray, overspray and missed areas.
 4. Repair defective or damaged areas in accordance with painting requirements specified. Architecturally exposed structural steel shall be free of runs and holidays. Make repairs to shop or field coat as directed.

1.10 DELIVERY, STORAGE AND HANDLING

- A. Deliver materials to site at such intervals to ensure uninterrupted progress of work. Minimize the disturbances to site and soil conditions.
- B. Deliver anchor bolts and anchorage devices, which are to be embedded in cast-in-place



concrete, in ample time not to delay work.

- C. Store materials to permit easy access for inspection and identification. Keep steel members in a safe, dry, off ground location, using pallets, platforms, or other supports. Protect steel members and packaged materials from corrosion and deterioration, discoloration or staining.
- D. Do not store materials on structure in a manner that might cause distortion or damage to members of supporting structures. Repair or replace damaged materials or structures as directed.

1.11 PROJECT CONDITIONS

- A. The structural steel contractor shall coordinate the structural steel work with the work of other Contracts. Verify all dimensions and details of this Contract and those of other Contracts that affect the work before proceeding. Any discrepancies shall be immediately reported to the Commissioner.
- B. Be fully responsible for the accurate installation of the work. Any discrepancy which arises from his failure to execute the work in conformity to the drawings and specifications shall be properly remedied at the contractor's own expense and in a manner acceptable to the Commissioner.
- C. Locate dimensionally on setting plans all anchor bolts, inserts, bearing and base plates, etc., and prepare and deliver all required templates and fully dimensioned setting plans in time for the proper execution of the work. Anchor bolts shall be set by another subcontractor. The structural steel contractor shall check all such settings for correctness after they have been cast in place, and before proceeding with erection work.
- D. Report to the Commissioner and certify compliance with the above checking requirements in writing and indicate any inaccuracies found in the location of anchor bolts or inserts, and corrections which must be made to their installation. Any inaccuracies not included in the report and found during or after steel erection shall be the responsibility of the structural steel contractor and the cost of corrective measures shall be borne by him.
- E. Use base lines, bench marks, or other standards for survey work that have been provided or verified by others. If permanent building bench marks have been established, these will be used for field checking.
- F. Coordinate with all other trades to insure that work of this section does not cause undue conflict. Insure that location of erection devices such as cranes, derricks, booms or hoists, does not cause over-stresses to steel frame to work previously placed by other trades or to existing structures. When required, retain the services of a licensed professional engineer to ascertain that erection devices do not create unsafe conditions or cause overstresses.
- G. Ensure full co-ordination with other related trades and professions.

1.12 SUBSTITUTION

- A. Commissioner reserves the right to require substitute shapes of other sizes than those indicated on the drawings when it is apparent that the shapes specified cannot be furnished within the time required for the progress of construction. Make said substitutions without



additional cost to the City of New York.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Steel shapes, including structural steel wide flange and structural tee rolled shapes, channels, angles, plates, pipe, and hollow structural sections: As noted on structural drawings.
- B. High Strength Bolts:
 - 1. Slip-critical bolts as noted on structural drawings, with hardened washers
- C. Anchor Bolts: As noted on structural drawings
- D. Filler metal for welding electrodes. As noted on structural drawings.
- E. Structural steel primer paint: rust inhibitive primer conforms to the following criteria
 - 1. Demonstrate a minimum of adhesion as classified by 4B of ASTM D 3359 method A
 - 2. Demonstrate a minimum opacity as determined by ASTM D 2805
 - 3. Demonstrate corrosion resistance per standards ASTM B 117 & ASTM D 5894
 - 4. "Slip Critical" compatible rating where applicable
 - 5. The product shall not contain any of the prohibited compounds as listed in Green Seal *Standard for Paintings and Coatings*, GS-11, latest edition and in Master Painters Institute (MPI) *Green Performance Standard*, GPS-1-08.
 - 6. The product shall meet the VOC limits as set forth in the MPI Green Performance Standard, GPS-1-08, with a maximum allowable VOC of 340 g/L for rust preventative coatings. Limits are expressed in THINNED state. Preference shall be given to products with the least crystalline silica content.
 - 7. The product shall meet all the requirements of MPI Standards: 23, 26, 76, 79, 95, 107, 135, 173, 275. Products not listed with MPI are acceptable if and only if they meet the same environmental criteria for the same product category.
 - a. Exterior exposed steel, normal conditions: Use alkyd or polyamide solvent based paints (MPI #'s 76, 79 & 101)
 - b. Interior exposed steel: Use water based paint (MPI # 107)
 - c. Special Applications, highly corrosive environments: Use zinc rich paints (MPI #'s 20 & 200)
- F. Structural steel field paint for exposed members: rust inhibitive primer conforms to the following criteria
 - 1. Demonstrate a minimum of adhesion as classified by 4B of ASTM D 3359 method A
 - 2. Demonstrate a minimum opacity as determined by ASTM D 2805
 - 3. Demonstrate corrosion resistance per standards ASTM B 117 & ASTM D 5894
 - 4. "Slip Critical" compatible rating where applicable.
 - 5. The product shall not contain any of the prohibited compounds as listed in Green Seal *Standard for Paintings and Coatings*, GS-11, latest edition and in the Master Painters Institute *Green Performance Standard*, GPS-1-08.
 - 6. The product shall meet the VOC limits as set forth in the MPI Green Performance Standard, GPS-1-08, with a maximum allowable VOC of 400 g/L for rust preventative



coatings. Limits are expressed in THINNED state. Preference shall be given to products with the least crystalline silica content.

7. The product shall meet all the requirements of MPI Standards: 23, 26, 76, 79, 95, 107, 135, 173, 275. Products not listed with MPI are acceptable if and only if they meet the same environmental criteria for the same product category. Products not listed with MPI are acceptable if and only if they meet the same environmental criteria for the same product category.
 - a. Exterior exposed steel, normal conditions: Use alkyd or polyamide solvent based paints (MPI #'s 23, 79)
 - b. Interior exposed steel: Use water based paint (MPI # 107)

PART 3 - EXECUTION

3.1 FABRICATION

- A. All shop connections shall be high strength bolted unless specifically shown otherwise. Fabricate work in shop in as large assemblies as practicable. Use welded connections ONLY where shown on drawings. If a bolted connection is not possible obtain written approval from the Engineer of Record for the welded connection.
- B. Camber: As indicated on drawings.
- C. Mill column ends and bearing stiffeners to give full bearing over the cross section. Plane contact surfaces of bearing plates when required by the AISC Specifications. It is not necessary to plane bottom surfaces of plates on grout beds.
- D. Drill or punch holes at right angles to the surface of the metal, not more than 1/16" larger than the connector diameter. Do not make or enlarge holes by burning. Drill material having a thickness in excess of the connector diameter and material thicker than 7/8". Holes shall be clean-cut without torn or ragged edges. Remove outside burrs resulting from drilling operations.
- E. Provide holes in members to permit connection of the work of other trades. Use suitable templates for proper location of these holes. Steel requiring adjustment or accurate alignment shall be provided with slotted holes or full bearing shims as shown.
- F. Provide holes, slots and openings required by other trades together with necessary reinforcing required. Use suitable templates for proper location of these openings. All such openings shall be shown on the shop drawings. No change in size or location will be permitted without prior approval.
- G. Manual flame cutting shall be done only with a mechanically guided torch. An unguided torch may be used provided the cut is within 1/8" of the required line.

3.2 SHOP CONNECTIONS

- A. Provide connections as shown on the drawing exactly as detailed. Where connections are not detailed, the minimum connections shall comply with appropriate tables headed, "Framed Beam Connections" shown in the AISC "Manual of Steel Construction" unless otherwise noted



on the drawings. Use high strength bolts unless otherwise shown.

- B. Do not use welded connections unless shown on details. Field welding is not allowed without written instruction from the Engineer of Record.
- C. Proportion and detail all connections on shop drawings to resist forces shown on design drawings. If no reactions are indicated on design drawings, design connections for non-composite beams to resist the end reaction shown in the AISC tables for Uniform Load Constants for Beams. Connections for composite beams shall be proportioned to resist 150% of the above mentioned tabulated load.
- D. Bolting
1. Bolts shall be of a length that will extend not less than 1/4" beyond the nuts. Enter bolts into holes without damaging the thread.
 2. Use high-strength bolts in friction as shown. Make high-strength bolted joints without the use of erection bolts. Bolt heads and nuts shall rest squarely against the metal. Where structural members have sloping surface, bolted connections shall be provided with beveled washers to afford square seating or framing for bolt heads or nuts. Bring members tightly together with sufficient high-strength "fitting-up" bolts which shall be retightened as all the bolts are finally tightened. Manual torque wrenches will not be accepted for final tightening. Protect bolt heads from damage during placing. Final tightening of high-strength bolts shall be by properly calibrated power torque wrenches. Bolts that have been completely tightened shall be marked for identification.
- E. Welding
1. The following environmentally preferable welding processes shall be used as described for the related application without exception:
 - a. Submerged Arc Welding (SAW): Plate girders, fillet and butt joints in pipes, cylinders, columns and beams, and welds where 'downhand' or horizontal positions are possible.
 - b. Gas Metal Arc Welding (GMAW) shall be used where SAW is not applicable (such as for angled connections and anything irregular or short).
 - c. Field welding shall be allowed only in special circumstances; in such cases Flux Core Arc welding (FCAW) shall be specified
 2. Do not begin structural welding until joint elements are inspected for surface preparation, fit-up, and cleanliness of surface to be welded and are then bolted or tacked in intimate contact and adjusted to dimensions shown on drawings, or both, with allowance for any weld shrinkage that is expected. No members are to be spliced without prior approval by the Engineer of Record.
 - a. Containment surface preparation debris must meet SSPC-Guide 6 guidelines.
 3. Pre-heat and interpass temperature shall be in accordance with Table 4.2 (including footnotes) of the AWS Code for Welding in Building Construction. The temperature shall be measured from the side opposite to that which the pre-heat is applied, where possible.
 4. All groove welds shall be continuous and full penetration welds unless otherwise shown on the design drawings. Welds made without the aid of a back-up bar shall have their roots chipped, ground or roughened out to sound metal from the second side, before



welding is done from the second side.

5. All welds shall be sound throughout. There shall be no crack in any weld or weld pass. Weld may be considered sound if it contains only slight porosity or fusion defects which are well dispersed.
6. The heat, input, length of weld and sequence of weld shall be controlled to prevent distortions. The surfaces to be welded and the filler metals to be used shall be subject to inspection before any welding is performed.

3.3 SHOP PAINTING AND CLEANING

A. Finishing, coating, plating

1. Shop painting and factory finishing shall be preferred to field painting whenever possible. Where applicable, finishes and surface preparations based on a physical process such as abrasive blasting, grinding, buffing and polishing are preferred to coatings and solvent based cleaning. Where coatings are necessary powder-coated fabrication is preferred to painting and plating. Avoid plated metals especially those using cadmium and chromium as plate material or cyanide or copper/formaldehyde based electroless copper as the plating solution.

B. Remove all rust, scale, grease and other detrimental foreign matter in accordance with SSPC-SP 3, Power Tool Cleaning, unless conditions/opportunities listed below apply.

1. Use surface preparation classification recommended by paint manufacturer, SSPC or Master Painters Institute (MPI) for paint product used.

- a. SSPC-Guide 6, Guide for Containing Debris Generated During Paint Removal Operations, must be followed for all applicable surface preparation techniques.

C. Immediately after surface preparation, apply structural steel primer paint where specified, in accordance with manufacturer's instructions and at a rate to provide dry film thickness of not less than 2.0 mils. Use painting methods which result in full coverage of joints, corners, edges and exposed surfaces. Use type of primer paint as specified in "Materials" article above. Apply two coats to surfaces that will be inaccessible after erection

D. Paint all structural steel in accordance with the foregoing specification, except as follows:

1. Steel which is to receive spray-on fireproofing.
2. Within 2" of field welds or welds made after paint is applied.
3. Within 3" of high strength friction bolts.
4. Machined surfaces and threaded parts required for adjustment of the structure. Protect these with suitable rust inhibiting coating which may be removed after final installation of the work so that proper finished coatings may be applied.

3.4 SOURCE QUALITY CONTROL

- A. Refer to testing and inspection requirements specified above.

3.5 EXAMINATION

- A. Verify field measurements prior to start of erection. Check the alignment and elevation of all



column supports and location of all anchor bolts with transit and level instruments before starting erection. Notify Commissioner of any errors. Obtain Commissioner's approval of methods proposed for correcting errors prior to proceeding with corrections and erection.

- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.6 PREPARATION

- A. Provide temporary shores, guys, braces, and other supports during erection to keep structural steel secure, plumb, and in alignment against temporary construction loads and loads equal in intensity to design loads. Remove temporary supports when permanent structural steel, connections, and bracing are in place unless otherwise indicated.

3.7 ERECTION

- A. Set structural steel accurately in locations and to elevations indicated and according to AISC 303 and AISC 360.
- B. Maintain erection tolerances of structural steel within AISC's "Code of Standard Practice for Steel Buildings and Bridges."
- C. Column billets and bearing plates shall be supported and aligned on steel wedges, shims, or leveling nuts. After the supported members have been plumbed and properly positioned by instrument and anchor nuts tightened, the entire bearing area under the plate shall be packed solidly with grout specified in another Section. Wedges and shims shall be set back a minimum of 3/4" from the edges of plates and shall be left in place. Leveling plates are not permitted.
- D. Plumbing, Leveling and Bracing
 - 1. Structural steel shall be erected true and level, and temporary bracing shall be introduced wherever necessary to provide for all loads to which the structure may be subjected, including equipment and the operation thereof. Such bracing shall be left in place as long as may be required for safety. No welding shall be done or bolts drawn up tight until structural steel has been properly aligned. Obtain approval for guy locations to assure lack of interference with operations of other trades.
- E. Drifting
 - 1. Light drifting necessary to draw holes together will be permitted, but drifting of unfair holes will not be permitted. Twist drills shall be used to enlarge holes as necessary to the next larger size; use next larger size bolts as required. Reaming that weakens the members, or make it impossible to fill the holes properly or to adjust accurately after reaming, will not be allowed.

3.8 FIELD CONNECTIONS

- A. In addition to the requirements for shop connections comply with the following:
 - 1. High-Strength Bolts: Install high-strength bolts according to RCSC's "Specification for Structural Joints Using ASTM A 325 or A 490 Bolts" for type of bolt and type of joint



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specified.

2. Joint Type: As noted on structural drawings.

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. Assemble and weld built-up sections by methods that will maintain true alignment of axes without exceeding tolerances in AISC 303 for mill material.

3.9 REPAIRS AND PROTECTION

A. Galvanized Surfaces: Clean areas where galvanizing is damaged or missing and repair galvanizing to comply with ASTM A 780.

B. Touchup Painting: Immediately after erection, clean exposed areas where primer is damaged or missing and paint with the same material as used for shop painting to comply with SSPC-PA 1 for touching up shop-painted surfaces.

1. Clean and prepare surfaces by SSPC-SP 3, Power Tool Cleaning.

C. Touchup Painting: Cleaning and touchup painting are specified in Division 9."

D. After erection, all damaged areas in shop coat, exposed surfaces of bolt heads, nuts and washers, and all field welds and unpainted areas adjacent to field welds and high strength bolts shall be painted with a "touch-up" application of same paint used in the shop coat and then painted with same paint used for shop coat tinted another color. Retouch in field, any scraped, abraded, and unpainted surfaces. Painting shall be as specified for shop coats.

E. Structural steel which is to support mechanical equipment and will be left exposed to the weather in the finished project shall be field painted with one coat of anti-corrosive paint as described in Part 2 for Paint Materials.

3.10 WASTE MANAGEMENT

A. Separate and recycle waste materials in accordance with the Section 017419 Construction Waste Management and Disposal and to the maximum extent feasible.

B. Separate for recycling and place in designated containers the following metal waste in accordance with the Waste Management Plans and local recycler standards: Steel, iron, galvanized steel, galvanized sheet steel, stainless steel, aluminum, copper, zinc, lead, brass and bronze.

C. Collect all metal cut-offs and scraps and recycle as above.

D. Fold up metal banding, flatten and place in designated area.

E. Close and seal tightly all partly used paint and finish containers and store protected in a well-ventilated, fire-safe area at moderate temperature.



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- F. Designated un-used paint for:
 - 1. Immediate re-use
 - 2. Long term maintenance needs
 - 3. Recycling by an appropriate facility.
 - 4. Donation

- G. Place empty containers of solvent-based paints in areas designated for hazardous materials.

- H. Do not dispose of paints or solvents by pouring on the ground. Place amounts too small to re-use in designated containers for proper disposal

- I. Place materials defined as hazardous or toxic waste in designated containers.

END OF SECTION



SECTION 05 31 00 - STEEL DECKING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to the work of this Section.

1.2 SUMMARY

- A. Section includes but is not limited to the following as shown on the drawings and as specified herein:
1. Roof deck
 2. All necessary deck supports and reinforcing other than principal framing members including diagonals at columns, angles, plates, and etc.
 3. Waste Management.
- B. Related Requirements:
1. Structural steel
 2. Shoring of metal deck where unsupported span exceeds the allowable
 3. Ceiling systems
 4. Mechanical and electrical where supported from deck
 5. Fireproofing systems
 6. Sheet metal work
 7. Waste Management/Recycling Strategies

1.3 SUSTAINABLE DESIGN REQUIREMENTS

- A. The Contractor is to implement practices and procedures to meet the Project's Sustainable Design goals, which include achieving LEED Silver. The Contractor shall ensure that the requirements related to these goals, as defined in this Section and in Related Sections of the Contract Documents, are implemented. Substitutions, or other changes to the Work proposed by the Contractor or their Subcontractors, shall not be allowed if such changes compromise the Project's Sustainable Design goals.
- B. The Contractor is to efficiently use resources and energy while executing the Work of this Section. Resource efficient aspects to be considered in completing this Project include the use of techniques that minimize waste generation, reuse of construction materials on site where possible, and recycling of waste generated during the construction process.
- C. Performance Requirements: The following criteria are required for the products included in this section
1. All steel decking, and other steel products including but not limited to studs, reinforcement bar, fasteners, and clips required by the work of this section shall contain a minimum of 50% (combined) pre-consumer/post-consumer recycled content.
 2. Adhesives, sealants, paints and coatings used for the work of this section shall meet the Volatile Organic Compound (VOC) limits specified in Section 018113 "Sustainable Design Requirements," where applicable.
 3. Where welding is required use Submerged Arc Welding (SAW). The Gas Metal Arc Welding (GMAW) shall be used where SAW is not applicable (such as for angled connections and anything irregular or short). Field welding shall be allowed only in special circumstances; in such cases Flux Core Arc welding (FCAW) shall be specified with the use of portable fume exhaust system.



4. Use surface preparation techniques that minimize the use of halogenated solvents and solvents classified as volatile organic compounds.

D. LEED Performance Requirements:

1. Certification of recycled content, sourcing of materials, and VOC content shall be in accordance with the LEED Submittals requirements of this section.

1.4 LEED SUBMITTALS

A. Submit LEED Certification items as follows:

1. LEED Materials Certification Form: For all installed products and materials of this Section, complete the "Environmental Materials Reporting Form" (attached to end of Section 018113 "Sustainable Design Requirements"). Information to be supplied for this Form shall include:
 - a. Cost breakdowns for materials included in the Contractor or sub-contractor's Work. Material cost does not include costs associated with labor and equipment.
 - b. The percentages (by weight) of pre-consumer and/or post-consumer recycled content in the supplied product(s).
 - c. Indication of whether the raw materials have been extracted, harvested or recovered, as well as the final product has been manufactured (location of final assembly), within 500 miles of the project site.

B. VOC Reporting Form: For all installed products and materials of this Section, complete the "VOC Reporting Form" (attached to end of Section 018113 "Sustainable Design Requirements"). Information to be supplied for this Form shall include:

1. Provide generic name by means of product type or application of all field-applied interior adhesives, sealants, paints, and coatings in this Section.
2. Provide corresponding referenced standard limits.
3. Provide full name of supplied product(s) and vendor or manufacturer for each product in this Section.
4. For all field-applied interior adhesives, sealants, paints, and coatings in this Section, provide Volatile Organic Compound (VOC) content in grams/liter or lbs./gallon.

C. Letters of Certification: Provided by the manufacturer on the manufacturer's letterhead, verifying the amount of recycled content.

D. Product Cut Sheets: For all materials that meet the sustainable design performance criteria as per the LEED Performance Requirements of this section.

E. Material Safety Data Sheets (MSDS): For all applicable products. Applicable products include, but are not limited to, adhesives, sealants, paints, and coatings applied to the interior of the building. MSDS shall indicate the Volatile Organic Compound (VOC) content of products submitted. If an MSDS does not indicate VOC content, then product data sheets, manufacturer's literature, or certification letter indicating a product's VOC content can be submitted with the MSDS.

F. Assemble required LEED Submittal information into one (1) package for each Specification Section or sub-contractor. Incomplete or inaccurate LEED Submittals may be used as the basis for rejecting the submittal products or assemblies.

1.5 PERFORMANCE REQUIREMENTS

- A. Metal deck unit sizes and gages are indicated on the drawings. Gages indicated on the drawings are a minimum. Thickness of deck may be required to be increased by deck manufacturer for loadings indicated on drawings.
- B. Unit shall span over three or more supports except where steel layout does not permit.
- C. Maximum allowable deflection under live load plus super imposed dead load shall not exceed



(1/360) of the span or (1/4) inch whichever is less.

- D. Deck shall be sized as unshored. Shoring of deck is not permitted unless specifically shown in areas on the drawings.
- E. Use of piercing, non-piercing, and integral hanger tabs is not permitted at roof deck.
- F. Units included in a fire rated assembly must be classified in appropriate UL design.

1.6 SUBMITTALS

- A. Product Data: Product data, including manufacturer's specifications, load tables, section properties and installation instructions for each type of decking and accessories.
- B. Shop Drawings: Shop drawings for all installations showing gauges, deck layout, type of deck, any shoring required, where located, welding details necessary for fabrication to fit in place, and all accessories. Do not use reproductions of the Design Drawings. In addition include the following:

- 1. Ceiling tab, fillers, closures and similar items.

- C. Product Certificates: Certification of specification compliance for each item specified.
- D. Reports

- 1. Submit certification of recycled steel content. Certification shall clearly indicate post-consumer AND post-industrial recycled steel content for the particular member or members used.
 - 2. Submit mill and fabricator certification if in compliance with ISO14001.
 - 3. Submit verification of finishing process:

- a. Provide a cut sheet and a Material Safety Data Sheet (MSDS) for all shop and field paints used highlighting VOC limits and chemical and mineral component limits.
 - b. For heavy metals in used plating processes: Provide a cut sheet and a Material Safety Data Sheet (MSDS) for each plating material and related compounds highlighting chemical component limits.
 - c. Certification of recycled zinc content for galvanized products: Provide cut sheets clearly indicating whether the galvanized products used meet the minimums for post-consumer OR post-industrial recycled contents. Or, if cut sheets are not available, obtain a written affidavit from the manufacturer stating the recycled content percentage and if the recycled content is post-consumer or post-industrial.

- 4. Submit verification of biodegradable or low VOC, and low Hazardous Air Pollutants (HAPS) cleaning solutions. Provide a cut sheet and a Material Safety Data Sheet (MSDS) for all cleaning solutions used in the surface preparation of steel components. Highlight VOC limits and chemical component limits.

- E. 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.
 - 2. Acoustical roof deck.

- F. Evaluation Reports: For steel deck.

1.7 QUALITY ASSURANCE

- A. Except as modified by governing codes and by this specification, comply with the applicable provisions and recommendations of the following codes and standards:

- 1. New York City Building Code, Latest Edition
 - 2. American Iron and Steel Institute (AISI) "Specification for the Design of Cold-Formed



Steel Structural Members".

3. American Welding Society (AWS), D1.1 "Structural Welding Code" and D1.3 "Structural Welding Code-Sheet Steel".
4. Steel Deck Institute (SDI) "Design Manual for Composite Decks, Form Decks, and Roof Decks".

- B. Fabricator Qualifications: The work under this section shall be performed by a fabricator and erector submitting conclusive evidence of having satisfactorily completed work of similar scope and of having the necessary skill, equipment, facilities and capacities to fabricate and perform the erection in accordance with the construction schedules and in full compliance with all requirements of the Contract Documents.

1.8 DELIVERY, STORAGE AND HANDLING

- A. Deliver materials to site at such intervals to ensure uninterrupted progress of work. However, efforts should be made to minimize the disturbance to site and soil conditions for example, by not requiring excessive areas to be put aside for on-site storage.
- B. Store materials to permit easy access for inspection and identification. Keep all materials in a safe, dry, off ground location, using pallets, platforms, or other supports. Protect all materials from corrosion and deterioration, discoloration or staining. Make efforts to minimize any wastage and ensure that as much waste as possible is recycled.
- C. Do not store materials on structure in a manner that might cause distortion or damage to members of supporting structures. Repair or replace damaged materials or structures as directed.

1.9 PROJECT CONDITIONS

- A. Examine all work prepared by others to receive work of this section and report any defects affecting installation to the contractor for correction. Commencement of work will be construed as complete acceptance of preparatory work by others.
- B. If the supporting beams are not properly aligned or sufficiently level to permit proper bearing of the steel decking units, the steel decking contractor shall bring the matter to the attention of the contractor for corrective action. The steel decking units are not to be placed until the necessary correlations are made.
- C. Installation of the deck and shear studs will be inspected by the Commissioner and/or The City of New York's agent.

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 MANUFACTURERS

- A. Supply manufactured deck units in accordance with the applicable requirements of the Steel Deck Institute's "Design Manual for Floor Decks and Roof Decks".
- B. Deck shall be manufactured by one of the following (or other equivalent as approved by the engineer of record):
 1. United Steel Deck (manufactured by Canam)
 2. Wheeling Corrugating Co.
 3. Vulcraft
 4. Or approved equal

2.3 DECK MATERIALS

- A. Roof Deck: Fabricate panels, without top-flange stiffening grooves, to comply with "SDI Specifications and Commentary for Steel Roof Deck," in SDI Publication No. 31, with the minimum



section properties indicated on the drawings. Contractor shall provide heavier gauge if minimum gauge indicated is not adequate to support total loads as shown on the drawings.

- B. Acoustical Roof Deck: Fabricate panels, without top-flange stiffening grooves, to comply with "SDI Specifications and Commentary for Steel Roof Deck," in SDI Publication No. 31, with the minimum section properties indicated on the drawings. Contractor shall provide heavier gauge if minimum gauge indicated is not adequate to support total loads as shown on the drawings.

2.4 ACCESSORIES

- A. Mechanical Fasteners: Corrosion-resistant, low-velocity, power-actuated or pneumatically driven carbon-steel fasteners; or self-drilling, self-threading screws.
- B. Side-Lap Fasteners: Corrosion-resistant, hexagonal washer head; self-drilling, carbon-steel screws, No. 10 minimum diameter.
- C. Anchor clips, vent clips, welding washers, flashing, saddle plates, sump pans, other accessories shall be those types, sizes, and configurations recommended by the decking manufacturer, and shall be of the same material and finish as the deck units. All accessories shall conform to ASTM A653/A63M.
- D. Cell closure flexible strips, and fillers shall be of material in compliance with applicable building code governing class of construction.
- E. Roof sump pans: Fabricate from a single piece of galvanized sheet steel of the same quality as the deck units; not less than nominal 0.0747" (14 gauge) thick before galvanizing; with bottoms level after erection and sloping sides to direct water flow to the drain, unless otherwise shown. Provide sump pans of adequate size to receive roof drains and with bearing flanges not less than 3" wide. Recess pans not less than 1-1/2" below the roof deck surface, unless otherwise shown or required by deck configuration. Weld to deck at maximum 12" o.c.
- F. Paint: Where indicated on drawings, must be compatible with galvanized surfaces such that minimal preparation is required.
 - 1. For decks exposed to exterior conditions or high humidity paint must
 - a. Demonstrate corrosion resistance per standards ASTM B 117 & ASTM D 5894
 - 2. For all decks paint must
 - a. Demonstrate a minimum opacity as determined by ASTM D 2805
 - b. Demonstrate a minimum of adhesion as classified by 4B of ASTM D 3359 method A
 - 3. The product shall not contain any of the prohibited compounds as listed in Green Seal *Standard for Paintings and Coatings*, GS-11, latest edition and in Master Painters Institute (MPI) *Green Performance Standard*, GPS-1-08.
 - 4. The product shall meet the VOC limits as set forth in the MPI Green Performance Standard, GPS-1-08, with a maximum allowable VOC of 340 g/L for rust preventative coatings. Limits are expressed in THINNED state. Preference shall be given to products with the least crystalline silica content.

2.5 FABRICATION

- A. Fabricate deck units in accordance with the AISI's "Specification for the Design of Cold-Formed Steel Structural Members" and accepted shop drawings. Fabricate deck units to the sizes and configurations indicated and cut to lengths which will span not fewer than three supporting members; use only full length units at overhang where indicated in a manner that laps fit tightly.



Locate openings for penetrations where indicated and provide support framing and edge reinforcement for all openings.

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 INSPECTION

- A. Inspection of the metal deck and shear stud installation will be performed by an inspection agency retained by the City of New York. The inspection agency shall work under the direction of the City of New York. Contractor shall provide the inspection agency with the following:
 - 1. Schedule of all work in both shop and field with at least ten days written notice before commencement of either activity.
 - 2. A complete set of approved shop and erection drawings.

3.3 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. Erection shall closely follow the erection of structural steel.
- B. Install temporary shoring before placing deck panels if required to meet deflection limitations.
- C. Locate deck bundles to prevent overloading of supporting members as per load schedule provided on contract documents.
- D. Cut and neatly fit deck panels and accessories around openings and other work projecting through or adjacent to deck.
- E. Provide additional reinforcement and closure pieces at openings as required for strength, continuity of deck, and support of other work, per drawings and manufacturer's specifications.
- F. Comply with AWS requirements and procedures for manual shielded metal arc welding, appearance and quality of welds, and methods used for correcting welding work.
- G. Headed shear studs shall be installed by welding through metal deck onto beam below. Automatic welding machinery of approved design, amperage, duration of current, etc., shall be used. Studs shall be tested by testing laboratory in accordance with AWS Procedures for Bend Test; replace all studs which do not pass test.
- H. All welding shall be performed by competent experienced welding mechanics. All welds shall be given a protective coat of paint as specified in painting article of section 051200.
- I. All abraded or damaged protective surfaces of steel decking work shall be touched up with a protective coat of paint by this contractor as erected.

3.4 ROOF DECK INSTALLATION

- A. Fasten roof-deck panels to steel supporting members per drawings.
- B. Side-Lap and Perimeter Edge Fastening: Fasten side laps and perimeter edges of panels between supports per drawings.
- C. End Bearing: Install deck ends over supporting frame with a minimum end bearing per manufacturer's specification but not less than 1-1/2 inches, with end joints as follows:
 - 1. End Joints: Lapped 2 inches minimum or butted at Contractor's option.
- D. All unframed openings in roof deck shall be reinforced per the drawings.
- E. Roof sump pans: Fabricate from a single piece of galvanized sheet steel of the same quality as the deck units; not less than nominal 0.0747" (14 gauge) thick before galvanizing; with bottoms



level after erection and sloping sides to direct water flow to the drain, unless otherwise shown. Provide sump pans of adequate size to receive roof drains and with bearing flanges not less than 3" wide. Recess pans not less than 1-1/2" below the roof deck surface, unless otherwise shown or required by deck configuration. Weld to deck at maximum 12" o.c.

- F. Miscellaneous Roof-Deck Accessories: Install ridge and valley plates, finish strips, end closures, and reinforcing channels according to deck manufacturer's written instructions. Weld to substrate to provide a complete deck installation.
1. Weld cover plates at changes in direction of roof-deck panels unless otherwise indicated.

3.5 FIELD QUALITY CONTROL

- A. Special Inspection as required by the applicable Building Code of all metal decking will be performed by an inspection agency retained by the City of New York. The inspection agency shall work under the direction of the City of New York. Contractor shall provide the inspection agency with the following:
1. Schedule of all work in field with at least ten days' written notice before commencement of either activity.
 2. A complete set of approved shop and erection drawings.
 3. Order sheets, material bills, shipping bills and mill test reports.
 4. Representative sample pieces as requested by the testing agency.
 5. Full and ample means and assistance for testing all material.
 6. Proper facilities, including scaffolding, temporary work platforms, etc., for inspection of the work in the mills, shop and field.
- B. Each person installing connections shall be assigned an identifying symbol or mark and all shop and field connections shall be so identified so that the inspector can refer back to the person making the connection.
- C. The following minimum criteria shall be adhered to in testing of welds:
1. All welds shall be examined by visual means.
 2. 25% of all welds, selected randomly, shall be measured.
 3. In addition, all welds subject to tensile stress shall be examined by the Ultrasonic Method for 100% of their length.
 4. 10% of all manual fillet welds shall be tested by the magnetic particle method.
 5. 1'-0" at each end of automatic fillet welds shall be tested by the magnetic particle method.
 6. 100% of groove welds shall be tested by the ultrasonic method.
- D. Field inspection will include examination of decking for welding and touching-up of shop coat.
- E. Inspection of welding will be such as to assure that the work is within the quality requirements specified below and elsewhere in this section of the specifications and will include:
1. Ascertainment that the electrodes and flux used for the SAW, GMAW and FCAW welding processes conform to the requirements of this section of the specifications.
 2. Ascertainment that the approved welding procedures and sequence are followed without deviation, unless specific approval for change is obtained from the Commissioner.
 3. The testing agency shall be prepared to utilize the following approved methods of testing:
 - a. Liquid penetrant inspection: ASTM E 165.
 - b. Magnetic particle: ASTM A 709.
 - c. Radiographic inspection: ASTM E 94 and E 1032.
 - d. Ultrasonic inspection: ASTM E 114 and AWS, Chapter 6, Section C.
- F. When defects are revealed, additional inspection by whatever method is deemed necessary by the inspector, shall be performed to the extent necessary to assure that the full amount of defect has been located. No further work shall be done on the assembly or sub-assembly in question



until all the necessary corrections have been made. Defects shall be repaired, using the same welding procedure that was used initially in making the weld, unless otherwise approved by the Commissioner. Inspection of the repaired weld shall be by the same method that was used to reveal the defect. A second repair of a defective area shall not be made without approval of the Commissioner.

- G. A distinguishing mark will be placed on all work that has been inspected and approved. Material or work that is not acceptable will be designated by words such as "REJECT" or "REPAIR" marked directly on the material or work.
- H. Testing agency will report inspection results promptly and in writing to Contractor and Commissioner.
- I. Remove and replace work that does not comply with specified requirements.
- J. Additional inspecting, at Contractor's expense, will be performed to determine compliance of corrected work with specified requirements.

3.6 CLEANING UP

- A. Remove all equipment, unused materials and debris from the site immediately upon the completion of this work.

3.7 WASTE MANAGEMENT

- A. Separate and recycle waste materials in accordance with the Section 017419 Construction Waste Management and Disposal and to the maximum extent feasible.
- B. Separate for recycling and place in designated containers the following metal waste in accordance with the Waste Management Plans and local recycler standards: Steel, iron, galvanized steel, galvanized sheet steel, stainless steel, aluminum, copper, zinc, lead, brass and bronze.
- C. Collect all metal cut-offs and scraps and recycle as above.
- D. Fold up metal banding, flatten and place in designated area.
- E. Close and seal tightly all partly used paint and finish containers and store protected in a well-ventilated, fire-safe area at moderate temperature.
- F. Designated un-used paint for:
 - 1. Immediate re-use
 - 2. Long term maintenance needs
 - 3. Recycling by an appropriate facility.
 - 4. Donation
- G. Place empty containers of solvent-based paints in areas designated for hazardous materials.
- H. Do not dispose of paints or solvents by pouring on the ground. Place amounts too small to re-use in designated containers for proper disposal
- I. Place materials defined as hazardous or toxic waste in designated containers.

END OF SECTION

SECTION 05 40 00

COLD FORMED METAL FRAMING

PART 1 GENERAL

1.1 GENERAL REQUIREMENTS

- A. Work of this Section, as shown or specified, shall be in accordance with the requirements of the Contract Documents.

1.2 LEED BUILDING - GENERAL REQUIREMENTS

- A. The City of New York requires the Contractor to implement practices and procedures to meet the project's environmental goals, which include achieving a LEED™ Silver Green Building rating. Specific project goals which may impact this area of work are listed in the applicable paragraphs of this specification section. The Contractor shall ensure that the requirements related to these goals, 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.

1.3 SECTION INCLUDES

- A. Work of this Section includes all labor, materials, equipment, and services necessary to complete the cold formed metal framing as indicated on the drawings and/or specified herein, including, but not limited to, the following:
 - 1. "C" shaped steel studs for exterior non-load bearing wall frame construction.
 - 2. "C" shaped steel joists.
 - 3. Anchors and accessories.
 - 4. Gypsum sheathing.
 - 5. Field inspection.

1.4 RELATED SECTIONS

- A. Structural steel - Section 051200.
- B. Building insulation - Section 072100.
- C. Vapor permeable air barrier - Section 072700.
- D. Interior steel stud construction - Section 092900.

1.5 QUALITY ASSURANCE

- A. Component Design: Compute structural properties of studs in accordance with AISI "North American Specification for the Design of Cold Formed Steel Structural Members."
- B. Fire-Rated Assemblies: Where framing units are indicated to be components of fire-resistance rated assemblies, provide cold formed metal framing identical to that of assemblies tested for fire resistance per ASTM E 119 by a testing and inspection agency acceptable to authorities having jurisdiction. Products used in the assembly shall carry a classification label from an approved testing and inspection agency.
- C. Qualifications
 - 1. Manufacturer's Qualifications: Minimum three years' experience in producing products of the type specified.
 - 2. Installer's Qualifications: Minimum three years' experience in installation of the type of product specified.
 - 3. Welding: Qualify procedures and personnel according to AWS D1.1/D1.1M "Structural Welding Code - Steel" and AWS DL3 "Structural Welding Code - Sheet Steel."
- D. Pre-Installation Meeting
 - 1. Convene meeting at project site within one week of scheduled start of installation with representatives of the following in attendance: City of New York, Commissioner, General Contractor, and metal framing subcontractor.
 - 2. Review substrate conditions, requirements of related work, installation instructions, storage and handling procedures, and protection measures.
 - 3. Keep minutes of meeting, including responsibilities of various parties and deviations from specifications and installation instructions. Distribute minutes to attendees within 72 hours.
- E. Comply with the following standards:
 - 1. American Iron and Steel Institute (AISI):
 - a. "North American Specification for the Design of Cold-Formed Steel Structural Members," latest edition.
 - b. "Standard for Cold-Formed Steel Framing General Provisions."
 - 2. American Welding Society (AWS):
 - a. Structural Welding Code (D1.1).
 - b. Specifications for Welding Sheet Steel in Structures (E1.3).

3. ASTM:

- a. ASTM A 653 - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process.
- b. ASTM A 780 - Standard Practice for Repair of Damaged and Uncoated Areas of Hot-Dip Galvanized Coatings.
- c. ASTM A 924 - Standard Requirements for Sheet Steel, Metallic-Coated by the Hot-Dipped Process.
- d. ASTM A 1003 - Standard Specification for Steel Sheet, Carbon, Metallic- and Non-Metallic-Coated for Cold-Formed Framing Members.
- e. ASTM C 955 - Standard Specification for Load-Bearing (Transverse and Axial) Steel Studs, Runners (Tracks), and Bracing or Bridging for Screw Application of Gypsum Panel Products and Metal Plaster Bases.
- f. ASTM C 1007 - Standard Specification for Installation of Load Bearing (Transverse and Axial) Steel Studs and Related Accessories.
- g. ASTM C 1513 - Standard Specification for Steel Tapping Screws for Cold-Formed Steel Framing Connections.

1.6 SUBMITTALS

- A. LEED BUILDING Submittal Requirements: The contractor or subcontractor shall submit the following LEED BUILDING certification items:
 1. Material cost breakdowns, submitted in the format of the ENVIRONMENTAL BUILDING MATERIALS CERTIFICATION FORM, per Section 018113 - 1.5.C (Sustainable Design Requirements) of these specifications.
 2. Additional information to complete the ENVIRONMENTAL BUILDING MATERIALS CERTIFICATION FORM, as requested by the Commissioner.
 3. Letters of Certification, Product Cut Sheets, Material Safety Data Sheets, or other items to support the information provided in the ENVIRONMENTAL BUILDING MATERIALS CERTIFICATION FORM, as requested by the Commissioner.
 4. Material Safety Data Sheets, for all applicable products. 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).
 5. The LEED BUILDING Submittal information shall be assembled into one package per specification section (or per subcontractor), and sent to the Commissioner for review.

- B. Product Data: For information only, submit copies of manufacturer's product information and installation instructions for each item of cold-formed framing and accessories.
- C. Shop Drawings
 - 1. Submit shop drawings for special components and installations not fully dimensioned or detailed in manufacturer's product data. Include placing drawings for framing members showing size and gauge designations, number, type, location and spacing. Indicate supplemental bracing, splices, window and door headers accessories and details as may be required for proper installation.
 - 2. If the Contractor elects to prefabricate framing members into panels for erection, he shall submit shop drawings of such panels at suitable scale showing all dimensions, components, and methods of fastening and support.
- D. For fasteners, submit product data sheet and samples.
- E. Engineering Data
 - 1. Submit Engineering Data drawings to the Commissioner for review. The Contractor is responsible for the structural design and supports for the cold-formed metal frame, and must show his proposed system and how the Performance Criteria noted below is accommodated on these drawings.
 - 2. These drawings must show all load conditions and design calculations relative to connections, fastening devices and anchorage, as well as size and gauge of members. Calculations and drawings must be prepared by a Structural Engineer licensed in the State of New York and shall be signed and sealed by this Engineer.
- F. Quality Assurance Submittals: Submit the following:
 - 1. Qualifications: Proof of manufacturer, installer, and welder qualifications.
 - 2. Structural design calculations.
 - 3. Certificates
 - a. Submit mill certificates signed by framing member/accessory manufacturer certifying compliance with material requirements.
 - b. Welder certificates.
 - 4. Manufacturer's installation instructions for framing members and framing accessories.

1.7 PERFORMANCE CRITERIA

- A. Cold-formed metal framing system shall be designed, fabricated, and installed to withstand a 30 psf suction and pressure load (or greater if required by Code) with a maximum deflection of $L/360$.

- B. Provide system to accommodate vertical deflection of structural building frame, live loading, seasonal and day/night temperature ranges and construction tolerances.
- C. In New York City, comply with Local Law 17-95 for seismic connections and loads.
- D. Comply with prevailing Code requirements for seismic connections and loads.

1.8 PRODUCT DELIVERY AND STORAGE

- A. Protect metal framing units from rusting and damage. Deliver to one project site in manufacturer's unopened containers or bundles, fully identified with name, brand, type and grade. Store off the ground in a dry ventilated space or protect with suitable waterproof coverings. Conform to storage and handling requirements of AISI "Code of standard Practice."

PART 2 PRODUCTS

2.1 MANUFACTURER

- A. Provide cold-formed steel framing manufactured by Marino/Ware, Dale/Incor, Superior Steel Studs, Dietrich Metal Framing, Super Stud Building Products or approved equal.

2.2 METAL FRAMING: GENERAL

- A. System Components: With each type of metal framing required, provide manufacturer's standard steel runners, (tracks), blocking, lintels, clip angles, shoes, reinforcements, fasteners and accessories, as recommended by manufacturer for the applications indicated, as needed to provide a complete metal framing system.

2.3 MATERIALS

- A. Steel Sheet for Studs and Tracks: ASTM A 1003 Structural Grade, Type H, metallic coated, of grade and coating weight as follows:
 - 1. Grade: As required by structural performance.
 - 2. Coating: G90 galvanized coating.
- B. Steel Sheet for Clips: ASTM A 653, structural steel, zinc coated, of grade and coating as follows:
 - 1. Grade: As required by structural performance.
 - 2. Coating G90 galvanized coating.

2.4 FRAMING MEMBERS

- A. Steel Studs: Manufacturer's standard C-shaped steel studs, of web depths indicated punched, with stiffened flanges; thickness and grade as required by structural performance.

- B. Steel Track: Manufacturer's standard U-shaped steel track, of web depths compatible with studs un-punched, with un-stiffened flanges; thickness and grade as required by structural performance.

2.5 FRAMING ACCESSORIES

- A. Stamp manufacturer's name on each accessory item.
- B. Provide screws with accessories designated for screw attachment.
- C. Connector Devices
 - 1. Vertical Deflection Clips: VertiClip, including step bushings, as manufactured by The Steel Network Inc. (919) 845-1025 or approved equal. Rigid attachments to structure and screw attachment to stud web using step-bushings to permit frictionless vertical movement. 68 mils minimum thickness, size as required by structural design calculations.
 - 2. Rigid Clip Angles: StiffClip as manufactured by The Steel Network Inc., or approved equal, size as required by structural design calculations. Rigid attachment to structure and stud web.
- D. Bridging
 - 1. Cold Rolled Channel: 1-1/2 by 1/2 inch by 56 mil thick.
 - a. Bridging Clip: BridgeClip as manufactured by The Steel Network Inc. or approved equal. Provide attachment through stud punch-out clamping onto stud web and wrapping around bridging channel. Provide holes for screw attachment to stud web and channel.
 - 2. Flat Strap: Width and thickness as required by structural design calculations. Rigid attachment to stud flange.
 - 3. Solid Bridging: Channel shaped bridging with lipped flanges and integral formed clips. Screw attachment to stud. 33 mils minimum thickness, size as required by structural design calculations.
 - 4. Bridging and accessories shall be hot dip zinc coated per ASTM A 153.
- E. Header for Window and Door Openings: Provide "ICC ESR-1765 Pro X Header System" made by Brady Innovations LLC, or approved equal complete with all accessories including clips and accessories; finish and gauge to match studs.

2.6 FASTENERS

- A. Screws: Corrosion resistant coated, self-drilling, pan or hex washer head. Provide screw type and size as required by structural design calculations.

- B. Anchor Bolts and Studs: ASTM A 307, Grade A, carbon steel, with hex-head carbon steel nuts and flat steel washers. Hot-dip zinc coated in accordance with ASTM A 153. Provide bolt or stud type and size as required by structural design calculations.
- C. 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 per ASTM E 488 conducted by a qualified independent testing agency.
- D. 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 per ASTM E 1190 conducted by a qualified independent testing agency.

2.7 GALVANIZING TOUCH-UP

- A. For touching up damaged galvanized surfaces after erection, provide "Silver Galv" made by Z.R.C. Worldwide. Apply to a dry film thickness of 1.5 to 3.0 mils.

2.8 GYPSUM SHEATHING AND RELATED ACCESSORIES

- A. Gypsum Sheathing: 5/8" thick "Dens-Glass Fireguard," Type X, made by Georgia Pacific, "Securock Glass-Mat Sheathing" made by U.S. Gypsum Co., "Gold Bond EXP Extended Exposure Sheathing" made by National Gypsum Co., or approved equal, meeting ASTM C 1177, Type X.
- B. Fasteners: 1-1/4" Type S-12 screws "Climaseal" finish.
- C. Joint Treatment: Provide a one-part high performance sealant conforming to ASTM C 920, Type S, Grade NS, Class 25 meeting with the approval of the air/vapor barrier manufacturer for compatibility; see Section 072700 for description. Apply a 3/8" bead of sealant to the joint and trowel flat. Apply enough of the same material to each fastener to cover completely when trowelled flat.

2.9 FABRICATION

- A. Framing components may be prefabricated into panels prior to erection. Fabricate panels plumb, square, true to line and braced against racking with joints welded. Perform lifting of prefabricated panels in a manner to prevent damage or distortion in any members in the assembly.
- B. Fastenings: Attach similar components by welding. Attach dissimilar components by welding, bolting or screw fasteners, as standard with manufacturer.
- C. Wire tying of framing components is not permitted.

PART 3 EXECUTION**3.1 INSPECTION**

- A. Examine the areas and conditions where cold-formed metal framing is to be installed and correct any conditions detrimental to the proper and timely completion of the work. Do not proceed with the work until unsatisfactory conditions are corrected to permit proper installation of the work.

3.2 INSTALLATION: GENERAL

- A. Methods of construction shall be piece by piece.
- B. Connections shall be accomplished with self-drilling screws or welding so that the connection meets or exceeds the design loads required at that connection.
- C. Studs shall be installed seated squarely (within 1/16") against the web portion of the top and bottom tracks. Tracks shall rest on a continuous, uniform bearing surface.
- D. Cutting of steel framing members may be accomplished with a saw or shear. Torch cutting of loaded members is not permitted. Cutting of loaded members is not permitted unless under supervision of the project Commissioner or engineer.
- E. Temporary bracing shall be provided and left in place until work is permanently stabilized.
- F. Bridging shall be of size and type shown on the approved shop drawings and as called for in the engineering calculations.
- G. Install headers in all openings that are larger than the stud spacing in that wall. Form headers as shown on the drawings.
- H. Insulation meeting the requirements of Section 072100 shall be placed in all jamb and header type conditions that will be inaccessible after their installation into the wall.
- I. Provide jack studs to support each end of headers. These studs shall be securely connected to the header and must seat squarely in the lower track of the wall, and be properly attached to it.
- J. If by design, a header is low in the wall, the less than full-height studs (cripples) that occur over the header shall be designed to carry all imposed loads.
- K. Wall track shall not be used support any load unless specifically designed for that purpose.
- L. All axially loaded members shall be aligned vertically, to allow for full transfer of the loads down to the foundation. Vertical alignment shall be maintained at floor/wall intersections or alternate provisions for load transfer may be made.

- M. Holes that are field cut into steel framing members shall be within the limitation of the product and its design. Provide reinforcement where holes are cut through load bearing members in accordance with manufacturer's recommendations and as approved by project Commissioner or engineer.
- N. Touch up all steel bared by welding using touch up coating specified herein.
- O. Studs shall be spaced to suit the design requirements and limitations of collateral facing materials.
- P. Care should be taken to allow for additional studs at intersections, corners, doors, windows, control joints, etc., and as called for in the shop drawings or design calculations.
- Q. Install supplementary framing, blocking, and bracing in metal framing system wherever walls or partitions are indicated to support fixtures, equipment, services, casework, heavy trim and furnishings, and similar work requiring attachment to the wall or partition. Where type of supplementary support is not otherwise indicated, comply with stud manufacturer's recommendations and industry standards in each case, considering weight or loading resulting from item supported.
- R. Provide for structure movement, expansion shall be allowed where indicated and necessary by design or code requirements.
- S. Frame both sides of expansion and control joints with separate studs; do not bridge the joint with components of stud system.
- T. Install horizontal bridging in stud system, spaced (vertical distance) at not more than 48 inches on center. Fasten at each intersection.
- U. Splicing of axially loaded members or floor joists shall not be permitted.
- V. Wire tying of members is not permitted.

3.3 INSTALLATION OF GYPSUM SHEATHING

- A. Fasten sheathing to exterior of each stud with specified fasteners spaced 3/8" from ends and edges and approx. 8" o.c. at each stud. Install fasteners in accordance with manufacturer's recommendations using 2500-RPM maximum screw gun. Sheathing board shall be installed horizontally. Apply sealant between joints and trowel flush; and apply sealant around sheathing perimeter and at interface with other materials. Cover fastener heads with sealant and trowel flush.
- B. Refer to Section 072700 for vapor permeable air barrier description.

END OF SECTION

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SECTION 05 50 00

MISCELLANEOUS METALS

PART 1 GENERAL

1.1 GENERAL REQUIREMENTS

- A. Work of this Section, as shown or specified, shall be in accordance with the requirements of the Contract Documents.

1.2 LEED BUILDING - GENERAL REQUIREMENTS

- A. The City of New York requires the Contractor to implement practices and procedures to meet the project's environmental goals, which include achieving a LEED™ Silver Green Building rating. Specific project goals which may impact this area of work are listed in the applicable paragraphs of this specification section. The Contractor shall ensure that the requirements related to these goals, 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.

1.3 SECTION INCLUDES

- A. Work of this Section includes all labor, materials, equipment, and services necessary to complete the miscellaneous metal work as indicated on the drawings and/or specified herein, including, but not limited to, the following:
 1. Rough hardware.
 2. Vertical steel ladders.
 3. Open riser steel service stairs.
 4. Floor hatch.
 5. Steel pipe handrails and railings not part of steel pan stair assemblies.
 6. Light steel framing and supports, not included as part of work of other trades.
 7. Miscellaneous steel trim, corner guards, angle guards and channels.
 8. Steel framing, bracing, supports, anchors, bolts, shims, fastenings, and all other supplementary parts indicated on drawings or as required to complete each item of work of this Section.



9. Prime painting, touch-up painting, galvanizing and separation of dissimilar metals for work of this Section.
10. Cutting, fitting, drilling and tapping work of this Section to accommodate work of other Sections and of concrete, masonry or other materials as required for attaching and installing work of this Section.

1.4 RELATED SECTIONS

- A. Structural steel - Section 051200.
- B. Steel pan stairs - Section 055100.
- C. Painting - Section 099000.

1.5 QUALITY ASSURANCE

- A. Field Measurements: Take field measurements prior to preparation of shop drawings and fabrication, where possible. Do not delay job progress; allow for trimming and fitting where taking field measurements before fabrication might delay work.
- B. Shop Assembly: Pre-assemble items in shop to greatest extent possible to minimize field splicing and assembly. Disassemble units only as necessary for shipping and handling limitations. Clearly mark units for re-assembly and coordinated installation.
- C. Reference Standards: The work is subject to requirements of applicable portions of the following standards:
 1. "Manual of Steel Construction," American Institute of Steel Construction.
 2. AWS D1-1 "Structural Welding Code," American Welding Society.
 3. SSPC SP-3 "Surface Preparation Specification No. 3, Power Tool Cleaning," Steel Structures Painting Council.
 4. SSPC PA-1 "Painting Application Specification," Steel Structures Painting Council.
 5. "Handbook on Bolt, Nut and Rivet Standards," Industrial Fasteners Institute.
- D. Steel Materials: For steel to be hot dip-galvanized, provide steel chemically suitable for metal coatings complying with the following requirements: carbon below 0.25 percent, silicon below 0.24 percent, phosphorous below 0.05 percent, and manganese below 1.35 percent. Notify galvanizer if steel does not comply with these requirements to determine suitability for processing.
- E. Engage the services of a galvanizer who has demonstrated a minimum of three (3) years' experience in the successful performance of the processes outlined in this specification in the facility where the work is to be done and who will apply the galvanizing and coatings within the same facility as outlined herein. The



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Commissioner has the right to inspect and approve or reject the galvanizer/galvanizing facility.

- F. The galvanizer/galvanizing facility must have an ongoing Quality Control/Quality Assurance program which has been in effect for a minimum of three years and shall provide the Commissioner with process and final inspection documentation. The galvanizer/galvanizing facility must have an on-premise testing facility capable of measuring the chemical and metallurgical composition of the galvanizing bath and pickling tanks.
- G. Inspection and testing of hot-dip galvanized coating shall be done under the guidelines provided in the American Hot-Dip Galvanizers Association (AGA) publication "Inspection of Products Hot-Dip Galvanized After Fabrication."

1.6 PERFORMANCE STANDARDS

- A. Railings shall be constructed to conform to the following performance standards:
 1. For projects in New York City, railings shall be designed to resist loads as specified in Article 3, Section 27-558 of the New York City Building Code.

1.7 SUBMITTALS

- A. LEED BUILDING Submittal Requirements: The contractor or subcontractor shall submit the following LEED BUILDING certification items:
 1. Material cost breakdowns, submitted in the format of the ENVIRONMENTAL BUILDING MATERIALS CERTIFICATION FORM, per Section 018113 - 1.5.C (Sustainable Design Requirements) of these specifications.
 2. Additional information to complete the ENVIRONMENTAL BUILDING MATERIALS CERTIFICATION FORM, as requested by the Commissioner.
 3. Letters of Certification, Product Cut Sheets, Material Safety Data Sheets, or other items to support the information provided in the ENVIRONMENTAL BUILDING MATERIALS CERTIFICATION FORM, as requested by the Commissioner.
 4. Material Safety Data Sheets, for all applicable products. 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).
 5. The LEED BUILDING Submittal information shall be assembled into one package per specification section (or per subcontractor), and sent to the Commissioner for review.



- B. **Manufacturer's Literature:** Submit manufacturer's specifications, load tables, dimension diagrams, anchor details and installation instructions for products to be used in the fabrication of miscellaneous metal work, including paint products.
- C. **Shop Drawings:** Shop drawings for the fabrication and erection of all assemblies of miscellaneous iron work which are not completely shown by manufacturer's data sheets. Include plans and elevations at not less than 1" to 1'-0" scale, and include details of sections and connections at not less than 3" to 1'-0" scale. Show anchorage and accessory items.
- D. **Engineering Data**
 - 1. Before any ladders and railings are fabricated, submit engineering data drawings to the Commissioner for review indicating how performance standards specified here shall be met. The Contractor is responsible for the structural design and supports for these systems and must show his proposed systems on these drawings.
 - 2. These drawings must show all load conditions and design calculations relative to connections, fastening devices and anchorage, as well as size and gauge of members. Calculations and drawings must be prepared by a Structural Engineer licensed in the State of New York and shall be signed and sealed by this Engineer.
- E. **Welding** shall be indicated on shop drawings using AWS symbols and showing length, size and spacing (if not continuous). Auxiliary views shall be shown to clarify all welding. Notes such as 1/4" weld, weld and tack weld are not acceptable.
- F. **Certification:** For items to be hot-dip galvanized, identify each item galvanized and to show compliance of application. The Certificate shall be signed by the galvanizer and shall contain a detailed description of the material processed and the ASTM standard used for the coating and, the weight of the coating. In addition, and as attachment to Certification, submit reports of testing and inspections indicating compliance with the provisions of this Section.

PART 2 PRODUCTS

2.1 MATERIALS

A. Metals

- 1. **Metal Surfaces, General:** For fabrication of miscellaneous metal work which will be exposed to view, use only materials which are smooth and free of surface blemishes including pitting, seam marks, roller marks, rolled trade names and roughness.
- 2. **Steel Plates, Shapes and Bars:** ASTM A 36.
- 3. **Steel Bar Grating:** ASTM A 1011/A or ASTM A 36.



4. Steel Tubing: Cold formed, ASTM A 500; or hot rolled, ASTM A 501.
 5. Structural Steel Sheet: Hot rolled, ASTM A 570; or cold rolled, ASTM A 611, Class 1; of grade required for design loading.
 6. Galvanized Structural Steel Sheet: ASTM A 924, of grade required for design loading. Coating designation G90.
 7. Steel Pipe: ASTM A 53, type and grade as selected by fabricator and as required for design loading; black finish unless galvanizing is indicated; standard weight (Schedule 40), unless otherwise indicated.
 8. Gray Iron Castings: ASTM A 48, Class 30, unless another class is indicated or required by structural loads.
 9. Malleable Iron Castings: ASTM A 47, grade as selected by fabricator.
 10. Brackets, Flanges and Anchors: Cast or formed metal of the same type material and finish as supported rails, unless otherwise indicated.
 11. Concrete Inserts: Threaded or wedge type; galvanized ferrous castings, either malleable iron, ASTM A 47, or cast steel, ASTM A 27. Provide bolts, washers and shims as required, hot-dip galvanized, ASTM A 153.
- B. Grout: Non-shrink, non-metallic grout conforming to the requirements of Section 033000.
- C. Fasteners
1. General: Provide zinc-coated fasteners for exterior use or where built into exterior walls. Select fasteners for the type, grade and class required.
 2. Bolts and Nuts: Regular hexagon head type, ASTM A 307, Grade A.
 3. Anchor Bolts: ASTM F 1554, Grade 36.
 4. Lag Bolts: ASME B18.2.1.
 5. Machine Screws: ASME B18.6.3.
 6. Plain Washers: Round, carbon steel, ASME B18.22.1.
 7. Masonry Anchorage Devices: Expansion shields, FS FF-S-325.
 8. Toggle Bolts: Tumble-wing type, FS FF-B-588, type, class and style as required.
 9. Lock Washers: Helical spring type carbon steel, ASME B18.21.1.



- D. Shop Paint: Shop prime all non-galvanized miscellaneous metal items using Series 88 Azeron Primer made by Tnemec, ICI Devoe "Rust Guard" quick dry alkyd shop coat No. 41403, or "Interlac 393" by International Protection Coatings.
 - 1. If steel is to receive high performance coating as noted in Section 099000, shop prime using primer noted in Section 099000.
- E. Bituminous Paint: Cold applied asphalt emulsion complying with ASTM D 1187.
- F. Galvanize Repair Coating: For touching up galvanized surfaces after erection, provide repair coating that is V.O.C. compliant, equal to "Silver Galv" made by Z.R.C. Worldwide or approved equal. Apply to a dry film thickness of 1.5 to 3.0 mils.

2.2 PRIME PAINTING

- A. Scope: All ferrous metal (except galvanized steel) shall be cleaned and shop painted with one coat of specified ferrous metal primer. No shop prime paint required on galvanized steel or aluminum work.
- B. Cleaning: Conform to Steel Structures Painting Council Surface Preparation Specification SP 3 (latest edition) "Power Tool Cleaning" for cleaning of ferrous metals which are to receive shop prime coat.
 - 1. Steel to get high performance coating as noted in Section 099000 shall be cleaned as per SSPC SP.6 "Commercial Blast Cleaning."
- C. Application
 - 1. Apply shop prime coat immediately after cleaning metal. Apply paint in dry weather or under cover. Metal surfaces shall be free from frost or moisture when painted. Paint all metal surfaces including edges, joints, holes, corners, etc.
 - 2. Paint surfaces which will be concealed after shop assembly prior to such assembly. Apply paint in accordance with approved paint manufacturer's printed instructions, and the use of any thinners, adulterants or admixtures shall be only as stated in said instructions.
 - 3. Paint shall uniformly and completely cover the metal surfaces, 2.0 mils minimum dry film thickness. No work shall be shipped until the shop prime coat thereon has dried.
- D. Touch-Up: In the shop, after assembly and in the field, after installation of work of this Section, touch-up damaged or abraded portions of shop prime paint with specified ferrous metal primer.
- E. Apply one shop coat to fabricated metal items, except apply two (2) coats of paint to surfaces inaccessible after assembly or erection. Change color of second coat to distinguish it from the first.



2.3 GALVANIZING

- A. Scope: All ferrous metal exposed to the weather, and all ferrous metals indicated on drawings or in specifications to be galvanized, shall be cleaned and then hot-dipped galvanized after fabrication as provided by Duncan Galvanizing or approved equal.
- B. Avoid fabrication techniques that could cause distortion or embrittlement of steel items to be hot-dip galvanized. Fabricator shall consult with hot-dip galvanizer regarding potential warpage problems or handling problems during the galvanizing process that may require adjustment of fabrication techniques or design before finalizing shop drawings and beginning of fabrication.
- C. Cleaning: Thoroughly clean metal surfaces of all mill scale, rust, dirt, grease, oil, moisture and other contaminants prior to galvanizing.
- D. Application: Hot-dip galvanizing shall conform to the following:
 - 1. ASTM A 143: Safeguarding Against Embrittlement of Hot-Dip Galvanized Structural Steel.
 - 2. ASTM A 123: Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products.
 - 3. ASTM A 153: Galvanized Coating on Iron and Steel Hardware - Table 1.
 - 4. ASTM A 384: Practice for Safeguarding Against Warpage and Distortion During Hot-Dip Galvanizing of Steel Assemblies.
 - 5. ASTM A 385: Practice for Providing High Quality Zinc Coatings.
 - 6. ASTM A 924: Galvanized Coating on Steel Sheets.
 - 7. Minimum weight of galvanized coating shall be two (2) oz. per square foot of surface.
- E. Fabricate joints which will be exposed to weather in a manner to exclude water or provide weep holes where water may accumulate.
- F. All galvanized materials must be inspected for compliance with these specifications and marked with a stamp indicating the name of the galvanizer, the weight of the coating, and the appropriate ASTM number.
- G. To minimize surface imperfection (eg: flux inclusions), material to be galvanized shall be dipped into a solution of Zinc Ammonium Chloride (pre-flux) immediately prior to galvanizing. The type of galvanizing process utilizing a flux blanket overlaying the molten zinc will not be permitted.
- H. After galvanizing all materials not exposed to view must be chromated by dipping material in a 0.2% chromic acid solution.



- I. Galvanized surfaces, where exposed to view, must have a smooth, level surface finish. Where this does not occur, piece shall be rejected and replaced to the acceptance of the Commissioner.

2.4 PROTECTIVE COATINGS

- A. Whenever dissimilar metals will be in contact, separate contact surfaces by coating each contact surface prior to assembly or installation with one coat of specified bituminous paint, which shall be in addition to the specified shop prime paint. Mask off those surfaces not required to receive protective coating.

2.5 WORKMANSHIP

A. General

1. Miscellaneous metal work shall be fabricated by an experienced fabricator or manufacturer and installed by an experienced tradesman.
2. Materials, methods of fabrication, fitting, assembly, bracing, supporting, fastening, operating devices, and erection shall be in accordance with drawings and specifications, approved shop drawings, and best practices of the industry, using new and clean materials as specified, having structural properties sufficient to safely sustain or withstand stresses and strains to which materials and assembled work will be subjected.
3. All work shall be accurately and neatly fabricated, assembled and erected.

- B. Shop Assembly: Insofar as practicable, fitting and assembly of work shall be done in shop. Shop assemble work in largest practical sizes to minimize field work. It is the responsibility of the miscellaneous metal subcontractor to assure himself that the shop-fabricated miscellaneous metal items will properly fit the field condition. In the event that shop-fabricated miscellaneous metal items do not fit the field condition, the item shall be returned to the shop for correction.

- C. Cutting: Cut metal by sawing, shearing, or blanking. Flame cutting will be permitted only if cut edges are ground back to clean, smooth edges. Make cuts accurate, clean, sharp and free of burrs, without deforming adjacent surfaces or metals.

- D. Holes: Drill or cleanly punch holes; do not burn.

- E. Connections: Make connections with tight joints, capable of developing full strength of member, flush unless indicated otherwise, formed to exclude water where exposed to weather. Locate joints where least conspicuous. Unless indicated otherwise, weld or bolt shop connections; bolt or screw field connections. Provide expansion and contraction joints to allow for thermal movement of metal at locations and by methods approved by Commissioner.

1. Welding

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- a. Shall be in accordance with AWS D1.1 Structural Welding Code of the American Welding Society, and shall be done with electrodes and/or methods recommended by the manufacturer of the metals being welded.
 - b. Welds shall be continuous, except where spot welding is specifically permitted. Welds exposed to view shall be ground flush and dressed smooth with and to match finish of adjoining surfaces; undercut metal edges where welds are required to be flush.
 - c. All welds on or behind surfaces which will be exposed to view shall be done so as to prevent distortion of finished surface. Remove weld spatter and welding oxides from all welded surfaces.
2. Bolts and Screws: Make threaded connections tight with threads entirely concealed. Use lock nuts. Bolts and screw heads exposed to view shall be flat and countersunk. Cut off projecting ends of exposed bolts and screws flush with nuts or adjacent metal.
- F. Operating Mechanism: Operating devices (i.e. pivots, hinges, etc.) mechanism and hardware used in connection with this work shall be fabricated, assembled, installed and adjusted after installation so that they will operate smoothly, freely, noiselessly and without excessive friction.
- G. Built-In Work: Furnish anchor bolts, inserts, plates and any other anchorage devices, and all other items specified under this Section of the Specifications to be built into concrete, masonry or work of other trades, with necessary templates and instructions, and in ample time to facilitate proper placing and installation.
- H. Supplementary Parts: Provide as necessary to complete each item of work, even though such supplementary parts are not shown or specified.
- I. Coordination: Accurately cut, fit, drill and tap work of this Section to accommodate and fit work of other trades. Furnish or obtain, as applicable, templates and drawings to or from applicable trades for proper coordination of this work.
- J. Exposed Work
1. In addition to requirements specified herein and shown on drawings, all surfaces exposed to view shall be clean and free from dirt, stains, grease, scratches, distortions, waves, dents, buckles, tool marks, burrs, and other defects which mar appearance of finished work.
 2. Metal work exposed to view shall be straight and true to line or curve, smooth arrises and angles as sharp as practicable, miters formed in true alignment, profiles accurately intersecting, and with joints carefully matched to produce continuity of line and design.
 3. Exposed fastenings, where permitted, shall be of the same material, color and finish as the metal to which applied, unless otherwise indicated, and shall be of the smallest practicable size.



- K. Preparation for Hot-Dip Galvanizing: Fabricator shall correctly prepare assemblies for galvanizing in consultation with galvanizer and in accordance with applicable Reference Standards and applicable AGA publications for the "Design of Products to be Hot-Dip Galvanized After Fabrication." Preparation shall include but not be limited to the following:

1. Remove welding flux.
2. Drill appropriate vent holes and provide for drainage in inconspicuous locations of hollow sections and semi-enclosed elements. After galvanizing, plug vent holes with shaped lead and grind smooth.

2.6 MISCELLANEOUS METALS ITEMS

A. Rough Hardware

1. Furnish bent or otherwise custom fabricated bolts, plates, anchors, hangers, dowels and other miscellaneous steel and iron shapes as required for framing and supporting woodwork, and for anchoring or securing woodwork to concrete or other structures. Straight bolts and other stock rough hardware items are specified in Division 6 Sections.
2. Fabricate items to sizes, shapes and dimensions required. Furnish malleable iron washers for heads and nuts which bear on wood connections; elsewhere, furnish steel washers.

B. Ladders

1. Vertical steel ladders shall be eighteen (18) inches wide with 3/4" diameter non-slip steel rungs spaced twelve (12) inches o.c. Stringers shall be 3/8" thick by 2-1/2" wide steel bars; rungs welded to bars. Attach ladders to walls six (6) inches from top and bottom and maximum thirty-six (36) inches o.c. from these points. At the roof, gooseneck the rails back to the structure to provide secure ladder access.
2. Ladders shall be fabricated to support a live load of one hundred (100) lbs. per square foot and a concentrated load of three hundred (300) lbs. per rung; loads not to act simultaneously.

C. Steel Pipe Handrails

1. Steel pipe of size shown on Drawings, Schedule 40. Fittings shall be flush type, malleable or cast iron. Brackets shall be malleable iron, design as selected by the Commissioner.
2. Construction: Form direction changes in rails using solid bar stock or elbows. Connections shall be shop welded and ground smooth and flush, except where field connections and expansion joints are required. Field connections may be welded, internal sleeve and plug weld, or internal sleeve and set screw.



3. Secure handrails to walls with wall brackets. Provide brackets of malleable iron castings, with not more than three (3) inches clearance from inside face of handrail to wall surface. Neatly drill wall plate portion of the bracket into concrete or masonry to receive bolts for concealed anchorage. For installation at drywall, Drywall trades shall provide plate to receive wall plate portion of bracket and anchor or bolt wall plate through drywall to supporting steel plate. Locate brackets at not more than 5'-0" o.c. unless otherwise shown.
4. Provide wall return fittings of cast iron, flush type, with the same projection as that specified for wall brackets.
5. Longitudinal members shall be parallel with each other and with floor surface or shape of stair to a tolerance of 1/8" in 10'-0" linear feet. Center line of members within each run of railing shall be in the plane.
6. For steel pipe posts where indicated, anchor posts in concrete by means of pipe sleeves set and anchored into concrete. Provide sleeves of galvanized steel pipe, not less than six (6) inches long and having an inside diameter not less than 1/2" greater than outside diameter of the inserted pipe. Provide steel plate closure secure to bottom of sleeve and of width and length not less than one (1) inch greater than outside diameter of sleeve. After posts have been inserted into sleeves, fill annular space between post and sleeve solid with non-shrink, non-ferrous grout. Cover anchorage joint with a round steel flange welded to post. Posts shall be set plumb within 1/8" vertical tolerance.
7. Steel pipe handrails shall be capable of resisting a two hundred (200) lb. force applied to rail from any direction and a uniformly distributed load of fifty (50) lbs. per linear foot applied downward or horizontally, loads not to act simultaneously.

D. Miscellaneous Light Steel Framing

1. Light steel framing, bracing, supports, framing, clip angles, shelf angles, plates, etc., shall be of such shapes and sizes as indicated on the drawings and details or as required to suit the condition and shall be provided with all necessary supports and reinforcing such as hangers, braces, struts, clip angles, anchors, bolts, nuts, welds, etc., as required to properly support and rigidly fasten and anchor same in place and to steel, concrete, masonry and all other connecting and adjoining work.
2. All light steel framing steel shall be furnished and erected in accordance with the applicable requirements of the "Specifications for the Design, Fabrication and Erection of Structural Steel for Buildings" by the American Institute of Steel Construction and as specified herein.

- E. Miscellaneous Steel Trim: Provide shapes and sizes for profiles shown. Except as otherwise indicated, fabricate units from structural steel shapes and plates and steel bars, with continuously welded joints and smooth exposed edges. Use concealed field splices wherever possible. Provide cutouts, fittings and anchorages as required for coordination of assembly and installation with other work.



- F. Pit Covers and Frames: Provide minimum 1/2" thick steel checkered plate cover, reinforced as required to limit deflection to 1/360 of span, with two (2) recessed lifting handles capable of supporting five hundred (500) lbs. each. Furnish covers with steel angle frames, with corners mitered, welded and ground smooth, and with welded-on straps for secure anchorage into concrete. Frames and anchors to be galvanized. Plate covers shall be capable of supporting same loads as adjacent floor surfaces.

PART 3 EXECUTION

3.1 INSPECTION

- A. Examine the areas and conditions where miscellaneous metal is to be installed and correct any conditions detrimental to the proper and timely completion of the work. Do not proceed with the work until unsatisfactory conditions are corrected to permit proper installation of the work.

3.2 ERECTION

- A. Fastening to In-Place Construction: Provide anchorage devices and fasteners where necessary for securing miscellaneous metal fabrications to in-place construction; including threaded fasteners for concrete and masonry inserts, toggle bolts, through-bolts, lag bolts, wood screws, and other connectors as required.
- B. Cutting, Fitting and Placement: Perform cutting, drilling and fitting required for installation of miscellaneous metal fabrications. Set work accurately in location, alignment and elevation, plumb, level, true and free of rack, measured from established lines and levels. Provide temporary bracing or anchors in formwork for items which are to be built into concrete, masonry, or similar construction.
- C. Fitting Connections: Fit exposed connections accurately together to form tight hairline joints. Weld connections which are not to be left as exposed joints, but cannot be shop welded because of shipping size limitations. Grind exposed joints smooth and touch up shop paint coat. Do not weld, cut or abrade the surfaces of exterior units which have been hot dip galvanized after fabrication, and are intended for bolted or screwed field connections.
- D. Field Welding: Comply with AWS Code for procedures of manual shielded metal-arc welding, appearance, and quality of welds made, and methods used in correcting welding work.
- E. Touch-Up Painting: Immediately after erection, clean field welds, bolted connections, and abraded areas of shop paint, and paint exposed areas with same material as used for shop painting. Apply by brush or spray to provide a minimum dry film thickness of 2.0 mils.
- F. Field Touch-Up of Galvanized Surfaces: Touch-up shop applied galvanized coatings damaged during handling and installation. Use galvanizing repair coating specified herein for galvanized surfaces.

END OF SECTION

SECTION 05 51 00

STEEL PAN STAIRS

PART 1 GENERAL

1.1 GENERAL REQUIREMENTS

- A. Work of this Section, as shown or specified, shall be in accordance with the requirements of the Contract Documents.

1.2 LEED BUILDING - GENERAL REQUIREMENTS

- A. The City of New York requires the Contractor to implement practices and procedures to meet the project's environmental goals, which include achieving a LEED™ Silver Green Building rating. Specific project goals which may impact this area of work are listed in the applicable paragraphs of this specification section. The Contractor shall ensure that the requirements related to these goals, 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.

1.3 SECTION INCLUDES

- A. Work of this Section includes all labor, materials, equipment and services necessary to complete the steel pan stairs as indicated on the drawings and specified herein, including but not limited to, the following:
 - 1. Steel pan stairs, including all clips, hangers, inserts, braces and other supports.
 - 2. Steel pipe hand rails, guard rails and intermediate rails for steel stairs, including supports, brackets, and anchors.

1.4 RELATED SECTIONS

- A. Structural steel - Section 051200.
- B. Miscellaneous metals - Section 055000.
- C. Installation of inserts in drywall furnished by this Section - Section 092900.
- D. Finish painting - Section 099000.

1.5 QUALITY ASSURANCE

- A. Qualification of Welders: Use only certified welders and the shielded arc process for all welding performed in connection with the work of this Section. Protect adjacent

surfaces when field welding to prevent damage or stain. Welders and welding operators must be qualified by tests as provided by AWS.

- B. Codes and Standards: In addition to complying with all pertinent codes and regulations, comply with:
 - 1. "Specifications for Design, Fabrication and Erection of Structural Steel for Buildings" of the American Institute of Steel Construction.
 - 2. "Code for Welding in Building Construction" of the American Welding Society.
 - 3. "Metal Stairs Manual" of the National Association of Architectural Metal Manufacturers.
- C. Conflicting Requirements: In the event of conflict between pertinent codes and regulations and the requirements of the referenced standards of these specifications, the provisions of the more stringent shall govern.
- D. Field Measurements: If construction process permits, take field measurements prior to preparation of shop drawings and fabrication, where possible. Do not delay job progress. Allow for trimming and fitting wherever taking field measurements before fabrication might delay work.
- E. Tolerances: Allow for construction tolerances as required.
- F. Coordination: Coordinate this work with the work of all other trades interfacing with metal pan stairs, such as structural openings, sprinklers and standpipes, and other trades as required.

1.6 SUBMITTALS

- A. LEED BUILDING Submittal Requirements: The contractor or subcontractor shall submit the following LEED BUILDING certification items:
 - 1. Material cost breakdowns, submitted in the format of the ENVIRONMENTAL BUILDING MATERIALS CERTIFICATION FORM, per Section 018113 - 1.5.C (Sustainable Design Requirements) of these specifications.
 - 2. Additional information to complete the ENVIRONMENTAL BUILDING MATERIALS CERTIFICATION FORM, as requested by the Commissioner.
 - 3. Letters of Certification, Product Cut Sheets, Material Safety Data Sheets, or other items to support the information provided in the ENVIRONMENTAL BUILDING MATERIALS CERTIFICATION FORM, as requested by the Commissioner.
 - 4. Material Safety Data Sheets, for all applicable products. 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).

5. The LEED BUILDING Submittal information shall be assembled into one package per specification section (or per subcontractor), and sent to the Commissioner for review.

1.7 DRAWING SUBMISSION

- A. General: It is the intent of the Working Drawings to display the layouts and general design parameters upon which the Shop Drawings shall be developed. Detail development and all connections shall be part of Shop Drawing Development.
- B. Shop Drawings
 1. Before any steel stairs are fabricated, submit shop drawings to the Commissioner for approval.
 2. Show all locations, markings, quantities, materials, sizes and shapes, and indicate all methods of connecting, anchoring, fastening, bracing, for the stair construction, support and attachment to the work of other trades.
- C. Engineering Data
 1. Before any metal pan stairs are fabricated, submit engineering data drawings to the Commissioner for review. The Contractor is responsible for the structural design and supports for the stair system and must show his proposed system on these drawings.
 2. These drawings must show all load conditions and design calculations relative to connections, fastening devices and anchorage, as well as size and gauge of stair members. Calculations and drawings must be prepared by a Structural Engineer licensed in the State of New York and shall be signed and sealed by this Engineer.

1.8 SAMPLES SUBMISSION

- A. Submit the following listed samples and other samples as may be requested by the Commissioner, to show the quality standards:
 1. Railing bracket.
 2. Exposed weld.
 3. Exposed bolted connection.
 4. Bent pipe railing.
- B. Samples shall be submitted cleaned and shop primed and shall represent standards to which all respective materials used in the Project shall meet.

1.9 PERFORMANCE STANDARDS

- A. Stairs and railings shall be constructed to conform to the following performance standards, unless greater required by Code:
 - 1. Stairs and platforms shall support a live load of one hundred (100) psf and a concentrated live load of three hundred (300) lbs. and shall have a live load deflection limited to 1/360 of the span. Loads shall not apply simultaneously.
 - 2. Railings shall withstand a two hundred (200) lb. force applied to rail from any direction, and a uniformly distributed load of 50 lbs./lin. ft. applied downward or horizontally, loads not to act simultaneously.

1.10 PRODUCT HANDLING

- A. Protection: Use all means necessary to protect steel pan stair before, during and after installation and to protect the installed work and materials of all other trades.
- B. Replacements: In the event of damage, immediately make all repairs and replacements necessary to the approval of the Commissioner and at no additional cost to the City of New York.

PART 2 PRODUCTS

2.1 MATERIALS

- A. Structural Steel: ASTM A 36.
- B. Steel Sheets: ASTM A 245, Grade C, minimum ten (10) gauge for platforms, twelve (12) gauge minimum for treads and risers.
- C. Steel Pipe: ASTM A 53, Type E., Grade A, and ASTM A 501. Use standard malleable iron fittings for steel pipe.
- D. Malleable Iron Castings: ASTM A 47, Grade 35018.
- E. Bolts and Nuts: ASTM A 307, Grade A bolts.
- F. Machine Screws: ASME B 18.6.3.
- G. Expansion Bolts: "Cinch" type, galvanized, of approved manufacture.
- H. Threaded End Hanger Rods: Minimum 3/4" diameter, ASTM A 36.
- I. Shop Paint: Shop prime all stairs and railings using Series 88 Azero Primer made by Tnemec, ICI Devoe "Rust Guard" quick dry alkyd shop coat No. 41403, or "Interlac 393" by International Protection Coatings.
- J. Bituminous Paint: Cold applied asphalt emulsion complying with ASTM D1187.

K. Concrete Fill and Reinforcing Materials

1. Concrete Materials and Properties: Comply with requirements in Division 3 Section "Cast-in-Place Concrete" for normal-weight, ready-mixed concrete with a minimum 28-day compressive strength of 3000 psi.
2. Nonslip-Aggregate Finish: Factory-packaged abrasive aggregate made from fused, aluminum-oxide grits or crushed emery; rustproof and nonglazing; unaffected by freezing, moisture, or cleaning materials.
3. Welded Wire Fabric: ASTM A 185, 6 by 6 inches – W1.4 by W1.4, unless otherwise indicated.

2.2 FABRICATION

A. General

1. Steel pan stair work shall be fabricated by an experienced manufacturer in accordance with approved shop drawings and best practices of the industry, using new and clean materials as specified, having structural properties sufficient to safely sustain or withstand strains and stresses to which material will be subjected.
2. Fabricate shop assemblies in largest practical sizes to minimize field work. All exposed surfaces shall be clean and free from all dirt, stains, grease marks, scratches, waves, dents, buckles, tool marks, rattles, and other objectionable defects which mar appearance or use of finished work.
3. Cutting: Cut materials by sawing, shearing, or blanking. Flame cutting will be permitted when ground back to clean edges. Cuts shall be made accurately, clean, sharp and free of burrs, without deforming adjacent metals.
4. Connections: Make connections with tight joints, capable of developing full strength of the members, flush. Locate joints where least conspicuous. Use concealed fasteners where possible. Weld or rivet shop connections; bolt, screw or weld field connections.
 - a. Welding: Welds shall be continuous, except where spot welding is specifically permitted. Welding shall conform to the Standard Code of the American Welding Society. Exposed welds are required to be ground flush.
 - b. Bolts and Screws: Make threaded connections tight with threads entirely concealed. Use lock nuts, or upset thread ends. Exposed bolts and screw head shall be flat and countersunk, unless otherwise indicated on drawings. Remove projecting ends of bolts and screws. Punch or drill holes; do not burn.

B. Stairs and Platforms

1. Provide stringers, risers, sub-treads and platforms matching profiles as shown. Form tread pan and riser in a continuous piece to receive the finished tread; tread

shall be a minimum of twelve (12) gauge. Weld risers and treads to carrier angles which shall be welded to the structural steel stringers. Fasten countersunk bolts or stud welded clips through mesh for cement fill. Provide welded-on clips for the support of gypsum drywall soffits.

2. On intermediate platforms, provide metal bases formed of stringers. Miter and weld and grind smooth internal and external corners of metal bases. Form platform runs of minimum ten (10) gauge steel.
3. Countersink bolt heads and screws on finished surfaces or cut off flush with such surfaces.
4. Properly fit and securely fasten together all parts making exposed joints close fitting. Cut, drill, punch and tap as required for installation.
5. Make joints as strong and rigid as adjoining sections. Weld continuously along entire line of contact except where spot welding is indicated.
6. Separate dissimilar metals in or adjacent to work of this Section with a coat of bituminous paint on each surface prior to installation.
7. Closure and Filler Plates: Where indicated on drawings or as required, at least twelve (12) gauge sheet steel, securely fastened to top and bottom of stringer and adjacent wall, by welding or screws.
8. Struts, Hangers, Platform Headers and Subframing
 - a. Provide supports as detailed and required, including all struts, clip angles, angles or hangers which are required and necessary for support of stair construction.
 - b. Supports shall be of size suitable for the support load, as required. Struts, angles and hangers shall be supported by and directly connected to the structural framing. Struts and hangers, with their connections, shall be concealed.
 - c. Provide other inserts, anchors and/or other subframing as may be required to complete the stair construction and properly support it on the structural framing.

C. Handrails, Railings, Posts and Brackets

1. Provide steel pipe of size shown on drawings, Schedule 40. Use heavier weight pipes and/or reinforce pipes internally as required to meet performance standards given in paragraph 1.7 herein. Fittings shall be flush type, malleable or cast iron. Wall brackets shall be steel design as detailed.
2. Handrail, post and railing spacing shall meet Code requirements.
3. Construction: Form direction changes in rails using solid bar stock or elbows. Connections shall be shop welded, except where expansion joints are required.

Field connections shall be welded for continuity. All exposed welds shall be ground smooth and flush.

- a. If elbows are not available for angles shown, bends shall maintain full diameter of pipe, use mandrel, no kinks, ripples, flats are acceptable.
4. Fabricate steel tubing with wall thickness of 0.120".
5. Anchor posts to steel with steel flanges, angle type or floor type as required by conditions, welded to posts and bolted to the steel supporting members.
6. Secure handrails to walls with wall brackets. Provide brackets as shown on drawings. For installation in drywall, furnish Drywall Section steel plate to receive wall plate portion of bracket and anchor or bolt wall plate through drywall to supporting steel plate. Locate brackets at not more than 5'-0" o.c. unless otherwise shown.
7. Anchor rail ends into adjacent walls with steel flanges welded to rail ends and anchored into the wall construction as described above.

2.3 SHOP PAINTING

- A. Scope: All ferrous metal shall be cleaned and shop painted with one coat of specified ferrous metal primer.
- B. Cleaning: Conform to Steel Structures Painting Council Surface Preparation Specification SP 3 (latest edition) "Power Tool Cleaning" for cleaning of ferrous metals which are to receive shop prime coat.
- C. Application
 1. Apply shop prime coat immediately after cleaning metal. Apply paint in dry weather or under cover. Metal surfaces shall be free from frost or moisture when painted. Paint all metal surfaces including edges, joints, holes, corners, etc.
 2. Paint surfaces which will be concealed after shop assembly prior to such assembly. Apply paint in accordance with approved paint manufacturer's printed instructions, and the use of any thinners, adulterants or admixtures shall be only as stated in said instructions.
 3. Paint shall uniformly and completely cover the metal surfaces, 2.0 mils minimum dry film thickness. No work shall be shipped until the shop prime coat thereon has dried.
- D. Touch-Up: In the shop, after assembly and in the field, after installation of work of this Section, touch-up damaged or abraded portions of shop prime paint with specified ferrous metal primer.

- E. Apply one shop coat to fabricated metal items, except apply two (2) coats of paint to surfaces inaccessible after assembly or erection. Change color of second coat to distinguish it from the first.

PART 3 EXECUTION

3.1 INSPECTION

- A. Examine the areas and conditions where steel pan stairs are to be installed and correct any conditions detrimental to the proper and timely completion of the work. Do not proceed with the work until unsatisfactory conditions are corrected to permit proper installation of the work.

3.2 INSTALLATION

- A. Work in the field shall comply with the same requirements as specified for shop work above.
- B. Except where otherwise shown or specified for a particular item of work or for built-in work, fasten metal work to solid masonry with expansion bolts. Fastenings to wood plugs in masonry will not be accepted. Drill holes to the exact diameter of the bolts using a rotary drill for concrete and a percussion drill for other masonry. Thread screws full length to the head of the screw.
- C. Provide connecting members needed for properly securing the work to masonry, drywall and structural framing, including bolts, machine screws, rods, hangers, inserts, sleeves, plates, anchors, expansion bolts, washers and other items as required. Furnish built-in items to drywall trades as required for proper anchorage.
- D. Leave work exposed to view, including stair soffits, clean, smooth and neatly finished. All exposed welds shall be dressed smooth.
- E. Include supplementary parts necessary to complete each item even though such work is not definitively shown or specified.
- F. Coordinate and schedule the work of this Section with the work of other trades. Furnish anchors, sockets, fastenings and other miscellaneous items to be embedded in concrete or masonry, or required for securing metal work to other construction so as not to delay job progress.
- G. Attach wall railings to the wall construction, using appropriate bolts and anchors to meet performance standards.
- H. Install work plumb and true to the exact lines and levels, in the correct location and in proper relation to adjoining work.
- I. Touch up marred and abraded shop paint of exposed surfaces after erection in the field.

- J. Posts shall be set plumb within 1/8" vertical tolerance. Longitudinal members shall be parallel with each other and with floor surface or slope of stair to a tolerance of 1/8" in ten (10) linear feet. Center lines of members within each run of railing shall lie in the same vertical plane. Field joints of connecting sections shall be hairline.

3.3 TOUCH-UP PAINTING

- A. Immediately after erection, clean field welds, bolted connections, and abraded areas of shop coat, and paint exposed areas with same material used for shop painting. Apply by brush or spray to provide a minimum dry film thickness of 2.0 mils.

END OF SECTION

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SECTION 05 70 00

ORNAMENTAL METALS

PART 1 GENERAL

1.1 GENERAL REQUIREMENTS

- A. Work of this Section, as shown or specified, shall be in accordance with the requirements of the Contract Documents.

1.2 LEED BUILDING - GENERAL REQUIREMENTS

- A. The City of New York requires the Contractor to implement practices and procedures to meet the project's environmental goals, which include achieving a LEED™ Silver Green Building rating. Specific project goals which may impact this area of work are listed in the applicable paragraphs of this specification section. The Contractor shall ensure that the requirements related to these goals, 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.

1.3 SECTION INCLUDES

- A. Work of this Section includes all labor, materials, equipment, and services necessary to complete the ornamental metals, including heavy gauge stainless steel and non-ferrous metal products which are used in building construction for functional, architectural, and decorative effects, and which are not a part of other metal systems specified in other Sections. The extent of these items is indicated on the drawings and/or specified herein, including, but not limited to, the following:

1. Decorative railings and handrails.
2. 1/8" aluminum plate surrounds at window sills and jambs.

1.4 RELATED SECTIONS

- A. Miscellaneous metals - Section 055000.
- B. Elevator entrances - Division 14.

1.5 QUALITY ASSURANCE

- A. General: Work of this section shall be fabricated and installed by an experienced fabricator or manufacturer who has been engaged in work of equivalent scope and fabrication standards for at least three (3) years. Materials, methods of fabrication,



fitting, assembly, bracing, supporting, fastening, operating devices, and erection shall be in accordance with drawings, specifications, and approved shop drawings, and be of highest quality practices of the industry, using new and clean materials as specified, having structural properties sufficient to safely sustain or withstand stresses and strains to which materials and assembled work will be subjected. All work shall be accurately and neatly fabricated, assembled, and erected.

- B. **Field Measurements:** Take field measurements prior to preparation of shop drawings and fabrication, where possible, to ensure proper fitting of the work. However, do not delay job progress; allow for adjustments and fitting where taking of field measurements before fabrication might delay the work.
- C. **Shop Assembly:** Insofar as practicable, fitting and assembly of work shall be done in shop. Work that cannot be permanently shop assembled, shall be completely assembled, marked and disassembled in shop before shipment to insure proper assembly in field. Shop assemble work in largest practical sizes to minimize field work. It is the responsibility of the Contractor for this work to assure himself that the shop fabricated items will properly fit the field condition. In the event that shop fabricated items do not fit the field condition, the item shall be returned to the shop for correction.

1.6 SUBMITTALS

- A. **LEED BUILDING Submittal Requirements:** The contractor or subcontractor shall submit the following LEED BUILDING certification items:
 - 1. Material cost breakdowns, submitted in the format of the ENVIRONMENTAL BUILDING MATERIALS CERTIFICATION FORM, per Section 018113 - 1.5.C (Sustainable Design Requirements) of these specifications.
 - 2. Additional information to complete the ENVIRONMENTAL BUILDING MATERIALS CERTIFICATION FORM, as requested by the Commissioner.
 - 3. Letters of Certification, Product Cut Sheets, Material Safety Data Sheets, or other items to support the information provided in the ENVIRONMENTAL BUILDING MATERIALS CERTIFICATION FORM, as requested by the Commissioner.
 - 4. Material Safety Data Sheets, for all applicable products. 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).
 - 5. The LEED BUILDING Submittal information shall be assembled into one package per specification section (or per subcontractor), and sent to the Commissioner for review.



- B. Shop Drawings: Submit for all items of work of this Section, as enumerated under Article 1.3, showing locations, layouts, materials, thicknesses, finishes, dimensions, construction, relation to adjoining construction, erection details, profiles, jointing and all other details to fully illustrate the work of this Section.
- C. Samples: Submit fabricated samples (of sufficient size to fully show construction, materials and finishes) of all items of work as enumerated under Article 1.3 herein.
- D. Product Data: Submit manufacturer's, fabricator's and finisher's specifications and installation instructions for products used in ornamental metal work, including finishing materials and methods.
- E. Provide signed and sealed calculations per Section 055000.
- F. Loads per Section 055000.

1.7 PRODUCT HANDLING

- A. Protection: Use all means necessary to protect the materials of this Section before, during and after installation and to protect the installed work and materials of all other trades.
- B. Replacements: In the event of damage, immediately make all repairs and replacements necessary at no additional cost to the City of New York.

PART 2 PRODUCTS

2.1 STEEL HANDRAILS AND ACCESSORIES

- A. Provide steel handrails handrails and accessories from these manufacturers. or approved equal.
 - 1. Julius Blum, Co. Inc.
 - 2. King Architectural Metals
 - 3. Wagner

2.2 MATERIALS AND ACCESSORIES

- A. Provide materials which have been selected for their surface flatness, smoothness and freedom from surface blemishes where exposed to view in the finished unit. Exposed to view surfaces which exhibit pitting, seam marks, roller marks, "oil-canning," stains, discolorations, or other imperfections on the finished units will not be acceptable.
- B. Stainless Steel
 - 1. Comply with the following standards for the forms and types of stainless steel for the required items of work.



- a. Pipe: ASTM A 312, Grade TP 304
- b. Sheet, Strip, Flat Bar and Plate: ASTM A 666, Type 304.
- c. Tubing: ASTM A 554, Grade MT 304.
- d. Castings: ASTM A 743A, Grade CF 8 or CF 20.
- e. Bars and Shapes: ASTM A 276, Type 304.

C. Aluminum

1. Comply with the following standards for the forms and types of aluminum for the required items of work.
 - a. Alloy and Temper: Provide alloy and temper as indicated or as otherwise recommended by the aluminum producer or finisher.
 - b. Aluminum Extrusions, Bars and Shapes: Alloy and temper recommended by aluminum producer or finisher for type of use and finish indicated, and with not less than the strength and durability properties specified in ASTM B 221 for 6063-T6.
 - c. Aluminum Plate and Sheet: Alloy and temper recommended by aluminum producer or finisher for type of use and finish indicated, and with not less than the strength and durability properties specified in ASTM B 209, alloy 6061-T6.

D. Malleable Iron Castings: ASTM A 48, Class 30, and shall be uniform in quality, free from blow holes, porosity, hard spots, shrinkage defects, swells, cracks or other defects. Surfaces shall be smooth and true to pattern.

E. Steel (Carbon) for Concealed Supports Only

1. Structural Shapes: ASTM A 36.
2. Plates (for forming or bending cold): ASTM A 283, Grade C.
3. Steel Sheets: ASTM A 366, Grade 1.
4. Shop prime with rust inhibitive primer equal to Series 88 Azerox made by Themec, or approved equal made by Benjamin Moore or Sherwin Williams.

F. Welding Electrodes and Filler Metal: Type and alloy of filler metal and electrodes as recommended by producer of the metal to be welded, and as required for color match, strength and compatibility in the fabricated items.

G. Fasteners: Furnish basic metal and alloy, matching finished color and texture as the metal being fastened, unless otherwise indicated. Provide Phillips flat-head screws for exposed fasteners, unless otherwise indicated.

H. Anchors and Inserts: Either furnish inserts to be set in concrete or masonry work, or provide other anchoring devices as required for the installation of ornamental metal items. Provide toothed steel or lead shield expansion bolt devices for drilled-in-place



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anchors. Provide galvanized or cadmium-coated anchors and inserts for exterior installations.

1. Provide units with exposed surfaces matching the texture and finish of the metal item anchored.

I. Bituminous Paint: SSPC-Paint 12 (cold-applied asphalt mastic).

J. Cast-in-Place and Preinstalled Anchors: Anchors fabricated from corrosion-resistant materials 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 imposed when installed in concrete.

2.3 FABRICATION

A. Cutting: Cut metal by sawing, shearing or blanking. Flame cutting will be permitted only if cut edges are ground back to clean, smooth edges. Make cuts accurate, clean, sharp, square and free of burrs, without deforming adjacent surfaces or metals.

B. Holes: Drill or cleanly punch holes (do not burn), so that holes will be accurate, clean, neat and sharp without deforming adjacent surfaces or metals.

C. Connections

1. Make connections with tight joints, capable of developing full strength of member, flush unless indicated otherwise, formed to exclude water where exposed to water. Locate joints where indicated on drawings. Provide connections to allow for thermal movement of metal at locations and by methods approved by Commissioner. For work exposed to view, use concealed fasteners (unless welded or other connections indicated) with joints accurately fitted, flush and rigidly secured with hairline contacts.

2. Welding: Welding shall be in accordance with recommendations of the American Welding Society and shall be done with electrodes and/or methods recommended by the manufacturers of the metals being welded. Welds shall be continuous, except where spot welding is specifically permitted. Welds exposed to view shall be ground flush and dressed smooth with and to match finish of adjoining surfaces so that joint will not be visible; undercut metal edges where welds are required to be ground flush and dressed smooth. All welds on or behind surfaces which will be exposed to view shall be done so that finished surface will be free of imperfections such as pits, runs, splatter, cracks, warping, dimpling, depressions or other forms of distortion or discoloration. Remove weld splatter and welding oxides from all welded surfaces.

3. Bolts and Screws: Make threaded connections tight with threads entirely concealed. Use lock nuts. Bolts and screw heads, where shown to be exposed to view, shall be flat and countersunk. Cut off projecting ends of exposed bolts and screws flush with nuts of adjacent metal.



- D. **Operating Mechanism:** Operating devices, mechanism and hardware used in connection with this work shall be fabricated, assembled, installed and adjusted after installation so that they will operate smoothly, freely, noiselessly and without excessive friction.
- E. **Built-In Work:** Furnish anchor bolts, inserts, plates and any other anchorage devices, and all other items for architectural metal work to be built into concrete, masonry, or work of other trades, with necessary templates and instructions, and in ample time to facilitate proper placing and installation.
- F. **Supplementary Parts:** Provide as necessary to complete each item of work, even though such supplementary parts are not shown or specified.
- G. **Coordination:** Accurately cut, fit, drill and tap work of this Section to accommodate and fit work of other trades. Furnish or obtain, as applicable, templates and drawings to or from applicable trades for proper coordination of this work.
- H. **Exposed Work:** In addition to requirements specified herein or shown on drawings, all surfaces exposed to view shall be clean, and free from dirt, stains, grease, scratches, distortions, waves, dents, buckles, tool marks, burrs and other defects which mar appearance of finished work. Ornamental metal work exposed to view shall be straight and true to line or curve, smooth arrises and angles as sharp as practicable, miters formed in true alignment, profiles accurately intersecting, and with joints carefully matched to produce continuity of line and design. Exposed fastenings, where permitted, shall be of the same material, color and finish as the metal to which applied, unless otherwise indicated, and shall be of the smallest practicable size.
- I. **Materials used shall be of such strength, thickness and alloy that they are capable of meeting all standards and descriptions specified herein and as detailed on drawings.**

2.4 SHOP FINISHING

A. General

- 1. Comply with NAAMM "Metal Finishes Manual" for finish designations and application recommendations, except as otherwise indicated.
- 2. Provide colors or color matches as indicated on selected samples.
- 3. Protect mechanical finishes on exposed surfaces from damage by application of strippable temporary protective covering prior to shipment.
- 4. **Corrosion Protection:** Coat concealed surfaces which will be in contact with concrete, masonry, wood or dissimilar metals, in exterior work and work to be built into exterior and below grade walls and decks, with a heavy coat of bituminous paint. Do not extend coating onto exposed surfaces.

B. Aluminum



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1. Class I Color Anodized Finish: AA-M12C22A42/A44, Smooth non-specular buffed mechanical finish; chemical etch, medium matte; 0.18 mil minimum thick integrally colored or electrolytically deposited coating conforming to AAMA 608.1 or 606.1.
 - a. Match color range of Architect's samples.

C. Stainless Steel

1. Remove or blend tool and die marks and stretch lines into finish.
2. Grind and polish surfaces to produce uniform, directionally textured, polished finish indicated, free of cross scratches. Run grain with long dimension of each piece.
3. Bright, Directional Polish: No. 4 finish.

2.5 PROTECTION

- A. Provide necessary protection to all exposed surfaces of architectural metal work, so as to prevent damage, staining, discoloration, abrasion, etc., to these surfaces from time of shipment from factory to acceptance of work of this project. Protection shall be provided by wrappings, strippable coatings, or other means. After installation, remove protective paper or strippable coating and clean exposed surfaces, and then provide additional temporary protection to protect architectural metal work from damage during subsequent construction activities. Surfaces which are damaged, stained, discolored, abraded etc., shall be rejected and replaced with new materials, at no cost to the City of New York.

2.6 STEEL FRAMING, BRACING, SUPPORTS AND REINFORCEMENTS

- A. Steel framing, plate reinforcing, supplementary steel framing or reinforcing, bracket assemblies, and the like required for the support, framing, reinforcing, bracing, etc., of work of this Section shall be of such sizes and shapes as indicated on the drawings, or as required to suit the conditions, and shall be provided with all necessary supports and accessory items such as inserts, hangers, braces, struts, clip angles, anchors, bolts, nuts, welds, etc., as required to properly and rigidly fasten, anchor or attach work of this Section in place and to the concrete, masonry and other connecting and adjoining work.

2.7 ORNAMENTAL HANDRAILS AND RAILINGS

- A. Welded Connections: Fabricate handrails and railings for connecting members by welding. Cope components at perpendicular and skew connections to provide close fit, or use fittings designed for this purpose. Weld connections 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 flux immediately.
4. At exposed connections, finish exposed surfaces smooth and blended so no roughness shows after finishing and welded surface matches contours of adjoining surfaces.
5. Form changes in direction of railing members by radius bends.
6. Form simple and compound curves by bending members in jigs to produce uniform curvature for each repetitive configuration required; maintain profile of member throughout entire bend without buckling, twisting, or otherwise deforming exposed surfaces of handrail and railing components.
7. Provide wall returns at ends of wall-mounted handrails, close ends of returns.
8. Close exposed ends of handrail and railing members with prefabricated end fittings.
9. Brackets, Flanges, Fittings, and Anchors: Provide brackets, flanges, miscellaneous fittings, and anchors to interconnect handrail and railing members to other work, unless otherwise indicated.
 - a. Furnish inserts and other anchorage devices for connecting handrails and railings to concrete or masonry work. Fabricate anchorage devices capable of withstanding loads imposed by handrails and railings. Coordinate anchorage devices with supporting structure.
 - b. For railing posts set in concrete, provide preset sleeves of steel, not less than 6 inches long and inside dimensions not less than 1/2 inch greater than outside dimensions of post, with steel plate forming bottom closure.

PART 3 EXECUTION

3.1 INSPECTION

- A. Examine the areas and conditions where ornamental metal work is to be installed and correct any conditions detrimental to the proper and timely completion of the work. Do not proceed with the work until unsatisfactory conditions are corrected to permit proper installation of the work.

3.2 INSTALLATION

- A. **General:** Install work of this Section square, plumb, straight, true to line or radius, accurately fitted and located, with flush, tight hairline joints (except as otherwise indicated or to allow for thermal movement), with provisions for other trades, with provisions to allow for thermal movement, with provisions to exclude water where exposed to weather, and with attachment devices as required for secure and rigid



installation. It is the responsibility of the Contractor to assure himself that shop fabricated architectural metal items will properly fit the field condition. In cases where the shop fabricated architectural metal items do not fit the field condition, the item shall be returned to the shop for correction.

B. Attachments

1. Unless otherwise indicated, work to be built into concrete or masonry shall be anchored with shop welded on galvanized steel strap anchors; work to be attached to concrete or masonry shall be anchored by bolts into embedded inserts or expansion shields; work attached to structural steel shall be anchored by welds or bolts; work attached to metals other than structural steel shall be anchored by bolts or screws. Power actuated fasteners not permitted unless approved by Commissioner. Provide all supplementary parts necessary to complete each item of work of this Section.
2. All attachment devices shall be of type, size and spacing to suit condition and as approved by Commissioner. Provide shims, slotted holes, or other means necessary for leveling, plumbing and other required adjustments. Attachment devices for work exposed to view shall be concealed, unless indicated otherwise. Where bolts or screws are permitted in work exposed to view, they shall be oval head and counter sunk, unless otherwise noted, with projecting end cut off flush with nuts or adjacent material, and shall match adjacent surfaces.
3. Do all necessary drilling, tapping, cutting or other preparations of surrounding construction in the field accurately, neatly and as necessary for the attachment and support of work of this Section, but obtain Commissioner's approval prior to such preparation to work of others.

C. Tolerances: All work of this Section shall be plumb, square, level, true to radius and correctly aligned within the following limitations:

1. Offset from true horizontal, vertical and design location shall not exceed 1/16" per ten (10) feet of length for any component, not cumulative.
2. Maximum offset from true alignment between abutting components shall not exceed 1/32".

D. All railings shall be installed to withstand loads as required by prevailing Building Code.

E. Do not cut or abrade finishes which cannot be completely restored in the field. Return items with such finishes to the shop for required alterations, followed by complete refinishing, or provide new units at Contractor's option.

F. Install concealed gaskets and joint fillers as the work progresses, so as to make the work soundproof or lightproof as required.



- G. Restore protective coverings which have been damaged during shipment or installation of the work. Remove protective coverings only when there is no possibility of damage from other work yet to be performed at the same location.
- H. Retain protective coverings intact and remove simultaneously from similarly finished items to preclude non-uniform oxidation and discoloration.
- I. Field Welding: Comply with AWS Code for the procedures of manual shielded metal-arc welding, the appearance and quality of welds made, and the methods used in correcting welding work.

3.3 CLEANING

- A. Clean stainless steel by washing thoroughly with clean water and soap and rinsing with clean water.

3.4 PROTECTION

- A. Protect finishes of ornamental metal from damage during construction period with temporary protective coverings approved by ornamental metal fabricator. Remove protective covering at the time of Substantial Completion.
- B. Restore finishes damaged during 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

SECTION 06 20 00

CARPENTRY

PART 1 GENERAL

1.1 GENERAL REQUIREMENTS

- A. Work of this Section, as shown or specified, shall be in accordance with the requirements of the Contract Documents.

1.2 LEED BUILDING - GENERAL REQUIREMENTS

- A. The City of New York requires the Contractor to implement practices and procedures to meet the project's environmental goals, which include achieving a LEED™ Silver Green Building rating. Specific project goals which may impact this area of work are listed in the applicable paragraphs of this specification section. The Contractor shall ensure that the requirements related to these goals, 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.

1.3 SECTION INCLUDES

- A. Work of this Section includes all labor, materials, equipment, and services necessary to complete the carpentry work as shown on the drawings and/or specified herein, including, but not limited to, the following:
 - 1. Blocking and miscellaneous wood, including plywood wall lining for telephone and electric closets.
 - 2. Rough hardware.
 - 3. Installation only of finish hardware.
 - 4. Installation only of doors and hollow metal frames.

1.4 RELATED SECTIONS

- A. Architectural woodwork - Section 064023.
- B. Roofing - Section 075200.
- C. Steel doors and frames - Section 081113.
- D. Finish hardware - Section 087100.

1.5 QUALITY ASSURANCE

- A. Lumber Standard: Comply with PS 20.
- B. Plywood Standard: Comply with PS 1 and American Plywood Assoc. (APA).
- C. Shop fabricate carpentry work to the extent feasible and where shop fabrication will result in better workmanship than feasible for on-site fabrication.
- D. Grade Marks: Identify lumber and plywood by official grade mark.
 - 1. Lumber: Grade stamp to contain symbol of grading agency certified by Board of Review, American Lumber Standards Committee, mill number or name, grade of lumber, species grouping or combination designation, rules under which graded where applicable, and condition of seasoning at time of manufacture.
 - a. S-Dry: Maximum nineteen (19) percent moisture content as per ASTM D 2016.
- E. Installation of doors, frames and hardware shall conform to the minimum standards of "Installation Guides for Doors and Hardware" of the Door and Hardware Institute.

1.6 SUBMITTALS

- A. LEED BUILDING Submittal Requirements: The contractor or subcontractor shall submit the following LEED BUILDING certification items:
 - 1. Material cost breakdowns, submitted in the format of the ENVIRONMENTAL BUILDING MATERIALS CERTIFICATION FORM, per Section 018113 - 1.5.C (Sustainable Design Requirements) of these specifications.
 - 2. Additional information to complete the ENVIRONMENTAL BUILDING MATERIALS CERTIFICATION FORM, as requested by the Commissioner.
 - 3. Letters of Certification, Product Cut Sheets, Material Safety Data Sheets, or other items to support the information provided in the ENVIRONMENTAL BUILDING MATERIALS CERTIFICATION FORM, as requested by the Commissioner.
 - 4. Material Safety Data Sheets, for all applicable products. 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).
 - 5. The LEED BUILDING Submittal information shall be assembled into one package per specification section (or per subcontractor), and sent to the Commissioner for review.

- B. Pressure Treatment: Include certification by treating plant stating chemicals and process used, net amount of salts retained and conformance with applicable standards.
- C. Fire-Retardant Treatment: Include certification by treating plant that treatment material complies with governing ordinances and that treatment will not bleed through finished surfaces.

1.7 PRODUCT HANDLING

- A. Deliver carpentry materials to the site ready to use with each piece of lumber clearly marked as to grade, type and mill, and place in an area protected from the elements.
- B. Deliver rough hardware in sealed kegs and/or other containers which shall bear labels as to type and kind.
- C. Pile lumber for rough usage, when delivered to the site in stacks to insure drainage and with a minimum clearance of six (6) inches above grade. Cover stacks with tarpaulins or other watertight coverings. Store grounds and similar small sized lumber inside the building as soon as possible after delivery.
- D. Do not store seasoned lumber in wet or damp portions of the building.
- E. Protect fire retardant treated materials against high humidity and moisture during storage and erection.
- F. Remove delivered materials which do not conform to specified grading rules or are otherwise not suitable for installation from the job site and replace with acceptable materials.
- G. All items specified in Section 087100 of this specification entitled "Finish Hardware" shall be received, accounted for, stored and applied under this Section.
- H. Hardware shall be sorted and stored in space assigned by Contractor and shall be kept at all times under lock and key. The safety and preservation of all items delivered will be the responsibility of the Contractor.

1.8 JOB CONDITIONS

- A. Installer must examine the substrates and supporting structure and the conditions under which the carpentry work is to be installed, and notify the Contractor in writing of conditions detrimental to the work. Do not proceed with the installation until unsatisfactory conditions have been corrected in a manner acceptable to the Installer and the Commissioner.
- B. Coordination: Fit carpentry work to other work; scribe and cope as required for accurate fit. Correlate location of furring, nailers, blocking, grounds and similar supports to allow proper attachment of other work.

PART 2 PRODUCTS**2.1 WOOD MATERIAL****A. General**

1. All wood shall be sound, flat, straight, well seasoned, thoroughly dry and free from all defects. Warped or twisted wood shall not be used.
2. For miscellaneous wood blocking, grounds, furring as required, use Utility Grade Coastal Douglas Fir or Southern Pine, free from knots, shakes, rot or other defects, straight, square edges and straight grain, air seasoned with maximum moisture content of nineteen (19) percent. Wood shall be S4S, S-Dry, complying with PS-20.
3. For closet shelving, provide 3/4" thick A-A INT-APA plywood with 1/4" thick hardwood edges, fire retardant treated as specified herein.
4. Plywood and rough carpentry for telephone and electric closets, provide 3/4" thick C-D EXT-APA plywood, fire retardant treated as specified herein.

B. Wood Treatment

1. All interior wood material specified herein shall be fire retardant treated to comply with the AWWA standard U1 to achieve a flame spread rating of not more than 25 (UL Class "FR-S") when tested in accordance with UL Test 723 or ASTM E 84. The fire retardant chemicals used to treat the lumber must comply with FR-1 of AWWA Standard P49 and be free of halogens, sulfates and ammonium phosphate.
 - a. After treatment, kiln dry to a moisture content of fifteen (15) percent; if wood is to be painted or finished, kiln dry to a moisture content of twelve (12) percent. Treatment shall be equal to "Dricon" made by Arch Wood Protection Inc. or approved equal. Provide UL approved identification on treated materials.
2. For exterior blocking, roofing and sheet metal, pressure treat wood with copper azole, Type B (CA-B); ammoniacal copper quat (ACQ) or similar preservative product that contains no arsenic or chromium. Preservative shall comply with AWWA Standard U1, (.25 lbs./cubic foot of chemical in wood).
 - a. After treatment, kiln dry to a maximum moisture content of fifteen (15) percent. Treatment shall be equal to "Wolmanized Natural Select" made by Arch Wood Protection Inc. or approved equal.
3. Treated wood which is cut or otherwise damaged shall be further treated in accordance with the AWWA Standard M-4.

2.2 HARDWARE

- A. Rough Hardware for Treated Woods and Exterior Use: Hot-dipped galvanized or Type 304 stainless steel.
- B. Nails: Common steel wire, untreated for interior work as per ASTM F 1667.
- C. Bolts: Standard mild steel, square head machine bolts with square nuts and malleable iron or steel plate washers or carriage bolts with square nuts and cut washers conforming to the following:
 - 1. Bolts: ASTM A 307, Grade A.
 - 2. Nuts: ASTM A 563.
 - 3. Lag Screws and Bolts: ASME B 18.2.1.
- D. Expansion Anchors: Anchor bolt and sleeve assembly of material indicated below with capability to sustain, without failure, a load equal to 6 times the load imposed when installed in unit masonry assemblies and equal to 4 times the load imposed when installed in concrete as determined by testing per ASTM E 488 conducted by a qualified independent testing and inspecting agency.
 - 1. Material: Carbon-steel components, zinc plated to comply with ASTM B 633, Class Fe/Zn 5.
 - 2. Material: Stainless steel with bolts and nuts complying with ASTM F 593 and ASTM F 594, Alloy Group 1 or 2; use stainless steel for treated woods and exterior use.
- E. Wood Screws: ASME B 18.6.1.
- F. Concrete and Masonry Anchors: Standard expansion-shield self-drilling type concrete anchors where so shown or noted on the drawings, or where approved by the Commissioner.
- G. In coat closets, provide 1" OD chrome on steel clothes rod with a wall thickness of 0.125", running full width of closet wall, supported at ends with end brackets and supported in the center from shelf above rod using chrome plated rod support.

PART 3 EXECUTION

3.1 INSPECTION

- A. Examine the areas and conditions where carpentry is to be installed and correct any conditions detrimental to the proper and timely completion of the work. Do not proceed with the work until unsatisfactory conditions are corrected to permit proper installation of the work.

3.2 INSTALLATION OF FINISH HARDWARE

- A. Hardware shall be carefully fitted and securely attached, in accordance with these specifications and the instructions of the various manufacturers.
- B. Unless otherwise noted, mount hardware units at heights established in Section 081113.
- C. Install each hardware item in compliance with the manufacturer's instructions and recommendations. Wherever cutting and fitting is required to install hardware onto or into surfaces which are later to be painted or finished in another way, install each item completely and then remove and store in a secure place during the finish application. After completion of the finishes, re-install each item. Do not install surface-mounted items until finishes have been completed on the substrate.
- D. Set units level, plumb and true to line and location. Adjust and reinforce the attachment substrate as necessary for proper installation and operation.
- E. Drill and countersink units which are not factory prepared for anchorage fasteners. Space fasteners and anchors in accordance with industry standards.
- F. Cut and fit threshold and floor covers to profile of door frames, with mitered corners and hair-line joints. Join units with concealed welds or concealed mechanical joints. Cut smooth openings for spindles, bolts and similar items, if any.
- G. All keys used shall be construction keys which are to be tagged with fiber discs as approved, clearly labeled with identifying inscriptions and then neatly arranged in a temporary cabinet. All construction keys shall be returned to the City of New York.
- H. Adjusting and Cleaning
 - 1. Adjust and check each operating item of hardware and each door, to ensure proper operation and function of every unit. Lubricate moving parts with type lubrication recommended by manufacturer (graphite type if no other recommended). Replace units which cannot be adjusted and lubricated to operate freely and smoothly as intended for the application made.
 - 2. Final Adjustment: Wherever hardware installation is made more than one month prior to acceptance or occupancy of a space or area, return to the work during the week prior to acceptance or occupancy, and make a final check and adjustment of all hardware items in such space or area. Clean and re-lubricate operating items as necessary to restore proper function and finish of hardware and doors. Adjust door control devices to compensate for final operation of heating and ventilating equipment.

3.3 INSTALLATION OF DOORS AND FRAMES

- A. Preparation
 - 1. Remove welded-in shipping spreaders installed at factory.

2. Prior to installation and with installation spreaders in place, adjust and securely brace standard steel door frames for squareness, alignment, twist, and plumb to the following tolerances:
 - a. Squareness: Plus or minus 1/16 inch, measured at door rabbet on a line 90 degrees from jamb perpendicular to frame head.
 - b. Alignment: Plus or minus 1/16 inch, measured at jambs on a horizontal line parallel to plane of wall.
 - c. Twist: Plus or minus 1/16 inch, measured at opposite face corners of jambs on parallel lines, and perpendicular to plane of wall.
 - d. Plumbness: Plus or minus 1/16 inch, measured at jambs on a perpendicular line from head to floor.
3. Drill and tap doors and frames to receive non-templated mortised and surface-mounted door hardware.

B. Installation

1. General: Provide doors and frames of sizes, thicknesses, and designs indicated. Install steel doors and frames plumb, rigid, properly aligned, and securely fastened in place; comply with Drawings and manufacturer's written instructions.
2. Set frames accurately in position; plumbed, aligned, and braced securely until permanent anchors are set. After wall construction is complete, remove temporary braces, leaving surfaces smooth and undamaged.
 - a. Install frames in accordance with ANSI 250.11-20001, Recommended Erection Instructions for Steel Frames, unless more stringent requirements are specified herein.
 - b. At fire-protection-rated openings, install frames according to NFPA 80.
 - c. Where frames are fabricated in sections due to shipping or handling limitations, field splice at approved locations by welding face joint continuously; grind, fill, dress, and make splice smooth, flush, and invisible on exposed faces.
 - d. Install frames with removable glazing stops located on secure side of opening.
 - e. Frames set in masonry walls shall have door silencers installed in frames before grouting.
 - f. Remove temporary braces necessary for installation only after frames have been properly set and secured.
 - g. Check plumb, squareness, and twist of frames as walls are constructed. Shim as necessary to comply with installation tolerances.
3. Floor Anchors: Provide floor anchors for each jamb and mullion that extends to floor and secure with post-installed expansion anchors.
 - a. Floor anchors may be set with powder-actuated fasteners instead of post-installed expansion anchors if so indicated and approved on Shop Drawings.

4. **Metal-Stud Partitions:** Solidly pack mineral-fiber insulation behind frames conforming to the requirements of Section 072100, "Thermal Insulation."
 5. **In-Place Concrete or Masonry Construction:** Secure frames in place with post-installed expansion anchors. Countersink anchors, and fill and make smooth, flush, and invisible on exposed faces.
 6. **In-Place Gypsum Board Partitions:** Secure frames in place with post-installed expansion anchors through floor anchors at each jamb. Countersink anchors, and fill and make smooth, flush, and invisible on exposed faces.
 7. **Ceiling Struts:** Extend struts vertically from top of frame at each jamb to supporting construction above, unless frame is anchored to masonry or to other structural support at each jamb. Bend top of struts to provide flush contact for securing to supporting construction above. Provide adjustable wedged or bolted anchorage to frame jamb members.
 8. **Installation Tolerances:** Adjust steel door frames for squareness, alignment, twist, and plumb to the tolerance given in HMMA 841 of ANSI/NAAMM, current edition.
 9. **Steel Doors:** Fit hollow metal doors accurately in frames to the tolerances given in HMMA 841 of ANSI/NAAMM, current edition.
 - a. **Fire-Rated Doors:** Install doors with clearances according to NFPA 80.
 10. **Glazing:** Comply with installation requirements in Division 8 Section "Glass and Glazing" and with standard steel door and frame manufacturer's written instructions.
 - a. Secure stops with countersunk flat- or oval-head machine screws spaced uniformly not more than 9 inches o.c., and not more than 2 inches o.c. from each corner.
- C. **Adjustments:** Check and readjust operating finish hardware items just prior to final inspection. Leave work in complete and proper operating condition. Remove and replace defective work, including doors or frames which are warped, bowed or otherwise unacceptable.

3.4 BLOCKING AND MISCELLANEOUS WOOD

A. General

1. Erect rough carpentry true to line, levels and dimensions required; squared, aligned, plumbed, and securely fastened in place.
2. Shim where required to true up furring, blocking and the like. Use wood or metal shims only.

3. Do all cutting, fitting, drilling and tapping of other work as required to secure work in place and to perform the work included herein. Do all the cutting and fitting of carpentry work, for the work of other trades as required.

B. Blocking and Miscellaneous Wood

1. Furnish and install all wood grounds, furring, blocking, curbs, bucks, nailers, etc., that may be necessary and required in connection with the carpentry and with the work described for any other trades and including required carpentry for electrical fixtures. All blocking and nailers shall be continuous wherever required, whether or not so indicated.
2. Blocking shall be as required for the proper installation of the finished work and for items in mechanical sections as required. Blocking, edgings, stops, nailing strips, etc., shall be continuous, unless distinctly noted otherwise. Provide blocking as required to install all equipment. Provide blocking and nailers where shown or required to fasten interior sheet metal work.
3. Fastening for wood grounds, furring and blocking shall be of metal and of type and spacing as best suited to conditions. Hardened steel nails, expansion screws, toggle bolts, self-clinching nails, metal plugs, inserts or similar fastenings shall be used, of suitable type and size to draw the members into place and securely hold same.

C. Rough Lumber for Roofing and Sheet Metal

1. Furnish and install all wood nailing strips and wood blocking required in connection with respective types of roofing, fans, flashings, and sheet metal work, using preservative treated wood as herein before specified.
2. Wood blocking shall be of sizes and shapes as indicated on the drawings and/or designed for the reception of curb flashings for roof ventilators and similar items.
3. All nailing strips and blocking shall be carried out in accordance with the printed installation instructions, and/or recommendations of the accepted manufacturer of the roofing materials, and in coordination and cooperation with the sheet metal work trades.
4. All blocking and nailing strips shall be firmly secured in place using counter bored bolt and nut fastenings, or secured by any other proposed flush surfaced fastenings.
5. Wood nailing strips or blocking required to be embedded in concrete work shall be furnished in time due for placing, prior to start of concrete operations. Locations and spacings of nailing strips or blocking shall be performed in coordination with the concrete trades, as required for respective installations.

3.5 TELEPHONE AND ELECTRIC EQUIPMENT MOUNTING BOARDS

- A. Furnish and install 3/4" thick plywood panels to the walls of the telephone and electric equipment rooms in accordance with the requirements of the local utility company.

- B. Secure to wall using proper devices for substrates encountered, spaced twelve (12) inches o.c., maximum around the edges, 1-1/2" from corners, and in three (3) rows of three (3) each in the field. Recess fastening devices flush with the plywood surface. Adjacent panels shall be butted with 1/16" space between without lapping.

3.6 COAT CLOSET

- A. In coat closets provide twelve (12) inches wide plywood shelf running full width of closet, supported on continuous wood pin rail. Below shelf install coat rod as specified herein.

3.7 ROUGH HARDWARE

- A. Securely fasten rough carpentry together. Nail, spike, lag screw or bolt as required by conditions encountered in the field and the Contract Documents.
- B. Provide rough or framing hardware, such as nails, screws, bolts, anchors, hangers, clips, inserts, miscellaneous fastenings, and similar items of the best quality and of the proper size and kind to adequately secure the work together and in place, in a rigid and substantial manner.
- C. Secure rough carpentry to masonry with countersunk bolts in expansion sleeves or other acceptable manner, with fastenings not more than sixteen (16) inches apart. Secure woodwork to hollow masonry with toggle bolts spaced not more than sixteen (16) inches apart.
- D. Countersink bolts in nailers and other rough woodwork and include washers and nuts. Cut bolts off flush with surfaces and peen as may be required to receive finished work.
- E. Inserts to secure wood nailers to concrete shall be malleable iron threaded inserts with 3/8" diameter bolts of length to allow for countersinking. Locate at end of each nailer and at intervals not exceeding thirty (30) inches o.c.
- F. Furnish to the mason for building into the work, or attaching the work which is to be built in, anchors, bolts, wall plates bolted to masonry, corrugated wall plugs, nailing blocks, etc., which are required for the proper fastening and installation for the work or other items as called for in this Section.
- G. Detailed instructions with sketches of necessary requirements, shall be given to the masonry trade showing the location and other details of such nailing devices.

3.8 CLEANING UP

- A. General: Keep the premises in a neat, safe and orderly condition at all times during execution of this portion of the work, free from accumulation of sawdust, cut-ends and debris.
- B. Sweeping

1. At the end of each working day, or more often if necessary, thoroughly sweep all surfaces where refuse from this portion of the work has settled.
2. Remove the refuse to the area of the job site set aside for its storage.
3. Upon completion of this portion of the work, thoroughly broom clean all surfaces.

END OF SECTION

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SECTION 06 40 23

ARCHITECTURAL WOODWORK

PART 1 GENERAL

1.1 GENERAL REQUIREMENTS

- A. Work of this Section, as shown or specified, shall be in accordance with the requirements of the Contract Documents.

1.2 LEED BUILDING - GENERAL REQUIREMENTS

- A. The City of New York requires the Contractor to implement practices and procedures to meet the project's environmental goals, which include achieving a LEED™ Silver Green Building rating. Specific project goals which may impact this area of work are listed in the applicable paragraphs of this specification section. The Contractor shall ensure that the requirements related to these goals, 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.

1.3 SECTION INCLUDES

- A. Work of this Section includes all labor, materials, equipment, and services necessary to complete the architectural woodwork as shown on the drawings and/or specified herein, including, but not limited to, the following:
1. Wood casework and counters with special veneers.
 2. Wood casework and counters with plastic laminate finish.
 3. Hardware for casework.
 4. Solid surface counter tops.
 5. Wood shelving.
 6. Wood framing and rough lumber as required for work of this Section.
 7. Wood grounds, blocking, nailers, furring as required for work of this Section.
 8. All rough hardware and fastenings for work of this Section.
 9. Drilling concrete and masonry, drilling and/or tapping metal work, as required, for the installation of work of this Section.
 10. Back painting as specified herein.



11. Shop finish of work of this Section, except items indicated herein to be shop primed only.

1.4 RELATED SECTIONS

- A. Carpentry - Section 062000.
- B. Caulking between architectural woodwork and any wall, floor, or ceiling joints - Section 079200.
- C. Field finishing - Section 099000.

1.5 QUALITY STANDARDS

- A. The quality standards of the Architectural Woodwork Institute, "Architectural Woodwork Standards," 1st Edition, dated October 1, 2009, shall apply to all workmanship including materials and installation, for architectural woodwork and by reference are made a part of this specification. All work shall conform to "Premium" grade requirements of the AWI "Architectural Woodwork Standards," unless otherwise modified herein.
- B. In the event of a dispute as to the quality grade (or grades), the Contractor shall call upon the Architectural Woodwork Institute for an inspection under AWI's Quality Certification Program which shall include a QCP Inspection and Report. The Contractor agrees to abide by the decision of this Report.. The cost of said inspection and report shall be borne by the Contractor.
- C. Employ only tradesmen experienced in the fabrication and installation of architectural woodwork.
- D. Woodworking firm must be accredited by the AWI Quality Certification Program (QCP).

1.6 SUBMITTALS

- A. LEED BUILDING Submittal Requirements: The contractor or subcontractor shall submit the following LEED BUILDING certification items:
 - 1. Material cost breakdowns, submitted in the format of the ENVIRONMENTAL BUILDING MATERIALS CERTIFICATION FORM, per Section 018113 - 1.5.C (Sustainable Design Requirements) of these specifications.
 - 2. Additional information to complete the ENVIRONMENTAL BUILDING MATERIALS CERTIFICATION FORM, as requested by the Commissioner.
 - 3. Letters of Certification, Product Cut Sheets, Material Safety Data Sheets, or other items to support the information provided in the ENVIRONMENTAL BUILDING MATERIALS CERTIFICATION FORM, as requested by the Commissioner.



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4. Material Safety Data Sheets, for all applicable products. 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).
5. The LEED BUILDING Submittal information shall be assembled into one package per specification section (or per subcontractor), and sent to the Commissioner for review.

B. Shop Drawings

1. Submit shop drawings of all woodwork specified and indicated on the drawings. Shop drawings shall indicate room plans and elevations at 3/4" equals 1'-0" scale and typical construction details at 3" equals 1'-0" scale. Shop drawings shall indicate all materials, thicknesses and finishes.
2. Shop drawings shall show all finish hardware, anchors, fastenings and accessories.
3. Shop drawings shall show all jointing, joint treatment and butt jointing in veneers and plastic laminate.
4. Shop drawings for cabinet work must show centerline height and horizontal location of all required internal wall blocking.
5. Where architectural woodwork deviates from AWI standards noted herein, shop drawings must identify these deviations.

C. Samples: Submit samples of each of the following items:

1. Plastic laminate, twelve (12) inches square, including a section of outside corner.
2. Transparent finish for each species of wood veneer laminated to particleboard, twelve (12) inches square, for each finish specified or shown.
3. Cabinet hardware.

1.7 QUALIFICATIONS

- A. The contractor or subcontractor performing the work of this Section must, within the last five (5) consecutive years prior to the bid opening, have successfully completed in a timely fashion at least three (3) projects similar in scope and type to the required work.

1.8 COORDINATION

- A. Coordinate the work of this Section with other appropriate Sections of the specifications to insure proper scheduling for fabrication and installation of the work specified herein



- B. Coordinate with partition and finish trades to insure that proper provisions are made for the installation of the work specified herein.
- C. Verify all dimensions in the field prior to fabrication of all Architectural Woodwork to assure proper fit.

1.9 PRODUCT HANDLING

- A. All materials and work of this Section shall be protected from damage, from time of shipment from shop to final acceptance of work. Cover, ventilate, and protect work of this Section from damage caused by weather, moisture, heat, staining, dirt, abrasions, any other causes which may adversely affect appearance or use, or which may cause deterioration of finish, warping, distortion, twisting, opening of joints and seams, delamination, loosening, etc., of work of this Section.
- B. Keep all finish carpentry, millwork, and cabinet work under cover both in transit and at the premises. Do not deliver any finish carpentry, millwork or cabinet work before it is required for installation. Protect such work to avoid damage in transit, during erection and after erection until acceptance of the building; use all such methods to provide the proper protection. Remove such protection when directed by the Commissioner.
- C. Deliver finish carpentry, millwork, and cabinet work in a dry stable condition; protect same against injury and dampness. Do not store or install finish carpentry, millwork or cabinet work until after the concrete, masonry and plaster work are thoroughly dry.
- D. Damaged or defective items of work of this Section are subject to rejection and replacement with new by Contractor, at no cost to City of New York.

1.10 JOB CONDITIONS

- A. Humidity Controls: The ambient relative humidity at the site, including both the storage and the installation areas, shall be maintained between 25% and 55% prior to delivery and through the life of the installation.
- B. Determine equilibrium moisture content and maintain required temperature and relative humidity as required for a tolerance of plus or minus one (1) percent of the specified optimum moisture content until woodwork receives specified finishes. Refer to "Guide to Wood Species Selection," AWI, for method of determining equilibrium moisture content values.
- C. Examination of Substrate and Conditions: The installer must examine the substrate and the conditions under which the work of this Section is to be performed, and notify the Contractor in writing of unsatisfactory conditions. Do not proceed with work under this Section until unsatisfactory conditions have been corrected in a manner acceptable to the Installer.
- D. Areas to receive architectural woodwork must be fully enclosed with windows and/or curtain wall installed and glazed, exterior door in place, HVAC systems operational and



temporary openings closed. Any plaster, wet grinding and concrete work shall be fully dry.

- E. Architectural woodwork shall be allowed to come to equilibrium on site for 7 days prior to installation.

PART 2 PRODUCTS

2.1 BASIC REQUIREMENTS

- A. Wood Moisture Content: Provide kiln-dried (KD) lumber with an average moisture content range of nine (9) to twelve (12) percent for exterior work and six (6) to eleven (11) percent for interior work.
- B. Measurements: Before proceeding with woodwork required to be fitted to other construction, obtain field measurements and verify all dimensions of shop drawing details as required for accurate fit.
- C. Compatibility of Grain and Color: Architect reserves the right to select materials for best compatibility between visually related members and veneers.
- D. Machine and sand woodwork to comply with requirements of Standards for specified grade.
- E. Fabricate woodwork to dimensions, profiles and details shown. Rout or groove back of flat trim members, kerf backs of other wide flat members except plywood or veneered members.
- F. Miter joints by joining, splining and gluing to comply with requirements for the specified grade.
- G. Inspect each piece of lumber and plywood or each unit of woodwork after drying; do not use twisted, warped, bowed or otherwise damaged or defective wood.

2.2 GENERAL - MATERIALS

- A. Softwood lumber shall conform to the requirements of the latest edition of American Lumber Standards Simplified Practice Recommendation R-16. Grades shall conform to the grading rules of the Association having jurisdiction, and shall bear the official grade and trademark of the Inspection Bureau of the Association and a mark of mill identification.
- B. Framing and Rough Lumber: No. 1 KD grade Southern Pine or Dense Construction grade Douglas Fir, having extreme fiber in bending stress of at least 1700 psi, surfaced four sides (S4S). Provide fire retardant treatment meeting requirements of Section 06200.
- C. Grounds, Blocking, Nailers, Furring: Southern Pine, Douglas Fir or Sitka Spruce, grade to suit particular purpose and to be straight, square edged, straight grained, surfaced



four sides (S4S), and which will retain nails and screws without splitting. Provide fire retardant treatment.

D. Lumber: AWI Section 3 with the following requirements:

1. Hardwood for Transparent Finish: Premium Grade, select veneer per Finish Schedule matching adjoining veneers unless otherwise shown or specified, and free from cat's eyes, bird's eyes, burls, curls or cross grains.
2. Hardwood for Opaque Finish: Any hardwood which, when finished, will not show any grain, imperfection or other surface defects when used with the opaque finish specified.

E. Plywood: AWI Section 4; Veneer core, particleboard, or plywood core unless otherwise specified, and with the following requirements:

1. Hardwood: Premium Grade, face veneers as shown or specified
2. Particleboard: Premium Grade, fire retardant for wall paneling only equal to Duraflake FR and Duraflake for cabinets. In addition, particleboard and MDF shall be certified to the following EPP CPA 3-08 formaldehyde emission limits:
 - a. Particleboard meets 0.18 ppm.
 - b. MDF meets 0.21 ppm.
3. Decorative plywood: Finply, Apply or approved equal.
4. Edges: Banded with hardwood in accordance with Premium Grade Standards.
 - a. Where indicated, provide plastic laminate surface with decorative plywood exposed edge.

F. Veneers

1. Face Veneers for Transparent Finish: AWI, Premium Grade of species per finish schedule. Veneer must be flitch matched, sequence matched, book matched, end matched and centered balanced.
2. Face Veneers for Opaque Finish: Any closed grain hardwood veneer that, when finished, will not show grain, imperfection or other surface defects when used with the opaque finish specified.

G. Finishing (Wood)

1. Transparent Finish for Paneling, Casework and Trim
 - a. AWI Factory Finish System "Conversion Varnish", System 5, Transparent.
 - b. AWI Premium Grade.
 - c. Stain: As selected by Commissioner.
 - d. Degree of Sheen: As selected by Commissioner.



2.3 PLASTIC LAMINATE

- A. Face Sheets: NEMA Publication LD3, Grade GP50, Type I, 0.05" thick, as manufactured by Formica, Nevamar, Wilson-Art. Color, pattern and finish as selected by the Commissioner.
- B. Backing Sheets: Non-decorative, high-pressure plastic laminate, NEMA LD3, Grade BK20, 0.02" thick.
- C. Edges: Finish with plastic laminate to match face and applied before face sheets are applied, unless otherwise shown or specified.

2.4 METAL

- A. Steel
 - 1. Structural Steel Shapes and Plates: ASTM A 36.
 - 2. Hot-Rolled Carbon Steel Sheets: Commercial quality, ASTM A 569, may be used for concealed parts only. Galvanize sheets for planters.
 - 3. Finishes
 - a. Primer for Unexposed Metal: Zinc chromate primer.

2.5 GLASS

- A. Comply with the requirements of Section 088000.

2.6 MISCELLANEOUS PRODUCTS

- A. Fasteners
 - 1. Wood Screws: FS FF-S-111, type, size, material and finish as required for the condition of use.
 - 2. Nails: FS FF-N-105, type, size, material and finish as required for the condition of use.
 - 3. Anchors: Type, size, material and finish as required for the condition of use.
 - 4. Staples: Upholstery type staples of sufficient strength to hold fabric taut in place without sagging.
- B. Adhesives
 - 1. For Laminating Plastic Laminate Surfaces: Urea resin, Type II, as recommended by fabricator.



2. For All Other Uses: polyvinyl acetate resin emulsion or other type as recommended by the fabricator..

2.7 CABINETS WITH PLASTIC LAMINATE FINISH

A. General

1. Fabricate all cabinetry and millwork to the "Premium Grade" standards of the AWI, Section 10.
2. Face construction of cabinets shall be "Flush Overlay."
3. Provide 3/4" thick doors, drawer fronts and fixed panels (including thickness of plastic) except where required to be thicker by Standards; and provide flush units.
4. Provide dust panels of 1/4" thick plywood or tempered hardboard above compartments and drawers, except where located directly below countertops.
5. Exposed Edges: Plastic laminate matching exposed panel surfaces. Ease exposed edge of overlap sheet.

B. Plastic Laminate

1. Plastic Laminate for Horizontal Surfaces: 0.050" thick, general purpose type (high pressure).
2. Plastic Laminate for External Vertical Surfaces: 0.028" thick, general purpose type (high pressure).
3. Plastic Laminate for Post Forming: 0.042" thick, post forming (high pressure).
4. Plastic Laminate for Cabinet Linings: 0.020" thick, cabinet liner (high pressure).
5. Plastic Laminate for Concealed Panel Backing: 0.020" thick, backer type (high pressure).
6. Plastic Laminate Colors and Patterns: As selected by the Commissioner from manufacturer's standard satin finish products. Acceptable Manufacturers: Wilson-Art, Nevamar, Formica.

- C. Shop Assembly: All work shall be shop assembled. Work that is too large for entrance into the use area shall be fabricated in attachable sections with provisions for reconnection in the using space.

- D. Material Thicknesses: See drawings for general materials thicknesses. Minimum thickness of solid lumber for web frames, trim, bases, etc., shall be 3/4". Minimum thickness of plywood and particleboard shall be 3/4".

- E. Sizes: See drawings for woodwork sizes required. The manufacturer shall check field dimensions and verify all openings and actual field conditions prior to fabrication of work.



- F. Manufacturer is responsible for rigidity and structural stability.
- 2.8 PLASTIC LAMINATE COUNTERTOPS AND VANITIES
- A. Grade: Same as AWI grade required for cabinet work; plastic laminate finish.
- B. Construction
1. Provide back-splash and end-splash, where detailed; top-mounted square butt joint, fully covered with matching plastic laminate, eased edges.
 2. Exposed Counter Edges: Plastic laminate matching surface, except as otherwise indicated. Ease exposed edges of overlap sheet.
 3. Cut openings for equipment to be installed. Comply with equipment manufacturer's requirements, but provide internal corners of 1/8" minimum radius. Smooth saw cut and ease edges.
 4. Seal cut edges of counter at openings for sinks and other "wet" equipment, using waterproofing compound recommended by plastic manufacturer and compatible with laminating adhesive.
- 2.9 BUILT-IN CABINETS, WOODWORK WITH WOOD VENEER FINISH
- A. Construction: Details of cabinet and wood work construction shall conform to design as detailed on the drawings and shall be constructed in accordance with AWI Section 10, Premium Grade.
- B. Finishing: All work shall be factory pre-finished. No field finishing will be permitted, except minor retouching that is necessary after installation to leave work in perfect condition. Field touch-up shall be accomplished using the same finishes as originally applied at the factory. All finishes shall be free from runs, sags and other visual defects. All wood shall be thoroughly hand smoothed and hand sanded to remove all traces of machine and tool marks. All steel or other metal components shall be deburred, thoroughly cleaned and degreased prior to finishing. Requirements for surface preparation shall be in accordance with AWI Standards specified. Surfaces shall be finished as follows:
1. Wood veneers shall be as specified herein, flitches to be selected by Commissioner. Veneer shall be minimum 1/28" thick.
 2. All wood veneer surfaces shall be given transparent finish as specified herein.
 3. Backing Veneer: Provide backing veneer, of same thickness and strength as face veneer for balanced construction, where plywood surface not exposed, not semi-exposed, or not to be finished. Note that interior surface of cabinets, closets, are to be finished.



- C. Edge Banding: All visible edges of case and body members fabricated from plywood shall be banded. Transparent finished wood veneer panels shall be banded with wood species to match face veneers.

2.10 SOLID PLASTIC COUNTERS

- A. Provide 1/2" thick "Corian" counters as manufactured by E.I. Du Pont or approved equal made by Avonite, Wilson Art or Gibraltar meeting standards specified herein. Counters to be of color as selected by the Commissioner.
- B. Material: Cast, filled, acrylic; not coated, laminated or of composite construction, meeting ANSI Z124-1980, Type Six, and ISS FA-2.01 "Classification and Standards Publication of Solid Surfacing Material" as published by the International Solid Surface Fabricator Association.
- C. Counters shall be adhesively joined with no exposed seams, having edge details shown on drawings.
- D. Material shall conform to the published performance characteristics of ISSFA-2-01.
- E. Joint Adhesive: Manufacturer's standard two-part adhesive kit to create inconspicuous, non-porous joints.
- F. Sealant: Manufacturer's standard mildew-resistant, FDA/UL recognized silicone sealant in colors matching components.
- G. Fabrication
 - 1. Factory fabricate components to custom sizes and shapes indicated, in accordance with approved shop drawings.
 - 2. Form joints between components using manufacturer's standard joint adhesive; without conspicuous joints.
 - 3. Provide factory cutouts for plumbing fittings and accessories as indicated on the drawings.
 - 4. Cut and finish component edges with clean, sharp returns. Route radii and contours to template. Repair or reject defective and inaccurate work.
- H. Warranty: The manufacturer shall warrant to the City of New York that manufacturer will at its option repair or replace without charge, such product if it fails due to a manufacturing defect during the first 10 years after initial installation. This includes all labor charges needed to repair or replace the product covered hereunder.

2.11 CABINET HARDWARE

- A. Architectural Woodwork Hardware: Provide the following items, or their approved equal, as required:
 - 1. Hinges: Hafele concealed hinges.



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2. Catches: Magnetic; top and bottom.
3. Pulls: Selected by the Commissioner.
4. Locks: Directed by the Commissioner.
5. Drawer Slides: Accuride, Model 7434, full extension, 100 lb. capacity.
6. Shelf Supports: Pin and grommet system equal to No. 282.01.701 pin and 282.50.704 grommet made by Hafele.
7. Finish: Satin Stainless Steel.
8. Closet Hardware: Oval wardrobe rails, chrome plated steel with center bracket and wall support brackets made by Hafele or approved equal.

2.12 FABRICATION - GENERAL

- A. Provide lumber framing for architectural woodwork, complete with all bracing and fastening devices as required for a rigid installation, and as required to sustain the imposed loads.
- B. Do all fabrication from field measurement with provision for scribing as required to meet built-in conditions.
- C. Coordinate the work of this Section with the work of other trades.
- D. Fabricate units in largest practicable sections. Assemble in the shop for trial fit, disassemble for shipment and reassemble with concealed fasteners.
- E. Maintain relative humidity and temperature during fabrication, storage and finishing operations matching that of the areas of installation.
- F. Details indicate the required type and quality of construction. Modifications to conform to manufacturer's standards will be considered providing they comply with the Contract Documents, maintain the profiles shown and subject to acceptance by the Commissioner.
- G. Reinforcing shown is minimum. Provide additional reinforcing as required to ensure a rigid assembly. Exposed surfaces shall be free from dents, tool marks, warpage, buckle, glue and open joints, or other defects affecting serviceability or appearance. Accurately fit all joints, corners and miters. Conceal all fasteners. Make threaded connections up tight so that threads are entirely concealed.
- H. Factory finish all items where possible. Defer final touch-up, cleaning and polishing until after delivery and installation.
- I. Comply with AWI, Premium Grade standards for sanding, filling countersunk fasteners, back priming and similar preparations for the finishing of architectural woodwork, as applicable to each unit of work.



- J. Prepare all countersunk wood screw attachments for wood plugs. Wood plugs shall match surrounding species and grain direction; putty filling is not acceptable.

2.13 FABRICATION - SPECIFIC ITEMS

A. Casework

1. Include all preparations for mechanical, electrical, telephone and plumbing work required.
2. Provide cabinet hardware for casework as shown.
3. Provide dust panels in body webs and between drawer units.
4. Provide wood veneers for exposed surfaces as specified herein before.
5. Hollow core doors will not be permitted.
6. Provide matching veneers for edge treatments of case body members where transparent finishes are indicated or specified.
7. Provide drawers with slides as specified. Drawers shall not rest on web body frames.
8. Provide wood veneers for transparent finish, of matching and continuing grain, for drawer and door edges.

B. Closet and Storage Shelving

1. Provide closet and storage shelving in accordance with AWI Section 600, Custom Grade, unless otherwise shown or specified.
2. Exposed edges shall have hardwood edge bands.

- C. Standing and Running Trim: Provide standing and running trim of the sizes, profiles, species and finish as specified or shown and complying with AWI Section 6, Premium Grade.

PART 3 EXECUTION

3.1 INSPECTION

- A. Examine the areas and conditions where architectural woodwork is to be installed and correct any conditions detrimental to the proper and timely completion of the work. Do not proceed with the work until unsatisfactory conditions are corrected to permit proper installation of the work.

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3.2 FRAMING

- A. Use specified framing lumber, sizes and spacing as indicated on drawings and as required to support loads.
- B. Framing shall be cut square on bearings, closely fitted, accurately set to required lines and levels, rigidly secured in place at bearings and connection with nails, lag screws and/or bolts as required by conditions.

3.3 GROUNDS, BLOCKING, NAILERS AND FURRING

- A. Provide all wood grounds, blocking, nailers, furring, and the like for work of this Section, where shown and where required, dressed to size indicated or required to suit the condition. Install grounds, blocking, nailers, furring, etc., rigidly, in proper alignment, trued with a long straight edge.

3.4 ROUGH HARDWARE

- A. Provide all rough hardware, such as nails, screws, bolts, anchors, hangers, clips and similar items. Hardware shall be of the proper size and kind to adequately secure the work together and in place, in a rigid and substantial manner. Use galvanized hardware at exterior walls, and at other locations where subject to moisture or where water will be present.
- B. Secure wood to concrete and to solid masonry with countersunk bolts in expansion sleeves or other approved manner, to steel with countersunk bolts, to hollow masonry and to drywall with heavy duty countersunk toggle bolts. Space fastenings not more than sixteen (16) inches apart. Hardened cut nails, power-driven fastenings, or other suitable devices may be used where approved by the Commissioner.
- C. Connections and fastenings shall be made in such manner as will compensate for swelling and shrinkage and shall permit the work to remain permanently in place without any splitting or opening of joints.

3.5 INSTALLATION OF CABINET FINISH HARDWARE

- A. All items of finish hardware furnished under this Section shall be carefully fitted and secured in place as part of the work of this Section. Locations and positioning of hardware shall be subject to the Commissioner's approval. Care shall be taken not to mar or damage hardware, or other work. Install doors plumb and true. Hardware shall be fitted to assure operation without forcing.
- B. After preliminary fitting of hardware, the Contractor shall remove trim for painting and finishing work; after which he shall reinstall the hardware in a permanent manner.
- C. Upon completion of the work, before final acceptance of the building by the City of New York, the Contractor shall, in the presence of the Commissioner, show that all hardware is in satisfactory working order; fit all keys in their respective locks and, upon acceptance of the work, shall tag and deliver all keys to the Commissioner and City of New York.



- D. When directed by the City of New York, at any time during the first year after the completion of the Contract, the Contractor shall return to the building and adjust and refit the work and hardware, and leave such items in satisfactory working order.

3.6 GENERAL INSTALLATION

- A. Wall anchorage and general installation procedures for cabinetry work shall conform to AWI Section 10, Article entitled "EXECUTION", Sub-Article 6.1 with all related subparagraphs.
- B. Install the work plumb, level, true and straight with no distortions. Shim as required using concealed shims. Install to a tolerance of 1/8" in 8'-0" for plumb and level (including countertops), and with 1/16" maximum offset in flush adjoining surfaces, 1/8" maximum offset in revealed adjoining surfaces.
- C. Scribe and cut work to fit adjoining work, and refinish cut surfaces or repair damaged finish at cuts.
- D. Anchor woodwork to anchors or blocking built in or directly attached to substrates. Secure to grounds, stripping and blocking with countersunk, concealed fasteners and blind nailing as required for a complete installation.

3.7 CLOSET AND STORAGE SHELVING

- A. Provide closet and storage shelving at the locations shown. Provide hang rods where shown. Set adjustable center hangers.

3.8 CABINET WORK AND MILLWORK

- A. General
 1. Materials and workmanship shall conform to the Quality Standards of the Architectural Woodwork Institute specified herein and to the drawings.
 2. Cabinet work and millwork shall be performed by experienced cabinet work and millwork company, having craftsmen skilled in their trade.
 3. Fabricate all cabinet work and millwork completely in the shop, in complete and/or as large units as practical, leaving only fitting, assembly, installation and a minimum of fabrication and finishing to be done at the building. Assembled work shall be rigidly secured and permanently fastened together with concealed fasteners.
 4. Afford Commissioner every facility for inspection of work at shop or mill at such times as the Commissioner may select.
 5. As far as practicable, use concealed fastenings for joining and assembling the work. Where this is impossible, the means of securing shall be placed in inconspicuous places and methods of joining and assembling submitted for Commissioner's approval prior to fabrication.



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6. Mill all finish wood accurately to detail, with clean cut moldings, profiles and lines, machined, sanded smooth, housed, jointed, blocked, put together in the best manner, with provision for swelling and shrinkage, and to assure the work remaining in place without warping, splitting or opening of joints.
 7. Cut trim to dimensions and profiles shown, from solid stock.
 8. Make all trim and the like in single lengths wherever possible; joints mitered, glued and splined. Continuous members shall have tight flush joints, doweled or splined and glued.
 9. Make all joints hairline tight, fitted accurately and joined with hardwood splines or dowels, glued together, or by other method approved by Commissioner. Use screws, not nails, for fastenings.
 10. Gluing shall, where practicable, be by the hot plate press method and glued surfaces shall be in close contact throughout. Glue stains on finished work will not be permitted.
 11. Cover surface fastenings, where permitted, with matching wood plugs or wood putty. Finish exposed edges of plywood with matching solid stock. Lock miter external corners; tongue and groove internal corners to allow for contraction and expansion.
 12. Machine sand with grain, finish with hand sanding, leave exposed surfaces free from machine or tool marks that will show through the finish.
 13. Work which adjoins drywall, concrete, or other finish shall be fitted and scribed in a careful manner and ample allowance shall be given for cutting and scribing.
 14. Erect work true to lines, levels and dimensions, square, aligned and plumb, securely and rigidly fastened in place.
- B. Cabinet Work: Provide all items of cabinet work indicated on drawings and as herein specified.
1. Tops, sides, backs, bottoms, dividers, shelves, fronts, doors and drawer fronts shall be of plywood or flakeboard core, with the specified wood veneer or plastic laminate as indicated on drawings.
 2. Drawer sides and backs shall be 1/2" thick solid clear selected white birch, suitable for clear finish. Drawer bottom shall be 3/8" thick plywood with clear selected white birch veneers, suitable for clear finish.
 3. Cabinet doors and drawers shall be flush mounted.
 4. Adjustable shelves in cabinets shall have grommets spaced 2" o.c.
 5. Fixed shelves shall be dadoed into side supports and glued.



6. Shelves shall be 3/4" thick for spans up to 30"; for spans in excess of 30" to 48" shelves shall be 1" thick.
 7. All cabinets shall have closed top, sides, bottom, and back with veneers to match face work. Cabinets to fit accurately into indicated locations; scribe moldings permitted only where indicated.
 8. Countertops, counters, counter fronts, shelves, etc., indicated on drawings to have plastic laminate, shall have plastic laminate shop applied to 3/4" thick core, with plastic laminate backing sheet on underside or back of countertops, counters and shelves. Plastic laminate shall be pressure laminated to core with laminate at external corners. Provide concealed wood framing to support plastic laminate counters, securely fastened to wall and to underside of counters.
- C. Countertops shall be installed to support a minimum concentrated live load of 150 lbs. acting downward at mid span at outer edge of counter without causing deformation and damage.

3.9 PAINTING AND FINISHING

- A. General: All painting and finishing work of this Section shall be shop applied, unless otherwise noted, as specified below. All painting and finishing shall match approved samples. Field finish painting, where specified below, shall be by painting Subcontractor, as specified for in Painting Section.
- B. Schedule of Painting and Finishing
1. Shop Primer On:
 - a. Ferrous metal work.
 2. Shop Natural Finish On:
 - a. Wood cabinets with wood veneers.
- C. Back-Painting: All work of this Section in contact with concrete or masonry or other moisture areas and all concealed surfaces of cabinet and millwork, shall be back-painted with one (1) coat of oil based paint prior to installation, shop applied where practicable.
- D. Field Touch-Up: Field touch-up shall be the responsibility of the installing Subcontractor, and shall include the filling and touch-up of exposed job made nail or screw holes, refinishing of raw surfaces resulting from job fitting, repair of job inflicted scratches and mars, and final cleaning up of the finished surfaces.

3.10 CLEAN UP AND PROTECTION

- A. Clean Up: At regular intervals during the course of the work, all debris and excess material shall be cleaned up and removed from the site. Upon completion of installation, clean all spaces of debris caused by woodwork installation.



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- B. Protection: Protect all woodwork from marring, defacement of other damage until final completion and acceptance of the project by the City of New York. Repair or replace all defective units prior to final inspection as directed by the Commissioner. Any units that cannot be satisfactorily repaired in the opinion of the Commissioner shall be replaced with new units of same original design, at no additional cost to the City of New York.

END OF SECTION



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SECTION 07 21 00

THERMAL INSULATION

PART 1 GENERAL

1.1 GENERAL REQUIREMENTS

- A. Work of this Section, as shown or specified, shall be in accordance with the requirements of the Contract Documents.

1.2 LEED BUILDING - GENERAL REQUIREMENTS

- A. The City of New York requires the Contractor to implement practices and procedures to meet the project's environmental goals, which include achieving a LEED™ Silver Green Building rating. Specific project goals which may impact this area of work are listed in the applicable paragraphs of this specification section. The Contractor shall ensure that the requirements related to these goals, 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.

1.3 SECTION INCLUDES

- A. Work of this Section includes all labor, materials, equipment, and services necessary to complete the thermal insulation as shown on the drawings and/or specified herein, including, but not limited to, the following:
 - 1. Cavity wall insulation within masonry cavity.
 - 2. Blanket insulation.
 - 3. Attachment devices.

1.4 RELATED SECTIONS

- A. Masonry - Section 042000.
- B. Roof insulation - Section 075200.
- C. Firestops and smoke seals - Section 078413.
- D. Acoustical insulation - Section 092900.

1.5 SUBMITTALS

- A. LEED BUILDING Submittal Requirements: The contractor or subcontractor shall submit the following LEED BUILDING certification items:



1. Material cost breakdowns, submitted in the format of the ENVIRONMENTAL BUILDING MATERIALS CERTIFICATION FORM, per Section 018113 - 1.5.C (Sustainable Design Requirements) of these specifications.
 2. Additional information to complete the ENVIRONMENTAL BUILDING MATERIALS CERTIFICATION FORM, as requested by the Commissioner.
 3. Letters of Certification, Product Cut Sheets, Material Safety Data Sheets, or other items to support the information provided in the ENVIRONMENTAL BUILDING MATERIALS CERTIFICATION FORM, as requested by the Commissioner.
 4. Material Safety Data Sheets, for all applicable products. 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).
 5. The LEED BUILDING Submittal information shall be assembled into one package per specification section (or per subcontractor), and sent to the Commissioner for review.
- B. Submit product data for each type of product indicated, including re-cycled content.
- C. Product Test Reports: Based on evaluation of comprehensive tests performed by a qualified testing agency, for insulation products.

1.6 DELIVERY, STORAGE AND HANDLING

- A. Deliver materials to the site ready for use in the manufacturer's original and unopened containers and packaging, bearing labels as to type and brand. Delivered materials shall be identical to approved samples.
- B. Store materials under cover in a dry and clean location, off the ground. Remove materials which are damaged or otherwise not suitable for installation and replace with acceptable materials.
- C. Take every precaution to prevent the insulation from becoming wet, cover with tarps or other weather/watertight sheet goods.

PART 2 PRODUCTS

2.1 CAVITY WALL INSULATION WITHIN MASONRY CAVITY

- A. Provide mineral wool fibre board insulation equal to "Cavity Rock" made by Roxul Inc. or approved equal conforming to the following:



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1.	ASTM C 612	Mineral Fiber Block and Board Thermal Insulation	Type 4B, Complies
2.	MEA Approval	New York City Approval	236-05-M
3.	ASTM E 136	Behavior of Materials at 750 Deg. C (1382 deg. F.)	Non-Combustible
4.	ASTM E 84 (UL 723)	Surface Burning Characteristics	Flame Spread = 0 Smoke Developed = 0
5.	ASTM C 356	Linear Shrinkage	<2% @ 1200 deg. F.
6.	ASTM #96	Water Vapor Transmission, Desiccant Method	1895 ng Pa. s. m ²
7.	ASTM C 1104	Moisture Sorption	0.03%
8.	ASTM C 518 (C 177)	R-value/inch @ 75 deg. F.	4.2 hr.ft.2F/Btu
9.	Density	ASTM C 303	4.5 lbs./cu. ft.

2.2 BLANKET INSULATION

- A. Provide flexible glass fiber blankets/batts equal to "Fiberglass Flame Spread 25 Insulation" as manufactured by Owens Corning or equal made by Manville or Certaineed conforming to ASTM C 612, Type 1A or ASTM C 665, Type III, Class A, faced on one side with foil reinforced Kraft vapor retarder; maximum flame spread and smoke developed indices 25 and 50 respectively.
- B. Insulation shall have an R value of not less than 3.7/inch and shall be 3.5" thick unless otherwise noted on the drawings.

2.3 ACCESSORIES

- A. Clips for Securing Insulation to Encountered Surfaces: Spindle anchor and washer type consisting of perforated metal plates with spindle welded to center and snap on washers. Spindle and washers shall receive a corrosion-resistant electro-zinc plating. Adhesives for securing clips in place shall be recommended by the approved clip manufacturer.
 1. Acceptable Manufacturers
 - a. Miracle Adhesives Corp.
 - b. Stic-Klip Mfg. Co., Inc.
 - c. Midwest Fasteners



PART 3 EXECUTION

3.1 INSPECTION

- A. Examine the areas and conditions where thermal insulation is to be installed and correct any conditions detrimental to the proper and timely completion of the work. Do not proceed with the work until unsatisfactory conditions are corrected to permit proper installation of the work.

3.2 INSTALLATION

A. General

1. Cooperate in the coordination and scheduling of the work of this section with the work of other sections so as not to delay job progress.
2. Install insulation in as large components as practical and to cover entire areas indicated on the drawings, closely butted together at sides and ends, and against walls, beams, etc. Neatly fit and cut insulation around all projections such as pipes, conduits, hangers and all other elements encountered in the field, which will result in complete coverage of the scheduled areas.
3. Discard, off the site, insulation which becomes damaged during the course of installation, or is no longer in a physical condition to function for use intended, and replace with new material.
4. Clean surfaces on which adhesives are used to secure the insulation in place of dirt, grime, grease, oil and other foreign materials, to assure that the surfaces are properly prepared to accept the bond of the approved adhesives.
5. Exercise extreme care to avoid damage and soiling of faces on insulation units which will be exposed to view. Align joints accurately, with adjoining surfaces set flush.
6. Set vapor barrier faced units with vapor barrier to inside of construction, except as otherwise shown. Do not obstruct ventilation spaces. All joints in vapor barriers shall be sealed with 4" wide, foil faced duct tape to prevent vapor and air migration.
7. Tape joints and ruptures in vapor barriers, using tape specified above, and seal each continuous area of insulation to surrounding construction so as to ensure vapor tight installation of the units.
8. Where insulation is impaled on stick clips, provide clips not less than 3" from corners or edges and not more than 12" o.c.
9. Comply with manufacturer's instructions for the particular conditions of installation in each case. If printed instructions are not available or do not apply to the project conditions, consult the manufacturer's technical representative for specific recommendations before proceeding with the work.



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10. Extend insulation full thickness as shown over entire area to be insulated. Cut and fit tightly around obstructions, and fill voids with insulation. Remove projections which interfere with placement.
11. Apply a single layer of insulation to the required thickness, unless a double layer is required, to make up the total thickness shown.

3.3 INSTALLATION OF BLANKET OR BATT FIBERGLASS INSULATION

- A. Install blanket fiberglass insulation in largest pieces as practical with edges closely butted. Cut and fit insulation to closely fit intersecting or penetrating surfaces.
 1. Face vapor barrier towards warm side, tape joints with 4" wide vaporproof aluminum tape applied over vapor barrier.

3.4 PROTECTION

- A. Protect installed insulation from damage due to harmful weather exposures, physical abuse, and other causes. Provide temporary coverings or enclosures where insulation will be subject to abuse and cannot be concealed and protected by permanent construction immediately after installation.

END OF SECTION



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SECTION 07 27 00

VAPOR PERMEABLE AIR BARRIER LIQUID MEMBRANE

PART 1 GENERAL

1.1 GENERAL REQUIREMENTS

- A. Work of this Section, as shown or specified, shall be in accordance with the requirements of the Contract Documents.

1.2 LEED BUILDING - GENERAL REQUIREMENTS

- A. The City of New York requires the Contractor to implement practices and procedures to meet the project's environmental goals, which include achieving a LEED™ Silver Green Building rating. Specific project goals which may impact this area of work are listed in the applicable paragraphs of this specification section. The Contractor shall ensure that the requirements related to these goals, 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.

1.3 SECTION INCLUDES

- A. Work of this Section includes all labor, materials, equipment, and services necessary to complete the vapor permeable air barrier liquid membrane as shown on the drawings and/or specified herein, including, but not necessarily limited to, the following:
 - 1. Vapor retarder/air barrier applied over sheathing board and cold formed metal framing.
 - 2. Materials and installation to bridge and seal the following air leakage pathways and gaps:
 - a. Connections of the walls to the roof.
 - b. Connections of the walls to the foundations.
 - c. Seismic and expansion joints.
 - d. Openings and penetrations of window frames, storefront, curtain wall.
 - e. Door frames.
 - f. Piping, conduit, duct and similar penetrations.
 - g. Masonry ties, screws, bolts and similar penetrations.
 - h. New windows at CMU walls.
 - i. All other air leakage pathways in the building envelope.

1.4 RELATED SECTIONS

- A. Cold formed metal framing, including sheathing - Section 054000.

1.5 SUBMITTALS

- A. LEED BUILDING Submittal Requirements:** The contractor or subcontractor shall submit the following LEED BUILDING certification items:
1. Material cost breakdowns, submitted in the format of the ENVIRONMENTAL BUILDING MATERIALS CERTIFICATION FORM, per Section 018113 - 1.5.C (Sustainable Design Requirements) of these specifications.
 2. Additional information to complete the ENVIRONMENTAL BUILDING MATERIALS CERTIFICATION FORM, as requested by the Commissioner.
 3. Letters of Certification, Product Cut Sheets, Material Safety Data Sheets, or other items to support the information provided in the ENVIRONMENTAL BUILDING MATERIALS CERTIFICATION FORM, as requested by the Commissioner.
 4. Material Safety Data Sheets, for all applicable products. 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).
 5. The LEED BUILDING Submittal information shall be assembled into one package per specification section (or per subcontractor), and sent to the Commissioner for review.
- B.** Provide evidence to the Commissioner of licensing and certification under the Air Barrier Association of America's (ABAA's) Quality Assurance Program.
- C.** Submit shop drawings showing locations and extent of air/vapor barrier and details of all typical conditions, intersections with other envelope systems and materials, membrane counter-flashings, and details showing how gaps in the construction will be bridged, how inside and outside corners are negotiated and how miscellaneous penetrations such as conduits, pipes electric boxes and the like are sealed.
- D.** Submit manufacturer's product data sheets for each type of membrane, including manufacturer's printed instructions for evaluating, preparing, and treating substrate, temperature and other limitations of installation conditions, technical data, and tested physical and performance properties.
- E.** Submit manufacturer's data showing solids content of fluid applied membranes and coverage rates and wet film thickness upon application in order to achieve minimum dry film thickness required by this specification.
- F.** Submit manufacturer's installation instructions.
- G.** Submit certification by air/vapor barrier manufacturer that products supplied comply with local regulations controlling use of volatile organic compounds (VOCs).

- H. Submit certification of compatibility by air/vapor barrier manufacturer, listing all materials on the project that it connects to or that come in contact with it, including sealant as specified in Section 054000 for caulking joints between sheathing panels.
- I. Submit samples, 3 by 4 inch minimum size, of each air/vapor barrier material required for Project.
- J. Test results of air permeability testing of primary air barrier material (ASTM E 2178-01)
- K. Test results of assembly in accordance with ASTM E 2357.

1.6 PERFORMANCE REQUIREMENTS

- A. Provide air/vapor barrier constructed to perform as a continuous air/vapor barrier, and as a liquid water drainage plane flashed to discharge to the exterior any incidental condensation or water penetration. Membrane shall accommodate movements of building materials by providing expansion and control joints as required, with accessory air seal materials at such locations, changes in substrate and perimeter conditions.
- B. Provide an air barrier assembly that has been tested in accordance with the Air Barrier Association of America's (ABAA's) approved testing protocol to provide air leakage results not to exceed:
 - 1. 0.01 cfm/sf @ 1.57 psf
- C. Connections to Adjacent Materials: Provide connections to adjacent materials at the following locations and show same on shop drawings:
 - 1. Foundation and walls, including penetrations, ties and anchors.
 - 2. Walls, windows, curtain walls, storefronts, louvers or doors.
 - 3. Different wall assemblies, and fixed openings within those assemblies.
 - 4. Wall and roof connections.
 - 5. Floors over unconditioned space.
 - 6. Walls, floor and roof across construction, control and expansion joints.
 - 7. Walls, floors and roof to utility, pipe and duct penetrations.
 - 8. Seismic and expansion joints.
 - 9. All other leakage pathways in the building envelope.

1.7 QUALITY ASSURANCE

- A. Installer Qualifications:

1. The air barrier contractor shall be, during the bidding period as well as for the duration of the installation, officially recognized as a Licensed Contractor by the Air Barrier Association of America (ABAA).
 2. Each worker who is installing air barriers must be either a Certified Applicator or an installer who is registered with ABAA.
 3. Each Lead Certified Applicator can supervise a maximum of five registered installers. The Certified Applicator shall be thoroughly trained and experienced in the installation of air barriers of the types being applied. Lead Certified Applicators shall perform or directly supervise all air/vapor barrier work on the project.
- B. Single-Source Responsibility: Obtain air/vapor barrier materials from a single manufacturer regularly engaged in manufacturing the product.
- C. Provide products which comply with all state and local regulations controlling use of volatile organic compounds (VOCs).
- D. Field-Constructed Mock-Ups: Prior to installation of air/vapor barrier, apply air/vapor barrier as follows to verify details under shop drawing submittals and to demonstrate tie-ins with adjoining construction, and other termination conditions, as well as qualities of materials and execution:
1. Construct typical exterior wall panel, 8 feet long by 8 feet wide (one of CMU and one of sheathed areas, incorporating back-up wall, cladding, window and doorframe and sill, insulation, flashing, building corner condition, and typical penetrations and gaps; illustrating materials interface and seals.
- E. Test mock-up in accordance with ASTM E 783 and ASTM E1105 for air and water infiltration.
- F. Manufacturer shall be on-site at least once a week to observe installation and provide written report within 3 days.
- G. Manufacturer shall confirm all termination details and compatibility with materials being terminated to.
- 1.8 DELIVERY, STORAGE, AND HANDLING
- A. Deliver materials to Project site in original packages with seals unbroken, labeled with manufacturer's name, product, date of manufacture, and directions for storage.
 - B. Store materials in their original undamaged packages in a clean, dry, protected location and within temperature range required by air/vapor barrier manufacturer. Protect stored materials from direct sunlight.
 - C. Avoid spillage. Immediately notify City of New York, Commissioner if spillage occurs and start clean up procedures.
 - D. Clean spills and leave area as it was prior to spill.

1.9 WARRANTY

- A. System Warranty: Provide the manufacturer's three (3) year system warranty, including the primary air/vapor barrier and installed accessory sealant and membrane materials which fail to achieve air tight and watertight seal, exhibit loss of adhesion or cohesion, or do not cure.

PART 2 PRODUCTS

2.1 MATERIALS

- A. Liquid Membrane: Provide Air Bloc 33MR by Henry, equal by WR Grace, Carlisle or approved equal.
- B. Transition Membrane: Blueskin SA or approved equal compatible with liquid membrane.
- C. Primer for transition membrane: Aquatec Primer or approved equal compatible with transition membrane.
- D. Air Barrier Sealant: HE925 BES or approved equal.
- E. Substrate Cleaner: Mineral spirits or Xylol.

PART 3 EXECUTION

3.1 INSPECTION

- A. Examine the areas and conditions where the above grade waterproof membrane is to be installed and correct any conditions detrimental to the proper and timely completion of the work. Do not proceed with the work until unsatisfactory conditions have been corrected to permit proper installation of the work.

3.2 SURFACE PREPARATION

- A. All surfaces must be sound, dry, clean and free of oil, grease, dirt, excess mortar or other contaminants.
- B. Cracks in masonry and concrete up to 1/4" wide shall be filled with a trowel application of membrane and allowed to cure overnight prior to application of the liquid membrane to the surface, or alternatively, the cracks may be sealed with a strip of transition membrane applied to the substrate. Cracks wider than 1/4" should be sealed with transition membrane adhered to the substrate lapped a minimum of 3" on both sides of the crack.
- C. Surfaces should be tied in with beams, columns, window and door frames, etc. using strips of transition membrane lapped a minimum of 3" on both substrates. Mechanical attachment should be made to all window and door frames, or a properly designed sealant joint provided.

3.3 TRANSITION MEMBRANE

- A. Align and position self-adhering transition membrane, remove protective film and press firmly into place. Ensure minimum 3" overlap at all ends and side laps.
- B. Tie-in to window frames, metal door frames, etc., and at the interface of dissimilar materials as indicated on the Drawings.
- C. Promptly roll all laps and membrane with a counter top roller to effect seal.
- D. Ensure all preparatory work is complete prior to applying liquid membrane.

3.4 LIQUID MEMBRANE APPLICATION

- A. Apply liquid membrane to wall substrates in a continuous coat at manufacturer's recommended rate by spray or trowel to provide a minimum wet film thickness of 100 mils.
 - 1. Minimum dry film thickness shall be 55 mils
- B. Overlap liquid membrane on to transition membrane at connections a minimum of 1".
- C. Trowel liquid membrane around ties and other projections to ensure a complete seal.
- D. Do not leave membrane exposed for any longer than 6 weeks.
- E. Penetrations: Seal all penetrations with termination mastic liquid membrane, sealant, flashing or other procedures in accordance with manufacturer's instructions.

3.5 PROTECTING AND CLEANING

- A. Protect air/vapor barrier system from damage during application and remainder of construction period, according to manufacturer's written instructions.
- B. Clean spillage and soiling from adjacent construction using cleaning agents and procedures recommended by manufacturer of affected construction.
- C. Protect air/vapor barrier from exposure to the elements as required by the manufacturer.
- D. Remove any masking materials after installation. Clean any stains on materials that would be exposed in the completed work using procedures as recommended by manufacturer.
 - 1. Schedule work to ensure that the air and vapor barrier system is covered as soon as possible after installation. Protect air and vapor barrier system from damage during subsequent operations. If the air and vapor barrier system cannot be permanently covered within 30 days after installation, apply temporary UV protection such as dark plastic sheet or tarpaulins.

3.6 FIELD TESTING

- A. Contractor shall hire testing laboratory to confirm that the system has been tested and passed requirements in accordance ASTM E 783 and ASTM E 1105 for air and water infiltration. Submit test results to Commissioner.

END OF SECTION

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SECTION 07 46 00

PREFORMED CEMENT BOARD PANELS

PART 1 GENERAL

1.1 GENERAL REQUIREMENTS

- A. Work of this Section, as shown or specified, shall be in accordance with the requirements of the Contract Documents.

1.2 LEED BUILDING - GENERAL REQUIREMENTS

- A. The City of New York requires the Contractor to implement practices and procedures to meet the project's environmental goals, which include achieving a LEED™ Silver Green Building rating. Specific project goals which may impact this area of work are listed in the applicable paragraphs of this specification section. The Contractor shall ensure that the requirements related to these goals, 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.

1.3 SECTION INCLUDES

- A. Work of this Section includes all labor, materials, equipment, and services necessary to complete the preformed cement board panels as shown on the drawings and specified herein, including, but not limited to, the following:
 - 1. Prefabricated fiber cement wall panel system.
 - 2. Air and weather barrier membrane.
 - 3. Trim and accessories required for complete installation.
 - 4. Sealant in conjunction with cement wall panel work.

1.4 RELATED SECTIONS

- A. Cold-Formed Metal Framing (includes sheathing) - Section 054000.
- B. Air and Vapor Barrier Membrane - Section 072700.

1.5 QUALITY ASSURANCE

- A. Qualifications of Installers: Use only personnel who are thoroughly trained and experienced in the skills required and completely familiar with the requirements established for this work.

1.6 SUBMITTALS

- A. LEED BUILDING Submittal Requirements: The contractor or subcontractor shall submit the following LEED BUILDING certification items:
1. Material cost breakdowns, submitted in the format of the ENVIRONMENTAL BUILDING MATERIALS CERTIFICATION FORM, per Section 018113 - 1.5.C (Sustainable Design Requirements) of these specifications.
 2. Additional information to complete the ENVIRONMENTAL BUILDING MATERIALS CERTIFICATION FORM, as requested by the Commissioner.
 3. Letters of Certification, Product Cut Sheets, Material Safety Data Sheets, or other items to support the information provided in the ENVIRONMENTAL BUILDING MATERIALS CERTIFICATION FORM, as requested by the Commissioner.
 4. Material Safety Data Sheets, for all applicable products. 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).
 5. The LEED BUILDING Submittal information shall be assembled into one package per specification section (or per subcontractor), and sent to the Commissioner for review.
- B. Manufacturer's Data: Submit standard detail drawings and installation instructions for preformed cement wall panel system. Include manufacturer's certification or other data substantiating that the materials and finishes comply with the requirements. Indicate by copy of transmittal that the Installer has received a copy of the installation instructions.
- C. Samples: Submit 12" long by full width samples of wall panel, complete with factory applied finish. Samples will be reviewed by Commissioner for pattern, texture and color only. Compliance with other requirements is the exclusive responsibility of the Contractor.
- D. Shop Drawings: Submit shop drawings showing the profiles of wall panel units, and the full scale details of jointing (gaskets, if any), supports, anchorages, trim, flashing, and accessories. Show details of weatherproofing at edges, terminations, and penetrations of the wall panel work. Show small scale layout and elevations of entire work. Include parapet detail, details adjacent to curtain wall and details at adjacent existing building.
- E. Indicate locations of reinforcement strips, structural support requirements, and other pertinent data.
- F. Engineering Data: Submit engineering and test data and tables showing performance characteristics of the panels.

1. Submit previous test reports.
2. Submit structural calculations signed and sealed by a Professional Engineer licensed in the State of New York.
3. Submit product data showing design mix of cement panel.

1.7 PRODUCT HANDLING

A. Storage On Site

1. Stored panels must be kept dry and covered and must be stored off the ground. Do not leave panels in direct contact with the ground.
2. Panels must be stored flat and level. Do not lean vertically against the building or framing.

B. Protection: Use all means necessary to protect the materials of this Section before, during, and after installation, and to protect the installed work and materials of all other trades.

C. Replacements: In the event of damage, immediately make all repairs and replacements necessary.

1. Submit cement patch repair procedure.
2. Submit field panel replacement procedure.

1.8 WARRANTY

A. Wall system shall be warranted for a period of 10 years against failures of any kind, including cracking, inconsistent fading, and spalling. Warranty shall commence from date of Substantial Completion. Submit sample warranty for City of New York's review.

1.9 COORDINATION

- A. Coordinate wall panel work with work of other trades that penetrate or connect cement wall panels. Openings required in wall panels to accommodate penetrations must be neatly and accurately made.
- B. Provide concealed reinforcing plates, anchors and supports to receive items mounted in wall panels as required to prevent damage or deflection of panels.
- C. Provide all necessary trim, flashing, sealant to ensure watertight integrity of wall panel system where penetrations occur.

PART 2 PRODUCTS

2.1 MANUFACTURER

- A. Provide non-asbestos through-color cement wall panel systems "Swisspearl Façade System Sigma 12" and "Swisspearl" exposed fastener system, as manufactured by Eternit AG, Niederurnen, Switzerland, or equal by Cement Board Fabricators, or approved equal.

2.2 MATERIALS

- A. Panel Material: High-strength, non-asbestos, fiber-cement panel featuring polypropylene reinforcement strips inserted into the matrix for maximum strength.
 - 1. Matrix manufactured using Portland cement and water and further reinforced with cellulose and textile fibers.
 - 2. Panel Profile: As indicated on Drawings.
- B. Material Characteristics: Mechanical and Physical Data:

Physical Properties	Value	Test
Modulus of Rupture Wet Strength Equilibrium Strength	Grade IV >2610 psi >3190 psi	ASTM C 1186
Modulus of Elasticity	2.2 x 10 ⁶ psi	ASTM C 120
Surface Burning Characteristics (Flame/Smoke)	0/0	
Coefficient of Thermal Expansion 68 deg. F to 212 deg. F	8.4 x 10 ⁻⁶ in/in deg. F	ASTM B 95
Coefficient of Thermal Conductivity (K)	2.4 Btu-in/hr-ft ² -deg F	ASTM C 518
Moisture Content (Average)	5.0%	ASTM C 1185
Water Absorption (Max. %)	26%	ASTM C 1185
Moisture Movement 30% to 90% RH	0.010 in/ft	ASTM C 1185
Water Tightness	Passed 24 hours	ASTM C 1185
Frost Resistance	Passed 50 Cycles Avg. Q=1.00	ASTM C 1185

Warm Water Resistance	Passed, Avg. Q=1.00	ASTM C 1185
Heat/Rain	Passed 25 Cycles	ASTM C 1185

2.3 SYSTEM

- A. System Description: Open joint, rain screen façade system consisting of panels hung from support rails by means of cleats attached to the rear side of the panels. Panels are leveled by two adjusting screws and prevented from movement by a locating pin. Net cavity thickness shall be minimum 40 mm.
- B. Panel Physical Dimensions and Characteristics:
1. Thickness: 12mm.
 2. Panel Lengths: As determined by manufacturer for structural integrity, desired aesthetic qualities, and most efficient application.
 3. Joint Width: 10mm minimum.
- C. Ventilation Space
1. Minimum dimension: 1.06"
 2. Vertical, rear circulation must be facilitated.
 3. Cladding cavity shall be closed off top and bottom with factory supplied aluminum ventilated closure profiles.
- D. Joints
1. Specified system is a "dry joint" system; DO NOT use silicon, Thiokol or polysulphide sealing compounds, as irreparable staining will likely occur.
 2. If use of sealants is unavoidable, use ONLY: hybrid polymere (also MS-hybrid polymere) sealant; polyurethane sealant; acrylic sealant.
- E. Brackets and Support Rails: Cut from dye cast aluminum, engineered by panel manufacturer to meet required structural criteria.
- F. Fasteners: Fasteners shall be stainless steel.
- G. Vapor Permeable Air and Weather Barrier Membrane: "Air-Bloc 33" as manufactured by Henry, or approved equal; one-component elastomeric bitumen, spray or trowel applied to a wet film thickness of 120 mils. Refer to Section 072700 for additional information.
1. Self-Adhering Transition Membrane: "Blueskin 160VP" as manufactured by Henry, or approved equal.

2. Transition Membrane Primer: "Blueskin Primer" as manufactured by Henry, or approved equal.

H. Continuous Perforated Screen at Termination of Fiber Cement Panels: Perforated aluminum, minimum 1/8"; finish as directed by Commissioner.

2.4 EXPOSED FASTENER SYSTEM

A. Panel Physical Dimensions and Characteristics:

1. Thickness: 8mm.

2. Panel Lengths: As determined by manufacturer for structural integrity, desired aesthetic qualities, and most efficient application.

B. Joints

1. Specified system is a "dry joint" system; DO NOT use silicon, Thiokol or polysulphide sealing compounds, as irreparable staining will likely occur.

2. If use of sealants is unavoidable, use ONLY: hybrid polymere (also MS-hybrid polymere) sealant; polyurethane sealant; acrylic sealant.

C. Purlins and Girts: Formed from hot dip galvanized steel and engineered by panel manufacturer to meet required structural criteria and shapes as shown on drawings.

D. Trim Material: Furnish necessary trim in conjunction with the cement panel wall system, including feature strips, top, bottom, corner, end units, etc. All exposed members finished to match panels.

E. Sealants: One part polysulfide or polyurethane conforming to Fed. Spec. TT-S-00230-C, approved by panel manufacturer.

F. Fasteners: Fasteners shall be stainless steel, in conjunction with EPDM washers, engineered for steel sub-framing system. Heads are to be painted to match panel.

2.5 FINISH

A. Color and Finish: Manufacturer's standard factory-applied color coating as selected by the Commissioner from manufacturer's full range of standard and custom colors of the CARAT, Natura or Tectura product lines, or equal.

1. UV resistance, color consistency and color fastness must have a Delta Rating of 3 or lower.

2. Hydrophobic sealant shall be factory applied to all six panel surfaces, except edges intended for field cutting. Sealer shall be as approved by manufacturer of panel.

2.6 FABRICATION

A. Comply with dimensions, profile limitations, and fabrication details shown and specified.

- B. Fabricate components of the system at factory, ready for field assembly.
 - 1. Panels shall be cut and drilled, to the greatest extent possible, at the manufacturer's facility or other facility providing the necessary controlled fabrication environment.
- C. Fabricate components and assemble units to comply with manufacturer's published performance requirements.
- D. Factory-apply specified finishes in conformance with manufacturer's standards, and according to coating manufacturer's instructions.

PART 3 EXECUTION

3.1 INSPECTION

- A. Examine the areas and conditions where preformed cement wall panel system is to be installed and correct any conditions detrimental to the proper and timely completion of the work. Do not proceed with the work until unsatisfactory conditions are corrected to permit proper installation of the work.

3.2 INSTALLATION

- A. General: Comply with panel manufacturer's instructions for assembly and installation. Panels are to be installed true and level, and in accordance with manufacturer's printed installation instructions and literature as well as generally accepted standards of good practice and workmanship.
- B. Anchor component parts of the preformed cement wall panel system securely in place, providing for necessary thermal and structural movement. Drill holes in structural steel members as required for anchorage in accordance with approved shop drawings.
 - 1. See Architectural Drawings for layout of fasteners.
- C. Tolerances: Erect the panels plumb, level and true to line with tolerances not exceeding 1/8" in runs of 20'-0", and within 1/16" of adjoining faces and of alignment of matching profiles.
- D. Joint Sealers: Install gaskets, joint fillers and sealants where required for weatherproof performance of each panel system. Provide types of gaskets and sealants/filler recommended by the panel manufacturer.
- E. Field Cutting and Trimming: For straight cuts use a circular saw with diamond blade, fine tooth (min. 70 teeth). Remove all dust immediately after cutting. Re-seal all cut edges with factory-supplied "Luko" sealer and special applicator.
- F. Drilling: Use high-speed carbide-tipped masonry drill bits. Remove dust immediately.
- G. Handling and Erecting:
 - 1. Do not drag panels across one another.

2. Secure rivets with fixed point sleeves at two locations on each panel as indicated in manufacturer's manual and on shop drawings.

H. Damaged Material: Remove and replace panels and component parts of the work which have been damaged (including finish) beyond successful repair, as directed by the Commissioner. Repair minor damage.

3.3 CLEANING AND PROTECTION

A. Clean exposed surfaces of preformed cement wall panel work promptly after completion of installation. Comply with recommendations of the panel manufacturer.

1. Submit cleaning procedures.

B. Protection: The Installer shall advise the Contractor in writing of protection and surveillance procedures which can be foreseen as needed to ensure that the work will be without damage or deterioration at the time of final acceptance after completion of other construction work.

END OF SECTION

SECTION 07 52 00

MODIFIED BITUMEN ROOFING

PART 1 GENERAL

1.1 GENERAL REQUIREMENTS

- A. Work of this Section, as shown or specified, shall be in accordance with the requirements of the Contract Documents.

1.2 LEED BUILDING - GENERAL REQUIREMENTS

- A. The City of New York requires the Contractor to implement practices and procedures to meet the project's environmental goals, which include achieving a LEED™ Silver Green Building rating. Specific project goals which may impact this area of work are listed in the applicable paragraphs of this specification section. The Contractor shall ensure that the requirements related to these goals, 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.

1.3 SECTION INCLUDES

- A. Work of this Section includes all labor, materials, equipment and services necessary to complete the modified bitumen roofing as shown on the drawings and/or specified herein, including, but not limited to, the following:
 - 1. SBS modified bitumen roof membrane.
 - 2. Roof insulation.
 - 3. SBS modified flashing.
 - 4. Accessories.

1.4 RELATED SECTIONS

- A. Wood blocking - Section 062000.
- B. Flashing and sheet metal - Section 076200.
- C. Roof accessories - Section 077100.
- D. Roof drains - Division 22.

1.5 QUALITY ASSURANCE

- A. **Manufacturer Qualifications:** Obtain primary roofing products, including roofing sheets (felts), bitumen, composition flashings, and vapor barrier from a single manufacturer. Provide secondary materials as recommended by manufacturer of primary materials.
- B. The contractor or subcontractor performing the work of this Section must, within the last five (5) consecutive years prior to the bid opening, have successfully completed in a timely fashion at least three (3) projects similar in scope and type to the required work. In addition, for roofing work, the contractor or subcontractor must be licensed or approved by the manufacturer of the roofing system.
- C. **Pre-Roofing Conference:** Prior to installation of roofing and associated work, meet at project site, or other mutually agreed location, with Installer, roofing manufacturer, installers of related work, Contractor and other entities concerned with roofing performance, including the Commissioner and City of New York. Record discussions and agreements and furnish copy to each participant. Provide at least seventy-two (72) hours advance notice to participants prior to convening pre-roofing conference. Review methods and procedures related to roofing work, including but not limited to the following:
1. Tour representative areas of roofing substrates (decks), inspect and discuss condition of substrate, roof drains, curbs, penetrations and other preparatory work performed by other trades.
 2. Review roofing system requirements (drawings, specifications and other Contract Documents).
 3. Review required submittals, both completed and yet to be completed.
 4. Review and finalize construction schedule related to roofing work and verify availability of materials, Installer's personnel, equipment and facilities needed to make progress and avoid delays.
 5. Review required inspection, testing, certifying and material usage accounting procedures.
 6. Review weather and forecasted weather conditions, and procedures for coping with unfavorable conditions, including possibility of temporary roofing (if not a mandatory requirement).
- D. **UL Listing:** Provide labeled materials which have been tested and listed by UL in "Building Materials Directory" for application indicated, with "Class A" rated materials/system for roof slopes shown.
1. Provide roof covering materials bearing Classification Marking (UL) on bundle, package or container indicating that materials have been produced under UL's Classification and follow-up Service.
- E. **Fire Performance Characteristics:** Provide insulation materials which are identical to those whose fire performance characteristics, as listed for each material or assembly of

which insulation is a part, have been determined by testing, per methods indicated below, by UL or other testing and inspecting agency acceptable to authorities having jurisdiction:

1. Surface Burning Characteristics: ASTM E 84.
 2. Fire Resistance Rating: ASTM E 119.
 3. Combustibility Characteristics: ASTM E 136.
- F. Provide roofing system and component materials which have been evaluated by Factory Mutual System for fire spread, wind-uplift Class 90, and hail damage and are listed in "Factory Mutual Approval Guide" for Class I construction. System shall also meet ASCE-7 for wind uplift standards.
1. Provide roof covering materials bearing FM approval marking on bundle, package or container, indicating that material has been subjected to FM's examination and follow-up inspection service.

1.6 SUBMITTALS

- A. LEED BUILDING Submittal Requirements: The contractor or subcontractor shall submit the following LEED BUILDING certification items:
1. Material cost breakdowns, submitted in the format of the ENVIRONMENTAL BUILDING MATERIALS CERTIFICATION FORM, per Section 018113 - 1.5.C (Sustainable Design Requirements) of these specifications.
 2. Additional information to complete the ENVIRONMENTAL BUILDING MATERIALS CERTIFICATION FORM, as requested by the Commissioner.
 3. Letters of Certification, Product Cut Sheets, Material Safety Data Sheets, or other items to support the information provided in the ENVIRONMENTAL BUILDING MATERIALS CERTIFICATION FORM, as requested by the Commissioner.
 4. Material Safety Data Sheets, for all applicable products. 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).
 5. The LEED BUILDING Submittal information shall be assembled into one package per specification section (or per subcontractor), and sent to the Commissioner for review.
- B. Product Data: Submit manufacturer's technical product data, installation instructions and recommendations for each type of roofing product required. Include data substantiating that materials comply with requirements.

1. For asphalt bitumen, provide label on each container or certification with each load of bulk bitumen, indicating flash point (FP), finished blowing temperature (FBT), softening point (SP) and equiviscous temperature (EVT).

C. Pre-Roofing Conference: Submit copies of pre-roofing conference records.

1.7 JOB CONDITIONS

- A. Weather Condition Limitations: Proceed with roofing work only when existing and forecasted weather conditions will permit work to be performed in accordance with manufacturer's recommendations and warranty requirements.

1.8 PRODUCT HANDLING

- A. Store and handle roofing sheets in a manner which will ensure that there is no possibility of significant moisture pick-up.
- B. Store in a dry, well ventilated, weather-tight place. Unless protected from weather or other moisture sources, do not leave unused felts on the roof overnight or when roofing work is not in progress. Store rolls of felt and other sheet materials on end on pallets or other raised surface. Handle and store materials or equipment in a manner to avoid significant or permanent deflection of deck.

1.9 WARRANTY

- A. Special Project Warranty: Provide written warranty, signed by Manufacturer of primary roofing materials and his authorized Installer, agreeing to replace/repair defective materials and workmanship as required to maintain roofing system in watertight condition, warranty to include pitch pockets.
- B. Warranty period for manufacturer is twenty (20) years after date of Substantial Completion; no dollar limit.
- C. Warranty period for installer is two (2) years after date of Substantial Completion; no dollar limit.

PART 2 PRODUCTS

2.1 ROOFING SYSTEM

- A. Roofing system to be a multiple layer, SBS modified bitumen (polyester reinforced), granule surfaced, equal to Ruberoid FR with white color reflective coating by GAF or approved equal made by Siplast or Tamko.
- B. Primer: Asphalt cut-back primer, complying with ASTM D 41.
- C. Bitumen: Roofing asphalt complying with ASTM D 312, type as recommended by roofing manufacturer.

2.2 ROOF INSULATION

- A. Polyisocyanurate Board Roof Insulation: Rigid, sloped (1/4" per foot) and flat, cellular thermal insulation with polyisocyanurate closed-cell foam core and manufacturer's standard facing laminated to both sides; complying with ASTM C 1289, average LTTR value as designated at mean temperatures indicated, after testing per ASTM C 1303 as follows:
 - 1. Surface Burning Characteristics: Maximum flame spread of 25.
 - 2. LTTR R-Value: 6.0/inch at 75 deg. F.
- B. Acceptable Product/Manufacturer: "Enrgy 3" as manufactured by Johns Manville, or equal made by Apache or GAF
 - 1. Roof membrane manufacturer must approve insulation in writing.
- C. Cover insulation with 3/4" thick Perlite board equal to "Fesco" made by Johns Manville or approved equal.

2.3 MODIFIED BITUMINOUS BASE FLASHING

- A. Provide modified bituminous base flashing system as determined by edge details and that is acceptable to roofing manufacturer.

2.4 CANT STRIPS

- A. Provide cant strips formed of rigid insulation matching roof insulation or molded asphalt or coal tar impregnated organic fiber insulation material, 45° cant, unless otherwise indicated.

2.5 MISCELLANEOUS MATERIALS

- A. Lead flashing sheet of 4 lb. flashing lead for pipe flashing of common desilverized pig lead.
- B. FM approved mechanical fasteners for attaching insulation to substrate.
- C. Roof Walk: Preformed, skid-resistant boards consisting of modified asphalt, reinforcements and fillers with a ceramic granule surface on both sides. Dimension shall be 32" x 32" x 5/16". Johns Manville DynaTred Roof Walkway or approved equal.
- D. Pitch Pockets: Provide PMMA liquid flashing system as part of the single source warranty.

PART 3 EXECUTION

3.1 INSPECTION

- A. Examine the areas and conditions where modified bituminous roofing is to be installed for compliance with requirements. Report conditions detrimental to built-up roofing

work. Proceed after unsatisfactory conditions are corrected to permit proper installation of the work.

- B. Clean substrate of dust, debris, and other substances detrimental to built-up roofing work. Remove sharp projections.

3.2 INSTALLATION, GENERAL

- A. Install built-up roofing in accordance with manufacturer's recommendations and requirements of authorities having jurisdiction.
- B. Substrate shall be clean, smooth and dry, free of projections which might puncture the felts.
- C. Insure that all drains, curbs, blocking and roof penetrating components are in place before any roofing work starts. See that all roof drains are set 1" below the normal finish roof level to insure that additional flashing around the drains will not be built-up above the normal roof level and prevent proper drainage.
- D. Provide a visible thermometer and thermostatic controls on all kettles. Discard any bitumen not heated in accordance with manufacturer's recommendations.
- E. Provide a tarpaulin covering the wall below the bucket hoist to prevent staining of the wall with spilled bitumen.
- F. Provide protection of coping, cant strips and other building components adjacent to the roof deck unloading area.
- G. Assure good adhesion between substrate and members when temperature drops below 40 deg. F. Provide the following precautions:
 - 1. No overheating of bitumen to compensate for rapid chilling is permitted.
 - 2. Insulate buckets to carry hot bitumen.
 - 3. Manual mopping no farther than 5 ft. in front of the felt rolls, and immediate unrolling of felts.
 - 4. Immediate application of top pour and aggregate, before stored heat in the membrane dissipates.
 - 5. Below 32 deg. F., store felts in a warm enclosure or pre-heat felts before application.
- H. Install flashing, including counter flashing, as roof application progresses. If delay is unavoidable, trowel the top of the flashing with flashing cement close to the joint to prevent water from entering behind the flashing until the counter flashing is in place.
- I. Start roofing application at far points of the deck and work toward area where base materials are fastened to the roof deck (to minimize traffic over newly applied roofing).

- J. Weigh down all membrane edges left incomplete before splicing with other sections of membrane.
- K. Provide enveloping of perimeter felts to prevent bitumen drippage.
- L. Prohibit phased application in which saturated felts are left exposed overnight or longer before top plies and topcoat are applied. Place aggregate surface on same day as felts.
- M. Inspect roof drains for obstructions and debris after the roofing work is completed.
- N. Prime deck as recommended by roof membrane manufacturer.

3.3 VAPOR RETARDER INSTALLATION

- A. Prime surface of concrete deck with asphalt primer at a rate of 3/4 gal./100 sq. ft., unless a greater weight is required by roofing system manufacturer, and allow primer to dry.
- B. Mop surface with hot bitumen and embed two plies of Type VI roofing felt in a full moping for each ply; lap plies 19"; apply bitumen at a rate of 20-23 lbs./sq. in.
- C. Lap flexible flashings over air seal material of wall construction to provide continuity of the air barrier plane.
- D. Glaze top surface of the vapor retarder if insulation is not placed immediately.

3.4 INSULATION

- A. Extend insulation and Perlite board full thickness over entire surface to be insulated. Cut and fit tightly around obstructions, and fill voids with insulation and mastic.
- B. Apply a double layer of insulation of the required thickness, to make up the total thickness. Stagger joints between layers as recommended by the manufacturer.
- C. Set first layer of insulation using mechanical fasteners spaced in accordance with FM requirements to meet I-90 wind uplift. Apply second layer of insulation and Perlite board in steep asphalt.
- D. Do not advance the laying of insulation ahead of roofing more than necessary for sequence of operations. Cover insulation exposed at end of each day's work (and when rain threatens) with waterproofing materials. Do not permit insulation to become wet. Remove and dispose of insulation which has become wet; replace before proceeding with roofing work.
- E. Lay with edges in moderate contact but do not force into place.
- F. Stagger end joints; or tape joints where recommended by the manufacturer.
- G. Install temporary water cut-offs at completion of each day's work and remove upon resumption of work.

3.5 ROOFING

- A. Do not apply hot bitumen under any condition that would cause foaming. Test substrate for excessive moisture by pouring one pit of steep asphalt at 400 deg. F. on the deck, at the start of each day's work, and at the start of each roof area or place. Substrate is too wet if test sample foams or can be easily (cleanly) stripped after cooling.
- B. Bitumen Heating: Do not raise the temperature above the min. normal fluid-holding temperature more than one hour prior to time of application. Discard bitumen which has been held at an elevated temperature (as required for application) for a period exceeding 3 hrs. Do not heat bitumen above the temperature required to ensure that the application viscosity results in adequate mopping weight and maximum adhesion to substrates. Determine the flash point of the bitumen, either by information from the bitumen producer or by suitable tests, and determine the maximum fire-safe handling temperature, and do not exceed that temperature in heating bitumen; but in no case heat bitumen to a temperature higher than 25 deg. F. below the flash point.
- C. Shingling of Plies: Lay plied bituminous membranes over insulation and Perlite board with felts shingled uniformly to achieve the required plies in accordance with manufacturer's instructions.
- D. Set on Accessories: Where small roof accessories are set on built-up roofing membrane, set metal flanges in a bed of roofing cement, and seal penetration of membrane with bead of roofing cement to prevent flow of bitumen from membrane.

3.6 COMPOSITION FLASHING AND STRIPPING

- A. Provide composition flashing at cant strips and other sloping and vertical surfaces, and at roof edges, and at penetrations through roof. Nail or provide other forms of mechanical anchorage of composition flashing to vertical surfaces, as recommended by manufacturer of primary roofing materials. Except where concealed by elastic flashing, apply a heavy coating of roofing cement over composition flashing.
- B. Composition Stripping at Metal Flanges:
 - 1. Asphalt: ASTM D 312, Type IV.
 - 2. Set primed metal flange in bed of MBR Utility Cement and secure to nailer per primary roofing manufacturers' published details.
 - 3. Cover this primed flange with reinforced modified bitumen membrane flashing consisting of a fiberglass scrim and polyester mat reinforcement, an elastomeric base material of SBS rubber and asphalt, with a white ceramic granule surface. 158 mils thick, 103 lbs. per 100 sf. Flashing must be continuously applied in a full mopping of Type IV roofing asphalt.

3.7 ROOF DRAINS

- A. Install 1-1/2" x 18" Tapered Edge Strips to form a gradually tapered sump transition from top of insulation to roof drain flange. Minimum sump size to be 4 ft. by 4 ft.

- B. Install roofing plies, starting at the low point (roof drain) in a shingle fashion so that four plies are provided, trimming felt plies at edge of drain flange.
- C. Install a 4# lead flashing (minimum size 30" x 30"), set in bed of flashing cement, on top of roofing plies. Form lead to shape of sump and into drain bowl, trimming neatly approx. 1" beyond ring. Install clamping ring immediately.
- D. Prime top surface of lead with asphalt primer. Allow to dry completely.
- E. Strip in lead with one ply of SBS Modified Bitumen membrane, extending from clamping ring out a minimum of 6" beyond lead; using modified bitumen trowel grade flashing cement.

3.8 CLEANING UP

- A. Take special care to prevent splashing bitumens onto adjacent surfaces and immediately remove all traces of such splashed and/or spilled material.

END OF SECTION

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SECTION 07 62 00

SHEET METAL WORK

PART 1 GENERAL

1.1 GENERAL REQUIREMENTS

- A. Work of this Section, as shown or specified, shall be in accordance with the requirements of the Contract Documents.

1.2 LEED BUILDING - GENERAL REQUIREMENTS

- A. The City of New York requires the Contractor to implement practices and procedures to meet the project's environmental goals, which include achieving a LEED™ Silver Green Building rating. Specific project goals which may impact this area of work are listed in the applicable paragraphs of this specification section. The Contractor shall ensure that the requirements related to these goals, 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.

1.3 SECTION INCLUDES

- A. Work of this Section includes all labor, materials, equipment and services necessary to complete the sheet metal work, as indicated on the drawings and/or specified herein, including but not limited to, the following:
 1. Stainless steel cap metal flashing.
 2. Stainless steel roof coping.
 3. Field fabricating (including bending, cutting, soldering, etc.), if required, of stainless steel flashing.
 4. Stainless steel flashing elsewhere, where metal flashing is indicated on drawings.
 5. Separation of contacting surfaces of dissimilar metals.

1.4 RELATED SECTIONS

- A. Roofing - Section 075200.

1.5 SUBMITTALS

- A. LEED BUILDING Submittal Requirements: The contractor or subcontractor shall submit the following LEED BUILDING certification items:



1. Material cost breakdowns, submitted in the format of the ENVIRONMENTAL BUILDING MATERIALS CERTIFICATION FORM, per Section 018113 - 1.5.C (Sustainable Design Requirements) of these specifications.
 2. Additional information to complete the ENVIRONMENTAL BUILDING MATERIALS CERTIFICATION FORM, as requested by the Commissioner.
 3. Letters of Certification, Product Cut Sheets, Material Safety Data Sheets, or other items to support the information provided in the ENVIRONMENTAL BUILDING MATERIALS CERTIFICATION FORM, as requested by the Commissioner.
 4. Material Safety Data Sheets, for all applicable products. 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).
 5. The LEED BUILDING Submittal information shall be assembled into one package per specification section (or per subcontractor), and sent to the Commissioner for review.
- B. Shop Drawings: Submit, showing all materials, finishes, fastenings, joint details, fabrication, construction and relation to adjoining construction.
- C. Samples: Submit 12" x 12" samples of flashing materials and finishes.

1.6 WARRANTY

- A. The Contractor shall warrant that all Metal Flashing Work executed under this Section will be free from defects in materials and workmanship for a period of two (2) years from date of acceptance of the Project, and he shall remedy any defects in the Metal Flashing Work.

1.7 PRODUCT HANDLING

- A. Protection: Use all means necessary to protect the materials of this Section before, during and after installation and to protect the installed work and materials of all other trades.
- B. Replacements: In the event of damage, immediately make all repairs and replacements necessary at no additional cost to the City of New York.

PART 2 PRODUCTS

2.1 MATERIALS

- A. Stainless Steel Flashing Materials



1. Stainless Steel Flashing: ASTM A167, Type 304, stainless steel, with 2D finish, dead soft temper, fully annealed, as manufactured by International Nickel Co., Republic Steel Corp., United States Steel, or Washington Steel Corp. Thickness of stainless steel shall be 26 ga. At coping provide 14 gauge stainless steel.
 2. Accessories and Fastenings: AISI, Types 302 and 304 stainless steel.
 3. Solder: Composed of sixty (60) percent block tin and forty (40) percent pig lead, except that solder at seams exposed to public view shall be eighty (80) percent tin and twenty (20) percent lead.
 4. Flux: An acid type flux manufactured specifically for soldering stainless steel, as approved.
- B. Bituminous Coating: Cold-applied asphalt mastic, SSPC-Paint 12, compounded for 15-mil dry film thickness per coat. Provide inert-type non-corrosive compound free of asbestos fibers, sulfur components, and other deleterious impurities.

PART 3 EXECUTION

3.1 INSPECTION

- A. Examine the areas and conditions where sheet metal work is to be installed and correct any conditions detrimental to the proper and timely completion of the work. Do not proceed with the work until unsatisfactory conditions are corrected to permit proper installation of the work.

3.2 METAL FLASHING INSTALLATION

- A. Reference Standard: Conform to the requirements of 5th Edition of the Sheet Metal and Air Conditioning Contractors Association (SMACNA) Architectural Sheet Metal Manual.
- B. General: Fabricate and install metal flashing work in accordance with details and specifications of above Reference Standard, with manufacturer's instructions, and as herein specified, to provide a watertight installation. Apply metal flashing to smooth, even, sound, clean, dry surfaces free from defects. Make provisions to allow for expansion and contraction of metal flashing work. Wherever practicable, shop form all metal flashing work and deliver ready for installation. Form metal flashing work accurately to required profiles, with flat surfaces, straight edges and corners, free from defects. Fold exposed metal edges back not less than 1/2" and form drip.
- C. Nailing: Confine to sheets twelve (12) inches or less in width. Confine nailing to one edge only, locate nails where concealed. Use No. 12 x 1" long flat headed, annular threaded, Type 302 stainless steel nails for nailing to wood blocking; use one (1) inch long masonry nails for nailing to concrete. Space nails four (4) inches o.c. maximum.
- D. Cleating: Use cleats where sheets are more than twelve (12) inches in width. Space cleats approximately twelve (12) inches o.c.. Cleats two (2) inches wide by three (3)



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inches long, of the same material and weight as the metal flashing being installed. Secure one end of the cleat with two (2) nails and fold edge back over the nail heads. Lock other end into seam or into folded edge of metal flashing sheets. Pre-tin cleats for soldered seams.

- E. Joining: Join metal flashings with one (1) inch locked and soldered seams except at slip joints. Mallet seams flat and solder full length of seam as specified below.
- F. Soldering: Mechanically clean all metal surfaces to be soldered with steel wool. Clean and pre-tin edges of metal flashing to be soldered before soldering is begun with solder on both sides for a width of not less than 1-1/2". Solder slowly with well heated metal surfaces. Use ample solder. Show not less than one full inch of evenly flowed solder on seam. Seams shall have a liberal amount of flux brushed in before soldering is commenced. Where soldering paste or killed acid is employed as a flux, soldering shall follow immediately after application of the flux. Upon completion of soldering, clean surfaces of all flux.
- G. Slip Joints: Locate slip joints not more than twenty four (24) feet apart and within 2' of corners and changes in direction. Form slip joints as three (3) inch wide joints with cover piece behind flashing, and fill locked ends neatly with sealant.
- H. Cap Flashing: Install over base flashings, in eight (8) to ten (10) foot lengths, lapped six (6) inches at ends. Cap flashing shall be increased longitudinally to produce spring action to hold bottom edge of cap flashing firmly against base flashing. Cap flashing shall lap base flashing at least four (4) inches, with exposed bottom edge at a forty five (45) degree angle downward and folded back on underside at least 1/2" to form drip. Make cap flashing continuous at corners and angles.
- I. Miscellaneous Flashing: Provide all other miscellaneous metal flashing not specifically mentioned herein, but indicated on drawings and/or required to provide a watertight installation.
- J. Separation of Dissimilar Materials: Back paint surfaces of metal flashing in contact with dissimilar metals or with concrete or masonry with bituminous paint.
- K. Reglets
 1. Provide watertight reglets in masonry and concrete work to receive cap flashing. Form reglets of stainless steel using same thickness as stainless steel sheet metal specified.
 2. In masonry work use open or closed slot reglets with slot at least one (1) inch deep and 3/16" wide. Provide hook dams or turn-ups for anchoring securely into mortar joints. Insert cap flashing into slot full depth using button punch or lead wedges to lock in place.
 3. In concrete work, use open or closed slot reglets with slot sloped upward at forty five (45) degrees, at least one (1) inch deep and 3/16" wide. For fastening reglets



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to concrete forms use double-head stainless steel nails spaced twelve (12) inches apart maximum.

4. Insert cap flashing full depth into reglet slot, and wedge in place using lead strips spaced on twelve (12) inch centers maximum or lead caulking rope. When lead strips are used for continuous caulked reglets, use approved weather-resistant fibrous compounds.

END OF SECTION



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SECTION 07 71 00

ROOF SPECIALTIES AND ACCESSORIES

PART 1 GENERAL

1.1 GENERAL REQUIREMENTS

- A. Work of this Section, as shown or specified, shall be in accordance with the requirements of the Contract Documents.

1.2 LEED BUILDING - GENERAL REQUIREMENTS

- A. The City of New York requires the Contractor to implement practices and procedures to meet the project's environmental goals, which include achieving a LEED™ Silver Green Building rating. Specific project goals which may impact this area of work are listed in the applicable paragraphs of this specification section. The Contractor shall ensure that the requirements related to these goals, 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.

1.3 SECTION INCLUDES

- A. The Work of this Section includes all labor, materials, equipment and services necessary to complete the roof specialties and accessories as shown on the drawings and/or specified herein, including but not necessarily limited to the following:
 - 1. Roof hatches.
 - 2. Roof smoke vents.

1.4 RELATED SECTIONS

- A. Roofing - Section 075200.
- B. Sheet metal flashing - Section 076200.

1.5 SUBMITTALS

- A. LEED BUILDING Submittal Requirements: The contractor or subcontractor shall submit the following LEED BUILDING certification items:
 - 1. Material cost breakdowns, submitted in the format of the ENVIRONMENTAL BUILDING MATERIALS CERTIFICATION FORM, per Section 018113 - 1.5.C (Sustainable Design Requirements) of these specifications.



2. Additional information to complete the ENVIRONMENTAL BUILDING MATERIALS CERTIFICATION FORM, as requested by the Commissioner.
3. Letters of Certification, Product Cut Sheets, Material Safety Data Sheets, or other items to support the information provided in the ENVIRONMENTAL BUILDING MATERIALS CERTIFICATION FORM, as requested by the Commissioner.
4. Material Safety Data Sheets, for all applicable products. 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).
5. The LEED BUILDING Submittal information shall be assembled into one package per specification section (or per subcontractor), and sent to the Commissioner for review.

- B. Before any roof specialties and accessories are delivered to the job site, submit shop drawings showing profiles and anchoring devices.

1.6 PRODUCT HANDLING

- A. Protection: Use all means necessary to protect the materials of this Section before, during and after installation and to protect the installed work and materials of all other trades.
- B. Replacements: In the event of damage, immediately make all repairs and replacements necessary.

PART 2 PRODUCTS

2.1 ROOF HATCH

- A. Provide shop-primed, galvanized steel roof hatch units of sizes shown on drawings, with 1" rigid insulation at curbs and door and standard self-lifting mechanism. Provide manufacturer's standard hardware, including hold-open device, hinges, latch and operating handles for inside operation. Construct units for 40 lbs. per sq. ft. live load.
- B. Safety Railing System: Manufacturer's standard complete system including rails, clamps, fasteners, safety barrier at railing opening, and all accessories required for a complete installation.
1. Height: 42 inches above finished roof deck.
 2. Test load per code requirements.
 3. Provide self-latching gate fabricated of same materials as safety railing system.

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- C. Provide "Type S" units manufactured by Bilco or equal by Babcock-Davis, Milcor or approved equal.

2.2 SMOKE VENTS

- A. Provide shop primed galvanized steel heat and smoke vent units of sizes shown on drawings, with 1" rigid insulation at curbs and door, standard lifting mechanism and automatic heat and smoke sensitive release devices. Provide manufacturer's standard hardware including hold-open device, hinges, latch and operating handles for inside and outside operation.
- B. Provide units manufactured by Bilco, Babcock-Davis, Milcor or approved equal.

PART 3 EXECUTION

3.1 INSPECTION

- A. Examine the areas and conditions where roof specialties and accessories are to be installed and correct any conditions detrimental to the proper and timely completion of the work. Do not proceed with the work until unsatisfactory conditions are corrected to permit proper installation of the work.

3.2 INSTALLATION

- A. General: Comply with manufacturer's instructions and recommendations. Coordinate with installation of roof deck and other substrates to receive accessory units, and with roof insulation, roofing and flashing; as required to ensure that each element of the work performs properly, and that combined elements are waterproof and weathertight. Anchor units securely to supporting structural substrates, adequate to withstand lateral and thermal stresses as well as inward and outward loading pressures.
- B. Isolation: Where metal surfaces of units are to be installed in contact with non-compatible metal or corrosive substrates, including wood, apply bituminous coating on concealed metal surfaces, or provide other permanent separation.
- C. Cap Flashing: Where cap flashing is required as component of accessory, install to provide adequate waterproof overlap with roofing or roof flashing (as counter flashing). Seal with thick bead of mastic sealant, except where overlap is indicated to be left open for ventilation.
- D. Operational Units: Test operational units with operable components. Clean and lubricate joints and hardware. Adjust for proper operation.



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3.3 CLEANING AND PROTECTION

- A. Clean exposed metal surfaces in accordance with manufacturer's instructions. Touch up damaged metal coatings.

END OF SECTION

SECTION 07 84 13

FIRESTOPS AND SMOKESEALS

PART 1 GENERAL

1.1 GENERAL REQUIREMENTS

- A. Work of this Section, as shown or specified, shall be in accordance with the requirements of the Contract Documents.

1.2 LEED BUILDING - GENERAL REQUIREMENTS

- A. The City of New York requires the Contractor to implement practices and procedures to meet the project's environmental goals, which include achieving a LEED™ Silver Green Building rating. Specific project goals which may impact this area of work are listed in the applicable paragraphs of this specification section. The Contractor shall ensure that the requirements related to these goals, 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.

1.3 SECTION INCLUDES

- A. Work of this Section includes all labor, materials, equipment, and services necessary to complete the firestops and smoke seals as shown on the drawings and/or specified herein, including, but not limited to, the following:
 1. Penetrations through fire-resistance-rated floor and roof construction including both empty openings and openings containing cables, pipes, ducts, conduits, and other penetrating items.
 2. Penetrations through fire-resistance-rated walls and partitions including both empty openings and openings containing cables, pipes, ducts, conduits, and other penetrating items.
 3. Penetrations through smoke barriers and construction enclosing compartmentalized areas involving both empty openings and openings containing penetrating items.
 4. Sealant joints in fire-resistance-rated construction.
 5. Penetrations at each floor level in shafts and/or stairwells.
 6. Construction joints, including those between top of fire rated walls and underside of floors above.

1.4 RELATED SECTIONS

- A. Cast-in-place concrete - Section 033000.

- B. Joint sealers - Section 079200.
- C. Drywall - Section 092900.
- D. Piping penetrations - Division 22.
- E. Duct penetrations - Division 23.
- F. Cable and conduit penetrations - Division 26.

1.5 REFERENCES

- A. ASTM E 814 "Standard Method of Fire Tests of Through-Penetration Firestops."
- B. UL 1479, UBC 7-5 (Both are same as A. above).
- C. ASTM E 119 "Standard Method of Fire Tests of Building Construction and Materials."
- D. UL 263, UBC 7-1 (Both are same as C. above).
- E. UL 2079 "Tests For Fire Resistance of Building Joint Systems."
- F. ASTM E 1399 "Test For Dynamic Movement Conditions."
- G. ASTM E 1966 (Same as E. above).
- H. Published Through-Penetration Systems by recognized independent testing agencies.
 - 1. UL Fire Resistance Directory, Volume II of current year.
 - 2. Warnock Hersey Certification Listings, current year.
 - 3. Omega Point Laboratories, current year.
- I. Material must have approval for use in New York City.

1.6 SUBMITTALS

- A. LEED BUILDING Submittal Requirements: The contractor or subcontractor shall submit the following LEED BUILDING certification items:
 - 1. Material cost breakdowns, submitted in the format of the ENVIRONMENTAL BUILDING MATERIALS CERTIFICATION FORM, per Section 018113 - 1.5.C (Sustainable Design Requirements) of these specifications.
 - 2. Additional information to complete the ENVIRONMENTAL BUILDING MATERIALS CERTIFICATION FORM, as requested by the Commissioner.
 - 3. Letters of Certification, Product Cut Sheets, Material Safety Data Sheets, or other items to support the information provided in the ENVIRONMENTAL BUILDING MATERIALS CERTIFICATION FORM, as requested by the Commissioner.

4. Material Safety Data Sheets, for all applicable products. 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).
 5. The LEED BUILDING Submittal information shall be assembled into one package per specification section (or per subcontractor), and sent to the Commissioner for review.
- B. Submit manufacturer's product literature for each type of firestop material to be installed. Literature shall indicate product characteristics, typical uses, performance, limitation criteria, test data and indication that products comply with specified requirements.
 - C. Submit shop drawings detailing materials, installation methods, and relationships to adjoining construction for each firestop system, and each kind of construction condition penetrated and kind of penetrating item. Include firestop design designation of qualified testing and inspection agency evidencing compliance with requirements for each condition indicated.
 1. Submit documentation, including illustrations, for proposed UL listed (or equal) firestop and smoke seal assembly required for the Project.
 - D. Material Safety Data Sheets: Submit MSDS for each firestop product.
 - E. Manufacturer's Letters: For installations or configurations not covered by a UL or Warnock Hersey design number, a recommendation shall be obtained from the manufacturer, in writing, for the specific application.

1.7 QUALITY ASSURANCE

- A. General: Provide firestopping systems that are produced and installed to resist the spread of fire, and the passage of smoke and other gases.
- B. Firestopping materials shall conform to Flame (F) and Temperature (T) ratings as required by local building code and as tested by nationally accepted test agencies per ASTM E 814 or UL 1479. The F rating must be a minimum of one (1) hour but not less than the fire resistance rating of the assembly being penetrated. T rating, when required by code authority, shall be based on measurement of the temperature rise on the penetrating item(s). The fire test shall be conducted with a minimum positive pressure differential of 0.01 inches of water column.
- C. Firestopping products shall be asbestos free and free of any PCBs.
- D. Do not use any product containing solvents or that requires hazardous waste disposal.
- E. Do not use firestop products which after curing, dissolve in water.
- F. Do not use firestop products that contain ceramic fibers.

- G. **Mock-Up:** Prepare job site mock-ups of each typical Firestop System proposed for use in the project. Approved mock-ups will be left in place as part of the finished project and will constitute the quality standard for the remaining work.
- H. For firestopping exposed to view, traffic, moisture, and physical damage, provide products that do not deteriorate when exposed to these conditions.
 - 1. For piping penetrations for plumbing and wet-pipe sprinkler systems, provide moisture-resistant through-penetration firestop systems.
 - 2. For floor penetrations with annular spaces exceeding 4 inches or more in width and exposed to possible loading and traffic, provide firestop systems capable of supporting the floor loads involved either by installing floor plates or by other means.
 - 3. For penetrations involving insulated piping, provide through-penetration firestop systems not requiring removal of insulation.

1.8 DELIVERY, STORAGE AND HANDLING

- A. Deliver materials in manufacturer's original unopened containers with manufacturer's name, product identification, lot numbers, UL or Warnock Hersey labels, and mixing and installation instructions, as applicable.
- B. Store materials in the original, unopened containers or packages, and under conditions recommended by manufacturer.
- C. All firestop materials shall be installed prior to expiration of shelf life.

1.9 PROJECT CONDITIONS

- A. Verify existing conditions and substrates before starting work
- B. Do not use materials that contain solvents, show sign of damage or are beyond their shelf life.
- C. During installation, provide masking and drop cloths as needed to prevent firestopping products from contaminating any adjacent surfaces.
- D. Conform to ventilation requirements if required by manufacturer's installation instructions or Material Safety Data Sheet.
- E. **Weather Conditions:** Do not proceed with installation of firestop products when temperatures are in excess or below the manufacturer's recommendations.
- F. Schedule installation of firestop products after completion of penetrating item installation but prior to covering or concealing of openings.
- G. Coordinate this work as required with work of other trades.

1.10 SEQUENCING AND SCHEDULING

- A. Pre-Installation Conference: Convene a pre-installation conference to establish procedures to maintain optimum working conditions and to coordinate this work with related and adjacent work.
- B. Sequence: Perform work of this and other sections in proper sequence to prevent damage to the firestop systems and to ensure that their installation will occur prior to enclosing or concealing work.
- C. Install all firestop systems after voids and joints are prepared sufficiently to accept the applicable firestop system.
- D. Do not cover firestop systems until they have been properly inspected and accepted by the authority having jurisdiction.

PART 2 PRODUCTS

2.1 ACCEPTABLE MANUFACTURERS

- A. Subject to compliance with requirements, provide products of one of the following manufacturers:
 - 1. Tremco
 - 2. Bio-Fireshield
 - 3. 3M
 - 4. Specified Technologies Inc.
 - 5. U.S. Gypsum Co.
 - 6. Nelson
 - 7. Hilti, Inc.
 - 8. Grace Flame Safe

2.2 FIRESTOPPING, GENERAL

- A. Compatibility: Provide firestopping composed of components that are compatible with each other, the substrates forming openings, and the items, if any, penetrating the firestopping under conditions of service and application, as demonstrated by firestopping manufacturer based on testing and field experience.
- B. Accessories: Provide components for each firestopping system that are needed to install fill materials. Use only components specified by the firestopping manufacturer and approved by the qualified testing and inspecting agency for the designated fire-resistance-rated systems. Accessories include but are not limited to the following items:

1. Permanent forming/damming/backing materials including the following:
 - a. Semirefractory fiber (mineral wool) insulation.
 - b. Sealants used in combination with other forming/damming materials to prevent leakage of fill materials in liquid state.
 - c. Fire-rated form board.
 - d. Joint fillers for joint sealants.
 2. Temporary forming materials.
 3. Substrate primers.
 4. Collars.
 5. Steel sleeves.
- C. Applications: Provide firestopping systems composed of materials specified in this Section that comply with system performance and other requirements.
- D. Smoke seals at top of partitions shall be flexible to allow for partition deflection.

2.3 FILL MATERIALS FOR THROUGH-PENETRATION FIRESTOP SYSTEMS

- A. Endothermic, Latex Compound Sealant: Single-component, endothermic, latex formulation.
- B. Intumescent, Latex Sealant: Single-component, Intumescent, latex formulation.
- C. Intumescent Putty: Non-hardening, dielectric, water-resistant putty containing no solvents, inorganic fibers, or silicone compounds.
- D. Intumescent Wrap Strips: Single-component, elastomeric sheet with aluminum or polyethylene foil on one side.
- E. Job-Mixed Vinyl Compound: Prepackaged vinyl-based powder product for mixing with water at Project site to produce a paintable compound, passing ASTM E 136, with flame-spread and smoke-developed ratings of zero per ASTM E 84.
- F. Mortar: Prepackaged dry mix composed of a blend of inorganic binders, fillers, and lightweight aggregate formulated for mixing with water at Project site to form a non-shrinking, homogeneous mortar.
- G. Pillows/Bags: Re-usable, heat-expanding pillows/bags composed of glass-fiber cloth cases filled with a combination of mineral-fiber, water-insoluble expansion agents and fire-retardant additives.
- H. Silicone Foam: Two-component, silicone-based liquid elastomer that, when mixed, expands and cures in place to produce a flexible, non-shrinking foam.
- I. Silicone Sealant: Moisture-curing, single-component, silicone-based, neutral-curing elastomeric sealant of grade indicated below:

1. Grade: Pourable (self-leveling) formulation for openings in floors and other horizontal surfaces and non-sag formulation for openings in vertical and other surfaces requiring a non-slumping/gunnable sealant, unless firestop system limits use to non-sag grade for both opening conditions.

2.4 FIRE-RESISTIVE ELASTOMERIC JOINT SEALANTS

- A. Elastomeric Sealant Standard: Provide manufacturer's standard chemically curing, elastomeric sealant of base polymer indicated that complies with ASTM C 920 requirements, including those referenced for Type, Grade, Class, and Uses, and requirements specified in this Section applicable to fire-resistive joint sealants.
 1. Sealant Colors: Color of exposed joint sealants as selected by the Commissioner.
- B. Single-Component, Neutral-Curing Silicone Sealant: Type S; Grade NS; Class 25; exposure-related Use NT, and joint-substrate-related Uses M, G, A, and (as applicable to joint substrates indicated) O.
 1. Additional Movement Capability: Provide sealant with the capability to withstand 33 percent movement in both extension and compression for a total of 66 percent movement.
- C. Multi-Component, Non-Sag, Urethane Sealant: Type M; Grade NS; Class 25; exposure-related Use NT, and joint-substrate-related Uses M, A, and (as applicable to joint substrates indicated) O.
 1. Additional Movement Capability: Provide sealant with the capability to withstand 40 percent movement in extension and 25 percent in compression for a total of 65 percent movement in joint width existing at time of installation, when tested for adhesion and cohesion under maximum cyclic movement per ASTM C 719, and remain in compliance with other requirements of ASTM C 920 for uses indicated.
- D. Single-Component, Non-Sag, Urethane Sealant: Type S; Grade NS; Class 25; and Uses NT, M, A, and (as applicable to joint substrates indicated) O.

2.5 MINERAL FIBER/CERAMIC WOOL NON-COMBUSTIBLE INSULATION (FIRE SAFING)

- A. Provide min. 4 pcf Thermafiber as manufactured by Thermafiber Co., min. 4 pcf FBX Safing Insulation as manufactured by Fibrex, or approved equal to suit conditions and to comply with fire resistance and firestop manufacturer's requirements.
- B. Material shall be classified non-combustible per ASTM E 119.

2.6 MIXING

- A. For those products requiring mixing prior to application, comply with firestopping manufacturer's directions for accurate proportioning of materials, water (if required), type of mixing equipment, selection of mixer speeds, mixing containers, mixing time, and other procedures needed to produce firestopping 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 configuration, penetrating items, substrates, and other conditions affecting performance of firestopping. Do not proceed with installation until unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Surface Cleaning: Clean out openings and joints immediately prior to installing firestopping to comply with recommendations of firestopping manufacturer and the following requirements:
 - 1. Remove all foreign materials from surfaces of opening and joint substrates and from penetrating items that could interfere with adhesion of firestopping.
 - 2. Clean opening and joint substrates and penetrating items to produce clean, sound surfaces capable of developing optimum bond with firestopping. Remove loose particles remaining from cleaning operation.
 - 3. Remove laitance and form release agents from concrete.
- B. Priming: Prime substrates where recommended by firestopping 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 firestopping from contacting adjoining surfaces that will remain exposed upon completion of work and that would otherwise be permanently stained or damaged by such contact or by cleaning methods used to remove smears from firestopping materials. Remove tape as soon as it is possible to do so without disturbing seal of firestopping with substrates.

3.3 CONDITIONS REQUIRING FIRESTOPPING

- A. Interior Walls and Partitions
 - 1. Construction joints between top of fire rated walls and underside of floors above, shall be firestopped.
 - 2. Firestop system installed shall have been tested by either UL or Omega Point, including exposure to hose stream test and including for use with steel fluted deck floor assemblies.
 - 3. Firestop system used shall allow for deflection of floor above.
- B. Penetrations
 - 1. Penetrations include conduit, cable, wire, pipe, duct, or other elements which pass through one or both outer surfaces of a fire rated floor, wall, or partition.

2. Except for floors on grade, where a penetration occurs through a structural floor or roof and a space would otherwise remain open between the surfaces of the penetration and the edge of the adjoining structural floor or roof, provide firestopping to fill such spaces in accordance with ASTM E 814.
 3. These requirements for penetrations shall apply whether or not sleeves have been provided, and whether or not penetrations are to be equipped with escutcheons or other trim. If penetrations are sleeved, firestop annular space, if any, between sleeve and wall of opening.
- C. Provide firestopping to fill miscellaneous voids and openings in fire rated construction in a manner essentially the same as specified herein before.

3.4 INSTALLING THROUGH PENETRATION FIRESTOPS

- A. General: Comply with the through penetrations firestop manufacturer's installation instructions and drawings pertaining to products and applications indicated.
- B. Install forming/damming materials and other accessories of types required to support fill materials during their application and in the position needed to produce the cross sectional shapes and depths required to achieve fire ratings of designated through-penetration firestop systems. After installing fill materials, remove combustible forming materials and other accessories not indicated as permanent components of firestop systems.
- C. Install fill materials for through penetration firestop systems by proven techniques to produce the following results:
1. Completely fill voids and cavities formed by openings, forming materials, accessories, and penetrating items.
 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 work, finish to produce smooth, uniform surfaces that are flush with adjoining finishes.

3.5 INSTALLING FIRE RESISTIVE JOINT SEALANTS

- A. General: Comply with ASTM C 1193, and with the sealant manufacturer's installation instructions and drawings pertaining to products and applications indicated.
- B. Install joint fillers to provide support of sealants during application and at position required to produce the cross sectional shapes and depths of installed sealants relative to joint widths that allow optimum sealant movement capability and develop fire resistance rating required.
- C. Install sealants by proven techniques that result in sealants directly contacting and fully wetting joint substrates, completely filling recesses provided for each joint configuration, and providing uniform, cross sectional shapes and depths relative to joint width that optimum sealant movement capability. Install sealants at the same time joint fillers are installed.

- D. Tool no sag sealants immediately after sealant application and prior to the time skinning or curing begins. Form smooth, uniform beads of configuration indicated or required to produce fire resistance rating, as well as to eliminate air pockets, and to ensure contact and adhesion of sealants with sides of joint. Remove excess sealant from surfaces adjacent to joint. Do not use tooling agents that discolor sealants or adjacent surfaces or are not approved by sealant manufacturer.

3.6 INSTALLING FIRESAFING INSULATION

- A. Install fire safing insulation utilizing welded or screw applied galvanized steel impaling pins and retaining clips; space clips or pins 24" o.c. maximum.
- B. Completely fill voids in areas where safing insulation is required. At spandrel conditions/floor edges, depth of insulation top to bottom shall be at least four (4) inches.
- C. Cover top of all safing insulation with firestop sealant or spray.

3.7 FIELD QUALITY CONTROL

- A. Inspecting agency employed and paid by the City of New York for Special Inspection will examine completed firestopping to determine, in general, if it is being installed in compliance with requirements.
- B. Inspecting agency will report observations promptly and in writing to Contractor, City of New York and Commissioner.
- C. Do not proceed to enclose firestopping with other construction until reports of examinations are issued.
- D. Where deficiencies are found, Contractor must repair or replace firestopping so that it complies with requirements.

3.8 CLEANING

- A. Clean off excess fill materials and sealants adjacent to openings and joints as work progresses by methods and with cleaning materials approved by manufacturers of firestopping products and of products in which opening and joints occur.
- B. Protect firestopping during and after curing period from contact with contaminating substances or from damage resulting from construction operations or other causes so that they 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 firestopping immediately and install new materials to product firestopping complying with specified requirements.

END OF SECTION

SECTION 079200

JOINT SEALERS

PART 1 GENERAL

1.1 GENERAL REQUIREMENTS

- A. Work of this Section, as shown or specified, shall be in accordance with the requirements of the Contract Documents.

1.2 LEED BUILDING - GENERAL REQUIREMENTS

- A. The City of New York requires the Contractor to implement practices and procedures to meet the project's environmental goals, which include achieving a LEED™ Silver Green Building rating. Specific project goals which may impact this area of work are listed in the applicable paragraphs of this specification section. The Contractor shall ensure that the requirements related to these goals, 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.

1.3 SECTION INCLUDES

- A. Work of this Section includes all labor, materials, equipment and services necessary to complete the joint sealers work as shown on the drawings and/or specified herein, including but not necessarily limited to the following:
 1. Flashing reglets and retainers.
 2. Coping joints.
 3. Exterior wall joints not specified to be sealed in other Sections of work.
 4. Interior wall joints not specified to be sealed in other Sections of work, including caulking to fill between architectural woodwork and any wall, floor and/or ceiling imperfections.
 5. Control and expansion joints in walls.
 6. Joints at wall penetrations.
 7. Joints between items of equipment and other construction.
 8. All other joints required to be sealed to provide a positive barrier against penetration of air and moisture.

1.4 RELATED SECTIONS

- A. Roofing - Division 7.
- B. Firestop sealants – Section 078413.
- C. Sealant at metal to metal components of storefront - Section 084313.
- D. Aluminum windows – Section 085113.
- E. Glazing sealants - Section 088000.
- F. Sealant within drywall construction - Section 092900.
- G. Sealant at tile work - Section 093000.

1.5 QUALITY ASSURANCE

- A. Qualification of Installers: Use only personnel who are thoroughly familiar, skilled and specially trained in the techniques of sealant work, and who are completely familiar with the published recommendations of the sealant manufacturer.
- B. Pre-Construction Field Adhesion Testing: Before installing elastomeric sealants, field test their adhesion to project joint substrates according to the method in ASTM C 794 and C 1521 that is appropriate for the types of Project joints.
- C. Perform testing per ASTM C 1248 on interior and exterior sealants to determine if sealants or primers will stain adjacent surfaces. No sealant work shall start until results of these tests have been submitted to the Commissioner and he has given his written approval to proceed with the work.

1.6 SUBMITTALS

- A. LEED BUILDING Submittal Requirements: The contractor or subcontractor shall submit the following LEED BUILDING certification items:
 - 1. Material cost breakdowns, submitted in the format of the ENVIRONMENTAL BUILDING MATERIALS CERTIFICATION FORM, per Section 018113 - 1.5.C (Sustainable Design Requirements) of these specifications.
 - 2. Additional information to complete the ENVIRONMENTAL BUILDING MATERIALS CERTIFICATION FORM, as requested by the Commissioner.
 - 3. Letters of Certification, Product Cut Sheets, Material Safety Data Sheets, or other items to support the information provided in the ENVIRONMENTAL BUILDING MATERIALS CERTIFICATION FORM, as requested by the Commissioner.
 - 4. Material Safety Data Sheets, for all applicable products. 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).

5. The LEED BUILDING Submittal information shall be assembled into one package per specification section (or per subcontractor), and sent to the Commissioner for review.
- B. Shop Drawings: Submit shop drawings showing all joint conditions, indicating relation of adjacent materials, all sealant materials (sealant, bond breakers, backing, primers, etc.), and method of installation.
1. Submit joint sizing calculations certifying that movement capability of sealant is not being exceeded.
- C. Samples: Submit the following:
1. Color samples of sealants, submit physical samples (not color chart).
 2. Sealant bond breaker and joint backing.
- D. Product Data: Submit manufacturer's technical information and installation instructions for:
1. Sealant materials, indicating that material meets standards specified herein.
 2. Backing rods.
- E. Submit manufacturer's certification as required by Article 1.7 herein.
- F. Submit results of testing required in Article 1.5 herein.

1.7 MANUFACTURER'S RESPONSIBILITY AND CERTIFICATION

- A. Contractor shall require sealant manufacturer to review the Project joint conditions and details for this Section of the work. Contractor shall submit to the Commissioner written certification from the sealant manufacturer that joints are of the proper size and design, that the materials supplied are compatible with adjacent materials and backing, that the materials will properly perform to provide permanent watertight, airtight or vaportight seals (as applicable), and that materials supplied meet specified performance requirements.

1.8 ENVIRONMENTAL CONDITIONS

- A. Temperature: Install all work of this Section when air temperature is above forty (40) degrees F. and below eighty (80) degrees F., unless manufacturer submits written instructions permitting sealant use outside of this temperature range.
- B. Moisture: Do not apply work of this Section on surfaces which are wet, damp, or have frost.

1.9 PRODUCT HANDLING

- A. Protection: Use all means necessary to protect the materials of this Section, before, during and after installation and to protect the installed work and materials of all other trades.
- B. Replacements: In the event of damage, immediately make all repairs and replacements necessary.
- C. Storage
 - 1. Store sealant materials and equipment under conditions recommended by their manufacturer.
 - 2. Do not use materials stored for a period of time exceeding the maximum recommended shelf life of the material.
 - 3. Material shall be stored in unopened containers with manufacturers' name, batch number and date when shelf life expires.

1.10 GUARANTEE

- A. Provide a written, notarized guarantee from the manufacturer stating that the applied sealants shall show no material failure for a period of ten (10) years.
- B. Contractor to provide a written, notarized, guarantee stating that the applied sealants shall show no failure due to improper installation for a period of two (2) years.
- C. Guarantee shall be in a form acceptable to the City of New York and executed by an authorized individual.
- D. Include in guarantee provision, agreement to repair and/or replace, at Contractor's expense, sealant defects which develop during guarantee period, because of faulty labor and/or materials.

PART 2 PRODUCTS

2.1 SEALANT MATERIALS

- A. Exterior Wall Sealant: Provide one (1) part non-sag sealant equal to No. 790 or 795 made by Dow Corning, "Silpruf SCS 2000" or "LM SCS 2700" made by G.E. or "Spectrem 1" or "Spectrem 3" made by Tremco or "Sonolastic 150" by Sonneborn conforming to the minimum standards of ASTM C 920, Type S, Grade NS, Class 50.
- B. Interior Sealant: Provide a one (1) part acrylic based sealant conforming to ASTM C 834, equal to "AC-20+ Silicone" made by Pecora or equal made by Tremco.
- C. Colors: Colors selected from manufacturer's standard selection.

2.2 MISCELLANEOUS MATERIALS

- A. Back-Up Materials: Provide back-up materials and preformed joint fillers, non-staining, non-absorbent, compatible with sealant and primer, and of a resilient nature, equal to "HBR" made by Nomaco Inc. or approved equal, twenty-five (25) percent wider than joint width. Materials impregnated with oil, bitumen or similar materials shall not be used. Provide back-up materials only as recommended by sealant manufacturer in writing.
- B. Provide bond breakers, where required, of polyethylene tape as recommended by manufacturer of sealant.
- C. Provide primers recommended by the sealant manufacturer for each material to receive sealant. Note that each exterior joint must be primed prior to sealing.
- D. Provide solvent, cleaning agents and other accessory materials as recommended by the sealant manufacturer.
- E. Materials shall be delivered to the job in sealed containers with manufacturer's original labels attached. Materials shall be used per manufacturer's printed instructions.

PART 3 EXECUTION

3.1 INSPECTION

- A. Examine the areas and conditions where joint sealers are to be installed and correct any conditions detrimental to the proper and timely completion of the work. Do not proceed with the work until unsatisfactory conditions are corrected to permit proper installation of the work.

3.2 INSTALLATION

- A. Sealant Installation Standard: Comply with instructions and recommendations of the manufacturer and in accordance with ASTM C 1193 for use of joint sealants as applicable to materials, applications and conditions required by this Project where more stringent installation requirements are specified herein, such requirements shall apply.
- B. Sample Section of Sealant
 - 1. During sealant installation work in exterior wall, the manufacturer of sealant shall send his representative to the site, under whose supervision a section of the wall (used as "control section") shall be completed for purposes of determining performance characteristics of sealant in joints. Commissioner shall be informed of time and place of such installation of control section.
 - 2. Control section shall be installed according to specification given herein and shall not be considered as acceptable until written acceptance is provided by the Commissioner.

3. Accepted control section shall be standard to which all other sealant work must conform.
- C. Supervision: The Contractor shall submit to the Commissioner written certification from the sealant manufacturer that the applicators have been instructed in the proper application of their materials. The Contractor shall use only skilled and experienced workmen for installation of sealant.
- D. Apply sealant under pressure with a hand or power actuated gun or other appropriate means. Gun shall have nozzle of proper size and provide sufficient pressure to completely fill joints as detailed. Neatly point or tool joint to provide the contour as indicated on the drawings.
- E. Preparation and Application
1. Thoroughly clean all joints, removing all foreign matter such as dust, oil, grease, water, surface dirt and frost. Sealant must be applied to the base surface. Previously applied film must be entirely removed.
 2. Stone, masonry and concrete surfaces to receive sealant shall be cleaned where necessary by grinding, water blast cleaning, mechanical abrading, or combination of these methods as required to provide a clean, sound base surface for sealant adhesion.
 - a. Do not use any acid or other material which might stain surfaces.
 - b. Remove laitance by grinding or mechanical abrading.
 - c. Remove loose particles present or resulting from grinding, abrading, or blast cleaning by blowing out joints with compressed air, oil and water free, or vacuuming joints prior to application of primer or sealant.
 3. Clean non-porous surfaces such as metal and glass chemically. Remove protective coatings on metallic surfaces by solvent that leaves no residue and is compatible with sealant. Use solvent and wipe dry with clean, dry lint free paper towels. Do not allow solvent to air dry without wiping. Clean joint areas protected with masking tape or strippable films as above after removal of tape film.
 4. Do not seal joints until they are in compliance with drawings, or meet with the control section standard.
 5. Joint Size and Sealant Size: Joints to receive sealant shall be at least 1/4" wide. In joint 1/4" to 3/8" wide, sealant shall be 1/4" deep. In joints wider than 3/8" and up to 1" wide, sealant depth shall be one half the joint width. For joints wider than 1", sealant depth shall be as recommended by the sealant manufacturer. Depth of joint is defined as distance from outside face of joint to closest point of the filler.
 6. Primer: Thoroughly clean joints and apply primer to all surfaces that will receive sealant. Apply primer on clean, dry surfaces, and prior to installation of joint backing. Completely wet both inner faces of the joint with primer. Mask adjacent

surfaces of joint with non-staining masking tape prior to priming. Apply primer with clean brush and only when temperature is above 45 deg. F.

7. **Joint Backing:** In joints where depth of joint exceeds required depth of sealant, install joint backing (after primer is dry) in joints to provide backing and proper joint shape for sealant. Proper shape for sealant is a very slight "hourglass" shape, with back and front face having slight concave curvature. Use special blunt T-shaped tool or roller to install joint backing to the proper and uniform depth required for the sealant. Joint backing shall be installed with approximately twenty-five (25) percent compressions. Do not stretch, twist, braid, puncture, or tear joint backing. Butt joint backing at intersections.
8. **Bond Breaker:** Install bond breaker smoothly over joint backing so that sealant adheres only to the sides of the joint and not backing.
9. **Sealant Application:** Apply sealant in accordance with the manufacturer's application manual and manufacturer's instructions, using hand guns or pressure equipment, on clean, dry, properly prepared substrates, completely filling joints to eliminate air pockets and voids. Mask adjacent surfaces of joint with non-staining masking tape. Force sealant into joint in front of the tip of the "caulking gun" (not pulled after it) and force sealant against sides to make uniform contact with sides of joint and to prevent entrapped air or pulling of sealant off of sides. Fill sealant space solid with sealant.
10. **Tooling:** Tool exposed joints to form smooth and uniform beds, with slightly concave surface conforming to joint configuration per Figure 4A in ASTM C 1193. Finished joints shall be straight, uniform, smooth and neatly finished. Remove masking tape immediately after tooling of sealant and before sealant face starts to "skin" over. Neatly remove any excess sealant from adjacent surfaces of joint, leaving the work in a neat, clean condition.
11. **Replace sealant which is damaged during construction process.**

END OF SECTION

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SECTION 08 11 13

STEEL DOORS AND FRAMES

PART 1 GENERAL

1.1 GENERAL REQUIREMENTS

- A. Work of this Section, as shown or specified, shall be in accordance with the requirements of the Contract Documents.

1.2 LEED BUILDING - GENERAL REQUIREMENTS

- A. The City of New York requires the Contractor to implement practices and procedures to meet the project's environmental goals, which include achieving a LEED™ Silver Green Building rating. Specific project goals which may impact this area of work are listed in the applicable paragraphs of this specification section. The Contractor shall ensure that the requirements related to these goals, 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.

1.3 SECTION INCLUDES

- A. Work of this Section includes all labor, materials, equipment and services necessary to complete the steel doors and frames work as shown on the drawings and/or specified herein, including, but not limited to, the following:
 - 1. Interior and exterior hollow metal doors and frames for fire rated and unrated door openings.
 - 2. Trimmed openings.
 - 3. Interior hollow metal vision panels.
 - 4. Metal panels.
 - 5. Preparation of metal doors and frames to receive finish hardware, including reinforcements, drilling and tapping necessary.
 - 6. Preparation of hollow metal doors to receive glazing where required.
 - 7. Furnishing anchors for building into masonry and drywall.
 - 8. Factory prime painting of work of this Section.

1.4 RELATED SECTIONS

- A. Installation of doors and frames - Section 062000.
- B. Finish hardware - Section 087100.
- C. Glass and glazing - Section 088000.
- D. Gypsum drywall – Section 092900.
- E. Painting - Section 099000.

1.5 SUBMITTALS

- A. LEED BUILDING Submittal Requirements: The contractor or subcontractor shall submit the following LEED BUILDING certification items:
 - 1. Material cost breakdowns, submitted in the format of the ENVIRONMENTAL BUILDING MATERIALS CERTIFICATION FORM, per Section 018113 - 1.5.C (Sustainable Design Requirements) of these specifications.
 - 2. Additional information to complete the ENVIRONMENTAL BUILDING MATERIALS CERTIFICATION FORM, as requested by the Commissioner.
 - 3. Letters of Certification, Product Cut Sheets, Material Safety Data Sheets, or other items to support the information provided in the ENVIRONMENTAL BUILDING MATERIALS CERTIFICATION FORM, as requested by the Commissioner.
 - 4. Material Safety Data Sheets, for all applicable products. 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).
 - 5. The LEED BUILDING Submittal information shall be assembled into one package per specification section (or per subcontractor), and sent to the Commissioner for review.
- B. Product Data: Include construction details, material descriptions, core descriptions, label compliance, compliance with standards referenced herein, sound and fire-resistance ratings, and finishes for each type of door and frame specified.
- C. Shop Drawings: Show fabrication and installation of doors and frames. Include details of each frame type, elevations of door design types, conditions at openings, details of construction, reinforcement for surface applied hardware, dimensions of profiles and hardware preparation, location and installation requirements of door and frame hardware and reinforcements, and details of joints and connections. Show anchorage and accessories.

- D. Door Schedule: Submit schedule of doors and frames using same reference numbers for details and openings as those on Drawings.
 - 1. Coordinate glazing frames and stops with glass and glazing requirements.
- E. Oversize Construction Certification: For door assemblies required to be fire rated and exceeding limitations of labeled assemblies, submit certification of a testing agency acceptable to authorities having jurisdiction that each door and frame assembly has been constructed to comply with design, materials, and construction equivalent to requirements for labeled construction.

1.6 QUALITY ASSURANCE

- A. Manufacturer Qualifications: A firm experienced in manufacturing custom steel doors and frames similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- B. Testing Agency Qualifications: An independent agency qualified according to ASTM E 329 for testing indicated, as documented according to ASTM E 548.
- C. Source Limitations: Obtain custom steel doors and frames through one source from a single manufacturer.
- D. Fire-Rated Door and Frame Assemblies: Assemblies complying with NFPA 80 that are listed and labeled by a testing and inspecting agency acceptable to authorities having jurisdiction, for fire-protection ratings indicated.
 - 1. Test Pressure: Test according to NFPA 252 or UL 10C. After 5 minutes into the test, the neutral pressure level in furnace shall be established at 40" or less above the sill.
 - 2. Oversize Fire-Rated Door Assemblies: For units exceeding sizes of tested assemblies, provide certification by a testing agency acceptable to authorities having jurisdiction that doors comply with standard construction requirements for tested and labeled fire-protection-rated door assemblies except for size.
 - 3. Temperature-Rise Rating: At exit enclosures, provide doors that have a temperature-rise rating as required by prevailing Building Code in 30 minutes of fire exposure.
- E. Fire-Rated, Borrowed-Light Frame Assemblies: Assemblies complying with NFPA 80 that are 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. Label each individual glazed lite.
- F. Smoke-Control Door Assemblies: Comply with NFPA 105 or UL 1784.
- G. For projects located in New York City, fire rated assemblies must have M.E.A. approval with UL label.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Deliver doors and frames palleted, wrapped, or crated to provide protection during transit and Project site storage. Do not use nonvented plastic.
- B. Inspect doors and frames, on delivery, for damage. Minor damage may be repaired provided refinished items match new work and are approved by Commissioner; otherwise, remove and replace damaged items as directed.
- C. Store doors and frames under cover at building site. Conform to the requirements of ANSI A 250-11-2001 for site storage unless more stringent requirements are noted herein. Place units on minimum 4-inch high wood blocking. Avoid using nonvented plastic or canvas shelters that could create a humidity chamber. If wrappers on doors become wet, remove cartons immediately. Provide minimum 1/4-inch spaces between stacked doors to permit air circulation.

PART 2 PRODUCTS

2.1 FABRICATION - GENERAL

- A. Fabricate hollow metal units to be rigid, neat in appearance and free from defects, warp or buckle. Accurately form metal to required sizes and profiles. Weld exposed joints continuously, grind, dress, and make smooth, flush and invisible. Metallic filler to conceal manufacturing defects is not acceptable.
- B. Unless otherwise indicated, provide countersunk flat Phillips or Jackson heads for exposed screws and bolts.
- C. Prepare hollow metal units to receive finish hardware, including cutouts, reinforcing, drilling and tapping in accordance with Finish Hardware Schedule and templates provided by hardware suppliers. Comply with applicable requirements of ANSI A115 "Specifications for Door and Frame Preparation for Hardware."
- D. Locate finish hardware as shown on final shop drawings in accordance with locations noted herein.

2.2 MANUFACTURERS

- A. Provide products manufactured by Steelcraft, Curries, Ceco Door Products, or approved equal meeting these specifications.

2.3 FRAMES

A. Materials

- 1. Frames for exterior openings shall be made of commercial grade cold-rolled steel conforming to ASTM A 1008/A, Type B not less than 14 ga., and shall have a hot dipped galvanized coating conforming to ASTM A 924 and A 653 with A-60

coating. The zinc-alloy coating shall be a dull matte surface treated for paint adhesion.

2. Frames for interior openings shall be either commercial grade cold-rolled steel conforming to ASTM A 1008/A, Type B or commercial grade hot-rolled steel conforming to ASTM A 1011/A, Commercial Steel, Type B. Metal thickness shall be not less than sixteen (16) ga. for frames in openings 4'-0" or less in width; not less than fourteen (14) ga. for frames in openings over 4'-0" in width.

B. Design and Construction

1. All frames shall be welded units with integral trim, of the sizes and shapes shown on approved shop drawings. Knocked down frames are not permitted.
2. All finished work shall be strong and rigid, neat in appearance, square, true and free of defects, warp or buckle. Molded members shall be clean cut, straight and of uniform profile throughout their lengths.
3. Jamb depths, trim, profile and backbends shall be as shown on drawings.
 - a. Frames at drywall partitions shall be formed with double return backbends to prevent cutting into drywall surface.
4. Welded frames shall have corners mitered and reinforced and faces of welded frames shall be continuously back welded full depth and width of frame conforming to NAAMM Standard HMMA-820; face joints shall be hairline.
5. Minimum depth of stops shall be 5/8".
6. Frames for multiple or special openings shall have mullion and/or rail members which are closed tubular shapes having no visible seams or joints. All joints between faces of abutting members shall be securely welded and finished smooth.
 - a. Mullions shall have 16 ga. internal steel stiffeners welded not less than 4" o.c.
7. Hardware Reinforcements
 - a. Frames shall be mortised, reinforced, drilled and tapped at the factory for fully-templated mortised hardware only, in accordance with approved hardware schedule and templates provided by the hardware supplier. Where surface-mounted hardware is to be applied, frames shall have reinforcing plates.
 - b. Minimum thickness of hardware reinforcing plates shall be as follows:
 - 1). Hinge and pivot reinforcements - seven (7) ga., 1-1/4" x 10" minimum size.
 - 2). Strike reinforcements - twelve (12) gauge
 - 3). Flush bolt reinforcements - twelve (12) gauge

- 4). Closer reinforcements - twelve (12) gauge
 - 5). Reinforcements for surface mounted hardware - twelve (12) gauge.
8. Floor Anchors
- a. Provide adjustable floor anchors, providing not less than two (2) inch height adjustment.
 - b. Minimum thickness of floor anchors shall be fourteen (14) gauge.
9. Jamb Anchors
- a. Frames for installation in masonry walls shall be provided with adjustable jamb anchors of the wire type. Anchors shall be not less than 0.156" diameter steel wire. The number of anchors provided on each jamb shall be as follows:
 - 1). Frames up to 7'-6" height - three (3) anchors.
 - 2). Frames 7'-6" to 8'-0" height - four (4) anchors.
 - 3). Frames over 8'-0" height - one (1) anchor for each 2'-0" or fraction thereof in height.
 - b. Frames for installation in stud partitions shall be provided with steel anchors of suitable design, not less than eighteen (18) gauge thickness, securely welded inside each jamb as follows:
 - 1). Frames up to 7'-6" height - four (4) anchors.
 - 2). Frames 7'-6" to 8'-0" height - five (5) anchors.
 - 3). Frames over 8'-0" height - five (5) anchors plus one additional for each 2'-0" or fraction thereof over 8'-0".
 - c. Frames to be anchored to previously placed concrete or masonry shall be provided with minimum 3/8" concealed bolts set into expansion shields or inserts at six (6) inches from top and bottom and twenty-four (24) inches o.c. Reinforce frames at anchor locations with sixteen (16) gauge sheet steel stiffeners welded to frame at each anchor.
10. Anchors in exterior frames and in masonry walls shall be hot dip galvanized per ASTM A 153.
11. Frames for installation in masonry wall openings more than 4'-0" in width shall have an angle or channel stiffener factory welded into the head. Such stiffeners shall be not less than twelve (12) gauge steel and not longer than the opening width, and shall not be used as lintels or load bearing members.
12. Dust cover boxes (or mortar guards) of not thinner than twenty-six (26) gauge steel shall be provided at all hardware mortises on frames to be set in masonry or plaster partitions.
13. Ceiling Struts: Minimum 3/8" thick x 2" wide steel.
14. All frames shall be provided with a steel spreader temporarily attached to the feet of both jambs to serve as a brace during shipping and handling.

15. Loose glazing stops shall be of cold rolled steel, not less than twenty (20) gauge thickness, butted at corner joints and secured to the frame with countersunk cadmium-or zinc-plated screws. Interior frames may be provided with snap-on glazing stops.
 16. Except on weatherstripped frames, drill stops to receive three (3) silencers on strike jambs of single door frames and two (2) silencers on heads of double-door frames.
- C. Finish: After fabrication, all tool marks and surface imperfections shall be removed, and exposed faces of all welded joints shall be dressed smooth. Frames shall then be chemically treated to insure maximum paint adhesion and shall be coated on all surfaces with one coat of rust-inhibitive baked-on alkyd primer standard with the manufacturer which is fully cured before shipment to a dry film thickness of 2.0 mils.

2.4 HOLLOW METAL DOORS

- A. Materials: Doors shall be made of commercial quality, level, cold rolled steel conforming to ASTM A 1008/A, Commercial Steel, Type B and free of scale, pitting or other surface defects. Face sheets for interior doors shall be not less than eighteen (18) gauge. Face sheets for exterior doors shall be not less than sixteen (16) gauge and shall have a hot dipped galvanized coating conforming to ASTM A 924 and A 653, A-60 coating. The zinc alloy coating shall be a dull matte surface treated for paint adhesion.
- B. Design and Construction
1. All doors shall be of the types and sizes shown on the approved shop drawings, and shall be fully welded seamless construction with no visible seams or joints on their faces or vertical edges. Minimum door thickness shall be 1-3/4".
 2. All doors shall be strong, rigid and neat in appearance, free from warpage or buckles. Corner bends shall be true and straight and of minimum radius for the gauge of metal used.
 3. Face sheets shall be stiffened by continuous vertical formed steel sections spanning the full thickness of the interior space between door faces. These stiffeners shall be not less than twenty two (22) gauge spaced not more than six (6) inches apart and securely attached to face sheets by spot welds not more than five (5) inches o.c. Spaces between stiffeners shall be sound deadened and thermal insulated the full height of the door with an inorganic non-combustible batt type material.
 4. Door faces shall be joined at their vertical edges by a continuous weld extending the full height of the door. All such welds shall be ground, filled and dressed smooth to make them invisible and provide a smooth flush surface.
 5. Top and bottom edges of all doors shall be closed with a continuous recessed steel channel not less than fourteen (14) gauge, extending the full width of the door and spot welded to both faces. Exterior doors shall have an additional flush closing channel at their top edges and, where required for attachment of weatherstripping,

a flush closure also at their bottom edges. Openings shall be provided in the bottom closure of exterior doors to permit the escape of entrapped moisture.

6. Edge profiles shall be provided on both vertical edges of doors as follows:

- a. Single-acting swing doors - beveled 1/8" in two (2) inches.
- b. Double acting swing doors - rounded on 2-1/8" radius.
- c. No square edge doors permitted.

7. Hardware Reinforcements

- a. Doors shall be mortised, reinforced, drilled and tapped at the factory for fully templated hardware only in accord with the approved hardware schedule and templates provided by the hardware supplier. Where surface-mounted hardware (or hardware, the interrelation of which is to be adjusted upon installation - such as top and bottom pivots, floor closers, etc.) is to be applied, doors shall have reinforcing plates.
- b. Minimum gauges for hardware reinforcing plates shall be as follows:
 - 1). Hinge and pivot reinforcement - seven (7) gauge.
 - 2). Reinforcement for lock face, flush bolts, concealed holders, concealed or surface mounted closers - twelve (12) gauge.
 - 3). Reinforcements for all other surface mounted hardware - sixteen (16) gauge.

8. Glass Moldings and Stops

- a. Where specified or scheduled, doors shall be provided with hollow metal moldings to secure glazing by others in accordance with glass opening sizes shown on drawings.
- b. Fixed moldings shall be securely welded to the door on the security side.
- c. Loose stops shall be not less than twenty (20) gauge steel, with mitered corner joints, secured to the framed opening by cadmium or zinc-coated countersunk screws spaced eight (8) inches o.c. Snap-on attachments will not be permitted. Stops shall be flush with face of door.

C. Finish: After fabrication, all tool marks and surface imperfections shall be dressed, filled and sanded as required to make all faces and vertical edges smooth, level and free of all irregularities. Doors shall then be chemically treated to insure maximum paint adhesion and shall be coated, on all exposed surfaces, with manufacturer's standard rust-inhibitive alkyd primer as specified for frames which shall be fully cured before shipment.

D. Flatness: Doors shall maintain a flatness tolerance of 1/16" maximum, in any direction, including in a diagonal direction.

2.5 LABELED DOORS AND FRAMES

A. Labeled doors and frames shall be provided for those openings requiring fire protection ratings as scheduled on drawings. Such doors and frames shall be labeled by

Underwriters' Laboratories or other nationally recognized agency having a factory inspection service.

- B. If any door or frame specified by the Commissioner to be fire-rated cannot qualify for appropriate labeling because of its design, size, hardware or any other reason, the Commissioner shall be so advised before fabricating work on that item is started.

2.6 HOLLOW-METAL PANELS

- A. Provide hollow-metal panels of same materials, construction, and finish as adjacent door assemblies.

2.7 HARDWARE LOCATIONS

- A. The location of hardware on doors and frames shall be as noted in "Recommended Locations for Architectural Hardware for Standard Steel Doors and Frames" of the Door Hardware Institute unless otherwise required by prevailing Handicap Codes.

2.8 CLEARANCES

- A. Fabricate doors and frames to meet edge clearances as follows:

1. Jamb and Head: 1/8" plus or minus 1/16".
2. Meeting Edges, Pairs of Doors: 1/8" Plus or minus 1/16".
3. Bottom: 3/4", if no threshold.
4. Bottom: 3/8", at threshold.

- B. Fire rated doors shall have clearances as required by NFPA 80.

2.9 MANUFACTURING TOLERANCES

- A. Manufacturing tolerance shall be maintained within the limits given in HMMA 841 of ANSI/NAAMM, current edition.

2.10 PREPARATION FOR FINISH HARDWARE

- A. Prepare door and frames to receive hardware:

1. Hardware supplier shall furnish hollow metal manufacturer approved hardware schedule, hardware templates, and samples of physical hardware where necessary to insure correct fitting and installation.
2. Preparation includes sinkages and cut-outs for mortise and concealed hardware.

- B. Provide reinforcements for both concealed and surface applied hardware:

1. Drill and tap mortise reinforcements at factory, using templates.

2. Install reinforcements with concealed connections designed to develop full strength of reinforcements.

2.11 REJECTION

- A. Hollow metal frames or doors which are defective, have hardware cutouts of improper size or location, or which prevent proper installation of doors, hardware or work of other trades, shall be removed and replaced with new at no cost.

PART 3 EXECUTION

3.1 INSPECTION

- A. Examine the areas and conditions where steel doors and frames are to be installed and correct any conditions detrimental to the proper and timely completion of the work. Do not proceed with the work until unsatisfactory conditions are corrected to permit proper installation of the work.

3.2 INSTALLATION

- A. Refer to Section 062000 for installation procedures for all work of this Section.

END OF SECTION

SECTION 08 31 13

ACCESS DOORS

PART 1 GENERAL

1.1 GENERAL REQUIREMENTS

- A. Work of this Section, as shown or specified, shall be in accordance with the requirements of the Contract Documents.

1.2 LEED BUILDING - GENERAL REQUIREMENTS

- A. The City of New York requires the Contractor to implement practices and procedures to meet the project's environmental goals, which include achieving a LEED™ Silver Green Building rating. Specific project goals which may impact this area of work are listed in the applicable paragraphs of this specification section. The Contractor shall ensure that the requirements related to these goals, 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.

1.3 SECTION INCLUDES

- A. Work of this Section includes all labor, materials, equipment, and services necessary to complete the access doors as indicated on the drawings and/or specified herein, including, but not limited to, the following:
 - 1. Frameless recessed panel access doors at drywall ceilings and walls.
 - 2. Framed flush panel access doors at masonry and tile walls.
 - 3. Provide access doors and frames for access from occupied spaces to the following, where indicated or required, and as directed by the trades of Divisions 23 and 26.
 - a. All shutoff or balancing valves.
 - b. Fire dampers, as required.
 - c. Points of duct access.
 - d. Pull boxes.
 - e. Controls of mechanical and electrical items.
 - f. Masonry shafts for pipes and conduits, as required.
 - g. Pipe spaces, if required.
 - h. Inlets of fans.
 - i. Fusible link and splitter damper at filter bank.
 - j. Automatic damper and motor.
 - k. Equipment not otherwise accessible.

1.4 RELATED SECTIONS

- A. Drywall - Section 092900.
- B. Ceramic tile - Section 093100.
- C. Valves and connections - Division 23.

1.5 QUALITY ASSURANCE

- A. For actual installation of the work of this Section, use only personnel who are thoroughly familiar with the manufacturer's recommended methods of installation and who are completely trained in the skills required.
- B. Fire-Resistance Ratings: Wherever a fire-resistance classification is shown, or for construction where access doors are installed, provide required access door assembly with panel door, frame, hinge and latch from manufacturers listed in Underwriters' Laboratories, Inc. "Classified Building Materials Index" for the rating shown.
 - 1. Provide UL label on each access panel.
 - 2. Provide flush, key operated cylinder lock.
- C. Size Variations: Obtain Commissioner's acceptance of manufacturer's standard size units which may vary slightly from sizes shown or scheduled.

1.6 SUBMITTALS

- A. LEED BUILDING Submittal Requirements: The contractor or subcontractor shall submit the following LEED BUILDING certification items:
 - 1. Material cost breakdowns, submitted in the format of the ENVIRONMENTAL BUILDING MATERIALS CERTIFICATION FORM, per Section 018113 - 1.5.C (Sustainable Design Requirements) of these specifications.
 - 2. Additional information to complete the ENVIRONMENTAL BUILDING MATERIALS CERTIFICATION FORM, as requested by the Commissioner.
 - 3. Letters of Certification, Product Cut Sheets, Material Safety Data Sheets, or other items to support the information provided in the ENVIRONMENTAL BUILDING MATERIALS CERTIFICATION FORM, as requested by the Commissioner.
 - 4. Material Safety Data Sheets, for all applicable products. 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).

5. The LEED BUILDING Submittal information shall be assembled into one package per specification section (or per subcontractor), and sent to the Commissioner for review.
 - B. Before any materials of this Section are delivered to the job site, submit complete manufacturer's literature to the Commissioner. Submit plans and schedules showing size and location of each and every access door for Commissioner's acceptance prior to installation.
- 1.7 PRODUCT HANDLING
- A. Protection: Use all means necessary to protect the materials of this Section before, during and after installation and to protect the installed work and materials of all other trades.
 - B. Replacements: In the event of damage, immediately make all repairs and replacements necessary.

PART 2 PRODUCTS

2.1 MATERIALS AND FABRICATION

- A. Provide access door assembly manufactured by Milcor Inc, or equal made by Nystrom Inc., Karp Associates, Inc. or approved equal. Assembly shall be an integral unit complete with all parts and ready for installation.
- B. Fabricate units of continuous welded steel construction. Grind welds smooth and flush with adjacent surfaces. Provide attachment devices and fasteners of the type required to secure access panels to the types of supports shown.
- C. Frames for Masonry and Tile Wall Only (Flush Panel Units)
 1. Fabricate frame from sixteen (16) gauge steel. Provide frame with exposed flange not less than one (1) inch wide around perimeter of frame for the following construction:
 - a. Exposed masonry.
 - b. Tile finish.
 2. For installation in masonry construction, provide frames with adjustable metal masonry anchors.
- D. Frameless Units for Drywall Surfaces (Recessed Panel Units): Provide access doors without exposed frames for drywall adhered to recessed panel.
- E. Panels: Fabricate from fourteen (14) gauge steel, with concealed spring hinges set to open to 175 degrees. Provide removable pin type hinges of the quantity required to support the access panel sizes used in the work. Finish with manufacturer's factory applied baked enamel prime coat applied over phosphate protective coating on steel.

F. Locking Devices

1. For non-rated access doors, provide flush, screwdriver operated cam locks of number required to hold door in flush, smooth plane when closed.
2. For fire rated doors, provide locks as described in paragraph 1.5, B. herein.

- G. Inserts and Anchorage: Furnish inserts and anchoring devices which must be built into masonry for the installation of access panels. Provide setting drawings, templates, instructions, and directions for installation of anchorage devices. Coordinate delivery with other work to avoid delay.

PART 3 EXECUTION

3.1 INSPECTION

- A. Examine the areas and conditions where access doors are to be installed and correct any conditions detrimental to the proper and timely completion of the work. Do not proceed with the work until unsatisfactory conditions are corrected to permit proper installation of the work.

3.2 COORDINATION

- A. Coordinate all work with the mechanical trades to insure proper locations and in a timely manner to permit orderly progress of the total work.
- B. Set frames accurately in position and securely attach to supports with face panels plumb or level in relation to adjacent finish surfaces.
- C. Adjust hardware and panels after installation for proper operation.
- D. Remove and replace panels or frames which are warped, bowed, or otherwise damaged.

END OF SECTION

SECTION 08 42 28

ALL GLASS DOORS

PART 1 GENERAL

1.1 GENERAL REQUIREMENTS

- A. Work of this Section, as shown or specified, shall be in accordance with the requirements of the Contract Documents.

1.2 LEED BUILDING - GENERAL REQUIREMENTS

- A. The City of New York requires the Contractor to implement practices and procedures to meet the project's environmental goals, which include achieving a LEED™ Silver Green Building rating. Specific project goals which may impact this area of work are listed in the applicable paragraphs of this specification section. The Contractor shall ensure that the requirements related to these goals, 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.

1.3 SECTION INCLUDES

- A. Work of this Section includes all labor, materials, equipment and services necessary to complete the all glass doors, as shown on the drawings, and/or specified herein, as needed for a complete and proper installation, including the following:
 - 1. 1/2" thick clear tempered glass doors.
 - 2. 3/4" high solid top and bottom rails, stainless steel.
 - 3. Top center pivot hinge plate, stainless steel.
 - 4. Top plate for mounting of electric lock clad in stainless steel.
 - 5. 1" diameter push-pull bars.
 - 6. Cylinder lock in bottom rail.
 - 7. Recessed floor closer, center pivots, extruded aluminum saddle with removable section at closer.

1.4 QUALITY ASSURANCE

- A. Qualifications of Installers: For actual installation of doors, use only personnel who are thoroughly trained and experienced in installation of the selected products and who are completely familiar with the requirements of this work.

1.5 PERFORMANCE REQUIREMENTS

- A. Provide systems, including anchorage, capable of withstanding loads indicated without structural failure, deflection exceeding specified limit, support components transferring stresses to glazing, and glazing-to-glazing or glazing-to-support contact as determined by structural analysis.
 - 1. Deflection Normal to glazing Plane: Limited to 1/175 of clear span or 3/4" whichever is smaller.

1.6 SUBMITTALS

- A. LEED BUILDING Submittal Requirements: The contractor or subcontractor shall submit the following LEED BUILDING certification items:
 - 1. Material cost breakdowns, submitted in the format of the ENVIRONMENTAL BUILDING MATERIALS CERTIFICATION FORM, per Section 018113 - 1.5.C (Sustainable Design Requirements) of these specifications.
 - 2. Additional information to complete the ENVIRONMENTAL BUILDING MATERIALS CERTIFICATION FORM, as requested by the Commissioner.
 - 3. Letters of Certification, Product Cut Sheets, Material Safety Data Sheets, or other items to support the information provided in the ENVIRONMENTAL BUILDING MATERIALS CERTIFICATION FORM, as requested by the Commissioner.
 - 4. Material Safety Data Sheets, for all applicable products. 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).
 - 5. The LEED BUILDING Submittal information shall be assembled into one package per specification section (or per subcontractor), and sent to the Commissioner for review.
- B. Product Data: For each type of product specified. Include details of construction relative to materials, dimensions of individual components, profiles, and finishes.
- C. Shop Drawings; Show details of fabrication and installation, including the following:
 - 1. Plans, elevations, and sections.
 - 2. Details of fittings.
 - 3. Hardware quantities, locations, and installation requirements.
 - 4. Anchorages and reinforcement.
 - 5. Glazing details.

D. Samples for Verification: Of size indicated below and of same thickness and material indicated for Work. Show the full range of color and texture variations expected.

1. Metal Finishes: 6-inch long sections of patch fittings, rails, and other items.
2. Glass: 6 inches square showing exposed-edge finish.

1.7 PRODUCT HANDLING

- A. Protection: Use all means necessary to protect the materials of this Section before, during and after installation and to protect the installed work and materials of all other trades.
- B. Replacements: In the event of damage, immediately make all repairs and replacements necessary.

1.8 PROJECT CONDITIONS

- A. Field Measurements: Verify opening dimensions of all-glass entrances by field measurements before fabrication and indicate measurements on Shop Drawings.

1.9 WARRANTY

- A. Submit a written warranty executed by the manufacturer agreeing to repair or replace components of all-glass entrances that fail in materials or workmanship within the specified warranty period. Failures include, but are not limited to, the following:
 1. Structural failures.
 2. Deterioration of metals, metal finishes, and other materials beyond normal weathering.
 3. Failure of operating components to function normally.
- B. Warranty Period: 2 years from date of Substantial Completion.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Provide all glass doors manufactured by Blumcraft, Virginia Glass Products Corp., Vistawall or Doralco.

2.2 MATERIALS

- A. Clear Glass: ASTM C 1048, Kind FT (fully tempered), Condition A (uncoated surfaces), Type I (transparent), Class 1 (clear) requirements. Provide products of thickness indicated that have been tested for surface and edge compression according to ASTM C 1048 and for impact strength according to CPSC 16 CFR, Part 1201 for Category II materials.
 1. Thickness: 1/2 inch.

2. Exposed Edges: Flat polished.

3. Corner Edges: Mitered.

B. Stainless-Steel: ASTM A 666, Type 302 or Type 304; No. 4 finish.

2.3 COMPONENTS

A. Fittings: Provide fittings and accessories for all-glass entrances of configurations shown on drawings fabricated of stainless steel, minimum 12 ga.

B. Anchors and Fastenings: Manufacturer's standard concealed anchors and fastening.

C. Weather Stripping: Manufacturer's standard sweep-type weather stripping.

2.4 HARDWARE

A. General: Heavy-duty hardware units indicated in sizes, numbers, and type recommended by manufacturer for all-glass entrances indicated. For exposed parts, match fitting metal and finish.

B. Closers: Center-hung, concealed floor closers complying with ANSI/BHMA A156.4, Grade 1 or Grade 2 requirements, including cases, bottom arms, top pivots, plates and accessories required for a complete installation, and as follows:

1. Swing: Single acting.

2. Hold Open: Selective.

3. Positive Dead Stop: Coordinated with hold-open angle.

4. Delayed-Action Closing: Comply with requirements of authorities having jurisdiction of the Americans with Disabilities Act (ADA), "Accessibility Guidelines for Buildings and Facilities (ADAAG)," whichever are more stringent.

a. Opening Force: 5 lbf.

C. Push-Pull: 1" diameter stainless steel, as shown on drawings.

D. Lockset: Bottom rail dead bolt, dead bolt operated by key outside and inside engaging cutout in threshold or floor plate.

1. Lock cylinder furnished by Section 087100.

E. Make provisions for and coordinate with installation requirements for electro/magnetic lock and door release at door head as specified in Section 087100.

F. Threshold: Manufacturer's standard threshold with cutouts coordinated for operating hardware, with anchors and jamb clips. not more than 1/2 inch high with beveled edges providing a floor-level change with a slope of not more than 1:2, and fabricated of stainless steel.

2.5 FABRICATION

- A. General: Fabricate all-glass entrance components in sizes, profiles, and configurations indicated.
 - 1. Provide holes and cutouts in glass to receive hardware, fittings, rails, and accessories before tempering glass. Do not cut, drill, or make other alterations to glass after tempering.
 - 2. Fully temper glass using horizontal roller hearth process.
 - 3. Factory assemble components and factory install hardware to greatest extent possible.

PART 3 EXECUTION

3.1 INSPECTION

- A. Examine the areas and conditions where all glass doors are to be installed and correct any conditions detrimental to the proper and timely completion of the work. Do not proceed with the work until unsatisfactory conditions are corrected to permit proper installation of the work.

3.2 INSTALLATION

- A. Install all-glass entrances and associated components according to manufacturer's written instructions; coordinate installation with structural glass wall fabricator.
- B. Set units level and plumb.
- C. Maintain uniform clearances between adjacent components.
- D. Lubricate hardware and other moving parts according to manufacturer's written instructions.
- E. Set, seal, and grout floor closer cases as required by hardware and substrate.

3.3 ADJUSTING AND CLEANING

- A. Adjust doors and hardware to provide tight fit at contact points and weather stripping, smooth operation, and weathertight closure.

3.4 PROTECTION

- A. Provide final protection and maintain conditions, in a manner acceptable to manufacturer that ensure all-glass entrances are without damage or deterioration.

END OF SECTION

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SECTION 08 43 13

ALUMINUM ENTRANCES AND STOREFRONTS

PART 1 GENERAL

1.1 GENERAL REQUIREMENTS

- A. Work of this Section, as shown or specified, shall be in accordance with the requirements of the Contract Documents.

1.2 LEED BUILDING - GENERAL REQUIREMENTS

- A. The City of New York requires the Contractor to implement practices and procedures to meet the project's environmental goals, which include achieving a LEED™ Silver Green Building rating. Specific project goals which may impact this area of work are listed in the applicable paragraphs of this specification section. The Contractor shall ensure that the requirements related to these goals, 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.

1.3 SECTION INCLUDES

- A. Work of this Section includes all labor, materials, equipment and services necessary to complete the aluminum entrances and storefronts as indicated on the drawings and/or specified herein including the following:
 - 1. Exterior entrance systems.
 - 2. Exterior storefront systems.

1.4 RELATED SECTIONS

- A. Sealants - Section 079200.
- B. Aluminum windows - Section 085113.
- C. Finish hardware - Section 087100.
- D. Glass and glazing - Section 088000.

1.5 SUBMITTALS

- A. LEED BUILDING Submittal Requirements: The contractor or subcontractor shall submit the following LEED BUILDING certification items:



1. Material cost breakdowns, submitted in the format of the ENVIRONMENTAL BUILDING MATERIALS CERTIFICATION FORM, per Section 018113 - 1.5.C (Sustainable Design Requirements) of these specifications.
 2. Additional information to complete the ENVIRONMENTAL BUILDING MATERIALS CERTIFICATION FORM, as requested by the Commissioner.
 3. Letters of Certification, Product Cut Sheets, Material Safety Data Sheets, or other items to support the information provided in the ENVIRONMENTAL BUILDING MATERIALS CERTIFICATION FORM, as requested by the Commissioner.
 4. Material Safety Data Sheets, for all applicable products. 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).
 5. The LEED BUILDING Submittal information shall be assembled into one package per specification section (or per subcontractor), and sent to the Commissioner for review.
- B. Product Data: Submit manufacturer's printed product data, specifications, standard details, installation instructions, use limitations and recommendations for each material used. Provide certifications that materials and systems comply with specified requirements.
- C. Shop Drawings: Provide large scale shop drawings for fabrication, installation and erection of all parts of work. Provide plans, elevations, and details of anchorages, connections and accessory items. Provide installation templates for work installed by others. Show interfaces and relationships to work of other trades.
- D. Field Measurements: Take necessary field measurements before preparation of shop drawings and fabrication. Do not delay progress of job. If field measurements are not possible prior to fabrication, allow for field cutting and fitting.
- E. Initial Selection Samples: Submit samples showing complete range of colors, textures, and finishes available for each material used.
- F. Verification Samples: Submit representative samples of each material that is to be exposed in completed work. Show full color ranges and finish variations expected. Provide samples having minimum size of 144 sq. in.
- G. Calculations: Provide professionally prepared calculations and certification of performance of this work. Indicate how design requirements for loading and other performance criteria have been satisfied; refer to Article 1.7 for further description.
- H. Test Reports: Provide certified test reports for specified tests.



1.6 QUALITY ASSURANCE

- A. Source: For each material type required for work of this Section, provide primary materials which are products of one manufacturer. Provide secondary or accessory materials which are acceptable to manufacturers of primary materials.
- B. The contractor or subcontractor performing the work of this Section must, within the last five (5) consecutive years prior to the bid opening, have successfully completed in a timely fashion at least three (3) projects similar in scope and type to the required work.
- C. The manufacturer providing the material or equipment specified in this section must, for the past five (5) years, have been regularly engaged in the manufacture of material or equipment similar in type to that required for this Project. Such similar material or equipment provided by the manufacturer must have been in satisfactory service for not less than five (5) years.
- D. Engineering Criteria: Drawings indicate sizes, member spacings, profiles, and dimensional requirements of work of this Section. Minor deviations will be accepted in order to utilize manufacturer's standard products when, in the Commissioner's sole judgment, such deviations do not materially detract from the design concept or intended performances.
- E. Engineering: Provide services of a Professional Engineer, registered in the jurisdiction in which the Project will be built, to design and certify that work of this Section meets or exceeds performance requirements specified.

1.7 TESTS AND PERFORMANCE REQUIREMENTS

- A. Manufacturer's Standard Tests: Provide manufacturer's standard test data showing compliance with specified requirements.
- B. Testing and performance data applies to exterior assemblies.
- C. Test Sequence: Test sequence is optional, except that air infiltration tests shall precede water resistance tests.
- D. Air Infiltration Test: Test unit in accordance with ASTM E 283, as follows:
 - 1. Static Air Pressure Difference: 6.24 psf for fixed storefront units, and 1.567 psf for doors.
 - 2. Performance: Maximum air leakage shall not exceed the following:
 - a. Fixed Storefront Units: 0.06 cfm per sq. ft. of window area.
 - b. Door Units: 0.50 cfm per sq. ft. of single doors, 1.00 cfm per sq. ft. for doors hinged in pairs.
- E. Water Leakage Test: Test fixed framing system in accordance with ASTM E 331.
 - 1. Test Pressure: 6.24 psf.



2. Performance: No leakage as defined in test method at specified test pressure.
- F. Uniform Load Deflection Test: Test units in accordance with ASTM E 330, at following static air pressure difference (Design Wind Pressure), or loads prescribed by code for this project site, whichever is greater. Apply pressure first to exterior side (positive) and then interior side (negative).
 1. Design Wind Pressure: 30 pounds per square foot minimum.
 2. Test Procedure: Procedure A as specified in ASTM E 330.
 3. Performance: Deflection in each member measured at locations of greatest deflection shall not exceed $L/175$ at specified Design Wind Pressure.
- G. Uniform Load Structural Test: Test units in accordance with ASTM E 330 at following static air pressure difference. Apply high pressure load first on one side and then on other side. At conclusion of test there shall be no glass breakage, permanent damage to fasteners, hardware parts, support arms or activating mechanisms.
 1. Static Air Pressure: Minimum 1.5 times the Design Wind Pressure.
 2. Permanent Deformation in Any Member: Not to exceed 0.2% of member span.
- H. Condensation Resistant Factor: Not less than 45 for fixed storefront units, and not less than 48 for doors; per AAMA 1502.7.
- I. Thermal Movement: Provide storefront systems that allow for expansion and contraction of members throughout an ambient temperature range of 120°F.
- J. Seismic Loads: Provide entrance and storefront systems, including anchorage, capable of withstanding the effects of earthquake motions calculated according to requirements of authorities having jurisdiction or ASCE 7, "Minimum Design Loads for Buildings and Other Structures", Section 9, "Earthquake Loads", whichever are more stringent.

1.8 DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials and products in unopened, factory labeled packages. Store and handle in strict compliance with manufacturer's instructions and recommendations. Store under cover and protect from weather damage.
- B. Sequence deliveries to avoid delays, but minimize on-site storage.

1.9 WARRANTIES

- A. Provide written warranty, signed by manufacturer, agreeing to repair or replace work that exhibits defects in materials or workmanship. "Defects" is defined to include, but not limited to, leakage of water, abnormal aging or deterioration, abnormal deterioration or fading of finishes, and failure to perform as required. Include requirement for removal and replacement of covering and connected adjacent work.



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1. Warranty Period: Three (3) years from date of Substantial Completion; except finish shall be warranted for a period of fifteen (15) years from date of Substantial Completion.

PART 2 PRODUCTS

2.1 ACCEPTABLE MANUFACTURERS/PRODUCTS

- A. Provide storefronts and entrance systems of one of the following manufacturers that meet or exceed requirements of these specifications:

1. Kawneer Company, Inc.
2. Wausau Metals Corporation.
3. EFCO.
4. Vistawall.
5. YKK AP America.

- B. Products:

1. Exterior frame system shall be equal to Series 451T, manufactured by Kawneer Company, Inc.; or approved equal manufacturer listed above.
2. Doors for exterior application shall be "Narrow Stile 190" manufactured by the Kawneer Co. Inc. or approved equal manufacturer listed above.
 - a. Where flush panel doors indicated, panels flush aluminum panel doors Flushline.

2.2 MATERIALS AND ACCESSORIES

- A. Aluminum Members: Provide 6063-T5 alloy and temper as recommended by manufacturer for strength, corrosion resistance, and application of required finish. Comply with ASTM B 221 for extrusions, and ASTM B 209 for sheet/plate. Provide 0.125 in. thick extrusions for door stiles and storefront framing. Provide 0.050 in. thick aluminum for glazing moldings.
 1. Structural aluminum shapes shall conform to ASTM B 308.
- B. Fasteners: Provide non-magnetic stainless steel fasteners, warranted by manufacturer to be non-corrosive and compatible with aluminum components.
- C. Concealed Flashing: Dead-soft stainless steel, 26 gage minimum, or extruded aluminum 0.062 in. minimum, of an alloy and type selected by manufacturer for compatibility with other components.



- D. Brackets and Reinforcements: Non-magnetic stainless steel or hot-dip galvanized steel complying with ASTM A 386.
- E. Concrete/Masonry Inserts: Cast-iron, malleable iron, or hot-dip galvanized steel complying with ASTM A 386.
- F. Bituminous Coatings: Cold-applied asphalt mastic compounded for 30-mil thickness per coat.
- G. Compression Weatherstripping: Manufacturer's standard replaceable stripping of molded neoprene or PVC gaskets complying with ASTM D 2287.
- H. Sliding Weatherstripping: Manufacturer's standard replaceable stripping of wool, polypropylene, or nylon woven pile, with nylon fabric or aluminum strip backing.

2.3 HARDWARE

- A. Provide hardware units as indicated, scheduled, or required for operation of each door. Refer to Section 087100, Finish Hardware for hardware description.

2.4 FABRICATION

- A. Sizes and Profiles: Required sizes for door and frame units, including profile requirements, are indicated on Drawings. Any variable dimensions are indicated, together with maximum and minimum dimensions required to achieve design requirements and coordination with other work.
- B. Prefabrication: To greatest extent possible, complete fabrication, assembly, finishing, hardware application, and other work before shipment to project site. Disassemble components only as necessary for shipment and installation.
 - 1. Preglaze door and frame units to greatest extent possible, in coordination with installation and hardware requirements.
 - 2. Do not drill and tap for surface-mounted hardware items until time of installation at project site.
 - 3. Perform fabrication operations, including cutting, fitting, forming, drilling and grinding of metal work in manner which prevents damage to exposed finish surfaces. For hardware, perform these operations prior to application of finishes.
- C. Welding: Comply with recommendations of American Welding Society to avoid discoloration; grind exposed welds smooth and restore mechanical finish.
- D. Reinforcing: Install reinforcing as necessary for performance requirements; separate dissimilar metals with bituminous paint or other separator to prevent corrosion.
- E. Continuity: Maintain accurate relation of planes and angles, with hairline fit of contacting members.
- F. Fasteners: Conceal fasteners.



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- G. Provide EPDM/vinyl blade gasket weatherstripping in bottom exterior door rail, adjustable for contact with threshold.
- H. Provisions shall be made in the framing for minimum edge clearance, nominal edge cover, and nominal pocket width for the thickness and type of glazing installed, and shall be in accordance with the FGMA Glazing Manual.
- I. Pocket glazed framing shall provide:

	<u>Ins. Glass</u>
1. Nominal edge cover (or bite) framing only	1/2"
2. Min. nominal edge clearance	1/4"
3. Min. face clearance	5/32"

2.5 STOREFRONT FRAMING

- A. General: Provide inside-outside matched resilient flush glazed system with provisions for glass replacement. Shop fabricate and preassemble frame components where possible.
- B. Thermal-Break Construction: Fabricate exterior aluminum storefront framing system with integrally concealed, low conductance thermal barrier, located between exterior materials and exposed interior members, in manner which eliminates direct metal-to-metal contact. Provide manufacturer's standard construction which has been in use for similar projects for at least three years.
- C. For glass and glazing, refer to Section 088000.

2.6 ALUMINUM DOORS

- A. Aluminum entrance doors shall be narrow stile factory-glazed aluminum doors, manufactured by same manufacturer as storefront framing.
- B. Aluminum entrance doors shall be stile and rail type swing doors. Aluminum shall be extruded aluminum conforming to ASTM B 221, 0.125 in. thick for door stiles and 0.050 in. thick for glazing molding.
 - 1. Sections shall be of sizes and profiles indicated; shall present straight, sharply defined lines and arrises; and shall be free from defects impairing strength, durability, and appearance.
 - 2. Fasteners where exposed shall be aluminum stainless steel or plated steel conforming to ASTM A 164.
- C. Each door shall be factory glazed set in neoprene glazing gasket, refer to Section 088000 for glass.



- D. Doors shall meet the following resistance to corner racking when tested by the Dual Moment Load Test.
1. Test section shall consist of a standard top door corner assembly. Side rail section shall be 24" long and top rail section shall be 12" long.
 2. Anchor "top rail" positively to test bench so that corner protrudes 3" beyond bench edge.
 3. Anchor a lever arm positively to "side rail" at a point 19" from inside edge of "top rail". Attach weight support pad at a point 19" from inner edge of "side rail".
 4. Test section shall withstand a load of 235 lbs. On the lever arm before reaching the point of failure, which shall be considered a rotation of the lever arm in excess of 45 deg.
- E. Air Infiltration: (Applies only to single acting offset pivot or butt hung entrances).
1. Air infiltration shall be tested in accordance with ASTM E 283, at a pressure differential of 1.567 psf. A single 3'-0" x 7'-0" entrance door and frame shall not exceed .50 cfm per linear foot of perimeter crack. A pair of 6'-0" x 7'-0" entrance doors and frame shall not exceed 1.0 cfm per linear foot of perimeter crack.
- F. For door hardware, refer to Section 087100.
- G. Door bottom rail of exterior doors shall have an EPDM blade gasket sweep strip applied with concealed fasteners.
- H. Corner construction shall consist of mechanical clip fastening, SIGMA deep penetration and fillet welds. Glazing stops shall be hook-in type with EPDM glazing gaskets.
- I. The door weatherstripping on a single acting offset pivot or butt hung exterior door and frame (single or pairs) shall be thermoplastic elastomer weathering on a tubular shape with a semi-rigid polymeric backing.
- J. The door weatherstripping on a double acting, center pivoted door and frame (single or pairs) shall be pile cloth. The door bottom rail shall be weathered with an EPDM blade gasket sweep strip applied with concealed fasteners.
- K. The meeting stiles on pairs of doors shall be equipped with an adjustable astragal.

2.7 FINISH

- A. High-Performance Organic Finish: AA-C12C40R1x (Chemical Finish: cleaned with inhibited chemicals; Chemical Finish: conversion coating; Organic Coating: as specified below). Prepare, pretreat, and apply coating to exposed metal surfaces to comply with coating and resin manufacturer's written instructions.
1. Fluoropolymer Two-Coat System: Manufacturer's standard two-coat, thermocured system consisting of specially formulated inhibitive primer and fluoropolymer



color topcoat containing not less than 70 percent polyvinylidene fluoride resin by weight; complying with AAMA 2605.

2. Custom color and glass as selected by the Commissioner.

PART 3 EXECUTION

3.1 INSPECTION

- A. Examine the areas and conditions where aluminum entrances and storefronts are to be installed and correct any conditions detrimental to the proper and timely completion of the work. Do not proceed with the work until unsatisfactory conditions are corrected to permit proper installation of the work.

3.2 INSTALLATION

- A. Install aluminum entrance doors and storefront framing in openings prepared under other Sections plumb, square, level, in exact alignment with surrounding work, with proper clearances, and securely and positively anchored to building structure, to meet performance requirements specified herein, in accordance with manufacturer's published instructions and approved submittals.
- B. Use only skilled mechanics for erection, under supervision of manufacturer's representative.
- C. Provide protection against galvanic action. Isolate dissimilar materials with bituminous coating or non-absorptive dielectric tape.
- D. Install aluminum entrance doors, storefront frame, and finish hardware. Carefully fit and adjust doors and hardware to frames and weatherstripping. After erection check and adjust operating hardware for smooth and proper operation.
- E. Set continuous sill members and flashing in a full sealant bed to provide weathertight construction, unless otherwise indicated. Comply with requirements of Section 079200.
- F. Erection Tolerances: Install entrance and storefront systems to comply with the following maximum tolerances.
 1. Variation from Plane: Limit variation from plane or location shown to 1/8" in 12'; 1/4" over total length.
 2. Alignment: Where surfaces abut in line, limit offset from true alignment to 1/16". Where surfaces meet at corners, limit offset from true alignment to 1/32".
 3. Diagonal Measurements: Limit difference between diagonal measurements to 1/8".



3.3 FIELD QUALITY CONTROL

- A. Testing Agency: Contractor shall engage a qualified independent testing agency to perform testing indicated for storefronts.
- B. Test fixed frames for water infiltration per AAMA 501.2; latest edition. Test within the first 10% of work complete, area to be a minimum of 100 SF of wall and including a perimeter where frames adjoins adjacent construction. Interior finishes must not interfere with observation of test area or be removed from test area. Not appropriate for operable doors.
 - 1. This test (AAMA 501.2) shall be performed infield on new construction.
- C. Repair or remove Work that does not meet requirements or that is damaged by testing; replace to conform to specified requirements.

3.4 PROTECTION AND CLEANING OF ALUMINUM

- A. Protect finished metal surfaces from damage during fabrication, shipping, storage, and erection, and from then until acceptance by City of New York.
- B. Clean metal surfaces promptly after installation, exercising care to avoid damage. Remove excess sealant, dirt, and other substances. Lubricate hardware and other moving parts.

3.5 PROTECTION AND CLEANING OF GLASS

- A. Replace glass that is broken, cracked or chipped prior to time of final acceptance of Project by City of New York.
- B. Clean glass surfaces promptly after installation, exercising care to avoid damage to same.

END OF SECTION

SECTION 08 51 13

ALUMINUM WINDOWS

PART 1 GENERAL

1.1 GENERAL REQUIREMENTS

- A. Work of this Section, as shown or specified, shall be in accordance with the requirements of the Contract Documents.

1.2 LEED BUILDING - GENERAL REQUIREMENTS

- A. The City of New York requires the Contractor to implement practices and procedures to meet the project's environmental goals, which include achieving a LEED™ Silver Green Building rating. Specific project goals which may impact this area of work are listed in the applicable paragraphs of this specification section. The Contractor shall ensure that the requirements related to these goals, 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.

1.3 SECTION INCLUDES

- A. Work of this Section includes all labor, materials, equipment, and services necessary to complete the aluminum windows as shown on the drawings and/or specified herein, including, but not limited to, the following:
 - 1. Aluminum windows.
 - 2. Miscellaneous insulation at window frames.
 - 3. Anchors, hardware and accessories including trim pieces and panning.

1.4 RELATED SECTIONS

- A. Unit masonry - Section 042000.
- B. Caulking and sealing - Section 079200.
- C. Glass and glazing - Section 088000.

1.5 PERFORMANCE REQUIREMENTS

- A. Windows shall conform to the "Voluntary Specification for Aluminum Prime Windows & Sliding Glass Doors" as published by ANSI/AAMA 101/I.S.2-97 unless more stringent requirements are specified. Windows shall conform to minimum standards of AW75 for double hung windows and AW60 for projected, casement and fixed windows.

- B. Performance and Testing: Except as otherwise indicated, comply with air infiltration tests, water resistance tests and applicable load tests specified in ANSI/AAMA 101/I.S.2-97 for type and classification of window units required in each case.
1. Testing: Where manufacturer's standard window units comply with requirements and have been tested in accordance with specified tests, provide certification by manufacturer to the Commissioner and City of New York showing compliance with such tests; otherwise, perform required tests through an AAMA-accredited testing laboratory or agency, and provide certified test results to the Commissioner and City of New York.
 2. Test reports shall be not more than four years old.
 3. Sample submitted for tests shall be manufacturer's standard construction and whose overall dimensions shall be at least the lay-out size window and window/door unit required for this Project. Sequence of test shall be optional between manufacturer and the testing laboratory except that in all cases, air infiltration test shall be performed before water resistance test. Sash in sample shall contain the approximate configuration as that of windows to be tested.
 4. To evaluate testing and measure product performance, testing shall be conducted on manufacturer's standard product glazed with type of glazing material specified herein.
- C. A thermal transmittance test and a condensation resistance test shall be conducted according to AAMA 1503-04, "Voluntary Test Method for Thermal Transmittance and Condensation Resistance of Windows, Doors and Glazed Wall Sections." Standard test conditions as specified in Section 9.1 of the 1503.1-04 shall be used. Windows shall meet the following minimum criteria:
1. Condensation Resistance Test (CRF)
 - a. With window sash and ventilators closed and locked, test unit in accordance with AAMA 1502.7.
 - b. Condensation Resistance Factor (CRF) shall be not less than 50.0 for glass and 55.0 for frame.
 2. Thermal Transmittance Test (Conductive U-Value)
 - a. With window sash and ventilators closed and locked, test unit in accordance with AAMA 1503.0.
 - b. Conductive thermal transmittance (U-value) shall be not more than 0.60 BTU/hr/sf/deg. F.
- D. Manufacturers shall have been engaged in the manufacture of aluminum windows of grades specified for not less than 3 years.
- E. Provide anchorage of window to building substrate to withstand pressure or suction winds loads per requirements of the Building Code but not less than 30 psf.

- F. Life Cycle Testing: When tested in accordance with AAMA 910-93, there is to be no damage to fasteners, hardware parts, support arms, activating mechanisms or any other damage which would cause the window to be inoperable at the conclusion of testing. Air infiltration and water resistance tests shall not exceed the primary performance requirements specified.
- G. Fabricate and install window to allow for thermal movement of materials when subject to a temperature differential from -30 deg. F. to +180 deg. F. without damage of any finish.
- H. Take field measurements of existing openings prior to submitting shop drawings and show same on shop drawings for each opening. Note that the Contract Drawings show general locations and sizes of windows, but the Contractor shall remain responsible for all field measurements, quantities, etc.

1.6 SUBMITTALS

- A. LEED BUILDING Submittal Requirements: The contractor or subcontractor shall submit the following LEED BUILDING certification items:
 - 1. Material cost breakdowns, submitted in the format of the ENVIRONMENTAL BUILDING MATERIALS CERTIFICATION FORM, per Section 018113 - 1.5.C (Sustainable Design Requirements) of these specifications.
 - 2. Additional information to complete the ENVIRONMENTAL BUILDING MATERIALS CERTIFICATION FORM, as requested by the Commissioner.
 - 3. Letters of Certification, Product Cut Sheets, Material Safety Data Sheets, or other items to support the information provided in the ENVIRONMENTAL BUILDING MATERIALS CERTIFICATION FORM, as requested by the Commissioner.
 - 4. Material Safety Data Sheets, for all applicable products. 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).
 - 5. The LEED BUILDING Submittal information shall be assembled into one package per specification section (or per subcontractor), and sent to the Commissioner for review.
- B. Shop Drawings
 - 1. Shop drawings shall show in detail and fully indicate the location and the quantities of all the work, the kind, finish, size, section of each unit, overall and detail dimensions, factory and field joint locations, arrangements and details, location and detail of each piece of anchorage, flashings, supporting construction provisions for the work of others.

2. Shop drawings shall show all surrounding conditions on elevations and details, including steel, concrete, masonry, lintels, block, and anchorage; all correctly dimensioned.
 3. Shop drawings of building elevations shall be at scale of 1/8" = 1'-0", or larger. Other shop drawings shall be at a scale that is normal to trade, or larger if required by Commissioner.
 4. Contract drawings may not be used (reproduced, enlarged, reduced, etc.) by Subcontractor for shop drawings.
 5. Shop drawings also shall fully demonstrate all requirements respecting the manufacture, finishing, handling, storage, carting sequence and erection of all materials specified herein.
 6. Show joinery techniques, provision for horizontal and vertical expansion, drainage and weep systems, glass and metal thicknesses and framing member profiles.
 7. Identify all materials, including metal alloys, glass types, fasteners, and glazing materials. Identify all shop and field sealants by product name and locate on drawings. Glazing details shall be at full size scale.
 8. Show dimensioned position of glass edge relative to metal rabbet.
 9. Shop drawings shall show attachments of window assemblies to adjoining construction and location of all work; kind, finish and size of frames, overall and detail dimensions, location and detail of each anchorage; supporting and adjoining construction; provision for the work of other trades; and all other required information.
 10. Contractor shall verify all measurements of existing window openings in the field before commencing fabrication.
 11. Any proposed deviations from work shown on the Contract drawings shall be indicated and so identified on shop drawings for Commissioner's review.
- C. Samples
1. Submit 12" long sample of extrusion with specified finish.
 2. Full size corner section of all types of aluminum frame, showing construction, glass and finishing - 12" x 12".
 3. All fasteners, straps, hardware, locks and keys, sealant, etc.
- D. Submit certified test results as required herein.
- E. Guarantees as noted in 1.9.
- F. Window manufacturer and Contractor for work of this section must each submit references of prior projects similar in size, scope and window type.

1.7 DELIVERY, STORAGE AND HANDLING

A. Protection

1. Materials shall be packed, loaded, shipped, unloaded, stored and protected in a manner which will avoid abuse, damage and defacement in accordance with the recommendations contained in the AAMA Aluminum Curtain Wall Manual #10 entitled "Care and Handling of Architectural Aluminum From Shop to Site."
2. Remove all paper type wrappings and interleavings that are wet or which could become wet when unloading materials.
3. Store inside structure in space designated by City of New York.
4. Stack vertically or on edge so that water cannot accumulate on or within materials using wood or plastic shims between components to provide water drainage and air circulation.
5. Cover materials with tarpaulins or plastic hung on frames to provide air circulation and prevent contaminants from contacting aluminum.
6. Keep water away from stored assemblies.
7. The Contractor shall be responsible for taking the steps necessary to protect the materials from careless handling of tools, weld splatter, acids, roofing tar, solvents, abrasive cleaners, and other items that could damage window components and finish.

1.8 MANUFACTURER'S REPRESENTATIVE

- A. Contractor shall require representative of manufacturer of the windows to provide field instructions and supervision of the installation of the windows.
- B. Contractor shall require the manufacturer's representative to make sure that the subcontractor's workmen are fully instructed and trained in the handling and application of all the materials, and shall see that all the materials are correctly installed.
- C. Upon completion of the installation, the Contractor shall submit to the Commissioner in written form certification that the representative of the manufacturer of the windows has supervised the work of this Section and that all windows are correctly installed.

1.9 WARRANTY AND GUARANTEE

- A. Aluminum Windows and Related Materials: Ten (10) year warranty on materials and one (1) year warranty on workmanship, including finish on aluminum and on glass and glazing.

PART 2 PRODUCTS

2.1 WINDOWS

A. Aluminum windows shall be the following models made by Wausau, or equal made by EFCO or Kawneer.

1. Double Hung Windows: Series 3150.
2. Projected, Casement and Fixed Windows: Series 2250 Epic.

2.2 DOUBLE HUNG WINDOWS

A. Aluminum Members: Extruded aluminum prime billet 6063-T5 or T6 alloy, aluminum sheet 5005 H32 (anodic) or 3003 H14.

B. Materials: Principal window frame and sash members will be a minimum 0.082" thickness except at frame sill. Principal window frame sill webs will be a minimum 0.094".

C. Fabrication

1. Minimum frame depth, front to back, shall be 4-1/2". Sills will be sloped. Sill must allow for drainage to the exterior and function under both negative and positive pressure.
2. Sash must be removable to interior for cleaning or maintenance. Sash members must hollow tubular.
3. Frames to be designed for self-mulling (stacking).

D. Hardware

1. All steel components 300 Series stainless steel (SS).
2. All aluminum components 8083-T5 or T6.
3. Tilt release to be reinforced nylon, aluminum or stainless steel.
4. Custodial key to be removable in locked position only.
5. Locking handles, cases, and strikes aluminum, die cast zinc or stainless steel
6. Tamper resistant limit stops determined by the Commissioner.
7. Balances: Aluminum double block and tackle balances.

E. Sealants

1. Non-Working Joints: Sealant shall comply with AAMA 800.
2. Window components sealant shall be suitable for application specified and as tested and approved by window manufacturer.

F. Glass and Glazing: Shop glaze; see Section 088000 for glass description.

G. Fabrication

1. General

- a. Finish, fabricate and shop assemble frame and sash members into complete windows under the responsibility of one manufacturer.
- b. No bolts, screws or fastenings to bridge thermal barrier or impair independent frame movement.

2. Frames

- a. Square cut, precision machined and mechanically fastened with stainless steel fasteners.
- b. Balance shoes must be positively retained by frame legs.
- c. Joinery will be sealed weather-tight with a free flowing small joint compound cut compressible gasket.

3. Main Ventilator and Access Ventilator

- a. Miter all corners and mechanically stake over solid aluminum corner block minimum 3/16" thick, set and sealed in epoxy, leaving hairline joinery, then sealed weather-tight.
- b. Horizontal sash members to be provided with recessed pull beads for ease of operation.

4. Hardware

- a. Balances
 - 1). Provide a positive lifting force through the full range of sash travel.
 - 2). Holds the sash stationery at any open position.
 - 3). Block and tackle type standard.
 - 4). The balance shoe mechanism to prevent sash movement while in the tilted position.
- b. Locks: Die cast zinc sweep lock; one per meeting rail.
- c. Limit Stops: Must be located in the frame jambs.

5. Thermal Break Construction

- a. Frame and sash members shall be thermally broken using concealed low conductance poured-in-place polyurethane into a pretreated cavity in the manufacturer's facility.
- b. After proper curing, the aluminum bridge section must be removed to provide a nominal 1/4" separation between exterior and interior metal surfaces.
- c. Quality assurance records must be maintained and available as requested.
- d. Black extruded PVC shall shield any member exposed to both interior and exterior.

6. Weatherstripping

- a. Silicoated woven pile with Mylar side or center fins.
- b. Sash head, jambs, meeting rail and silt must be double weatherstripped.
- c. Sash shall be designed to accept equal weatherstrip thickness at all locations for ease of replacement.

2.3 PROJECTED, FIXED AND CASEMENT WINDOWS

A. Aluminum Windows and Components

1. Extruded aluminum prime billet 6063TS, aluminum sheet 5005 H32 (anodic) or 3003 H14
2. Minimum principal window member wall thickness 1/8".
3. Minimum frame and vent depth, front to back, shall be 2-1/2". Vent to be flush with frame.
4. Maximum exposed metal sightlines of main frame members shall be 2" at all members except 3" at horizontal intermediate between fixed and operable areas.
5. Glass plane shall be recessed 1" from exterior plane of window members. Framing members shall possess a sloped profile duplicating an existing exterior putty glazed steel window profile.
6. There shall be no change in exterior sightlines between fixed and operable units including spandrel areas.
7. Vent sections must be tubes.

B. Hardware - General

1. All steel components 300 Series stainless steel (SS) (except roto-operator arms) i.e. - keepers, fasteners, hold open arms, tracks, etc.
2. All aluminum components 6063-T5 (T6) or 6105-T6.
3. Locking handles and cases, white bronze.
4. Hardware members bridging frame or vent thermal barrier to be nylon or suitable low conductivity, non-metallic material.

C. Thermal-Break, Frame and Vent: Factory poured in place polyurethane into prefinished cavity in manufacturer's plant providing minimum 3/8" separation.

D. Weatherstripping: Extruded sponge neoprene meeting ASTM C509.

E. Glass and Glazing: Shop glaze, see Section 088000 for material description.

F. Fabrication

1. General

- a. Finish, fabricate and shop assemble frame and sash members into complete windows under responsibility of one manufacturer.
- b. No bolts, screws or fastenings to bridge thermal barriers or impair independent frame movement.

2. Casement Ventilator: Miter all corners and mechanically stake over solid aluminum, corner block minimum 1/4" thick, set and sealed in epoxy leaving hairline joinery, then seal weathertight. Joinery methods must not discolor finish or be unsightly.

3. Main Frame Members: Miter all corners and continuously weld along unexposed surfaces so as not to affect the structural or thermal integrity of the thermal barrier, then seal weathertight.

4. Weatherstripping

- a. Two rows (both inner and outer overlap contacts) of extruded neoprene meeting ASTM C 509 in extruded races about perimeter of operating sash.
- b. Securely stake and join at corners.

5. Glass Drainage: Provision shall be made to insure that water will not accumulate and remain in contact with the perimeter areas of sealed insulating glass.

6. Hardware

a. Hinges

- 1). Each operating sash shall be provided with a minimum of two extruded aluminum, three knuckle hinges with stainless steel pins. Windows over 4'-4" in height shall be provided with an intermediate hinge.
- 2). The hinge shall be attached to both the frame and sash with concealed fasteners. The hinge shall be furnished to match the window.

b. Locks

- 1). Each operating sash shall be provided with a minimum of one die cast locking handle up to a ventilator height of 4'-0" and two locking handles on vents over 4'-0" high.
- 2). All locking hardware shall be provided with a stainless steel strike backed up with an extruded aluminum leg a minimum of .125" in thickness. Locking directly against aluminum, will not be accepted.

c. Riser Blocks: Each operating vent shall be equipped with a nylon riser block at the sill.

2.4 FINISH OF ALUMINUM

- A. High-Performance Organic Finish: AA-C12C40R1x (Chemical Finish: Cleaned with inhibited chemicals; Chemical Finish: conversion coating; Organic Coating: As specified below). Prepare, pretreat, and apply coating to exposed metal surfaces to comply with coating and resin manufacturer's written instructions.
 - 1. Fluoropolymer Three-Coat System: Manufacturer's standard three-coat, thermo-cured system consisting of specially formulated inhibitive primer and fluoropolymer color intermediate coat containing not less than 70 percent polyvinylidene fluoride resin by weight and clear topcoat; complying with AAMA 2605.
 - 2. Custom color and gloss as selected by the Commissioner.

PART 3 EXECUTION

3.1 INSPECTION AND REMOVALS

- A. Examine surfaces and conditions where aluminum windows are to be installed and correct any conditions detrimental to the proper and timely completion of the work. Do not proceed with the work until unsatisfactory conditions are corrected to permit proper installation of the work.
- B. Verify dimensions taken at the job site affecting the work. Bring field dimensions which are at variance to the attention of the Commissioner. Obtain decision regarding corrective measures before the start of installation.

3.2 INSTALLATION

- A. Use only skilled tradesman with work done in accordance with approved Shop Drawings and specifications.
- B. Plumb and align window faces in a single plane for each wall plane and erect windows and materials square and true adequately anchored to maintain positions permanently when subjected to normal thermal and building movement and specified wind loads.
- C. Adjust windows for proper operation after installation.
- D. Furnish and apply sealants to provide a weathertight installation at all metal-to-metal joints and intersections of frames and at opening perimeters. Wipe off excess material and leave all exposed surfaces and joints clean and smooth.
- E. Aluminum shall be insulated from direct contact with steel, masonry, concrete, or non-compatible materials by bituminous paint, zinc chromate primer, or other suitable insulation material.
- F. Blanket insulation shall be installed behind aluminum covers, panning and trim to insure thermally insulated seal.

3.3 ADJUSTING AND CLEANING

- A. After completion of window installation, windows shall be inspected, adjusted, put into working order and left clean, free of labels, etc.
- B. Glass that is broken, damaged, cracked, or permanently stained shall be replaced.
- C. Final cleaning of finish shall be in accordance with AAMA 610.1.

END OF SECTION

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SECTION 087100

DOOR HARDWARE

PART 1 -GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes:

1. Mechanical (and electrified) door hardware for the following:

- a. Swinging doors.
- b. Sliding doors.
- c. Gates.

2. Field verification, preparation and modification of existing doors and frames to receive new door hardware.
3. Lead-lining door hardware items required for radiation protection at door openings.

- B. Exclusions: Hardware for the following is not provided under the scope of this section, unless specifically listed in the hardware sets:

1. Windows
2. Cabinets (casework), including locks in cabinets
3. Signage
4. Toilet accessories
5. Overhead doors

C. Related Sections:

1. Division 07 Section "Joint Sealants" for sealant requirements applicable to threshold installation under the work of this section.
2. Division 09 Sections for touchup finishing or refinishing of existing openings modified by the work of this section.
3. Division 26 Sections for connections to electrical power system and for low-voltage wiring work.
4. Division 28 Sections for coordination with other components of other components of electronic access control system.



1.3 REFERENCES

- A. Applicable state and local building codes and standards.
- B. Fire/Life Safety
 - 1. NFPA - National Fire Protection Association
 - a. NFPA 70 - National Electric Code
 - b. NFPA 80 - Standard for Fire Doors and Fire Windows
 - c. NFPA 101 - Life Safety Code
 - d. NFPA 105 - Smoke and Draft Control Door Assemblies
 - 2. State and/or City Fire Safety Code
- C. UL - Underwriters Laboratories
 - 1. UL 10B - Fire Test of Door Assemblies
 - 2. UL 10C - Positive Pressure Test of Fire Door Assemblies
 - 3. UL 1784 - Air Leakage Tests of Door Assemblies
 - 4. UL 305 - Panic Hardware
- D. Accessibility
 - 1. ADA - Americans with Disabilities Act plus State Amendments.
 - 2. ANSI A117.1 - Accessible and Usable Buildings and Facilities.
- E. DHI - Door and Hardware Institute
 - 1. Sequence and Format for the Hardware Schedule
 - 2. Recommended Locations for Builders Hardware
- F. ANSI - American National Standards Institute
 - 1. ANSI/BHMA A156.1 - A156.29, and ANSI A156.31 - Standards for Hardware and Specialties

1.4 SUBMITTALS

- A. General:
 - 1. Submit the following in accordance with Conditions of Contract.
 - 2. Advise Commissioner within the submittal package of incompatibility or issues which may detrimentally affect the work of this section.
 - 3. Prior To Forwarding Submittal: Comply with procedures for verifying existing door and frame compatibility for new hardware, as specified in PART 3, "EXAMINATION" article, herein.
- B. Action Submittals:



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1. **Product Data:** Product data including manufacturers' technical product data for each item of door hardware, installation instructions, maintenance of operating parts and finish, and other information necessary to show compliance with requirements.
2. **Riser and Wiring Diagrams:** After final approval of the hardware schedule, submit details of electrified door hardware, indicating the following:
 - a. **Wiring Diagrams:** For power, signal, and control wiring and including the following:
 - 1) Details of interface of electrified door hardware and building safety and security systems.
 - 2) Schematic diagram of systems that interface with electrified door hardware.
 - 3) Point-to-point wiring.
 - 4) Risers.
3. **Samples for Verification:** If requested by the Commissioner, submit production sample or sample installations as requested of each type of exposed hardware unit in the finish indicated, and tagged with a full description for coordination with the schedule.
 - a. Samples will be returned to the supplier in like-new condition. Units that are acceptable to the Commissioner may, after final check of operations, be incorporated into the Work, within limitations of key coordination requirements.
4. **Door Hardware Schedule:** Submit schedule with hardware sets in vertical format as illustrated by the Sequence of Format for the Hardware Schedule as published by the Door and Hardware Institute. Indicate complete designations of each item required for each door or opening. Include the following information:
 - a. **Door Index;** include door number, heading number, and Commissioners hardware set number.
 - b. **Opening Lock Function Spreadsheet;** list locking device and function for each opening.
 - c. Type, style, function, size, and finish of each hardware item.
 - d. Name and manufacturer of each item.
 - e. Fastenings and other pertinent information.
 - f. Location of each hardware set cross-referenced to indications on Drawings.
 - g. Explanation of all abbreviations, symbols, and codes contained in schedule.
 - h. Mounting locations for hardware.
 - i. Door and frame sizes and materials.
 - j. Name and phone number for the local manufacturer's representative for each product.
 - k. **Operational Description of openings with any electrified hardware (locks, exits, electromagnetic locks, electric strikes, automatic operators, door position switches, magnetic holders or closer/holder units, and/or access control components).** Operational description should include how the door will operate on egress, ingress, and fire/smoke alarm connection.
 - 1) **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.

5. Key Schedule:

- a. After a keying meeting between representatives of the Commissioner and hardware supplier—provide a keying schedule listing the levels of keying as well as an explanation of the key system's function, the key symbols used and the door numbers controlled.
- b. Utilize ANSI A156.28 "Recommended Practices for Keying Systems" as a guideline for nomenclature, definitions, and approach for selecting the optimal keying system.
- c. Provide 3 copies of keying schedule for review prepared and detailed in accordance with referenced DHI publication. Include schematic keying diagram and index each key to unique door designations.
- d. Index keying schedule by door number, keyset, hardware heading number, cross keying instructions, and special key stamping instructions.
- e. Provide one complete bitting list of key cuts and one key system schematic illustrating system usage and expansion.
 - 1) Forward bitting list, key cuts and key system schematic directly to Commissioner, by means as directed by Commissioner.
- f. Prepare key schedule by or under supervision of supplier, detailing Commissioner's final keying instructions for locks.

6. Templates: After final approval of the hardware schedule, provide templates for doors, frames and other work specified to be factory prepared for the installation of door hardware.

C. Informational Submittals:

1. Qualification Data: For Supplier, Installer and Architectural Hardware Consultant.
2. Product Certificates for electrified door hardware, signed by the manufacturer:
 - a. Certify that door hardware approved for use on types and sizes of labeled fire-rated doors complies with listed fire-rated door assemblies.
3. Certificates of Compliance:
 - a. Upon request of Commissioner or Authority Having Jurisdiction certificates of compliance for fire-rated hardware and installation instructions shall be made available.
4. 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.
5. Warranty: Special warranty specified in this Section.

D. Closeout Submittals:



1. Operations and Maintenance Data : Provide in accordance with conditions of contract:
 - a. Complete information on care, maintenance, and adjustment; data on repair and replacement parts, and information on preservation of finishes.
 - b. Catalog pages for each product.
 - c. Name, address, and phone number of local representative for each manufacturer.
 - d. Parts list for each product.
 - e. Copy of final approved hardware schedule, edited to reflect conditions as-installed.
 - f. Copy of final keying schedule.
 - g. As-installed wiring diagrams for each opening connected to power, both low voltage and 110 volts.
 - h. Copy of warranties including appropriate reference numbers for manufacturers to identify the project.

1.5 QUALITY ASSURANCE

- A. Product Substitutions: For the purpose of performing the work of this section, comply with the requirements of the contract and as specified herein.
 1. Where a specific manufacturer's product is named it is intended to be the basis of design. Provide as scheduled or approved equal.
- B. Supplier Qualifications and Responsibilities: A recognized architectural hardware supplier that has a record of successful in-service performance for supplying door hardware similar in quantity, type, and quality to that indicated for this Project and that provides a certified Architectural Hardware Consultant (AHC) available to the Commissioner and Contractor, at reasonable times during the course of the Work for consultation.
 1. Warehousing Facilities: In Project's vicinity.
 2. Scheduling Responsibility: Preparation of door hardware and keying schedules.
 3. Engineering Responsibility: Preparation of data for electrified door hardware, including Shop Drawings, based on testing and engineering analysis of manufacturer's standard units in assemblies similar to those indicated for this Project.
 4. Coordination Responsibility: Coordinate installation of the electronic security hardware with the Commissioner and electrical engineers and provide installation and technical data to the Commissioner and other related subcontractors.
 - a. Upon completion of electronic security hardware installation, inspect and verify that all components are working properly.
- C. Installer Qualifications: Qualified tradesmen, skilled in the application of commercial grade hardware that has a record of successful in-service performance for installing door hardware similar in quantity, type, and quality to that indicated for this Project.
- D. Architectural Hardware Consultant Qualifications: A person who is experienced in providing consulting services for door hardware installations that are comparable in material, design, and extent to that indicated for this Project and who can meet the following qualification requirements:



1. For door hardware, DHI-certified, Architectural Hardware Consultant (AHC).
 2. Can provide installation and technical data to the Commissioner and other related subcontractors.
 3. Can inspect and verify components are in working order upon completion of installation.
 4. Capable of producing wiring diagrams.
 5. Capable of coordinating installation of the electrified hardware with the Commissioner and electrical engineers.
- E. Obtain each type of door hardware from a single manufacturer.
1. Provide electrified door hardware from same manufacturer as mechanical door hardware, unless otherwise indicated.
 2. Manufacturers that perform electrical modifications and that are listed by a testing and inspecting agency acceptable to NYC DOB are acceptable.
- F. Fire-Rated Door Openings: Provide door hardware for fire-rated openings that complies with NFPA 80 and requirements of authorities having jurisdiction. Provide only items of door hardware that are listed and are identical to products tested by Underwriters Laboratories, Intertek Testing Services, or other testing and inspecting organizations acceptable to the authorities having jurisdiction for use on types and sizes of doors indicated, based on testing at positive pressure and according to NFPA 252 or UL 10C and in compliance with requirements of fire-rated door and door frame labels.
- G. Smoke- and Draft-Control Door Assemblies: Where smoke- and draft-control door assemblies are required, provide door hardware that meets requirements of assemblies tested according to UL 1784 and installed in compliance with NFPA 105.
1. Air Leakage Rate: Maximum air leakage of 0.3 cfm/sq. ft. (3 cu. m per minute/sq. m) at the tested pressure differential of 0.3-inch wg (75 Pa) of water.
- H. Electrified Door Hardware: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction.
- I. 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.
- J. Accessibility Requirements: For door hardware on doors in an accessible route, comply with governing accessibility regulations cited in "REFERENCES" article, herein.
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. Sliding or Folding Doors: 5 lbf (22.2 N) applied parallel to door at latch.
 - c. 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 high and 3/4 inch high for exterior sliding doors.
 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.
- K. Keying Conference: Conduct conference at Project site to comply with the requirements of the contract.
1. Attendees: Commissioner, Contractor, Installer, Supplier's Architectural Hardware Consultant.
 2. Incorporate keying conference decisions into final keying schedule after reviewing door hardware keying system including, but not limited to, the following:
 - a. Function of building, flow of traffic, purpose of each area, degree of security required, and plans for future expansion.
 - b. Preliminary key system schematic diagram.
 - c. Requirements for key control system.
 - d. Requirements for access control.
 - e. Address for delivery of keys.
- L. Pre-installation Conference: Conduct conference at Project site.
1. Review and finalize construction schedule and verify availability of materials, Installer's personnel, equipment, and facilities needed to make progress and avoid delays.
 2. Inspect and discuss preparatory work performed by other trades.
 3. Review required testing, inspecting, and certifying procedures.
- M. Coordination Conferences:
1. Installation Coordination Conference: Prior to hardware installation, schedule and hold a meeting for the purpose of reviewing any questions or concerns related to the proper installation and adjustment of door hardware.
 - a. Attendees: doors hardware supplier, door hardware installer, Contractor.
 - b. After the meeting, provide letter of compliance to the Commissioner, indicating when the meeting was held and who was in attendance.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Inventory door hardware on receipt and provide secure lock-up for 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.



1. Each article of hardware shall be individually packaged in manufacturer's original packaging.
- C. Project Conditions:
1. Maintain manufacturer-recommended environmental conditions throughout storage and installation periods.
 2. Provide secure lock-up for door hardware delivered to the Project, but not yet installed. Control handling and installation of hardware items so that completion of Work will not be delayed by hardware losses both before and after installation.
- D. Protection and Damage:
1. Promptly replace products damaged during shipping with exactly the same products.
 2. Handle hardware in manner to avoid damage, marring, or scratching. Correct, replace or repair products damaged during the course of the Work.
 3. Protect products against malfunction due to paint, solvent, cleanser, or any chemical agent.
- E. Deliver keys to manufacturer of key control system for subsequent delivery to Commissioner.
- F. Deliver keys (and permanent cores) to Commissioner by registered mail or overnight package service.

1.7 COORDINATION

- A. Coordinate layout and installation of floor-recessed door hardware with floor construction. Cast anchoring inserts into concrete. Concrete, reinforcement, and formwork requirements are specified in Division 03.
- 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, keying, and access control with Commissioner's security consultant.
- D. Electrical System Roughing-In: Coordinate layout and installation of electrified door hardware with connections to power supplies and building safety and security systems.
- E. 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.
- F. Direct shipments not permitted, unless approved by the Commissioner.



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1.8 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. Warranty Period: Years from date of Substantial Completion, for durations indicated.
 - a. Closers:
 - 1) Mechanical: 10 years.
 - 2) Electrified: 2 years.
 - b. Exit Devices:
 - 1) Mechanical: 3 years.
 - 2) Electrified: 1 year.
 - c. Locksets:
 - 1) Mechanical: 3 years.
 - 2) Electrified: 1 year.
 - d. Continuous Hinges: Lifetime warranty
 - e. Key Blanks: Lifetime
 2. Warranty does not cover damage or faulty operation due to improper installation, improper use or abuse.

1.9 MAINTENANCE

- A. Maintenance Tools:
1. Furnish One (1) complete set of special tools required for maintenance and adjustment of hardware, including changing of cylinders.

PART 2 -PRODUCTS

2.1 MANUFACTURERS

- A. Provide hardware from manufacturer's listed below or approved equal.

Item	Scheduled Manufacturer
Hinges	Allegion - Ives (IVE)
Pivots	Allegion - Ives (IVE)
Flush Bolts & Coordinators	Allegion - Ives (IVE)



Coordinator	Allegion - Ives (IVE)
Locksets & Deadlocks	Allegion - Schlage (SCH)
Exit Devices	Allegion - Von Duprin (VON)
Door Closers	Allegion - LCN (LCN)
Door Trim	Allegion - Ives (IVE)
Stops & Holders	Allegion - Ives (IVE)
Thresholds & Weatherstrip	Zero (ZER)
Silencers	Allegion - Ives (IVE)
Pocket Door Hardware	Johnson (JOH)
Cylinders & Keying	Allegion - Schlage (SCH)
Key Cabinets	Telkee (TEL)
Electric Strikes	Folger-Adams (FOL)

- B. Hand of Door: Drawings show direction of slide, swing, or hand of each door leaf. Furnish each item of hardware for proper installation and operation of door movement as shown.
- C. Where the hardware specified is not adaptable to the finished shape or size of the members requiring hardware, furnish suitable types having the same operation and quality as the type specified, subject to the Commissioner's approval.

2.2 EXISTING MATERIALS

- A. Where existing door hardware is indicated to be removed and reinstalled:
 - 1. Carefully remove door hardware and components.
 - 2. Clean, protect and store existing door hardware in accordance with storage and handling requirements specified herein.
 - 3. Reinstall in accordance with installation requirements for new door hardware.

2.3 MATERIALS

- A. Fasteners
 - 1. Provide hardware manufactured to conform to published templates, generally prepared for machine screw installation.
 - 2. Furnish screws for installation with each hardware item. Finish exposed (exposed under any condition) screws to match hardware finish, or, if exposed in surfaces of other work, to match finish of this other work as closely as possible including "prepared for paint" surfaces to receive painted finish.
 - 3. Provide concealed fasteners for hardware units that are exposed when door is closed except to the extent that no standard units of type specified are available with concealed fasteners. Do not use thru-bolts for installation where bolt head or nut on opposite face is exposed in other work unless their use is the only means of reinforcing the work



adequately to fasten the hardware securely. Review door specification and advise Commissioner if thru-bolts are required.

4. Hardware shall be installed with the fasteners provided by the hardware manufacturer.
- B. Modification and Preparation of Existing Doors: Provide necessary fillers, Dutchmen, reinforcements, and fasteners, compatible with existing materials, as required for mounting new opening hardware and to cover existing door and frame preparations.
 1. When possible, use materials which match materials of adjacent modified areas.
 2. When modifying existing fire-rated openings, provide materials permitted by NFPA 80 as required to maintain fire-rating.
- C. Provide screws, bolts, expansion shields, drop plates and other devices necessary for hardware installation.
 1. Where fasteners are exposed to view: Finish to match adjacent door hardware material.

2.4 HINGES

- A. Provide five-knuckle, ball bearing hinges of type, material, and height as outlined in the following guide for this specification:
 1. Manufacturers:
 - a. Ives 5BB series or approved equal.
 - B. Requirements:
 1. 1-3/4 inch thick doors, up to and including 36 inches wide:
 - a. Exterior: standard weight, bronze/stainless steel, 4-1/2 inches high
 - b. Interior: standard weight, steel, 4-1/2 inches high
 2. 1-3/4 inch thick doors over 36 inches wide:
 - a. Exterior: heavy weight, bronze/stainless steel, 5 inches high
 - b. Interior: heavy weight, steel, 5 inches high
 3. 2 inches or thicker doors:
 - a. Exterior: heavy weight, bronze/stainless steel, 5 inches high
 - b. Interior: heavy weight, steel, 5 inches high
 4. Provide three hinges per door leaf for doors 90 inches or less in height, and one additional hinge for each 30 inches of additional door height.
 5. Where new hinges are specified for existing doors and/or existing frames, the new hinge size must be identical to hinge preparation present in the existing door and/or existing frame.
 6. Hinge Pins: Except as otherwise indicated, provide hinge pins as follows:



- a. Steel Hinges: Steel pins
 - b. Non-Ferrous Hinges: Stainless steel pins
 - c. Out-Swinging Exterior Doors: Non-removable pins
 - d. Out-Swinging Interior Lockable Doors: Non-removable pins
 - e. Interior Non-lockable Doors: Non-rising pins
7. The width of hinges shall be 4-1/2 inches at 1-3/4 inch thick doors, and 5 inches at 2 inches or thicker doors. Adjust hinge width as required for door, frame, and/or wall conditions to allow proper degree of opening.
 8. Provide hinges with electrified option where specified. Provide with sufficient number and gage of concealed wires to accommodate electric function of specified hardware. Locate electric hinge at second hinge from bottom or nearest to the electrified locking component.
 9. Provide mortar guard for each electrified hinge specified, unless specified in hollow metal frame specification.
 10. Provide spring hinges where specified. Provide two spring hinges and one bearing hinge per door leaf for doors 90 inches or less in height. Provide one additional bearing hinge for each 30 inches of additional door height.

2.5 PIVOT SETS

A. Manufacturer:

1. Ives or approved equal.

B. Requirements:

1. Provide pivot sets complete with oil-impregnated top pivot, unless indicated otherwise.
2. Where offset pivots are specified, Provide one intermediate pivot for doors less than 91 inches high and one additional intermediate pivot per leaf for each additional 30 inches in height or fraction thereof. Intermediate pivots spaced equally not less than 25 inches or not more than 35 inches on center, for doors over 121 inches high.
3. Provide appropriate model where pivot sets are specified at fire rated openings.
4. Provide lead-lined model where pivot sets are specified at lead-lined doors.
5. Provide electric pivot, located nearest to the electrified locking component, with sufficient number and gage of concealed wires to accommodate electric function of specified hardware. If the manufacturer of the electrified locking component requires another device for power transfer then provide the recommended power transfer device and the appropriate quantity of pivots.
6. Provide mortar guard for each electric pivot specified, unless specified in hollow metal frame specification.

2.6 FLUSH BOLTS

A. Manufacturers:

1. Ives or approved equal.



B. Requirements:

1. Provide automatic and manual flush bolts with forged bronze face plates, extruded brass levers, and with wrought brass guides and strikes. Provide 12 inch steel or brass rods at doors up to 90 inches in height. Top rods at manual flush bolts for doors over 90 inches in height shall be increased by 6 inches for each additional 6 inches of door height. Provide dust-proof strikes at each bottom flush bolt.

2.7 COORDINATORS

A. Manufacturers:

1. Ives or approved equal.

B. Requirements:

1. Provide a bar-type coordinating device, surface applied to the underside of the stop at the frame head where pairs of doors are equipped with automatic flush bolts, an astragal, or other hardware that requires synchronized closing of the doors.
2. Provide a filler bar of the correct length for the unit to span the entire width of the opening, and appropriate brackets for parallel arm door closers and surface vertical rod exit device strikes. Factory-prep coordinators for vertical rod devices if required.

2.8 MORTISE LOCKS

A. Manufacturer:

1. Schlage L9000 series or approved equal.

B. Requirements:

1. Provide mortise locks certified as ANSI A156.13, Grade 1 Operational, Grade 1 Security, and manufactured from heavy gauge steel, containing components of steel with a zinc dichromate plating for corrosion resistance. Lock case shall be multi-function and field reversible for handing without opening the case. Cylinders: Refer to "KEYING" article, herein.
2. Provide locks with a standard 2-3/4 inches backset with a full 3/4 inch throw stainless steel mechanical anti-friction latchbolt. Deadbolt shall be a full 1 inch throw, constructed of stainless steel.
3. Provide standard ASA strikes unless extended lip strikes are necessary to protect trim.
4. Provide electrical options as scheduled. Provide electrified locksets with micro switch (RX) option that monitors the retractor crank, and is actuated when rotation of the inside or outside lever rotates the retractor hub. Provide normally closed contacts or normally open contacts as required by security system.
5. Lever trim shall be solid brass, bronze, or stainless steel, cast or forged in the design specified, with wrought roses and external lever spring cages. Levers shall be thru-bolted to assure proper alignment, and shall have a 2-piece spindle.



- a. Lever design shall be Schlage 06A or approved equal.
- b. Lever trim on the secure side of doors serving rooms considered by the authority having jurisdiction to be hazardous shall have a tactile warning.

2.9 EXIT DEVICES

A. Manufacturers:

1. Von Duprin 98 series or approved equal.

B. Requirements:

1. Provide exit devices tested to ANSI/BHMA A156.3 Grade 1, and UL listed for Panic Exit and/or Fire Exit Hardware. Cylinders: Refer to "KEYING" article, herein.
2. Provide touchpad type exit devices, fabricated of brass, bronze, stainless steel, or aluminum, plated to the standard architectural finishes to match the balance of the door hardware.
3. Exit devices shall incorporate a fluid damper or other device that eliminates noise associated with exit device operation. Touchpad shall extend a minimum of one half of the door width, but not the full length of the exit device rail. End-cap will have two-point attachment to door. Touch-pad shall match exit device finish, and shall be stainless steel for US26, US26D, US28, US32, and US32D finishes; for all other finishes, the touch-pad finish shall be of compatible finish to exit device. Only compression springs will be used in devices, latches, and outside trims or controls.
4. Exit devices to incorporate a deadlatching feature for security and/or for future addition of alarm kits and/or other electrical requirements.
 - a. Product cycle life shall exceed 1,000,000 cycles.
 - b. Latch release does not require separate trigger mechanism.
 - c. Top and bottom latch must operate independently of each other. Top latch will fully engage top strike even when bottom latch is compromised.
 - d. Cable and latching system shall have the ability to:
 - 1) Be assembled as a complete assembly and function prior to being installed in the door.
 - 2) Install into the door as a one-piece single assembly
 - 3) Be installed independently of device installation and function on door even prior to device and trim installation.
 - 4) Connect to the exit device at a single attachment point.
 - 5) Adjust bottom latch height from a single point, after the system is installed and connected to exit device, while the door is hanging
 - 6) Alter latch position up and down within two-inches without additional adjustment.
 - 7) Ability to remove the system while door is hanging.
 - 8) Configure latchbolt mounting: double or single tab mount for steel doors, and wood doors, face mount for aluminum doors, eliminating requirement of tabs.



- 9) Provide adjustable exit device to latch center line adjustment. Ensures double tab mounting option for top latch, regardless of exit device centerline.
5. Provide exit devices with manufacturer's approved strikes.
6. Provide exit devices cut to door width and height. Locate exit devices at a height recommended by the exit device manufacturer, allowable by governing building codes, and approved by the Commissioner.
7. Mechanism case shall sit flush on the face of all flush doors, or spacers shall be furnished to fill gaps behind devices. Where glass trim or molding projects off the face of the door, provide glass bead kits.
8. Non-fire-rated exit devices shall have cylinder dogging.
9. Removable mullions shall be a 2 inches x 3 inches steel tube. Where scheduled, mullion shall be of a type that can be removed by use of a keyed cylinder, which is self-locking when re-installed.
10. Where lever handles are specified as outside trim for exit devices, provide heavy-duty lever trims with forged or cast escutcheon plates. Provide vandal-resistant levers that will travel to a 90-degree down position when more than 35 pounds of torque are applied, and which can easily be re-set.
 - a. Lever style will match the lever style of the locksets.
 - b. Lever trim on doors serving rooms considered by the authority having jurisdiction to be hazardous shall have a tactile warning.
11. Exit devices for fire rated openings shall be UL labeled fire exit hardware.
12. Field drill weep holes per manufacturer's recommendation for exit devices used in full exterior application, highly corrosive areas, and where noted in the hardware sets.
13. Provide electrical options as scheduled.

2.10 KEYING

- A. Keying System: Factory registered, complying with guidelines in ANSI/BHMA A156.28, incorporating decisions made at keying conference.
- B. Keying Requirements – General
 1. Permanent cylinders/cores keyed by the manufacturer according to the following key system.
 - a. Keying system as directed by the Commissioner.
 2. Forward biting list and keys separately from cylinders, by means as directed by Commissioner. Failure to comply with forwarding requirements shall be cause for replacement of cylinders/cores involved at no additional cost to Commissioner.
- C. Keys
 1. Material: Nickel silver; minimum thickness of .092-inch (2.3mm)
 2. Identification:



- a. Coordinate with cylinder/core and key identification requirements above.
 - b. Stamp keys with Commissioner's unique key system facility code as established by the manufacturer; key symbol and embossed or stamped with "DO NOT DUPLICATE" along with the "PATENTED" or patent number to enforce the patent protection.
 - c. Failure to comply with stamping requirements shall be cause for replacement of keys involved at no additional cost to Commissioner.
3. Quantity: Furnish in the following quantities.
- a. Change (Day) Keys: 3 per cylinder/core.
 - b. Master Keys: 6.
 - c. Unused balance of key blanks shall be furnished to Commissioner with the cut keys.
 - d. Extra Keys:
 - 1) 4 Presentation Keys
 - 2) 4 Construction Keys

2.11 KEY CONTROL SYSTEM

A. Key Control System Manufacturers:

1. Scheduled Manufacturer: Telkee or approved equal.
2. HPC, Lund, or approved equal

B. Requirements:

1. Provide a key control system, including envelopes, labels, tags with self-locking key clips, receipt forms, 3-way visible card index, temporary markers, permanent markers, and standard metal cabinet, all as recommended by system manufacturer, with capacity for 150% of the number of locks required for the Project.
 - a. Provide complete cross index system set up by the hardware supplier, and place keys on markers and hooks in the cabinet as determined by the final key schedule.
 - b. Provide hinged-panel type cabinet for wall mounting.

2.12 DOOR CLOSERS

A. Manufacturers:

1. Scheduled Manufacturer: LCN 4030 series and Dorma RTS 88 or approved equal.

B. Requirements:

1. Provide door closers certified to ANSI/BHMA A156.4 Grade 1 requirements by a BHMA certified independent testing laboratory. Surface mounted mechanical closers shall be certified to exceed ten million (10,000,000) full load cycles by a recognized



- independent testing laboratory. Closers shall be ISO 9000 certified. Units shall be stamped with date of manufacture code.
2. Door closers shall have fully hydraulic, full rack and pinion action with a high strength cast iron cylinder, and shall utilize full complement bearings at shaft. Cylinder body shall be 1-1/2 inch diameter, and double heat-treated pinion journal shall be 11/16 inch diameter.
 3. Provide hydraulic fluid requiring no seasonal closer adjustment for temperatures ranging from 120 degrees F to -30 degrees F. Fluid shall be fireproof and shall pass the requirements of the UL10C "positive pressure" fire test.
 4. Spring power shall be continuously adjustable over the full range of closer sizes, and allow for reduced opening force as required by accessibility codes and standards. Hydraulic regulation shall be by tamper-proof, non-critical valves. Closers shall have separate adjustment for latch speed, general speed, and backcheck.
 5. Provide closers with a solid forged steel main arms and factory assembled heavy-duty forged forearms for parallel arm closers. When closers are parallel arm mounted, provide closers which mount within a 6-inch top rail without the use of a mounting plate so that closer shall not be visible through vision panel from pull side.
 6. Closers shall not incorporate Pressure Relief Valve (PRV) technology.
 7. Closer cylinders, arms, adapter plates, and metal covers shall have a powder coating finish which has been certified to exceed 100 hours salt spray testing as described in ANSI Standard A156.4 and ASTM B117, or shall have special rust inhibitor (SRI).
 8. Provide special templates, drop plates, mounting brackets, or adapters for arms as required for details, overhead stops, and other door hardware items interfering with closer mounting.
 9. Mount closers on room side of corridor doors, inside of exterior doors, and stair side of stairway doors from corridors. Closers shall not be visible in corridors, lobbies and other public spaces unless approved by Commissioner.

2.13 DOOR TRIM

A. Manufacturers:

1. Scheduled Manufacturer: Ives, Tydex or approved equal.

B. Requirements:

1. Provide push plates 4 inches wide x 16 inches high x 0.050 inch thick and beveled 4 edges. Where width of door stile prevents use of 4 inches wide plate, adjust width to fit.
2. Provide push bars of solid bar stock, diameter and length as scheduled. Push bars shall be of sufficient length to span from center to center of each stile. Where required, mount back to back with pull.
3. Provide offset pulls of solid bar stock, diameter and length as scheduled. Where required, mount back to back with push bar.
4. Provide flush pulls as specified. Where required, provide back-to-back mounted model.
5. Provide pulls of solid bar stock, diameter and length as scheduled. Where required, mount back to back with push bar.



6. Provide pull plates 4 inches wide x 16 inches high x 0.050 inch thick, beveled 4 edges, and prepped for pull. Where width of door stile prevents use of 4 inches wide plate, adjust width to fit.
7. Provide wire pulls of solid bar stock, diameter and length as scheduled.

2.14 PROTECTION PLATES

A. Manufacturers:

1. Scheduled Manufacturer: Ives or approved equal.

B. Requirements:

1. Provide kick plates, mop plates, and armor plates minimum of 0.050 inch thick as scheduled. Furnish with machine or wood screws, finished to match plates. Sizes of plates shall be as follows:
 - a. Kick Plates – 10 inches high x 2 inches less width of door on single doors, 1 inch less width of door on pairs
 - b. Mop Plates – 4 inches high x 2 inches less width of door on single doors, 1 inch less width of door on pairs
 - c. Armor Plates – 36 inches high x 2 inches less width of door on single doors, 1 inch less width of door on pairs

2.15 DOOR STOPS AND HOLDERS

A. Manufacturers:

1. Scheduled Manufacturer: Ives, Blumcraft or approved equal.

B. Provide door stops for all doors in accordance with the following requirements:

1. Provide security door stop of the proper height.
2. At any opening where floor stop cannot be used, a medium duty surface mounted overhead stop shall be used.

2.16 THRESHOLDS, SEALS, DOOR SWEEPS, AUTOMATIC DOOR BOTTOMS, AND GASKETING

A. Manufacturers:

1. Scheduled Manufacturer: Zero, Epco or approved equal.

B. Requirements:

1. Provide thresholds, weatherstripping (including door sweeps, seals, astragals) and gasketing systems (including smoke, sound, and light) as specified and per architectural



details. Match finish of other items as closely as possible. Size of thresholds shall be as follows:

- a. Saddle Thresholds – 1/2 inch high x jamb width x door width
 - b. Bumper Seal Thresholds – 1/2 inch high x 5 inches wide x door width
2. Provide door sweeps, seals, astragals, and auto door bottoms only of type where resilient or flexible seal strip is easily replaceable and readily available.

2.17 SILENCERS

A. Manufacturers:

1. Scheduled Manufacturer: Ives or approved equal.

B. Requirements:

1. Provide "Push-in" type silencers for each hollow metal or wood frame. Provide three for each single frame and two for each pair frame. Omit where gasketing is specified or required by code.

2.18 POCKET DOOR HARDWARE

A. Manufacturers:

1. Scheduled Manufacturer: Johnson or approved equal.

B. Requirements:

1. Provide complete sets of pocket door hardware as recommended by the manufacturer for the door type and weight.
 - a. Include track, hangers, fasteners, guides, and all hardware required for a complete installation.

2.19 FINISHES

A. Finish of all hardware shall be US4 (BHMA 630/626) with the exceptions as follows:

1. Hinges at Exterior Doors: US32D (BHMA 630/652).
2. Push Plates, Pulls, and Push Bars: US32D (BHMA 630).
3. Locks US32D (BMHA 630).
4. Exits US32D (BMHA 630).
5. Door Closers: Powder Coat to Match (BMHA 689).
6. STOPS: US32D (BHMA 630).
7. Weatherstripping: ALM.
8. Thresholds: ALM.



PART 3 - EXECUTION

3.1 EXAMINATION

- A. Prior to installation of hardware, 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. Existing Door and Frame Compatibility: Field verify existing doors and frames receiving new hardware and existing conditions receiving new openings. Verify that new hardware is compatible with the existing door and frame preparation and existing conditions.
- C. Examine roughing-in for electrical power systems to verify actual locations of wiring connections before electrified door hardware installation.
- D. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Where on-site modification of doors and frames is required, prepare hardware locations in accordance with the following:
 - 1. Steel Doors and Frames: For surface applied door hardware, drill and tap doors and frames according to ANSI/SDI A250.6.
 - 2. Wood Doors: Comply with DHI WDHS.5 "Recommended Hardware Reinforcement Locations for Mineral Core Wood Flush Doors."
 - 3. Where doors are in rated assemblies, comply with NFPA 80 for restrictions on on-site door hardware preparation.
 - 4. Where on-site modification of existing doors and frames is required:
 - a. Remove existing hardware being replaced, tag, and store according to contract documents.
 - b. Field modify and prepare existing door and/or frame for new hardware being installed.
 - c. When modifications are exposed to view, use concealed fasteners, when possible.

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 hardware item in compliance with the manufacturer's instructions and recommendations, using only the fasteners provided by the manufacturer.
- C. Do not install surface mounted items until finishes have been completed on the substrate. Protect all installed hardware during painting.
- D. Set units level, plumb and true to line and location. Adjust and reinforce the attachment substrate as necessary for proper installation and operation.
- E. Drill and countersink units that are not factory prepared for anchorage fasteners. Space fasteners and anchors according to industry standards.
- F. Operating parts shall move freely and smoothly without binding, sticking, or excessive clearance.
- G. 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.
- H. Intermediate Offset Pivots: Where offset pivots are indicated, provide intermediate offset pivots in quantities indicated in door hardware schedule but not fewer than one intermediate offset pivot per door and one additional intermediate offset pivot for every 30 inches (750 mm) of door height greater than 90 inches (2286 mm).
- I. Lock Cylinders: Install construction cores to secure building and areas during construction period.
 - 1. Replace construction cores with permanent cores as indicated in keying section.
 - 2. Coordinate with Commissioner for direction of the installation of permanent.
- J. Lead Protection: Lead wrap hardware penetrating lead-lined doors. Levers and roses to be lead lined. Apply kick and armor plates on lead-lined doors with adhesive as recommended by manufacturer.
- K. Wire (including low voltage): Coordinate with the following work, provided under the scope of Division 26, ELECTRICAL.
 - 1. Conduit, junction boxes and wire pulls.
 - 2. Connections to and from power supplies to electrified hardware.
 - 3. Connections to fire/smoke alarm system and smoke evacuation system.
 - 4. Connection of wire to door position switches and wire runs to central room or area, as directed by Commissioner.
 - 5. Testing and labeling wires with the Commissioner's opening number.
- L. Key Control System: Tag keys and place them on markers and hooks in key control system cabinet, as determined by final keying schedule.



- M. Power Supplies: Locate power supplies as indicated or, if not indicated, above accessible ceilings or in equipment room, or alternate location as directed by Commissioner.
 - 1. Configuration: At least number of power supplies required to adequately serve doors with electrified door hardware.
- N. Thresholds: Set thresholds scheduled herein, in full bed of sealant complying with requirements specified in Division 07 Section "Joint Sealants."
- O. 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 may impede traffic or present a tripping hazard.
- P. Perimeter Gasketing: Apply to head and jamb, forming seal between door and frame.
- Q. Meeting Stile Gasketing: Fasten to meeting stiles, forming seal when doors are closed.
- R. Door Bottoms: Apply to bottom of door, forming seal with threshold when door is closed.

3.4 FIELD QUALITY CONTROL

- A. Architectural Hardware Consultant: Engage a qualified independent Architectural Hardware Consultant to perform inspections and to prepare inspection reports.
 - 1. Architectural Hardware Consultant will inspect door hardware and state in each report whether installed work complies with or deviates from requirements, including whether door hardware is properly installed and adjusted.

3.5 ADJUSTING

- A. Initial Adjustment: Adjust and check each operating item of door hardware and each door to ensure proper operation or function of every unit. Replace units that cannot be adjusted to operate as intended. Adjust door control devices to compensate for final operation of heating and ventilating equipment and to comply with referenced accessibility requirements.
 - 1. Spring Hinges: Adjust to achieve positive latching when door is allowed to close freely from an open position of 30 degrees.
 - 2. Electric Strikes: Adjust horizontal and vertical alignment of keeper to properly engage lock bolt.
 - 3. Door Closers: Adjust sweep period to comply with accessibility requirements and requirements of authorities having jurisdiction.
- B. Occupancy Adjustment: Approximately three months after date of Substantial Completion, Installer's Architectural Hardware Consultant 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.



3.6 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.

3.7 DEMONSTRATION

- A. Provide instruction for the Commissioner's maintenance personnel to adjust, operate, and maintain door hardware and door hardware finishes.

3.8 DOOR HARDWARE SCHEDULE

- A. Provide hardware for each door to comply with requirements of this section and the below-listed scheduled sets.
- B. It is intended that the following schedule includes complete items of door hardware necessary to complete the work. If a discrepancy is found in the scheduled hardware sets, such as a missing item, improper hardware for a frame, door or fire codes, provisions of the above-specifications shall govern.
- C. Locksets, exit devices, and other hardware items are referenced in the following hardware sets for series, type and function. Refer to the above-specifications for special features, options, cylinders/keying, and other requirements.
- D. Hardware Sets:

Hardware Group No. 01

Provide each SGL door(s) with the following:

Qty		Description	Catalog Number	Finish	Mfr
3	EA	HINGE	5BB1 4.5 X 4.5	652	IVE
1	EA	CLASSROOM LOCK	L9070T 03L	630	SCH
1	EA	FSIC CORE	23-030	626	SCH
1	EA	SURFACE CLOSER	4031(REG)	689	LCN
1	EA	FLOOR STOP	FS18S	630	IVE
3	EA	SILENCER	SR64	GRY	IVE



Hardware Group No. 02

Provide each SGL door(s) with the following:

Qty	Description	Catalog Number	Finish	Mfr
1 EA	PIVOT SET	BP 13	626	BLU
1 EA	MORTISE CYLINDER	20-059	626	SCH
1 EA	FSIC CORE	23-030	626	SCH
1 EA	DOOR PULL	DB-170-JS	630	BLU
1 EA	CLOSER	RTS88	626	DRM
1 EA	APPLIED STOP	S-100	626	BLU
1 EA	FLOOR STOP	FS18S X R435 RISER	626	IVE

Hardware Group No. 03

Provide each SGL door(s) with the following:

Qty	Description	Catalog Number	Finish	Mfr
3 EA	HINGE	5BB1 4.5 X 4.5	652	IVE
1 EA	FIRE EXIT HARDWARE	98-L-BE-F-996-03	630	VON
1 EA	SURFACE CLOSER	4031(REG)	689	LCN
1 EA	FLOOR STOP	FS18S	630	IVE
1 EA	SEAL	8144FS PSA	BLK	ZER

Hardware Group No. 04

Provide each SGL door(s) with the following:

Qty	Description	Catalog Number	Finish	Mfr
3 EA	HINGE	5BB1 4.5 X 4.5 NRP	652	IVE
1 EA	CLASSROOM LOCK	L9070T 03L	630	SCH
1 EA	FSIC CORE	23-030	626	SCH
1 EA	SURFACE CLOSER	4031(REG)	689	LCN
1 EA	FLOOR STOP	FS18S X R435 RISER	626	IVE
1 EA	SEAL	8144FS PSA	BLK	ZER

Hardware Group No. 05

Provide each SGL door(s) with the following:

Qty	Description	Catalog Number	Finish	Mfr
3 EA	HINGE	5BB1 4.5 X 4.5	652	IVE
1 EA	PUSH PLATE	8200 4" X 16"	630	IVE
1 EA	PULL PLATE	8302 10" 4" X 16"	630	IVE
1 EA	SURFACE CLOSER	4031 (REG)	689	LCN
1 EA	FLOOR STOP	FS18S	630	IVE
3 EA	SILENCER	SR64	GRY	IVE



Hardware Group No. 06

Provide each SGL door(s) with the following:

Qty	Description	Catalog Number	Finish	Mfr
3 EA	HINGE	5BB1 4.5 X 4.5	630	IVE
1 EA	FAC RESTRM W/IND	L9486T DO NOT DISTURB 03L L583-363 L583375	630	SCH
1 EA	SURFACE CLOSER	4031 (REG)	689	LCN
1 EA	FLOOR STOP	FS18S	630	IVE

Hardware Group No. 07

Provide each SGL door(s) with the following:

Qty	Description	Catalog Number	Finish	Mfr
3 EA	HW HINGE	5BB1HW 4.5 X 4.5 NRP	630	IVE
1 EA	FIRE EXIT HARDWARE	98-L-NL-F-996-03	630	VON
1 EA	RIM HOUSING	20-079	626	SCH
1 EA	FSIC CONST. CORE	23-030-ICX		SCH
1 EA	FSIC CORE	23-030	626	SCH
1 EA	SURFACE CLOSER	4031 SCUSH	689	LCN
1 EA	SEAL	8144FS PSA	BLK	ZER
1 EA	DOOR SWEEP	8193AA PSA	ALM	ZER
1 EA	THRESHOLD	546	ALM	ZER

Hardware Group No. 8

Provide each SGL door(s) with the following:

Qty	Description	Catalog Number	Finish	Mfr
3 EA	HW HINGE	5BB1HW 4.5 X 4.5 NRP	630	IVE
1 EA	EXIT DEVICE	H-100-D	630	BLU
1 EA	MORTISE CYLINDER	20-059	626	SCH
1 EA	FSIC CONST. CORE	23-030-ICX		SCH
1 EA	FSIC CORE	23-030	626	SCH
1 EA	ELECTRIC STRIKE	310-1 3/4	626	FOL
1 EA	SURFACE CLOSER	4031 SCUSH	689	LCN
1 EA	PERIM SEALS	BY DOOR MFG.		
1 EA	DOOR SWEEP	8193AA PSA	ALM	ZER
1 EA	THRESHOLD	546	ALM	ZER
1 EA	DESK MOUNT BUTTON	660-PB	628	SCE
1 EA	POWER SUPPLY	PS902 900-2RS	LGR	SCE

NOTE:

1. POWER SUPPLY 902 TO POWER ELECTRIC STRIKES FOR DOORS 17 AND 18.
2. COORDINATE LOCATION OF PUSH BUTTON 660 IN THE FIELD WITH THE COMMISSIONER.



Hardware Group No. 9

Provide each SGL door(s) with the following:

Qty	Description	Catalog Number	Finish	Mfr
1 EA	PIVOT SET	7255 SET	626	IVE
1 EA	EXIT DEVICE	H-100-D	630	BLU
1 EA	MORTISE CYLINDER	20-059	626	SCH
1 EA	FSIC CONST. CORE	23-030-ICX		SCH
1 EA	FSIC CORE	23-030	626	SCH
1 EA	ELECTRIC STRIKE	310-1 3/4	626	FOL
1 EA	CLOSER	RTS88	626	DRM
1 EA	APPLIED STOP	AS18	626	IVE
1 EA	FLOOR STOP	FS18S	626	IVE
		X R435 RISER		
1 EA	DESK MOUNT BUTTON	660-PB	628	SCE

NOTE:

1. COORDINATE LOCATION OF PUSH BUTTON 660 IN THE FIELD WITH THE COMMISSIONER.

Hardware Group No. 10

Provide each SGL door(s) with the following:

Qty	Description	Catalog Number	Finish	Mfr
3 EA	HINGE	5BB1 4.5 X 4.5 NRP	652	IVE
1 EA	CLASSROOM LOCK	L9070T 03L	630	SCH
1 EA	FSIC CORE	23-030	626	SCH
1 EA	SURFACE CLOSER	4031 SCUSH	689	LCN
3 EA	SILENCER	SR65	GRY	IVE

Hardware Group No. 11

Provide each PD door(s) with the following:

Qty	Description	Catalog Number	Finish	Mfr
1 EA	TRACK	1500	626AM	JOH
1 EA	DOOR EDGE PULL	230	626	IVE
1 EA	FLUSH PULL	61064	630	TYD



Hardware Group No. 12

Provide each PR door(s) with the following:

Qty		Description	Catalog Number	Finish	Mfr
6	EA	HINGE	5BB1 4.5 X 4.5	630	IVE
2	EA	MANUAL FLUSH BOLT	FB458	626	IVE
1	EA	DUST PROOF STRIKE	DP1	626	IVE
1	EA	CLASSROOM LOCK	L9070T 03L	630	SCH
1	EA	FSIC CONST. CORE	23-030-ICX		SCH
1	EA	FSIC CORE	23-030	626	SCH
1	EA	OH STOP & HOLDER	100H	630	GLY
1	EA	SURFACE CLOSER	4031 H	689	LCN
2	EA	SILENCER	SR64	GRY	IVE

Hardware Group No. 13

Provide each PR door(s) with the following:

Qty		Description	Catalog Number	Finish	Mfr
6	EA	HW HINGE	5BB1HW 4.5 X 4.5 NRP	630	IVE
1	SET	CONST LATCHING BOLT	FB51P	630	IVE
1	EA	DUST PROOF STRIKE	DP1	626	IVE
1	EA	FIRE EXIT HARDWARE	9875-L-F-996-03	630	VON
1	EA	COORDINATOR	COR X FL	628	IVE
2	EA	SURFACE CLOSER	4031 SCUSH	689	LCN
1	EA	SEAL	8144FS PSA	BLK	ZER
1	EA	ASTRAGAL	555FS X 55FS	ALM	ZER
2	EA	DOOR SWEEP	8193AA PSA	ALM	ZER
1	EA	THRESHOLD	546	ALM	ZER

END OF SECTION



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SECTION 08 80 00

GLASS AND GLAZING

PART 1 GENERAL

1.1 GENERAL REQUIREMENTS

- A. Work of this Section, as shown or specified, shall be in accordance with the requirements of the Contract Documents.

1.2 LEED BUILDING - GENERAL REQUIREMENTS

- A. The City of New York requires the Contractor to implement practices and procedures to meet the project's environmental goals, which include achieving a LEED™ Silver Green Building rating. Specific project goals which may impact this area of work are listed in the applicable paragraphs of this specification section. The Contractor shall ensure that the requirements related to these goals, 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.

1.3 SECTION INCLUDES

- A. Work of this Section includes all labor, materials, equipment and services necessary to complete the glass and glazing as shown on the drawings and/or specified herein, including but not limited to glazing of the following:
 1. Windows.
 2. Doors.
 3. Entrances.
 4. Storefront framing.
 5. Interior partitions.
 6. Interior borrowed lites.
 7. Interior mirrors, frameless.

1.4 RELATED SECTIONS

- A. Windows - Section 085113.



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- B. Entrances and storefronts - Section 084313.
- C. Framed mirrors - Section 102800.

1.5 REFERENCES

- A. Comply with the recommendations of the following references unless more stringent requirements are indicated herein.
 - 1. FGMA Publications: FGMA Glazing Manual.
 - 2. AAMA Publications: AAMA TIR-A7 Sloped Glazing Guidelines and Glass Design for Sloped Glazing.
 - 3. LSGA Publications: LSGA Design Guide.
 - 4. SIGMA Publications: TM-3000 Vertical Glazing Guidelines and TB-3001 Sloped Glazing Guidelines.
 - 5. Safety Glass: Products complying with ANSI Z97.1 and testing requirements of 16 CFR Part 1201.
 - 6. Fire-Resistive Glazing Products for Door Assemblies: Products identical to those tested per ASTM E 152, labeled and listed by UL or another testing and inspecting agency acceptable to authorities having jurisdiction.
 - 7. Fire-Resistive Glazing Products for Window Assemblies: Products identical to those tested per ASTM E 163, labeled and listed by UL or another testing and inspecting agency acceptable to authorities having jurisdiction.
 - 8. 16 CFR 1201, Safety Standards for Architectural Glazing, Sealed Insulating Glass Manufacturing Association.
 - 9. ASTM C 920, Elastomeric Joint Sealant.
 - 10. SAFETY ANSI Z97.1.
 - 11. Fire Resistant ASTM E 152.
 - 12. Insulating Glass Criteria - IGCC International Glass Cert. Council.

1.6 PERFORMANCE REQUIREMENTS

- A. General: Provide glazing systems capable of withstanding normal thermal movement and wind 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 Engineering: Glass thicknesses indicated on drawings and/or specified herein 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. Specified Design Wind Loads: 30 psf or greater if required by Code.
 2. Probability of Breakage for Vertical Glazing:
 - a. 8 lites per 1000 for lites set vertically or not more than 15 degrees off vertical and under wind action.
 - b. 1 lite per 1000 for lites installed 15 degrees from the vertical and under wind action.
 - c. Load Duration: 60 seconds or less.
 3. Maximum Lateral Deflection: For glass supported on all four edges, provide thickness required that limits center deflection at design wind pressure to 1/100 times the short side length or 0.5", whichever is less.
 4. Thermal Movements: Provide glazing that allows for thermal movements resulting from the following maximum change (range) in ambient and surface temperatures acting on glass framing members and glazing components. Base engineering calculation on surface temperatures of materials due to both solar heat gain and nighttime-sky heat loss.
 - a. Temperature Change (Range): 120 deg. F ambient; 180 deg F, material surfaces.
 5. Thermal Solar Performance: See Article 2.2 herein.
- C. Glass units shall be annealed, heat strengthened, fully tempered or laminated where required to meet wind and/or snow loads and safety glazing requirements, as shown, specified or recommended by the glass fabricator and as required by the prevailing Building Code.

1.7 SUBMITTALS

- A. LEED BUILDING Submittal Requirements: The contractor or subcontractor shall submit the following LEED BUILDING certification items:
1. Material cost breakdowns, submitted in the format of the ENVIRONMENTAL BUILDING MATERIALS CERTIFICATION FORM, per Section 018113 - 1.5.C (Sustainable Design Requirements) of these specifications.
 2. Additional information to complete the ENVIRONMENTAL BUILDING MATERIALS CERTIFICATION FORM, as requested by the Commissioner.



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3. Letters of Certification, Product Cut Sheets, Material Safety Data Sheets, or other items to support the information provided in the ENVIRONMENTAL BUILDING MATERIALS CERTIFICATION FORM, as requested by the Commissioner.
 4. Material Safety Data Sheets, for all applicable products. 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).
 5. The LEED BUILDING Submittal information shall be assembled into one package per specification section (or per subcontractor), and sent to the Commissioner for review.
- B. Product Data: Submit manufacturer's printed product data, specifications, standard details, glazing instructions, use limitations and recommendations for each material used. Provide certifications that materials and systems comply with specified requirements, including performance requirements.
- C. Submit compatibility and adhesion test reports from sealant manufacturer indicating materials were tested for compatibility and adhesion with glazing sealant, as well as other glazing materials including insulation units.
- D. Initial Selection Samples: Submit samples of each glass and glazing material showing complete range of colors, textures, and finishes available for each material used.
1. Submit complete range of samples of standard colors and patterns for ceramic frits at insulating glass.
 2. Submit complete range of samples of sandblasted glass showing variations of grits and opacity achieved.
- E. Verification Samples: Submit representative samples of each glass and glazing material that is to be exposed in completed work. Show full color ranges and finish variations expected. Provide glass samples having minimum size of 144 sq. in. and 6 in. long samples of sealants and glazing materials; all samples shall bear the name of the manufacturer, brand name, thickness, and quality.
- F. Calculations: Provide wind load charts, calculations, thermal stress analysis, and certification of performance of this work. Indicate how design requirements for loading and other performance criteria have been satisfied. Document shall be signed and sealed by a Professional Engineer licensed in the State of New York.
- G. Test Reports: Provide certified reports for specified tests.
- H. Warranties: Provide written warranties as specified herein.



1.8 QUALITY ASSURANCE

- A. Source: For each glass and glazing type required for work of this Section, provide primary materials which are products of one manufacturer. Provide secondary or accessory materials which are acceptable to manufacturers of primary materials.
- B. The manufacturer providing the material or equipment specified in this section must, for the past five (5) years, have been regularly engaged in the manufacture of material or equipment similar in type to that required for this Project. Such similar material or equipment provided by the manufacturer must have been in satisfactory service for not less than five (5) years. The contractor or subcontractor performing the work of this section must, within the last five (5) consecutive years prior to the bid opening, have successfully completed in a timely fashion at least three (3) projects similar in scope and type to the required work.
- C. Glass Thickness: Glass thicknesses shown on drawings and/or specified herein are minimum thicknesses. Determine and provide size and thickness of glass products that are certified to meet or exceed performance requirements specified in this Section.
- D. Glazing Publications: Comply with published recommendations of glass product manufacturers and organizations below, unless more stringent requirements are indicated.
 - 1. GANA Publications: GANA'S "Glazing Manual" and "Laminated Glass Design Guide."
 - 2. IGMA Publications: IGMA TM-3000, "Vertical Glazing Guidelines for Sealed Insulating Glass Units."
- E. Safety Glazing Products: Comply with testing requirements in 16 CFR 1201 and, for wired glass, ANSI Z97.1.
 - 1. Subject to compliance with requirements, obtain safety glazing products permanently marked with certification label of the Safety Glazing Certification Council.
 - 2. Where glazing units, including Kind FT glass and laminated glass, are specified in Part 2 articles for glazing lites more than 9 sq. ft. in exposed surface area of one side, provide glazing products that comply with Category II materials, for lites 9 sq. ft. or less in exposed surface area of one side, provide glazing products that comply with Category I or II materials, except for hazardous locations where Category II materials are required by 16 CFR 1201 and regulations of authorities having jurisdiction.
- F. Insulating Glass Certification Program: Permanently marked on spacers with appropriate certification label of the following testing and inspecting agency:
 - 1. Insulating Glass Certification Council.
 - 2. Associated Laboratories, Inc.
 - 3. Insulating Glass Manufacturers Alliance.
- G. Manufacturer shall be ISO 9001-2000 Certified.



1.9 TESTS

- A. **Preconstruction Sealant Test:** Submit samples of materials to be used to glazing sealant manufacturer to determine sealant compatibility. Include samples of glass, gaskets, glazing materials, framing members, and other components and accessories of glazing work. Test in accordance with ASTM C 794 to verify what type of primers (if any) are required to ensure sealant adhesion to substrates.
1. Submit minimum of nine pieces of each type and finish of framing member, and nine pieces of each type, class, kind, condition, and form of glass, including monolithic, laminated, and insulating glass for adhesion tests.
 2. Provide manufacturer's written report and recommendations regarding proper installation.

1.10 PROJECT CONDITIONS

- A. **Weather:** Perform work of this Section only when existing or forecasted weather conditions are within limits established by manufacturers of materials and products used.
- B. **Temperature Limits:** Install sealants only when temperatures are within limits recommended by sealant manufacturer, except, never install sealants when temperatures are below 40 deg. F.

1.11 DELIVERY, STORAGE AND HANDLING

- A. Deliver materials and products in unopened, factory labeled packages. Store and handle in strict compliance with manufacturer's instructions and recommendations and GANA Manual.
1. Protect materials from moisture, sunlight, excess heat, sparks and flame.
 2. Sequence deliveries to avoid delays, but minimize on-site storage.

1.12 WARRANTIES

- A. **General:** Warranties shall be in addition to, and not a limitation of, other rights the City of New York may have under the Contract Documents.
- B. **Manufacturer's Special Project Warranty on Coated Glass Products:** Provide written warranty signed by manufacturer of coated glass agreeing to furnish f.o.b. point of manufacture, within specified warranty period indicated below, replacements for those coated glass units which develop manufacturing defects. Manufacturing defects are defined as peeling, cracking or deterioration in metallic coating due to normal conditions and not due to handling or installation or cleaning practices contrary to glass manufacturer's published instructions.
1. **Warranty Period:** Manufacturer's standard but not less than five (5) years after date of substantial completion.



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- C. **Manufacturer's Special Project Warranty on Insulating Glass:** Provide written warranty signed by manufacturer of insulating glass agreeing to furnish f.o.b. point of manufacture, freight allowed project site, within specified warranty period indicated below, replacements for those insulating glass units developing manufacturing defects. Manufacturing defects are defined as failure of the hermetic seal of air space (beyond that due to glass breakage) as evidenced by intrusion of dirt or moisture, internal condensation or fogging, deterioration of protected internal glass coatings, if any, and other visual indications of seal failure or performance; provided the manufacturer's instructions for handling, installing, protecting and maintaining units have been complied with during the warranty period.
1. **Warranty Period:** Manufacturer's standard but not less than ten (10) years after date of substantial completion.
- D. **Manufacturer's Special Project Warranty on Laminated Glass:** Manufacturer's standard form, made out to City of New York and signed by laminated glass manufacturer agreeing to replace laminated glass units that deteriorate, f.o.b. the nearest shipping point to Project site, within specified warranty period indicated below.
1. **Warranty period** five (5) years from date of Substantial Completion.

PART 2 PRODUCTS

2.1 ACCEPTABLE MANUFACTURERS/FABRICATORS

- A. All glass and glazing used at the exterior of the Project shall be manufactured by the same manufacturer. The same manufacturer and the same furnace shall be used for all tempered and heat strengthened glass used throughout the project. Acceptable manufacturers include the following:
1. PPG Industries.
 2. Guardian Industries.
 3. Pilkington.
 4. AFG.
 5. JE Berkowitz, LP.
 6. Viracon.

2.2 GLASS MATERIALS AND PRODUCTS

- A. **Clear Float Glass:** ASTM C 1036, Type I (Transparent, Flat), Class I (Clear), Quality q3, minimum 1/4" thick.
- B. **Clear Tempered Glass:** ASTM C 1048, Condition A (Uncoated), Type I (Transparent, Flat), Class I (Clear), Quality q3, Kind FT, minimum 1/4" thick. Tempered glass must



be certified by SGCC to meet applicable standards. Tempered glass shall also conform to the following:

1. Length and Width: For 2.9 mm to 6.0 mm; +/-1.6 mm.
 2. Diagonal: +/- 3.0 mm.
 3. Edgework: Belt seaming or diamond wheels. 1.5 mm seam of upper and lower glass edges. No sharp edges.
 4. Corners: No more than 3.0 mm from square.
 5. Float Glass Defects: Must meet the requirements of ASTM C 1036. The most common defects are scratches, stones gaseous bubbles and edge chips. Tables in the glass standards have limits for size/quantity of defects.
 6. Tempered glass shall have a minimum surface compression of 10,000 psi.
 7. Tempered glass to be heat-treated by horizontal (roller hearth) process with inherent roller-wave distortion parallel to the bottom edge of the glass when installed.
 8. Flatness Tolerances
 - a. Roller-Wave or Ripple: The deviation from flatness at any peak shall be targeted not exceed 0.003" as measured per peak to valley for 1/4" (6mm) thick glass.
 - b. Bow and Warp: The bow and warp tolerances shall not exceed 1/32" per linear foot.
 - c. Fully tempered glass shall be heat soaked to EN 14179-1:2005-European Heat Soaking Standard.
- C. Low 'E' Coated Glass: Provide high-performance, clear, metallic coating, equal to Sungate 500, as manufactured by PPG. Provide Low 'E' coating which has the following performance characteristics when applied to the No. 2 surface of 1" insulating units.
- D. Laminated Safety Glass: Provide two glass panes of equal thickness, laminated together with a polyvinyl butyl interlayer, conform to ASTM C 1172, and as follows:
1. Interlayer Color: Clear.
 2. Interlayer Material: Provide Monsanto "Saflex" or DuPont "Butacite," 0.030" thick at vertical applications, and 0.060" thick at sloped or horizontal applications.
 3. Minimum thickness of 1/4".
- E. Patterned Glass: Provide ceramic frit patterned glass in custom colors and patterns as selected by the Commissioner, minimum thickness of 1/4". Ceramic frit glass shall meet requirements specified herein for ceramic frit spandrel glass.

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- F. Insulating Glass: Insulated glass composition shall consist of 1/4" clear exterior lite of float (or tempered, where required) glass with Low E coating on No. 2 face, 1/2" air space and 1/4" clear interior lite of float (or tempered, where required) glass. Provide factory assembled units of organically sealed panes of glass enclosing a hermetically sealed dehydrated air space, complying with ASTM E 2190, and as follows:
1. Insulating glass units shall comply with the following NYC Energy code requirements:
 - a. U-value = 0.50 max
 - b. SHGC = 0.40 max
 2. Sealing System: Dual Seal.
 3. Primary Sealant: Polyisobutylene.
 4. Secondary Sealant: Silicone, General Electric IGS 3204 or IGS 3100, or Dow Corning 982.
 - a. For structurally glazed IG units, secondary seal shall conform to ASTM C 1249.
 5. Primary and secondary seals shall not contain voids and must be continuously bonded to the glass structure.
 6. Spacer: Clear finish aluminum with welded, soldered, or bent corners, hollow tube types, filled with low nitrogen absorption desiccant.
 7. Desiccant: Molecular sieve, silica gel, or blend of both.
 8. Air Space Thickness: 1/2"
 9. Glass Thickness: 1/4" minimum.
 10. Units shall be certified for compliance with seal classification "CBA" by the Insulating Glass Certification Council (IGCC) or by IGMA, and tested in accordance with the above ASTM Test Methods.
 11. Insulating glass shall conform to the following tolerances:
 - a. Length and Width: + 3.0 mm/ -2.0 mm.
 - b. Diagonal: +/- 3.0 mm.
 - c. Thickness: As agreed +/- 1.0 mm.
 - d. Edge-Deletion of Coating: Minimum 8 mm wide. Width of deletion must be more than the width of the secondary seal. Silver layer(s) must be completely removed. Appearance must be uniform.
 - e. Primary PIB Seal: Must be complete with no breaks. Appearance must be uniform. PIB bead must overlap coating. No visible bright line when glass is viewed in transmission. The width of the PIB bead shall be 4.0 mm + 3.0/ - 1.5 mm.



- f. Secondary Seal: Nominal 6 mm + 3.0/ - 1.5 mm. The minimum width of the secondary silicone seal for IG units that are glazed structurally must be determined according to ASTM C 1249. The secondary seal must be uniformly applied without bubbles, cavities or gaps. Avoid excess sealant that will need to be trimmed off later.
12. Additional requirements and properties for primary and secondary insulating glass seals and spacers:
- a. All glass units shall comply with IGMA Guidelines which limits the dimension of the visible edge seal encroachment into the vision area to be no greater than the "sightline infringement of 3mm (0.12").
 - b. Insulating glass unit hermetic seal to consist of butyl primary and silicone secondary seals with bent, welded, or soldered interpane spacer corners; keyed corners are not acceptable unless also soldered or welded. Spacers shall be aluminum or stainless steel. Locate spacer joint at the top or sides of the units, but in no instances at the sill. Design units to minimize the number of spacer joints. Provide solid keys, embedded in butyl sealant on all four sides, at spacer joints.
 - c. Hermetic seals must be continuous and intimately bonded to both lites of glass. Provide primary seal of uniform depth with a nominal width of 1/8 to 3/16 in. Hermetic seals shall not be contaminated with debris, fingerprints, or other foreign matter and shall not contain voids or air pockets that decrease the width of the seal below the minimum widths listed in these Specifications, or that breach the seal. The width of the primary seal shall not be less than 1/16 in., and the total cumulative length of the primary seal between 1/16 in. and 1/8 in. shall be less than 12 in. in any one insulating glass unit. The primary seal shall not have a reduced thickness at the corners. An increased thickness of the primary seal at the corners is acceptable.
 - d. Provide secondary seal of uniform depth with a nominal width of 1/4 in. Provide a total width of the primary and secondary seal of 1/2 in. Units shall carry CBA rating as established by ASTM E774 and shall meet SIGMA 65-7-2, latest edition. Units shall not contain breather or capillary tubes or similar penetrations.
- G. Frameless Mirrors: 1/4", Quality q2, clear float glass with silver, copper, and organic coating, and as follows:
1. Edges: Uniformly ground and polished.
- H. Glass in Interior Partitions: 1/2" clear tempered glass.
- 2.3 GLAZING MATERIALS AND PRODUCTS
- A. General: Provide sealants and gaskets with performance characteristics suitable for applications indicated. Ensure compatibility of glazing sealants with insulating glass sealants, with laminated glass interlayers, and with any other surfaces in contact.

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- B. General Glazing and Cap Bead Sealant: Provide sealant with maximum Shore A hardness of 50. Provide one of the following:
1. Dow Corning 795.
 2. General Electric Silglaze N 2500 or Contractors SCS-1000.
 3. Tremco Spectrem 2.
- C. Weather Seal Sealant: Provide non-acid curing sealant with movement range $\pm 50\%$, ASTM C 719. Provide one of the following:
1. Dow Corning 795.
 2. General Electric Silpruf.
 3. Tremco Spectrem 2.
- D. Backer Rod: Closed cell non-gassing polyethylene rod with rod diameter 25% wider than joint width.
- E. Dense Elastomeric Compression Seal Gaskets: Provide molded or extruded neoprene or EPDM gaskets, Shore A hardness of 75 ± 5 for hollow profile, and 60 ± 5 for solid profiles, ASTM C 864.
- F. Cellular, Elastomeric Preformed Gaskets: Provide extruded or molded closed cell, integral-skinned neoprene, Shore A 40 ± 5 , and 20% to 35% compression, ASTM C 509; Type II.
- G. Preformed Glazing Tape: Provide solvent-free butyl-polyisobutylene rubber with 100% solids content complying with ASTM C1281 AAMA A 800 with integral continuous EPDM shim. Provide preformed glazing tape in extruded tape form. Provide Tremco "Polyshim II" or approved equal.
- H. Setting Blocks: Provide 100% or silicone blocks with Shore A hardness of 80-90. Provide products certified by manufacturer to be compatible with silicone sealants. Length to be not less than 4". Width for setting blocks to be $1/16$ " more than glass thickness and high enough to provide the lite recommended by glass manufacturer. When thickness of setting block exceeds $3/4$ " the glass manufacturer must be consulted for sizes and configuration. In a vented system, setting block shall be designed so as to not restrict the flow of water within the glazing rabbet to the weep holes.
1. Shims: For shims used with setting blocks, provide same materials, hardness, length and width as setting blocks.
 2. Structural Silicone Glazing: Provide silicone setting blocks where structural silicone occurs at sills and at insulating units with silicone edge seals.
- I. Edge Blocks: Provide neoprene or silicone as required for compatibility with glazing sealants. Provide blocks with Shore A hardness of 55 ± 5 .



- J. Spacers: Elastomeric blocks or continuous extrusions with a Shore A durometer hardness required by glass manufacturer to maintain glass lites in place.
- K. Miscellaneous Glazing Materials: Provide sealant backer rods, primers, cleaners, and sealers of type recommended by glass and sealant manufacturers.
- L. Mirror Adhesive: Palmer's "Mirro-Mastic", or approved equal; mastic must be compatible with mirror backing.
 - 1. Clips: No. 4 finish Type 304 stainless steel.

2.4 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.

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, squareness, and offsets at corners.
 - 2. Presence and functioning of weep system.
 - 3. Minimum required face or edge clearances.
 - 4. 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 GENERAL GLAZING STANDARDS

- A. Install products using the recommendations from the manufacturer of glass, sealants, gaskets and other glazing materials, except where more stringent requirements are indicated, including those in the "GANA Glazing Manual".



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- B. Verify that Insulating Glass (IG) Unit secondary seal is compatible with glazing sealants.
- C. Install glass in prepared glazing channels and other framing members.
- D. Install setting blocks in rabbets as recommended by referenced glazing standards in "GANA Glazing Manual" and "IGMA Glazing Guidelines".
- E. Provide bite on glass, minimum edge and face clearances and glazing material tolerances recommended by "GANA Glazing Manual".
- F. Provide weep system as recommended by "GANA Glazing Manual".
- G. Set glass lites in each series with uniform pattern, draw, bow and similar characteristics.
- H. Distribute the weight of glass unit along the edge rather than the corner.
- I. Comply with manufacturers and referenced industry standards on expansion joint and anchors; accommodating thermal movement; glass openings; use of setting blocks, edge, face, and bite clearances; use of glass spacers; edge blocks and installation of weep systems.
- J. Protect glass edge damage during handling and installation.
- K. Prevent glass from contact with contaminating substances that result from construction operations, such as weld spatter, fireproofing or plaster.
- L. Remove and replace glass that is broken, chipped cracked or damaged in any way.

3.4 GLAZING

- A. Glazing channel dimensions, as indicated on Shop 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.
- B. Protect glass edges from damage during handling and installation. Remove damaged glass from Project site and legally dispose of off Project site. Damaged glass is glass with edge damage or other imperfections that, when installed, could weaken glass and impair performance and appearance.
- C. Apply primers to joint surfaces where required for adhesion of sealants, as determined by preconstruction sealant-substrate testing.
- D. 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. Install setting blocks at the one greater points of each lite along the horizontal mullion.
- E. Do not exceed edge pressures stipulated by glass manufacturers for installing glass lites.



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- F. Provide spacers for glass lites where the length plus width is larger than 50 inches 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 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.
- G. 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.
- H. Set glass lites in each series with uniform pattern, draw, bow, and similar characteristics.
- I. 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.
- J. 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.
- K. Flush Glazing
1. If the butt joint in the metal framing is in the vertical direction, the glazier shall run the tape initially on the head and sill members going directly over this joint. Should the butt joint in the metal framing run horizontally, tapes must first be applied to the jambs so that it crosses over the joint.
 2. Each tape section shall butt the adjoining tape and be united with a tool to eliminate any opening.
 3. Do not overlap the adjoining length of tape or rubber shim as this will prevent full contact around the perimeter of glass.
- L. Off-Set Glazing
1. Where the glazing legs are off-set, the difference in the rabbet width shall be compensated by employing different glazing tapes with different diameter shims. The difference in shim shall be equal to the size of the off-set. The thinner tape shall be positioned first on the glazing leg closest to the interior. The thicker tape shall be cut to the exact length of the dimension between the applied tapes, and installed on the outermost glazing leg.



2. Immediately prior to setting glass, paper backing shall be removed. Apply a toe bead of sealant 6" in each direction, from each corner.
3. Locate setting blocks in the sill member at quarter points, or if necessary to within 6" of each corner. Setting blocks must be set equal distance from center line of the glass and high enough to provide the recommended bite and edge clearances.
4. Set edge block according to glass manufacturer's recommendations.
5. Set Glass: The glass shall be pressed firmly against the tape to achieve full contact.
6. In a vented system, apply a heel bead (air seal) of sealant around the perimeter of glass, between the sole of the I.G. unit and the base of the rabbet of the metal framing developing a positive bond to the unit and to the metal framing. The bead of the sealant shall be deep enough so that it will partially fill the channel to a depth of 1/4" between the glass edge and the base of the metal framing rabbet.
7. Interior stops shall be set, and glazing tape spline for the appropriate face clearance shall be rolled into place, compressing the glass to the shim within the glazing tape.

3.5 TAPE GLAZING

- A. Position tapes on fixed stops so that, when compressed by glass, their exposed edges are flush with or protrude slightly above sightline of stops.
- B. Install tapes continuously, but not necessarily in one continuous length. Do not stretch tapes to make them fit opening.
- C. Where framing joints are vertical, cover these joints by applying tapes to heads and sills first and then to jambs. Where framing joints are horizontal, cover these joints by applying tapes to jambs and then to heads and sills.
- D. Place joints in tapes at corners of opening with adjoining lengths butted together, not lapped. Seal joints in tapes with compatible sealant approved by tape manufacturer.
- E. Do not remove release paper from tape until just before each glazing unit is installed.
- F. Apply heel bead of elastomeric sealant as recommended by glass manufacturer or glass frame manufacturer.
- G. Center glass lites in openings on setting blocks and press firmly against tape by inserting dense compression gaskets formed and installed to lock in place against faces of removable stops. Start gasket applications at corners and work toward centers of openings.
- H. Apply cap bead of elastomeric sealant over exposed edge of tape where noted on approved shop drawings.



3.6 GASKET GLAZING (DRY)

- A. Fabricate compression gaskets in lengths recommended by gasket manufacturer to fit openings exactly, with stretch allowance during installation.
- B. Insert soft compression gasket between glass and frame or fixed stop so it is securely in place with joints miter cut and bonded together at corners.
- C. Center glass lites in openings on setting blocks and press firmly against soft compression gasket by inserting dense compression gaskets formed and installed to lock in place against faces of removable stops. Start gasket applications at corners and work toward centers of openings. Compress gaskets to produce a weathertight seal without developing bending stresses in glass. Seal gasket joints with sealant recommended by gasket manufacturer.
- D. Install gaskets so they protrude past face of glazing stops.

3.7 SEALANT GLAZING (WET)

- A. Install continuous spacers, or spacers combined with cylindrical sealant backing, between glass lites and glazing stops to maintain glass face clearances and to prevent sealant from extruding into glass channel and blocking weep systems until sealants cure. Secure spacers or spacers and backings in place and in position to control depth of installed sealant relative to edge clearance for optimum sealant performance.
 - 1. Exterior glazing gasket shall be set a minimum of 1/8" below exterior glazing stop to create a channel for sealant installation.
- B. Force sealants into glazing channels to eliminate voids and to ensure complete wetting or bond of sealant to glass and channel surfaces.
- C. Tool exposed surfaces of sealants to provide a substantial wash away from glass.

3.8 FRAMELESS MIRRORS

- A. Apply mastic to back of mirror "pats" spaced 4 pats/sq. ft.; adjust mirror so that it is plumb and in place to avoid distortion of reflecting images. Allow 1/8" space between back of mirror and wall surface.
 - 1. Apply "pats" using electric applicator.
- B. Apply stainless steel clips at mirror top and bottom; securely clip to substrate using non-corrosive anchors. At drywall back-up anchors must be secured to studs or steel wallplate spanning from stud to stud.

3.9 PROTECTION AND CLEANING

- A. Protect exterior 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.



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- 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. Examine glass surfaces adjacent to or below exterior concrete and other masonry surfaces at frequent intervals during construction, but not less than once a month, for build-up of dirt, scum, alkaline deposits, or stains; remove as recommended by glass manufacturer.
- D. Remove and replace glass that is broken, chipped, cracked, abraded, or damaged in any way, including natural causes, accidents, and vandalism, during construction period.
- E. Clean excess sealant or compound from glass and framing members immediately after application, using solvents or cleaners recommended by manufacturers.
- F. Glass to be cleaned according to:
 - 1. GANA Glass Information Bulletin GANA 01-0300 – “Proper Procedure for Cleaning Commissionerural Glass Products”.
 - 2. GANA Glass Informational Bulletin GANA TD-02-0402 – “Heat Treated Glass Surfaces are Different”.
- G. Do not use razor blades, scrapers or metal tools to clean glass.

END OF SECTION



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SECTION 092400

EXTERIOR LATH AND PLASTER

PART 1 GENERAL

1.1 GENERAL REQUIREMENTS

- A. Work of this Section, as shown or specified, shall be in accordance with the requirements of the Contract Documents.

1.2 SECTION INCLUDES

- A. Work of this Section includes all labor materials, equipment, and services necessary to complete the lath and plaster as shown on the drawings and/or specified herein, including, but not limited to, the following:
 - 1. Suspended metal lath and suspension system.
 - 2. Self-furring metal lath over masonry or sheathing back-up.
 - 3. Portland cement lime stucco plaster for exterior soffits and wall surfaces.
 - 4. Accessories.

1.3 RELATED SECTIONS

- A. Masonry - Section 042000.
- B. Metal deck - Section 053000.
- C. Cold formed metal framing - Section 054000.

1.4 QUALITY ASSURANCE

- A. Qualifications of Installers: For actual installation of lath and plaster, use only skilled journeyman plasterers with a minimum 3 years' experience who are completely familiar with the referenced standards and with the requirements for this work.
- B. Standards
 - 1. Comply with ASTM C 926, Specifications for Application of Portland-Cement-Based Plaster.
 - 2. Comply with ASTM C 1063, Specifications for Installation of Lathing and Furring to receive Interior and Exterior Portland-Cement-Based Plaster.
 - 3. Comply with minimum standards of ASTM C 847, Standard Specification for Metal Lath; galvanizing shall be G90 coating.



4. Comply with ASTM B 69, Standard Specification for Rolled Zinc.
 5. National Lime Association recommendations and standards.
 6. Portland Cement Association's "Plasterer's Manual."
- C. Allowable Tolerances: For flat surfaces, do not exceed 1/8" in 10'-0" for bow or warp of surface, and for plumb or level.
- D. Plaster ceiling and soffit assemblies shall be fabricated and installed so that deflection of plaster surfaces does not exceed L/360.
- E. Plaster wall assemblies shall be fabricated and installed so that deflection of plaster surfaces does not exceed L/360 when subject to a lateral load of 30 psf.

1.5 SUBMITTALS

- A. **Materials List:** Before any lath and plaster materials are delivered to the job site, submit to the Architect a complete list of all materials proposed to be furnished and installed under this portion of the Work, Samples of all accessories, and copies of the manufacturer's current recommendations as to methods and installation.
- B. **Shop Drawings:** Submit shop drawings of furring and lathing framing and control joint locations. Shop drawings shall detail the installation of lath, including lath discontinuity, lath fastening and fastener support requirements.
- C. **Samples:** Submit 12" x 12" sample panels of plaster showing finish described herein including each color required.
- D. **Mock-Up:** Construct 4' x 4' mock-up of plaster finish on CMU back-up at the job site. Adjust mock-up until it meets with Architect's approval. Approved mock-up shall become the standard to which all cement plaster work must conform.

1.6 PRODUCT HANDLING

- A. **General**
1. Deliver all manufactured products to the site in their original unopened containers with all labels intact and legible at the time of use.
 2. Do not permit scattering of materials or equipment but use all means necessary to ensure neatness of the site and structure at all times.
 3. Perform all cleaning of tools and equipment only in the areas set aside for that purpose.
- B. **Protection:** Use all means necessary to protect the materials of this Section before, during, and after installation, and to protect the installed work and materials of all other trades. Store all materials off the ground



- C. Replacements: In the event of damage, immediately make all repairs and replacements necessary.

1.7 JOB CONDITIONS

- A. Do not apply plaster when ambient temperature is less than 32 deg. F., or when less than 40 deg. F. and falling.
- B. In hot weather (above 75 deg. F.) protect cement plaster from direct sunlight and wind until fully cured.
- C. Protect contiguous work from soiling, spattering, moisture, deterioration and other harmful effects which might result from plastering.

PART 2 PRODUCTS

2.1 METAL PRODUCTS

- A. Lath
 - 1. For wall surfaces, provide 3.4 lb. galvanized, paper-backed, self-furring junior diamond mesh made by U.S. Gypsum Co., or approved equal complying with ASTM C 847 with G90 galvanized steel coating.
 - 2. Lath shall be paper backed over wall sheathing only.
 - 3. Lath shall be self-furring over CMU and/or concrete back up.
- B. Main Carrying Channels (for Soffit): Provide 1-1/2" cold rolled galvanized steel carrying channels weighing 475 lbs. per 1000 lin. ft. Space channels 3'-0" o.c.
- C. All galvanizing shall be hot-dip galvanizing conforming to ASTM A 653, G90 coating.

2.2 ACCESSORIES

- A. Two-Piece Control Joints: Manufacturer's standard roll formed pair of zinc alloy casing beads with modified back flanges providing positive slip joint action and dust barrier, adjustable for joint width variation of 1/8" to 5/8".
 - 1. The Contractor may, at his option, provide "Double J" (XJ-15) expansion joint fabricated of hot dipped galvanized steel made by California Expanded Metal Lath Products Co., or approved equal.
- B. Corner and Casing Beads: Provide expanded flange beads at all plaster terminations of zinc alloy material; conforming to ASTM B 69, manufactured by U.S. Gypsum Co., or approved equal.
- C. Other Accessories: Provide furring brackets, fasteners and other accessories for complete plaster installation fabricated of galvanized steel meeting standards noted above.



1. Fasteners shall be hot dip galvanized steel self-drilling screws for attaching to metal.

2.3 PORTLAND CEMENT/LIME STUCCO SYSTEM

A. Materials

1. Portland Cement: ASTM C 150, Types 1.
2. Hydrated Lime: ASTM C 206, Type S.
3. Aggregate (sand): ASTM C 144 with the following gradation:

Sieve Size #	Percentage Passing Each Sieve
8	100%
16	60-90%
30	35-70%
50	10-30%
100	0-5%

4. Water: All water must be fit to drink.

B. Assembly

1. Brown and Scratch Coat: Monobase BC Concentrate by Sidercrete or approved equal.
2. Finish Coat Mix: Factory prepared stucco finish containing all necessary materials except water equal to Monobase _ BC Marblestone by Sidercrete or approved equal.
3. Unacceptable Additives: Do not use air-entraining admixtures in any stucco mixes.

PART 3 EXECUTION

3.1 INSPECTION

- A. Examine the areas and conditions where lath and plaster is to be installed and correct any conditions detrimental to the proper and timely completion of the work. Do not proceed with the work until unsatisfactory conditions are corrected to permit proper installation of the work.

3.2 LATH APPLIED OVER WALL SURFACES

- A. Lap lath 1" at ends and 2" at laps. Fasten lath to masonry with 1" long nail drive anchor with 2" dia. galvanized plate equal to "Zamac Nailin" made by Rawl or approved equal space 8" o.c. both directions. Fasten lath through sheathing into metal



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stud supports using self tapping corrosion resistant sheet metal screws spaced 8" o.c. vertically at each stud.

3.3 INSTALLATION OF PLASTERING ACCESSORIES

- A. Anchor accessories to the plaster base or substrate 8" o.c. along each flange, by wire tying to lath.
- B. Miter or cope exposed portions of accessory items at corners, and install with tight joints. Spline splices to avoid offsets; conceal splines.
- C. Set exposed accessories plumb, level and true to line, with a tolerance of 1/8" in 10'-0". Shim as required and align units with adjoining work in a manner which will produce the best possible visual effect.
- D. Install metal casing beads where shown and at the following locations:
 - 1. At openings and terminations of plaster finish where otherwise edge of plaster would be exposed.
 - 2. Where plaster abuts adjacent wall.
 - 3. Where plaster abuts other finish, and termination is not lapped by other finish.
- E. Install control joints where indicated on approved shop drawings; space control joints in accordance with ASTM C 1063. Control joints shall limit the maximum panel area to 144 sq. ft. with a maximum aspect ratio of 2 to 1.
 - 1. Mount control joint flanges by 18 ga. wire-ties to the lath only.

3.4 GENERAL PLASTERING REQUIREMENTS

- A. Mechanically mix plaster materials at the project site; do not hand mix except where small amounts are needed, using less than one bag of plaster material.
- B. Sequence plaster installation properly with the installation and protection of other work, so that neither will be damaged by the installation of other work.
- C. Cut out and replace all unbonded spots. Build in the work of others and do all cutting and patching of plaster in this connection. Where abutting other built-in materials, plaster shall be finished tightly against them and be neatly trimmed.
- D. Repair surface defects. Surfaces shall be within 1/32" to 1/16" of true plane.

3.5 CEMENT LIME STUCCO APPLICATION

- A. Environmental Conditions: Where there is not danger of freezing for a period of 48 hrs. after application and surface temperature can be maintained at 50 deg. F. during the hydration period, stucco work may proceed.
- B. Portland Cement Plaster



1. Portland cement plaster/lime stucco shall be thoroughly mixed and worked in small batches, and after mixing it shall be allowed to stand until initial set is about to begin, when it shall be reworked just prior to application.
2. Scratch coat shall be full and approx. 3/8" thick, applied with sufficient force to form good keys. Scratch coat shall be evenly cross-scratched upon attaining its initial set.
 - a. Surface mist the scratch coat with water four (4) times daily for 72 hours after application.
3. Brown coat shall be applied after the scratch coat has set. Apply with sufficient force to ensure tight contact with scratch coat. Thickness of brown coat shall be approx. 3/8". Bring brown coat to a true and even surface by floating or rodding. The brown coat shall be lightly scratched and broomed, shall be kept moist by surface misting with water four (4) times daily for 48 hours after application
4. Finish coat shall not be applied until the brown coat has seasoned for 7 days. Just before application of the finish coat, the brown coat shall again be evenly moistened with a fog spray for 48 hours. Thickness of finish coat shall be sufficient to secure texture required, but not less than 1/8".
 - a. After stirring to a homogeneous consistency, the finish shall be applied to the entire wall surface in a continuous application.
 - b. Finish shall be trowel or spray applied per manufacturer's application instructions.
 - c. Finish shall be moist cured immediately after placement as per ASTM C 926.
 - d. No additives shall be added under any circumstances.
 - e. Furnish color and texture to match approved sample.
5. Total thickness of plaster shall be no less than 1".

3.6 CUTTING AND PATCHING

- A. Cut, patch, point-up and repair plaster as necessary to accommodate other work and to restore work, free from cracks, dents and imperfections. Repair or replace work to eliminate blisters, buckles, and excessive crazing defects, including areas of the work which do not comply with specified tolerances, and where bond to the substrate has failed.
- B. Sand plaster lightly to remove trowel marks and arrises.



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3.7 CLEANING AND PROTECTION

- A. Promptly remove plaster from surfaces which are not to be plastered. Repair floors, walls and other surfaces which have been stained, marred or otherwise damaged during the plastering work. When plastering work is completed, remove unused materials, containers and equipment and clean floors of plaster debris.

END OF SECTION



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SECTION 09 29 00

GYPSUM DRYWALL

PART 1 GENERAL

1.1 GENERAL REQUIREMENTS

- A. Work of this Section, as shown or specified, shall be in accordance with the Contract Documents.

1.2 LEED BUILDING - GENERAL REQUIREMENTS

- A. The City of New York requires the Contractor to implement practices and procedures to meet the project's environmental goals, which include achieving a LEED™ Silver Green Building rating. Specific project goals which may impact this area of work are listed in the applicable paragraphs of this specification section. The Contractor shall ensure that the requirements related to these goals, 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.

1.3 SECTION INCLUDES

- A. Work of this Section includes all labor, materials, equipment, and services necessary to complete the gypsum drywall as shown on the drawings and/or specified herein, including, but not limited to, the following:
 - 1. Gypsum board work for partitions, ceilings, column enclosures, furring, and elsewhere where gypsum drywall work is shown on drawings.
 - 2. Metal supports for gypsum drywall construction.
 - 3. Acoustical insulation for gypsum drywall work.
 - 4. Sealant for gypsum drywall work.
 - 5. Concealed metal reinforcing for attachment of railings, toilet partitions and other items supported on drywall partitions and walls.
 - 6. Taping and finishing of drywall joints.
 - 7. Installing rings and frames in drywall surfaces for grilles, registers and lighting fixtures.
 - 8. Gypsum wallboard cants at beams and other projections over 2" deep in elevator shafts where adjoining wall is of gypsum wallboard construction.

9. Gypsum shaftwall construction.

10. Bracing and connections.

1.4 RELATED SECTIONS

- A. Thermal insulation - Section 072100.
- B. Hollow metal door frames - Section 081113.
- C. Access doors - Section 083113.
- D. Painting - Section 099000.
- E. LULA lift - Division 14.
- F. Rings for grilles, registers and light fixtures - Division 23 and 26.

1.5 QUALITY ASSURANCE

- A. The following standards, as well as other standards which may be referred to in this Section, shall apply to the work of this Section:
 - 1. The Gypsum Construction Handbook, latest edition, USG.
 - 2. Construction Guide, latest edition, National Gypsum.
 - 3. ASTM A 568 "Standard Specification for Steel, Sheet, Carbon, and High-Strength, Low-Alloy, Hot-Rolled and Cold-Rolled, General Requirements For"
 - 4. ASTM C 475 "Standard Specification for Joint Treatment Materials For Gypsum Wallboard Construction"
 - 5. ASTM C 645 "Standard Specification for Non-Structural Steel Framing Members"
 - 6. ASTM C 754 "Standard Specification for Installation of Steel Framing Members to Receive Screw Attached Gypsum Panel Products"
 - 7. ASTM C 840 "Standard Specification for Application and Finishing of Gypsum Board"
 - 8. ASTM C 919 "Standard Specification for Use of Sealants in Acoustical Applications"
 - 9. ASTM C 954 "Standard Specification for Steel Drill Screws For the Application of Gypsum Board or Metal Plaster Bases to Steel Studs From 0.033 in. to 0.112 in. in Thickness"
 - 10. ASTM C 1002 "Standard Specification for Steel Self-Piercing Tapping Screws For the Application of Gypsum Board"

11. ASTM C 1177 "Standard Specification for Glass Mat Gypsum Substrate for Use as Sheathing"
 12. ASTM C 1178 "Standard Specification for Glass Mat Water Resistant Gypsum Backing Board"
 13. ASTM C 1278 "Standard Specification for Fiber-Reinforced Gypsum Panel"
 14. ASTM C 1396 "Standard Specification for Gypsum Board"
 15. ASTM D 3273 "Standard Test Method for Resistance to Growth of Mold on the Surface of Interior Coatings in an Environmental Chamber"
- B. Allowable Tolerances: 1/32" offsets between planes of board faces, and 1/16" in 8'-0" for plumb, level, warp and bow.
- C. System Design Load
1. Provide drywall shaft systems for elevators designed and tested by manufacturer to withstand a lateral loading (air pressure) of 10 lbs. per sq. ft. for the maximum wall height required, and with deflection limited to L/240 of partition height.
 2. Provide standard drywall wall assemblies designed and tested by manufacturer to withstand a lateral load of 5 lbs. per sq. ft. for the maximum wall height required, and with deflection limited to L/240 of partition height.
 - a. Drywall assemblies with tile finish shall have a deflection limit of L/360.
 3. Provide drywall ceiling assemblies designed, fabricated and installed to have a deflection not to exceed L/360.
- D. Fire-Resistance Rating: Where gypsum drywall with fire resistance ratings are indicated, provide materials and installations which are identical with those of applicable assemblies tested per ASTM E 119 by fire testing laboratories, or to design designations in UL "Fire Resistance Directory" or in listing of other testing agencies acceptable to authorities having jurisdiction, and compliant with UL Test #2079; criteria for cycle movement for all field height wall sections requiring allowance for vertical deflection within framing details.
- E. Installer: Firm with not less than 3 years of successful experience in the installation of specified materials.
- F. For projects located in New York City, comply with New York City Section 32-05 of Chapter 32 of Title 1 of the Official Compilation of the Rules of the City of New York regarding "Impact Resistant Stair and Elevator Enclosures" when such enclosures are of gypsum drywall construction.

1.6 SUBMITTALS

- A. LEED BUILDING Submittal Requirements: The contractor or subcontractor shall submit the following LEED BUILDING certification items:
1. Material cost breakdowns, submitted in the format of the ENVIRONMENTAL BUILDING MATERIALS CERTIFICATION FORM, per Section 018113 - 1.5.C (Sustainable Design Requirements) of these specifications.
 2. Additional information to complete the ENVIRONMENTAL BUILDING MATERIALS CERTIFICATION FORM, as requested by the Commissioner.
 3. Letters of Certification, Product Cut Sheets, Material Safety Data Sheets, or other items to support the information provided in the ENVIRONMENTAL BUILDING MATERIALS CERTIFICATION FORM, as requested by the Commissioner.
 4. Material Safety Data Sheets, for all applicable products. 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).
 5. The LEED BUILDING Submittal information shall be assembled into one package per specification section (or per subcontractor), and sent to the Commissioner for review.
- B. Submit shop drawing for each drywall partition, furring and ceiling system showing size and gauges of framing members, hanger and anchorage devices, wallboard types, insulation, sealant, methods of assembly and fastening, control joints indicating column lines, corner details, joint finishing and relationship of drywall work to adjacent work.
- C. Samples: Each material specified herein, 12" x 12", or 12" long, or in manufacturer's container, as applicable for type of material submitted.
- D. Manufacturer's Literature: Submit technical and installation instructions for each drywall partition, furring and ceiling system specified herein, and for each fire-rated and sound-rated gypsum board assembly. Submit other data as required to show compliance with these specifications, including data for mold resistant joint compound.
- E. Test Reports: This Contractor shall submit test report, obtained by drywall manufacturer, indicating conformance of drywall assemblies to required fire ratings and sound ratings.

1.7 PRODUCT HANDLING AND PROTECTION

- A. Deliver, store and handle drywall work materials to prevent damage. Deliver materials in their original, unopened containers or bundles, and store where protected from moisture, damage and from exposure to the elements. Store wallboard in flat stacks.

- B. Protect wallboard from becoming wet.

1.8 ENVIRONMENTAL CONDITIONS

- A. Provide and maintain minimum temperature of fifty-five (55) degrees F. and adequate ventilation to eliminate excessive moisture within the building in the area of the drywall work for at least twenty-four (24) hours, prior to, during and after installation of drywall work. Installation shall not start until windows are glazed and doors are installed, unless openings are temporarily closed. Space above suspended ceilings shall be vented sufficiently to prevent temperature and pressure build up.

1.9 JOB MOCK-UP

- A. At a suitable location, where directed by the Commissioner, lay up a portion of a finished wall and ceiling demonstrating the quality of work, including finishing, to be obtained under this Section. Omit drywall boards in locations as directed by the Commissioner to show stud spacing and attachments; after acceptance, complete assembly.
- B. Adjust the finishing techniques as required to achieve the finish required by the Commissioner as described in this Section of these specifications.
- C. Upon approval of the mock-up, the mock-up may be left in place as a portion of the finished work of this Section.
- D. All drywall work shall be equal in quality to approved mock-up.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Acceptable Manufacturers for Gypsum Drywall Panels and Accessories: U.S. Gypsum Co., Georgia Pacific, Lafarge North America, or National Gypsum Co. meeting specification requirements are acceptable.
- B. Acceptable Manufacturers for Metal Supports of Drywall Assemblies: Unless otherwise noted, provide products manufactured by Dietrich Metal Framing, Super Stud Building Products, Marino/Ware, Clark Western or approved equal.

2.2 METAL SUPPORTS

- A. Metal Floor and Ceiling Runners
 - 1. Channel Type: Formed from 20 U.S. Std. gauge (unless otherwise noted) galvanized steel, width to suit channel type metal studs. Use 20 ga. top runners with 1-1/4" minimum flanges.
 - 2. Ceiling runners and head of wall connections at rated partitions shall conform to UL #2079 for cycle movement. Provide positive mechanical connection of framing to structure, allowing for vertical movement within connections.

Minimum of 20 ga. galvanized steel for clips, 25 ga. galvanized steel for ceiling runners. Providing a friction free – anti-seizure movement capacity.

- a. As manufactured by the Steel Network, VertiClip or VertiTrack or equal made by Metal-Lite Inc.
 - b. FireTrak (including stud clips) by FireTrak Corp. or equal made by Metal-Lite Inc.
3. "J" Type: Formed from 20 U.S. Std. gauge galvanized steel, 1" x 2-1/2" or 4" wide (to suit detail) x 2-1/4" (for shaft wall).

B. Metal Studs, Framing and Furring

1. Channel Type Studs: Channel type with holes for passage of conduit formed from minimum 20 U.S. Std. gauge (unless heavier gauge is required to meet deflection limits) galvanized steel, width as shown on drawings.
2. Furring Channels: Hat shaped, formed from galvanized steel, 25 U.S. Std. gauge.
3. "C-H," "CT," or "I" Type Stud: 1-1/2" x 2-1/2", 4" or 6" wide (to suit detail) galvanized steel. Use for shaft wall construction; gauge and size as required to meet deflection limits given herein.
4. Double "E" Type Stud or "J" Track with Holding Tabs: 1" x 2-1/2", 4" or 6" wide (to suit detail) galvanized steel. Use for shaft wall construction; gauge and size as required to meet deflection limits given herein.
5. Continuous 16 gauge x 8" wide steel wall plate screwed to studs as required for support of railings, toilet partitions and other items supported on drywall partitions and walls.

C. Suspended Ceiling and Fascia Supports

1. Main Runners: 1-1/2" steel channels, cold rolled at 0.475 lbs. per ft., rust-inhibitive paint finish.
2. Furring Members: Screw-type hat-shaped furring channels of 25 ga. zinc-coated steel; comply with ASTM C 645.
3. Hangers: Galvanized, 1" x 3/16" flat steel slats capable of supporting 5x calculated load supported.
4. Hanger Anchorages: Provide inserts, clips, bolts, screws and other devices applicable to the required method of structural anchorage for ceiling hangers. Size devices for 5x calculated load supported.
5. Furring Anchorages: 16 ga. galvanized wire ties, manufacturer's standard clips, bolts or screws as recommended by furring manufacturer.

D. All galvanized steel members shall have coating conforming to ASTM A 653, G60.

2.3 GYPSUM WALLBOARD TYPES

- A. Gypsum Wall Board: 1/2" thick and 5/8" thick as indicated on drawings, "Sheetrock" by USG, or "Gold Bond" by National Gypsum, 48" wide, in maximum lengths available to minimize end-to-end butt joints.
- B. Fire Rated Gypsum Wall Board: 1/2" thick and 5/8" thick as indicated on drawings, "Sheetrock Firecode C" by USG, "Firecheck Type C" by Lafarge, or "Gold Bond Fireshield" by National Gypsum, 48" wide, in maximum lengths available to minimize end-to-end butt joints.
- C. Water Resistant Backing Board for Tile Finish: 1/2" thick and 5/8" thick, 3' x 6', "Durock Tile Backer Board" by USG, "Dens-Shield Tile Backer Board" by Georgia Pacific, or "EXP Tile Backer Board" by National Gypsum. Cover joints with a pressure sensitive woven glass fiber tape equal to Imperial Type P Tape.
- D. Moisture/Mold Resistant Gypsum Wall Board (for areas in toilet rooms, not scheduled to receive ceramic tile, or where fire rating is required): 1/2" thick and 5/8" thick as indicated on drawings, "Mold Tough," "Mold Tough FR," by U.S. Gypsum, "DensArmor Plus" by Georgia Pacific, Lafarge "Mold Defense" and/or Lafarge "Mold Defense Type X," or "Gold Bond EXP Interior Extreme Gypsum Board" by National Gypsum, 48" wide, in maximum lengths available to minimize end-to-end butt joints.
 - 1. Board must have a rating of 10 per ASTM D 3273 with a core that meets ASTM C 1396, Section 6 or ASTM C 1658.
- E. Mold Resistant Shaft Wall Liner: Solid gypsum board liner for shaft wall construction, 1" thick, 24" wide, as required to suit condition, by standard lengths as required, beveled edges. Provide "Mold Tough Liner Panel" by USG, "DensGlass Ultra Shaft Guard" by Georgia Pacific, Lafarge "Mold Defense Shaftliner Type X" and/or Lafarge "Weather Defense Shaftliner Type X," "Gold Bond Brand Fireshield Shaft Liner XP" by National Gypsum or "Gold Bond Brand EXP Extended Exposure Shaft Liner" by National Gypsum.
 - 1. Liner board must have a rating 10 per ASTM D 3273 with a core that meets ASTM C 1396 Section 6.

2.4 ACCESSORIES

- A. Acoustical Insulation: Paper-less, non-combustible, semi-rigid mineral fiber mat, 2" thick, in walls (unless otherwise indicated), 3 lb./cu. ft. maximum density; Thermafiber LLC "Thermafiber," or approved equal.
- B. Fasteners for Wall Board: USG Brand Screws; Type S Bugle Head for fastening wallboard to lighter gauge interior metal framing (up to 20 ga.). Type S-12 Bugle Head for fastening wallboard to heavier gauge interior metal framing (20 ga. to 12 ga.); Type S and Type S-12 Pan Head for attaching metal studs to door frames and runners; and Type G Bugle Head for fastening wallboard to wall board. Lengths specified below under "Part 3 - Execution" Articles and as recommended by drywall manufacturer.

1. For Portland cement base boards, fasteners shall be equal to Durock Steel Screws by U.S. Gypsum.
- C. Laminating Adhesive: "Sheetrock Brand Joint Compound", or Grabber drywall adhesive, Liquid Nails or approved equal. Adhesive shall be approved by drywall manufacturer.
- D. Metal Trim - Corner Beads: For 90 degree External Corners - "Dur-A-Bead" No. 103, 27 U.S. Std. ga. galvanized steel, 1-1/4" x 1-1/4", for 90 degree external corners or one of the manufacturers listed above for metal.
- E. Metal Trim - Edge Beads: "Sheetrock Brand Paper Faced Metal Bead and Trim", or one of the manufacturers listed above for metal.
- F. Metal Trim Treatment Materials and Joint Treatment Materials for Gypsum Drywall Boards: Paper tape for joint reinforcing; Setting Type (Durabond 90) or Lightweight Setting Type Joint Compound for taping and topping; and Ready Mix Compound for finishing.
 1. For mold-resistant drywall, water resistant drywall, and tile backer board, use glass mesh tape with setting joint compound that is rated 10 when tested in accordance with ASTM D 3273 and evaluated in accordance with ASTM D 3274. Acceptable joint compound is "Rapid Set One Pass" made by CTS Cement Manufacturing Corp. or "Rapid Joint" manufactured by Lafarge North America or approved equal meeting standards noted herein.
- G. Control Joints: No. 0.093, USG.
- H. Acoustical Sealant: USG "Acoustical Sealant" or "Tremco Acoustical Caulking" of Tremco Mfg. Co., or approved equal.
- I. Neoprene Gaskets: Conform to ASTM D 1056.

PART 3 EXECUTION

3.1 INSPECTION

- A. Examine the areas and conditions where gypsum drywall is to be installed and correct any conditions detrimental to the proper and timely completion of the work. Do not proceed with the work until unsatisfactory conditions are corrected to permit proper installation of the work.

3.2 GENERAL INSTALLATION REQUIREMENTS

A. General

1. Install drywall work in accordance with drywall manufacturer's printed instructions and as indicated on drawings and specified herein.

2. All metal framing for drywall partitions shall extend from floor to underside of structural deck above. Provide for vertical deflection with positive mechanical connections of framing members to structure.
 3. Provide concealed reinforcement, 16 ga. thick by eight (8) inches wide or as detailed or as recommended by manufacturer, for attachment of railings, toilet partitions, and other items to be supported on the partitions which cannot be attached to the metal framing members. Concealed reinforcement shall span between metal studs and be attached thereto using two (2) self-tapping pan head screws at each stud.
 - a. Back of drywall shall be scored or notched to prevent bulging out where reinforcement plate occurs.
- B. Fire-Rated Assemblies: Install fire-rated assemblies in accordance with requirements of authorities having jurisdiction, Underwriters' Laboratories and test results obtained and published by the drywall manufacturer, for the fire-rated drywall assembly types indicated on the drawings.
- C. Acoustical Assemblies: Install acoustically-rated assemblies to achieve a minimum STC as noted on drawings, in accordance with test results obtained and published by the drywall manufacturer, for the drywall assembly type indicated on the drawings.
- D. Sealant
1. Install continuous acoustical sealant bead at top and bottom edges of wallboard where indicated or required for sound rating as wallboard is installed, and between metal trim edge beads and abutting construction.
 2. Install acoustical sealant in 1/8" wide vertical control joints within the length of the wall or partitions, and in all other joints, specified below under "Control Joints." Install bead of acoustical sealant around electric switch and outlet boxes, piping, ducts, and around any other penetration in the wallboard; place sealant bead between penetrations and edge of wallboard.
 3. Where sealant is exposed to view, protect adjacent surfaces from damage and from sealant material, and tool sealant flush with and in same plane as wallboard surface. Sealant beads shall be 1/4" to 3/8" diameter.
- E. Wall Board Application
1. Do not install wallboard panels until steel door frames are in place; coordinate work with Section 081113, "Steel Doors and Frames."
 2. See drawings for all board types. Use fire-rated wallboard for fire-rated assemblies. Use water-resistant wallboard where indicated on drawings and where wallboard would be subject to moisture. Install water-resistant wallboard in full, large sheets (no scraps) to limit number of butt joints.

3. Apply wallboard with long dimension parallel to stud framing members, and with abutting edges occurring over stud flanges.
4. Install wallboard for partitions from floor to underside of structure above and secure rigidly in place by screw attachment, unless otherwise indicated.
5. Provide safin insulation meeting standards of Section 078413 at flutes of metal deck where partitions carry up to bottom of metal deck.
6. Neatly cut wallboard to fit around outlets, switch boxes, framed openings, piping, ducts, and other items which penetrate wallboard; fill gaps with acoustic sealant.
7. Where wallboard is to be applied to curved surfaces, dampen wallboard on back side as required to obtain required curve. Finish surface shall present smooth, even curve without fluting or other imperfections.
8. Screw fasten wallboard with power-driven electric screw driver, screw heads to slightly depress surface of wallboard without cutting paper, screws not closer than 3/8" from ends and edges of wallboard.
9. Where studs are doubled-up, screw fasten wallboard to both studs in a staggered pattern.

F. Cementitious Backer Board

1. General: Furnish cementitious backer board in maximum available lengths. Install horizontally, with end joints over framing members.
2. Fastening: Secure cementitious backer board to each framing member with screws spaced not more than 12 inches on center and not closer than 1/2" from the edge. Install screws with a conventional screw gun so that the screw heads are flush with the surface of the board.
3. Joint Treatment: Fill space between edge of backer and receptor with dry-set Portland cement or latex-Portland cement mortar. Fill all horizontal and vertical joints and corners with dry-set Portland cement or latex-Portland cement mortar. Apply fiberglass tape over joints and corners and embed with same mortar.

G. Metal Trim: Install and mechanically secure in accordance with manufacturer's instructions; and finish with three (3) coats of joint compound, feathered and finish sanded smooth with adjacent wallboard surface, in accordance with manufacturer's instructions.

1. Corner Beads: Install specified corner beads in single lengths at all external corners, unless corner lengths exceed standard stock lengths.
2. Edge Beads: Install specified edge beads in single lengths at all terminating edges of wallboard exposed to view, where edges abut dissimilar materials, where edges would be exposed to view, and elsewhere where shown on drawings. Where indicated on drawings, seal joint between metal edge bead and adjoining surface

with specified gasket, 1/8" wide minimum and set back 1/8" from face of wallboard, unless other size and profile indicated on drawings.

3. Casing beads shall be set in long lengths, neatly butted at joints. Provide casing beads at juncture of board and vertical surfaces and at exposed perimeters.
- H. Control Joint Locations: Gypsum board surfaces shall be isolated with control joints where:
1. Ceiling abuts a structural element, dissimilar wall or other vertical penetration.
 2. Construction changes within the plane of the partition or ceiling.
 3. Shown on approved shop drawings.
 4. Ceiling dimensions exceed thirty (30) feet in either direction.
 5. Wings of "L," "U," and "T" shaped ceiling areas are joined.
 6. Expansion or control joints occur in the structural elements of the building.
 7. Shaftwall runs exceed 30' without interruption.
 8. Partition or furring abuts a structural element or dissimilar wall or ceiling.
 9. Partition or furring runs exceed 30' without interruption.
 10. Where control joints are required, ceiling height door frames may be used as control joints. Less than ceiling height frames shall have control joints extending to the ceiling from both corners.
- I. Joint Treatment and Spackling
1. Joints between face wallboards in the same plane, joints at internal corners of intersecting partitions and joints at internal corners of intersections between ceilings and walls or partitions shall be filled with joint compound.
 2. Screw heads and other depressions shall be filled with joint compound. Joint compound shall be applied in three (3) coats, feathered and finish surface sanded smooth with adjacent wallboard surface, in accordance with manufacturer's instructions. Treatment of joints and screw heads with joint compound is also required where wallboard will be covered by finish materials which require a smooth surface, such as vinyl wall coverings.

3.3 FURRED WALLS AND PARTITIONS

- A. Use specified metal furring channels. Run metal furring channel framing members vertically, space sixteen (16) inches o.c. maximum. Fasten furring channels to concrete or masonry surfaces with power-driven fasteners or concrete stub nails spaced sixteen (16) inches o.c. maximum through alternate wing flanges (staggered) of furring channel. Furring channels shall be shimmed as necessary to provide a plumb and level

backing for wallboard. At inside of exterior walls, an asphalt felt protection strip shall be installed between each furring channel and the wall. Furring channel and splices shall be provided by nesting channels at least eight (8) inches and securely anchoring to concrete or masonry with two (2) fasteners in each wing.

- B. Wallboard Installation: Same as specified under Article 3.4 - "Metal Stud Partitions."

3.4 METAL STUD PARTITIONS

- A. Unless otherwise noted, steel framing members shall be installed in accordance with ASTM C754.
- B. Runner Installation: Use channel type. Align accurately at floor according to partition layout. Anchor runners securely sixteen (16) inches o.c. maximum with power-driven anchors to floor slab, with power-driven anchors to structural slab above. See "Stud Installation" below for runners over heads of metal door frames. Where required, carefully remove sprayed-on fireproofing to allow partition to be properly installed.
- C. Stud Installation
1. Use channel type, positioned vertically in runners, spaced as noted on drawings, but not more than sixteen (16) inches o.c.
 2. Anchor studs to floor runners with screw fasteners. Provide snap-in or slotted hole slip joint bolt connections of studs to ceiling runners leaving space for movement. Anchor studs at partition intersections, partition corners and where partition abuts other construction to floor and ceiling runners with sheet metal screws through each stud flange and runner flange.
 3. Connection at ceiling runner for non-rated partitions shall be snap-in or slotted hole slip joint bolt connection that shall allow for movement. Seal studs abutting other construction with 1/8" thick neoprene gasket continuously between stud and abutting construction.
 4. Connections for fire rated partitions at ceiling runners shall conform to UL Design #2079.
 5. Install metal stud horizontal bracing wherever vertical studs are cut or wallboard is cut for passage of pipes, ducts or other penetrations, and anchor horizontal bracing to vertical studs with sheet metal screws.
 6. At jambs of door frames and borrowed light frames, install doubled-up studs (not back to back) from floor to underside of structural deck, and securely anchor studs to jamb anchors of frames and to runners with screws. Provide cross braces from hollow metal frames to underside of slab.
 7. Over heads of door frames, install cut-to-length section of runner with flanges slit and web bent to allow flanges to overlap adjacent vertical studs, and securely anchor runner to adjacent vertical studs with sheet metal screws. Install cut-to-length vertical studs from runner (over heads of door frame) to ceiling runner

sixteen (16) inches maximum o.c. and at vertical joints of wallboard, and securely anchor studs to runners with sheet metal screws.

8. At control joints, in field of partition, install double-up studs (back to back) from floor to ceiling runner, with 1/4" thick continuous compressible gasket between studs. When necessary, splice studs with eight (8) inches minimum nested laps and attach flanges together with two (2) sheet metal screws in each flange. All screws shall be self-tapping sheet metal screws.

D. Runners and Studs at Chase Wall: As specified above for "Runners" and "Studs" and as specified herein. Chase walls shall have either a single or double row of floor and ceiling runners with metal studs sixteen (16) inches o.c. maximum and positioned vertically in the runners so that the studs are opposite each other in pairs with the flanges pointing in the same direction. Anchor all studs to runner flanges with sheet metal screws through each stud flange and runner flange following requirements of paragraph 3.4, B. Provide cross bracing between the rows of studs by attaching runner channels or studs set full width of chase attached to vertical studs with one self-tapping screw at each end. Space cross bracing not over thirty-six (36) inches o.c. vertically.

E. Wallboard Installation - Single Layer Application (Screw Attached)

1. Install wallboard with long dimension parallel to framing member and with abutting edge joints over web of framing member. Install wallboard with long dimension perpendicular to framing members above and below openings in drywall extending to second stud at each side of opening. Joints on opposite sides of wall shall be arranged so as to occur on different studs.
2. Boards shall be fastened securely to metal studs with screws as specified. Where a free end occurs between studs, back blocking shall be required. Center abutting ends over studs. Correct work as necessary so that faces of boards are flush, smooth, true.
3. Wallboard screws shall be applied with an electric screw gun. Screws shall be driven not less than 3/8" from ends or edges of board to provide uniform dimple not over 1/32" deep. Screws shall be spaced twelve (12) inches o.c. in the field of the board and 8" o.c. staggered along the abutting edges.
4. All ends and edges of wallboard shall occur over screwing members (studs or furring channels). Boards shall be brought into contact but shall not be forced into place. Where ends or edges abut, they shall be staggered. Joints on opposite sides of a partition shall be so arranged as to occur on different studs.
5. At locations where piping receptacles, conduit, switches, etc., penetrate drywall partitions, provide non-drying sealant and an approved sealant stop at cut board locations inside partition.

F. Wallboard Installation - Double-Layer Application

1. General: See drawings for wallboard partition types required.

2. First Layer (Screw Attached): Install as described above for single layer application.
 3. Second Layer (Screw Attached): Screw attach second layer, unless laminating method of attachment indicated on drawings or necessary to obtain required sound rating or fire rating. Install wallboard vertically with vertical joints offset thirty-two (32) inches from first layer joints and staggered on opposite sides of wall. Attach wallboard with 1-5/8" screws sixteen (16) inches o.c. along vertical joints and sixteen (16) inches o.c. in the field of the wallboard. Screw through first layer into metal framing members.
 4. Second Layer (Laminated): Install wallboard vertically. Stagger joints of second layer from first layer joints. Laminate second layer with specified laminating adhesive in beads or strips running continuously from floor to ceiling in accordance with manufacturer's instructions. After laminating, screw wallboard to framing members with 1-5/8" screws, spaced twelve (12) inches o.c. around perimeter of wallboard.
- G. Wallboard Installation - Laminated Application: Where laminated wallboard is indicated, use specified laminating adhesive, install wallboard vertically and maintain tolerances as specified for screw attached wallboard.
- H. Insulation Installation: Install where indicated on drawings. Place blanket tightly between studs.
- I. Deflection of Structure Above: To allow for possible deflection of structure above partitions, provide top runners for non-rated partitions with 1-1/4" minimum flanges and do not screw studs or drywall to top runner. Where positive anchorage of studs to top runner is required, anchorage device shall be by means of slotted hole (in clip connection with screw attachment to web of steel through bushings located in slots of clips), or other anchorage device approved by Commissioner.
- J. Control Joints
1. Leave a 1/2" continuous opening between gypsum boards for insertion of surface mounted joint.
 2. Back by double framing members.
 3. Attach control joint to face layer with 9/16" galvanized staples six (6) inches o.c. at both flanges along entire length of joint.
 4. Provide two (2) inch wide gypsum panel strip or other adequate seal behind control joint in fire rated partitions and partitions with safing insulation.

3.5 DRYWALL FASCIAS AND CEILINGS

- A. Furnish and install inserts, hanger clips and similar devices in coordination with other work.

- B. Secure hangers to inserts and clips. Clamp or bolt hangers to main runners.
- C. Space main runners 4'-0" o.c. and space hangers 4'-0" o.c. along runners, except as otherwise shown.
- D. Level main runners to a tolerance of 1/4" in 12'-0", measured both lengthwise on each runner and transversely between parallel runners.
- E. Metal Furring Channels: Space sixteen (16) inches o.c. maximum. Attach to 1-1/2" main runner channels with furring channel clips (on alternate sides of main runner channels). Furring channels shall not be let into or come in contact with abutting masonry walls. End splices shall be provided by nesting furring channels no less than eight (8) inches and securely wire tying. At any openings that interrupt the furring channels, install additional cross reinforcing to restore lateral stability.
- F. Mechanical accessories, hangers, splices, runner channels and other members used in suspension system shall be of metal, zinc coated, or coated with rust inhibitive paint, of suitable design and of adequate strength to support units securely without sagging, and such as to bring unit faces to finished indicated lines and levels.
 - 1. Provide special furring where ducts are over two (2) feet wide.
- G. Apply board with its long dimension at right angles to channels. Locate board butt joints over center of furring channels. Attach board with one (1) inch self-drilling drywall screws twelve (12) inches o.c. in field of board at each furring channel; eight (8) inches o.c. at butt joints located not less than 3/8" from edges.

3.6 SHAFT WALLS

- A. Runner Installation: Use "J" metal runners at floor and ceiling, with the short leg toward finish side of wall. Securely attach runners to structural supports with power-driven fasteners at both ends and twenty-four (24) inches o.c.
- B. Shaft Wall Liner: Cut shaft wall liner panels one (1) inch less from floor to ceiling height and erect vertically between J-runners.
- C. C-H Studs: Cut metal studs 3/8" to not more than 1/2" less than floor to ceiling height and install between shaft wall liner panels so that panels are fitted snugly into the one (1) inch wide "H," "T," or "I" portion of the stud. Space studs twenty-four (24) inches o.c., unless otherwise indicated on drawings. Install full-length steel E-Studs or J-runners vertically at T-intersections, corners, door jambs, and columns. Install full length E-Studs or J-runners over shaft wall liner both sides of closure panels. Frame openings cut within a liner panel with J-Runner around perimeter. For openings, frame with vertical E-Stud or J-runner at edges, horizontal runner at head and sill, and reinforcing as shown on the drawings. Suitably frame all openings to maintain structural support for wall. Install floor-to-ceiling steel E-Studs or J-runners each side of elevator door frames to act as strut-studs. Attach strut-stud to floor and ceiling runners with two (2) 3/8" Type S screws, space twelve (12) inches o.c. Over metal

doors, install a cut to length section of runner and attach to strut-studs with clip angles and 3/8" Type S Screws space twelve (12) inches o.c.

- D. Wallboard Installation - Double Layer Installation: Erect gypsum wallboard base layer vertically or horizontally to meet fire rating on one side of studs with end joints staggered. Fasten base layer panels to studs with one (1) inch Type S screws twenty-four (24) inches o.c. Caulk perimeter of base layer panels. Apply gypsum wallboard face layer vertically over base layer with joints staggered and attached with 1-5/8" Type S screws staggered from those in base, spaced eight (8) inches o.c. and driven into studs.
- E. Wallboard Installation (Where Both Sides of Shaft Wall are Finished): Apply gypsum wallboard face layers vertically both sides of studs. Stagger joints on opposite partition sides. Fasten panels with one (1) inch or two (2) inches Type S screws spaced eight (8) inches o.c. in field and along edges into studs.
- F. Cants: Provide one (1) inch thick shaft wall liner, cut to suit condition, at beams and other projections wider than two (2) inches in elevator shafts. Cants shall slope seventy-five (75) degrees from the horizontal. Screw attach shaft wall liner to the vertical metal studs.
- G. Support elevator hoistway door frames independently of drywall shaft framing system, or reinforce system in accordance with system manufacturer's instructions.
- H. Where handrails are indicated for direct attachment to drywall shaft system, provide not less than a sixteen (16) ga. x eight (8) inches wide galvanized steel reinforcement strip, accurately positioned and secured to studs and concealed behind not less than one 1/2" thick course of gypsum board in the system.
- I. Integrate stair hanger rods with drywall shaft system by locating cavity of system as required to enclose rods.

3.7 ERECTION AT COLUMN ENCLOSURES

- A. Metal furring supports shall be provided under work of this Section, and shall be cut to lengths as necessary for tight fit such that spacing is not more than sixteen (16) inches o.c.
- B. Board shall be fastened securely to supports with screws as specified. Place boards in position with minimum amount of joints. Where free ends occur between supports, back-blocking or furring shall be required. Center abutting ends over supports. Correct work as necessary so that faces of boards are flush, smooth and true. Provide clips or cross furring for attachment as required.
- C. All layers shall be screw attached to furring.
- D. When column finish called for on drawings to be in the same plane as drywall finish layer, maintain even, level plane.

3.8 FINISHING

- A. Taping: A thin, uniform layer of compound shall be applied to all joints and angles to be reinforced. Reinforcing tape shall be applied immediately, centered over the joint, seated into the compound. A skim coat shall follow immediately, but shall not function as a fill or second coat. Tape shall be properly folded and embedded in all angles to provide a true angle.
- B. Filling: After initial coat of compound has hardened, additional compound shall be applied, filling the board taper flush with the surface. The fill coat shall cover the tape and feather out slightly beyond the tape. On joints with no taper, the fill coat shall cover the tape and feather out at least four (4) inches on either side of the tape. No fill coat is necessary on interior angles.
- C. After compound has hardened, a finishing coat of compound shall be spread evenly over and extending slightly beyond the fill coat on all joints and feathered to a smooth, uniform finish. Over tapered edges, the finished joint shall not protrude beyond the plane of the surface. All taped angles shall receive a finish coat to cover the tape and taping compound, and provide a true angle. Where necessary, sanding shall be done between coats and following the final application of compound to provide a smooth surface, ready for painting.
- D. Fastener Depressions: Compound shall be applied to all fastener depressions followed, when hardened by at least two (2) coats of compound, leaving all depressions level with the plane of the surface.
- E. Finishing Beads and Trim: Compound shall be applied to all bead and trim and shall be feathered out from the ground to the plane of the surface. When hardened, this shall be followed by two (2) coats of compound each extending slightly beyond the previous coat. The finish coat shall be feathered from the ground to the plane of the surface and sanded as necessary to provide a flat, smooth surface ready for decoration.
- F. Except as otherwise noted, level of finish for surface exposed to view shall conform to Level 4 of ASTM C 840 and GA-214 of the Gypsum Association.
 - 1. For drywall boards with fiberglass facing, provide Level 5 finish of ASTM C840 and GA-214.
- G. Drywall construction with defects of such character which will mar appearance of finished work, or which is otherwise defective, will be rejected and shall be removed and replaced at no expense to the City of New York.

3.9 CLEANING AND ADJUSTMENT

- A. At the completion of installation of the work, all rubbish shall be removed from the building leaving floors broom clean. Excess material, scaffolding, tools and other equipment shall be removed from the building.

- B. Work shall be left in clean condition ready for painting or wall covering. All work shall be as approved by Commissioner.
- C. Cutting and Repairing: Include all cutting, fitting and repairing of the work included herein in connection with all mechanical trades and all other trades which come in conjunction with any part of the work, and leave all work complete and perfect after all trades have completed their work.

3.10 PROTECTION OF WORK

- A. Installer shall advise Contractor of required procedures for protecting drywall work from damage and deterioration during remainder of construction period.

END OF SECTION

SECTION 09 30 00

CERAMIC TILE

PART 1 GENERAL

1.1 GENERAL REQUIREMENTS

- A. Work of this Section, as shown or specified, shall be in accordance with the Contract Documents.

1.2 LEED BUILDING - GENERAL REQUIREMENTS

- A. The City of New York requires the Contractor to implement practices and procedures to meet the project's environmental goals, which include achieving a LEED™ Silver Green Building rating. Specific project goals which may impact this area of work are listed in the applicable paragraphs of this specification section. The Contractor shall ensure that the requirements related to these goals, 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.

1.3 SECTION INCLUDES

- A. Work of this Section includes all labor, materials, equipment, and services necessary to complete the ceramic tile as shown on the drawings and/or specified herein, including, but not limited to, the following:
 - 1. Porcelain floor and wall tiles.
 - 2. Trim and special shapes.
 - 3. Stone saddles.
 - 4. Setting beds, grout, sealant and waterproofing membrane.

1.4 RELATED SECTIONS

- A. Concrete - Section 033000.
- B. Gypsum drywall - Section 092900.

1.5 REFERENCES

- A. ANSI A108 Series/A118 Series - American National Standards for Installation of Ceramic Tile.

- B. ANSI A136.1 - American National Standards for Organic Adhesives for Installation of Ceramic Tile.
- C. ASTM C 144 - Standard Specification for Aggregate for Masonry Mortar.
- D. ASTM C 150 - Standard Specification for Portland Cement.
- E. TCNA - Handbook for Ceramic, Glass and Stone Tile Installation; Tile Council of North America.
- F. ISO 13007 - International Standards Organization; classification for Grout and Adhesives.
- G. Stone Tile – Conform to requirements of MIA (Marble Institute of America) Dimension Stone Design Manual.

1.6 QUALITY ASSURANCE

- A. Qualifications of Installers: For cutting, installing and grouting of ceramic tile, use only thoroughly trained and experienced journeyman tile setters who are completely familiar with the requirements of this work, and the recommendations contained in the referenced standards, and the installers are Certified Ceramic Tile Installer (CTI) through the Ceramic Tile Education Foundation (CTEF) or Tile Installer Thin Set Standards (ITS) verification through the University of Ceramic Tile and Stone.
- B. Codes and Standards: In addition to complying with all pertinent codes and regulations, comply with the following:
 - 1. Manufacture all tile in accordance with Standard Grade Requirements of ANSI A-137.1.
 - 2. Glass tile must meet ANSI A137.2.
 - 3. Install all ceramic tile in accordance with the recommendations contained in Handbook for Ceramic, Glass and Stone Tile Installation of the Tile Council of North America, Inc., latest edition and ANSI A108/A118/A136.
 - 4. Stone tiles shall conform to the requirements of ASTM C1242.

1.7 SUBMITTALS

- A. LEED BUILDING Submittal Requirements: The contractor or subcontractor shall submit the following LEED BUILDING certification items:
 - 1. Material cost breakdowns, submitted in the format of the ENVIRONMENTAL BUILDING MATERIALS CERTIFICATION FORM, per Section 018113 - 1.5.C (Sustainable Design Requirements) of these specifications.
 - 2. Additional information to complete the ENVIRONMENTAL BUILDING MATERIALS CERTIFICATION FORM, as requested by the Commissioner.

3. Letters of Certification, Product Cut Sheets, Material Safety Data Sheets, or other items to support the information provided in the ENVIRONMENTAL BUILDING MATERIALS CERTIFICATION FORM, as requested by the Commissioner.
4. Material Safety Data Sheets, for all applicable products. 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).
5. The LEED BUILDING Submittal information shall be assembled into one package per specification section (or per subcontractor), and sent to the Commissioner for review.

B. Samples

1. Before any ceramic tile is delivered to the job site, submit to the Commissioner sample panels, approx. 12" x 12", mounted on hardboard back-up with selected grout color for each color and pattern of ceramic tile and grout specified.
2. Submit 6" length of stone saddles.
3. Submit 12" x 12" samples of waterproofing membrane.

C. Master Grade Certificates: Prior to opening ceramic tile containers, submit to the Commissioner a Master Grade Certificate, signed by an officer of the firm manufacturing the ceramic tile used, and issued when the shipment is made, stating the grade, kind of tile, identification marks for tile containers, and the name and location of the project.

D. Mock-ups

1. At an area on the site where approved by the Commissioner, provide a mock-up ceramic tile installation.
 - a. Make the mock-up approximately 3'-0" x 3'-0" in dimension.
 - b. Provide one mock-up for each type, class, and color of installation required under this Section.
 - c. The mock-ups may be used as part of the Work, and may be included in the finished Work, when so approved by the Commissioner.
 - d. Revise as necessary to secure the Commissioner's approval.
2. The mock-ups, when approved by the Commissioner, will be used as datum for comparison with the remainder of the work of this Section for the purposes of acceptance or rejection.

3. If the mock-up panels are not permitted to be part of the finished Work, completely demolish and remove them from the job site upon completion and acceptance of the work of this Section.

1.8 PRODUCT HANDLING

A. Delivery and Storage

1. Deliver all materials of this Section to the job site in their original unopened containers with all labels intact and legible at time of use.
2. Store all materials under cover in a manner to prevent damage and contamination; store only the specified materials at the job site.

B. Protection: Use all means necessary to protect the materials of this Section before, during and after installation and to protect the installed work and materials of all other trades.

C. Replacements: In the event of damage, immediately make all repairs and replacements necessary.

1.9 PROJECT CONDITIONS

A. Maintain environmental conditions and protect work during and after installation to comply with referenced standards and manufacturer's printed recommendations.

B. Vent temporary heaters to exterior to prevent damage to tile work from carbon dioxide buildup.

C. Maintain temperatures at not less than 50 deg. F. in tiled areas during installation and for 7 days after completion.

PART 2 PRODUCTS

2.1 FLOOR AND WALL TILES

A. Porcelain Floor and Wall Tiles: Mosa Tiles Grey 227V or approved equal.

2.2 TRIM AND SPECIAL SHAPES

A. Provide external and internal corners, trim shapes at openings, and all other trim and special shapes to match the tile specified herein, as required by field conditions and drawing details.

2.3 STONE SADDLES

A. Provide sound stone saddles as selected by the Commissioner, minimum 3/4" thick, with an abrasive hardness of not less than 10.0, when tested in accordance with ASTM C 241. Cut saddle to fit jamb profile, honed finish.

2.4 MORTAR BED, BOND COAT AND GROUT

- A. Portland Cement: ASTM C 150, Type I.
- B. Hydrated Lime: ASTM C 207, Type S.
- C. Sand: ASTM C 144, clean and graded natural sand.
- D. Reinforcing for Mud Set Systems: 2" x 2" x 16/16 ga. welded wire mesh.
- E. Latex Admixture for Mortar Bed
 - 1. MAPEI, Planicrete AC, blended with a 3:1 site mix.
 - 2. Laticrete 333.
 - 3. Pro Spec - Acrylic Additive.
 - 4. Custom - Flex Thin Set Additive.
- F. Latex - Portland Cement Bond Coat, complying with ANSI A118.4 and ISO 13007, C2ES2P2.
 - 1. MAPEI, Keralastic System thin set mortar, consisting of Kerabond dry-set mortar and Keralastic latex admixture.
 - 2. Laticrete; 211 dry-set mortar and 4237 latex admixture.
 - 3. Pro Spec - Permalastic System consisting of Permalastic Dryset Mortar and Permalastic Admixture
 - 4. Custom - Mega Flex Crack Prevention Mortar.
- G. Wall and Base Tile
 - 1. Over drywall use ANSI A136.1-1967 Organic Adhesive for installation of Ceramic Tile, Type I and ISO 13007 D2TE. Shear strength shall be 50 psi minimum. Adhesive primer as recommended by adhesive manufacturer. Manufacturer shall certify, in writing, that adhesive and primer used are proper types for the intended tile types and application. Conform to TCA Detail W-242.
 - a. MAPEI Type 1 Mastic.
 - b. Laticrete Type 1 Adhesive.
 - c. ProSpec Blood Adhesive.
 - d. Custom Relia Bond Adhesive
 - 2. Over masonry and concrete use a mortar bed leveling coat conforming to ANSI A108.1A followed by a Latex Portland Cement Bond Coat, MAPEI, Kerabond/Keralastic System, Custom Mega Flex or equal by Laticrete or Pro Spec, conforming to ANSI A118.4, ISO 13007-C2ES2P2, and TCA Detail W-211.

3. Over cement board use a Latex Portland cement mortar bond coat, MAPEI, Kerabond/Keralastic System, Custom Mega Flex or equal by Laticrete or Pro Spec, conforming to ANSI A118.4, ISO 13007-C2ES2P2, and TCA Detail W-244; coat back of board with waterproof membrane as specified below.
 4. Over glass mat water resistant gypsum backer board use a Latex Portland cement mortar bond coat, MAPEI, Kerabond/Keralastic System, conforming to ANSI A118.4, ISO 13007-C2ES2P2, and TCA Detail W-245.
- H. Floor Tile and Stone Saddle - Thin Set: Set floor tile and stone saddle using latex modified Portland Cement mortar, Basis of Design, MAPEI, Kerabond/Keralastic System, conforming to ANSI A118.4, ISO 13007-C2ES2P2, and TCA Detail F-113.
- I. Water: Clean, fresh and suitable for drinking.
- J. Grout complying with A118.7; and ISO 13007, CG2WAF : For grouting ceramic tile, provide a commercial Portland cement grout "Ultracolor Plus" (additive not required) made by MAPEI or Laticrete Sanded Grout with required Latex Additive or Custom Prism Sure Color Grout; color as selected by the Commissioner. Add latex additive to grout made by same manufacturer as grout.
- K. Physical Properties: The setting beds and grouts must meet the following physical requirements:
1. Compressive Strength – 3000 psi min.
 2. Shear Bond Strength – 500 psi min.
 3. Water Absorption – 4.0% max.
 4. Service Rating (ASTM C 627) – Extra Heavy Duty.
- L. Sealer: Seal all grout joints and all unglazed tile using "Sealer's Choice 15 Gold" by Aqua Mix Inc. or sealer by Dupont, 3M or approved equal.
- M. Temporary Protective Coating: Either product indicated below that is applied in the tile manufacturer's factory and formulated to protect exposed surfaces of tile against adherence of mortar and grout; compatible with tile, mortar, and grout products; and easily removable after grouting is completed without damaging grout or tile.
1. Petroleum paraffin wax, applied hot, fully refined and odorless, containing at least 0.5 percent oil with a melting point of 120 to 140 deg. F. per ASTM D 87.
 2. Grout release in form of manufacturer's standard proprietary liquid coating that is specially formulated and recommended for use as temporary protective coating for tile.
- N. Tile Cleaner: A neutral cleaner capable of removing soil and residue without harming tile and grout surfaces, equal to "Concentrated Stone & Tile Cleaner" made by Aqua-

Mix or approved equal, specifically approved for materials and installations indicated by tile and grout manufacturers.

2.5 SEALANT

- A. Joint Backing: Preformed, compressible, resilient, non-extruding, non-staining strips of foam neoprene, foam polyethylene, or other material recommended by sealant manufacturer.
- B. Bond Breaker: Polyethylene tape, 3 mils thick or other material recommended by sealant manufacturer.
- C. Sealant Primer: Colorless, non-staining, or type to suit substrate surface, as recommended by sealant manufacturer.
- D. Sealant: One-part silicone based sanitary sealant, conforming to ASTM C 920, Type S, Grade NS, Class 25. Sealant hardness upon full cure shall be between 20-30 Shore "A" Durometer. Color of sealant to blend with or match adjacent materials, and as selected by the Commissioner. Sealant shall be equivalent to 1700 Sanitary Sealant made by General Electric or approved equal.

PART 3 EXECUTION

3.1 INSPECTION

- A. Examine the areas and conditions where ceramic tile is to be installed and correct any conditions detrimental to the proper and timely completion of the work. Do not proceed with the work until unsatisfactory conditions are corrected to permit proper installation of the work.

3.2 CONDITION OF SURFACES

- A. Allowable Variations in Substrate Levels
 - 1. Floors: + 1/8" in 10'-0" distance and 1/4" total max. variation from levels shown.
- B. Grind or fill concrete and masonry substrates as required to comply with allowable variations.
- C. Concrete substrates must meet ANSI A108.01 tolerances and surface textures in preparation for tile work; coordinate with concrete trades.

3.3 PREPARATION

- A. Coordinate the following with Section 033000:
 - 1. Steel trowel and fine broom finish concrete slabs that are to receive ceramic tile. Cure concrete slabs that are to receive tile before tile application. Do not use liquid curing compounds or other coatings that may prevent bonding of tile setting materials to slabs. Slab shall be dry at time of tile installation.

2. Tile floors with floor drains must have a slope to direction of 1/4" per foot; coordinate this with concrete trades.
- B. Etch concrete substrate as may be required to remove curing compounds or other substances that would interfere with proper bond of setting bed. Rinse with water to remove all traces of treatment. Surface must meet finish requirements as noted in ANSI 108.01.
 - C. Blending: for tile exhibiting color variations, verify that tile has been factory blended and packaged so tile units taken from one package show same range of colors as those taken from other packages and match approved samples. If not factory blended, either return to manufacturer or blend tiles at project site before installing.
 - D. Field Applied Temporary Protective Coating: Pre-coat tile with continuous film of temporary protective coating, taking care not to coat unexposed tile surfaces.
- 3.4 JOINTS IN TILE WORK
- A. Joint Widths: 1/16" wide in ceramic tile.
 - B. Alignment: Wall, base and floor joints shall align through the field and trim. Direction and location of all joints as directed by Commissioner.
 - C. Movement Joints: Conform to TCA Detail EJ171. Locate where movement joints are in back-up material. Provide movement joint at joints between mop receptors and ceramic tile. Provide movement joint at all vertical internal joints of wall tile. Movement joints 1/8" wide in ceramic tile. Fill all movement joints with specified backing and sealant. Use bond breaker where sufficient space for joint backing does not exist.
 1. Provide sealant between ceramic tile and plumbing fixtures, mirrors, pipes, countertops and other dissimilar materials penetrating or adjacent to ceramic tile.

3.5 INSTALLATION

- A. Comply with the following installation standards
 1. Wall tile over drywall using organic adhesive - ANSI A136.1 and ISO 13007, D2TE.
 2. Wall tile over cement board or glass mat backer board using dry set mortar with latex additive - ANSI A118.4 and ISO 13007, C2ES2P2.
 3. Floor tile using dry set mortar with latex additive - ANSI A118.4 and ISO 13007, C2ES2P2.
- B. Backs of tile must be cleaned before installing same.
- C. All setting beds and/or adhesives shall provide for an average contact area of not less than 95% coverage.

- D. Allowable Variations in Finished Work: Do not exceed the following deviations from level and plumb, and from elevations, locations, slopes and alignment shown.
1. Floors: 1/8" in 10'-0" run, any direction; +/- 1/8" at any location; 1/32" offset at any location.
 2. Walls: 1/8" in 8'-0" run, any direction; 1/8" at any location; offset at any location, 1/32".
 3. Joints: +/- 1/32" joint width variation of any location; 1/16" in 3'-0" run deviation from plumb and true.
- E. Handle, store, mix and apply setting and grouting materials in compliance with the manufacturer's instructions.
- F. Extend tile work into recesses and under equipment and fixtures, to form a complete covering without interruptions. Terminate work neatly at obstructions, edges and corners without disruption of pattern or joint alignment.
- G. Accurately form intersections and returns. Perform cutting and drilling of tile without marring visible surfaces. Carefully grind cut edges of tile abutting trim, finish, or built-in items for straight, aligned joints. Fit tile closely to electrical outlets, piping and fixtures so that plates, collars, or covers overlap tile.
- H. Lay tile in grid pattern. Align joints when adjoining tiles on floor, base, walls and trim are the same size. Lay out tile work and center tile fields both directions in each space or on each wall area. Adjust to minimize tile cutting. Provide uniform joint widths.

3.6 INSTALLATION OF STONE SADDLES

- A. Install stone saddles cut to profiles and sizes shown, accurately fitted to jambs, coped at stops, set in full bed of mortar herein specified, and with grouted edge joints as specified for floor tile.

3.7 CLEANING AND PROTECTION

- A. Cleaning: On completion of placement and grouting, clean all ceramic tile surfaces so they are free of foreign matter.
1. Remove grout residue from tile as soon as possible.
 2. Clean grout smears and haze from tile according to tile and grout manufacturer's written instructions but no sooner than 10 days after installation. Use cleaners only after determining that cleaners are safe to use by testing on samples of tile and other surfaces to be cleaned. Protect metal surfaces and plumbing fixtures from effects of cleaning. Flush surfaces with clean water before and after cleaning to insure removal of all cleaning material.

3. Remove temporary protective coating by method recommended by coating manufacturer and that is acceptable to tile and grout manufacturer. Trap and remove coating to prevent drain clogging.
- B. Protect installed tile work with Kraft paper or other heavy covering during construction period to prevent staining, damage, and wear. Apply coat of sealer to all grout joints and all unglazed tile.
- C. Prohibit foot and wheel traffic from tiled floors for at least seven days after grouting is completed.
- D. Before final inspection, remove protective coverings from tile surfaces.
- E. Leave finished installation clean and free of cracked, chipped, broken, unbonded or otherwise defective tile work.

END OF SECTION

SECTION 09 51 13

ACOUSTIC PANEL CEILINGS

PART 1 GENERAL

1.1 GENERAL REQUIREMENTS

- A. Work of this Section, as shown or specified, shall be in accordance with the requirements of the Contract Documents.

1.2 LEED BUILDING - GENERAL REQUIREMENTS

- A. The City of New York requires the Contractor to implement practices and procedures to meet the project's environmental goals, which include achieving a LEED™ Silver Green Building rating. Specific project goals which may impact this area of work are listed in the applicable paragraphs of this specification section. The Contractor shall ensure that the requirements related to these goals, 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.

1.3 SECTION INCLUDES

- A. Work of this Section includes all labor, materials, equipment and services necessary to complete the acoustic panel ceilings as shown on the drawings and/or specified herein, including but not limited to, the following:
 - 1. Acoustical panel units.
 - 2. Exposed "T" suspension system, including hangers and inserts.
 - 3. Provisions for the installation of lighting fixtures, diffusers, grilles and similar items provided under other Sections.
 - 4. Cutting, drilling, scribing and fitting as required for electro-mechanical penetrations.
 - 5. Perimeter and column moldings, trim and accessories for acoustical ceilings.

1.4 RELATED SECTIONS

- A. Structural deck - Existing.
- B. Drywall ceilings - Section 092900.
- C. Diffusers, grilles and related frames - Division 23.

D. Lighting fixtures - Division 26.

1.5 QUALITY ASSURANCE

A. Codes and Standards: In addition to complying with all pertinent codes and regulations, comply with all pertinent recommendations published by the Ceilings and Interior Systems Contractor's Association.

B. Qualifications of Installers

1. For the actual fabrication and installation of all components of the system, use only personnel who are thoroughly trained and experienced in the skills required and completely familiar with the requirements established for this work.

C. The work is subject to the following standards:

1. ASTM C 635 "Standard Specification for Metal Suspension Systems for Acoustical Tile and Lay-In Panel Ceilings," American Society for Testing and Materials.
2. ASTM C 636 "Standard Recommended Practice for Installation of Metal Ceiling Suspension Systems for Acoustical Tile and Lay-In Panels," American Society for Testing and Materials.

D. In addition to suspension system specified, provide seismic struts and seismic clips to meet seismic standards as required by prevailing Codes and Ordinances.

1.6 SUBMITTALS

A. LEED BUILDING Submittal Requirements: The contractor or subcontractor shall submit the following LEED BUILDING certification items:

1. Material cost breakdowns, submitted in the format of the ENVIRONMENTAL BUILDING MATERIALS CERTIFICATION FORM, per Section 018113 - 1.5.C (Sustainable Design Requirements) of these specifications.
2. Additional information to complete the ENVIRONMENTAL BUILDING MATERIALS CERTIFICATION FORM, as requested by the Commissioner.
3. Letters of Certification, Product Cut Sheets, Material Safety Data Sheets, or other items to support the information provided in the ENVIRONMENTAL BUILDING MATERIALS CERTIFICATION FORM, as requested by the Commissioner.
4. Material Safety Data Sheets, for all applicable products. 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).

5. The LEED BUILDING Submittal information shall be assembled into one package per specification section (or per subcontractor), and sent to the Commissioner for review.
- B. Shop Drawings: Submit completely dimensioned ceiling layouts for all areas where acoustical ceilings are required, showing:
1. Any deviations from Commissioner's reflected ceiling plan layouts, especially lighting fixture and dimensions. Also indicate if any light fixtures will not fit into Commissioner's ceiling layout due to dimensional restrictions of field conditions.
 2. Direction and spacing of suspension members and location of hangers for carrying suspension members.
 3. Direction, sizes and types of acoustical units, showing suspension grid members, and starting point for each individual ceiling area.
 4. Moldings at perimeter of ceiling, at columns and elsewhere as required due to penetrations or exposure at edge of ceiling tiles.
 5. Location and direction of lights, air diffusers, air slots, and similar items in the ceiling plane.
 6. Details of construction and installation at all conditions.
 7. Materials, gauges, thickness and finishes.
- C. Samples and Product Literature: Submit the following samples and related manufacturer's descriptive literature.
1. Twelve (12) inch long sample of each components of suspension systems, including moldings.
 2. Acoustical units — full size.

1.7 DELIVERY, STORAGE AND HANDLING

- A. Deliver acoustical ceiling units to project site in original, unopened packages and store them in a fully enclosed space where they will be protected against damage from moisture, direct sunlight, surface contamination or other causes.
- B. Before installing acoustical ceiling units, permit them to reach room temperature and a stabilized moisture content.
- C. Handle acoustical ceiling units carefully to avoid chipping edges or damaging units in any way.

1.8 PROJECT CONDITIONS

- A. Do not install acoustical ceilings until wet-work in space is completed and nominally dry, work above ceilings has been completed, and ambient conditions of temperature

and humidity will be continuously maintained at values near those indicated for final occupancy.

1.9 COORDINATION

- A. Coordinate layout and installation of acoustical ceiling units and suspension system components with other work supported by or penetrating through ceilings, including light fixtures, HVAC equipment, fire suppression system components, and partition system.

1.10 EXTRA STOCK

- A. Extra Stock: Deliver stock of maintenance material to City of New York. Furnish maintenance material matching products installed, packaged with protective covering for storage and identified with appropriate labels.
 - 1. Acoustical Ceiling Units: Furnish quantity of full size units equal to 2.0% of amount installed.

PART 2 PRODUCTS

2.1 ACOUSTICAL UNITS

- A. See Finish Schedule.

2.2 SUSPENSION SYSTEM

- A. Provide exposed "T" suspension system, steel, with low sheen baked enamel finish per Finish Schedule exposed tee 2-way grid system made by Armstrong World Industries, or equal made by USG Interiors, Inc. or Chicago Metallic Corp.
- B. The suspension system shall support the ceiling assembly shown on the drawings and specified herein, with a maximum deflection of 1/360 of the span, in accordance with ASTM C 635.
- C. Hanger for suspension system shall be 1" x 3/16", galvanized steel flats or 1/4" diameter galvanized pencil rods spaced 4'-0" o.c. conforming to New York City Code requirements.
- D. Main carrying channels, to which suspension systems shall be fastened, shall be 1-1/2" cold rolled galvanized steel channel; spaced 4'-0" o.c., conforming to New York City Code requirements.
- E. Provide ceiling clips and inserts to receive hangers, type as recommended by suspension system manufacturer, sizes for pull-out resistance of not less than five (5) times the hanger design load, as indicated in ASTM C 635.
- F. Suspension systems shall conform to ASTM C 635, intermediate duty.

- G. Provide manufacturer's standard wall moldings with off-white baked enamel finish to match suspension systems. For circular penetrations of ceilings, provide edge moldings fabricated to diameter required to fit penetration exactly.

PART 3 EXECUTION

3.1 INSPECTION

- A. Examine the areas where acoustic panel ceilings are to be installed and correct any conditions detrimental to the proper and timely completion of the work. Do not proceed with the work until unsatisfactory conditions have been corrected to permit proper installation of the layout.

3.2 PREPARATION

- A. Coordination: Furnish layouts for inserts, clips, or other supports required to be installed by other trades for support of acoustical ceilings.
- B. Measure each ceiling area and establish layout of acoustical units to balance border widths at opposite edges of each ceiling. Avoid use of less-than-half width units at borders, and comply with reflected ceiling plans.

3.3 INSTALLATION

- A. Codes and Standards: Install materials in accordance with manufacturer's printed instructions, and to comply with governing regulations and industry standards.
- B. Install suspension systems to comply with ASTM C 636, with wire hangers supported only from building structural members. Locate hangers not more than 6" from each end, leveling to tolerance of 1/8" in 12'-0".
- C. Secure wire hangers by looping and wire-tying, either directly to structures or to inserts, eye-screws, or other devices which are secure and appropriate for substrate, and which will not deteriorate or fail with age or elevated temperatures.
- D. Space rod or flat iron (New York City) hangers not more than 4'-0" o.c. along main carrying channels; attach by clips or wire ties to building structure. Locate hangers not more than 6" from each end. Space main carrying channels 4'-0" o.c. Attach suspension system to carrying channels using clips or ties, leveling to a tolerance of 1/8" in 12'-0".
- E. Install hangers plumb and free from contact with insulation or other objects within ceiling plenum which are not part of supporting structural or ceiling suspension system. Splay hangers only where required to miss obstructions and offset resulting horizontal force by bracing, reinforcing, countersplaying or other equally effective means.
- F. Install edge moldings at edges of each acoustical ceiling area, and at locations where edge of acoustical units would otherwise be exposed after completion of the work.

1. Secure moldings to building construction by fastening through vertical leg. Space holes not more than 3" from each end and not more than sixteen (16) inches o.c. between end holes. Fasten tight against vertical surfaces.
 2. Level moldings with ceiling suspension system, to a level tolerance of 1/8" in 12'-0".
- G. Install acoustical units in coordination with suspension system, with edges concealed by support of suspension members. Scribe and cut panels to fit accurately at borders and at penetrations.
- H. Install hold-down clips in toilet areas, and in areas where required by governing regulations; space 2'-0" o.c. on all cross tees.
- I. Light fixtures or other ceiling apparatus shall not be supported from main beams or cross tees if their weight causes the total load to exceed the deflection capability of the ceiling suspension system. In such cases the load shall be supported by supplemental hangers furnished and installed by this Section of work.
- J. Where fixture or ceiling apparatus installation causes eccentric loading on runners, provide stabilizer bars to prevent rotation.

3.4 ADJUST AND CLEAN

- A. Clean exposed surfaces of acoustical ceilings, including trim, edge molding, and suspension members; comply with manufacturer's instructions for cleaning and touch-up of minor finish damage. Remove and replace work which cannot be successfully cleaned and repaired to permanently eliminate evidence of damage.

END OF SECTION

SECTION 09 65 19

RESILIENT TILE FLOORING

PART 1 GENERAL

1.1 GENERAL REQUIREMENTS

- A. Work of this Section, as shown or specified, shall be in accordance with the requirements of the Contract Documents.

1.2 LEED BUILDING - GENERAL REQUIREMENTS

- A. The City of New York requires the Contractor to implement practices and procedures to meet the project's environmental goals, which include achieving a LEED™ Silver Green Building rating. Specific project goals which may impact this area of work are listed in the applicable paragraphs of this specification section. The Contractor shall ensure that the requirements related to these goals, 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.

1.3 SECTION INCLUDES

- A. Work of this Section includes all labor, materials, equipment, and services necessary to complete the resilient tile flooring, as shown on the drawings and/or specified herein, including, but not limited to, the following:
 - 1. Cork tile.
 - 2. Linoleum tile.
 - 3. Rubber base
 - 4. Transition strips.
 - 5. Accessories.

1.4 RELATED SECTIONS

- A. Concrete - Existing
- B. Gypsum drywall 092900.

1.5 QUALITY ASSURANCE

- A. Qualifications of Installers: Use only personnel who are thoroughly trained and experienced in the skills required and completely familiar with the requirements established for this work.

1.6 SUBMITTALS

- A. LEED BUILDING Submittal Requirements: The contractor or subcontractor shall submit the following LEED BUILDING certification items:

1. Material cost breakdowns, submitted in the format of the ENVIRONMENTAL BUILDING MATERIALS CERTIFICATION FORM, per Section 018113 - 1.5.C (Sustainable Design Requirements) of these specifications.
2. Additional information to complete the ENVIRONMENTAL BUILDING MATERIALS CERTIFICATION FORM, as requested by the Commissioner.
3. Letters of Certification, Product Cut Sheets, Material Safety Data Sheets, or other items to support the information provided in the ENVIRONMENTAL BUILDING MATERIALS CERTIFICATION FORM, as requested by the Commissioner.
4. Material Safety Data Sheets, for all applicable products. 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).
5. The LEED BUILDING Submittal information shall be assembled into one package per specification section (or per subcontractor), and sent to the Commissioner for review.

- B. Manufacturer's Data: For information only, submit manufacturer's technical information and installation instructions for type of resilient tile.

C. Samples

1. Submit full-size sample tiles for each type and color required, representative of the expected range of color and pattern variation. Sample submittals will be reviewed for color, texture and pattern only. Compliance with all other requirements is the exclusive responsibility of the Contractor.
2. Submit six (6) inch long samples of transition strips.

1.7 DELIVERY AND STORAGE

- A. Deliver materials to the project site in the manufacturer's original unopened containers, clearly marked to indicate pattern, gauge, lot number and sequence of materials.

- B. Carefully handle all materials and store in original containers at not less than seventy (70) degrees F. for at least forty-eight (48) hours before start of installation.

1.8 FIELD CONDITIONS

- A. Maintain ambient temperatures within range recommended by manufacturer, but not less than 70 deg F. or more than 95 deg F., 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. After installation and until Substantial Completion, maintain ambient temperatures within range recommended by manufacturer, but not less than 55 deg F. or more than 95 deg F.
- 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 CORK TILE

- A. Capri-cork, Expanko, Duro-Design, or approved equal as selected by Commissioner.
 1. Thickness: 5/16"
 2. Size: 12" x 12"
- B. Follow manufacturer's specifications for surface preparation and installation.
- C. Cork tile is to be finished in field to match adjacent wood flooring. Apply one coat of water-based sealer. If product is not pre-coated with three coats of water-based matte polyurethane, then apply three coats of water-based matte polyurethane on site. Provide finished sample to Commissioner for approval.

2.2 LINOLEUM TILE

- A. Provide Marmoleum Composition Tile (MCT) Linoleum Tile and Linoleum Adhesive, or Johnsonite or approved equal.
 1. Description: Homogeneous tile linoleum of primarily natural materials consisting of linseed oil, wood flour, and rosin binders, mixed and calendered onto a polyester backing to ensure optimum dimensional stability. Pattern and color shall extend throughout total thickness of material.

2. Size: Approx. 13" X 13"
 3. Carton Size: 45 tiles
 4. Gauge: 2.0mm
 5. Backing: Polyester
 6. Pattern and Color: As noted on Finish Schedule.
 7. Adhesive: Manufacturer's recommended adhesive
 8. Heat Welding Rod: Manufacturer's standard color-matched solid color welding rod.
 9. Finish: Manufacturer's recommended high performance protective finish.
- B. Rubber Base: Provide 4" high by 1/8" thick continuous vulcanized SBR rubber top set cove base with pre-formed internal and external corner pieces, color as scheduled on the drawings. For areas to receive carpet, provide flat base, no cove. Base shall conform to ASTM F 1861, Type TS, Group 1 (solid) as manufactured by Armstrong or equivalent product of Roppe, Johnsonite, or approved equal.

2.3 ACCESSORIES

- A. Adhesives: Waterproof, stabilized type, as recommended by the tile manufacturer for the type of service indicated.
- B. Concrete Slab Primer: Non-staining type recommended by the tile manufacturer.
- C. Leveling Compound: Latex/Portland cement flash patching and leveling compound equal to No. DSP-520 made by H.B. Fuller or No. 226 with 3701 admixture made by Laticrete or equal made by Mapei, or approved equal.
- D. Edging Strips: 1/8" thick, homogeneous vinyl or rubber composition, tapered or bullnose edge, color as selected by the Commissioner from manufacturer's standards.

PART 3 EXECUTION

3.1 INSPECTION

- A. Examine the areas and conditions where resilient tile flooring is to be installed and correct any conditions detrimental to the proper and timely completion of the work. Do not proceed with the work until unsatisfactory conditions are corrected to permit proper installation of the work.

3.2 CONDITION OF SURFACES

- A. Allowable Variations in Substrate Levels (Floors): $\pm 1/8"$ in 10'-0" distance and 1/4" total maximum variation from levels shown.
- B. Grind or fill concrete substrates as required to comply with allowable variation.

3.3 PREPARATION

- A. Prepare substrates according to floor tile 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 floor tile manufacturer. Do not use solvents.
 - 3. Alkalinity and Adhesion Testing: Perform tests recommended by floor tile manufacturer. Proceed with installation only after substrate alkalinity falls within range on pH scale recommended by manufacturer in writing, but not less than 5 or more than 9 pH.
 - 4. Moisture Testing: Proceed with installation only after substrates pass testing according to floor tile manufacturer's written recommendations, but not less stringent than the following:
 - a. Perform anhydrous calcium chloride test according to ASTM F 1869. Proceed with installation only after substrates have maximum moisture-vapor-emission rate of 3 lb. of water/1000 sq. ft. in 24 hours.
 - b. Perform relative humidity test using in situ probes according to ASTM F 2170. Proceed with installation only after substrates have a maximum 75 percent relative humidity level.
- C. Fill cracks, holes, and depressions in substrates with trowelable leveling and patching compound; remove bumps and ridges to produce a uniform and smooth substrate.
- D. Do not install floor tiles until they are the same temperature as the space where they are to be installed.
 - 1. At least 48 hours in advance of installation, move resilient floor tile and installation materials into spaces where they will be installed.
- E. Immediately before installation, sweep and vacuum clean substrates to be covered by resilient floor tile.

3.4 INSTALLATION

- A. Install tile only after all finishing operations, including painting, have been completed and permanent heating system is operating. Moisture content of concrete slabs, building air temperature and relative humidity must be within limits recommended by tile manufacturer.
- B. Place tile units with adhesive cement in strict compliance with the manufacturer's recommendations. Butt tile units tightly to vertical surfaces, thresholds, nosings and

edgings. Scribe around obstructions and to produce neat joints, laid tight, even and in straight, parallel lines. Extend tile units into toe spaces, door reveals, and into closet and similar openings.

- C. Maintain reference markers, holes, or openings that are in place or plainly marked for future cutting by repeating on the finish tile as marked in the subfloor. Use chalk or other non-permanent marking devices.
- D. Lay tile from center marks established with principal walls, discounting minor off-sets, so that tile at opposite edges of the room are of equal width. Adjust as necessary to avoid use of cut widths less than 1/2 tile at room perimeters. Lay tile square to room axis, unless otherwise shown.
- E. Match tiles for color and pattern by using tile from cartons in the same sequence as manufactured and packaged. Cut tile neatly to and around all fixtures. Broken, cracked, chipped or deformed tile is not acceptable.
- F. Tightly cement tile to sub-base without open cracks, voids, raising and puckering at joints, telegraphing of adhesive spreader marks through tile, or other surface imperfections.
- G. Lay tile with grain in all tile running in the same direction.
- H. Place resilient edge strips tightly butted to tile and secure with adhesive. Provide edging strips at all unprotected edges of tile, unless otherwise shown.

3.5 CLEANING AND PROTECTION

- A. Remove any excess adhesive or other surface blemishes from tile, using neutral type cleaners as recommended by the tile manufacturer. Protect installed flooring from damage by use of heavy Kraft paper or other covering.
- B. Finishing: After completion of the project and just prior to the final inspection of the work, thoroughly clean tile floors and accessories. Apply two (2) coats of wax and buff using materials as specified herein.

END OF SECTION

SECTION 09 84 13

ACOUSTICAL CEILING TREATMENT

PART 1 GENERAL

1.1 GENERAL REQUIREMENTS

- A. Work of this Section, as shown or specified, shall be in accordance with the requirements of the Contract Documents.

1.2 LEED BUILDING - GENERAL REQUIREMENTS

- A. The City of New York requires the Contractor to implement practices and procedures to meet the project's environmental goals, which include achieving a LEED™ Silver Green Building rating. Specific project goals which may impact this area of work are listed in the applicable paragraphs of this specification section. The Contractor shall ensure that the requirements related to these goals, 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.

1.3 SECTION INCLUDES

- A. Work of this Section includes all labor, materials, equipment, and services necessary to complete the acoustical ceiling treatment as shown on the drawings and/or specified herein.
 - 1. Porous expanded polypropylene (P.E.P.P) ceiling panels.

1.4 RELATED SECTIONS

- A. Carpentry - Section 062000.
- B. Gypsum wallboard - Section 092900.

1.5 QUALITY ASSURANCE

- A. Codes and Standards: In addition to complying with all pertinent codes and regulations:
 - 1. All material furnished under this section shall be guaranteed free from defects in workmanship and material for a period of one year after installation.
 - 2. Provide acoustical panels which have been tested, rated and labeled by U.L. for indicated ratings as listed in "Classification Building Materials Index" by U.L.

Classification: Maximum of 25 Flame Spread, Fuel Contributed and Smoke Developed.

1.6 SUBMITTALS

A. LEED BUILDING Submittal Requirements: The contractor or subcontractor shall submit the following LEED BUILDING certification items:

1. Material cost breakdowns, submitted in the format of the ENVIRONMENTAL BUILDING MATERIALS CERTIFICATION FORM, per Section 018113 - 1.5.C (Sustainable Design Requirements) of these specifications.
2. Additional information to complete the ENVIRONMENTAL BUILDING MATERIALS CERTIFICATION FORM, as requested by the Commissioner.
3. Letters of Certification, Product Cut Sheets, Material Safety Data Sheets, or other items to support the information provided in the ENVIRONMENTAL BUILDING MATERIALS CERTIFICATION FORM, as requested by the Commissioner.
4. Material Safety Data Sheets, for all applicable products. 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).
5. The LEED BUILDING Submittal information shall be assembled into one package per specification section (or per subcontractor), and sent to the Commissioner for review.

B. Product Data

1. Provide manufacturer's product specifications and installation instructions for acoustical panels and attachment system. Include manufacturer's recommendations for cleaning the fabric on all the acoustical panels, including precautions against materials and methods that may be detrimental to finishes and acoustical performance.

C. Cleaning and Maintenance Instructions: Recommendations for City of New York maintenance and cleaning per General Condition requirements. Identify cleaning/spotting products generically or by trade name.

D. Manufacturer Qualifications: List comparable installations with 3-year (minimum) service histories. Describe installations and give owner/building manager names and addresses.

1.7 DELIVERY, STORAGE AND HANDLING

- A. Deliver acoustical panels cartoned or crated to provide protection during transit and job storage, properly tagged and identified.
- B. Inspect acoustical panels upon delivery for damage. Minor damages may be repaired provided refurbished items are equal in all respects to new work and acceptable to Commissioner; otherwise, remove and replace damaged items as directed.
- C. Do not install acoustical panels until space is enclosed and weather-proof, wet-work in space is completed and dry work above ceilings is completed and until ambient conditions of temperature and humidity will be continuously maintained at values near those indicated for final occupancy.

PART 2 PRODUCTS

2.1 POROUS EXPANDED POLYPROPYLENE CEILING PANELS

- A. Acoustical ceiling panels shall be as provided by Acoustical Surfaces Inc., 123 Columbia Court North, Chaska, MN 55318. Tel: 1 (800) 448-0121 or equal by Foam Fabricators Inc, Netwell Noise Control or approved equal.
- B. SOUND SILENCER, Porous Expanded Polypropylene (P.E.P.P.) Acoustical Ceiling Panels:
 - 1. Material Description: Sound Silencer panels shall be manufactured from semi-rigid porous expanded polypropylene bead foam, which shall be capable of being recycled.
 - 2. Thickness: 1".
 - 3. Color: Selected by Commissioner.
 - 4. Flammability (ASTM E 84, Class A)
 - a. Flame Spread: 3.
 - b. Smoke Developed: 84.

PART 3 EXECUTION

3.1 INSPECTION

- A. Examine the areas and conditions where acoustical ceiling treatment are to be installed and correct any conditions detrimental to the proper and timely completion of the work. Do not proceed with the work until unsatisfactory conditions are corrected to permit proper installation of the work.

3.2 INSTALLATION

- A. General: Do not begin installation until materials sufficient to complete an entire room are received and are ready for installation.
- B. Field cut acoustical panels as required, in accordance with manufacturer's recommended procedures and equipment
- C. Install acoustical ceiling panels in accordance with quantity and lay-outs as shown on the architectural drawings. Acoustical ceiling panels shall be adhesively mounted in accordance with manufacturer's recommendations and/or as detailed on the drawings.

END OF SECTION

SECTION 09 90 00

PAINTING AND FINISHING

PART 1 GENERAL

1.1 GENERAL REQUIREMENTS

- A. Work of this Section, as shown or specified, shall be in accordance with the requirements of the Contract Documents.

1.2 LEED BUILDING - GENERAL REQUIREMENTS

- A. The City of New York requires the Contractor to implement practices and procedures to meet the project's environmental goals, which include achieving a LEED™ Silver Green Building rating. Specific project goals which may impact this area of work are listed in the applicable paragraphs of this specification section. The Contractor shall ensure that the requirements related to these goals, 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.

1.3 SECTION INCLUDES

- A. Work of this Section includes all labor, materials, equipment, and services necessary to complete the painting and finishing as shown on the drawings and/or specified herein, including, but not limited to, the following:
 - 1. Prime painting unprimed surfaces to be painted under this Section.
 - 2. Painting all items furnished with a prime coat of paint, including touching up or repairing of abraded, damaged or rusted prime coats applied by others.
 - 3. Painting all ferrous metal (except stainless steel) exposed to view.
 - 4. Painting all galvanized ferrous metals exposed to view.
 - 5. Painting concrete floor.
 - 6. Painting of steel deck and existing steel trusses.
 - 7. Painting pipes, pipe coverings, conduit, ducts, insulation, hangers, supports and other mechanical and electrical items and equipment exposed to view.
 - 8. Painting surfaces above, behind or below grilles, gratings, diffusers, louvers, lighting fixtures, and the like, which are exposed to view through these items.
 - 9. Incidental painting and touching up as required to produce proper finish for painted surfaces, including touching up of factory finished items.

10. Painting of any surface not specifically mentioned to be painted herein or on drawings, but for which painting is obviously necessary to complete the job, or work which comes within the intent of these specifications, shall be included as though specified.

1.4 RELATED SECTIONS

- A. Shop priming is required on some, but not all of the items scheduled to be field painted. Refer to other Sections of work for complete description.
- B. Shop Coat on Machinery and Equipment: Refer to the Sections under which various items of manufactured equipment with factory applied shop prime coats are furnished, including, but not necessarily limited to, the following Sections. All items of equipment furnished with prime coat finish shall be finish painted under this Section.
 1. Plumbing - Division 22.
 2. Heating, ventilation and air conditioning - Division 23.
- C. Color Coding of Mechanical Piping and Electrical Conduits - Divisions 22 and 26.
 1. This Color Coding consists of an adhesive tape system and is in addition to painting of piping and conduits under this Section, as specified above.

1.5 MATERIALS AND EQUIPMENT NOT TO BE PAINTED

- A. Items of equipment furnished with complete factory finish, except for items specified to be given a finish coat under this Section.
- B. Factory-finished toilet partitions.
- C. Factory-finished acoustical tile.
- D. Non-ferrous metals, except for items specified and/or indicated to be painted.
- E. Finished hardware, excepting hardware that is factory primed.
- F. Surfaces not to be painted shall be left completely free of droppings and accidentally applied materials resulting from the work of this Section.

1.6 QUALITY ASSURANCE

- A. Job Mock-Up
 1. In addition to the samples specified herein to be submitted for approval, apply in the field, at their final location, each type and color of approved paint materials, applied 10 feet wide, floor to ceiling of wall surfaces, before proceeding with the remainder of the work, for approval by the Commissioner. Paint mock-ups to include door and frame assembly.
 2. These applications when approved will establish the quality and workmanship for the work of this Section.

3. Repaint individual areas which are not approved, as determined by the Commissioner, until approval is received. Assume at least two paint mock-ups of each color and gloss for approval.
- B. Qualification of Painters: Use only qualified journeyman painters for the mixing and application of paint on exposed surfaces.
- C. Paint Coordination: Provide finish coats which are compatible with the prime paints used. Review other Sections of these specifications in which prime paints are to be provided to ensure compatibility of the total coatings system for the various substrates. Upon request from other subcontractors, furnish information on the characteristics of the finish materials proposed to be used, to ensure that compatible prime coats are used. Provide barrier coats over incompatible primers or remove and re-prime as required. Notify the Commissioner in writing of any anticipated problems using the coating systems as specified with substrates primed by others.
- D. All paints must conform to the Volatile Organic Compounds (VOC) standards of prevailing codes and ordinances.

1.7 SUBMITTALS

- A. LEED BUILDING Submittal Requirements: The contractor or subcontractor shall submit the following LEED BUILDING certification items:
 1. Material cost breakdowns, submitted in the format of the ENVIRONMENTAL BUILDING MATERIALS CERTIFICATION FORM, per Section 018113 - 1.5.C (Sustainable Design Requirements) of these specifications.
 2. Additional information to complete the ENVIRONMENTAL BUILDING MATERIALS CERTIFICATION FORM, as requested by the Commissioner.
 3. Letters of Certification, Product Cut Sheets, Material Safety Data Sheets, or other items to support the information provided in the ENVIRONMENTAL BUILDING MATERIALS CERTIFICATION FORM, as requested by the Commissioner.
 4. Material Safety Data Sheets, for all applicable products. 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).
 5. The LEED BUILDING Submittal information shall be assembled into one package per specification section (or per subcontractor), and sent to the Commissioner for review.
- B. Materials List

1. Before any paint materials are delivered to the job site, submit to the Commissioner a complete list of all materials proposed to be furnished and installed under this portion of the work.
2. This shall in no way be construed as permitting substitution of materials for those specified or accepted for this work by the Commissioner.

C. Samples

1. Accompanying the materials list, submit to the Commissioner copies of the full range of colors available in each of the proposed products.
2. Upon direction of the Commissioner, prepare and deliver to the Commissioner two (2) identical sets of Samples of each of the selected colors and glosses painted onto 8-1/2" x 11" x 1/4" thick material; whenever possible, the material for Samples shall be the same material as that on which the coating will be applied in the work.

- D. Manufacturer's Recommendations: In each case where material proposed is not the material specified or specifically described as an acceptable alternate in this Section of these specifications, submit for the Commissioner's review the current recommended method of application published by the manufacturer of the proposed material.

1.8 PRODUCT HANDLING

- A. Deliver all paint materials to the job site in their original unopened containers with all labels intact and legible at time of use.
- B. Protection
 1. Store only the approved materials at the job site, and store only in a suitable and designated area restricted to the storage of paint materials and related equipment.
 2. Use all means necessary to ensure the safe storage and use of paint materials and the prompt and safe disposal of waste.
 3. Use all means necessary to protect paint materials before, during and after application and to protect the installed work and materials of all other trades.
- C. Replacements: In the event of damage, immediately make all repairs and replacements necessary.

1.9 EXTRA STOCK

- A. Upon completion of this portion of the Work, deliver to the City of New York an extra stock of paint equaling approximately ten (10) percent of each color and gloss used and each coating material used, with all such extra stock tightly sealed in clearly labeled containers.

1.10 JOB CONDITIONS

- A. Apply water-based paints only when the temperature of surfaces to be painted and the surrounding air temperatures are between 50 degrees F. and 90 degrees F., unless otherwise permitted by the paint manufacturer's printed instructions.
- B. Apply solvent-thinned paints only when the temperature of surfaces to be painted and the surrounding air temperatures are between 45 degrees F. and 95 degrees F. unless otherwise permitted by the paint manufacturer's printed instructions.
- C. Do not apply paint in snow, rain, fog or mist; or when the relative humidity exceeds eighty-five (85) percent; or to damp or wet surfaces; unless otherwise permitted by the paint manufacturer's printed instructions.
- D. Painting may be continued during inclement weather only if the areas and surfaces to be painted are enclosed and heated within the temperature limits specified by the paint manufacturer during application and drying periods.

PART 2 PRODUCTS

2.1 PAINT MANUFACTURERS

- A. Except as otherwise noted, provide the painting products listed for all required painting made by one of the manufacturers listed in the paint schedule (Section 2.4). These companies are Benjamin Moore, Akzo Nobel Paint (Glidden Professional), and Sherwin Williams (S-W). Comply with number of coats and required minimum mil thicknesses as specified herein.

2.2 MATERIALS

- A. Provide undercoat paint produced by the same manufacturer as the finish coats. Use only thinners approved by the paint manufacturer, and use only to recommended limits.
- B. Colors and Glosses: All colors and glosses shall be as selected by the Commissioner. Certain colors will require paint manufacturer to prepare special factory mixes to match colors selected by the Commissioner. Color schedule (with gloss) shall be furnished by the Commissioner.
- C. Coloring Pigment: Products of or furnished by the manufacturer of the paint or enamel approved for the work.
- D. Linseed Oil: Raw or boiled, as required, of approved manufacture, per ASTM D 234 and D 260, respectively.
- E. Turpentine: Pure distilled gum spirits of turpentine, per ASTM D 13.
- F. Shellac: Pure gum shellac (white or orange) cut in pure denatured alcohol using not less than four (4) lbs. of gum per gallon of alcohol.
- G. Driers, Putty, Spackling Compound, Patching Plaster, etc.: Best quality, of approved manufacture.

- H. Heat Resistant Paint: Where required, use heat resistant paint when applying paint to heating lines and equipment.

2.3 GENERAL STANDARDS

- A. The various surfaces shall be painted or finished as specified below in Article 2.4. However, the Commissioner reserves the right to change the finishes within the range of flat, semi-gloss or gloss, without additional cost to the City of New York.
- B. All paints, varnishes, enamels, lacquers, stains and similar materials must be delivered in the original containers with the seals unbroken and label intact and with the manufacturer's instructions printed thereon.
- C. All painting materials shall bear identifying labels on the containers with the manufacturer's instructions printed thereon.
- D. Paint shall not be badly settled, caked or thickened in the container, shall be readily dispersed with a paddle to a smooth consistency and shall have excellent application properties.
- E. Paint shall arrive on the job color-mixed except for tinting of under-coats and possible thinning.
- F. All thinning and tinting materials shall be as recommended by the manufacturer for the particular material thinned or tinted.
- G. It shall be the responsibility of the Contractor to see that all mixed colors match the color selection made by the Commissioner prior to application of the coating.

2.4 SCHEDULE OF FINISHES

A. Exterior Galvanized Ferrous Metal

- Primer Moore IMC Acrylic Metal Primer (M04)
Akzo Devflex 4020 FF DTM Primer/Flat Finish
Sherwin-Williams Galvite HS Primer, B50WZ30
- First Coat: Moore Urethane Alkyd Gloss Enamel (Z22)
Akzo Devflex 4216 High Performance WB Acrylic S/G
Sherwin-Williams Industrial Enamel HS, B54Z-400
- Second Coat: Same as recommended first coat.

B. Interior Ferrous Metal

Satin Finish/Latex

- Primer: 1 coat Moore Alkyd Metal Primer (Z06)
1 coat Akzo Devflex 4020 PF DTM Prime/Flat Finish or touch-up shop primer
1 coat Sherwin-Williams Pro Industrial Pro-Cryl Universal Primer B66-310
- First Coat: 1 coat Moore Super Spec-HP DTM Acrylic Low Luster P25
1 coat Akzo: Glidden Professional Diamond 350 Acrylic Eggshell

GP1403

- Second Coat: 1 coat S-W Pro-Classic Waterborne Acrylic Satin, B20
 1 coat Moore Super Spec-HP DTM Acrylic Low Luster P25
 1 coat Akzo: Glidden Professional Diamond 350 Acrylic Eggshell
 GP1403
 1 coat S-W Pro-Classic Waterborne Acrylic Satin, B20
 a. Total DFT not less than: 3.9 mils

Semi-Gloss Finish/Latex

- Primer: 1 coat Moore Super Spec-HP Acrylic Metal Primer (P04)
 1 coat Akzo Devflex 4020 PF DTM Primer/Flat Finish or touch-up
 shop primer.
 1 coat Sherwin-Williams, Pro Industrial Pro-Cryl Universal Primer
 B66-310
 First Coat: 1 coat Moore Super Spec HP DTM Acrylic Semi-Gloss (P29)
 1 coat Akzo: Glidden Professional Diamond 350 Acrylic S/G 6P1407
 1 coat S-W Pro-Classic Waterborne Acrylic Semi-Gloss, B31
 Second Coat: 1 coat Moore Super Spec HP DTM Acrylic Semi-Gloss (P29)
 1 coat Akzo: Glidden Professional Diamond 350 Acrylic S/G 6P1407
 1 coat S-W Pro-Classic Waterborne Acrylic Semi-Gloss, B31
 a. Total DFT not less than: 4.0 mils

C. Interior Drywall

Flat Finish/Vinyl Acrylic Latex

- Primer: 1 coat Moore Ultra Spec 500 Interior Latex Primer (N534)
 1 coat Akzo Glidden Professional Gripper GP 3210
 1 coat S-W Promar 200 Interior Latex Primer
 First Coat: 1 coat Moore Ultra Spec 500 Latex Flat (N536)
 1 coat Akzo Glidden Professional Diamond 350 Flat GP 1201
 1 coat S-W Promar 200 "O" VOC Interior Latex Flat, B30-2600
 Second Coat: 1 coat Moore Ultra Spec 500 Latex Flat (N536)
 1 coat Akzo Glidden Professional Diamond 350 Flat GP 1201
 1 coat S-W Promar 200 "O" VOC Interior Latex Flat, B30-2600
 a. Total DFT not less than: 3.6 mils

Eggshell Finish/Vinyl Acrylic Latex

- Primer: 1 coat Moore Ultra Spec 500 Interior Latex Primer (N534)
 1 coat Akzo Glidden Professional Gripper GP 3210
 1 coat S-W Promar 200 Interior Latex Primer,
 First Coat: 1 coat Moore Ultra Spec 500 Interior Latex Eggshell (N538)
 1 coat Akzo Glidden Professional Diamond 350 Acrylic Eggshell GP
 1403
 1 coat S-W Promar 200 "O" VOC Interior Latex Egg-Shell, B20-2600
 Second Coat: 1 coat Moore Ultra Spec 500 Interior Latex Eggshell (N538)
 1 coat Akzo Glidden Professional Diamond 350 Acrylic Eggshell GP
 1403
 1 coat S-W Promar 200 "O" VOC Interior Latex Egg-Shell B20-2600
 a. Total DFT not less than: 3.8 mils

D. Primer for Fiberglass Faced Drywall:

- 1 coat Glidden Prep and Primer Gripper Multi-Purpose Interior/Exterior Water Based Primer Sealer 3210-1200
- 1 coat Pratt & Lambert "Suprime" Interior Latex Enamel Undercoater Z1013/F1013
- 1 coat Sherwin Williams "Builders Solution."
- 1 coat Benjamin Moore 046 Fresh Start Acrylic Superior Primer

E. Concrete Floor Paint

- Primer: 1 coat I.M.C. Polyamide Epoxy Clear Sealer/Finish (CM36-00/M37)
- First Coat: 1 coat IM.C. Polyamide Epoxy Semi-Gloss (M36/M38)
- Second Coat: Same as first coat.
- Broadcast M67 anti slip aggregate in the first coat.

2.5 EXISTING SURFACES TO BE PAINTED

- A. Existing surfaces shall be painted in accordance with schedule given in Article 2.4 herein except that first or prime coat may be eliminated where existing paint is sound. Where existing paint must be removed down to base material, provide first or prime coat as specified.

2.6 PIPING AND MECHANICAL EQUIPMENT EXPOSED TO VIEW

- A. Paint all exposed piping, conduits, ductwork and mechanical and electrical equipment. Use heat resisting paint when applied to heating lines and equipment. The Contractor is cautioned not to paint or otherwise disturb moving parts in the mechanical systems. Mask or otherwise protect all parts as required to prevent damage.
- B. Exposed Uncovered Ductwork, Piping, Hangers and Equipment: Latex Enamel Undercoater and one (1) coat Acrylic Latex Flat.
- C. Exposed Covered Piping, Duct Work and Equipment: Primer/Sealer and one (1) coat Acrylic Latex Flat.
- D. Panel Boards, Grilles and Exposed Surfaces of Electrical Equipment: Latex Enamel Undercoater and two (2) coats Latex Semi-Gloss.
- E. Equipment or Apparatus with Factory-Applied Paint: Refinish any damaged surfaces to match original finish. Do not paint over name plates and labels.
- F. All surfaces of insulation and all other work to be painted shall be wiped or washed clean before any painting is started.
- G. All conduit, boxes, distribution boxes, light and power panels, hangers, clamps, etc., are included where painting is required.
- H. All items of Mechanical and Electrical trades which are furnished painted under their respective Contracts shall be carefully coordinated with the work of this Section so as to leave no doubt as to what items are scheduled to be painted under this Section.

PART 3 EXECUTION

3.1 INSPECTION

- A. Examine the areas and conditions where painting and finishing are to be applied and correct any conditions detrimental to the proper and timely completion of the work. Do not proceed with the work until unsatisfactory conditions are corrected to permit proper installation of the work.

3.2 GENERAL WORKMANSHIP REQUIREMENTS

- A. Only skilled mechanics shall be employed. Application may be by brush or roller. Spray application only upon acceptance from the Commissioner in writing.
- B. The Contractor shall furnish the Commissioner a schedule showing when he expects to have completed the respective coats of paint for the various areas and surfaces. This schedule shall be kept current as the job progresses.
- C. The Contractor shall protect his work at all times, and shall protect all adjacent work and materials by suitable covering or other method during progress of his work. Upon completion of the work, he shall remove all paint and varnish spots from floors, glass and other surfaces. He shall remove from the premises all rubbish and accumulated materials of whatever nature not caused by others and shall leave his part of the work in clean, orderly and acceptable condition.
- D. Remove and protect hardware, accessories, device plates, lighting fixtures, and factory finished work, and similar items, or provide ample in place protection. Upon completion of each space, carefully replace all removed items by workmen skilled in the trades involved.
- E. Remove electrical panel box covers and doors before painting walls. Paint separately and re-install after all paint is dry.
- F. All materials shall be applied under adequate illumination, evenly spread and flowed on smoothly to avoid runs, sags, holidays, brush marks, air bubbles and excessive roller stipple.
- G. Coverage and hide shall be complete. When color, stain, dirt or undercoats show through final coat of paint, the surface shall be covered by additional coats until the paint film is of uniform finish, color, appearance and coverage, at no additional cost to the City of New York.
- H. All coats shall be dry to manufacturer's recommendations before applying succeeding coats.
- I. Do not apply paint behind frameless mirrors that use mastic for adhering to wall surface.

3.3 PREPARATION OF SURFACES

- A. Existing Surfaces: Clean existing surfaces requiring paint or finishing, remove all loose and flaking paint or finish and sand surface smooth as required to receive new paint or

finish. No "telegraphing" of lines, ridges, flakes, etc., through new surfacing is permitted. Where this occurs, Contractor shall be required to sand smooth and re-finish until surface meets with Commissioner's approval.

B. General

1. The Contractor shall be held wholly responsible for the finished appearance and satisfactory completion of painting work. Properly prepare all surfaces to receive paint, which includes cleaning, sanding, and touching-up of all prime coats applied under other Sections of the work. Broom clean all spaces before painting is started. All surfaces to be painted or finished shall be perfectly dry, clean and smooth.
2. Perform all preparation and cleaning procedures in strict accordance with the paint manufacturer's instructions and as herein specified, for each particular substrate condition.
3. Clean surfaces to be painted before applying paint or surface treatments. Remove oil and grease with clean cloths and cleaning solvents prior to mechanical cleaning. Program the cleaning and painting so that dust and other contaminants from the cleaning process will not fall in wet, newly painted surfaces.

C. Metal Surfaces

1. Weld Fluxes: Remove weld fluxes, splatters, and alkali contaminants from metal surfaces in an approved manner and leave surface ready to receive painting.
2. Bare Metal: Thoroughly clean off all foreign matter such as grease, rust, scale and dirt before priming coat is applied. Clean surfaces, where solder flux has been used, with benzene. Clean surfaces by flushing with mineral spirits. For aluminum surfaces, wipe down with an oil free solvent prior to application of any pre-treatment.
 - a. Bare metal to receive high performance coating specified herein must be blast cleaned SSPC SP-6 prior to application if field applied primer; coordinate with steel trades furnishing ferrous metals to receive this coating to insure that this cleaning method is followed.
3. Shop Primed Metal: Clean off foreign matter as specified for "Bare Metal." Prime bare, rusted, abraded and marred surfaces with approved primer after proper cleaning of surfaces. Sandpaper all rough surfaces smooth.
4. Galvanized Metal: Prepare surface as per the requirements of ASTM D 6386.
5. Metal Filler: Fill dents, cracks, hollow places, open joints and other irregularities in metal work to be painted with an approved metal filler suitable for the purpose and meeting the requirements of the related Section of work; after setting, sand to a smooth, hard finish, flush with adjoining surface.

D. Concrete Floor: Shot blast floors to remove all laitance and deleterious materials.

- E. Gypsum Drywall Surfaces: Scrape off all projections and splatters, spackles all holes or depressions, including taped and spackled joints, sand smooth. Conform to standards established in Section 092900, "Gypsum Drywall."
- F. Wood Surfaces: Sand to remove all roughness, loose edges, splinters, or splinters and then brush to remove dust. Wash off grease or dirt with an approved cleaner. Fill all cracks, splits, nail holes, screw holes, and surface defects with putty after the priming coat has been applied. Putty shall be brought up flush with the surface and sanded smooth and touched-up with primer when dry.
- G. Block Masonry Surfaces: Thoroughly clean off all grit, grease, dirt mortar drippings or splatters, and other foreign matter. Remove nibs or projections from masonry surfaces. Fill cracks, holes or voids, not filled under the "Masonry" Section, with Portland cement grout, and bag surface so that it has approximately the same texture as the adjacent masonry surface.
- H. Testing for Moisture Content: Contractor shall test all plaster, masonry, and drywall surfaces for moisture content using a reliable electronic moisture meter. Contractor shall also test latex type fillers for moisture content before application of top coats of paint. Do not apply any paint or sealer to any surface or to latex type filler where the moisture content exceeds seven (7) percent as measured by the electronic moisture meter.
- I. Touch-Up: Prime paint all patched portions in addition to all other specified coats.

3.4 MATERIALS PREPARATION

- A. Mix and prepare painting materials in strict accordance with the manufacturer's directions.
- B. Store materials not in actual use in tightly covered containers. Maintain containers used in storage, mixing, and application of paint in a clean condition, free of foreign materials and residue.
- C. Stir all materials before application to produce a mixture of uniform density, and as required during the application of the materials. Do not stir any film which may form on the surface into the material. Remove the film and, if necessary, strain the material before using.
- D. Tint each undercoat a lighter shade to facilitate identification of each coat where multiple coats of the same material are to be applied. Tint undercoats to match the color of the finish coat, but provide sufficient difference in shade of undercoats to distinguish each separate coat.

3.5 APPLICATION

- A. General
 - 1. Apply paint by brush or roller in accordance with the manufacturer's directions. Use brushes best suited for the type of material being applied. Use rollers of

carpet, velvet back, or high pile sheep's wool as recommended by the paint manufacturer for material and texture required.

2. The number of coats and paint film thickness required is the same regardless of the application method. Do not apply succeeding coats until the previous coat has completely dried. Sand between each enamel or varnish coat application with fine sandpaper, or rub surfaces with pumice stone where required to produce an even, smooth surface in accordance with the coating manufacturer's directions.
3. Apply additional coats when undercoats, stains, or other conditions show through the final coat of paint, until the paint film is of uniform finish, color and appearance. Give special attention to insure that all surfaces, including edges, corners, crevices, welds, and exposed fasteners receive a film thickness equivalent to that of flat surfaces.
4. Paint surfaces behind movable equipment and furniture the same as similar exposed surfaces. Paint surfaces behind permanently fixed equipment or furniture with prime coat only.
 - a. "Exposed surfaces" is defined as those areas visible when permanent or built-in fixtures, convector covers, covers for finned tube radiation, grilles, etc., are in place in areas scheduled to be painted.
5. Paint interior surfaces of ducts, where visible through registers or grilles, with a flat, non-specular black paint, before final installation of equipment.
6. Paint the back sides of access panels, removable or hinged covers to match the exposed surfaces.
7. Finish doors on tops, bottoms, and side edges the same as the faces, unless otherwise indicated.
8. Enamel finish applied to metal shall be sanded with fine sandpaper and then cleaned between coats to produce an even surface.

B. Scheduling Painting

1. Apply the first coat material to surfaces that have been cleaned, pre-treated or otherwise prepared for painting as soon as practicable after preparation and before subsequent surface deterioration.
2. Allow sufficient time between successive coatings to permit proper drying. Do not re-coat until paint has dried to where it feels firm, does not deform or feel sticky under moderate thumb pressure, and the application of another coat of paint does not cause lifting or loss of adhesion of the undercoat.

- C. Prime Coats:** Re-coat primed and sealed walls and ceilings where there is evidence of suction spots or unsealed areas in first coat, to assure a finish coat with no burn-through or other defects due to insufficient sealing.

- D. Pigmented (Opaque) Finishes: Completely cover to provide an opaque, smooth surface of uniform finish, color, appearance and coverage.
- E. "Touching-Up" of Factory Finishes: Unless otherwise specified or shown, materials with a factory finish shall not be painted at the project site. To "touch-up," the Contractor shall use the factory finished material manufacturer's recommended paint materials to repair abraded, chipped, or otherwise defective surfaces.

3.6 PROTECTION

- A. Protect work of other trades, whether to be painted or not, against damage by the painting and finishing work. Leave all such work undamaged. Correct any damages by cleaning, repairing or replacing, and repainting, as acceptable to the Commissioner.
- B. Provide "Wet Paint" signs as required to protect newly painted finishes. Remove temporary protective wrappings provided by others for protection of their work after completion of painting operations.

3.7 CLEAN UP

- A. During the progress of the work, remove from the site all discarded paint materials, rubbish, cans and rags at the end of each work day.
- B. Upon completion of painting work, clean window glass and other paint spattered surfaces. Remove spattered paint by proper methods of washing and scraping, using care not to scratch or otherwise damage finished surfaces.
- C. At the completion of work of other trades, touch-up and restore all damaged or defaced painted surfaces.

END OF SECTION

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SECTION 09 96 23

GRAFFITI RESISTANT COATING

PART 1 GENERAL

1.1 GENERAL REQUIREMENTS

- A. Work of this Section, as shown or specified, shall be in accordance with the requirements of the Contract Documents.

1.2 LEED BUILDING - GENERAL REQUIREMENTS

- A. The City of New York requires the Contractor to implement practices and procedures to meet the project's environmental goals, which include achieving a LEED™ Silver Green Building rating. Specific project goals which may impact this area of work are listed in the applicable paragraphs of this specification section. The Contractor shall ensure that the requirements related to these goals, 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.

1.3 SECTION INCLUDES

- A. Work of this Section includes all labor, materials, equipment, and services necessary to complete the graffiti resistant coatings as shown on the drawings and/or specified herein.

1.4 PERFORMANCE REQUIREMENTS

- A. Treated surfaces shall resist the penetration of spray paint, felt tip markers and shall be non-sacrificial for a minimum of 20 cleaning cycles.
- B. The coating shall not significantly alter texture or appearance.
- C. The surface shall permit moisture vapor to escape from the substrate.

1.5 SUBMITTALS

- A. LEED BUILDING Submittal Requirements: The contractor or subcontractor shall submit the following LEED BUILDING certification items:
 - 1. Material cost breakdowns, submitted in the format of the ENVIRONMENTAL BUILDING MATERIALS CERTIFICATION FORM, per Section 018113 - 1.5.C (Sustainable Design Requirements) of these specifications.
 - 2. Additional information to complete the ENVIRONMENTAL BUILDING MATERIALS CERTIFICATION FORM, as requested by the Commissioner.



3. Letters of Certification, Product Cut Sheets, Material Safety Data Sheets, or other items to support the information provided in the ENVIRONMENTAL BUILDING MATERIALS CERTIFICATION FORM, as requested by the Commissioner.
 4. Material Safety Data Sheets, for all applicable products. 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).
 5. The LEED BUILDING Submittal information shall be assembled into one package per specification section (or per subcontractor), and sent to the Commissioner for review.
- B. Product Data: Submit manufacturer's technical data and general recommendations for product use.
1. Include detailed application instructions, including weather limitations, condition of substrates, surface preparation, protection of adjacent surfaces, application of products, and cleaning of accidental overspray and spills.
- C. Certifications: Submit the following:
1. Certification by product manufacturer that products supplied comply with local regulations controlling use of volatile organic compounds (VOC).
 2. Certification from product manufacturer that installer is trained by manufacturer for installation of manufacturer's products.
- 1.6 QUALITY ASSURANCE
- A. Regulatory Requirements: Comply with applicable rules of the pollution-control regulatory agency having jurisdiction in the Project locale regarding volatile organic compounds (VOC) and use of hydrocarbon solvents.
- B. Project Mockup: Apply graffiti resistant coatings to mockup area of the building as directed by the Commissioner, either partial or full coverage as directed, before proceeding with installation. Comply with installation requirements of this Section.
- 1.7 PRODUCT HANDLING
- A. Delivery: Deliver materials to the job site in original, unopened containers bearing the manufacturer's name and label containing the following information:
1. Product name and title of material.
 2. Manufacturer's stock number and date of manufacture.
 3. Manufacturer's name.



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4. Contents by volume for silicone and vehicle constituents.
 5. Mixing instructions.
 6. Application instructions.
 7. Batch and code numbers.
- B. Storage: Store materials in accordance with manufacturer's requirements.
- 1.8 PROJECT CONDITIONS
- A. Weather and Substrate Conditions: Do not proceed with application of graffiti resistant coatings (except with written recommendation of manufacturer) under any of the following conditions:
1. Ambient temperature is less than 40 deg F.
 2. Rain or temperatures below 40 deg F are predicted for a period of 24 hours.
 3. Earlier than 24 hours after surfaces became wet.
 4. Substrate is frozen or surface temperature is less than 40 deg F.
 5. Windy condition such that liquid material may be blown to vegetation or substrates not intended.
- B. Comply with manufacturer's recommendations as to all environmental conditions under which coatings and coating systems can be applied.

PART 2 PRODUCTS

2.1 MANUFACTURER

- A. Anti-graffiti coatings for this project are based on product/system of Prosoco, Inc. (phone: 800-255-4255).
1. Comparable products of the following manufacturers will be considered, provided they meet or exceed specified product characteristics and comply with requirements of the contract documents:
 - a. American Polymer Corp. (800-676-5963).
 - b. Aquarius Coatings, Inc. (800-561-6750).
 - c. Dumond Chemicals. (212-764-5762).
 - d. Or an approved equal.



2.2 ANTI-GRAFFITI SYSTEM

- A. Basis of Design Product: ProSoCo Defacer Eraser "Sacrificial Coating SC-1"; a clear, water-based sacrificial coating for control of graffiti on building surfaces. Product acts as a graffiti barrier, preventing spray paints, crayons and ink from penetrating and staining the underlying surface.
1. Technical Data:
 - a. Form: White semi-opaque liquid.
 - b. Specific Gravity: 0.976.
 - c. pH: 9.5 - 10.
 - d. Weight/Gallon: 8.12 lbs.
 - e. Flash Point: >200 degrees F per ASTM D 3278.
 - f. Freeze Point: 32 degrees F.
 - g. VOC Content: Complies with all known national, state and district AIM VOC regulations.

PART 3 EXECUTION

3.1 PREPARATION

- A. Clean substrate of substances that might interfere with penetration or performance of anti-graffiti coating. Test for moisture content, according to coating manufacturer's instructions to ensure that surface is sufficiently dry.
- B. Protect adjoining work, including sealant bond surfaces, from spillage or blowover of coating. Cover adjoining and nearby surfaces of aluminum and glass where there is the possibility of the coating being deposited on surfaces. Cover live plants and grass. Immediately clean coating from adjoining surfaces, complying with manufacturer's cleaning recommendations.
- C. Coordination with Sealants: Do not apply coating until the sealants for joints adjacent to surfaces receiving graffiti resistant coatings have been installed and cured.
1. Graffiti resistant coatings work may precede sealant application only if sealant adhesion and compatibility have been tested and verified using substrate, anti-graffiti coating, and sealant materials identical to those used in the work.
- D. Test Application: Prior to performing graffiti resistant coatings work, including bulk purchase or delivery of products, prepare a small application in an unobtrusive location, in a manner acceptable to the Commissioner, to demonstrate the final effect (visual, physical, and chemical) of planned installation. Proceed with work only after Commissioner accepts test application or as otherwise directed.

3.2 MIXING

- A. Use as supplied by manufacturer without additions of any solvents, catalysts, or curing agents. Refer to manufacturer's recommendations.

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3.3 INSTALLATION

- A. Use spray methods of application, unless otherwise recommended by manufacturer, and as approved by Commissioner.
- B. Apply coatings in accordance with manufacturer's Application Guide.
 - 1. Spray surface lightly from top to bottom. Use overlapping horizontal spray pattern. Follow up with a vertical stroke for deep vertical recesses. Avoid flooding the surface or creating heavy rundowns.
 - 2. Let treatment penetrate for one or two minutes. Remove buildups using a damp brush or roller.
 - 3. Let previous coat dry to the touch (20 to 30 minutes). Lightly apply subsequent coats. Product will dry thoroughly in one or two hours.
- C. Provide coverage rates as recommended by manufacturer.
- D. Comply with manufacturer's instructions for limitations on drying time between coats and after rainstorm wetting of surfaces between coats. Consult manufacturer's technical representative if printed recommendations are not applicable to project conditions.

3.4 ADJUST AND CLEAN

- A. Remove and replace all surfaces which have been damaged due to work of this section at no additional cost to the City of New York.
- B. Completely remove from areas of work and City of New York 's property all waste materials, rubbish, scaffolds and debris resulting from the work of this section.

3.5 SYSTEM MAINTENANCE

- A. Provide the City of New York with 10 gallons of manufacturer's recommended coating maintenance product. Instruct City of New York's personnel in proper care, maintenance and recoating procedures.

END OF SECTION



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SECTION 10 14 00 - SIGNAGE

PART 1 GENERAL

1.1 GENERAL REQUIREMENTS

- A. Work of this Section, as shown or specified, shall be in accordance with the requirements of the Contract Documents

1.2 LEED BUILDING—GENERAL REQUIREMENTS

- A. The City of New York requires the Contractor to implement practices and procedures to meet the project's environmental goals, which include achieving a LEED™ Silver Green Building rating. Specific project goals which may impact this area of work are listed in the applicable paragraphs of this specification section. The Contractor shall ensure that the requirements related to these goals, 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.

1.3 SECTION INCLUDES

- A. The Work of Section includes all labor, material equipment and services necessary to complete interior signs.

1.4 REFERENCES

- A. Americans with Disabilities Act (ADA) Standards for Accessible Design (2010)
- B. 2008 New York City Fire Code
- C. 2008 New York City Building Code

1.5 SUBMITTALS

- A. Shop Drawings: Indicate sign styles, lettering font, foreground and background colors, locations, overall dimensions of each sign.
- B. Samples: Submit two signs, 6" x 6" in size illustrating type, style, letter font, and colors specified; method of attachment.
- C. Manufacturer's Installation Instructions: Submit installation template and attachment devices.



1.6 QUALIFICATIONS

- A. Manufacturer: Company specializing in manufacturing Products specified in this section with minimum (3) years experience.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Package signs, labeled in name groups.
- B. Store adhesive attachment tape at ambient room temperatures.

1.8 ENVIRONMENTAL REQUIREMENTS

- A. Environmental conditions affecting products on site.
- B. Do not install signs when ambient temperature is lower than recommended by manufacturer.
- C. Maintain this minimum temperature during and after installation of signs.

PART 2 PRODUCTS

2.1 ADA COMPLIANT SIGNAGE

- A. Apco Signs, ASI Signage, Accent Signage, or approved equal as selected by Commissioner.
- B. Silk Screened Signs: Letters high silk screened onto plastic surface:
 - 1. Sign Color: By Commissioner
 - 2. Character Color: By Commissioner
 - 3. Total Thickness: 1/8"
 - 4. Height: Varies
 - 5. Edges: Square
 - 6. Character Font: By Commissioner
- C. Raised Letter Signs, Base Material: Solid color acrylic plastic:
 - 1. Total Thickness: 1/8"
 - 2. Height: Varies
 - 3. Edges: Square
 - 4. Character Font: By Commissioner
- D. Raised Character Size and Style: Acrylic plastic, character adhered to base material:
 - 1. Character Color: By Commissioner
 - 2. Character Thickness: 1/8"
 - 3. Height: 5/8"
 - 4. Edges: Square
 - 5. Character Font: By Commissioner
- E. Graphic Style: Handicapped type.



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2.2 ACCESSORIES

- A. Tape Adhesive: Double sided tape, permanent adhesive.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verification of existing conditions before starting work.

3.2 INSTALLATION

- A. Install signs after doors and surfaces are finished, in locations as directed by Commissioner
- B. Center sign on door surface, level.
- C. Locate sign on wall surface, level.

END OF SECTION



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SECTION 10 21 14

FLOOR MOUNTED TOILET PARTITIONS

PART 1 GENERAL

1.1 GENERAL REQUIREMENTS

- A. Work of this Section, as shown or specified, shall be in accordance with the requirements of the Contract Documents.

1.2 LEED BUILDING - GENERAL REQUIREMENTS

- A. The City of New York requires the Contractor to implement practices and procedures to meet the project's environmental goals, which include achieving a LEED™ Silver Green Building rating. Specific project goals which may impact this area of work are listed in the applicable paragraphs of this specification section. The Contractor shall ensure that the requirements related to these goals, 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.

1.3 SECTION INCLUDES

- A. Work of this Section includes all labor, materials, equipment and services necessary to complete the floor mounted toilet partitions as shown on the drawings and/or specified herein.

1.4 RELATED SECTIONS

- A. Gypsum board partitions - Section 092900.
- B. Ceramic tile - Section 093000.
- C. Toilet accessories - Section 102800.

1.5 QUALITY ASSURANCE

- A. Field Measurements: Take field measurements prior to fabrication to ensure proper fitting of the work.
- B. Inserts and Anchorages: Furnish inserts and anchoring devices which must be built into other work for the installation of toilet partitions and related work. Coordinate delivery with other work to avoid delay.

1.6 SUBMITTALS

- A. LEED BUILDING Submittal Requirements: The contractor or subcontractor shall submit the following LEED BUILDING certification items:
1. Material cost breakdowns, submitted in the format of the ENVIRONMENTAL BUILDING MATERIALS CERTIFICATION FORM, per Section 018113 - 1.5.C (Sustainable Design Requirements) of these specifications.
 2. Additional information to complete the ENVIRONMENTAL BUILDING MATERIALS CERTIFICATION FORM, as requested by the Commissioner.
 3. Letters of Certification, Product Cut Sheets, Material Safety Data Sheets, or other items to support the information provided in the ENVIRONMENTAL BUILDING MATERIALS CERTIFICATION FORM, as requested by the Commissioner.
 4. Material Safety Data Sheets, for all applicable products. 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).
 5. The LEED BUILDING Submittal information shall be assembled into one package per specification section (or per subcontractor), and sent to the Commissioner for review.
- B. Shop Drawings: Before any of the materials of this Section are delivered to the job site, submit the following:
1. Room layouts and elevations for all areas, with dimensions based on actual dimensions taken at job site.
 2. Materials, finishes, details of construction, gauges of metal, hardware, fastening and anchoring conditions and relation to adjoining constructions.
- C. Samples: Submit the following:
1. One 12" x 12" sample of baked enamel finish for each color indicated.
 2. One sample of each type of hardware and fitting item including related fasteners. Include all items listed under 2.3 C. below.
- D. Templates: Submit templates to other trades as required for support of toilet partitions.

PART 2 PRODUCTS

2.1 TOILET PARTITIONS AND VISION SCREEN/TYPES AND MANUFACTURERS

- A. Provide floor mounted toilet partitions and vision screens of the types indicated, as manufactured by one of the following, or approved equal:
 - 1. "Flushart" of Flush-Metal Partition Corp.
 - 2. "Floor Anchored" of the Global Steel Products Corp.
 - 3. "Luxor Type FT-700" of the Metpar Co.
- B. Manufacturer's name or identifying markings are not permitted on exposed surfaces of metal toilet partition, vision screen, or related hardware.

2.2 URINAL SCREENS/TYPES AND MANUFACTURERS

- A. Provide wall mounted urinal screens of the types indicated, as manufactured by one of the following, or approved equal:
 - 1. "WH Wall Hung" of Flush Metal Partition Corp.
 - 2. "Wall Hung" of the Global Steel Products Corp.
 - 3. "Type T Wall Hung" of the Metpar Co.
- B. Manufacturer's name or identifying markings not permitted on exposed surfaces of urinal screens or related hardware.

2.3 MATERIALS FOR TOILET PARTITIONS AND SCREENS

- A. Steel Sheet for Baked Enamel Finish: Prime quality carbon steel, cold rolled, stretcher leveled, galvanized (0.00015" thick galvanized coating on each face) and bonderized.
- B. Core Insulation: Manufacturer's standard rot-proof and vermin-proof double faced honeycomb or corrugated type core material; required in all panels, screens, pilasters and doors.
- C. Hardware: Solid forged brass or stainless steel (Type 302 or 304), as indicated below. Stamped, cast alloy, or aluminum extrusions shall not be accepted.
 - 1. Pilaster Shoes: Stainless steel, one piece (no visible joints or seams) flush or offset design, twenty (20) gauge.
 - 2. Hinges: Gravity hinge type, self-closing, concealed within door, fully adjustable, to bring door to rest in thirty (30) degree open position. Hinge brackets solid forged brass or stainless steel, with solid stainless steel pin and pintles.
 - 3. Latch: Solid forged brass with solid stainless steel slide.

4. Strike and Keeper: One piece, solid forged brass or sixteen (16) gauge stainless steel, with rubber bumper mechanically applied and theft proof.
5. Bumper Coat Hook: Solid forged brass, with ferrule held rubber bumper on back of each toilet compartment door.
6. Stirrup Brackets: Fourteen (14) gauge stainless steel or forged brass.
7. Hardware Finishes
 - a. On Forged Brass: Heavy chromium plating over nickel over copper. Satin Finish (US26D).
 - b. On Stainless Steel: No. 4, Satin Finish.
- D. Fasteners: Provide exposed fasteners of stainless steel or chromium plated brass, same finish as adjoining metal, theft proof. Provide concealed fasteners of non-corrosive metal.
- E. Furnish galvanized steel anchorage devices, complete with threaded rods, lock washers, and leveling adjustment nuts at pilasters, to permit structural connection at floor. Furnish shoe at each pilaster to conceal anchorage.

2.4 FABRICATION

- A. Minimum Acceptable Metal Gauges
 1. Face Sheets for Panels and Screens: Twenty (20) gauge steel sheet.
 2. Face Sheets for Doors: Twenty-two (22) gauge steel sheet.
 3. Face Sheets for Pilasters: Sixteen (16) gauge steel sheet for baked enamel finish, unless otherwise indicated.
 - a. For pilasters less than four (4) inches wide - fourteen (14) gauge.
 4. Edge Moldings: Eighteen (18) gauge galvanized, bonderized steel.
 5. Concealed Reinforcement: Fourteen (14) gauge galvanized steel for tapping and twelve (12) gauge galvanized steel for anchoring devices.
- B. Thicknesses
 1. Panels, Screens and Doors: One (1) inch overall thickness.
 2. Pilasters: 1-1/4" overall thickness.
- C. Sizes: As shown on drawings. Pilasters for compartments shall all be of the same width, except end pilasters which shall be approximately 1/2 the normal width.

D. Construction

1. Panels, screens, doors and pilasters shall have face sheets, with formed edges, pressure cemented to each side of core insulation, providing flat, smooth surface, free of waves, warping, buckles or other defects.
2. Lock edges of face sheets together by either concealed tack welding face sheets at contacting edges at eight (8) inches o.c. and installing interlocking edge molding, or by using a combination integral edge molding and internal reinforcing channel epoxy bonded to face sheets.
3. Edge molding shall have corners mitered, welded or brazed, ground flush and finished to match adjacent surfaces. Corners, caps or exposed welds not permitted.
4. Provide concealed reinforcement for hardware, grab bars, fastenings and accessories specified for in both work of this Section and in work of other Sections (such as Toilet Accessories), and for rigidity, strength and support of units in accordance with requirements of type and use of metal toilet partitions. Cut partitions in shop to receive toilet accessories, using templates furnished by Section 102800.

E. Compartment Sizes: Unless otherwise indicated, minimum dimensions of components for toilet compartments shall be as follows:

1. Enclosure Height: 5'-10".
2. Typical Door Width: 2'-0".
3. Door Width for Barrier Free Compartments: 2'-10".
4. Door Height: 4'-0".
5. Floor Clearance: 1'-0".

2.5 FINISHES

- A. Baked Enamel Finish: Clean steel sheet and surfaces and factory apply one (1) coat of rust inhibitive baked-on primer and two (2) coats of synthetic semi-gloss baked-on enamel on all exposed surfaces.
 1. Colors: As selected by Commissioner.
- B. Touch-Up Paint: Furnish City of New York with one (1) gallon of each color of enamel finish paint for City of New York's use.

PART 3 EXECUTION

3.1 INSPECTION

- A. Examine the areas and conditions where floor mounted toilet partitions are to be installed and correct any conditions detrimental to the proper and timely completion of the work. Do not proceed with the work until unsatisfactory conditions are corrected to permit proper installation of the work.

3.2 INSTALLATION

- A. Install work of this Section in a rigid and permanent manner, straight and plumb, with all horizontal lines level.
- B. Install panels and doors twelve (12) inches above finished floor, unless otherwise indicated. Toilet compartment doors shall be centered on water closets, unless otherwise indicated.
- C. Maintain uniform clearance of approximately 1/2" between pilasters and panels, and 1/2" between pilasters or panels and finished wall.
- D. Maintain uniform clearance of 1/4" or less between vertical edges of doors and pilasters.
- E. Set pilaster units with anchorages having not less than two (2) inches penetration into structural floor. Level, plumb, and tighten installation with devices furnished. Hang doors and adjust so that tops of doors are level with tops of pilasters when doors are in closed position.

END OF SECTION

SECTION 10 28 00

TOILET ACCESSORIES

PART 1 GENERAL

1.1 GENERAL REQUIREMENTS

- A. Work of this Section, as shown or specified, shall be in accordance with the requirements of the Contract Documents.

1.2 LEED BUILDING - GENERAL REQUIREMENTS

- A. The City of New York requires the Contractor to implement practices and procedures to meet the project's environmental goals, which include achieving a LEED™ Silver Green Building rating. Specific project goals which may impact this area of work are listed in the applicable paragraphs of this specification section. The Contractor shall ensure that the requirements related to these goals, 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.

1.3 SECTION INCLUDES

- A. Work of this Section includes all labor, materials, equipment, and services necessary to complete the toilet accessories as shown on the drawings and/or specified herein.

1.4 RELATED SECTIONS

- A. Gypsum board partitions - Section 092900.
- B. Ceramic tile - Section 093000.
- C. Toilet partitions - Section 102113.

1.5 QUALITY ASSURANCE

- A. Inserts and Anchorages: Furnish inserts and anchoring devices which must be set in concrete or built into masonry; coordinate delivery with other work to avoid delay.
- B. Accessory Locations: Coordinate accessory locations with other work to avoid interference and to assure proper operation and servicing of accessory units. Accessories shall be installed at heights in compliance with prevailing Handicapped Code.
- C. Products: Unless otherwise noted, provide products of same manufacturer for each type of unit and for units exposed in same areas.

1.6 SUBMITTALS

- A. LEED BUILDING Submittal Requirements: The contractor or subcontractor shall submit the following LEED BUILDING certification items:
1. Material cost breakdowns, submitted in the format of the ENVIRONMENTAL BUILDING MATERIALS CERTIFICATION FORM, per Section 018113 - 1.5.C (Sustainable Design Requirements) of these specifications.
 2. Additional information to complete the ENVIRONMENTAL BUILDING MATERIALS CERTIFICATION FORM, as requested by the Commissioner.
 3. Letters of Certification, Product Cut Sheets, Material Safety Data Sheets, or other items to support the information provided in the ENVIRONMENTAL BUILDING MATERIALS CERTIFICATION FORM, as requested by the Commissioner.
 4. Material Safety Data Sheets, for all applicable products. 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).
 5. The LEED BUILDING Submittal information shall be assembled into one package per specification section (or per subcontractor), and sent to the Commissioner for review.
- B. Product Data: Submit manufacturer's technical data, catalogue cuts and installation instructions for each toilet accessory.
- C. Setting Drawings: Provide setting drawings, templates, instructions, and directions for installation of anchorage devices in other work
- D. Submit schedule of accessories indicating quantity and location of each item.

1.7 PRODUCT HANDLING

- A. Deliver accessories to the site ready for use in the manufacturer's original and unopened containers and packaging, bearing labels as to type or material, manufacturer's name and brand name. Delivered materials shall be identical to approved samples.

PART 2 PRODUCTS

2.1 MATERIALS

- A. Stainless Steel: AISI Type 302/304, with polished No. 4 finish, 22 gauge minimum, unless otherwise indicated.

- B. Brass: ASTM B 19 flat products; ASTM B 16, rods, shapes, forgings, and flat products with finished edges; or ASTM B 30, castings.
 - C. Galvanized Steel Sheet: ASTM A 653, G60.
 - D. Chromium Plating: Nickel and chromium electro-deposited on base metal, ASTM B 456, Type SC 2.
 - E. Mirrors: ASTM C 1503, mirror glazing quality, clear glass mirrors, nominal 1/4" thick.
- 2.2 FASTENING DEVICES
- A. Exposed Fasteners: Theftproof type, chrome plated, or stainless steel; match finishes on which they are being used.
 - B. Concealed Fasteners: Galvanized (ASTM A 123) or cadmium plated.
 - C. No exposed fastening devices permitted on exposed frames.
 - D. For metal stud drywall partitions, provide ten (10) gauge galvanized sheet concealed anchor plates for securing surface mounted accessories.
- 2.3 FABRICATION
- A. General: Stamped names or labels on exposed faces of toilet accessory units are not permitted. Unobtrusive labels on surfaces not exposed to view are acceptable. Where locks are required for a particular type of toilet accessory, provide same keying throughout project. Furnish two keys for each lock.
 - B. Surface-Mounted Toilet Accessories, General: Fabricate units with tight seams and joints, exposed edges rolled. Hang doors or access panels with continuous stainless steel piano hinge. Provide concealed anchorage.
 - C. Recessed Toilet Accessories, General: Fabricate units of all welded construction, without mitered corners. Hang doors of access panels with full-length stainless steel piano hinge. Provide anchorage which is fully concealed when unit is closed.
- 2.4 MANUFACTURERS
- A. Provide products manufactured by Bobrick Washroom Equipment Co., American Specialties, Inc., Bradley Corp., A & J Washroom Accessories or approved equal.
- 2.5 ACCESSORY SCHEDULE
- A. See Schedule.

PART 3 EXECUTION

3.1 INSPECTION

- A. Examine the areas and conditions where toilet accessories are to be installed and correct any conditions detrimental to the proper and timely completion of the work. Do not proceed with the work until unsatisfactory conditions are corrected to permit proper installation of the work.

3.2 PREPARATION

- A. Accessories which are to be partition mounted shall be closely coordinated with other trades, so that the necessary reinforcing is provided to receive the accessories.
- B. Furnish templates and setting drawings and anchor plates required for the proper installation of the accessories at gypsum drywall and masonry partitions. Coordinate the work to assure that base plates and anchoring frames are in the proper position to secure the accessories.
- C. Verify by measurements taken at the job site those dimensions affecting the work. Bring field dimensions which are at variance with those on the approved shop drawings to the attention of the Commissioner. Obtain decision regarding corrective measures before the start of fabrication of items affected.
- D. Cooperate in the coordination and scheduling of the work of this Section with the work of other Sections so as not to delay job progress.

3.3 INSTALLATION

- A. Install accessories at locations indicated on the drawings, using skilled mechanics, in a plumb, level and secure manner.
- B. Concealed anchor assemblies for gypsum drywall partitions shall be securely anchored to metal studs to accommodate accessories. Assemblies shall consist of plates and/or angles tack welded to studs.
- C. Secure accessories in place, at their designated locations by means of theftproof concealed set screws, so as to render removing of the accessory with a screwdriver impossible.
- D. Unless otherwise indicated, accessories shall conform to heights from the finished floor as shown on the drawings. Where locations are not indicated, such locations shall be as directed by the Commissioner.
- E. Installed accessories shall operate quietly and smoothly for use intended. Doors and operating hardware shall function without binding or unnecessary friction. Dispenser type accessories shall be keyed alike. Prior to final acceptance, master key and one duplicate key shall be given to City of New York's authorized agent.

- F. The Commissioner shall be the sole judge of workmanship. Workmanship shall be of the highest quality. Open joints, weld marks, poor connections, etc., will not be permitted. The Commissioner has the right to reject any accessory if he feels the workmanship is below the standards of this project.
- G. Grab bars shall be installed so that they can support a three hundred (300) lb. load for five minutes per ASTM F 446.

3.4 CLEANING AND PROTECTION

- A. Upon completion of the installation, clean accessories of dirt, paint and foreign matter.
- B. During the installation of accessories and until finally installed and accepted, protect accessories with gummed canvas or other means in order to maintain the accessories in acceptable condition.
- C. Replace and/or repair installed work which is damaged or defective to the City of New York's satisfaction, at no additional cost.

END OF SECTION

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SECTION 10 44 16

FIRE EXTINGUISHERS AND CABINETS

PART 1 GENERAL

1.1 GENERAL REQUIREMENTS

- A. Work of this Section, as shown or specified, shall be in accordance with the requirements of the Contract Documents.

1.2 LEED BUILDING - GENERAL REQUIREMENTS

- A. The City of New York requires the Contractor to implement practices and procedures to meet the project's environmental goals, which include achieving a LEED™ Silver Green Building rating. Specific project goals which may impact this area of work are listed in the applicable paragraphs of this specification section. The Contractor shall ensure that the requirements related to these goals, 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.

1.3 SECTION INCLUDES

- A. The Work of this Section includes all labor, materials, equipment and services necessary to complete the fire extinguishers and cabinets as shown on the drawings and/or specified herein.

1.4 RELATED SECTIONS

- A. Gypsum drywall - Section 092900.
- B. Fire suppression systems - Division 22.
- C. Fire hose cabinets and valve cabinets - Division 22.

1.5 QUALITY ASSURANCE

- A. Provide portable fire extinguishers, cabinets and accessories by one manufacturer.
- B. UL-Listed Products: Provide new portable fire extinguishers which are UL-listed and bear UL "Listing Mark" for type, rating, and classification of extinguisher indicated.

1.6 SUBMITTALS

- A. LEED BUILDING Submittal Requirements: The contractor or subcontractor shall submit the following LEED BUILDING certification items:

1. Material cost breakdowns, submitted in the format of the ENVIRONMENTAL BUILDING MATERIALS CERTIFICATION FORM, per Section 018113 - 1.5.C (Sustainable Design Requirements) of these specifications.
 2. Additional information to complete the ENVIRONMENTAL BUILDING MATERIALS CERTIFICATION FORM, as requested by the Commissioner.
 3. Letters of Certification, Product Cut Sheets, Material Safety Data Sheets, or other items to support the information provided in the ENVIRONMENTAL BUILDING MATERIALS CERTIFICATION FORM, as requested by the Commissioner.
 4. Material Safety Data Sheets, for all applicable products. 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).
 5. The LEED BUILDING Submittal information shall be assembled into one package per specification section (or per subcontractor), and sent to the Commissioner for review.
- B. Product Data: Submit manufacturer's technical data and installation instructions for all portable fire extinguishers required. For fire extinguisher cabinets include roughing-in dimensions, and details showing mounting methods, relationships to surrounding construction, door hardware, cabinet type and materials, trim style and door construction, style and materials. Where color selections by Commissioner are required, include color charts showing full range of manufacturer's standard colors and designs available.
- C. Samples: Submit samples, 6" square, of each required finish. Prepare samples on metal of same gauge as metal to be used in the work. Where normal color variations are to be expected, include 2 or more units in each sample showing the limits of such variations.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Subject to compliance with requirements, provide products of one of the following:
1. J.L. Industries.
 2. Larsen's Mfg. Co.
 3. Potter Roemer.

2.2 EXTINGUISHERS

- A. General: Provide fire extinguishers for each extinguisher cabinet and other locations indicated, in colors and finishes selected by Commissioner from manufacturer's standard which comply with requirements of governing authorities.
- B. Abbreviations indicated below to identify extinguisher type related to UL classification and rating system and not necessarily to type and amount of extinguishing material contained in extinguisher.
- C. Multi-Purpose Dry Chemical Type: UL rated 2A-10B:C, 5 lb. nominal capacity, in enameled steel container, for Class A, Class B and Class C fires.

2.3 MOUNTING BRACKETS

- A. Provide manufacturer's standard bracket designed to prevent accidental dislodgment of extinguisher, of proper size for type and capacity of extinguisher specified, in manufacturer's standard enamel finish; color to match extinguisher.

2.4 CABINETS

- A. Type and Style: Fire extinguisher cabinets shall be metal, semi recessed, with plexiglass panel, sized to fit within the partition or wall depth. Provide fire rated cabinets within fire rated partitions.
- B. Color: Fire extinguisher cabinets shall be factory pre-finished with baked enamel in the colors selected by the Commissioner from the standard range of colors of the selected manufacturer.
- C. Design is based on "Model G-2409-5R" of Larsen's Mfg. Co. Other manufacturers noted herein may substitute their equivalent cabinet upon acceptance by the Commissioner.

PART 3 EXECUTION

3.1 INSPECTION

- A. Examine the areas and conditions where fire extinguishers and cabinets are to be installed and correct any conditions detrimental to the proper and timely completion of the work. Do not proceed with the work until unsatisfactory conditions are corrected to permit proper installation of the work.

3.2 INSTALLATION

- A. Install items included in this Section in locations indicated and at heights to comply with applicable regulations of governing authorities.
 - 1. Prepare recesses in walls for fire extinguisher cabinets as required by type and size of cabinet and style of trim and to comply with manufacturer's instructions.

2. Securely fasten mounting brackets and fire extinguisher cabinets to structure, square and plumb, to comply with manufacturer's instructions.
- B. Where exact location of cabinets and bracket-mounted fire extinguishers is not indicated, locate as directed by the Commissioner.

3.3 IDENTIFICATION

- A. Identify fire extinguisher in cabinet with lettering spelling "FIRE EXTINGUISHER" painted on door by silk-screen process or die cut lettering. Provide lettering on door as selected by Commissioner from manufacturer's standard letter sizes, styles, colors and layouts.
- B. Identify bracket-mounted extinguishers with red letter decals spelling 'FIRE EXTINGUISHER' applied to wall surface. Letter size, style and location as selected by the Commissioner.

3.4 SERVICE

- A. Determine the approximate completion date of the work and then inspect, charge, and tag the fire extinguishers at a date not more than 10 days before or not less than one day before actual completion date of the work.

END OF SECTION

SECTION 12 48 14

FLOOR MATS AND FRAMES

THIS SECTION IS INCLUDED FOR LEED ONLY - FLOOR MATS ARE NIC

PART 1 - GENERAL

1.1 GENERAL REQUIREMENTS

- A. Work of this Section, as shown or specified, shall be in accordance with the requirements of the Contract Documents.

1.2 LEED BUILDING - GENERAL REQUIREMENTS

- A. The City of New York requires the Contractor to implement practices and procedures to meet the project's environmental goals, which include achieving a LEED™ Silver Green Building rating. Specific project goals which may impact this area of work are listed in the applicable paragraphs of this specification section. The Contractor shall ensure that the requirements related to these goals, 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.

1.3 SECTION INCLUDES

- A. Work of this Section includes all labor, materials, equipment and services necessary to complete the floor mats and frames as shown on the drawings and specified herein.
- B. NOTE: Mat is not part of the Contractor's responsibility, but is included herein to conform with LEED requirements.

1.4 RELATED SECTIONS

- A. Section 033000.

1.5 QUALITY ASSURANCE

- A. Manufacturer: Except as otherwise indicated, provide entrance mats and accessories by a single manufacturer for entire project.

1.6 SUBMITTALS

- A. LEED BUILDING Submittal Requirements: The contractor or subcontractor shall submit the following LEED BUILDING certification items:
 - 1. Material cost breakdowns, submitted in the format of the ENVIRONMENTAL BUILDING MATERIALS CERTIFICATION FORM, per Section 018113 - 1.5.C (Sustainable Design Requirements) of these specifications.



2. Additional information to complete the ENVIRONMENTAL BUILDING MATERIALS CERTIFICATION FORM, as requested by the Commissioner.
 3. Letters of Certification, Product Cut Sheets, Material Safety Data Sheets, or other items to support the information provided in the ENVIRONMENTAL BUILDING MATERIALS CERTIFICATION FORM, as requested by the Commissioner.
 4. Material Safety Data Sheets, for all applicable products. 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).
 5. The LEED BUILDING Submittal information shall be assembled into one package per specification section (or per subcontractor), and sent to the Commissioner for review.
- B. Product Data: Submit manufacture's specifications and installation instructions or entrance mat. Include methods of installation for each type of substrate.
- C. Samples: Submit samples for each type and color of exposed entrance mat, frames and accessories required. Provide 12" square samples of mat including frame.
- D. Maintenance Data: Submit manufacturer's printed instructions for cleaning, drying, maintaining and rehandling of removable entrance mat units.
- 1.7 PRODUCT HANDLING
- A. Protection: Use all means necessary to protect the materials of this Section before, during and after installation and to protect the installed work and materials of all other trades.
- B. Replacements: In the event of damage, immediately make all repairs and replacements necessary.

PART 2 - PRODUCTS

2.1 MAT ASSEMBLY

- A. Furnish and install JL 503 stainless steel floor grate manufactured by JL Industries, Kaydee Industries, C/S Group. or approved equal.
- B. Tread Material: Type 304 stainless steel 0.070" x 0.177" surface wire, No. 4 satin finish.
1. Wire Spacing: Standard slot openings of 0.125".
- C. Support Rods: Type 304 Stainless steel 0.070" x .375", spaced 1" on center.



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- D. Framing: Type 304 stainless steel with unit construction to support 300 pounds per sq. ft.
- E. Accessories: Provide hidden locking devices to prevent warping and rattling. Furnish number of lock downs as recommended by manufacturer.

PART 3 - EXECUTION

3.1 INSPECTION

- A. Examine the areas and conditions where floor mats and frames are to be installed and notify the Commissioner of conditions detrimental to the proper and timely completion of the work. Do not proceed with the work until unsatisfactory conditions are corrected to permit proper installation of the work.

3.2 INSTALLATION

- A. Install surface mounted units and frames in accordance with manufacturer's instructions, at locations shown.
- B. Coordinate top of grate surfaces with doors that swing across grates to provide under door clearance.
- C. Delay installation of mats until work on the project reaches substantial completion.

END OF SECTION



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SECTION 14 26 00

LIMITED USE LIMITED APPLICATION (LULA) ELEVATOR

PART 1 GENERAL

1.1 GENERAL REQUIREMENTS

- A. Work of this Section, as shown or specified, shall be in accordance with the requirements of the Contract Documents.

1.2 LEED BUILDING - GENERAL REQUIREMENTS

- A. The City of New York requires the Contractor to implement practices and procedures to meet the project's environmental goals, which include achieving a LEED™ Silver Green Building rating. Specific project goals which may impact this area of work are listed in the applicable paragraphs of this specification section. The Contractor shall ensure that the requirements related to these goals, 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.

1.3 SECTION INCLUDES

- A. Work of this Section includes all labor, materials, equipment and services necessary to complete the hydraulic elevators, as indicated on the drawings and/or specified herein, including but not limited to, the following:

1. One elevator (LULA) with cab as shown on drawings.

1.4 RELATED SECTIONS

- A. Electrical power and wiring to elevator controllers and car lights - Division 26.

1.5 DEFINITIONS

- A. Defective Elevator Work: Operation or control system failures; performances below specified ratings; excessive wear; unusual deterioration or aging of materials or finishes; unsafe conditions; the need for excessive maintenance; abnormal noise or vibration; and similar unusual, unexpected, and unsatisfactory conditions.

1.6 SUBMITTALS

- A. LEED BUILDING Submittal Requirements: The contractor or subcontractor shall submit the following LEED BUILDING certification items:



1. Material cost breakdowns, submitted in the format of the ENVIRONMENTAL BUILDING MATERIALS CERTIFICATION FORM, per Section 018113 - 1.5.C (Sustainable Design Requirements) of these specifications.
 2. Additional information to complete the ENVIRONMENTAL BUILDING MATERIALS CERTIFICATION FORM, as requested by the Commissioner.
 3. Letters of Certification, Product Cut Sheets, Material Safety Data Sheets, or other items to support the information provided in the ENVIRONMENTAL BUILDING MATERIALS CERTIFICATION FORM, as requested by the Commissioner.
 4. Material Safety Data Sheets, for all applicable products. 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).
 5. The LEED BUILDING Submittal information shall be assembled into one package per specification section (or per subcontractor), and sent to the Commissioner for review.
- B. Product Data: Include capacities, sizes, performances, operations, safety features, finishes, and similar information.
- C. Shop Drawings: Show plans, elevations, sections, and large-scale details indicating service at each landing, machine room layout, coordination with building structure, relationships with other construction, and locations of equipment and signals. Indicate variations from specified requirements, maximum dynamic and static loads imposed on building structure at points of support, and maximum and average power demands.
- D. Samples: For exposed finishes of cars, hoistway doors and frames, and signal equipment; 3-inch square samples of sheet materials; and 4-inch lengths of running trim members.
- E. Manufacturer Certificates: Signed by elevator manufacturer certifying that hoistway, pit, and machine room layout and dimensions, as shown on Drawings, and electrical service, including emergency generator, as shown and specified, are adequate for elevator system being provided.
- F. Maintenance Manuals: Include operation and maintenance instructions, parts listing with sources indicated, recommended parts inventory listing, emergency instructions, and similar information. Include diagnostic and repair information available to manufacturer's and Installer's maintenance personnel. Submit for City of New York's information at Project closeout as specified in General Conditions.
- G. Inspection and Acceptance Certificates and Operating Permits: As required by authorities having jurisdiction for normal, unrestricted elevator use.



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1.7 QUALITY ASSURANCE

- A. Regulatory Requirements: In addition to New York City Building Code regulations, comply with applicable provisions in ASME A17.1, "Safety Code for Elevators and Escalators."
 - 1. Accessibility Requirements: In addition to local governing regulations, comply with Section 4.10 in the U.S. Architectural & Transportation Barriers Compliance Board's "Americans with Disabilities Act (ADA), Accessibility Guidelines (ADAAG)." Section 407 in ICC A117.1.

1.8 COORDINATION

- A. Coordinate installation of sleeves, block outs, and items that are embedded in concrete or masonry for elevator equipment. Furnish templates and installation instructions and deliver to Project site in time for installation.
- B. Furnish well casing and coordinate delivery with related excavation work.
- C. Coordinate locations and dimensions of other work relating to hydraulic elevators including pit ladders, sumps, and floor drains in pits; entrance sub-sills; and electrical service, electrical outlets, lights, and switches in pits and machine rooms.

1.9 WARRANTY

- A. Special Manufacturer's Warranty: Written warranty, signed by manufacturer agreeing to repair, restore, or replace defective elevator work within specified warranty period.
 - 1. Warranty Period: 12 months from date of Substantial Completion.

1.10 WARRANTY SERVICE

- A. Initial Service: Beginning at Substantial Completion, provide 12 months' full warranty service by skilled employees of the elevator Installer. Include monthly preventive maintenance, repair or replacement of worn or defective components, lubrication, cleaning, and adjusting as required for proper elevator operation at rated speed and capacity. Provide parts and supplies as used in the manufacture and installation of original equipment.
 - 1. Perform maintenance, including emergency callback service, during normal working hours.
 - 2. Include 24-hour-per-day, 7-day-per-week emergency callback service.
 - a. Response Time: Two hours or less.



PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Provide LULA lift by Symmetry Elevating Solutions or equal by Garaventa, Savaria Concord, or approved equal.

2.2 MATERIALS

A. Car:

1. Car size: 42" W x 54" D clear inside and shall accommodate multi-speed sliding car doors at each opening.
2. Enclosure: Securely fastened to the car frame and platform. The car shall be constructed of either powder-coated steel or minimum 1" thick wood walls. Floorboard shall be constructed of 1" AC plywood. Cab to be finished in plastic laminate to match Formica Dove Grey color.
3. Car Door(s): Two-speed, automatic sliding car doors shall be provided at each opening. ASME A17.1 Compliant door Restrictor shall be provided at each Car Door. Car doors to be finished in grey powder paint.
4. Handrail: One, located on the car wall.
5. Telephone: ADA hands-free automatically dialing phone with call-back capability shall be integrated into Car Operating Panel.
6. Control panel: Provide one momentary pressure illuminated button for each landing, emergency stop and alarm button, and a digital position indicator; all mounted in a control panel having a stainless steel or brass cover.
7. Interior lighting: Provide overhead low power consumption LED light fixtures that automatically turn on when the car is in operation and turn off by means of a timer circuit.

B. Hoistway door:

1. Size: Minimum Dimensions 3'0"W x 6'8"H Multi-Speed Elevator Doors.
2. Installer shall furnish and install hoistway doors, frames, and sills at each landing. The type and installation of the doors and frames must comply with ASME A17.1, all local codes and manufacturer's layout drawings. Hoistway doors and frames to be finished in white paint.
3. Locking Device: Door shall have a concealed locking device, interlocked with the car operation, to interrupt electrical power when the door is not securely closed and a car is not at the landing. The door shall be locked when car is not in the landing zone.

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C. High Efficiency Hydraulic Power Unit:

1. The pump shall utilize a 4 HP high efficiency, low power consumption motor.
2. The pump, submerged motor and valve shall be pre-wired, ready for connection to the controller in the field.
3. Acceleration, deceleration, and leveling speed controls shall be provided in the Up and Down directions. Full speed adjustment shall be provided in the Down direction only.
4. Two speed operation shall be provided.
5. Adjustable pressure relief valves shall be provided.
6. Manual emergency lowering valve shall be provided.
7. Pressure gauges and pressure gauge isolation valves shall be provided.
8. Manual valve isolation between pump unit and jack shall be provided.
9. Negative pressure switch shall be provided.
10. Testing: Shall be factory tested prior to shipment.
11. Muffler shall be provided for vibration & noise damping during elevator operation.

D. Cylinder:

1. Construction: Steel pipe with cylinder head having an internal guide ring and self-adjusting & self-lubricating packing.
2. Safety valve: Cylinder shall be equipped with an overspeed safety valve to prevent uncontrolled car descent.

E. Plunger:

1. Construction: Shall be a machined steel shaft equipped with a stop, electrically welded to bottom end, to prevent plunger from leaving shaft cylinder.
2. Diameter: 90 mm

F. Suspension system: 1:2 system using (2) 3/8" - 7x19 aircraft cables integrated with rams header sheave mounted to the plunger.

G. Guide rail: Shall consist of two 8 lb. tee rails assembled and fastened. Provide brackets to hold rail assembly to walls. Rail shall be furnished with steel splice plates and hardware.

H. Car frame: Shall be equipped with non-metallic faced roller guide wheels.



- I. Leveling device: Provide Hall-Effect Sensor based device integrated with tapeless Selector Package to maintain car within .” of the landing.
- J. Control systems: Non-Selective collective PLC-based controller (Programmable Logic Controller) with Hardware Circuit Monitoring. All Elevator Electrical Systems shall conform to ASME A17.5.
- K. Wiring:
 1. Provide flexible traveling cable for electrical lights and controls in car, installed in raceway into the shaft.
 2. All other electrical wiring shall be insulated, flame retardant and moisture proof, installed in metal raceway, flexible metal conduit, or electrical metal tubing.
- L. Safety Devices:
 1. Slack cable protection: Provide an electronically monitored and mechanically actuated hardened steel device that stops and sustains the car in the event of breakage or slackening of cables.
 2. Terminal stopping device: Shall be provided at the top and bottom of the car travel.
 3. Provide a platform toe guard at the car entrance.
- M. Battery powered emergency operation system:
 1. Powers a light in the car.
 2. Powers an emergency alarm system.
 3. Powers a system to allow car to descend to floor selected by passenger.
 4. The batteries shall be a re-chargeable type complete with an automatic re-charging system.
- N. "Self Diagnostic System" utilizing diagnostic codes displayed in car to provide information in the event the elevator will not operate.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Examine elevator areas, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance. Verify critical dimensions, and examine supporting structure and other conditions under which elevator work is to be installed. Proceed with installation only after unsatisfactory conditions have been corrected.



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1. For the record, prepare a written report, endorsed by Installer, listing dimensional discrepancies and conditions detrimental to performance.

3.2 INSTALLATION

- A. **Welded Construction:** Provide welded connections for installing elevator 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 standards for workmanship and for qualifications of welding operators.
- B. Install piping above the floor, where possible. Where not possible, install underground piping in Schedule 40 PVC pipe casing assembled with solvent-cement fittings or cover underground piping with permanent protective wrapping before backfilling.
- C. Lubricate operating parts of systems as recommended by manufacturers.
- D. **Alignment:** Coordinate installation of hoistway entrances with installation of elevator guide rails for accurate alignment of entrances with cars. Where possible, delay installation of sills and frames until car is operable in shaft. Reduce clearances to minimum, safe, workable dimension at each landing.
- E. **Leveling Tolerance:** 1/4 inch, up or down, regardless of load and direction of travel.
- F. Set sills flush with finished floor surface at landing. Fill space under sill solidly with non-shrink, non-metallic grout.

3.3 FIELD QUALITY CONTROL

- A. **Acceptance Testing:** On completion of elevator installation and before permitting use either temporary or permanent of elevators, perform acceptance tests as required and recommended by ASME A17.1 and by governing regulations and agencies.
- B. Advise City of New York, Commissioner, and authorities having jurisdiction in advance of dates and times tests are to be performed on elevators.

3.4 DEMONSTRATION

- A. Instruct City of New York's personnel in proper use, operations, and daily maintenance of elevators. Review emergency provisions, including emergency access and procedures to be followed at time of operational failure and other building emergencies. Instruct City of New York's personnel in procedures to follow in identifying sources of operational failures or malfunctions. Confer with City of New York on requirements for a complete elevator maintenance program.
- B. Make a final check of each elevator operation with City of New York's personnel present and before date of Substantial Completion. Determine that operation systems and devices are functioning properly.



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END OF SECTION

CONTRACT # 2
PLUMBING WORK

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SECTION 220013 – PLUMBING 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 **\$5,000.00** for the **Plumbing 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 1 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 1 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 Plumbing contractor is responsible for preparing and submitting an Asbestos Abatement Permit and/or Work Place Safety Plans (WPSP) that may be required for the completion of the Contract or incidental work. If such plans are required, the Asbestos abatement contractor is responsible to retain a NYSDOL Licensed Design Professional as defined in Title 15, Chapter 1 of the RCNY to prepare and submit the required plans.

The Asbestos abatement contractor is responsible for the submission of all required documents to the NYCDEP to acquire the appropriate Asbestos Project Conditional Closeout (ACP-20) and/or Asbestos Project Completion Forms (ACP-21) on a timely basis for the completion of the incidental work encountered under this contract.

The Asbestos abatement contractor will be required to attend an on-site job meeting with the Construction Project Manager prior to the start of work to examine conditions and plan the sequence of operations, etc.

The Asbestos abatement contractor shall have a NYSDOL/NYCDEP Asbestos Supervisor onsite to oversee the work and conduct a final visual inspection as required by both Title 15, Chapter 1 of the RCNY and NYSDOL Industrial Code Rule 56.

- I. All work shall be done during regular working hours unless the Asbestos abatement contractor requests authorization to work in other than regular working hours and such authorization is granted by the Commissioner. (Regular work hours are those hours during which any given facility, in which work is to be done, is customarily open and functioning, normally between the hours of 8:00 A.M. and 4:00 P.M. Monday - Friday.) If such work schedule is authorized by the Commissioner, the work shall be done at no additional cost to the City.

- J. The Commissioner may order that work be done in other than regular working hours as herein by defined and this order may require the Asbestos abatement contractor to pay premium or overtime wages to complete the work. If the Commissioner orders work in other than regular working hours, the Asbestos abatement contractor shall multiply the unit price for that portion of the work requiring premium wages by 1.50 when computing payment in accordance with Paragraph 1.09. All requests for premium payment must be supported by certified payroll sheets and field sheets approved by the Construction Project Manager.

1.02 QUALIFICATIONS OF ASBESTOS ABATEMENT CONTRACTOR

- A. Requirements: The asbestos abatement contractor must demonstrate compliance with the special experience requirements set forth in subparagraphs (1) through (5) below. The asbestos abatement contractor must, submit documentation demonstrating compliance with all listed requirements. Such documentation shall include without limitation, all required licenses, certificates, and documentation.
1. The asbestos abatement contractor must, whether an individual, corporation, partnership, joint venture or other legal entity, must demonstrate for the three year period prior to the work, that it has been licensed by the New York State Department of Labor, as an "Asbestos abatement contractor".
 2. The asbestos abatement contractor must, for the three year period prior to the work, have been in the business of providing asbestos abatement services as a routine part of its daily operations.
 3. The asbestos abatement contractor proposing to do asbestos abatement work must be thoroughly experienced in such work and must provide evidence of having successfully performed and completed in a timely fashion at least five (5) asbestos abatement projects of similar size and complexity. The aggregate cost of these projects must be at least \$250,000.00 in each of the three years.
 4. For each project submitted to meet the experience requirements set forth above, the asbestos abatement contractor must submit the following information for the project; name and location of the project; name title and telephone number of the owner or the owner's representative who is familiar with the asbestos abatement contractor's work, brief description of the work completed as a prime or sub-asbestos abatement contractor; amount of contract or subcontract and the date of completion.
 5. The asbestos abatement contractor must demonstrate that it has the financial resources, supervisory personnel and equipment necessary to carry out the work and to comply with the required performance schedule, taking into consideration other business commitments. The asbestos

abatement contractor must submit such documentation as may be required by the Department of Design and Construction to demonstrate that it has the requisite capacity to perform the required services of this contract.

- B. Insurance Requirements: The asbestos abatement contractor must provide asbestos liability insurance in the following amount: 1 million dollars per occurrence, 2 million dollars aggregate (combined single limit). The City of New York shall be named as an additional insured on such insurance policy.
- C. Throughout the specifications, reference is made to codes and standards which establish qualities and types of workmanship and materials, and which establish methods for testing and reporting on the pertinent characteristics thereof.

1.03 ASBESTOS ABATEMENT CONTRACTOR RESPONSIBILITIES

The Asbestos abatement contractor will visit the subject location within one (1) working day of notification to ascertain actual work required. If the project is identified as being "urgent", then work shall commence no later than 48 hours from the time of notification. In this event, the asbestos abatement contractor shall immediately notify when applicable EPA NESHAPS Coordinator, NYSDOL Asbestos Control Bureau and NYCDEP Asbestos Control Program of start of the work and file the necessary Asbestos Notifications and any applicable Variance Applications with the regulatory agencies cited above.

In the event that the project is not classified as "urgent" the Asbestos abatement contractor shall notify the EPA NESHAPS Coordinator, NYSDOL and NYCDEP by submitting the requisite asbestos project notification forms, postmarked 10 days before activity begins if 260 linear feet or more and/or 160 square feet or more of asbestos containing material will be disturbed.

The following information must be included in the notification:

- A. Name and address of building City or operator;
- B. Project description:
 - 1. Size - square feet, number of linear feet, etc;
 - 2. Age - date of construction and renovations (if known);
 - 3. Use - i.e., office, school, industrial, etc.
 - 4. Scope - repair, demolition, cleaning, etc.
- C. Amount of asbestos involved in work and an explanation of techniques used to determine the amount;

- D. Building location/address, including Block and Lot numbers;
- E. Work schedule including the starting and completion dates;
- F. Abatement methods to be employed;
- G. Procedures for removal of asbestos-containing material;
- H. Name, title and authority of governmental representative sponsoring project.

1.04 WORK INCLUDED IN UNIT PRICE

The Asbestos abatement contractor will be paid a basic unit price of **\$25.00** per square feet for the removal and disposal of asbestos containing material and replacement of the same with non-asbestos containing materials.

Unit price shall include all costs necessary to do the work of this Contract, including but not limited to: labor, materials, equipment, utilities, disposal, insurance, overhead and profit.

1.05 AIR MONITORING – ASBESTOS ABATEMENT CONTRACTOR

- A. "Air Sampling" shall mean the process of measuring the fiber content of a known volume of air collected during a specific period of time. The procedure utilized for asbestos follows the NIOSH Standard Analytical Method 7400 or the provisional transmission electron microscopy methods developed by the USEPA and/or National Institute of Standard and Technology which are utilized for lower detectability and specific fiber identification.
- B. Air monitoring of Asbestos abatement contractor's personnel will be performed in conformance with OSHA requirements, (All costs associated with this work are deemed included in the unit price.).
- C. Qualifications of Testing Laboratory:

The industrial hygiene laboratory shall be a current proficient participant in the American Industrial Hygiene Association (AIHA) PAT Program. The laboratory identification number shall be submitted and approved by the City. The laboratory shall be accredited by the AIHA and New York State Department of Health Environmental Laboratory Approval Program (ELAP).

Note: Work area air testing and analysis before, during and upon completion of work (clearance testing) will be performed by a Third Party Air Monitor under separate Contract with the City.

1.06 THIRD PARTY MONITORING AND LABORATORY

- A. The NYCDDC, at its own expense, will employ the services of an independent Third Party Air Monitoring Firm and Laboratory. The Third Party Air Monitor will perform air sampling activities and project monitoring at the Work Site.
- B. The Laboratory will perform analysis of air samples utilizing Phase Contrast Microscopy (PCM) and/or Transmission Electron Microscopy (TEM).
- C. The Third Party Air Monitoring Firm and the designated Project Monitor shall have access to all areas of the asbestos removal project at all times and shall continuously inspect and monitor the performance of the Asbestos abatement contractor to verify that said performance complies with this Specification. The Third-Party Air Monitor shall be on site throughout the entire abatement operation.
- D. The NYCDDC will be responsible for costs incurred with the Third Party Air Monitoring Firm and laboratory work. Any subsequent additional testing required due to limits exceeded during initial testing shall be paid for by the Asbestos abatement contractor.

1.07 PAYMENT REQUEST DOCUMENTATION

- B. The following information shall be included for each payment request:
 - 1. Description of work performed.
 - 2. Linear footage and pipe sizes involved.
 - 3. Square footage for boiler & breaching insulation removed.
 - 4. Square footage of non pipe and boiler areas removed, patched, enclosed, sealed, or painted.
 - 5. Square footage of encapsulation, sealing, patching, and painting involved.
 - 6. Total cost associated with compliance with the assigned task.
 - 7. Architectural, Electrical, HVAC, Plumbing, etc. work incidental to the Asbestos Abatement Work.
 - 8. A certified copy (in form 4312-39) to the Comptroller or Financial Officer of the New York City to the effect that the financial statement is true.
 - 9. A signed copy (in form 6506q-6) of certificate of compliance with non-discriminatory provisions of the Contract.
 - 10. Attach a copy of valid workmen compensation insurance.

11. Valid asbestos insurance per occurrence.
 12. General liability insurance when required.
- C. Each payment request shall include a grand total for all work completed that billing period, the landfill waste manifests and a copy of waste transporter permit. The Department of Design and Construction will inspect the work performed, review the cost and approve or disapprove requests for payment.
- D. EXPOSURE LOG: With this final payment, the Asbestos abatement contractor shall submit a listing of the names and social security numbers of all employees actively engaged in the abatement work of this Contract. This list shall include a summary showing each part of the abatement work in which the employee was engaged and the dates thereof.

1.08 QUANTITY CALCULATIONS

In order to determine the square footage involved for the various pipe sizes of pipe insulation that might be encountered, the following table is to be used.

<u>PIPE INSULATION SIZE O.D.</u>	<u>PIPE SIZE O.D.</u>	<u>SQUARE FOOTAGE PER LINEAR FOOT</u>
2-1/2"	1/2"	0.65
2-3/4"	3/4"	0.72
3"	1"	0.79
3-1/4"	1-1/4"	0.85
3-1/2"	1-1/2"	0.92
4"	2"	1.05
4-1/2"	2-1/2"	1.18
5"	3"	1.31
6"	3-1/4"	1.57
7"	3-1/2"	1.83
8"	4"	2.09
9"	5"	2.36
10"	6"	2.62
12"	8"	3.14
14"	10"	3.67
16"	12"	4.19
18"	14"	4.71

1.09 METHOD OF PAYMENT

Payment shall be made in accordance with Items A through R below. Payment shall be calculated based on the actual quantity of the item performed by the asbestos abatement contractor, times the unit price specified below. Credits may apply to certain times, as specified below.

- A. REMOVAL, DISPOSAL AND REPLACEMENT OF ASBESTOS CONTAINING PIPE INSULATION:** Actual linear footage, multiplied by the square footage factor listed for the respective pipe size in Section 1.09, multiplied by the unit price in Section 1.05.

EXAMPLE: 100 lin.ft. of 1/2" pipe and 100 lin.ft. of 6" pipe, including elbows, tees. Flanges, etc.

$$100 \times 0.65 = 65 \text{ sq.ft.} \quad 65 \times \text{unit price} = \text{Payment}$$

$$100 \times 2.62 = 262 \text{ sq.ft.} \quad 262 \times \text{unit price} = \text{Payment}$$

- 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)

$$1000 \text{ S.F.} \times (1.5) \times \text{the Unit Price} = \text{Payment}$$

- C. REMOVAL, DISPOSAL AND REPLACEMENT OF TANK INSULATION:** (all types including removal/replacement of metal jacketing) Payment shall be made at 1.5 times the unit price per square foot.
- D. REMOVAL, DISPOSAL AND REPLACEMENT OF BOILER UPTAKE, & BREACHING INSULATION:** (all types including stiffening angles and wire lath) Payment shall be made at 2.0 times the unit price per square foot.
- E. REMOVAL, DISPOSAL AND REPLACEMENT OF DUCT INSULATION:** Payment shall be made at 1.0 times the unit price per square foot.
- F. REMOVAL, DISPOSAL AND REPLACEMENT OF SOFT ASBESTOS CONTAINING MATERIAL:** (Including sprayed-on fire proofing and sound proofing) Payment shall be made at 1.0 times the unit price per square foot of surface area. Area of irregular surfaces must be calculated and confirmed with DDC representative.
- G. ACOUSTIC PLASTER REPAIR AND/OR ENCAPSULATION:** Payment shall be made at 0.5 times the unit price per square foot.

- H. **PATCHING OR REPAIR** of items listed in A through F will be paid at 0.33 times the unit price per square foot.
- I. **REMOVAL, DISPOSAL AND REPLACEMENT OF WATERPROOFING ASBESTOS CONTAINING MATERIAL:** (including friable and non-friable waterproofing material from interior and exterior walls, floors, foundations, penetrations, louvers, vents and openings other than windows, doors and skylights) Payment shall be made at 0.5 times the unit price per square foot.
- J. **REMOVAL, DISPOSAL AND REPLACEMENT OF ASBESTOS CONTAINING ELECTRICAL WIRING INSULATION:** (including friable and non-friable wiring insulation) Payment shall be made at 0.33 times the unit price per square foot.
- K. **PAINTING:** Payment shall be made at 0.05 times the unit price per square foot.
- L. **REMOVAL AND DISPOSAL OF ASBESTOS-CONTAINING PLASTER:** from ceilings and walls, including any wire lath and disposal as asbestos containing waste. Payment shall be made at 0.80 times the unit price per square foot.
- M. **REMOVAL AND DISPOSAL OF ASBESTOS-CONTAINING FLOOR TILES, CEILING TILES, TRANSITE PANELS:** (including any adhesive, glue, mastic and/or underlayment) and disposal as asbestos containing waste. Payment shall be made at 0.40 times the unit price per square foot. If multiple layers are discovered, each additional layer shall be paid at 0.20 times the unit price per square foot.
- N. **ADDITIONAL CLEAN UP/HOUSEKEEPING OF WORK AREA:** (excluding pre-cleaning of work area required by regulations) HEPA vacuuming and wet cleaning of asbestos contaminated surface. Payment shall be made at 0.20 times the unit price per square foot. When GLOVE BAG is employed to remove ACM, cost of HEPA vacuuming and wet cleaning of floor area up to 3 feet on each side of glove-bag shall be included in unit price and no extra payment will be made.
- O. **REMOVAL, DISPOSAL OF ASBESTOS-CONTAINING ROOFING MATERIAL:** including mastic, flashing and sealant compound and provide temporary asbestos-free roof covering consisting of one layer of rolled roofing paper sealed with asphaltic roofing compound. Payment shall be made at 0.8 times the unit price per square foot. Credit at a rate of 0.33 times the unit price will be taken for each square foot of temporary roof covering which the Asbestos abatement contractor is directed not to install.
- P. **PICK-UP AND DISPOSAL OF GROSS DEBRIS:** (excluding any waste generated from abatement under Item A-R) at a rate of \$150 per cubic yard for asbestos contaminated waste and \$75 per cubic yard for non-asbestos

contaminated waste. This cost includes all labor and material cost associated with work.

- Q. **REMOVAL OF ASBESTOS-CONTAINING BRICK, BLOCK, MORTAR, CEMENT OR CONCRETE:** along with all surfacing materials including wire lath and/or other supporting structures and disposal as ACM waste. Payment shall be made at a rate of \$25.00 per cubic foot of material removed.
- R. **REMOVAL AND DISPOSAL OF ASBESTOS CONTAINING WINDOW/DOOR CAULKING:** including friable and non-friable caulking, weather-stripping, glazing, sealants or other waterproofing materials applied to windows, doors, skylights, etc. Payment shall be made at the rate of \$400.00 per opening regardless of size or configuration. This cost includes labor, consumable materials, set-up/breakdown, removal and disposal, as required.

Note 1: CREDIT: For items listed in A through F, a credit at a rate of 0.33 times the unit price, times the respective multiplier (for each item) will be taken for each square foot of insulation which the asbestos abatement contractor is not directed to reapply.

Note 2: MINIMUM PAYMENT: The minimum payment per call at any individual job sites or various job sites during the same day will be eight hundred dollars (\$800.00).

Note 3: All payments shall be made as described in paragraph 1.09 herein.

Note 4: WORKING HIGHER THAN 12 FEET ABOVE FLOOR LEVEL OR WORK REQUIRING COMPLEX SCAFFOLDING OR CONSTRUCTION WORK PLATFORMS: Provisions are made in this Contract to compensate the Asbestos abatement contractor for work performed in locations that are difficult to access due to work at elevations that are significantly higher than the normal work level. The unit price for these items will be paid at 1.20 times the unit price described in Paragraphs 1.09, A through R for those portions of the work that are more than twelve (12) feet above the grade for that would be judged as the normal working level.

1.10 GUARANTEE

- A. Work performed in compliance with each task shall be guaranteed for a period of one year from the date the completed work is accepted by the Department of Design and Construction.
- B. The Commissioner of The Department of Design and Construction will notify the Asbestos abatement contractor in writing regarding defects in work under the guarantee.

1.11 OCCUPANCY OF SITE NOT EXCLUSIVE

Attention is specifically drawn to the fact that contractors, performing the work of other Contracts, may be brought upon any of the work sites of this Contract. Therefore, the

Asbestos abatement contractor shall not have exclusive rights to any site of his work and shall fully cooperate and coordinate his work with the work of other contractors who may be brought upon any site of the work of this Contract. This paragraph applies to those areas outside the regulated Work Area as defined by Title 15, Chapter I of RCNY.

1.12 SUBMITTALS

A. Pre-Construction Submittals:

1. Attend a pre-construction meeting scheduled by the City of New York Department of Design and Construction. This meeting shall also be attended by a designated representative of the City of New York third party air monitoring firm, facility manager and the Construction Project Manager. At this meeting, the Asbestos abatement contractor shall present three copies of the following items:
 - a. Asbestos abatement contractor's scope of work, work plan and schedule.
 - b. Asbestos project notifications, approved variances and plans to Government Agencies.
 - c. Copies of Permits, clearance and licenses if required.
 - d. Schedules: the Asbestos abatement contractor shall provide to the Construction Project Manager a copy of the following schedules for approval. Once approved, schedules shall be maintained and updated as received. Asbestos abatement contractor shall post a copy of all schedules at the site:
 - (1) A construction schedule stating critical dates of the project including, but not limited to, mobilization, Work Area preparation, demolition, gross removal, fine cleaning, encapsulation, inspections, clearance monitoring, and phase of refinishing and final inspections. The schedule shall be updated biweekly, at a minimum.
 - (2) A schedule of staffing stating number of workers per shift per activity, name and number of supervisor(s) per shift, shifts per day, and total days to be worked.
 - (3) Submit all changes in schedule or staffing to the Construction Project Manager prior to implementation.

- e. Written description of emergency procedures to be followed in case of injury or fire. This section must include evacuation procedures, source of medical assistance (name and telephone number to nearest hospital) and procedures to be used for access by medical personnel (examples: first aid squad and physician). NOTE: Necessary Emergency Procedures Shall Take Priority Over All Other Requirements of These Specifications.
- f. Material Safety Data Sheets (MSDS) for encapsulants, sealants, firestopping foam, cleaners/disinfectants, spray adhesive and any and all potentially hazardous materials that may be employed on the project. No work involving the aforementioned will be allowed to proceed until MSDS are reviewed.
- g. Worker Training and Medical Surveillance: The Asbestos abatement contractor shall submit a list of the persons who will be employed by him /her to perform the removal work. Present evidence that workers have received proper training required by the regulations and the medical examinations required by OSHA 29 CFR 1926.1101.
- h. Logs: Specimen copies of daily progress log, visitor's log, and disposal log.
 - (1) The Asbestos abatement contractor shall provide a permanently bound log book of minimum 8-1/2" x 11" size at the entrance to the Worker and Waste Decontamination enclosure system as hereinafter specified. Log book shall contain on title page the project name, name, address and phone number of the Asbestos abatement contractor; name, address and phone number of Asbestos abatement contractor and City's third party air monitoring firm; emergency numbers including, but not limited to local Fire/Rescue Department. Log book shall contain a list of personnel approved for entry into the Work Area.
 - (2) All entries into the log shall be made in non-washable, permanent ink and such pen shall be strung to or otherwise attached to the log to prevent removal from the log-in area. Under no circumstances shall pencil entries be permitted. Any significant events occurring during the abatement project shall be entered into the log. Upon completion of the job, the Asbestos abatement contractor shall submit the logbook containing a day-to-day record of personnel log entries countersigned by the Construction Project Manager every day.

PLUMBING CONTRACTOR WORK ALLOWANCE FOR INCIDENTAL ASBESTOS ABATEMENT

- 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 Plumbing contractor's) responsibility to furnish and install a suitable distribution system to the Work Area. This system will be provided at no cost to the City.

1.15 FEES

The Asbestos abatement contractor shall be responsible for any and all fees or charges imposed by Local, State or Federal Law, Rule and Regulation applicable to the work specified herein, including fees or charges which may be imposed subsequent to the date of the Bid opening.

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NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

SECTION 22 05 03 - PIPES AND TUBES FOR PLUMBING PIPING AND EQUIPMENT

PART 1 GENERAL

1.1 SUBMITTALS

- A. See DDC General Conditions
- B. Shop Drawings: Indicate layout of piping systems, including equipment, critical dimensions, and sizes. Submit shop drawings sealed by registered professional engineer.
- C. Product Data: Submit data on pipe materials and fittings. Submit manufacturers catalog information.
- D. Engineering Data: Indicate pipe sizes. Indicate pipe sizing methods. Indicate calculations used. Sealed by registered professional engineer.

1.2 QUALITY ASSURANCE

- A. Perform Work in accordance with ASME B31.9 code for installation of piping systems and ASME Section IX for welding materials and procedures.
- B. Perform Work in accordance with NY and NYC standard.
- C. Maintain one copy of each document on site.

1.3 QUALIFICATIONS

- A. Manufacturer: Company specializing in manufacturing Products specified in this section with minimum 3 years documented experience.
- B. Installer: Company specializing in performing work of this section with minimum 3 years documented experience.

1.4 PRE-INSTALLATION MEETINGS

- A. See DDC General Conditions
- B. Convene minimum one week prior to commencing work of this section.



1.5 DELIVERY, STORAGE, AND HANDLING

- A. See DDC General Conditions
- B. Furnish temporary end caps and closures on piping and fittings. Maintain in place until installation.
- C. Protect piping from entry of foreign materials by temporary covers, completing sections of the Work, and isolating parts of completed system.

1.6 ENVIRONMENTAL REQUIREMENTS

- A. See DDC General Conditions
- B. Do not install underground piping when bedding is wet or frozen.

1.7 FIELD MEASUREMENTS

- A. Verify field measurements prior to fabrication.

1.8 COORDINATION

- A. See DDC General Conditions
- B. Coordinate installation of buried piping with trenching.

PART 2 PRODUCTS

2.1 DOMESTIC WATER PIPING, ABOVE GRADE

- A. Copper Tubing: ASTM B88, Type L hard drawn.
 - 1. Fittings: ASME B16.18, cast copper alloy or ASME B16.22, wrought copper and bronze.
 - 2. Joints: Solder, lead free, ASTM B32, 95-5 tin-antimony, or tin and silver, with melting range 430 to 535 degrees F.

2.2 SANITARY SEWER AND VENT PIPING, ABOVE GRADE

- A. Cast Iron Pipe: ASTM A74, service weight.
 - 1. Fittings: Cast iron, ASTM A74.
 - 2. Joints: ASTM C564, rubber gasket joint devices or lead and oakum.
- B. Cast Iron Pipe: CISPI 301, hub-less, service weight.
 - 1. Fittings: Cast iron, CISPI 301.



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2. Joints: CISPI 310, neoprene gaskets and stainless steel clamp-and-shield assemblies.

2.3 NATURAL GAS PIPING, ABOVE GRADE

- A. Steel Pipe: ASTM A53/A53M Schedule 40 black.
 1. Fittings: ASME B16.3, malleable iron, 150 psig.
 2. Joints: Threaded for pipe 2 inch and smaller; welded for pipe 2-1/2 inches and larger.

PART 3 EXECUTION

3.1 INSTALLATION - ABOVE GROUND PIPING

- A. Route piping in orderly manner and maintain gradient. Route parallel and perpendicular to walls.
- B. Install piping to maintain headroom without interfering with use of space or taking more space than necessary.
- C. Group piping whenever practical at common elevations.
- D. Sleeve pipe passing through partitions, walls and floors. Refer to Section 22 05 29.
- E. Install piping to allow for expansion and contraction without stressing pipe, joints, or connected equipment. Refer to Section 23 05 48.
- F. Provide clearance in hangers and from structure and other equipment for installation of insulation and access to valves and fittings. Refer to Section 22 07 00.
- G. Provide access where valves and fittings are not accessible. Coordinate size and location of access doors with Section 08 31 13.
- H. Install non-conducting dielectric connections wherever jointing dissimilar metals.
- I. Establish invert elevations, slopes for drainage to 1/8 inch per foot minimum. Maintain gradients.
- J. Slope piping and arrange systems to drain at low points.
- K. Protect piping systems from entry of foreign materials by temporary covers, completing sections of the Work, and isolating parts of completed system.
- L. Install valves in accordance with Section 22 05 23.



- M. Install piping specialties in accordance with Section 22
 - N. Insulate piping. Refer to Section 22 07 00.
- 3.2 INSTALLATION - DOMESTIC WATER PIPING SYSTEMS
- A. Install domestic water piping system in accordance with ASME B31.9.
 - B. Install domestic water piping system in accordance with Section 22 11 00.
- 3.3 INSTALLATION - SANITARY WASTE AND VENT PIPING SYSTEMS
- A. Install sanitary waste and vent piping systems in accordance with local NYC plumbing code.
 - B. Support cast iron drainage piping at every joint.
- 3.4 INSTALLATION - GAS PIPING SYSTEMS
- A. Install gas piping with NFPA 54 Fuel Gas Code for installation and purging of natural-gas piping.
- 3.5 FIELD QUALITY CONTROL
- A. DDC General Conditions - Quality Requirements and Execution /Closeout Requirements: Field inspecting, testing, adjusting, and balancing.
 - B. Test domestic water piping system in accordance with applicable code.
 - C. Test sanitary waste and vent piping system in accordance with applicable code.
- 3.6 CLEANING
- A. DDC General Conditions - Execution and Closeout Requirements:
Requirements for cleaning.
 - B. Clean and disinfect domestic water distribution system in accordance with Section PC 610 of NYC Plumbing Code.

END OF SECTION



SECTION 22 05 23 - GENERAL-DUTY VALVES FOR PLUMBING PIPING

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes:

1. Gate valves.
2. Ball valves.
3. Plug valves.
4. Butterfly valves.
5. Check valves.

B. Related Sections:

1. Section 22 05 03 - Pipes and Tubes for Plumbing Piping and Equipment: Product and installation requirements for piping materials applying to various system types.
2. Section 22 05 29 - Hangers and Supports for Plumbing Piping and Equipment: Product and installation requirements for pipe hangers and supports.
3. Section 22 07 00 - Plumbing Insulation: Product and installation requirements for insulation for valves.
4. Section 22 11 00 - Facility Water Distribution: Product and installation requirements for piping, and equipment used in domestic water systems.

1.2 REFERENCES

A. ASTM International:

1. ASTM D1784 - Standard Specification for Rigid Poly (Vinyl Chloride) (PVC) Compounds and Chlorinated Poly (Vinyl Chloride) (CPVC) Compounds.
2. ASTM D4101 - Standard Specification for Propylene Injection and Extrusion Materials.

B. Manufacturers Standardization Society of the Valve and Fittings Industry:

1. MSS SP 67 - Butterfly Valves.
2. MSS SP 70 - Cast Iron Gate Valves, Flanged and Threaded Ends.
3. MSS SP 71 - Cast Iron Swing Check Valves, Flanged and Threaded Ends.
4. MSS SP 78 - Cast Iron Plug Valves, Flanged and Threaded Ends.
5. MSS SP 80 - Bronze Gate, Globe, Angle and Check Valves.
6. MSS SP 110 - Ball Valves Threaded, Socket-Welding, Solder Joint, Grooved and Flared Ends.

1.3 SUBMITTALS

- ##### A. See DDC General Conditions.



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- B. Product Data: Submit manufacturers catalog information with valve data and ratings for each service.
- C. Manufacturer's Installation Instructions: Submit hanging and support methods, joining procedures.
- D. Manufacturer's Certificate: Certify products meet or exceed specified requirements.

1.4 CLOSEOUT SUBMITTALS

- A. See DDC General Conditions.
- B. Project Record Documents: Record actual locations of valves
- C. Operation and Maintenance Data: Submit installation instructions, spare parts lists, exploded assembly views.

1.5 QUALITY ASSURANCE

- A. Perform Work in accordance with NYC standard.
- B. Maintain one copy of each document on site.

1.6 QUALIFICATIONS

- A. Manufacturer: Company specializing in manufacturing Products specified in this section with minimum three years' experience.
- B. Installer: Company specializing in performing work of this section with minimum 3 year experience.

1.7 PRE-INSTALLATION MEETINGS

- A. See DDC General Conditions.
- B. Convene minimum one week prior to commencing work of this section.

1.8 DELIVERY, STORAGE, AND HANDLING

- A. See DDC General Conditions.
- B. Accept valves on site in shipping containers with labeling in place. Inspect for damage.
- C. Provide temporary protective coating on cast iron and steel valves.



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1.9 ENVIRONMENTAL REQUIREMENTS

- A. See DDC General Conditions.
- B. Do not install valves underground when bedding is wet or frozen.

1.10 WARRANTY

- A. See DDC General Conditions.
- B. Furnish five year manufacturer warranty for valves excluding packing.

1.11 EXTRA MATERIALS

- A. See DDC General Conditions.
- B. Furnish two packing kits for each size valve.

PART 2 PRODUCTS

2.1 GATE VALVES

- A. Manufacturers:
 1. Crane Valve, North America Model.
 2. Hammond Valve Model.
 3. Milwaukee Valve Company Model.
 4. NIBCO, Inc. Model.
 5. Stockham Valves & Fittings Model.
 6. Approved Equal.
- B. Furnish materials in accordance with NYS & NYC.
- C. 2 inches (50 mm) and Smaller: MSS SP 80, Class 125, bronze body, bronze trim, inside screw solid wedge disc.
- D. 2-1/2 inches (65 mm) and Larger: MSS SP 70, Class 125, cast iron body, bronze trim, bolted bonnet, hand-wheel, outside screw and yoke, solid wedge disc with bronze seat rings, flanged ends. Furnish chain-wheel operators for valves 6 inches (150 mm) and larger mounted over 8 feet (2400 mm) above floor.

2.2 BALL VALVES

- A. Manufacturers:
 1. Crane Valve, North America Model.



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2. Hammond Valve Model.
3. Milwaukee Valve Company Model.
4. NIBCO, Inc. Model.
5. Stockham Valves & Fittings Model.
6. Approved Equal.

- B. Furnish materials in accordance with NYC standards.
- C. 2 inches (50 mm) and Smaller: MSS SP 110, 400 psi (2760 kPa), bronze body, chrome plated brass ball, regular port, teflon seats, blow-out proof stem, solder or threaded ends with union.
- D. 2 inches (50 mm) and Smaller: 150 psi (1035 kPa) at 73 degrees F (55 degrees C) water temperature, maximum service temperature: 140 degrees F (60 degrees C) ASTM D1784 PVC body and ball, double lever handle, EPDM seals, teflon seats, regular port, single union type with threaded ends.

2.3 PLUG VALVES

- A. Manufacturers:
 1. DeZURIK, Unit of SPX Corp. Model.
 2. Flow Control Equipment, Inc. Model.
 3. Homestead Valve Model.
 4. Approved Equal.
- B. Furnish materials in accordance with NYS & NYC.
- C. 2 inches and Smaller: MSS SP 78, Class 150, semi-steel construction, round port, pressure lubricated, teflon packing, threaded ends. Furnish one plug valve wrench for every ten plug-valves with minimum of one wrench.
- D. 2-1/2 inches and Larger: MSS SP 78, Class 150, semi-steel construction, round port, pressure lubricated, teflon packing, flanged ends.

2.4 BUTTERFLY VALVES

- A. Manufacturers:
 1. Crane Valve, North America Model.
 2. Hammond Valve Model.
 3. Milwaukee Valve Company Model.
 4. NIBCO, Inc. Model.
 5. Stockham Valves & Fittings Model.



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6. Approved Equal.
- B. Furnish materials in accordance with NYS & NYC standards.
 - C. 2-1/2 inches (65 mm) and Larger: MSS SP 67, Class 150.
 1. Body: Cast or ductile iron, wafer or grooved ends, stainless steel stem, extended neck.
 2. Disc: Nickel-plated ductile.
 3. Seat: Resilient replaceable EPDM
 4. Handle and Operator: 10 position lever handle
 - D. 2 inches (50 mm) through 10 inches: 150 psi (1035 kPa) at 73 degrees F (55 degrees C) water temperature, maximum service temperature: 140 degrees F (60 degrees C), two piece body, ASTM D1784 PVC, lug type flange facing, disc encapsulated with EPDM, stainless steel shaft, locking lever handle.

2.5 CHECK VALVES

- A. Horizontal Swing Check Valves:
 1. Manufacturers:
 - a. Crane Valve, North America Model.
 - b. Hammond Valve Model.
 - c. Milwaukee Valve Company Model.
 - d. NIBCO, Inc. Model.
 - e. Stockham Valves & Fittings Model.
 - f. Approved Equal.
 2. Furnish materials in accordance with NYS & NYC.
 3. 2 inches (50 mm) and Smaller: MSS SP 80, Class 150, bronze body and cap, bronze seat, teflon disc, solder or threaded ends.
 4. 2-1/2 inches (65 mm) and Larger: MSS SP 71, Class 125, cast iron body, bolted cap, bronze or cast iron disc, flanged ends.
- B. Spring Loaded Check Valves:
 1. Manufacturers:
 - a. Crane Valve, North America Model.
 - b. Hammond Valve Model.
 - c. Milwaukee Valve Company Model.
 - d. NIBCO, Inc. Model.
 - e. Stockham Valves & Fittings Model.



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f. Approved Equal

2. Furnish materials in accordance with NYS & NYC standards.
3. 2 inches (50 mm) and Smaller: MSS SP 80, Class 250, bronze body, in-line spring lift check, silent closing, teflon disc, integral seat, solder or threaded ends.
4. 2-1/2 inches (65 mm) and Larger: MSS SP 71, Class 125, wafer style, cast iron body, bronze seat, center guided bronze disc, stainless steel spring and screws, flanged ends.

PART 3 EXECUTION

3.1 EXAMINATION

- A. See DDC General Conditions.
- B. Verify piping system is ready for valve installation.

3.2 INSTALLATION

- A. Install valves with stems upright or horizontal, not inverted.
- B. Install brass male adapters each side of valves in copper piped system. Solder adapters to pipe.
- C. Install 3/4 inch gate, ball valves with cap for drains at main shut-off valves, low points of piping, bases of vertical risers, and at equipment.
- D. Install valves with clearance for installation of insulation and allowing access.
- E. Provide access where valves and fittings are not accessible. Coordinate size and location of access doors with Section 08 31 13.
- F. Refer to Section 22 05 29 for pipe hangers
- G. Refer to Section 22 07 00 for insulation requirements for valves.
- H. Refer to Section 22 05 03 for piping materials applying to various system types.
- I. For installation of valves in domestic water systems refer to Section 22 11 00.
- J. Install Work in accordance with NYC standards.

3.3 VALVE APPLICATIONS

- A. Install shutoff and drain valves at locations indicated on Drawings in



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accordance with this Section.

- B. Install ball butterfly or gate valves for shut-off and to isolate equipment, part of systems, or vertical risers.
- C. Install ball, butterfly or globe valves for throttling, bypass, or manual flow control services.
- D. Install spring loaded check valves on discharge of water pumps.
- E. Install lever and weight check valves on discharge of pumps in pumped sanitary, pumped storm water piping.
- F. Install lug end butterfly valves adjacent to equipment when functioning to isolate equipment.
- G. Install ball, butterfly and gate valves in domestic water systems for shut-off service.
- H. Install ball, butterfly and gate valves in domestic water systems for throttling service.
- I. Install ball, butterfly and gate valves in sanitary systems for shut-off service.
- J. Install ball, butterfly and gate valves in storm water systems for shut-off service.

END OF
SECTION



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SECTION 22 05 29 - HANGERS AND SUPPORTS FOR PLUMBING PIPING AND EQUIPMENT

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Pipe hangers and supports.
 - 2. Hanger rods.
 - 3. Inserts.
 - 4. Flashing.
 - 5. Sleeves.
 - 6. Mechanical sleeve seals.
 - 7. Formed steel channel.
 - 8. Firestopping relating to plumbing
 - 9. Firestopping accessories.
 - 10. Equipment bases and supports.

- B. Related Sections:
 - 1. Section 03 30 00 - Cast-In-Place Concrete: Execution requirements for placement of concrete housekeeping pads specified by this section.
 - 2. Section 07 84 13 - Penetration Firestopping: Product requirements for firestopping for placement by this section.
 - 3. Section 07 92 00 - Joint Sealants: Product requirements for sealant materials for placement by this section.
 - 4. Section 09 91 00 - Painting Product and execution requirements for painting specified by this section.
 - 5. Section 22 05 03 - Pipes and Tubes for Plumbing Piping and Equipment: Execution requirements for placement of hangers and supports specified by this section.
 - 6. Section 22 11 00 - Facility Water Distribution: Execution requirements for placement of hangers and supports specified by this section.

1.2 REFERENCES

- A. American Society of Mechanical Engineers:
 - 1. ASME B31.1 - Power Piping.
 - 2. ASME B31.5 - Refrigeration Piping.
 - 3. ASME B31.9 - Building Services Piping.

- B. ASTM International:



1. ASTM E84 - Test Method for Surface Burning Characteristics of Building Materials.
 2. ASTM E119 - Method for Fire Tests of Building Construction and Materials.
 3. ASTM E814 - Test Method of Fire Tests of Through Penetration Firestops.
 4. ASTM F708 - Standard Practice for Design and Installation of Rigid Pipe Hangers.
 5. ASTM E1966 - Standard Test Method for Fire-Resistive Joint Systems.
- C. American Welding Society:
1. AWS D1.1 - Structural Welding Code - Steel.
- D. FM Global:
1. FM - Approval Guide, A Guide to Equipment, Materials & Services Approved By Factory Mutual Research For Property Conservation.
- E. Manufacturers Standardization Society of the Valve and Fittings Industry:
1. MSS SP 58 - Pipe Hangers and Supports - Materials, Design and Manufacturer.
 2. MSS SP 69 - Pipe Hangers and Supports - Selection and Application.
 3. MSS SP 89 - Pipe Hangers and Supports - Fabrication and Installation Practices.
- F. Underwriters Laboratories Inc.:
1. UL 263 - Fire Tests of Building Construction and Materials.
 2. UL 723 - Tests for Surface Burning Characteristics of Building Materials.
 3. UL 1479 - Fire Tests of Through-Penetration Firestops.
 4. UL 2079 - Tests for Fire Resistance of Building Joint Systems.
 5. UL - Fire Resistance Directory.
- G. Intertek Testing Services (Warnock Hersey Listed):
1. WH - Certification Listings.

1.3 DEFINITIONS

- A. Firestopping (Through-Penetration Protection System): Sealing or stuffing material or assembly placed in spaces between and penetrations through building materials to arrest movement of fire, smoke, heat, and hot gases through fire rated construction.

1.4 SYSTEM DESCRIPTION

- A. Firestopping Materials: ASTM E119, ASTM E814, UL 263, UL 1479 to achieve fire ratings as noted on Drawings for adjacent construction, but not less than 1 hour fire rating.
1. Ratings may be 3-hours for firestopping in through-penetrations of 4-hour fire rated assemblies unless otherwise required by applicable codes.



- B. Surface Burning: ASTM E84, UL 723 with maximum flame spread / smoke developed rating of 25/450.
- C. Firestop interruptions to fire rated assemblies, materials, and components.

1.5 PERFORMANCE REQUIREMENTS

- A. Firestopping: Conform to applicable code, FM, UL, WH for fire resistance ratings and surface burning characteristics.
- B. Firestopping: Provide certificate of compliance from authority having jurisdiction indicating approval of materials used.

1.6 SUBMITTALS

- A. See DDC General Conditions.
- B. Shop Drawings: Indicate system layout with location including critical dimensions, sizes, and pipe hanger and support locations and detail of trapeze hangers.
- C. Product Data:
 - 1. Hangers and Supports: Submit manufacturers catalog data including load capacity.
 - 2. Fire stopping: Submit data on product characteristics, performance and limitation criteria.
- D. Firestopping Schedule: Submit schedule of opening locations and sizes, penetrating items, and required listed design numbers to seal openings to maintain fire resistance rating of adjacent assembly.
- E. Design Data: Indicate load carrying capacity of trapeze, multiple pipe, and riser support hangers. Indicate calculations used to determine load carrying capacity of trapeze, multiple pipe, and riser support hangers.
- F. Manufacturer's Installation Instructions:
 - 1. Hangers and Supports: Submit special procedures and assembly of components.
 - 2. Firestopping: Submit preparation and installation instructions.
- G. Manufacturer's Certificate: Certify products meet or exceed specified requirements.
- H. Engineering Judgements: For conditions not covered by UL or WH listed designs, submit judgements by licensed professional engineer suitable for presentation to



authority having jurisdiction for acceptance as meeting code fire protection requirements.

1.7 QUALITY ASSURANCE

- A. Through Penetration Firestopping of Fire Rated Assemblies: UL 1479 or ASTM E814 with 0.10 inch water gage (24.9 Pa) minimum positive pressure differential to achieve fire F-Ratings and temperature T-Ratings as indicated on Drawings, but not less than 1- hour.
 - 1. Wall Penetrations: Fire F-Ratings as indicated on Drawings, but not less than 1- hour.
 - 2. Floor and Roof Penetrations: Fire F-Ratings and temperature T-Ratings as indicated on Drawings, but not less than 1-hour.
 - a. Floor Penetrations Within Wall Cavities: T-Rating is not required.
- B. Through Penetration Firestopping of Non-Fire Rated Floor and Roof Assemblies: Materials to resist free passage of flame and products of combustion.
 - 1. Noncombustible Penetrating Items: Noncombustible materials for penetrating items connecting maximum of three stories.
 - 2. Penetrating Items: Materials approved by authorities having jurisdiction for penetrating items connecting maximum of two stories.
- C. Fire Resistant Joints in Fire Rated Floor, Roof, and Wall Assemblies: ASTM E1966 or UL 2079 to achieve fire resistant rating as indicated on Drawings for assembly in which joint is installed.
- D. Fire Resistant Joints Between Floor Slabs and Exterior Walls: ASTM E119 with 0.10 inch water gage (24.9 Pa) minimum positive pressure differential to achieve fire resistant rating as indicated on Drawings for floor assembly.
- E. Surface Burning Characteristics: 25/450 flame spread/smoke developed index when tested in accordance with ASTM E84.
- F. Perform Work in accordance with applicable authority, AWS D1.1 for welding hanger and support attachments to building structure.
- G. Perform Work in accordance with NY & NYC standards.
- H. Maintain one of each document on site.

1.8 QUALIFICATIONS



- A. Manufacturer: Company specializing in manufacturing Products specified in this section with minimum 3 years documented experience.
- B. Installer: Company specializing in performing Work of this section with minimum 3 years documented experience.

1.9 PRE-INSTALLATION MEETINGS

- A. DDC General Conditions.
- B. Convene minimum one week prior to commencing work of this section.

1.10 DELIVERY, STORAGE, AND HANDLING

- A. DDC General Conditions - Product Requirements: Requirements for transporting, handling, storing, and protecting products.
- B. Accept materials on site in original factory packaging, labeled with manufacturer's identification.
- C. Protect from weather and construction traffic, dirt, water, chemical, and damage, by storing in original packaging.

1.11 ENVIRONMENTAL REQUIREMENTS

- A. See DDC General Conditions.
- B. Do not apply firestopping materials when temperature of substrate material and ambient air is below 60 degrees F (15 degrees C).
- C. Maintain this minimum temperature before, during, and for minimum 3 days after installation of firestopping materials.
- D. Provide ventilation in areas to receive solvent cured materials.

1.12 FIELD MEASUREMENTS

- A. Verify field measurements prior to fabrication.

1.13 WARRANTY



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- A. DDC General Conditions
- B. Furnish five year manufacturer warranty for pipe hangers and supports.

PART 2 PRODUCTS

2.1 PIPE HANGERS AND SUPPORTS

- A. Manufacturers:
 - 1. Carpenter & Paterson Inc.
 - 2. Creative Systems Inc.
 - 3. Flex-Weld, Inc.
 - 4. Approved Equal.
- B. Furnish materials in accordance with NY, NYC standards.
- C. Plumbing Piping - DWV:
 - 1. Conform to ASME B31.9, ASTM F708, MSS SP58, MSS SP69, MSS SP89.
 - 2. Hangers for Pipe Sizes 1/2 to 1-1/2 inch (13 to 38 mm): Carbon steel, adjustable swivel, split ring.
 - 3. Hangers for Pipe Sizes 2 inches (50 mm) and Larger: Carbon steel, adjustable, clevis.
 - 4. Multiple or Trapeze Hangers: Steel channels with welded spacers and hanger rods.
 - 5. Wall Support for Pipe Sizes 3 inches (75 mm) and Smaller: Cast iron hook.
 - 6. Wall Support for Pipe Sizes 4 inches (100 mm) and Larger: Welded steel bracket and wrought steel clamp.
 - 7. Vertical Support: Steel riser clamp.
 - 8. Floor Support: Cast iron adjustable pipe saddle, lock nut, nipple, floor flange, and concrete pier or steel support.
 - 9. Copper Pipe Support: Copper-plated, carbon-steel adjustable, ring.
- D. Plumbing Piping - Water:
 - 1. Conform to ASME B31.9, ASTM F708, MSS SP58, MSS SP69, MSS SP89.
 - 2. Hangers for Pipe Sizes 1/2 to 1-1/2 inch (13 to 38 mm): Carbon steel, adjustable swivel, split ring.
 - 3. Hangers for Cold Pipe Sizes 2 inches (50 mm) and Larger: Carbon steel, adjustable, clevis.
 - 4. Hangers for Hot Pipe Sizes 2 to 4 inches (50 to 100 mm): Carbon steel, adjustable, clevis.
 - 5. Hangers for Hot Pipe Sizes 6 inches (150 mm) and Larger: Adjustable steel yoke, cast iron roll, double hanger.
 - 6. Multiple or Trapeze Hangers: Steel channels with welded spacers and



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- hanger rods.
7. Multiple or Trapeze Hangers for Hot Pipe Sizes 6 inches (150 mm) and Larger: Steel channels with welded spacers and hanger rods, cast iron roll.
 8. Wall Support for Pipe Sizes 3 inches (76 mm) and Smaller: Cast iron hook.
 9. Wall Support for Pipe Sizes 4 inches (100 mm) and Larger: Welded steel bracket and wrought steel clamp.
 10. Wall Support for Hot Pipe Sizes 6 inches (150 mm) and Larger: Welded steel bracket and wrought steel clamp with adjustable steel yoke and cast iron roll.
 11. Vertical Support: Steel riser clamp.
 12. Floor Support for Cold Pipe: Cast iron adjustable pipe saddle, lock nut, nipple, floor flange, and concrete pier or steel support.
 13. Floor Support for Hot Pipe Sizes 4 inches (100 mm) and Smaller: Cast iron adjustable pipe saddle, lock nut, nipple, floor flange, and concrete pier or steel support.
 14. Floor Support for Hot Pipe Sizes 6 inches (150 mm) and Larger: Adjustable cast iron roll and stand, steel screws, and concrete pier or steel support.
 15. Copper Pipe Support: Copper-plated, Carbon-steel ring.

2.2 ACCESSORIES

- A. Hanger Rods: Mild steel threaded both ends, threaded on one end, or continuous threaded.

2.3 INSERTS

- A. Manufacturers:
 1. Carpenter & Paterson Inc.
 2. Creative Systems Inc.
 3. Flex-Weld, Inc.
 4. Approved Equal.
- B. Inserts: Malleable iron case of galvanized steel shell and expander plug for threaded connection with lateral adjustment, top slot for reinforcing rods, lugs for attaching to forms; size inserts to suit threaded hanger rods.

2.4 FLASHING

- A. Metal Flashing: 26gage thick galvanized steel.
- B. Metal Counter flashing: 22 gage thick galvanized steel.

2.5 SLEEVES

- A. Sleeves for Pipes through Non-fire Rated Floors: 18 gage (1.2 mm) thick



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galvanized steel.

- B. Sleeves for Pipes through Non-fire Rated Beams, Walls, Footings, and Potentially Wet Floors: Steel pipe or 18gage thick galvanized steel.
- C. Sealant: Acrylic. Refer to Section 07 92 00.

2.6 FIRESTOPPING

- A. Manufacturers:
 - 1. Dow Corning Corp.
 - 2. Fire Trak Corp.
 - 3. Hilti Corp.
 - 4. Approved Equal.
- B. Furnish materials in accordance with NY & NYC standards.
- C. Product Description: Different types of products by multiple manufacturers are acceptable as required to meet specified system description and performance requirements; provide only one type for each similar application.
 - 1. Silicone Elastomeric Fire stopping: Single or Multiple component silicone elastomeric compound and compatible silicone sealant.
 - 2. Foam Fire stopping Compounds: Single or Multiple component foam compound.
 - 3. Formulated Firestopping Compound of Incombustible Fibers: Formulated compound mixed with incombustible non-asbestos fibers.
 - 4. Fiber Stuffing and Sealant Firestopping: Composite of mineral or ceramic fiber stuffing insulation with silicone elastomer for smoke stopping.
 - 5. Mechanical Firestopping Device with Fillers: Mechanical device with incombustible fillers and silicone elastomer, covered with sheet stainless steel jacket, joined with collars, penetration sealed with flanged stops.
 - 6. Intumescent Firestopping: Intumescent putty compound which expands on exposure to surface heat gain.
 - 7. Firestop Pillows: Formed mineral fiber pillows.
- D. Color: Dark gray, Black, or as selected from manufacturer's full range of colors.

2.7 FIRESTOPPING ACCESSORIES

- A. Primer: Type recommended by firestopping manufacturer for specific substrate surfaces and suitable for required fire ratings.

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- B. Dam Material: Permanent:
 - 1. Mineral fiberboard.
 - 2. Mineral fiber matting.
 - 3. Sheet metal.
 - 4. Plywood or particle board.
 - 5. Alumina silicate fire board.
- C. Installation Accessories: Provide clips, collars, fasteners, temporary stops or dams, and other devices required to position and retain materials in place.
- D. General:
 - 1. Furnish UL listed products.
 - 2. Select products with rating not less than rating of wall or floor being penetrated.
- E. Non-Rated Surfaces:
 - 1. Stamped steel, chrome plated, hinged, split ring escutcheons or floor plates or ceiling plates for covering openings in occupied areas where piping is exposed.
 - 2. For exterior wall openings below grade, furnish mechanical sealing device to continuously fill annular space between piping and cored opening or water-stop type wall sleeve.

PART 3 EXECUTION

3.1 EXAMINATION

- A. See DDC General Conditions.
- B. Verify openings are ready to receive sleeves.
- C. Verify openings are ready to receive firestopping.

3.2 PREPARATION

- A. Clean substrate surfaces of dirt, dust, grease, oil, loose material, or other matter affecting bond of firestopping material.
- B. Remove incompatible materials affecting bond.
- C. Install backing damming materials to arrest liquid material leakage.
- D. Obtain permission from Architect/Engineer before using powder-actuated anchors.



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- E. Do not drill or cut structural members.

3.3 INSTALLATION - INSERTS

- A. Install inserts for placement in concrete forms.
- B. Install inserts for suspending hangers from reinforced concrete slabs and sides of reinforced concrete beams.
- C. Provide hooked rod to concrete reinforcement section for inserts carrying pipe 4 inches (100 mm) and larger.
- D. Where concrete slabs form finished ceiling, locate inserts flush with slab surface.
- E. Where inserts are omitted, drill through concrete slab from below and provide through-bolt with recessed square steel plate and nut above slab.

3.4 INSTALLATION - PIPE HANGERS AND SUPPORTS

- A. Install in accordance with ASME B31.1, ASME B31.5, ASME 31.9, ASTM F708, MSS SP 58, MSS SP 69, MSS SP 89.
- B. Support horizontal piping as scheduled.
- C. Install hangers with minimum 1/2 inch (13 mm) space between finished covering and adjacent work.
- D. Place hangers within 12 inches (300 mm) of each horizontal elbow.
- E. Use hangers with 1-1/2 inch (38 mm) minimum vertical adjustment.
- F. Support horizontal cast iron pipe adjacent to each hub, with 5 feet (1.5 m) maximum spacing between hangers.
- G. Support vertical piping at every floor. Support vertical cast iron pipe at each floor at hub.
- H. Where piping is installed in parallel and at same elevation, provide multiple pipe or trapeze hangers.
- I. Support riser piping independently of connected horizontal piping.
- J. Provide sheet lead packing between hanger or support and piping.
- K. Design hangers for pipe movement without disengagement of supported pipe.

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- L. Prime coat exposed steel hangers and supports. Refer to Section 09 91 00.
- M. Hangers and supports located in crawl spaces, pipe shafts, and suspended ceiling spaces are not considered exposed.
- N. Provide clearance in hangers and from structure and other equipment for installation of insulation. Refer to Section 22 07 00.

3.5 INSTALLATION - FLASHING

- A. Provide flexible flashing and metal counter flashing where piping penetrates weather or waterproofed walls, floors, and roofs.
- B. Flash vent and soil pipes projecting 3 inches (75 mm) minimum above finished roof surface with lead worked 1 inch (25 mm) minimum into hub, 8 inches (200 mm) minimum clear on sides with 24 x 24 inches (600 x 600 mm) sheet size. For pipes through outside walls, turn flanges back into wall and caulk, metal counter-flash, and seal.
- C. Flash floor drains in floors with topping over finished areas with lead, 10 inches (250 mm) clear on sides with minimum 36 x 36 inch (910 x 910 mm) sheet size. Fasten flashing to drain clamp device.
- D. Seal floor, shower, mop sink, drains watertight to adjacent materials.
- E. Adjust storm collars tight to pipe with bolts; caulk around top edge. Use storm collars above roof jacks. Screw vertical flange section to face of curb.

3.6 INSTALLATION - SLEEVES

- A. Exterior watertight entries: Seal with mechanical sleeve seals.
- B. Set sleeves in position in forms. Provide reinforcing around sleeves.
- C. Size sleeves large enough to allow for movement due to expansion and contraction. Provide for continuous insulation wrapping.
- D. Extend sleeves through floors and above finished floor level. Caulk sleeves.
- E. Where piping penetrates floor, ceiling, or wall, close off space between pipe and adjacent work with firestopping insulation and caulk. Provide close fitting metal collar or escutcheon covers at both sides of penetration.
- F. Install chrome plated steel, plastic or stainless steel escutcheons at finished surfaces.



3.7 INSTALLATION - FIRESTOPPING

- A. Install material at fire rated construction perimeters and openings containing penetrating sleeves, piping and other items, requiring firestopping.
- B. Apply primer where recommended by manufacturer for type of firestopping material and substrate involved, and as required for compliance with required fire ratings.
- C. Apply firestopping material in sufficient thickness to achieve required fire and smoke rating, to uniform density and texture.
- D. Compress fibered material to maximum 40 percent of its uncompressed size.
- E. Place foamed material in layers to ensure homogenous density, filling cavities and spaces. Place sealant to completely seal junctions with adjacent dissimilar materials.
- F. Place intumescent coating in sufficient coats to achieve rating required.
- G. Remove dam material after firestopping material has cured dam material to remain.
- H. Fire Rated Surface:
 - 1. Seal opening at floor, wall, partition, ceiling, and roof as follows:
 - a. Install sleeve through opening and extending beyond min. of 1 inch (25 mm) on both sides of building element.
 - b. Size sleeve allowing minimum of 1 inch (25 mm) void between sleeve and building element.
 - c. Pack void with backing material.
 - d. Seal ends of sleeve with UL listed fire resistive silicone compound to meet fire rating of structure penetrated.
 - 2. Where cable tray, bus, cable bus, conduit, wireway, trough, and penetrates fire rated surface, install firestopping product in accordance with manufacturer's instructions.
- I. Non-Rated Surfaces:
 - 1. Seal opening through non-fire rated wall, partition floor, ceiling, as follows:
 - a. Install sleeve through opening and extending beyond min. of 1 inch (25 mm) on both sides of building element.
 - b. Size sleeve allowing minimum of 1 inch (25 mm) void between sleeve and building element.



- c. Install type of firestopping material recommended by manufacturer.
- 2. Install escutcheons floor plates or ceiling plates where conduit, penetrates non-fire rated surfaces in occupied spaces. Occupied spaces include rooms with finished ceilings and where penetration occurs below finished ceiling.
- 3. Exterior wall openings below grade: Assemble rubber links of mechanical sealing device to size of piping and tighten in place, in accordance with manufacturer's instructions.
- 4. Interior partitions: Seal pipe penetrations at clean rooms, laboratories, hospital spaces, computer rooms, telecommunication rooms, data rooms and apply sealant to both sides of penetration to completely fill annular space between sleeve and conduit.

3.8 FIELD QUALITY CONTROL

- A. See DDC General Conditions
Requirements: Field inspecting, testing, adjusting, and balancing.
- B. Inspect installed firestopping for compliance with specifications and submitted schedule.

3.9 CLEANING

- A. See DDC General Conditions.
- B. Clean adjacent surfaces of firestopping materials.

3.10 PROTECTION OF FINISHED WORK

- A. See DDC General Conditions.
- B. Protect adjacent surfaces from damage by material installation.

3.11 SCHEDULES

PIPE HANGER SPACING		
PIPE MATERIAL	MAXIMUM HANGER SPACING	HANGER ROD DIAMETER
ABS (All sizes)	4 (1.2)	3/8 (9)
Aluminum (All sizes)	10 (3)	1/2 (13)
Cast Iron (All Sizes)	5 (1.5)	5/8 (15)



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Cast Iron (All Sizes) with 10 foot (3 m) length of pipe	10 (3)	5/8 (15)
CPVC, 1 inch (25 mm) and smaller	3 (0.9)	1/2 (13)
CPVC, 1-1/4 inches (32 mm) and larger	4 (1.2)	1/2 (13)
Copper Tube, 1-1/4 inches (32 mm) and smaller	6 (1.8)	1/2 (13)
Copper Tube, 1-1/2 inches (38 mm) and larger	10 (3)	1/2 (13)
Fiberglass	4 (1.2)	1/2 (13)
Glass	8 (2.4)	1/2 (13)
Polybutylene	2.67 (0.8)	3/8 (9)
Polypropylene	4 (1.2)	3/8 (9)
PVC (All Sizes)	4 (1.2)	3/8 (9)
Steel, 3 inches (75 mm) and smaller	12 (3.7)	1/2 (13)
Steel, 4 inches (100 mm) and larger	12 (3.7)	5/8 (15)

END OF SECTION

SECTION 22 07 00 - PLUMBING INSULATION

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
1. Plumbing piping insulation, jackets and accessories.
 2. Plumbing equipment insulation, jackets and accessories.
- B. Related Sections:
1. Section 07 84 13 – Penetrating Firestopping: Product requirements for firestopping for placement by this section.
 2. Section 09 91 00 - Painting Execution requirements for painting insulation jackets and covering specified by this section.

1.2 REFERENCES

- A. ASTM International:
1. ASTM A167 - Standard Specification for Stainless and Heat-Resisting Chromium-Nickel Steel Plate, Sheet, and Strip.
 2. ASTM B209 - Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate.
 3. ASTM B209M - Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate (Metric).
 4. ASTM C195 - Standard Specification for Mineral Fiber Thermal Insulating Cement.
 5. ASTM C449/C449M - Standard Specification for Mineral Fiber Hydraulic- Setting Thermal Insulating and Finishing Cement.
 6. ASTM C450 - Standard Practice for Prefabrication and Field Fabrication of Thermal Insulating Fitting Covers for NPS Piping, Vessel Lagging, and Dished Head Segments.
 7. ASTM C533 - Standard Specification for Calcium Silicate Block and Pipe Thermal Insulation.
 8. ASTM C534 - Standard Specification for Preformed Flexible Elastomeric Cellular Thermal Insulation in Sheet and Tubular Form.
 9. ASTM C547 - Standard Specification for Mineral Fiber Pipe Insulation.
 10. ASTM C553 - Standard Specification for Mineral Fiber Blanket Thermal Insulation for Commercial and Industrial Applications.
 11. ASTM C578 - Standard Specification for Rigid, Cellular Polystyrene Thermal Insulation.
 12. ASTM C585 - Standard Practice for Inner and Outer Diameters of Rigid Thermal Insulation for Nominal Sizes of Pipe and Tubing (NPS System).
 13. ASTM C591 - Standard Specification for Unfaced Preformed Rigid Cellular



Polyisocyanurate Thermal Insulation.

14. ASTM C612 - Standard Specification for Mineral Fiber Block and Board Thermal Insulation.
15. ASTM C795 - Standard Specification for Thermal Insulation for Use in Contact with Austenitic Stainless Steel.
16. ASTM C921 - Standard Practice for Determining the Properties of Jacketing Materials for Thermal Insulation.
17. ASTM C1136 - Standard Specification for Flexible, Low Permeance Vapor Retarders for Thermal Insulation.
18. ASTM D1784 - Standard Specification for Rigid Poly (Vinyl Chloride) (PVC) Compounds and Chlorinated Poly (Vinyl Chloride) (CPVC) Compounds.
19. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials.
20. ASTM E96 - Standard Test Methods for Water Vapor Transmission of Materials.

B. National Fire Protection Association:

1. NFPA 255 - Standard Method of Test of Surface Burning Characteristics of Building Materials.

C. Underwriters Laboratories Inc.:

1. UL 723 - Tests for Surface Burning Characteristics of Building Materials.

1.3 SUBMITTALS

- A. See DDC General Conditions.
- B. Product Data: Submit product description, thermal characteristics and list of materials and thickness for each service, and location.
- C. Samples: Submit two samples of representative size illustrating each insulation type.
- D. Manufacturer's Installation Instructions: Submit manufacturers published literature indicating proper installation procedures.
- E. Manufacturer's Certificate: Certify products meet or exceed specified requirements.

1.4 QUALITY ASSURANCE

- A. Test pipe insulation for maximum flame spread index of 25 and maximum smoke developed index of not exceeding 450 in accordance with ASTM E84, UL 723, and NFPA 255.



- B. Pipe insulation manufactured in accordance with ASTM C585 for inner and outer diameters.
- C. Factory fabricated fitting covers manufactured in accordance with ASTM C450.
- D. Perform Work in accordance with NY & NYC standard.
- E. Maintain one copy of each document on site.

1.5 QUALIFICATIONS

- A. Manufacturer: Company specializing in manufacturing products specified in this section with minimum 3 years documented experience.
- B. Applicator: Company specializing in performing Work of this section with minimum 3 years documented experience.

1.6 PRE-INSTALLATION MEETINGS

- A. See DDC General Conditions.
- B. Convene minimum one week prior to commencing work of this section.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. See DDC General Conditions.
- B. Accept materials on site in original factory packaging, labeled with manufacturer's identification, including product density and thickness.
- C. Protect insulation from weather and construction traffic, dirt, water, chemical, and damage, by storing in original wrapping.

1.8 ENVIRONMENTAL REQUIREMENTS

- A. See DDC General Conditions.
- B. Install insulation only when ambient temperature and humidity conditions are within range recommended by manufacturer.
- C. Maintain temperature before, during, and after installation for minimum period of 24 hours.

1.9 FIELD MEASUREMENTS



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- A. Verify field measurements prior to fabrication.

1.10 WARRANTY

- A. See DDC General Conditions.
- B. Furnish 10 year manufacturer warranty for man made fiber.

PART 2 PRODUCTS

2.1 MANUFACTURER

- A. Manufacturers for Glass Fiber and Mineral Fiber Insulation Products:
 - 1. CertainTeed.
 - 2. Knauf.
 - 3. Johns Manville.
 - 4. Owens-Corning.
 - 5. Approved Equal

2.2 PIPE INSULATION

- A. TYPE P-1: ASTM C547, molded glass fiber pipe insulation. Conform to ASTM C795 for application on Austenitic stainless steel.
 - 1. Thermal Conductivity: 0.23 at 75 degrees F.
 - 2. Operating Temperature Range: 0 to 850 degrees F.
 - 3. Vapor Barrier Jacket: ASTM C1136, Type I, factory applied reinforced foil kraft with self-sealing adhesive joints.
 - 4. Jacket Temperature Limit: minus 20 to 150 degrees F.

2.3 PIPE INSULATION ACCESSORIES

- A. Vapor Retarder Lap Adhesive: Compatible with insulation.
- B. Covering Adhesive Mastic: Compatible with insulation.
- C. Piping 1-1/2 inches diameter and smaller: Galvanized steel insulation protection shield. MSS SP-69, Type 40. Length: Based on pipe size and insulation thickness.
- D. Piping 2 inches diameter and larger: Wood insulation saddle, hard maple. Inserts length: not less than 6 inches long, matching thickness and contour of adjoining insulation.



- E. Closed Cell Elastomeric Insulation Pipe Hanger: Polyurethane insert with aluminum stainless steel jacket single piece construction with self adhesive closure. Thickness to match pipe insulation.
- F. Tie Wire: 0.048 inch stainless steel with twisted ends on maximum 12 inch centers.
- G. Mineral Fiber Hydraulic-Setting Thermal Insulating and Finishing Cement: ASTM C449/C449M.
- H. Insulating Cement: ASTM C195; hydraulic setting on mineral wool.
- I. Adhesives: Compatible with insulation.

2.4 EQUIPMENT INSULATION

- A. TYPE E-1: ASTM C553; glass fiber, flexible or semi-rigid, noncombustible.
 - 1. Thermal Conductivity: 0.24 at 75 degrees F
 - 2. Operating Temperature Range: 0 to 450 degrees F
 - 3. Density: 2.3pound per cubic foot

PART 3 EXECUTION

3.1 EXAMINATION

- A. See DDC General Conditions.
- B. Verify piping and equipment has been tested before applying insulation materials.
- C. Verify surfaces are clean and dry, with foreign material removed.

3.2 INSTALLATION - PIPING SYSTEMS

- A. Piping Exposed to View in Finished Spaces: Locate insulation and cover seams in least visible locations.
- B. Continue insulation through penetrations of building assemblies or portions of assemblies having fire resistance rating of one hour or less. Provide intumescent firestopping when continuing insulation through assembly. Finish at supports, protrusions, and interruptions. Refer to Section 07 84 13 for penetrations of



assemblies with fire resistance rating greater than one hour.

- C. Piping Systems Conveying Fluids Below Ambient Temperature:
 - 1. Insulate entire system including fittings, valves, unions, flanges, strainers, flexible connections, pump bodies, and expansion joints.
- D. Hot Piping Systems less than 140 degrees F
 - 1. Furnish factory-applied or field-applied standard jackets. Secure with outward clinch expanding staples or pressure sensitive adhesive system on standard factory-applied jacket and butt strips or both.
 - 2. Insulate fittings, joints, and valves with insulation of like material and thickness as adjoining pipe. Finish with glass cloth and adhesive or PVC fitting covers.
 - 3. Do not insulate unions and flanges at equipment, but bevel and seal ends of insulation at such locations.
- E. Inserts and Shields:
 - 1. Piping 1-1/2 inches Diameter and Smaller: Install galvanized steel shield between pipe hanger and insulation.
 - 2. Piping 2 inches Diameter and Larger: Install insert between support shield and piping and under finish jacket.
 - a. Insert Configuration: Minimum 6 inches long, of thickness and contour matching adjoining insulation; may be factory fabricated.
 - b. Insert Material: Compression resistant insulating material suitable for planned temperature range and service.
 - 3. Piping Supported by Roller Type Pipe Hangers: Install galvanized steel shield between roller and inserts.
- F. Pipe Exposed in Mechanical Equipment Rooms or Finished Spaces (less than 10 feet above finished floor): Finish with canvas jacket sized for finish painting PVC jacket and fitting covers ABS jacket and fitting covers aluminum jacket.
- G. Prepare pipe insulation for finish painting. Refer to Section 09 91 00.

3.3 INSTALLATION EQUIPMENT

- A. Factory Insulated Equipment: Do not insulate.
- B. Exposed Equipment: Locate insulation and cover seams in least visible locations.



- C. Fill joints, cracks, seams, and depressions with bedding compound to form smooth surface. On cold equipment, use vapor retarder cement.
- D. Equipment Containing Fluids Below Ambient Temperature:
 - 1. Insulate entire equipment surfaces.
 - 2. Apply insulation close to equipment by grooving, scoring, and beveling insulation. Fasten insulation to equipment with studs, pins, clips, adhesive, wires, or bands.
 - 3. Furnish factory-applied or field-applied vapor retarder jackets. Secure factory-applied jackets with pressure sensitive adhesive self-sealing longitudinal laps and butt strips. Secure field-applied jackets with outward clinch expanding staples and seal staple penetrations with vapor retarder mastic.
 - 4. Finish insulation at supports, protrusions, and interruptions.
- E. Equipment Containing Fluids 140 degrees F Or Less:
 - 1. Do not insulate flanges and unions, but bevel and seal ends of insulation.
 - 2. Install insulation with factory-applied or field applied jackets, with or without vapor barrier. Finish with glass cloth and adhesive.
 - 3. Finish insulation at supports, protrusions, and interruptions.
- F. Equipment Containing Fluids Over 140 degrees F
 - 1. Insulate flanges and unions with removable sections and jackets.
 - 2. Install insulation with factory-applied or field applied jackets, with or without vapor barrier. Finish with glass cloth and adhesive.
 - 3. Finish insulation at supports, protrusions, and interruptions.
- G. Equipment in Mechanical Equipment Rooms or Finished Spaces: Finish with canvas jacket sized for finish painting, PVC jacket and fitting covers, aluminum jacket, stainless steel jacket.

3.4 SCHEDULES

A. Water Supply Services Piping Insulation Schedule:

PIPING SYSTEM	INSULATION TYPE	PIPE SIZE	INSULATION THICKNESS inches
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Domestic Hot Water Supply and Recirculation	P-1	1-1/4 inches and smaller	1.0
Domestic Hot Water Supply and Recirculation systems with domestic water temperature maintenance cable	P-1	1 inch and smaller	1.0
			1.5
			2.0
Domestic Cold Water	P-1	1-1/4 inches and smaller	0.5
		1-1/2 inches and larger	1.0

B. Drainage Services Piping Insulation Schedule:

PIPING SYSTEM	INSULATION TYPE	PIPE SIZE	INSULATION THICKNESS inches
Sanitary Sewer Piping (horizontal and vertical above ground within building when PVC piping is used)	P-1	All sizes	0.5 1.0

END OF SECTION



SECTION 22 08 00 - COMMISSIONING OF PLUMBING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions, Division 22, and other Division 01 Specification Sections, apply to this section.
- B. The OPR and BOD documentation, if included, are for reference information only.
- C. For additional LEED requirements, refer to DDC General conditions.

1.2 SUMMARY

- A. This section includes commissioning process requirements for Plumbing systems, assemblies, and equipment.
- B. Related Sections:
 - 1. Division 01 Section, Specification 019100 - "General Commissioning Requirements" for commissioning process requirements.
 - 2. Division 22 Plumbing systems
- C. System to be commissioned
 - 1. Domestic hot water system
 - 2. Storage tank type domestic hot water heaters.

1.3 DESCRIPTION

- A. Commissioning: Commissioning is a systematic process of ensuring that all building systems, including the mechanical and electrical systems, have been installed in the prescribed manner, are functionally checked and capable of being operated and maintained to perform with the design intent and have documentation to support proper installation and operation. The Commissioning Agent (CxA) shall provide the Owner with an unbiased, objective view of the system's installation, operation and performance. This process does not eliminate or reduce the responsibility of each system designer to provide a complete design or installing subcontractors to provide a finished product. Commissioning is



intended to enhance the quality of each system installation, startup and transfer to beneficial use by the Owner.

- B. Commissioning during the construction phase is intended to achieve the following specific objectives, according to the Contract Documents:
 - 1. Verify that applicable equipment and systems are installed according to the manufacturer's recommendations and to industry accepted minimum standards and that they receive adequate operational checkout by installing contractors.
 - 2. Verify and document proper performance of equipment and systems.
 - 3. Verify that Operation & Maintenance documentation is complete and transferred to Owner.
 - 4. Verify that the Owner's operating personnel are adequately trained.
 - 5. Verify a contract is in place for a post occupancy review with O&M staff within 10 months after Substantial Completion.
- C. The Commissioning process shall be a team effort and encompass, as well as coordinate, the traditionally separate functions of system documentation, system installation, equipment startup, control system calibration, testing, balancing and verification and performance checkouts.
- D. The CxA will work closely with the construction team, cooperating on and coordinating all Cx activities with the Commissioner, Owner's representative, trade contractors, subcontractors, manufacturers and equipment suppliers.
- E. The Cx process shall not reduce the responsibility of the contractors to comply with the Contract Documents.

1.4 DEFINITIONS

- A. Refer to Division 01 Section "General Commissioning Requirements" for definitions.
- B. Owner: City of New York

1.5 SUBMITTALS

- A. Refer to Division 01 Section "General Commissioning Requirements" for CxA's role.
- B. Refer to Division 01 Section "Submittals" for specific requirements. In addition, provide the following:
- C. Certificates of readiness

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- D. Certificates of completion of installation, prestart, and startup activities.
- E. O&M manuals
- F. Test reports

1.6 QUALITY ASSURANCE

- A. Test Equipment Calibration Requirements: Contractors will comply with test manufacturer's calibration procedures and intervals. Recalibrate test instruments immediately after instruments have been repaired resulting from being dropped or damaged. Affix calibration tags to test instruments. Furnish calibration records to CxA upon request.

1.7 COORDINATION

- A. Refer to Division 01 Section "General Commissioning Requirements" for requirements pertaining to coordination during the commissioning process.

PART 2 - PRODUCTS

2.1 TEST EQUIPMENT

- A. All standard testing equipment required to perform startup, initial checkout and functional performance testing shall be provided by the contractor for the equipment being tested. For example, the plumbing contractor of Division 22 shall ultimately be responsible for all standard testing equipment for the plumbing system in Division 22, except for equipment specific to and used by TAB in their commissioning responsibilities. A sufficient quantity of two-way radios shall be provided by each subcontractor.
- B. Special equipment, tools and instruments (specific to a piece of equipment and only available from vendor) required for testing shall be included in the price to the Owner and left on site, except for stand-alone data logging equipment that may be used by the CxA.
- C. Proprietary test equipment and software required by any equipment manufacturer for programming and/or start-up, whether specified or not, shall be provided by the manufacturer of the equipment. Manufacturer shall provide the test equipment, demonstrate its use, and assist in the commissioning process as needed. Proprietary test equipment (and software) shall become the property of the Owner upon completion of the commissioning process.



- D. Data logging equipment and software required to test equipment, if provided by the CxA, shall not become the property of the Owner.
- E. All testing equipment shall be of sufficient quality and accuracy to test and/or measure system performance with the tolerances specified in the Specifications. If not otherwise noted, the following minimum requirements apply: Temperature sensors and digital thermometers shall have a certified calibration within the past year to an accuracy of 0.5°F and a resolution of + or - 0.1°F. Pressure sensors shall have an accuracy of + or - 2.0% of the value range being measured (not full range of meter) and have been calibrated within the last year.

PART 3 - EXECUTION

3.1 GENERAL DOCUMENTATION REQUIREMENTS

- A. With assistance from the installing contractors, the CxA will prepare Pre-Functional Checklists for commissioned components, equipment, and systems
- B. **Red-lined Drawings:**
 - 1. The contractor will verify all equipment, systems, instrumentation, wiring and components are shown correctly on red-lined drawings.
 - 2. Preliminary red-lined drawings must be made available to the Commissioning Team for use prior to the start of Functional Performance Testing.
 - 3. Changes, as a result of Functional Testing, must be incorporated into the final as-built drawings, which will be created from the red-lined drawings.
 - 4. The contracted party, as defined in the Contract Documents will create the as-built drawings.
- C. **Operation and Maintenance Data:**
 - 1. Contractor will provide a copy of O&M literature within 45 days of each submittal acceptance for use during the commissioning process for all commissioned equipment and systems.
 - 2. The CxA will review the O&M literature once for conformance to project requirements.
 - 3. The CxA will receive a copy of the final approved O&M literature once corrections have been made by the contractor.
- D. **Demonstration and Training:**



1. Contractor will provide demonstration and training as required by the specifications.
2. A complete training plan and schedule must be submitted by the contractor to the CxA four weeks (4) prior to any training.
3. A training agenda for each training session must be submitted to the CxA one (1) week prior the training session.
4. Engage a Factory-authorized service representative to train Owner's maintenance personnel to adjust, operate, and maintain specific equipment.
5. Train Owner's maintenance personnel on procedures and schedules for starting and stopping, trouble shooting, servicing, and maintaining equipment.
6. Review data in O&M Manuals.

3.2 CONTRACTOR'S RESPONSIBILITIES

- A. Perform commissioning tests at the direction of the CxA.
- B. Attend construction phase controls coordination meetings.
- C. Attend domestic water balancing review and coordination meetings.
- D. Participate in Plumbing systems, assemblies, equipment, and component maintenance orientation and inspection as directed by the CxA.
- E. Provide information requested by the CxA for final commissioning documentation.
- F. Include requirements for submittal data, operation and maintenance data, and training in each purchase order or sub-contract written.
- G. Prepare preliminary schedule for Plumbing system orientations and inspections, operation and maintenance manual submissions, training sessions, pipe and duct system testing, flushing and cleaning, equipment start-up, testing and balancing and task completion for owner. Distribute preliminary schedule to commissioning team members.
- H. Update schedule as required throughout the construction period.
- I. During the startup and initial checkout process, execute the related portions of the prefunctional checklists for all commissioned equipment.
- J. Assist the CxA in all verification and functional performance tests.



- K. Provide measuring instruments and logging devices to record test data, and provide data acquisition equipment to record data for the complete range of testing for the required test period.
- L. Gather operation and maintenance literature on all equipment, and assemble in binders as required by the specifications. Submit to CxA (45) days after submittal acceptance.
- M. Coordinate with the CxA to provide (48) hour advance notice so that the witnessing of equipment and system start-up and testing can begin.
- N. Notify the CxA a minimum of (2) weeks in advance of the time for start of the balancing work. Attend the initial balancing meeting for review of the balancing procedures.
- O. Participate in, and schedule vendors and contractors to participate in the training sessions.
- P. Provide written notification to the Commissioner/GCC and CxA that the following work has been completed in accordance with the contract documents, and that the equipment, systems, and sub-system are operating as required.
 - 1. Plumbing equipment including backflow preventers, domestic water heaters, pumps, plumbing fixtures, and all other equipment furnished under Division 22 and contract document.
 - 2. Gas piping, sanitary waste and vent piping, storm drainage piping, sump pumps and, sewage ejectors.
- Q. The equipment supplier shall document the performance of his equipment.
- R. Provide a complete set of red-lined drawings to the CxA prior to the start of Functional Performance Testing.
- S. Balance Contractor
 - 1. Attend initial commissioning coordination meeting scheduled by the CxA.
 - 2. Submit the site specific balancing plan to the CxA and Commissioner for review and acceptance.
 - 3. Attend the balancing review meeting scheduled by the CxA. Be prepared to discuss the procedures that shall be followed in balancing the Plumbing system.
 - 4. At the completion of the balancing work, and the submittal of the final balancing report, notify the Plumbing contractor and the Commissioner/GC.
 - 5. At the completion of balancing work, and the submittal of the final balancing report, notify the Plumbing Contractor and the Contractor/GC.



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6. Participate in verification of the balancing report, which will consist of repeating measurements contained in the balancing reports. Assist in diagnostic purposes when directed.
- T. Provide training of the Owner's operating staff using expert qualified personnel, as specified.
 - U. Equipment Suppliers
 1. Provide all requested submittal data, including detailed start-up procedures and specific responsibilities of the Owner, to keep warranties in force.
 2. Assist in equipment testing per agreements with contractors.
 3. Provide information requested by CxA regarding equipment sequence of operation and testing procedures.
 - V. Refer to Division 01 Section "General Commissioning Requirements" for additional contractor responsibilities.

3.3 OWNER'S RESPONSIBILITIES

- A. Refer to Division 01 Section "General Commissioning Requirements" for Owner's Responsibilities.

3.4 COMMISSIONER'S RESPONSIBILITIES

- A. Refer to Division 01 Section "General Commissioning Requirements" for Commissioner's responsibilities

3.5 CxA'S RESPONSIBILITIES

- A. Refer to Division 01 Section "General Commissioning Requirements" for CxA's Responsibilities.

3.6 TESTING PREPARATION

- A. Certify in writing to the CxA that Plumbing systems, subsystems, and equipment have been installed, calibrated, and started and are operating according to the Contract Documents.
- B. Certify in writing to the CxA that Plumbing instrumentation and control systems have been completed and calibrated, that they are operating according to the Contract Documents, and that pretest set points have been recorded.



- C. Certify in writing that balancing procedures have been completed and that testing, adjusting, and balancing reports have been submitted, discrepancies corrected, and corrective work approved.
- D. Set systems, subsystems, and equipment into operating mode to be tested (e.g., normal shutdown, normal auto position, normal manual position, unoccupied cycle, emergency power, and alarm conditions).
- E. Inspect and verify the position of each device and interlock identified on checklists.
- F. Check safety cutouts, alarms, and interlocks with smoke control and life-safety systems during each mode of operation.
- G. Testing Instrumentation: Install measuring instruments and logging devices to record test data as directed by the CxA.

3.7 DOMESTIC WATER BALANCING VERIFICATION

- A. Prior to performance of Domestic Water Balancing work, provide copies of reports, sample forms, checklists, and certificates to the CxA.
- B. Notify the CxA at least ten (10) days in advance of testing and balancing Work, and provide access for the CxA to witness balancing Work.
- C. Provide technicians, instrumentation, and tools to verify testing and balancing of Plumbing systems at the direction of the CxA.
 - 1. The CxA will notify testing and balancing subcontractor ten (10) days in advance of the date of field verification. Notice will not include data points to be verified.
 - 2. The balancing subcontractor shall use the same instruments (by model and serial number) that were used when original data were collected.
 - 3. Failure of an item includes a deviation of more than 10 percent. Failure of more than 10 percent of selected items shall result in rejection of final balancing report.
 - 4. Remedy the deficiency and notify the CxA so verification of failed portions can be performed.

3.8 GENERAL TESTING REQUIREMENTS

- A. Provide technicians, instrumentation, and tools to perform commissioning test at the direction of the CxA.

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- B. Scope of Plumbing testing shall include entire Plumbing installation. Testing shall include measuring capacities and effectiveness of operational and control functions.
- C. Test all operating modes, interlocks, control responses, and responses to abnormal or emergency conditions, and verify proper response of building automation system controllers and sensors.
- D. The CxA along with the Plumbing contractor, balancing subcontractor shall prepare detailed testing plans, procedures, and checklists for Plumbing systems, subsystems, and equipment.
- E. Tests will be performed using design conditions whenever possible.
- F. Simulated conditions may need to be imposed using an artificial load when it is not practical to test under design conditions. Before simulating conditions, calibrate testing instruments. Provide equipment to simulate loads. Set simulated conditions as directed by the CxA and document simulated conditions and methods of simulation. After tests, return settings to normal operating conditions.
- G. The CxA may direct that set points be altered when simulating conditions is not practical.
- H. The CxA may direct that sensor values be altered with a signal generator when design or simulating conditions and altering set points are not practical.
- I. If tests cannot be completed because of a deficiency outside the scope of the Plumbing system, document the deficiency and report it to the Owner. After deficiencies are resolved, reschedule tests.
- J. If the testing plan indicates specific seasonal testing, complete appropriate initial performance tests and documentation and schedule seasonal tests.

3.9 PLUMBING SYSTEMS, SUBSYSTEMS, AND EQUIPMENT TESTING PROCEDURES

- A. **Equipment Testing and Acceptance Procedures:** Testing requirements are specified in individual Division 22 sections. Provide submittals, test data, inspector record, and certifications to the CxA.
- B. **Plumbing Instrumentation and Control System Testing:** Field testing plans and testing requirements are specified in Division 22. Assist the CxA with preparation of testing plans.



- C. **Pipe system cleaning, flushing, hydrostatic tests, and chemical treatment:** Test requirements are specified in Division 22 piping Sections. Plumbing Contractor shall prepare a pipe system cleaning, flushing, and hydrostatic testing plan. Provide cleaning, flushing, testing, and treating plan and final reports to the CxA.
- D. **Plumbing Distribution System Testing:** Provide technicians, instrumentation, tools, and equipment to test performance of air, fuel gas, sanitary waste and vent piping, storm drainage piping, sprinkler and domestic water distribution systems.
- E. **Vibration and Sound Tests:** Provide technicians, instrumentation, tools, and equipment to test performance of vibration isolation and seismic controls.
- F. The work included in the commissioning process involves a complete and thorough evaluation of the operation and performance of all components, systems and sub-systems. The systems shall be evaluated shall include, but not limited to:
 - 1. Domestic Hot Water System
 - 2. Storage Tank Type Domestic Hot Water Heaters

3.10 DEFICIENCIES/NON-CONFORMANCE, COST OF RETESTING, FAILURE DUE TO MANUFACTURER DEFECT

- A. Refer to Division 01 Section "General Commissioning Requirements" for requirements pertaining to deficiencies/non-conformance, cost of retesting, or failure due to manufacturer defect.

3.11 APPROVAL

- A. Refer to Division 01 Section "General Commissioning Requirements" for approval procedures.

3.12 DEFERRED TESTING

- A. Refer to Division 01 Section "General Commissioning Requirements" for requirements pertaining to deferred testing.

3.13 OPERATION AND MAINTENANCE MANUALS

- A. The Operation and Maintenance Manuals shall conform to Contract Documents requirements as stated in Division 01.

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- B. Refer to Division 01 Section "General Commissioning Requirements" for the AE and CxA roles in the Operation and Maintenance Manual contribution, review and approval process.

3.14 TRAINING OF OWNER PERSONNEL

- A. Refer to Division 01 Section "General Commissioning Requirements" for requirements pertaining to training.
- B. The plumbing contractor shall have the following training responsibilities:
1. Provide the CxA with a training plan two weeks before the planned training.
 2. Provide designated Owner personnel with comprehensive orientation and training in the understanding of the systems and the operation and maintenance of each piece of Plumbing equipment.
 3. During any demonstration, should the system fail to perform in accordance with the requirements of the O&M manual or sequence of operations, the system will be repaired or adjusted as necessary and the demonstration repeated.
 4. The appropriate trade or manufacturer's representative shall provide the instructions on each major piece of equipment. This person may be the start-up technician for the piece of equipment, the installing contractor or manufacturer's representative. Practical building operating expertise as well as in-depth knowledge of all modes of operation of the specific piece of equipment is required. More than one party may be required to execute the training.
 5. The training sessions shall follow the outline in the Table of Contents of the operation and maintenance manual and illustrate whenever possible the use of the O&M manuals for reference.
 6. Hands-on training shall include start-up, operation in all modes possible, including manual, shut-down and any emergency procedures and preventative maintenance for all pieces of equipment.
 7. The plumbing contractor shall fully explain and demonstrate the operation, function and overrides of any local packaged controls.
 8. Training shall occur after functional testing is complete, unless otherwise noted..

***** END OF SECTION 22 08 00 *****



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SECTION 22 11 00 - FACILITY WATER DISTRIBUTION

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes:

1. Domestic water piping, above grade.
2. Unions and flanges.
3. Valves.
4. Pipe hangers and supports.
5. Pressure gages.
6. Pressure gage taps.
7. Thermometers.
8. Flow control valves.
9. Hose bibs.
10. Water hammer arrestors.
11. Trap primers

B. Related Sections:

1. Section 03 30 00 - Cast-In-Place Concrete: Execution requirements for placement of concrete housekeeping pads specified by this section.
2. Section 07 84 13 - Firestopping: Product requirements for firestopping for placement by this section.
3. Section 08 31 13 - Access Doors and Frames: Product requirements for access doors for placement by this section.
4. Section 09 91 00 - Painting and Coating: Product and execution requirements for painting specified by this section.
5. Section 22 05 03 - Pipes and Tubes for Plumbing Piping and Equipment: Product and installation requirements for piping materials applying to various system types.
6. Section 22 05 23 - General-Duty Valves for Plumbing Piping: Product requirements for valves for placement by this section.
7. Section 22 05 29 - Hangers and Supports for Plumbing Piping and Equipment: Product requirements for pipe hangers and supports and firestopping for placement by this section.
8. Section 22 07 00 - Plumbing Insulation: Product and execution requirements for pipe insulation.
9. Section 26 05 03 - Equipment Wiring Connections: Execution requirements for electric connections to equipment specified by this section.

1.2 REFERENCES

A. American National Standards Institute:



1. ANSI Z21.22 - Relief Valves for Hot Water Supply Systems.
- B. American Society of Mechanical Engineers:
1. ASME B16.18 - Cast Copper Alloy Solder Joint Pressure Fittings.
 2. ASME B16.22 - Wrought Copper and Copper Alloy Solder Joint Pressure Fittings.
 3. ASME B16.26 - Cast Copper Alloy Fittings for Flared Copper Tubes.
 4. ASME B31.9 - Building Services Piping.
 5. ASME B40.1 - Gauges - Pressure Indicating Dial Type - Elastic Element.
 6. ASME Section VIII - Boiler and Pressure Vessel Code - Pressure Vessels.
 7. ASME Section IX - Boiler and Pressure Vessel Code - Welding and Brazing Qualifications.
- C. American Society of Sanitary Engineering:
1. ASSE 1010 - Performance Requirements for Water Hammer Arresters.
 2. ASSE 1011 - Performance Requirements for Hose Connection Vacuum Breakers.
 3. ASSE 1012 - Performance Requirements for Backflow Preventer with Intermediate Atmospheric Vent.
 4. ASSE 1013 - Performance Requirements for Reduced Pressure Principle Backflow Preventers and Reduced Pressure Fire Protection Principle Backflow Preventers.
 5. ASSE 1019 - Performance Requirements for Vacuum Breaker Wall Hydrants, Freeze Resistant, Automatic Draining Type.
 6. ASSE 5013 - Performance Requirements for Reduced Pressure Principle Backflow Preventers (RP) and Reduced Pressure Fire Protection Principle Backflow Preventers (RFP).
 7. ASSE 5015 - Performance Requirements for Testing Double Check Backflow Prevention Assemblies (DC) and Double Check Fire Protection Backflow Prevention Assemblies (RPDF).
- D. ASTM International:
1. ASTM A53/A53M - Standard Specification for Pipe, Steel, Black and Hot-Dipped, Zinc-Coated, Welded and Seamless.
 2. ASTM A234/A234M - Standard Specification for Piping Fittings of Wrought Carbon Steel and Alloy Steel for Moderate and High Temperature Service.
 3. ASTM A395/A395M - Standard Specification for Ferritic Ductile Iron Pressure-Retaining Castings for Use at Elevated Temperatures.
 4. ASTM A536 - Standard Specification for Ductile Iron Castings.
 5. ASTM B32 - Standard Specification for Solder Metal.
 6. ASTM B42 - Standard Specification for Seamless Copper Pipe, Standard Sizes.
 7. ASTM B88 - Standard Specification for Seamless Copper Water Tube.



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8. ASTM B584 - Standard Specification for Copper Alloy Sand Castings for General Applications.
 9. ASTM E1 - Standard Specification for ASTM Thermometers.
 10. ASTM E77 - Standard Test Method for Inspection and Verification of Thermometers.
 11. ASTM F708 - Standard Practice for Design and Installation of Rigid Pipe Hangers.
- E. American Welding Society:
1. AWS A5.8 - Specification for Filler Metals for Brazing and Braze Welding.
- F. American Water Works Association:
1. AWWA C104 - American National Standard for Cement-Mortar Lining for Ductile-Iron Pipe and Fittings for Water.
 2. AWWA C105 - American National Standard for Polyethylene Encasement for Ductile-Iron Pipe Systems.
 3. AWWA C110 - American National Standard for Ductile-Iron and Grey-Iron Fittings, 3 in. through 48 in. (75 mm through 1200 mm), for Water and Other Liquids.
 4. AWWA C111 - American National Standard for Rubber-Gasket Joints for Ductile-Iron Pressure Pipe and Fittings.
 5. AWWA C151 - American National Standard for Ductile-Iron Pipe, Centrifugally Cast, for Water.
 6. AWWA C651 - Disinfecting Water Mains.
 7. AWWA C700 - Cold-Water Meters - Displacement Type, Bronze Main Case.
 8. AWWA C701 - Cold-Water Meters - Turbine Type, for Customer Service.
 9. AWWA C702 - Cold-Water Meters - Compound Type.
 10. AWWA C706 - Direct-Reading, Remote-Registration Systems for Cold-Water Meters.
 11. AWWA C900 - Polyvinyl Chloride (PVC) Pressure Pipe, 4 in. through 12 in., for Water Distribution.
 12. AWWA C901 - Polyethylene (PE) Pressure Pipe and Tubing, 1/2 in. through 3 in., for Water Service.
 13. AWWA C950 - Fiberglass Pressure Pipe.
 14. AWWA M6 - Water Meters - Selection, Installation, Testing, and Maintenance.
- G. Manufacturers Standardization Society of the Valve and Fittings Industry:
1. MSS SP 58 - Pipe Hangers and Supports - Materials, Design and Manufacturer.
 2. MSS SP 67 - Butterfly Valves.
 3. MSS SP 69 - Pipe Hangers and Supports - Selection and Application.
 4. MSS SP 70 - Cast Iron Gate Valves, Flanged and Threaded Ends.



5. MSS SP 71 - Cast Iron Swing Check Valves, Flanged and Threaded Ends.
 6. MSS SP 78 - Cast Iron Plug Valves, Flanged and Threaded Ends.
 7. MSS SP 80 - Bronze Gate, Globe, Angle and Check Valves.
 8. MSS SP 85 - Cast Iron Globe & Angle Valves, Flanged and Threaded.
 9. MSS SP 89 - Pipe Hangers and Supports - Fabrication and Installation Practices.
 10. MSS SP 110 - Ball Valves Threaded, Socket-Welding, Solder Joint, Grooved and Flared Ends.
- H. National Electrical Manufacturers Association:
1. NEMA 250 - Enclosures for Electrical Equipment (1000 Volts Maximum).
- I. Plumbing and Drainage Institute:
1. PDI WH201 - Water Hammer Arrester Standard.
- J. Underwriters Laboratories Inc.:
1. UL 393 - Indicating Pressure Gauges for Fire-Protection Service.
 2. UL 404 - Gauges, Indicating Pressure, for Compressed Gas Service.

1.3 SUBMITTALS

- A. See DDC General Conditions.
- B. Product Data:
1. Piping: Submit data on pipe materials, fittings, and accessories. Submit manufacturer's catalog information.
 2. Valves: Submit manufacturers catalog information with valve data and ratings for each service.
 3. Hangers and Supports: Submit manufacturers catalog information including load capacity.
 4. Domestic Water Specialties: Submit manufacturers catalog information, component sizes, rough-in requirements, service sizes, and finishes.
 5. Pumps: Submit pump type, capacity, certified pump curves showing pump performance characteristics with pump and system operating point plotted. Include NPSH curve when applicable. Include electrical characteristics and connection requirements.
- C. Manufacturer's Installation Instructions: Submit installation instructions for pumps, valves and accessories.
- D. Manufacturer's Certificate: Certify products meet or exceed specified requirements.

1.4 CLOSEOUT SUBMITTALS

- A. See DDC General Conditions.
- B. Project Record Documents: Record actual locations of valves and equipment.



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- C. Operation and Maintenance Data: Submit spare parts list, exploded assembly views and recommended maintenance intervals.

1.5 QUALITY ASSURANCE

- A. Perform Work in accordance with State of New York Plumbing Codes and standards.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. See DDC General Conditions.
- B. Accept valves and equipment on site in shipping containers with labeling in place. Inspect for damage.
- C. Provide temporary protective coating on cast iron and steel valves.
- D. Provide temporary end caps and closures on piping and fittings. Maintain in place until installation.
- E. Protect piping systems from entry of foreign materials by temporary covers, completing sections of the Work, and isolating parts of completed system.

1.7 FIELD MEASUREMENTS

- A. Verify field measurements prior to fabrication.

1.8 WARRANTY

- A. See DDC General Conditions.
- B. Furnish five year manufacturer warranty for domestic water piping.

1.9 EXTRA MATERIALS

- A. See DDC General Conditions
- B. Furnish two packing kits for each size valve, two loose keys for outside hose bibs and two pump seals for each pump model.

PART 2 PRODUCTS

2.1 DOMESTIC WATER PIPING, ABOVE GRADE

- A. Copper Tubing: ASTM B88, Type L hard drawn.
 - 1. Fittings: ASME B16.18, cast copper alloy or ASME B16.22, wrought copper and bronze.



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2. Joints: Solder, lead free, ASTM B32, 95-5 tin-antimony, or tin and silver, with melting range 430 to 535 degrees F.

2.2 UNIONS AND FLANGES

- A. Unions for Pipe 2 inches and Smaller:
 1. Ferrous Piping: Class 150, malleable iron, threaded.
 2. Copper Piping: Class 150, bronze unions with soldered or brazed joints.
 3. Dielectric Connections: Union with galvanized or plated steel threaded end, copper solder end, water impervious isolation barrier.
 4. PVC Piping: PVC.
 5. CPVC Piping: CPVC.
- B. Flanges for Pipe 2-1/2 inches and Larger:
 1. Ferrous Piping: Class 150, forged steel, slip-on flanges.
 2. Copper Piping: Class 150, slip-on bronze flanges.
 3. PVC Piping: PVC flanges.
 4. CPVC Piping: CPVC flanges.
 5. Gaskets: 1/16 inch thick preformed neoprene gaskets.

2.3 GATE VALVES

- A. 2 inches and Smaller: MSS SP 80, Class 150, bronze body, bronze trim, union bonnet, rising stem, hand-wheel, inside screw with back-seating stem, solid wedge disc, alloy seat rings, solder ends.

2.4 GLOBE VALVES

- A. 2 inches and Smaller: MSS SP 80, Class 150, bronze body, bronze trim, union bonnet, hand wheel, Buna-N composition disc, solder ends.

2.5 BALL VALVES

- A. 2 inches and Smaller: MSS SP 110, 600 psi WOG, two piece bronze body, chrome plated brass ball, full port, teflon seats, blow-out proof stem, solder ends with union, lever handle.

2.6 PLUG VALVES

- A. 2 inches and Smaller: MSS SP 78, Class 300, steel construction, round port, full pipe area, pressure lubricated, teflon packing, threaded ends. Furnish one plug valve wrench for every ten plug-valves with minimum of one wrench.

2.7 CHECK VALVES

- A. Horizontal Swing Check Valves:



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1. 2 inches and Smaller: MSS SP 80, Class 150, bronze body and cap, bronze seat, Buna-N disc, solder ends.
 2. 2-1/2 inches and Larger: MSS SP 71, Class 125, cast iron body, bolted cap, bronze or cast iron disc, renewable disc seal and seat, flanged ends.
- B. Spring Loaded Check Valves:
1. 2 inches and Smaller: MSS SP 80, Class 250, bronze body, in-line spring lift check, silent closing, Buna-N disc, integral seat, solder ends.
 2. 2-1/2 inches and Larger: MSS SP 71, Class 125, globe style, cast iron body, bronze seat, and center guided bronze disc, stainless steel spring and screws, flanged ends.

2.8 PIPE HANGERS AND SUPPORTS

- A. Hangers for Pipe Sizes 1/2 to 1-1/2 inch: Malleable iron, adjustable swivel, split ring.
- B. Hangers for Cold Pipe Sizes 2 inches and Larger: Carbon steel, adjustable, clevis.
- C. Hangers for Hot Pipe, Sizes 2 to 4 inches: Carbon steel, adjustable, clevis.
- D. Multiple or Trapeze Hangers: Steel channels with welded supports or spacers and hanger rods.
- E. Wall Support for Pipe Sizes 3 inches and Smaller: Cast iron hooks.
- F. Wall Support for Pipe Sizes 4 inches and Larger: Welded steel bracket and wrought steel clamps.
- G. Vertical Support: Steel riser clamp.
- H. Floor Support for Cold Pipe: Cast iron adjustable pipe saddle, lock nut, nipple, floor flange, and concrete pier or steel support.
- I. Floor Support for Hot Pipe Sizes 4 inches and Smaller: Cast iron adjustable pipe saddle, lock nut, nipple, floor flange, and concrete pier or steel support.
- J. Floor Support for Hot Pipe Sizes 6 inches and Larger: Adjustable cast iron pipe roll and stand, steel screws, and concrete pier or steel support.
- K. Copper Pipe Support: Carbon steel ring, adjustable, copper plate.

2.9 PRESSURE GAGES

- A. Gage: ASME B40.1, UL 393 with bourdon tube, rotary brass movement, brass socket, front calibration adjustment, black scale on white background.
 1. Case: Steel.
 2. Bourdon Tube: Brass.



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3. Dial Size: 4-1/2 inch diameter.
4. Mid-Scale Accuracy: One percent.
5. Scale: Psi.

2.10 PRESSURE GAGE TAPS

- A. Needle Valve: Stainless Steel, 1/4 inch NPT for minimum 300 psi.
- B. Ball Valve: Brass, 1/8 inch NPT for 250 psi.
- C. Pulsation Damper: Pressure snubber, brass with 1/4 inch NPT connections.

2.11 STEM TYPE THERMOMETERS

- A. Thermometer: ASTM E1, red appearing mercury, lens front tube, cast aluminum case with enamel finish.
 1. Size: 7-inch scale.
 2. Window: Clear Lexan.
 3. Stem: Brass, 3/4 inch NPT, 3-1/2 inch long.
 4. Accuracy: 2 percent.
 5. Calibration: Degrees F.

2.12 HOSE BIBS

- A. Interior: Bronze or brass with integral mounting flange, replaceable hexagonal disc, hose thread spout, chrome plated where exposed with lock shield and removable key, integral vacuum breaker in conformance with ASSE 1011.
- B. Interior Mixing: Bronze or brass, wall mounted, double service faucet with hose thread spout, integral stops, chrome plated where exposed with hand wheels, and vacuum breaker in conformance with ASSE 1011.

2.13 WATER HAMMER ARRESTORS

- A. ASSE 1010; stainless steel construction, bellows type sized in accordance with PDI WH-201.
- B. Pre-charged suitable for operation in temperature range 34 to 250 degrees F and maximum 250 psi working pressure.

2.14 TRAP PRIMER

- A. Automatic 1/2" trap primer systems for all interior floor drains.
- B. Acceptable Manufacturers
 - 1 J. R. smith Series 2699
 - 2 Josam #88250
 - 3 Zurn #Z-1022
 - 4 PP1



- C. Trap primers connected to sink or lavatory wastes not permitted.

PART 1 EXECUTION

3.1 EXAMINATION

- A. See DDC General Conditions.
- B. Verify excavations are to required grade, dry, and not over-excavated.

3.2 PREPARATION

- A. Ream pipe and tube ends. Remove burrs. Bevel plain end ferrous pipe.
- B. Remove scale and dirt, on inside and outside, before assembly.

3.3 INSTALLATION - THERMOMETERS AND GAGES

- A. Install one pressure gage for each pump, locate taps before strainers and on suction and discharge of pump; pipe to gage.
- B. Install gage taps in piping.
- C. Install pressure gages with pulsation dampers. Provide needle valve or ball valve to isolate each gage.
- D. Install thermometers in piping systems in sockets in short couplings. Enlarge pipes smaller than 2-1/2 inches for installation of thermometer sockets. Allow clearance from insulation.
- E. Provide instruments with scale ranges selected according to service with largest appropriate scale.
- F. Install gages and thermometers in locations where they are easily read from normal operating level. Install vertical to 45 degrees off vertical.
- G. Adjust gages and thermometers to final angle, clean windows and lenses, and calibrate to zero.

3.4 INSTALLATION - HANGERS AND SUPPORTS

- A. Inserts:
 - 1. Provide inserts for placement in concrete forms.
 - 2. Provide inserts for suspending hangers from reinforced concrete slabs and sides of reinforced concrete beams.
 - 3. Provide hooked rod to concrete reinforcement section for inserts carrying pipe 4 inches and larger.



4. Where concrete slabs form finished ceiling, locate inserts flush with slab surface.

B. Pipe Hangers and Supports:

1. Install in accordance with ASME B31.9.
2. Support horizontal piping as schedule.
3. Install hangers to provide minimum 1/2 inch space between finished covering and adjacent work.
4. Place hangers within 12 inches of each horizontal elbow.
5. Use hangers with 1-1/2 inch minimum vertical adjustment. Design hangers for pipe movement without disengagement of supported pipe.
6. Support vertical piping at every floor. Support riser piping independently of connected horizontal piping.
7. Where piping is installed in parallel and at same elevation, provide multiple pipe or trapeze hangers.
8. Provide copper plated hangers and supports for copper piping.

- C. Install hangers and supports in accordance with Section 22 05 29.

3.5 INSTALLATION - BURIED PIPING SYSTEMS

- A. Verify connection to existing piping system size, location, and invert are as indicated on Drawings.
- B. Establish elevations of buried piping with not less than 3 ft. of cover.
- C. Remove scale and dirt on inside of piping before assembly.
- D. Place bedding material at trench bottom to provide uniform bedding for piping, level bedding materials in one continuous layer not exceeding 4 inches compacted depth; compact to 95 percent maximum density.
- E. Install pipe on prepared bedding.
- F. Route pipe in straight line.
- G. Install pipe to allow for expansion and contraction without stressing pipe or joints.

3.6 INSTALLATION - ABOVE GROUND PIPING

- A. Install non-conducting dielectric connections wherever jointing dissimilar metals.
- B. Route piping in orderly manner and maintain gradient. Route parallel and perpendicular to walls.
- C. Install piping to maintain headroom without interfering with use of space or taking more space than necessary.



- D. Group piping whenever practical at common elevations.
- E. Slope piping and arrange systems to drain at low points.
- F. Provide clearance in hangers and from structure and other equipment for installation of insulation and access to valves and fittings.
- G. Provide access where valves and fittings are not accessible.
- H. Where pipe support members are welded to structural building framing, scrape, brush clean, and apply one coat of zinc rich primer to welding.
- I. Provide support for utility meters in accordance with requirements of utility companies.
- J. Prepare exposed, unfinished pipe, fittings, supports, and accessories ready for finish painting. Refer to Section 09 91 00.
- K. Install domestic water piping in accordance with ASME B31.9.
- L. Sleeve pipes passing through partitions, walls and floors.
- M. Install firestopping at fire rated construction perimeters and openings containing penetrating sleeves and piping.
- N. Install unions downstream of valves and at equipment or apparatus connections.
- O. Install valves with stems upright or horizontal, not inverted.
- P. Install brass male adapters each side of valves in copper piped system. Solder adapters to pipe.
- Q. Install gate or ball valves for shut-off and to isolate equipment, part of systems, or vertical risers.
- R. Install globe valves for throttling, bypass, or manual flow control services.
- S. Provide spring loaded check valves on discharge of water pumps.
- T. Install water hammer arrestors complete with accessible isolation valve on hot and cold water supply piping to lavatories, sinks and washing machine outlets.
- U. Install air chambers on hot and cold water supply piping to each fixture or group of fixtures (each washroom). Fabricate same size as supply pipe or 3/4 inch minimum, and minimum 18 inches long.

3.7 FIELD QUALITY CONTROL

- A. Test domestic water piping system in accordance with applicable codes and authority having jurisdiction



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3.8 CLEANING

- A. Prior to starting work, verify system is complete, flushed and clean.
- B. Verify pH of water to be treated is between 7.4 and 7.6 by adding alkali (caustic soda or soda ash) or acid (hydrochloric).
- C. Inject disinfectant, free chlorine in liquid, powder and tablet or gas form, throughout system to obtain residual from 50 to 80 mg/L.
- D. Bleed water from outlets to obtain distribution and test for disinfectant residual at minimum 15 percent of outlets.
- E. Maintain disinfectant in system for 24 hours.
- F. When final disinfectant residual tests less than 25 mg/L, repeat treatment.
- G. Flush disinfectant from system until residual concentration is equal to incoming water or 1.0 mg/L.
- H. Take samples no sooner than 24 hours after flushing, from 10 percent of outlets and from water entry, and analyze in accordance with AWWA C651.
- I. Pipe Hanger Spacing:

PIPE MATERIAL	MAXIMUM HANGER SPACING Feet	HANGER ROD DIAMETER Inches
Copper Tube, 1-1/4 inches and smaller	6	1/2
Copper Tube, 1-1/2 inches and larger	10	1/2
Steel, 3 inches and smaller	12	1/2
Steel, 4 inches and larger	12	5/8

END OF SECTION 22 11 00



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SECTION 22 14 29 – SUMP PUMP

PART 1 GENERAL

1.1 SUBMITTALS

- A. See DDC General Conditions
- B. Shop Drawings: Indicate layout of piping systems, including equipment, critical dimensions, and sizes. Submit shop drawings sealed by registered professional engineer.
- C. Product Data: Submit data on pipe materials and fittings. Submit manufacturers catalog information.
- D. Engineering Data: Indicate pipe sizes. Indicate pipe sizing methods. Indicate calculations used. Sealed by registered professional engineer.

1.2 QUALITY ASSURANCE

- A. Perform Work in accordance with ASME B31.9 code for installation of piping systems and ASME Section IX for welding materials and procedures.
- B. Perform Work in accordance with NY and NYC standard.
- C. Maintain one copy of each document on site.

1.3 QUALIFICATIONS

- A. Installer: Company specializing in performing work of this section with minimum 3 years documented experience.

1.4 PRE-INSTALLATION MEETINGS

- A. See DDC General Conditions
- B. Convene minimum one week prior to commencing work of this section.

1.5 DELIVERY, STORAGE, AND HANDLING



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- A. See DDC General Conditions
- B. Furnish temporary end caps and closures on piping and fittings. Maintain in place until installation.
- C. Protect piping from entry of foreign materials by temporary covers, completing sections of the Work, and isolating parts of completed system.

1.6 ENVIRONMENTAL REQUIREMENTS

- A. See DDC General Conditions
- B. Do not install underground piping when bedding is wet or frozen.

1.7 FIELD MEASUREMENTS

- A. Verify field measurements prior to fabrication.

1.8 COORDINATION

- A. See DDC General Conditions
- B. Coordinate installation of buried piping with trenching.

PART 2 PRODUCTS

2.1 SUMP PUMP

- A. Submersible pump and motor. Driver shall be electric motor. Support shall be rigid type. Provide perforated, suction strainer. System includes one pump with alternator as required by: Contract Documents and shall be capable of continuous duty cycle.
 - 1. Pump housings may be cast iron, bronze, aluminum, plastic or stainless steel. Cast iron and aluminum housings for submersible pumps shall be epoxy coated.
 - 2. Impeller: Brass, bronze or cast iron.
 - 3. Shaft: Stainless steel or other approved corrosion-resisting metal.
 - 4. Bearings: As required to hold shaft alignment, anti-friction type for thrust permanently lubricated.
 - 5. Motor: Maximum 40 degrees C (104 degrees F) ambient temperature rise above the maximum fluid temperature being pumped, completely enclosed, voltage and phase as shown in schedule on Electrical drawings conforming



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to NEMA 250. Size the motor capacity to operate pump without overloading the motor at any point on the pump curve.

- B. Starting Switch: Manually-operated, tumbler type.
- C. Automatic Control and Level Alarm: Furnish a control panel in a Nema 1 enclosure for indoors or in a Nema 4X enclosure for outdoors. The controls shall be suitable for operation with the electrical characteristics listed on the Electrical drawings. The control panel shall have a level control system with switches to start and stop pumps automatically, and to activate a high water alarm. The level control system will include sensors in the sump that detect the level of the liquid. The sensors may be float type switches, ultrasonic level sensors, transducers, or other appropriate equipment. The high water alarm shall have a red beacon light at the control panel and a buzzer, horn, or bell. The alarm shall have a silencing switch. Provide auxiliary contacts for remote alarming to the Energy Control Center and BAC net compatible open-protocol type interface to DDC Controls System.
 - 1. The circuitry of the control panel shall include:
 - a. power switch to turn on/off the automatic control mechanism
 - b. HOA switches to manually override automatic control mechanism
 - c. run lights to indicate when pumps are powered up
 - d. level status lights to indicate when water in sump has reached the predetermined on/off and alarm levels
 - e. magnetic motor contactors
 - f. disconnect/breaker for pump
 - g. automatic motor overload protection
 - 2. Sensors that detect the level of water in the sump shall be so arranged as to allow the accumulation of enough volume of liquid below the normal on level that the pump will run for a minimum cycle time as recommended by the pump manufacturer. Sensors shall be located to activate the alarm adequately before the water level rises to the inlet pipe.
 - 3. Provide two separate power supplies to the control panel, one for the control/alarm circuitry and one for power to the pump motors. Each power supply is to be fed from its own breaker so that if a pump overload trips a breaker, the alarm system will still function. Each power supply is to be wired in its own conduit.
 - 4. Wiring from the sump to the control panel shall have separate conduits for



the pump power and for the sensor switches. All conduits are to be sealed at the basin and at the control panel to prevent the intrusion of moisture and of flammable and/or corrosive gases.

- D. Sump: Furnish cast iron or fiberglass basin with gas tight covers. Cover shall have 280 mm by 380 mm (11-inch by 15-inch) manhole with bolted cover, vent connection, openings for pumps and controls. Sump shall be sized to allow an adequate volume of water to accumulate for a minimum one minute cycle of pump operation.
- E. Provide a check and ball valve in the discharge of each pump.
- F. Removal/Disconnect System: In a system utilizing a submersible pump, where sump depth, pump size, or other conditions make removal of the pump unusually difficult or unsafe, a removal/disconnect system shall be provided. The system will consist of a discharge fitting mounted on vertical guide rails attached to the sump. The pump shall be fitted with an adapter fitting that easily connects to/disconnects from the discharge fitting as the pump is raised from or lowered into the sump. The discharge piping will connect to the discharge fitting so that it is not necessary to disconnect any piping in order to remove the pump. Where the sump depth is greater than five feet or other conditions exist to make the removal of the pump difficult or hazardous, the system shall include a rail guided quick disconnect apparatus to allow the pump to be pulled up out of the sump without workers entering the sump and without disconnecting the piping.

PART 3 EXECUTION

3.1 STARTUP AND TESTING

- A. Make tests as recommended by product manufacturer and listed standards and under actual or simulated operating conditions and prove full compliance with design and specified requirements. Tests of the various items of equipment shall be performed simultaneously with the system of which each item is an integral part.
- B. The tests shall include system capacity and all control and alarm functions.
- C. When any defects are detected, correct defects and repeat test.
- D. The commissioning Agent will observe startup and contractor testing of selected equipment. Coordinate the startup and contractor testing schedules with the Commissioner and Commissioning Agent. Provide a minimum of 7 days prior to notice.

3.2 COMMISSIONING

- A. Provide commissioning documentation accordance with the requirements of



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commissioning of plumbing systems for all inspection, startup, and contractor testing required above and required by the System Readiness Checklist provided by the Commissioning Agent.

- B. Components provided under this section of the specification will be tested as part of a larger system. Refer to Section, commissioning of plumbing systems and related sections for contractor responsibilities for system commissioning.

3.3 DEMONSTRATION AND TRAINING

- A. Provide services of manufacturer's technical representative for four hours to instruct City of NY Personnel in operation and maintenance of units.
- B. submit training plans and instructor qualifications in accordance with the requirements of commissioning of plumbing systems.

3.4 FIELD QUALITY CONTROL

- A. DDC General Conditions - Quality Requirements and Execution /Closeout Requirements: Field inspecting, testing, adjusting, and balancing.
- B. Test domestic water piping system in accordance with applicable code.
- C. Test sanitary waste and vent piping system in accordance with applicable code.

3.5 CLEANING

- A. DDC General Conditions - Execution and Closeout Requirements: Requirements for cleaning.
- B. Clean and disinfect domestic water distribution system in accordance with Section PC 610 of NYC Plumbing Code.

END OF SECTION



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SECTION 22 34 00 - FUEL-FIRED DOMESTIC WATER HEATERS

PART 1 GENERAL

1.01 SUMMARY

A. Section Includes:

1. Commercial gas-fired water heaters.
2. Domestic hot water storage tanks.

B. Related Sections:

1. Section 03 30 00 - Cast-In-Place Concrete: Execution requirements for concrete housekeeping pads specified by this section.
2. Section 22 07 00 - Plumbing Insulation: Field applied insulation for domestic water heaters.
3. Section: 22 11 00 - Facility Water Distribution: Supply connections to domestic water heaters.
4. Section 23 51 00 - Breechings, Chimneys, and Stacks: Execution requirements for breeching, chimney, and stack connections to water heaters specified in this section.
5. Section 26 05 03 - Equipment Wiring Connections: Execution requirements for electric connections specified by this section.

1.02 REFERENCES

A. American National Standards Institute:

1. ANSI Z21.10.1 - Gas Water Heaters Vol. I Storage Water Heaters with Input Ratings of 75,000 Btu per Hour or Less.
2. ANSI Z21.10.3 - Gas Water Heaters - Vol. III Storage, with Input Ratings Above 75,000 Btu per Hour, Circulating and Instantaneous Water Heaters.

B. American Society of Heating, Refrigerating and Air-Conditioning Engineers:

1. ASHRAE 90.1 - Energy Standard for Buildings Except Low-Rise Residential Buildings.

C. American Society of Mechanical Engineers:

1. ASME PTC 25 - Pressure Relief Devices.
2. ASME Section VIII - Boiler and Pressure Vessel Code - Pressure Vessels.

D. National Fire Protection Association:

1. NFPA 31 - Standard for the Installation of Oil-Burning Equipment.
2. NFPA 54 - National Fuel Gas Code.
3. NFPA 58 - Liquefied Petroleum Gas Code.



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- E. United States Department of Energy:
 - 1. DOE 10 CFR - Uniform Test Method for Measuring the Energy Consumption of Furnaces.

1.03 SUBMITTALS

- A. See DDC General Conditions
- B. Shop Drawings: Indicate heat exchanger dimensions, size of taps, and performance data. Indicate dimensions of tanks, tank lining methods, anchors, attachments, lifting points, taps, and drains.
- C. Product Data:
 - 1. Water Heaters: Submit dimensioned drawings of water heaters indicating components and connections to other equipment and piping. Indicate pump type, capacity and power requirements. Submit electrical characteristics and connection locations.
 - 2. Pumps: Submit certified pump curves showing pump performance characteristics with pump and system operating point plotted. Include NPSH curve when applicable.
- D. Manufacturer's Installation Instructions: Submit mounting and support requirements.
- E. Manufacturer's Certificate: Certify products meet or exceed specified requirements.

1.04 CLOSEOUT SUBMITTALS

- A. See DDC General Conditions
- B. Operation and Maintenance Data: Submit replacement part numbers and availability.

1.05 QUALITY ASSURANCE

- A. Conform to ASME Section VIII for construction of water heaters. Provide boilers registered with National Board of Boiler and Pressure Vessel Inspectors.
- B. Water Heater Performance Requirements: Equipment efficiency not less than prescribed by ASHRAE 90.1 when tested in accordance with ANSI Z21.10.3.
- C. Perform Work in accordance with City of New York standards.
- D. Maintain one copy of each document on site.

1.06 QUALIFICATIONS

- A. Manufacturer: Company specializing in manufacturing products specified in this section with minimum three years experience.



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- B. Installer: Company specializing in performing Work of this section with minimum three years experience.

1.07 PRE-INSTALLATION MEETINGS

- A. See DDC General Conditions.
- B. Convene minimum one week prior to commencing work of this section.

1.08 DELIVERY, STORAGE, AND HANDLING

- A. See DDC General Conditions.
- B. Accept water heaters on site in original labeled cartons. Inspect for damage.
- C. Protect tanks with temporary inlet and outlet caps. Maintain caps in place until installation.

1.09 FIELD MEASUREMENTS

- A. Verify field measurements prior to fabrication.

1.10 WARRANTY

- A. See DDC General Conditions
- B. Furnish five year manufacturer warranty for domestic water heaters packaged water heating systems.

1.11 EXTRA MATERIALS

- A. See DDC General Conditions.
- B. Furnish two pump seals.

PART 2 PRODUCTS

2.01 COMMERCIAL GAS FIRED WATER HEATERS

- A. Manufactures
 1. A.O. Smith
 2. Laars
 3. Rheem
 4. Approved Equal
- B. Furnish materials in accordance with City of New York standards.



- C. Type: Automatic, natural gas-fired, vertical storage.
- D. Tank: Glass lined welded steel; multiple flue passages, 4 inch diameter inspection port, thermally insulated with minimum 2 inches glass fiber, encased in corrosion-resistant steel jacket; baked-on enamel finish; floor shield and legs.
- E. Accessories: Brass water connections and dip tube drain valve, magnesium anode, and ASME rated temperature and pressure relief valve.
- F. Approval: By ETL as automatic storage water heater and automatic circulating tank water heater.
- G. Controls: Automatic water thermostat with adjustable temperature range from 120 to 180 degrees F Automatic reset high temperature limiting thermostat factory set at 195 degrees F, gas pressure regulator, multi-ribbon or tubular burner, 100 percent safety shut-off pilot and thermocouple, flue baffle and draft hood.

2.02 DOMESTIC HOT WATER STORAGE TANKS

- A. Manufactures
 - 1. A.O. Smith
 - 2. Laars
 - 3. Rheem
 - 4. Approved Equal
- B. Furnish materials in accordance with City of New York standards.
- C. Tank: Welded steel, ASME labeled for working pressure of 125 psig, steel support saddles, taps for accessories, threaded connections of stainless steel, access manhole.
- D. Lining:
 - 1. Corrosion-resistant concrete approximately 3/4 inch thick.
- E. Openings: Up to 3 inches, copper-silicone threaded; over 4 inches, flanged.
- F. Accessories: Tank drain, water inlet and outlet, thermometer range of 40 to 200 degrees F, ASME pressure relief valve suitable for maximum working pressure.
- G. Vertical storage tank:
 - 1. Overall Length: inches.
 - 2. Diameter: inches diameter.
 - 3. Nominal capacity: gal.
 - 4. Support: Two welded tank saddles not less than 4 inches wide by 1/4 inch thick, mounted on 2 inch pipe stand with minimum four cross



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braced legs; sheet teflon isolation strip between tank and saddle;
dielectric unions between tank and piping system.

- H. Insulation: Factory furnished 3 inch glass fiber insulation with steel jacket.
- I. Insulation: Refer to Section 22 07 00.

PART 3 EXECUTION

3.01 INSTALLATION

- A. Maintain manufacturer's recommended clearances around and over water heaters.
- B. Install water heater on concrete housekeeping pad, minimum 3-1/2 inches high and 6 inches larger than water heater base on each side. Refer to Section 03 30 00.
- C. Connect natural gas piping in accordance with NFPA 54.
- D. Install the following piping accessories. Refer to Section 22 11 00.
 - 1. On supply:
 - a. Thermometer well and thermometer.
 - b. Strainer.
 - c. Pressure gage.
 - d. Shutoff valve.
 - 2. On return:
 - a. Thermometer well and thermometer.
 - b. Pressure gage.
 - c. Shutoff valve.
- E. Install the following piping accessories on natural gas piping connections.
 - 1. Strainer.
 - 2. Pressure gage.
 - 3. Shutoff valve.
 - 4. Pressure reducing valve.
- F. Install discharge piping from relief valves and drain valves to nearest floor drain.
- G. Install circulator and diaphragm expansion tank on water heater.
- H. Install water heater trim and accessories furnished loose for field mounting.
- I. Install electrical devices furnished loose for field mounting.
- J. Install control wiring between water heater control panel and field mounted control devices.
- K. Connect flue to water heater outlet, full size of outlet. Refer to Section 23 51 00.
- L. Domestic Hot Water Storage Tanks:



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1. Provide steel pipe support, independent of building structural framing members.
 2. Clean and flush after installation. Seal until pipe connections are made.
- M. Install Work in accordance with City of New York standards.

3.02 SCHEDULES

A. Water Heaters:

Drawing Code:	WH-1
Manufacturer Basis of Design	A.O.SMITH
Model	GPVL-50
Input	40,000 btu/hr
Recovery	45 gal/hr
Recovery Temperature Rise	100
Storage Capacity	50
Volt/phase	208/1
Basis of Design	1.8 Gallon/person

PART 4 CIRCULATING PUMP

- A. Use for hot water systems. Pump for hot water system shall be designed for 110 degrees C (230 degrees F) water service. Centrifugal, single stage, constructed to prevent contact of water with metal other than nonferrous. Driver shall be electric motor, close coupled or connected by flexible coupling or connected by magnetic coupling.
- B. In-line mounted.
- C. Casings: Epoxy coated cast iron.
- D. Impeller: Stainless steel, cast brass, bronze, or composite.
- E. Motors: Maximum 40 degrees C (104 degrees F) ambient temperature rise, permanent split capacitor, for operation with current of voltage, phase and cycle shown in schedule on the drawings. Motors shall be equipped with thermal overload protection.
- F. Pump shall operate with a seven day programmable timer. In the inlet and outlet piping of the pump shutoff valves shall be installed to permit service to the pump without draining the system.



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G. A check valve shall be installed nearby in the piping upstream of the circulating pump.

END OF
SECTION



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SECTION 22 40 00 - PLUMBING FIXTURES

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes:

1. Water closets.
2. Lavatories.
3. Sinks.
4. Drinking fountains.
5. Urinals
6. Showers

B. Related Sections:

1. Section 07 92 00 - Joint Sealant: Product requirements for calking between fixtures and building components for placement by this section.
2. Section 22 11 00 - Facility Water Distribution: Supply connections to plumbing fixtures.
3. Section 26 05 03 - Equipment Wiring Connections: Execution requirements for electric connections to sensor valves and faucets specified by this section.

1.2 REFERENCES

A. American National Standards Institute:

1. ANSI A117.1 - Accessible and Usable Buildings and Facilities.
2. ANSI Z124.2 - Plastic Shower Units.

B. Air-Conditioning and Refrigeration Institute:

1. ARI 1010 - Self-Contained, Mechanically Refrigerated Drinking-Water Coolers.

C. American Society of Mechanical Engineers:

1. ASME A112.6.1 - Floor-Affixed Supports for Off-the-Floor Plumbing Fixtures for Public Use.
2. ASME A112.18.1 - Plumbing Fixture Fittings.
3. ASME A112.19.1M - Enameled Cast Iron Plumbing Fixtures.
4. ASME A112.19.2M - Vitreous China Plumbing Fixtures.
5. ASME A112.19.3 - Stainless Steel Plumbing Fixtures
6. ASME A112.19.4 - Porcelain Enameled Formed Steel Plumbing Fixtures.
7. ASME A112.19.5 - Trim for Water-Closet Bowls, Tanks and Urinals.



1.3 SUBMITTALS

- A. See DDC General Conditions
- B. Product Data: Submit catalog illustrations of fixtures, sizes, utility sizes, trim, finishes.
- C. Samples: Submit 1 lavatory supply fittings.
- D. Manufacturer's Installation Instructions: Submit installation methods and procedures.
- E. Manufacturer's Certificate: Certify products meet or exceed specified requirements.

1.4 CLOSEOUT SUBMITTALS

- A. See DDC General Conditions
- B. Operation and Maintenance Data: Submit fixture, trim, exploded view and replacement parts lists.

1.5 QUALITY ASSURANCE

- A. Perform Work in accordance with NY and NYC standard.
- B. Provide products requiring electrical connections listed and classified by Underwriters Laboratories Inc., testing firm acceptable to authority having jurisdiction as suitable for purpose specified and indicated.
- C. Maintain one copy of each document on site.

1.6 QUALIFICATIONS

- A. Manufacturer: Company specializing in manufacturing products specified in this section with minimum three years experience.
- B. Installer: Company specializing in performing Work of this section with minimum three years experience.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. See DDC General Conditions
- B. Inspect fixtures on site for damage, except those sealed in factory packaging.



- C. Protect installed fixtures from damage by securing areas and by leaving factory packaging in place to protect fixtures and prevent use.

1.8 WARRANTY

- A. See DDC General Conditions
- B. Furnish 5 year manufacturer warranty for plumbing fixtures.

1.9 EXTRA MATERIALS

- A. See DDC General Conditions
- B. Furnish two sets of faucet, washers, lavatory supply fittings, toilet seats.

PART 2 PRODUCTS

2.1 WATER CLOSETS

- A. Manufacturers:
 - 1. GEBERIT.
 - 2. American Standard Plumbing.
 - 3. Kohler Co.
 - 4. Approved Equal
- B. Furnish materials in accordance with NYC standards.
- C. Bowl: ASME A112.19.2M; wall hung, vitreous china, reverse trap, whirlpool action close-coupled closet combination with regular rim. Basis of Design: American Standard 3351.001 Aftwall Flowise Elongated Flushometer Toilet.
- D. Flush Valve: ANSI A112.18.1; Sensor-operated, Selectronic DC power integral American Standard Plumbing.
- E. Flush Rate: Pint unit, the flush rate shall be 1.28 gallons per flush or less.
- F. Seat: Solid white plastic, open front, extended back, self-sustaining hinge, brass bolts, with cover.
- G. Wall Mounted Carrier: ASME A112.6.1; adjustable cast iron frame, integral drain hub and vent, adjustable spud, lugs for floor and wall attachment, threaded fixture studs with nuts and washers. Basis of Design GeBerit – 111.335.00.5. DUOFIX carrier with UP320 concealed.



2.2 LAVATORIES

A. Manufacturers:

1. Villeroy and Boch.
2. TOTO Corp.
3. Kohler Co.
4. American Standard

B. Furnish materials in accordance with NY and NYC standards.

C. Stainless Steel Under-mount Bowl. Basis of Design: Kohler Bolero K-2610-SU, single central hole, front overflow or approved equal.

D. Supply Fitting: ASME A112.18.1; chrome plated supply fitting with pop-up waste, water economy aerator with maximum 2.0 gpm flow, single lever handle.

E. Faucet: ASME A112.18.1; chrome plated mixing faucet with cover plate, open grid strainer, American standard – 2506.155. Moments Selectronic, or approved equal.

F. Accessories:

1. Chrome plated 17 gage brass P-trap and arm with escutcheon.
2. Offset waste with perforated open strainer.
3. Wheel handle stops.
4. Rigid supplies.
5. Trap and waste insulated and offset to meet ADA compliance.

2.3 SINKS

A. Manufacturers:

1. American Standard Plumbing
2. Chicago Faucet Co.
3. Kohler Co.
4. Bradley Corp.
5. Elkay Corp.
6. Zurn



- B. Furnish materials in accordance with NY and NYC standards.
- C. Vitreous China Wall Hung Basin: ASME A112.19.2M; vitreous china countertop lavatory. Basis of Design: Kohler Soho K-2054-0, single central hole, front overflow or approved equal.
- D. Supply Fitting: ASME A112.18.1; chrome plated supply fitting with pop-up waste, water economy aerator with maximum 2.0 gpm flow, single lever handle.
- E. Faucet: ASME A112.18.1; chrome plated mixing faucet with cover plate, open grid strainer, American standard – 2506.155. Moments Selectronic, or approved equal.
- F. Accessories:
 - 1. Chrome plated 17 gage brass P-trap and arm with escutcheon.
 - 2. Offset waste with perforated open strainer.
 - 3. Wheel handle stops.
 - 4. Rigid supplies.
 - 5. Trap and waste insulated and offset to meet ADA compliance.

2.4 DRINKING FOUNTAINS

- A. Manufacturers:
 - 1. American Standard Plumbing.
 - 2. Bradley Corp plumbing.
 - 3. Briggs Industries, Inc.
 - 4. Chicago Faucet Co.
 - 5. Delta Faucet Co., Commercial Div.
 - 6. Elkay Corp.
 - 7. Kohler Co.
 - 8. Haws
 - 9. Approved Equal
- B. Furnish materials in accordance with NYS & NYC standards.

2.5 LAVATORY INSULATION KIT

- A. Furnish materials in accordance with NYS & NYC standards.
- B. Product Description: Where Lavatories are noted to be insulated for ADA compliance, furnish the following: Safety Covers conforming to ANSI A177.1



and consisting of insulation kit of molded closed cell vinyl construction, 3/16 inch (5 mm) thick, white color, for insulating tailpiece, P-trap, valves, and supply piping. Furnish with weep hole and angle valve access covers.

2.6 URINAL

- A. Manufacturers:
 - 1. American Standard Plumbing
 - 2. Chicago Faucet Co.
 - 3. Kohler Co.
 - 4. Bradley Corp.
- B. Urinal: ANSI A112.19.2; vitreous-china, slope-front stall urinal with integral flushing rim, removable stainless-steel strainer 3/4-inch top spud; American Standard Plumbing. Basis of Design: American Standard 6590.001 Washbrook Flowise Universal Urinal.
- C. Flush Valve: ANSI A112.18.1; Sensor-operated, Selectronic DC power integral American Standard Plumbing.
- D. Flush Rate: Pint unit, the flush rate shall be 1/8 gallons per flush or less.

2.7 SHOWER

- A. Manufacturers:
 - 1. Hansgrohe
 - 2. Chicago Faucet Co.
 - 3. Kohler Co.
 - 4. Sloan Corp.
- B. Shower Head: ANSI A112.18.1; chrome-plated vandal-proof with integral wall bracket, built-in 2-1/2 gal/min. flow control. Basis of Design: Hansgrohe 28504001 Raindance S 100 Air 3-Jet Handshower and Hansgrohe 28632000 Raindance Unica S Wallbar.
- C. Trim: ANSI A112.18.1; concealed straight-way pattern valve with indexed cross handle.
- D. Trim: ANSI A112.18.1; concealed shower supply with pressure-balanced mixing valves, bent shower arm with flow control ball-joint shower head and escutcheon; Hansgrohe



- E. Showerhead: Based on ASME test procedure A772.78M-1994, the flow rate shall be 2.5 gallons per minute or less at an inlet water pressure of 80 psi.

PART 3 EXECUTION

3.1 EXAMINATION

- A. See DDC General Conditions
- B. Verify walls and floor finishes are prepared and ready for installation of fixtures.
- C. Verify electric power is available and of correct characteristics.
- D. Confirm millwork is constructed with adequate provision for installation of counter top lavatories and sinks.

3.2 PREPARATION

- A. Rough-in fixture piping connections in accordance with minimum sizes indicated in fixture rough-in schedule for particular fixtures.

3.3 INSTALLATION

- A. Install Work in accordance with NYS & NYC standards.
- B. Install each fixture with trap, easily removable for servicing and cleaning.
- C. Provide chrome plated rigid or flexible supplies to fixtures with loose key stops, reducers, and escutcheons.
- D. Install components level and plumb.
- E. Install and secure fixtures in place with wall supports, or wall carriers and bolts.
- F. Seal fixtures to wall and floor surfaces with sealant as specified in Section 07 92 00, Joint sealant color to match fixture.
- G. Solidly attach water closets to floor with lag screws. Lead flashing is not intended hold fixture in place.
- H. For ADA accessible water closets, install flush valve with handle to wide side of stall.



3.4 INTERFACE WITH OTHER PRODUCTS

- A. Review millwork shop-drawings. Confirm location and size of fixtures and openings before rough in and installation.

3.5 ADJUSTING

- A. See DDC General Conditions
- B. Adjust stops or valves for intended water flow rate to fixtures without splashing, noise, or overflow.

3.6 CLEANING

- A. See DDC General Conditions
- B. Clean plumbing fixtures and equipment.

3.7 PROTECTION OF INSTALLED CONSTRUCTION

- A. See DDC General Conditions
- B. Do not permit use of fixtures before final acceptance.

END OF SECTION

CONTRACT # 3
HVAC and FIRE PROTECTION WORK

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SECTION 21 05 00 - COMMON WORK RESULTS FOR FIRE SUPPRESSION

PART 1 GENERAL

1.1 SUMMARY

- A. Section includes pipe, fittings, valves, and connections for sprinkler, standpipe and fire hose, combination sprinkler and standpipe systems.
- B. Related Sections:
 - 1. Section 09 91 00 - Painting: Execution requirements for piping painting specified by this section.

1.2 REFERENCES

- A. American Society of Mechanical Engineers:
 - 1. ASME B16.1 - Cast Iron Pipe Flanges and Flanged Fittings.
 - 2. ASME B16.11 - Forged Steel Fittings - Socket-Welding and Threaded.
 - 3. ASME B16.22 - Wrought Copper and Copper Alloy Solder Joint Pressure Fittings.
 - 4. ASME B16.3 - Malleable Iron Threaded Fittings.
 - 5. ASME B16.5 - Pipe Flanges and Flanged Fittings.
- B. ASTM International:
 - 1. ASTM B88 - Standard Specification for Seamless Copper Water Tube.
 - 2. ASTM B251 - Standard Specification for General Requirements for Wrought Seamless Copper and Copper-Alloy Tube.
- C. National Fire Protection Association:
 - 1. NFPA 13 - Installation of Sprinkler Systems.
- D. Underwriter Laboratories, Inc.:
 - 1. UL 1887 - Fire Tests of Plastic Sprinkler Pipe for Visible Flame and Smoke Characteristics.

1.3 SUBMITTALS

- A. See DDC General Conditions
- B. Shop Drawings: Indicate pipe materials used, jointing methods, supports, floor and wall penetration seals. Indicate installation, layout, weights, mounting and support details, and piping connections.
- C. Product Data: Submit manufacturers catalogue information. Indicate valve data and ratings.



- D. Manufacturer's Certificate: Certify products meet or exceed specified requirements.

1.4 CLOSEOUT SUBMITTALS

- A. See DDC General Conditions
- B. Project Record Documents: Record actual locations of components and tag numbering.
- C. Operation and Maintenance Data: Submit spare parts lists.

1.5 QUALITY ASSURANCE

- A. Provide fire sprinkler piping located in plenums with peak optical density not greater than 0.5, average optical density not greater than 0.15, and flame spread not greater than 5 feet (1.5 m) when tested in accordance with UL 1887.
- B. Perform Work in accordance with NFPA 13 NY NYC standard.
- C. Maintain one copy of each document on site.

1.6 QUALIFICATIONS

- A. Manufacturer: Company specializing in manufacturing products specified in this section with minimum three years' experience, and with service facilities.
- B. Installer: Company specializing in performing Work of this section with minimum three year experience.

1.7 PRE-INSTALLATION MEETINGS

- A. See DDC General Conditions
- B. Convene minimum one per week prior to commencing work of this section.

1.8 DELIVERY, STORAGE, AND HANDLING

- A. See DDC General Conditions
- B. Deliver and store valves in shipping containers, with labeling in place.
- C. Furnish cast iron and steel valves with temporary protective coating.
- D. Furnish temporary end caps and closures on piping and fittings. Maintain in place until installation.

1.9 WARRANTY

- A. See DDC General Conditions
- B. Furnish five year manufacturer warranty for basic fire suppression materials and methods.

1.10 EXTRA MATERIALS



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- A. See DDC General Conditions
- B. Furnish two sets of valve stem packing for each size and type of valve installed.

PART 2 PRODUCTS

2.1 VALVES

- A. Manufacturers:
 - 1. Victaulic Model 707 C.
 - 2. Apollo.
 - 3. Kennedy.
 - 4. Approved Equal
- B. Furnish materials in accordance with NY & NYC standards.
- C. Gate Valves:
 - 1. Up to and including 2 inches: Bronze body and trim, rising stem, hand wheel, solid wedge or disc, threaded ends.
 - 2. Over 2 inches: Iron body, bronze trim, rising stem pre-grooved for mounting tamper switch, hand wheel, OS&Y, solid bronze or cast iron wedge, flanged, grooved ends.
 - 3. Over 4 inches: Iron body, bronze trim, non-rising stem with bolted bonnet, solid bronze wedge, flanged ends, iron body indicator post assembly.
- D. Globe or Angle Valves:
 - 1. Up to and including 2 inches: Bronze body, bronze trim, rising stem and hand wheel, inside screw, renewable rubber disc, threaded ends, with back seating capacity packable under pressure.
 - 2. Over 2 inches: Iron body, bronze trim, rising stem, hand wheel, OS&Y, plug-type disc, flanged ends, renewable seat and disc.
- E. Ball Valves:
 - 1. Up to and including 2 inches: Stainless steel two piece body, brass, chrome plated bronze, or stainless steel ball, teflon seats and stuffing box ring, lever handle and balancing stops, threaded ends
 - 2. Over 2 inches: Manufacturers: Cast steel body, chrome plated steel ball, teflon seat and stuffing box seals, lever handle or gear drive hand wheel for sizes 10 inches and over, flanged.
- F. Butterfly Valves:
 - 1. Bronze Body: Stainless steel disc, resilient replaceable seat, threaded or grooved ends, extended neck, hand wheel and gear drive and integral indicating device, and built-in tamper proof switch rated 10 amp at 115 volt AC.
 - 2. Cast or Ductile Iron Body: Cast or ductile iron, chrome or nickel plated



ductile iron or aluminum bronze disc, resilient replaceable EPDM seat, wafer, lug, or grooved ends. With extended neck, hand wheel and gear drive and integral indicating device, and tamper switch rated 10 amp at 115 volt AC.

- G. Check Valves:
1. Up to and including 2 inches: Bronze body and swing disc, rubber seat, threaded ends.
 2. Over 2 inches: Iron body, bronze trim, swing check with rubber disc, renewable disc and seat, flanged ends with automatic ball check.

2.2 ABOVE GROUND PIPING

- A. Steel Pipe: ASTM A53/A53M, Grade B; ASTM A135; ASTM A135 UL listed, or ASME B36.10; Schedule 40 black.
1. Cast Iron Fittings: ASME B16.1, flanges and flanged fittings; ASME B16.4, threaded fittings.
 2. Malleable Iron Fittings: ASME B16.3, threaded fittings ASTM 47, ASTM 47M.
 3. Mechanical Grooved Couplings: Malleable iron housing clamps to engage and lock, "C" shaped elastomeric sealing gasket, steel bolts, nuts, and washers; galvanized for galvanized pipe.
- B. Copper Tubing: ASTM 75; Type L, hard drawn.
1. Fittings: ASME B16.22, wrought copper solder joint, pressure type.
 2. Joints: BCuP-4 silver braze ASTM B32, solder.
- C. Cast Iron Pipe: AWWA C151.
1. Fittings: AWWA C110, standard thickness.
 2. Joints: AWWA C111, rubber gasket.

2.3 PIPE HANGERS AND SUPPORTS

- A. Conform to NFPA 13 2002.
- B. Hangers for Pipe Sizes 1/2 to 1-1/2 inch: Malleable iron, adjustable swivel, split ring.
- C. Hangers for Pipe Sizes 2 inch and Over: Carbon steel, adjustable, clevis.
- D. Multiple or Trapeze Hangers: Steel channels with welded spacers and hanger rods.
- E. Wall Support for Pipe Sizes to 3 inches: Cast iron hook.
- F. Wall Support for Pipe Sizes 4 inches and Over: Welded steel bracket and wrought steel clamp.
- G. Vertical Support: Steel riser clamp.
- H. Floor Support: Cast iron adjustable pipe saddle, lock nut, nipple, floor



flange, and concrete pier or steel support.

- I. Copper Pipe Support: Carbon steel ring, adjustable, copper plated.

PART 3 EXECUTION

3.1 PREPARATION

- A. Ream pipe and tube ends. Remove burrs. Bevel plain end ferrous pipe.
- B. Remove scale and foreign material, from inside and outside, before assembly.
- C. Prepare piping connections to equipment with flanges or unions.

3.2 INSTALLATION

- A. Install piping in accordance with NFPA 13 for sprinkler systems, NFPA 14 for standpipe and hose systems.
- B. Install Work in accordance with NY & NYC standards.
- C. Route piping in orderly manner plumb and parallel to building structure. Maintain gradient.
- D. Install piping to conserve building space, to not interfere with use of space and other work.
- E. Group piping whenever practical at common elevations.
- F. Install pipe sleeve at piping penetrations through footings, partitions, walls, and floors. Seal pipe and sleeve penetrations to maintain fire resistance equivalent to fire separation.
- G. Install piping to allow for expansion and contraction without stressing pipe, joints, or connected equipment.
- H. Pipe Hangers and Supports:
 1. Install in accordance with NFPA 13 and NFPA 14.
 2. Install hangers to with minimum 1/2 inch space between finished covering and adjacent work.
 3. Place hangers within 12 inches of each horizontal elbow.
 4. Use hangers with 1-1/2 inch minimum vertical adjustment. Design hangers for pipe movement without disengagement of supported pipe.
 5. Support vertical piping at every floor. Support riser piping independently of connected horizontal piping.
 6. Where installing several pipes in parallel and at same elevation, provide multiple or trapeze hangers.
 7. Install copper plated hangers and supports for copper piping.
 8. Prime coat exposed steel hangers and supports.
Hangers and supports located in crawl spaces, pipe shafts, and suspended ceiling spaces are not considered exposed.
- I. Slope piping and arrange systems to drain at low points. Install eccentric reducers to maintain top of pipe level.
- J. Prepare pipe, fittings, supports, and accessories for finish painting. Where pipe support members are welded to structural building framing, scrape, brush clean,



- and apply one coat of zinc rich primer to welding. Refer to Section 09 91 00.
- K. Do not penetrate building structural members unless indicated.
 - L. Where more than one piping system material is specified, install compatible system components and joints. Install flanges, union, and couplings at locations requiring servicing.
 - M. Die cut threaded joints with full cut standard taper pipe threads with red lead and linseed oil or other non-toxic joint compound applied to male threads only.
 - N. Install valves with stems upright or horizontal, not inverted. Remove protective coatings prior to installation.
 - O. Install gate valves for shut-off or isolating service.
 - P. Install drain valves at main shut-off valves, low points of piping and apparatus.
 - Q. Where inserts are omitted, drill through concrete slab from below and install through-bolt with recessed square steel plate and nut above and grouted flush with slab.

3.3 INTERFACE WITH OTHER

PRODUCTS

- A. Inserts:
 - 1. Install inserts for placement in concrete forms.
 - 2. Install inserts for suspending hangers from reinforced concrete slabs and sides of reinforced concrete beams.
 - 3. Install hooked rod to concrete reinforcement section for inserts carrying pipe over 4 inches.
 - 4. Where concrete slabs form finished ceiling, locate inserts flush with slab surface.

3.4 CLEANING

- A. See DDC General Conditions
- B. Clean entire system after other construction is complete.

END OF
SECTION



SECTION 21 13 13 - WET-PIPE SPRINKLER SYSTEMS

PART 1 GENERAL

1.1 SUMMARY

- A. Section includes wet-pipe sprinkler system, system design, installation, and certification.
- B. Related Sections:
 - 1. Section 26 05 03 - Equipment Wiring Connections: Execution requirements for electric connections to equipment specified by this section.

1.2 REFERENCES

- A. National Fire Protection Association:
 - 1. NFPA 13 - Installation of Sprinkler Systems.
 - 2. NFPA 13R - Standard for Installation of Sprinkler Systems in Residential Occupancies up to and Including Four Stories in Height.

1.3 SYSTEM DESCRIPTION

- A. System to provide coverage for building areas noted.
- B. Provide hydraulically designed system to NFPA 13 light hazard ordinary hazard, Group 1 occupancy requirements.
- C. Determine volume and pressure of incoming water supply from water flow test data. When not available, assume 500 gpm at 45 psig. Revise design when test data become available prior to submittals.
- D. Interface system with building control system. Building fire and smoke alarm system.

1.4 SUBMITTALS

- A. See DDC General Conditions
- B. Shop Drawings: Indicate layout of finished ceiling areas indicating sprinkler locations coordinated with ceiling installation. Indicate detailed pipe layout, hangers and supports, sprinklers, components and accessories. Indicate system controls.
- C. Product Data: Submit data on sprinklers, valves, and specialties, including manufacturers catalog information. Submit performance ratings, rough-in details, weights, support requirements, and piping connections.
- D. Samples: Submit two of each style of sprinkler specified.

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- E. Engineering Data: Submit design calculations signed and sealed by professional engineer
- F. Manufacturer's Certificate: Certify products meet or exceed specified requirements.

1.5 CLOSEOUT SUBMITTALS

- A. See DDC General Conditions
- B. Project Record Documents: Record actual locations of sprinklers and deviations of piping from drawings. Indicate drain and test locations.
- C. Operation and Maintenance Data: Submit components of system, servicing requirements, record drawings, inspection data, replacement part numbers and availability, and location and numbers of service depot.

1.6 QUALITY ASSURANCE

- A. Perform Work in accordance with NFPA 13 2002, NYC BC
- B. Maintain one copy of each document on site.

1.7 QUALIFICATIONS

- A. Manufacturer: Company specializing in manufacturing products specified in this section with minimum three years experience.
- B. Installer: Company specializing in performing Work of this section with minimum three years documented experience.

1.8 PRE-INSTALLATION MEETINGS

- A. See DDC General Conditions
- B. Convene minimum one per week prior to commencing work of this section.

1.9 DELIVERY, STORAGE, AND HANDLING

- A. See DDC General Conditions
- B. Store products in shipping containers until installation.
- C. Furnish piping with temporary inlet and outlet caps until installation.



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1.10 WARRANTY

- A. See DDC General Conditions
- B. Furnish five year manufacturer warranty

1.11 EXTRA MATERIALS

- A. See DDC General Conditions
- B. Furnish extra sprinklers under provisions of NFPA 13 2002
- C. Furnish suitable wrenches for each sprinkler type.
- D. Furnish metal storage cabinet in location designated.

PART 2 PRODUCTS

2.1 SPRINKLERS

- A. Manufacturers
 - 1. Reliable
 - 2. Viking
 - 3. Victaulic
 - 4. Approved Equal
- B. Furnish materials in accordance with NY and NYC standards.
- C. Suspended Ceiling Type:
 - 1. Type: Concealed pendant type with matching push on escutcheon plate.
 - 2. Finish: Enamel, color white.
 - 3. Fusible Link: Fusible solder link type temperature rated for specific area hazard.
- D. Exposed Area Type:
 - 1. Type: Standard upright type.
 - 2. Finish: Brass.
 - 3. Fusible Link: Fusible-solder link type temperature rated for specific area hazard.
- E. Side wall Type:
 - 1. Type: Standard horizontal side wall type with matching push on clamp on screw on escutcheon plate and guard.
 - 2. Finish: Chrome plated.



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3. Escutcheon Plate Finish: Chrome plated
4. Fusible Link: Fusible-solder link type temperature rated for specific area hazard.

F. Guards: Finish to match sprinkler finish.

2.2 PIPING SPECIALTIES

- A. Water Flow Switch: Vane type switch for mounting horizontal or vertical, with two contacts; rated 10 amp at 125 volt AC.

2.3 ELECTRICAL CHARACTERISTICS AND COMPONENTS

- A. Controls: Supervisory switches, Water Level Supervisory Switches, Tank Temperature Supervisory Switches, Room Temperature Supervisory Switches.

PART 3 EXECUTION

3.1 INSTALLATION

- A. Install pipes and components in accordance with NFPA 13.
- B. Center sprinklers in two directions in ceiling tile and install piping offsets. One direction only in ceiling tile with location in other direction variable, dependent upon spacing and coordination with ceiling elements.
- C. Hydrostatically test entire system. Use calibrated gauge for the testing. The commissioning agent will be invited to witness the system hydrostatic testing prior to final acceptance testing by the authority having jurisdiction. The test report will be submitted to the commissioning agent for record and reference.
- D. The system will be pre-tested prior to the final acceptance test by authorities having jurisdiction. Commissioning agent will be invited to witness and record the tests.
The pretest shall include but not limited to the following:
 1. Operation of sprinkler system components (flow switches, tamper switches etc.)
 2. Interface with the fire alarm control system.
 3. The final acceptance test is required to be witnessed by Authority having jurisdiction.

3.2 INTERFACE WITH OTHER PRODUCTS

- A. Verify signal devices are installed and connected to fire alarm system.



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3.3 CLEANING

- A. See DDC General Conditions
- B. Flush entire piping system of foreign matter.

3.4 PROTECTION OF INSTALLED CONSTRUCTION

- A. See DDC General Conditions
- B. Apply masking tape or paper cover to protect concealed sprinklers, cover plates, and sprinkler escutcheons not receiving field paint finish. Remove after painting.

END OF SECTION



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SECTION 230013 – HVAC 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 **\$5,000.00** for the **HVAC 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 1 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 HVAC contractor is responsible for preparing and submitting an Asbestos Abatement Permit and/or Work Place Safety Plans (WPSP) that may be required for the completion of the Contract or incidental work. If such plans are required, the Asbestos abatement contractor is responsible to retain a NYSDOL Licensed Design Professional as defined in Title 15, Chapter 1 of the RCNY to prepare and submit the required plans.

The Asbestos abatement contractor is responsible for the submission of all required documents to the NYCDEP to acquire the appropriate Asbestos Project Conditional Closeout (ACP-20) and/or Asbestos Project Completion Forms (ACP-21) on a timely basis for the completion of the incidental work encountered under this contract.

The Asbestos abatement contractor will be required to attend an on-site job meeting with the Construction Project Manager prior to the start of work to examine conditions and plan the sequence of operations, etc.

The Asbestos abatement contractor shall have a NYSDOL/NYCDEP Asbestos Supervisor onsite to oversee the work and conduct a final visual inspection as required by both Title 15, Chapter 1 of the RCNY and NYSDOL Industrial Code Rule 56.

- I. All work shall be done during regular working hours unless the Asbestos abatement contractor requests authorization to work in other than regular working hours and such authorization is granted by the Commissioner. (Regular work hours are those hours during which any given facility, in which work is to be done, is customarily open and functioning, normally between the hours of 8:00 A.M. and 4:00 P.M. Monday - Friday.) If such work schedule is authorized by the Commissioner, the work shall be done at no additional cost to the City.

- J. The Commissioner may order that work be done in other than regular working hours as herein by defined and this order may require the Asbestos abatement contractor to pay premium or overtime wages to complete the work. If the Commissioner orders work in other than regular working hours, the Asbestos abatement contractor shall multiply the unit price for that portion of the work requiring premium wages by 1.50 when computing payment in accordance with Paragraph 1.09. All requests for premium payment must be supported by certified payroll sheets and field sheets approved by the Construction Project Manager.

1.02 QUALIFICATIONS OF ASBESTOS ABATEMENT CONTRACTOR

- A. Requirements: The asbestos abatement contractor must demonstrate compliance with the special experience requirements set forth in subparagraphs (1) through (5) below. The asbestos abatement contractor must, submit documentation demonstrating compliance with all listed requirements. Such documentation shall include without limitation, all required licenses, certificates, and documentation.
1. The asbestos abatement contractor must, whether an individual, corporation, partnership, joint venture or other legal entity, must demonstrate for the three year period prior to the work, that it has been licensed by the New York State Department of Labor, as an "Asbestos abatement contractor".
 2. The asbestos abatement contractor must, for the three year period prior to the work, have been in the business of providing asbestos abatement services as a routine part of its daily operations.
 3. The asbestos abatement contractor proposing to do asbestos abatement work must be thoroughly experienced in such work and must provide evidence of having successfully performed and completed in a timely fashion at least five (5) asbestos abatement projects of similar size and complexity. The aggregate cost of these projects must be at least \$250,000.00 in each of the three years.
 4. For each project submitted to meet the experience requirements set forth above, the asbestos abatement contractor must submit the following information for the project; name and location of the project; name title and telephone number of the owner or the owner's representative who is familiar with the asbestos abatement contractor's work, brief description of the work completed as a prime or sub-asbestos abatement contractor; amount of contract or subcontract and the date of completion.
 5. The asbestos abatement contractor must demonstrate that it has the financial resources, supervisory personnel and equipment necessary to carry out the work and to comply with the required performance schedule, taking into consideration other business commitments. The asbestos

abatement contractor must submit such documentation as may be required by the Department of Design and Construction to demonstrate that it has the requisite capacity to perform the required services of this contract.

- B. Insurance Requirements: The asbestos abatement contractor must provide asbestos liability insurance in the following amount: 1 million dollars per occurrence, 2 million dollars aggregate (combined single limit). The City of New York shall be named as an additional insured on such insurance policy.
- C. Throughout the specifications, reference is made to codes and standards which establish qualities and types of workmanship and materials, and which establish methods for testing and reporting on the pertinent characteristics thereof.

1.03 ASBESTOS ABATEMENT CONTRACTOR RESPONSIBILITIES

The Asbestos abatement contractor will visit the subject location within one (1) working day of notification to ascertain actual work required. If the project is identified as being "urgent", then work shall commence no later than 48 hours from the time of notification. In this event, the asbestos abatement contractor shall immediately notify when applicable EPA NESHAPS Coordinator, NYSDOL Asbestos Control Bureau and NYCDEP Asbestos Control Program of start of the work and file the necessary Asbestos Notifications and any applicable Variance Applications with the regulatory agencies cited above.

In the event that the project is not classified as "urgent" the Asbestos abatement contractor shall notify the EPA NESHAPS Coordinator, NYSDOL and NYCDEP by submitting the requisite asbestos project notification forms, postmarked 10 days before activity begins if 260 linear feet or more and/or 160 square feet or more of asbestos containing material will be disturbed.

The following information must be included in the notification:

- A. Name and address of building City or operator;
- B. Project description:
 - 1. Size - square feet, number of linear feet, etc;
 - 2. Age - date of construction and renovations (if known);
 - 3. Use - i.e., office, school, industrial, etc.
 - 4. Scope - repair, demolition, cleaning, etc.
- C. Amount of asbestos involved in work and an explanation of techniques used to determine the amount;

- D. Building location/address, including Block and Lot numbers;
- E. Work schedule including the starting and completion dates;
- F. Abatement methods to be employed;
- G. Procedures for removal of asbestos-containing material;
- H. Name, title and authority of governmental representative sponsoring project.

1.04 WORK INCLUDED IN UNIT PRICE

The Asbestos abatement contractor will be paid a basic unit price of **\$25.00** per square feet for the removal and disposal of asbestos containing material and replacement of the same with non-asbestos containing materials.

Unit price shall include all costs necessary to do the work of this Contract, including but not limited to: labor, materials, equipment, utilities, disposal, insurance, overhead and profit.

1.05 AIR MONITORING – ASBESTOS ABATEMENT CONTRACTOR

- A. "Air Sampling" shall mean the process of measuring the fiber content of a known volume of air collected during a specific period of time. The procedure utilized for asbestos follows the NIOSH Standard Analytical Method 7400 or the provisional transmission electron microscopy methods developed by the USEPA and/or National Institute of Standard and Technology which are utilized for lower detectability and specific fiber identification.
- B. Air monitoring of Asbestos abatement contractor's personnel will be performed in conformance with OSHA requirements, (All costs associated with this work are deemed included in the unit price.).
- C. Qualifications of Testing Laboratory:

The industrial hygiene laboratory shall be a current proficient participant in the American Industrial Hygiene Association (AIHA) PAT Program. The laboratory identification number shall be submitted and approved by the City. The laboratory shall be accredited by the AIHA and New York State Department of Health Environmental Laboratory Approval Program (ELAP).

Note: Work area air testing and analysis before, during and upon completion of work (clearance testing) will be performed by a Third Party Air Monitor under separate Contract with the City.

1.06 THIRD PARTY MONITORING AND LABORATORY

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- A. The NYCDDC, at its own expense, will employ the services of an independent Third Party Air Monitoring Firm and Laboratory. The Third Party Air Monitor will perform air sampling activities and project monitoring at the Work Site.
- B. The Laboratory will perform analysis of air samples utilizing Phase Contrast Microscopy (PCM) and/or Transmission Electron Microscopy (TEM).
- C. The Third Party Air Monitoring Firm and the designated Project Monitor shall have access to all areas of the asbestos removal project at all times and shall continuously inspect and monitor the performance of the Asbestos abatement contractor to verify that said performance complies with this Specification. The Third-Party Air Monitor shall be on site throughout the entire abatement operation.
- D. The NYCDDC will be responsible for costs incurred with the Third Party Air Monitoring Firm and laboratory work. Any subsequent additional testing required due to limits exceeded during initial testing shall be paid for by the Asbestos abatement contractor.

1.07 PAYMENT REQUEST DOCUMENTATION

- B. The following information shall be included for each payment request:
 - 1. Description of work performed.
 - 2. Linear footage and pipe sizes involved.
 - 3. Square footage for boiler & breaching insulation removed.
 - 4. Square footage of non pipe and boiler areas removed, patched, enclosed, sealed, or painted.
 - 5. Square footage of encapsulation, sealing, patching, and painting involved.
 - 6. Total cost associated with compliance with the assigned task.
 - 7. Architectural, Electrical, HVAC, Plumbing, etc. work incidental to the Asbestos Abatement Work.
 - 8. A certified copy (in form 4312-39) to the Comptroller or Financial Officer of the New York City to the effect that the financial statement is true.
 - 9. A signed copy (in form 6506q-6) of certificate of compliance with non-discriminatory provisions of the Contract.
 - 10. Attach a copy of valid workmen compensation insurance.

HVAC CONTRACTOR WORK ALLOWANCE FOR INCIDENTAL ASBESTOS ABATEMENT

11. Valid asbestos insurance per occurrence.
 12. General liability insurance when required.
- C. Each payment request shall include a grand total for all work completed that billing period, the landfill waste manifests and a copy of waste transporter permit. The Department of Design and Construction will inspect the work performed, review the cost and approve or disapprove requests for payment.
- D. EXPOSURE LOG: With this final payment, the Asbestos abatement contractor shall submit a listing of the names and social security numbers of all employees actively engaged in the abatement work of this Contract. This list shall include a summary showing each part of the abatement work in which the employee was engaged and the dates thereof.

1.08 QUANTITY CALCULATIONS

In order to determine the square footage involved for the various pipe sizes of pipe insulation that might be encountered, the following table is to be used.

PIPE INSULATION SIZE O.D.	PIPE SIZE O.D.	SQUARE FOOTAGE PER LINEAR FOOT
2-1/2"	1/2"	0.65
2-3/4"	3/4"	0.72
3"	1"	0.79
3-1/4"	1-1/4"	0.85
3-1/2"	1-1/2"	0.92
4"	2"	1.05
4-1/2"	2-1/2"	1.18
5"	3"	1.31
6"	3-1/4"	1.57
7"	3-1/2"	1.83
8"	4"	2.09
9"	5"	2.36
10"	6"	2.62
12"	8"	3.14
14"	10"	3.67
16"	12"	4.19
18"	14"	4.71

1.09 METHOD OF PAYMENT

Payment shall be made in accordance with Items A through R below. Payment shall be calculated based on the actual quantity of the item performed by the asbestos abatement contractor, times the unit price specified below. Credits may apply to certain times, as specified below.

- A. **REMOVAL, DISPOSAL AND REPLACEMENT OF ASBESTOS CONTAINING PIPE INSULATION:** Actual linear footage, multiplied by the square footage factor listed for the respective pipe size in Section 1.09, multiplied by the unit price in Section 1.05.

EXAMPLE: 100 lin.ft. of 1/2" pipe and 100 lin.ft. of 6" pipe, including elbows, tees. Flanges, etc.

100 X 0.65 = 65 sq.ft. 65 x unit price = Payment

100 X 2.62 = 262 sq.ft. 262 x unit price = Payment

- B. **REMOVAL, DISPOSAL AND REPLACEMENT OF BOILER INSULATION:** (all types including Silicate Block and including the removal/replacement of metal jacketing) Payment shall be made at 1.5 times the unit price per square foot.

EXAMPLE: Item B. removal and replacement of 1000 S.F. of boiler insulation (incl. Silicate block)

1000 S.F. X (1.5) X the Unit Price = Payment

- C. **REMOVAL, DISPOSAL AND REPLACEMENT OF TANK INSULATION:** (all types including removal/replacement of metal jacketing) Payment shall be made at 1.5 times the unit price per square foot.
- D. **REMOVAL, DISPOSAL AND REPLACEMENT OF BOILER UPTAKE, & BREACHING INSULATION:** (all types including stiffening angles and wire lath) Payment shall be made at 2.0 times the unit price per square foot.
- E. **REMOVAL, DISPOSAL AND REPLACEMENT OF DUCT INSULATION:** Payment shall be made at 1.0 times the unit price per square foot.
- F. **REMOVAL, DISPOSAL AND REPLACEMENT OF SOFT ASBESTOS CONTAINING MATERIAL:** (Including sprayed-on fire proofing and sound proofing) Payment shall be made at 1.0 times the unit price per square foot of surface area. Area of irregular surfaces must be calculated and confirmed with DDC representative.
- G. **ACOUSTIC PLASTER REPAIR AND/OR ENCAPSULATION:** Payment shall be made at 0.5 times the unit price per square foot.

- H. **PATCHING OR REPAIR** of items listed in A through F will be paid at 0.33 times the unit price per square foot.
- I. **REMOVAL, DISPOSAL AND REPLACEMENT OF WATERPROOFING ASBESTOS CONTAINING MATERIAL:** (including friable and non-friable waterproofing material from interior and exterior walls, floors, foundations, penetrations, louvers, vents and openings other than windows, doors and skylights) Payment shall be made at 0.5 times the unit price per square foot.
- J. **REMOVAL, DISPOSAL AND REPLACEMENT OF ASBESTOS CONTAINING ELECTRICAL WIRING INSULATION:** (including friable and non-friable wiring insulation) Payment shall be made at 0.33 times the unit price per square foot.
- K. **PAINTING:** Payment shall be made at 0.05 times the unit price per square foot.
- L. **REMOVAL AND DISPOSAL OF ASBESTOS-CONTAINING PLASTER:** from ceilings and walls, including any wire lath and disposal as asbestos containing waste. Payment shall be made at 0.80 times the unit price per square foot.
- M. **REMOVAL AND DISPOSAL OF ASBESTOS-CONTAINING FLOOR TILES, CEILING TILES, TRANSITE PANELS:** (including any adhesive, glue, mastic and/or underlayment) and disposal as asbestos containing waste. Payment shall be made at 0.40 times the unit price per square foot. If multiple layers are discovered, each additional layer shall be paid at 0.20 times the unit price per square foot.
- N. **ADDITIONAL CLEAN UP/HOUSEKEEPING OF WORK AREA:** (excluding pre-cleaning of work area required by regulations) HEPA vacuuming and wet cleaning of asbestos contaminated surface. Payment shall be made at 0.20 times the unit price per square foot. When GLOVE BAG is employed to remove ACM, cost of HEPA vacuuming and wet cleaning of floor area up to 3 feet on each side of glove-bag shall be included in unit price and no extra payment will be made.
- O. **REMOVAL, DISPOSAL OF ASBESTOS-CONTAINING ROOFING MATERIAL:** including mastic, flashing and sealant compound and provide temporary asbestos-free roof covering consisting of one layer of rolled roofing paper sealed with asphaltic roofing compound. Payment shall be made at 0.8 times the unit price per square foot. Credit at a rate of 0.33 times the unit price will be taken for each square foot of temporary roof covering which the Asbestos abatement contractor is directed not to install.
- P. **PICK-UP AND DISPOSAL OF GROSS DEBRIS:** (excluding any waste generated from abatement under Item A-R) at a rate of \$150 per cubic yard for asbestos contaminated waste and \$75 per cubic yard for non-asbestos

contaminated waste. This cost includes all labor and material cost associated with work.

- Q. **REMOVAL OF ASBESTOS-CONTAINING BRICK, BLOCK, MORTAR, CEMENT OR CONCRETE:** along with all surfacing materials including wire lath and/or other supporting structures and disposal as ACM waste. Payment shall be made at a rate of \$25.00 per cubic foot of material removed.
- R. **REMOVAL AND DISPOSAL OF ASBESTOS CONTAINING WINDOW/DOOR CAULKING:** including friable and non-friable caulking, weather-stripping, glazing, sealants or other waterproofing materials applied to windows, doors, skylights, etc. Payment shall be made at the rate of \$400.00 per opening regardless of size or configuration. This cost includes labor, consumable materials, set-up/breakdown, removal and disposal, as required.

Note 1: CREDIT: For items listed in A through F, a credit at a rate of 0.33 times the unit price, times the respective multiplier (for each item) will be taken for each square foot of insulation which the asbestos abatement contractor is not directed to reapply.

Note 2: MINIMUM PAYMENT: The minimum payment per call at any individual job sites or various job sites during the same day will be eight hundred dollars (\$800.00).

Note 3: All payments shall be made as described in paragraph 1.09 herein.

Note 4: WORKING HIGHER THAN 12 FEET ABOVE FLOOR LEVEL OR WORK REQUIRING COMPLEX SCAFFOLDING OR CONSTRUCTION WORK PLATFORMS: Provisions are made in this Contract to compensate the Asbestos abatement contractor for work performed in locations that are difficult to access due to work at elevations that are significantly higher than the normal work level. The unit price for these items will be paid at 1.20 times the unit price described in Paragraphs 1.09, A through R for those portions of the work that are more than twelve (12) feet above the grade for that would be judged as the normal working level.

1.10 GUARANTEE

- A. Work performed in compliance with each task shall be guaranteed for a period of one year from the date the completed work is accepted by the Department of Design and Construction.
- B. The Commissioner of The Department of Design and Construction will notify the Asbestos abatement contractor in writing regarding defects in work under the guarantee.

1.11 OCCUPANCY OF SITE NOT EXCLUSIVE

Attention is specifically drawn to the fact that contractors, performing the work of other Contracts, may be brought upon any of the work sites of this Contract. Therefore, the

Asbestos abatement contractor shall not have exclusive rights to any site of his work and shall fully cooperate and coordinate his work with the work of other contractors who may be brought upon any site of the work of this Contract. This paragraph applies to those areas outside the regulated Work Area as defined by Title 15, Chapter I of RCNY.

1.12 SUBMITTALS

A. Pre-Construction Submittals:

- I. 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 HVAC contractor's) responsibility to furnish and install a suitable distribution system to the Work Area. This system will be provided at no cost to the City.

1.15 FEES

The Asbestos abatement contractor shall be responsible for any and all fees or charges imposed by Local, State or Federal Law, Rule and Regulation applicable to the work specified herein, including fees or charges which may be imposed subsequent to the date of the Bid opening.

END OF SECTION

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SECTION 23 05 03 - PIPES AND TUBES FOR HVAC PIPING AND EQUIPMENT

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes: Pipe and pipe fittings for the following systems:
1. Piping.
 2. Equipment drains and over flows.
 3. Unions and flanges.
- B. Related Sections:
1. Section 07 84 13 – Penetration Firestopping Product requirements for firestopping for placement by this section.
 2. Section 08 31 13 - Access Doors and Frames: Product requirements for access doors for placement by this section.
 3. Section 09 91 00 - Painting Product and execution requirements for painting specified by this section.
 4. Section 23 05 16 - Expansion Fittings and Loops for HVAC Piping Expansion Compensation: Product requirements for piping expansion compensation devices for placement by this section.
 5. Section 23 05 23 - General-Duty Valves for HVAC Piping: Product requirements for valves for placement by this section.
 6. Section 23 05 29 - Hangers and Supports for HVAC Piping and Equipment: Product requirements for pipe hangers and supports and firestopping for placement by this section.
 7. Section 23 05 48 - Vibration and Seismic Controls for HVAC Piping and Equipment: Product requirements for vibration isolation for placement by this section.
 8. Section 23 07 00 - HVAC Insulation: Product requirements for piping insulation for placement by this section.
 9. Section 23 22 16 - Steam and Condensate Piping Specialties: Product requirements for steam and condensate piping specialties for placement by this section.

1.2 REFERENCES

- A. American Society of Mechanical Engineers:
1. ASME B16.3 - Malleable Iron Threaded Fittings.
 2. ASME B16.4 - Gray Iron Threaded Fittings.
 3. ASME B16.18 - Cast Copper Alloy Solder Joint Pressure Fittings.



4. ASME B16.22 - Wrought Copper and Copper Alloy Solder Joint Pressure Fittings.
 5. ASME B16.26 - Cast Copper Alloy Fittings for Flared Copper Tubes.
 6. ASME B31.1 - Power Piping.
 7. ASME B31.9 - Building Services Piping.
 8. ASME B36.10M - Welded and Seamless Wrought Steel Pipe. ASTM International:
 9. ASTM A53/A53M - Standard Specification for Pipe, Steel, Black and Hot-Dipped, Zinc-Coated, Welded and Seamless.
 10. ASTM A234/A234M - Standard Specification for Piping Fittings of Wrought Carbon Steel and Alloy Steel for Moderate and High Temperature Service.
 11. ASTM A395/A395M - Standard Specification for Ferritic Ductile Iron Pressure-Retaining Castings for Use at Elevated Temperatures.
 12. ASTM A536 - Standard Specification for Ductile Iron Castings.
 13. ASTM A746 - Standard Specification for Ductile Iron Gravity Sewer Pipe.
 14. ASTM B32 - Standard Specification for Solder Metal.
 15. ASTM B68 - Standard Specification for Seamless Copper Tube, Bright Annealed.
 16. ASTM B280 - Standard Specification for Seamless Copper Tube for Air Conditioning and Refrigeration Field Service.
 17. ASTM B584 - Standard Specification for Copper Alloy Sand Castings for General Applications.
- B. American Welding Society:
1. AWS A5.8 - Specification for Filler Metals for Brazing and Braze Welding.
 2. AWS D1.1 - Structural Welding Code - Steel.
- C. American Water Works Association:
1. AWWA C105 - American National Standard for Polyethylene Encasement for Ductile-Iron Pipe Systems.
 2. AWWA C110 - American National Standard for Ductile-Iron and Grey-Iron Fittings, 3 in. through 48 in. (75 mm through 1200 mm), for Water and Other Liquids.
 3. AWWA C111 - American National Standard for Rubber-Gasket Joints for Ductile-Iron Pressure Pipe and Fittings.
 4. AWWA C151 - American National Standard for Ductile-Iron Pipe, Centrifugally Cast, for Water.
- D. National Fire Protection Association:
1. NFPA 30 - Flammable and Combustible Liquids Code.
 2. NFPA 31 - Standard for the Installation of Oil-Burning Equipment.
 3. NFPA 54 - National Fuel Gas Code.



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4. NFPA 58 - Liquefied Petroleum Gas Code.

1.3 SUBMITTALS

- A. See DDC-General conditions
- B. Shop Drawings: Indicate layout of piping systems, including equipment, critical dimensions, and sizes.
- C. Product Data: Submit data on pipe materials and fittings. Submit manufacturers catalog information.

1.4 QUALITY ASSURANCE

- A. Perform Work in accordance with ASME B31.1, ASME B31.9 code for installation of piping systems and ASME Section IX for welding materials and procedures.
- B. Maintain one copy each document on site.

1.5 QUALIFICATIONS

- A. Manufacturer: Company specializing in manufacturing Products specified in this section with minimum three years documented experience.
- B. Installer: Company specializing in performing work of this section with minimum three years documented experience.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Requirements for transporting, handling, storing, and protecting products.
- B. Furnish temporary end caps and closures on piping and fittings. Maintain in place until installation.
- C. Protect piping from entry of foreign materials by temporary covers, completing sections of the Work, and isolating parts of completed system.

1.7 FIELD MEASUREMENTS

- A. Verify field measurements prior to fabrication.



PART 2 PRODUCTS

2.1 PIPING

- A. Copper Tubing: ASTM B88 Type K, L, M, hard drawn.
 - 1. Fittings: ASME B16.18, cast brass, or ASME B16.22 solder wrought copper.
 - 2. Tee Connections: Mechanically extracted collars with notched and dimpled branch tube.
 - 3. Joints: Solder, lead free, ASTM B32, 95-5 tin-antimony, or tin and silver, with melting range 430 to 535 degrees F. Braze, AWS A5.8 BCUP silver/phosphorus/copper alloy with melting range 1190 to 1480 degrees

2.2 EQUIPMENT DRAINS AND OVERFLOWS

- A. Copper Tubing: ASTM B88, Type L, hard drawn.
 - 1. Fittings: ASME B16.18, cast brass, or ASME B16.22 solder wrought copper.
 - 2. Joints: Solder, lead free, 95-5 tin-antimony, or tin and silver, with melting range 430 to 535 degrees F.

2.3 UNIONS AND FLANGES

- A. Unions for Pipe 2 inches and Smaller:
 - 1. Ferrous Piping: Class 150, malleable iron, threaded.
 - 2. Copper Piping: Class 150, bronze unions with brazed joints.
 - 3. Dielectric Connections: Union with galvanized or plated steel threaded end, copper solder end, water impervious isolation barrier.
 - 4. PVC Piping: PVC.
 - 5. CPVC Piping: CPVC.

PART 3 EXECUTION

3.1 EXAMINATION

- A. See DDC General Conditions
- B. Verify excavations are to required grade, dry, and not over-excavated.
- C. Verify trenches are ready to receive piping.

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3.2 PREPARATION

- A. Ream pipe and tube ends. Remove burrs. Bevel plain end ferrous pipe.
- B. Remove scale and dirt on inside and outside before assembly.
- C. Prepare piping connections to equipment with flanges or unions.
- D. Keep open ends of pipe free from scale and dirt. Protect open ends with temporary plugs or caps.

3.3 INSTALLATION - ABOVE GROUND PIPING

- A. Route piping in orderly manner and maintain gradient. Route parallel and perpendicular to walls.
- B. Install piping to maintain headroom without interfering with use of space or taking more space than necessary.
- C. Group piping whenever practical at common elevations.
- D. Sleeve pipe passing through partitions, walls and floors. Refer to Section 23 05 29.
- E. Provide clearance in hangers and from structure and other equipment for installation of insulation and access to valves and fittings. Refer to Section 23 07 00.
- F. Provide access where valves and fittings are not accessible. Coordinate size and location of access doors with Section 08 31 13.
- G. Install non-conducting dielectric connections wherever jointing dissimilar metals.
- H. Establish invert elevations, slopes for drainage to 1/8 inch per foot minimum. Maintain gradients.
- I. Slope piping and arrange systems to drain at low points.
- J. Protect piping systems from entry of foreign materials by temporary covers, completing sections of the Work, and isolating parts of completed system.
- K. Install valves in accordance with Section 23 05 23.
- L. Insulate piping. Refer to Section 23 07 00.
- M. Install pipe identification in accordance with Section 23 05 53.



3.4 FIELD QUALITY CONTROL

- A. See DDC General Conditions
- B. Test low pressure steam supply piping in accordance with ASME B31.9, ASME B31.1.
- C. Test low pressure steam supply piping and condensate piping in accordance with ASME B31.9 ASME B31.1.
- D. Pressure test natural gas piping in accordance with NFPA 54.

3.5 CLEANING

- A. See DDC General Conditions
- B. After completion, clean, and treat low pressure steam supply piping flow pressure steam condensate piping.

END OF SECTION



SECTION 230513 - COMMON MOTOR REQUIREMENTS FOR HVAC EQUIPMENT

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes general requirements for single-phase and polyphase, general-purpose, horizontal, small and medium, squirrel-cage induction motors for use on ac power systems up to 600 V and installed at equipment manufacturer's factory or shipped separately by equipment manufacturer for field installation.

1.3 COORDINATION

- A. Coordinate features of motors, installed units, and accessory devices to be compatible with the following:
 - 1. Motor controllers.
 - 2. Torque, speed, and horsepower requirements of the load.
 - 3. Ratings and characteristics of supply circuit and required control sequence.
 - 4. Ambient and environmental conditions of installation location.

PART 2 - PRODUCTS

2.1 GENERAL MOTOR REQUIREMENTS

- A. Comply with NEMA MG 1 unless otherwise indicated.

2.2 MOTOR CHARACTERISTICS

- A. Duty: Continuous duty at ambient temperature and at altitude of 3300 feet (above sea level).
- B. Capacity and Torque Characteristics: Sufficient to start, accelerate, and operate connected loads at designated speeds, at installed altitude and environment, with indicated operating sequence, and without exceeding nameplate ratings or considering service factor.



2.3 POLYPHASE MOTORS

- A. Description: NEMA MG 1, Design B, medium induction motor.
- B. Efficiency: Energy efficient, as defined in NEMA MG 1.
- C. Service Factor: 1.15.
- D. Multispeed Motors: Variable torque.
 - 1. For motors with 2:1 speed ratio, consequent pole, single winding.
 - 2. For motors with other than 2:1 speed ratio, separate winding for each speed.
- E. Multispeed Motors: Separate winding for each speed.
- F. Rotor: Random-wound, squirrel cage.
- G. Bearings: Regreasable, shielded, antifriction ball bearings suitable for radial and thrust loading.
- H. Temperature Rise: Match insulation rating.
- I. Enclosure Material: Cast iron for motor frame sizes 324T and larger; rolled steel for motor frame sizes smaller than 324T.

2.4 SINGLE-PHASE MOTORS

- A. Motors larger than 1/20 hp shall be one of the following, to suit starting torque and requirements of specific motor application:
 - 1. Permanent-split capacitor.
 - 2. Split phase.
 - 3. Capacitor start, inductor run.
 - 4. Capacitor start, capacitor run.
- B. Multispeed Motors: Variable-torque, permanent-split-capacitor type.
- C. Bearings: Prelubricated, antifriction ball bearings or sleeve bearings suitable for radial and thrust loading.
- D. Motors 1/20 HP and Smaller: Shaded-pole type.
- E. Thermal Protection: Internal protection to automatically open power supply circuit to motor when winding temperature exceeds a safe value calibrated to temperature rating of motor insulation. Thermal-protection device shall automatically reset when motor temperature returns to normal range.



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PART 3 - EXECUTION (Not Applicable)

END OF SECTION 230513



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SECTION 23 05 16 - EXPANSION FITTINGS AND LOOPS FOR HVAC PIPING

PART 1 GENERAL

1.1 SUMMARY

- A. Related Sections:
1. Section 23 05 29 - Hangers and Supports for HVAC Piping and Equipment: Product and installation requirements for piping hangers and supports.
 2. Section 23 05 48 - Vibration and Seismic Controls for HVAC Piping and Equipment: Product and installation requirements for vibration isolators used in piping systems.
 3. Section 23 22 13 - Steam and Condensate Heating Piping: Product and installation requirements for piping used in steam systems.
 4. Section 23 23 00 - Refrigerant Piping: Product and installation requirements for piping used in refrigeration systems.

1.2 REFERENCES

- A. American Society of Mechanical Engineers:
1. ASME B31.1 - Power Piping.
 2. ASME B31.5 - Refrigeration Piping.
 3. ASME B31.9 - Building Services Piping.
 4. ASME Section IX - Boiler and Pressure Vessel Code - Welding and Brazing Qualifications.
- B. American Welding Society:
1. AWS D1.1 - Structural Welding Code - Steel.

1.3 ENGINEERING REQUIREMENTS

- A. Provide structural work and equipment required for expansion and contraction of piping. Verify anchors, guides, and expansion joints provide and adequately protect system.
- B. Expansion Compensation Design Criteria:
1. Installation Temperature: 50 degrees F.
 2. Steam Heating System Temperature: 250 degrees F.
 3. Steam Heating System Operating Pressure: 15 psig.
 4. Safety Factor: 30 percent.



1.4 SUBMITTALS

- A. See DDC General Conditions.
- B. Shop Drawings: Indicate layout of piping systems, including flexible connectors, expansion joints, expansion compensators, loops, offsets and swing joints. Include shop drawing information for piping expansion compensation in shop drawings for piping system.
- C. Product Data:
 - 1. Flexible Pipe Connectors: Indicate maximum temperature and pressure rating, face-to-face length, live length, hose wall thickness, hose convolutions per foot and per assembly, fundamental frequency of assembly, braid structure, and total number of wires in braid.
 - 2. Expansion Joints: Indicate maximum temperature and pressure rating, and maximum expansion compensation.
- D. Engineering Data: Indicate criteria and show calculations. Submit sizing methods sealed by a registered professional engineer.
- E. Manufacturer's Installation Instructions: Submit special procedures.
- F. Manufacturer's Certificate: Certify products meet or exceed specified requirements.
- G. Welders' Certificate: Include welders' certification of compliance with ASME Section IX. AWS D1.
- H. Manufacturer's Field Reports: Indicate results of inspection by manufacturer's representative.

1.5 CLOSEOUT SUBMITTALS

- A. See DDC General Conditions.
- B. Project Record Documents: Record actual locations of flexible pipe connectors, expansion joints, anchors, and guides.
- C. Operation and Maintenance Data: Submit adjustment instructions.

1.6 QUALITY ASSURANCE

- A. Perform Work in accordance with ASME B31.1 code for installation of piping systems and ASME Section IX for welding materials and procedures.
- B. Maintain one copy of each document on site.



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1.7 QUALIFICATIONS

- A. Manufacturer: Company specializing in manufacturing products specified in this section with minimum three years experience.
- B. Installer: Company specializing in performing Work of this section with minimum three years experience.

1.8 DELIVERY, STORAGE, AND HANDLING

- A. See DDC General conditions
- B. Accept expansion joints on site in factory packing with shipping bars and positioning devices intact. Inspect for damage.
- C. Protect equipment from exposure by leaving factory coverings, pipe end protection, and packaging in place until installation.

1.9 WARRANTY

- A. See DDC General Conditions.
- B. Furnish five year manufacturer warranty for leak free performance of packed expansion joints.

1.10 EXTRA MATERIALS

- A. See DDC General Conditions.
- B. Supply two 12 ounce containers of packing lubricant and cartridge style grease gun.

PART 2 PRODUCTS

2.1 FLEXIBLE PIPE CONNECTORS

- A. Steel Piping:
 - 1. Inner Hose: Stainless Steel Bronze.
 - 2. Exterior Sleeve: Double braided stainless steel.
 - 3. Pressure Rating: 450 degrees F 200 psig and 250 degrees F
 - 4. Joint: Flanged.
 - 5. Size: Use pipe-sized units.
 - 6. Maximum offset: 3/4 inch on each side of installed center line.
- B. Copper Piping:
 - 1. Inner Hose: Bronze.



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2. Exterior Sleeve: Braided bronze.
3. Pressure Rating: 200 psig WOG and 250 degrees F.
4. Joint: As specified for pipe joints
5. Size: Use pipe sized units.
6. Maximum offset: 3/4 inch on each side of installed center line.

2.2 EXPANSION JOINTS

- A. Stainless Steel Bellows Type:
 1. Pressure Rating: 200 psig WOG and 250 degrees F.
 2. Maximum Compression: 1-3/4 inch.
 3. Maximum Extension: 1/4 inch.
 4. Joint: As specified for pipe joints.
 5. Size: Use pipe sized units.
 6. Application: Steel piping 3 inches and smaller.
- B. External Ring Controlled Stainless Steel Bellows Type:
 1. Pressure Rating: 200 psig WOG and 250 degrees F
 2. Maximum Compression: 15/16 inch.
 3. Maximum Extension: 5/16 inch.
 4. Maximum Offset: 1/8 inch.
 5. Joint: Flanged.
 6. Size: Use pipe sized units.
 7. Accessories: Internal flow liner.
 8. Application: Steel piping 3 inch and larger.
- C. Two-ply Bronze Bellows Type:
 1. Construction: Bronze with anti-torque device, limit stops, internal guides.
 2. Pressure Rating: 200 psi WOG and 250 degrees F.
 3. Maximum Compression: 1-3/4 inch.
 4. Maximum Extension: 1/4 inch.
 5. Joint: As specified for pipe joints.
 6. Size: Use pipe sized units.
 7. Application: Copper piping.
- D. Copper with Packed Sliding Sleeve:
 1. Maximum Temperature: 250 degrees F.
 2. Joint: As specified for pipe joints.
 3. Size: Use pipe sized units.
 4. Copper or steel piping 2 inches and larger.
 5. Application: Copper or steel piping 2 inch and larger.



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2.3 ACCESSORIES

- A. Pipe Alignment Guides: Two piece welded steel with enamel paint, bolted, with spider to fit standard pipe, frame with four mounting holes, clearance for minimum 1 inch thick insulation, minimum 3 inch travel.

PART 3 EXECUTION

3.1 INSTALLATION

- A. Install Work in accordance with ASME B31.1.
- B. Install flexible connectors at right angles to displacement. Install one end immediately adjacent to isolated equipment and anchor other end. Install in horizontal plane unless indicated otherwise.
- C. Rigidly anchor pipe to building structure. Provide pipe guides to direct movement only along axis of pipe. Erect piping so strain and weight is not on cast connections or apparatus.
- D. Provide support and anchors for controlling expansion and contraction of piping. Provide loops, pipe offsets, and swing joints, or expansion joints where required. Refer to Section 22 05 29 for pipe hanger installation requirements.
- E. Provide grooved piping systems with minimum one joint per inch pipe diameter instead of flexible connector supported by vibration isolation. Grooved piping systems need not be anchored.

3.2 MANUFACTURER'S FIELD SERVICES

- A. Furnish inspection services by flexible pipe manufacturer's representative for final installation and certify installation is in accordance with manufacturer's recommendations and connectors are performing satisfactorily.

END OF SECTION



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SECTION 23 05 23 - GENERAL-DUTY VALVES FOR HVAC PIPING

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes:

1. Gate valves.
2. Ball valves.
3. Plug valves.
4. Check valves.

B. Related Sections:

1. Section 23 05 03 - Pipes and Tubes for HVAC Piping and Equipment: Product and installation requirements for piping materials applying to various system types.
2. Section 23 05 29 - Hangers and Supports for HVAC Piping and Equipment: Product and installation requirements for pipe hangers and supports.
Section 23 07 00 - HVAC Insulation: Product and installation requirements for insulation for valves.
3. Section 23 22 13 - Steam and Condensate Heating Piping: Product and installation requirements for piping used in steam and steam condensate piping systems.
4. Section 23 22 16 - Steam and Condensate Piping Specialties: Product and installation requirements for piping specialties used in steam and steam condensate, piping systems.

1.2 REFERENCES

A. ASTM International:

1. ASTM A216/A216M - Standard Specification for Steel Castings, Carbon, Suitable for Fusion Welding, for High-Temperature Service.
2. ASTM D1784 - Standard Specification for Rigid Poly.
3. ASTM D4101 - Standard Specification for Propylene Injection and Extrusion Materials.

B. Manufacturers Standardization Society of the Valve and Fittings Industry:

1. MSS SP 67 - Butterfly Valves.
2. MSS SP 70 - Cast Iron Gate Valves, Flanged and Threaded Ends.
3. MSS SP 71 - Cast Iron Swing Check Valves, Flanged and Threaded Ends.
4. MSS SP 78 - Cast Iron Plug Valves, Flanged and Threaded Ends.
5. MSS SP 80 - Bronze Gate, Globe, Angle and Check Valves.



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6. MSS SP 85 - Cast Iron Globe & Angle Valves, Flanged and Threaded.
7. MSS SP 110 - Ball Valves Threaded, Socket-Welding, Solder Joint, Grooved and Flared Ends.

- C. Underwriters Laboratories Inc.:
 1. UL 842 - Valves for Flammable Fluids.

1.3 SUBMITTALS

- A. See DDC General Conditions.
- B. Product Data: Submit manufacturers catalog information with valve data and ratings for each service.
- C. Manufacturer's Installation Instructions: Submit hanging and support methods, joining procedures.
- D. Manufacturer's Certificate: Certify products meet or exceed specified requirements.

1.4 CLOSEOUT SUBMITTALS

- A. See DDC General Conditions.
- B. Project Record Documents: Record actual locations of valves.
- C. Operation and Maintenance Data: Submit installation instructions, spare parts lists, exploded assembly views.

1.5 QUALITY ASSURANCE

- A. Maintain one copy of each document on site.

1.6 QUALIFICATIONS

- A. Manufacturer: Company specializing in manufacturing Products specified in this section with minimum three years experience.
- B. Installer: Company specializing in performing work of this section with minimum three years experience.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. See DDC General Conditions.



- B. Accept valves on site in shipping containers with labeling in place. Inspect for damage.
- C. Provide temporary protective coating on cast iron and steel valves.

1.8 ENVIRONMENTAL REQUIREMENTS

- A. See DDC General Conditions.
- B. Do not install valves underground when bedding is wet or frozen.

1.9 WARRANTY

- A. See DDC General Conditions.
- B. Furnish five year manufacturer warranty for valves excluding packing.

1.10 EXTRA MATERIALS

- A. See DDC General Conditions.
- B. Furnish two packing kits for each size valve.

PART 2 PRODUCTS

2.1 GATE VALVES

- A. Manufacturers:
 - 1. Crane Valve, North America
 - 2. Hammond Valve Model
 - 3. Milwaukee Valve Company.
 - 4. NIBCO, Inc. Model.
 - 5. Stockham Valves & Fittings.
- B. 2 inches and Smaller: MSS SP 80, Class 150, bronze body, bronze trim, threaded union bonnet, rising stem, inside screw.
- C. 2-1/2 inches and Larger: MSS SP 70, Class 125, cast iron body, bronze trim, rising stem, hand-wheel, outside screw and yoke, solid wedge disc with bronze seat rings, flanged ends.

2.2 BALL VALVES

- A. Manufacturers:



1. Crane Valve, North America
 2. Hammond Valve Model
 3. Milwaukee Valve Company.
 4. NIBCO, Inc. Model.
 5. Stockham Valves & Fittings.
- B. 2 inches and Smaller: MSS SP 110, Class 150, bronze, three piece body, type 316 stainless steel ball, full port, teflon seats, blow-out proof stem, threaded ends, lever handle locking lever handle.
- C. 1/4 inch to 1 inch: MSS SP 110, Class 125, two piece, threaded ends, bronze body, chrome plated bronze ball, reinforced teflon seats, blow-out proof stem, lever handle, UL 842 listed for flammable liquids and LPG, full port.
- D. 1-1/4 inch to 3 inch: MSS SP 110, Class 125, two piece, threaded ends, bronze body, chrome plated bronze ball, reinforced teflon seats, blow-out proof stem, lever handle, UL 842 listed for flammable liquids and LPG, conventional port.

2.3 PLUG VALVE

- A. Manufacturers:
1. Crane Valve, North America
 2. Hammond Valve Model
 3. Milwaukee Valve Company.
 4. NIBCO, Inc. Model.
 5. Stockham Valves & Fittings.
- B. 2 inches and Smaller: MSS SP 78, Class 150, semi-steel construction, round port, full pipe area regular opening, and pressure lubricated, teflon packing, threaded ends. Furnish one plug valve wrench for every ten plug-valves with minimum of one wrench.
- C. 2-1/2 inches and Larger: MSS SP 78, Class 150, semi-steel construction, round port, full pipe area regular opening, pressure lubricated, teflon packing, flanged ends.

2.4 CHECK VALVES

- A. Manufacturers:
1. Crane Valve, North America
 2. Hammond Valve Model
 3. Milwaukee Valve Company.



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4. NIBCO, Inc. Model.
5. Stockham Valves & Fittings.

- B. 2 inches and Smaller: MSS SP 80, Class 200, bronze body and cap, Y-pattern, bronze regrinding disc, threaded ends.
- C. 2-1/2 inches and Larger: MSS SP 71, Class 250, cast iron body, bolted cap, bronze or cast iron disc, flanged ends.

2.5 SPRING LOADED CHECK VALVE

A. Manufacturers:

1. Crane Valve, North America
2. Hammond Valve Model
3. Milwaukee Valve Company.
4. NIBCO, Inc. Model.
5. Stockham Valves & Fittings.

- B. 2 inches and Smaller: MSS SP 80, Class 250, bronze body, in-line spring lift check, silent closing, teflon disc, integral seat, threaded ends.
- C. 2-1/2 inches and larger: MSS SP 71, Class 125, globe style, cast iron body, bronze seat, center guided bronze disc, stainless steel spring and screws, flanged ends.

PART 3 EXECUTION

3.1 EXAMINATION

- A. See DDC General Conditions.
- B. Verify piping system is ready for valve installation.

3.2 INSTALLATION

- A. For installation of valves in steam and steam condensate piping systems refer to Section 23 22 13.

3.3 VALVE APPLICATIONS

- A. Install shutoff and drain valves at locations indicated on Drawings in accordance with this Section.



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- B. Install ball valves for shut-off and to isolate equipment, part of systems, or vertical risers.
- C. Install ball and gate valves in heating for shut-off service.
- D. Install ball butterfly valves in heating systems for throttling service.

END OF SECTION



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SECTION 23 05 29- HANGERS AND SUPPORTS FOR HVAC PIPING AND EQUIPMENT

PART 1 GENERAL

1.1 SUMMARY

- A. Related Sections:
1. Section 07 84 13 – Penetration firestopping product requirements for firestopping for placement by this section.
 2. Section 07 92 00 - Joint Sealants product requirements for sealant materials for placement by this section.
 3. Section 09 91 00 – Painting- Product and execution requirements for painting specified by this section.
 4. Section 23 05 03 - Pipes and Tubes for HVAC Piping and Equipment: Execution requirements for placement of hangers and supports specified by this section.
 5. Section 23 05 48 - Vibration and Seismic Controls for HVAC Piping and Equipment: Product and execution requirements for vibration isolators.
 6. Section 23 22 13 - Steam and Condensate Heating Piping: Execution requirements for placement of hangers and supports specified by this section.

1.2 REFERENCES

- A. American Society of Mechanical Engineers:
1. ASME B31.1 - Power Piping.
 2. ASME B31.5 - Refrigeration Piping.
 3. ASME B31.9 - Building Services Piping.
- B. ASTM International:
1. ASTM E84 - Test Method for Surface Burning Characteristics of Building Materials.
 2. ASTM E119 - Method for Fire Tests of Building Construction and Materials.
 3. ASTM E814 - Test Method of Fire Tests of Through Penetration Firestops.
 4. ASTM F708 - Standard Practice for Design and Installation of Rigid Pipe Hangers.
 5. ASTM E1966 - Standard Test Method for Fire-Resistive Joint Systems.
- C. American Welding Society:
1. AWS D1.1 - Structural Welding Code - Steel.



- D. FM Global:
 - 1. FM - Approval Guide, A Guide to Equipment, Materials & Services Approved By Factory Mutual Research For Property Conservation.
- E. Manufacturers Standardization Society of the Valve and Fittings Industry:
 - 1. MSS SP 58 - Pipe Hangers and Supports - Materials, Design and Manufacturer.
 - 2. MSS SP 69 - Pipe Hangers and Supports - Selection and Application.
 - 3. MSS SP 89 - Pipe Hangers and Supports - Fabrication and Installation Practices.
- F. Underwriters Laboratories Inc.:
 - 1. UL 263 - Fire Tests of Building Construction and Materials.
 - 2. UL 723 - Tests for Surface Burning Characteristics of Building Materials.
 - 3. UL 1479 - Fire Tests of Through-Penetration Firestops.
 - 4. UL 2079 - Tests for Fire Resistance of Building Joint Systems.
 - 5. UL - Fire Resistance Directory.
- G. Intertek Testing Services (Warnock Hersey Listed):
 - 1. WH - Certification Listings.
 - 2. UL - Underwriters Laboratory
 - 3. CG - Certifi Group

1.3 DEFINITIONS

- A. Firestopping (Through-Penetration Protection System): Sealing or stuffing material or assembly placed in spaces between and penetrations through building materials to arrest movement of fire, smoke, heat, and hot gases through fire rated construction.

1.4 SYSTEM DESCRIPTION

- A. Firestopping Materials: ASTM and UL listed to achieve fire ratings of adjacent.
- B. Surface Burning: ASTM E84 UL 723 with maximum flame spread / smoke developed rating of 25/450.
- C. Firestop interruptions to fire rated assemblies, materials, and components.

1.5 PERFORMANCE REQUIREMENTS

- A. Firestopping:
 - 1. Conform to applicable code for fire resistance ratings and surface burning characteristics.



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2. Firestopping: Provide certificate of compliance from authority having jurisdiction indicating approval of materials used.

1.6 SUBMITTALS

- A. See DDC General Conditions
- B. Shop Drawings: Indicate system layout with location including critical dimensions, sizes, and pipe hanger and support locations and detail of trapeze hangers.
- C. Product Data:
 1. Hangers and Supports: Submit manufacturers catalog data including load capacity.
 2. Firestopping: Submit data on product characteristics, performance and limitation criteria.
- D. Firestopping Schedule: Submit schedule of opening locations and sizes, penetrating items, and required listed design numbers to seal openings to maintain fire resistance rating of adjacent assembly.
- E. Engineering Data: Indicate load carrying capacity of trapeze, multiple pipe, and riser support hangers. Indicate calculations used to determine load carrying capacity of trapeze, multiple pipe, and riser support hangers. Submit sizing methods calculations sealed by a registered professional engineer.
- F. Manufacturer's Installation Instructions:
 1. Hangers and Supports: Submit special procedures and assembly of components.
 2. Firestopping: Submit preparation and installation instructions.
- G. Manufacturer's Certificate: Certify products meet or exceed specified requirements.

1.7 QUALITY ASSURANCE

- A. Through Penetration Firestopping of Fire Rated Assemblies: UL 1479 and ASTM E814 with 0.10 inch water gage minimum positive pressure differential to achieve fire F-Ratings and temperature T-Ratings as indicated on Drawings, but not less than 1-hour.
 1. Wall Penetrations: Fire F-Ratings as indicated on Drawings, but not less than 1-hour.
 2. Floor Penetrations: Fire F-Ratings and temperature T-Ratings as indicated on Drawings, but not less than 1-hour.
 - a. Floor Penetrations Within Wall Cavities: T-Rating is not required.



- B. Through Penetration Firestopping of Non-Fire Rated Floor Assemblies: Materials to resist free passage of flame and products of combustion.
 - 1. Noncombustible Penetrating Items: Noncombustible materials for penetrating items connecting maximum of three stories.
 - 2. Penetrating Items: Materials approved by authorities having jurisdiction for penetrating items connecting maximum of two stories.
- C. Fire Resistant Joints in Fire Rated Floor, Roof, and Wall Assemblies: ASTM E1966 or UL 2079 to achieve fire resistant rating as indicated on Drawings for assembly in which joint is installed.
- D. Fire Resistant Joints Between Floor Slabs and Exterior Walls: ASTM E119 with 0.10 inch water gage minimum positive pressure differential to achieve fire resistant rating as indicated on Drawings for floor assembly.
- E. Surface Burning Characteristics: 25/450 flame spread/smoke developed index when tested in accordance with ASTM E84.
- F. Perform Work in accordance with applicable authority for welding hanger and support attachments to building structure.
- G. Maintain one copy of each document on site.

1.8 QUALIFICATIONS

- A. Manufacturer: Company specializing in manufacturing Products specified in this section with minimum three years documented experience.
- B. Installer: Company specializing in performing Work of this section with minimum three years documented experience.

1.9 DELIVERY, STORAGE, AND HANDLING

- A. See DDC General Conditions
- B. Accept materials on site in original factory packaging, labeled with manufacturer's identification.
- C. Protect from weather and construction traffic, dirt, water, chemical, and damage, by storing in original packaging.

1.10 ENVIRONMENTAL REQUIREMENTS

- A. See DDC General Conditions



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- B. Do not apply firestopping materials when temperature of substrate material and ambient air is below 60 degrees F.
- C. Maintain this minimum temperature before, during, and for minimum 3 days after installation of firestopping materials.

1.11 FIELD MEASUREMENTS

- A. Verify field measurements prior to fabrication.

1.12 WARRANTY

- A. See DDC General Conditions
- B. Furnish five year manufacturer warranty for pipe hangers and supports.

PART 2 PRODUCTS

2.1 PIPE HANGERS AND SUPPORTS

- A. Manufacturers:
 - 1. Carpenter & Paterson Inc.
 - 2. Creative Systems Inc.
 - 3. Flex-Weld, Inc.
 - 4. Glope Pipe Hanger Products Inc.
 - 5. Michigan Hanger Co.
 - 6. Superior Valve Co.
- B. Hydronic Piping:
 - 1. Conform to ASME B31.9 ASTM F708.
 - 2. Hangers for Pipe Sizes 1/2 to 1-1/2 inch: Malleable iron, adjustable swivel, split ring.
 - 3. Hangers for Cold Pipe Sizes 2 inches and Larger: Carbon steel, adjustable, clevis.
 - 4. Hangers for Hot Pipe Sizes 2 to 4 inches: Carbon steel, adjustable, clevis.
 - 5. Multiple or Trapeze Hangers: Steel channels with welded spacers and hanger rods.
 - 6. Wall Support for Pipe Sizes 3 inches and Smaller: Cast iron hooks.
 - 7. Vertical Support: Steel riser clamp.
 - 8. Floor Support for Cold Pipe: Cast iron adjustable pipe saddle, lock nut, nipple, floor flange, and concrete pier or steel support.



9. Floor Support for Hot Pipe Sizes 4 Inches and Smaller: Cast iron adjustable pipe saddle, lock nut, nipple, floor flange, and concrete pier or steel support.
10. Copper Pipe Support: Copper-plated, carbon steel ring.

C. Steam and Steam Condensate Piping:

1. Conform to ASME B31.1, ASME B31.9, ASTM F708.
2. Hangers for Pipe Sizes 1/2 to 1-1/2 inch: Malleable iron, adjustable swivel, split ring.
3. Hangers for Pipe Sizes 2 to 4 inches: Carbon steel, adjustable, clevis.
4. Multiple or Trapeze Hangers for Pipe Sizes 4 inches and Smaller: Steel channels with welded spacers and hanger rods.
5. Wall Support for Pipe Sizes 3 inches and Smaller: Cast iron hooks.

2.2 ACCESSORIES

- A. Hanger Rods: Mild steel threaded both ends, threaded on one end, or continuous threaded.

2.3 INSERTS

- A. Inserts: Malleable iron case of steel shell and expander plug for threaded connection with lateral adjustment, top slot for reinforcing rods, lugs for attaching to forms; size inserts to suit threaded hanger rods.

2.4 FLASHING

- A. Metal Flashing: 26 gage thick galvanized steel.
- B. Metal Counter flashing: 22 gage thick galvanized steel.
- C. Caps: Steel, 22 gage minimum; 16 gage at fire resistant elements.

2.5 SLEEVES

- A. Sleeves for Pipes Through Non-fire Rated Floors: 18 gage thick galvanized steel.
- B. Sleeves for Pipes Through Non-fire Rated Beams, Walls, Footings, and Potentially Wet Floors: Steel pipe or 18 gage thick galvanized steel.
- C. Sleeves for Round Ductwork: Galvanized steel.
- D. Sleeves for Rectangular Ductwork: Galvanized steel or wood.



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E. Sealant: Acrylic; refer to Section 07 92 00.

2.6 MECHANICAL SLEEVE SEALS

A. Product Description: Modular mechanical type, consisting of interlocking synthetic rubber links shaped to continuously fill annular space between object and sleeve, connected with bolts and pressure plates causing rubber sealing elements to expand when tightened, providing watertight seal and electrical insulation.

2.7 FORMED STEEL CHANNEL

A. Product Description: Galvanized 12 gage thick steel. With holes 1-1/2 inches on center.

2.8 FIRESTOPPING

A. Product Description: Different types of products by multiple manufacturers are acceptable as required to meet specified system description and performance requirements; provide only one type for each similar application.

1. Silicone Firestopping Elastomeric Firestopping: Multiple component silicone elastomeric compound and compatible silicone sealant.
2. Foam Firestopping Compounds: Multiple component foam compound.
3. Formulated Firestopping Compound of Incombustible Fibers: Formulated compound mixed with incombustible non-asbestos fibers.
4. Fiber Stuffing and Sealant Firestopping: Composite of mineral fiber stuffing insulation with silicone elastomer for smoke stopping.
5. Mechanical Firestopping Device with Fillers: Mechanical device with incombustible fillers and silicone elastomer, covered with sheet stainless steel jacket, joined with collars, penetration sealed with flanged stops.
6. Intumescent Firestopping: Intumescent putty compound which expands on exposure to surface heat gain.
7. Firestop Pillows: Formed mineral fiber pillows.

B. Color: Dark gray As selected from manufacturer's full range of colors.

2.9 FIRESTOPPING ACCESSORIES

A. Primer: Type recommended by firestopping manufacturer for specific substrate surfaces and suitable for required fire ratings.

B. Installation Accessories: Provide clips, collars, fasteners, temporary stops or dams, and other devices required to position and retain materials in place.



- C. Furnish UL listed products or products tested by independent testing laboratory. Select products with rating not less than rating of wall or floor being penetrated.
- D. Non-Rated Surfaces:
 - 1. Stamped steel, chrome plated, hinged, split ring escutcheons or floor plates or ceiling plates for covering openings in occupied areas where piping is exposed.
 - 2. For exterior wall openings below grade, furnish mechanical sealing device to continuously fill annular space between piping and cored opening or water-stop type wall sleeve.

PART 3 EXECUTION

3.1 EXAMINATION

- A. See DDC General Conditions
- B. Verify openings are ready to receive sleeves.
- C. Verify openings are ready to receive firestopping.

3.2 PREPARATION

- A. Clean substrate surfaces of dirt, dust, grease, oil, loose material, or other matter affecting bond of firestopping material.
- B. Remove incompatible materials affecting bond.
- C. Install damming materials to arrest liquid material leakage.

3.3 INSTALLATION - INSERTS

- A. Install inserts for placement in concrete forms.
- B. Install inserts for suspending hangers from reinforced concrete slabs and sides of reinforced concrete beams.
- C. Provide hooked rod to concrete reinforcement section for inserts carrying pipe 4 inches and larger.
- D. Where concrete slabs form finished ceiling, locate inserts flush with slab surface.
- E. Where inserts are omitted, drill through concrete slab from below and provide through-bolt with recessed square steel plate and nut flush with top of slab.



3.4 INSTALLATION - PIPE HANGERS AND SUPPORTS

- A. Install in accordance with ASME B31.1.
- B. Support horizontal piping as scheduled.
- C. Install hangers with minimum 1/2 inch space between finished covering and adjacent work.
- D. Place hangers within 12 inches of each horizontal elbow.
- E. Use hangers with 1-1/2 inch minimum vertical adjustment.
- F. Support vertical piping at every other floor.
- G. Where piping is installed in parallel and at same elevation, provide multiple pipe or trapeze hangers.
- H. Support riser piping independently of connected horizontal piping.
- I. Provide copper plated hangers and supports for copper piping.
- J. Provide hangers for pipe movement without disengagement of supported pipe.
- K. Prime coat exposed steel hangers and supports. Refer to Section 09 90 00. Hangers and supports located in crawl spaces, pipe shafts, and suspended ceiling spaces are not considered exposed.
- L. Provide clearance in hangers and from structure and other equipment for installation of insulation. Refer to Section 22 07 00.

3.5 INSTALLATION - FLASHING

- A. Provide flexible flashing and metal Counterflashing where piping and ductwork penetrate weather or waterproofed walls, floors, and roofs.
- B. Provide acoustical lead flashing around ducts and pipes penetrating equipment rooms for sound control.
- C. Adjust storm collars tight to pipe with bolts; caulk around top edge. Use storm collars above roof jacks. Screw vertical flange section to face of curb.

3.6 INSTALLATION - SLEEVES



- A. Exterior watertight entries: Seal with mechanical sleeve seals.
- B. Set sleeves in position in forms. Provide reinforcing around sleeves.
- C. Size sleeves large enough to allow for movement due to expansion and contraction. Provide for continuous insulation wrapping.
- D. Extend sleeves through floors 1 inch above finished floor level. Caulk sleeves.
- E. Where piping or ductwork penetrates floor, ceiling, or wall, close off space between pipe or duct and adjacent work with stuffing. Provide close fitting metal collar or escutcheon covers at both sides of penetration.

3.7 INSTALLATION - FIRESTOPPING

- A. Install material at fire rated construction perimeters and openings containing penetrating sleeves, piping, ductwork, and other items, requiring firestopping.
- B. Apply primer where recommended by manufacturer for type of firestopping material and substrate involved, and as required for compliance with required fire ratings.
- C. Apply firestopping material in sufficient thickness to achieve required fire and smoke rating, to uniform density and texture.
- D. Non-Rated Surfaces:
 - 1. Seal opening through non-fire rated wall and partition as follows:
 - a. Install sleeve through opening and extending beyond minimum of 1 inch on both sides of building element.
 - b. Size sleeve allowing minimum of 1 inch void between sleeve and building element.
 - 2. Install escutcheons floor plates or ceiling plates where conduit, penetrates non-fire rated surfaces in occupied spaces. Occupied spaces include rooms with finished ceilings and where penetration occurs below finished ceiling.
 - 3. Exterior wall openings below grade: Assemble rubber links of mechanical sealing device to size of piping and tighten in place, in accordance with manufacturer's instructions.
 - 4. Interior partitions: Seal pipe penetrations. Apply sealant to both sides of penetration to completely fill annular space between sleeve and conduit.

3.8 FIELD QUALITY CONTROL

- A. See DDC General Conditions



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- B. Inspect installed firestopping for compliance with specifications and submitted schedule.

3.9 CLEANING

- A. See DDC General Conditions
- B. Clean adjacent surfaces of firestopping materials.

3.10 PROTECTION OF FINISHED WORK

- A. See DDC General Conditions
- B. Protect adjacent surfaces from damage by material installation.

END OF SECTION



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SECTION 23 05 48 - VIBRATION AND SEISMIC CONTROLS FOR HVAC PIPING AND EQUIPMENT

PART 1 GENERAL

1.1 SUMMARY

A. Related Sections:

1. Section 07 92 00 – Joint Sealant Product requirements for joint sealers specified for placement by this section.
2. Section 23 05 16 - Expansion Fittings and Loops for HVAC Piping: Product requirements for anchors and piping expansion compensation.
3. Section 23 05 29 - Hangers and Supports for HVAC Piping and Equipment: Product requirements for pipe hangers and supports.
4. Section 23 05 93 - Testing, Adjusting, and Balancing for HVAC: Requirements for sound and vibration measurements performed independent of this section.
5. Section 23 33 00 - Air Duct Accessories: Product requirements for both solid and flexible duct connectors for duct silencers specified for placement by this section.

1.2 REFERENCES

A. Air Movement and Control Association International, Inc.:

1. AMCA 300 - Reverberant Room Method for Sound Testing of Fans.

B. American National Standards Institute:

1. ANSI S1.4 - Sound Level Meters.
2. ANSI S1.8 - Reference Quantities for Acoustical Levels.
3. ANSI S1.13 - Methods for the Measurement of Sound Pressure Levels in Air.
4. ANSI S12.36 - Survey Methods for the Determination of Sound Power Levels of Noise Sources.

C. Air-Conditioning and Refrigeration Institute:

1. ARI 575 - Method of Measuring Machinery Sound within Equipment Space.

D. American Society of Heating, Refrigerating and Air Conditioning:

1. ASHRAE 68 - Laboratory Method of Testing In-Duct Sound Power Measurement Procedure for Fans.
2. ASHRAE Handbook - HVAC Applications.

E. ASTM International:

1. ASTM E90 - Standard Test Method for Laboratory Measurement of Airborne Sound Transmission Loss of Building Partitions and Elements.



2. ASTM E477 - Standard Test Method for Measuring Acoustical and Airflow Performance of Duct Liner Materials and Prefabricated Silencers.
3. ASTM E596 - Standard Test Method for Laboratory Measurement of the Noise Reduction of Sound-Isolating Enclosures.

- F. Sheet Metal and Air Conditioning Contractors' National Association:
1. SMACNA - HVAC Duct Construction Standard - Metal and Flexible.

1.3 PERFORMANCE REQUIREMENTS

- A. Provide vibration isolation on motor driven equipment over 0.5 hp, plus connected piping and ductwork.
- B. Provide minimum static deflection of isolators for equipment as follows:
1. Basement, Under 20 hp.
 1. Under 400 rpm:
 2. 400 - 600 rpm: 1 inch
 3. 600 - 800 rpm: 0.5 inch
 4. 800 - 900 rpm: 0.2 inch
 5. 1100 - 1500 rpm: 0.14 inch
 6. Over 1500 rpm: 0.1 inch
 2. Upper Floors, Normal
 1. Under 400 rpm:
 2. 400 - 600 rpm: 3.5 inch
 3. 600 - 800 rpm: 2 inch
 4. 800 - 900 rpm: 1 inch
 5. 1100 - 1500 rpm: 0.5 inch
 6. Over 1500 rpm: 0.2 inch
 3. Upper Floors, Critical
 1. Under 400 rpm:
 2. 400 - 600 rpm:
 3. 600 - 800 rpm: 3.5 inch
 4. 800 - 900 rpm: 2 inch
 5. 1100 - 1500 rpm: 1 inch
 6. Over 1500 rpm: 0.5 inch
- C. Consider upper floor locations critical unless otherwise indicated.
- D. Maintain sound level of spaces at levels not to exceed those listed below by utilizing acoustical devices.
- E. Maintain rooms at following maximum sound levels, in Noise Criteria (NC) as defined by ASHRAE Handbook, HVAC Applications.
1. Offices



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- a. Executive: 30
- b. Conference rooms: 30
- c. Private: 35
- d. Open-plan areas: 35
- e. Computer/business machine areas: 40
- f. Public circulation: 40

1.4 SUBMITTALS

- A. See DDC General Conditions -
- B. Shop Drawings: Indicate inertia bases and locate vibration isolators, with static and dynamic load on each. Indicate assembly, materials, thickness, dimensional data, pressure losses, acoustical performance, layout, and connection details for sound attenuation products fabricated for this project.
- C. Product Data: Submit schedule of vibration isolator type with location and load on each. Submit catalog information indicating, materials, dimensional data, pressure losses, and acoustical performance for standard sound attenuation products.
- D. Engineering Data: Submit calculations indicating maximum room sound levels are not exceeded.
- E. Test Reports: Indicate acoustic housings meet or exceed specified sound transmission loss values.
- F. Manufacturer's Installation Instructions: Submit special procedures and setting dimensions. Indicate installation requirements maintaining integrity of sound isolation.
- G. Manufacturer's Certificate: Certify isolators meet or exceed specified requirements.
- H. Manufacturer's Field Reports: Indicate sound isolation installation is complete and in accordance with instructions.

1.5 CLOSEOUT SUBMITTALS

- A. See DDC General Conditions.
- B. Record actual locations of hangers including attachment points.

1.6 QUALITY ASSURANCE

- A. Perform Work in accordance with all standards and recommendations of ASHRAE 68.
- B. Maintain one copy of each document on site.



1.7 QUALIFICATIONS

- A. Manufacturer: Company specializing in manufacturing products specified in this section with minimum three years documented experience.
- B. Installer: Company specializing in performing Work of this section with minimum three years documented experience.

1.8 FIELD MEASUREMENTS

- A. Verify field measurements prior to fabrication.

1.9 WARRANTY

- A. See DDC General Conditions.
- B. Furnish five year manufacturer warranty for inertia bases.

PART 2 PRODUCTS

2.1 STRUCTURAL BASES:

- A. Manufacturers:
 - 1. Mason Industries Inc.
 - 2. Vibration Eliminator Co., Inc.
 - 3. Vibration Mountings and Controls/ Korfund.
 - 4. Approved Equal
- B. Engineering: Sufficiently rigid to prevent misalignment or undue stress on machine, and to transmit design loads to isolators and snubbers.
- C. Construction: Welded structural steel with gusset brackets, supporting equipment and motor with motor slide rails.

2.2 VIBRATION ISOLATORS

- A. Open Spring Isolators:
 - 1. For Exterior and Humid Areas: Furnish hot dipped galvanized housings and neoprene coated springs.
 - 2. Code: Color code springs for load carrying capacity.



3. Springs: Minimum horizontal stiffness equal to 75 percent vertical stiffness, with working deflection between 0.3 and 0.6 of maximum deflection.
4. Spring Mounts: Furnish with leveling devices, minimum 0.25 inch thick neoprene sound pads, and zinc chromate plated hardware.
5. Sound Pads: Size for minimum deflection of 0.05 inch; meet requirements for neoprene pad isolators.

B. Spring Isolators:

1. For Exterior and Humid Areas: Furnish hot dipped galvanized housings and neoprene coated springs.
2. Code: Color code springs for load carrying capacity.
3. Springs: Minimum horizontal stiffness equal to 75 percent vertical stiffness, with working deflection between 0.3 and 0.6 of maximum deflection.
4. Spring Mounts: Furnish with leveling devices, minimum 0.25 inch (6 mm) thick neoprene sound pads, and zinc chromate plated hardware.
5. Sound Pads: Size for minimum deflection of 0.05 inch (1.2 mm); meet requirements for neoprene pad isolators.

C. Restrained Spring Isolators:

1. For Exterior and Humid Areas: Furnish hot dipped galvanized housings and neoprene coated springs.
2. Code: Color code springs for load carrying capacity.
3. Springs: Minimum horizontal stiffness equal to 75 percent vertical stiffness, with working deflection between 0.3 and 0.6 of maximum deflection.
4. Spring Mounts: Furnish with leveling devices, minimum 0.25 inch (6 mm) thick neoprene sound pads, and zinc chromate plated hardware.
5. Sound Pads: Size for minimum deflection of 0.05 inch (1.2 mm); meet requirements for neoprene pad isolators.
6. Restraint: Furnish mounting frame and limit stops.

D. Closed Spring Isolators:

1. For Exterior and Humid Areas: Furnish hot dipped galvanized housings and neoprene coated springs.
2. Code: Color code springs for load carrying capacity.
3. Type: Closed spring mount with top and bottom housing separated with neoprene rubber stabilizers.
4. Springs: Minimum horizontal stiffness equal to 75 percent vertical stiffness, with working deflection between 0.3 and 0.6 of maximum deflection.



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5. Housings: Incorporate neoprene isolation pad meeting requirements for neoprene pad isolators, and neoprene side stabilizers with minimum 0.25 inch (7 mm) clearance.
- E. Spring Hanger:
1. For Exterior and Humid Areas: Furnish hot dipped galvanized housings and neoprene coated springs.
 2. Code: Color code springs for load carrying capacity.
 3. Springs: Minimum horizontal stiffness equal to 75 percent vertical stiffness, with working deflection between 0.3 and 0.6 of maximum deflection.
 4. Housings: Incorporate neoprene isolation pad meeting requirements for neoprene pad isolators.
 5. Misalignment: Capable of 20 degree hanger rod misalignment.
- F. Neoprene Pad Isolators:
1. Rubber or neoprene-waffle pads.
 2. 30 durometer.
 3. Minimum 1/2 inch thick.
 4. Maximum loading 40 psi.
 5. Height of ribs: not to exceed 0.7 times width.
 6. Configuration: Single layer. 1/2 inch thick waffle pads bonded each side of 1/4 inch thick steel plate.
- G. Rubber Mount or Hanger: Molded rubber designed for 0.5 inches deflection with threaded insert.
- H. Glass Fiber Pads: Neoprene jacketed pre-compressed molded glass fiber.
- I. Seismic Snubbers:
1. Type: Non-directional and double acting unit consisting of interlocking steel members restrained by neoprene elements.
 2. Neoprene Elements: Replaceable, minimum of 0.75 inch thick.
 3. Capacity: 4 times load assigned to mount groupings at 0.4 inch deflection.
 4. Attachment Points and Fasteners: Capable of withstanding 3 times rated load capacity of seismic snubber.

PART 3 EXECUTION

3.1 EXAMINATION

- A. See DDC General Conditions.



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- B. Verify equipment, ductwork and piping is installed before work in this section is started.

3.2 EXISTING WORK

- A. Provide access to existing piping and ductwork and other installations remaining active and requiring access.
- B. Extend existing piping and ductwork installations using materials and methods.

3.3 INSTALLATION

- A. Install cross-talk silencers in wall. Caulk wall penetrations; refer to Section 07 92 00.
- B. Lag ductwork, where indicated by wrapping with insulation and covering. Apply covering to be airtight. Do not attach covering rigidly to ductwork.
- C. Attach ductwork to acoustic louvers with flexible duct connections. Refer to Section 23 33 00.
- D. Install isolation for motor driven equipment.
- E. Bases:
 - 1. Set steel bases for 1 inch clearance between housekeeping pad and base.
 - 2. Set concrete inertia bases for 2 inch clearance between housekeeping pad and base.
- F. Adjust equipment level.
- G. Install spring hangers without binding.
- H. On closed spring isolators, adjust so side stabilizers are clear under normal operating conditions.
- I. Prior to making piping connections to equipment with operating weights substantially different from installed weights, block up equipment with temporary shims to final height. When full load is applied, adjust isolators to load to allow shim removal.
- J. Provide pairs of horizontal limit springs on fans with more than 6.0 inch static pressure, and on hanger supported, horizontally mounted axial fans.
- K. Provide resiliently mounted equipment, piping, and ductwork with seismic snubbers. Provide each inertia base with minimum of four seismic snubbers located close to isolators. Snub equipment designated for post disaster use to 0.05 inch maximum clearance. Provide other snubbers with clearance between 0.15 inch and 0.25 inch.



- L. Support piping connections to isolated equipment resiliently for scheduled distance. To nearest flexible pipe connector.
1. Up to 4 inch Diameter: First three points of support.
 2. 5 to 8 inch Diameter: First four points of support.
 3. 10 inch Diameter and Over: First six points of support.
 4. Select three hangers closest to vibration source for minimum 1.0 inch static deflection or static deflection of isolated equipment. Select remaining isolators for minimum 1.0 inch static deflection or 1/2 static deflection of isolated equipment.

3.4 FIELD QUALITY CONTROL

- A. See DDC General Conditions- Field inspecting, testing, adjusting, and balancing.
- B. Inspect isolated equipment after installation and submit report. Include static deflections.
- C. Refer to Section 23 05 93 for sound measurements.
- D. Employ services of testing agency to take noise measurement. Use meters meeting requirements of ANSI S1.4.

END OF SECTION



SECTION 23 05 53- IDENTIFICATION FOR HVAC PIPING AND EQUIPMENT

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Nameplates.
 - 2. Tags.
 - 3. Stencils.
 - 4. Pipe markers.
 - 5. Ceiling tacks.
 - 6. Labels.
 - 7. Lockout devices.
- B. Related Sections:
 - 1. Section 09 91 00- Painting: Execution requirements for painting specified by this section.

1.2 REFERENCES

- A. American Society of Mechanical Engineers:
 - 1. ASME A13.1 - Scheme for the Identification of Piping Systems.

1.3 SUBMITTALS

- A. See DDC General Conditions
- B. Product Data: Submit manufacturers catalog literature for each product required.
- C. Shop Drawings: Submit list of wording, symbols, letter size, and color coding for mechanical identification and valve chart and schedule, including valve tag number, location, function, and valve manufacturer's name and model number.
- D. Samples: Submit two tags, pipe markers, and 3", size used on project.
- E. Manufacturer's Installation Instructions: Indicate installation instructions, special procedures, and installation.
- F. Manufacturer's Certificate: Certify products meet or exceed specified requirements.

1.4 CLOSEOUT SUBMITTALS

- A. See DDC General Conditions



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- B. Project Record Documents: Record actual locations of tagged valves; include valve tag numbers.

1.5 QUALITY ASSURANCE

- A. Conform to ASME A13.1 for color scheme for identification of piping systems and accessories.
- B. Maintain one copy of each document on site.

1.6 QUALIFICATIONS

- A. Manufacturer: Company specializing in manufacturing products specified in this section with minimum three years documented experience.
- B. Installer: Company specializing in performing Work of this section with minimum three years documented experience.

1.7 PRE-INSTALLATION MEETINGS

- A. See DDC General Conditions
- B. Convene minimum one week prior to commencing work of this section.

1.8 FIELD MEASUREMENTS

- A. Verify field measurements prior to fabrication.

1.9 EXTRA MATERIALS

- A. See DDC General Conditions
- B. Furnish two containers of spray-on adhesive.

PART 2 PRODUCTS

2.1 NAMEPLATES

- A. Manufacturers:
 - 1. Craftmark Identification Systems
 - 2. Safety Sign Co.
 - 3. Seton Identification Products
 - 4. Approved Equal



2.2 TAGS

- A. Laminated three-layer plastic with engraved black letters on light contrasting background color. Tag size minimum 1-1/2 inches diameter.
- B. Metal Tags:
 - 1. Aluminum with stamped letters; tag size minimum 1-1/2 inches diameter with finished edges.
- C. Information Tags:
 - 1. Manufacturers:
 - a. Craftmark Identification Systems
 - b. Safety Sign Co.
 - c. Seton Identification Products
 - d. Approved Equal
 - 2. Clear plastic with printed "Danger," "Caution," or "Warning" and message; size 3-1/4 x 5-5/8 inches with grommet and self-locking nylon ties.
- D. Tag Chart: Type written letter size list of applied tags and location in anodized aluminum frame.

2.3 STENCILS

- A. Stencils
 - 1. Craftmark Identification Systems.
 - 2. Safety Sign Co.
 - 3. Seton Identification Products.
 - 4. Approved equal
- B. Approved Equal lean cut symbols and letters of following size:
 - 1. Up to 2 inches Outside Diameter of Insulation or Pipe: 1/2 inch high letters.
 - 2. 2-1/2 to 6 inches Outside Diameter of Insulation or Pipe: 1-inch high letters.
 - 3. Over 6 inches Outside Diameter of Insulation or Pipe: 1-3/4 inches high letters.
 - 4. Ductwork and Equipment: 1-3/4 inches high letters.
- C. Stencil Paint: As specified in Section 09 90 00, semi-gloss enamel, colors and lettering size conform to ASME A13.1.



2.4 PIPE MARKERS

A. Manufacturers:

1. Craftmark Identification Systems.
2. Safety Sign Co.
3. Seton Identification Products.
4. Approved Equal

B. Color and Lettering: Conform to ASME A13.1.

C. Plastic Pipe Markers:

1. Manufacturers:

- a. Craftmark Identification Systems.
- b. Safety Sign Co.
- c. Seton Identification Products.
- d. Approved equal:

Factory fabricated, flexible, semi-rigid plastic, preformed to fit around pipe or pipe covering. Larger sizes may have maximum sheet size with spring fastener.

D. Plastic Tape Pipe Markers:

1. Manufacturers:

- a. Craftmark Identification Systems.
- b. Safety Sign Co.
- c. Seton Identification Products.
- d. Approved Equal:

Flexible, vinyl film tape with pressure sensitive adhesive backing and printed markings.

E. Plastic Underground Pipe Markers:

1. Manufacturers:

- a. Craftmark Identification Systems.
- b. Safety Sign Co.
- c. Seton Identification Products.
- d. Approved equal:

Bright colored continuously printed plastic ribbon tape, minimum 6 inches wide by 4 mill. thick, manufactured for direct burial service.

2.5 CEILING TACKS

A. Description: Steel with 3/4 inch diameter color-coded head.

B. Color code as follows:

1. HVAC equipment: Yellow.

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2. Fire dampers/smoke dampers: Red.
3. Plumbing valves: Green.
4. Heating/cooling valves: Blue.

2.6 LABELS

- A. Description: Aluminum, size 1.9 x 0.75 inches, adhesive backed with printed identification.

2.7 LOCKOUT DEVICES

- A. Anodized aluminum hasp with erasable label surface size minimum 7-1/4 x 3 inches.
- B. Valve Lockout Devices:
 1. Steel device preventing access to valve operator, accepting lock shackle.

PART 3 EXECUTION

3.1 PREPARATION

- A. Degrease and clean surfaces to receive adhesive for identification materials.
- B. Prepare surfaces in accordance with Section 09 91 00 for stencil painting.

3.2 INSTALLATION

- A. Apply stencil painting in accordance with Section 09 91 00.
- B. Install identifying devices after completion of coverings and painting.
- C. Install plastic nameplates with corrosive-resistant mechanical fasteners, or adhesive.
- D. Install labels with sufficient adhesive for permanent adhesion and seal with clear lacquer. For unfinished canvas covering, apply paint primer before applying labels.
- E. Install tags using corrosion resistant chain. Number tags consecutively by location.
- F. Install underground plastic pipe markers 6 to 8 inches below finished grade, directly above buried pipe.

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- G. Identify air handling units, pumps, heat transfer equipment, tanks, and water treatment devices with plastic nameplates. Identify in-line pumps and other small devices with tags.
- H. Identify control panels and major control components outside panels with plastic nameplates.
- I. Identify valves in main and branch piping with tags.
- J. Identify air terminal units and radiator valves with numbered tags.
- K. Tag automatic controls, instruments, and relays. Key to control schematic.
- L. Identify piping, concealed or exposed, with stenciled painting. Identify service, flow direction, and pressure. Install in clear view and align with axis of piping. Locate identification not to exceed 20 feet on straight runs including risers and drops, adjacent to each valve and tee, at each side of penetration of structure or enclosure, and at each obstruction.
- M. Identify ductwork with plastic nameplates. Identify with air handling unit identification number and area served. Locate identification at air handling unit, at each side of penetration of structure or enclosure, and at each obstruction.
- N. Provide ceiling tacks to locate valves or dampers above T-bar type panel ceilings. Locate in corner of panel closest to equipment.

END OF SECTION



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SECTION 23 05 93 - TESTING, ADJUSTING, AND BALANCING FOR HVAC

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
1. Testing, adjusting, and balancing of air systems.
 2. Testing, adjusting, and balancing of and refrigerating systems.
 3. Measurement of final operating condition of HVAC systems.
 4. Sound measurement of equipment operating conditions.
 5. Vibration measurement of equipment operating conditions.

1.2 REFERENCES

- A. Associated Air Balance Council:
1. AABC MN-1 - National Standards for Testing and Balancing Heating, Ventilating, and Air Conditioning Systems.
- B. American Society of Heating, Refrigerating and Air-Conditioning Engineers:
1. ASHRAE 111 - Practices for Measurement, Testing, Adjusting and Balancing of Building Heating, Ventilation, Air-Conditioning and Refrigeration Systems.
- C. Natural Environmental Balancing Bureau:
1. NEBB - Procedural Standards for Testing, Adjusting, and Balancing of Environmental Systems.

1.3 SUBMITTALS

- A. See DDC General Conditions
- B. Prior to commencing Work, submit proof of latest calibration date of each instrument.
- C. Test Reports: Indicate data on AABC MN-1 National Standards for Total System Balance forms, forms prepared by the following: ASHRAE 111, NEBB Report forms containing information indicated in Schedules.



- D. Field Reports: Indicate deficiencies preventing proper testing, adjusting, and balancing of systems and equipment to achieve specified performance.
- E. Prior to commencing Work, submit report forms or outlines indicating adjusting, balancing, and equipment data required. Include detailed procedures, agenda, sample report forms and copy of AABC National Project Performance Guaranty and Copy of NEBB Certificate of Conformance Certification.
- F. Submit draft copies of report for review prior to final acceptance of Project.
- G. Furnish reports in soft cover, letter size, 3-ring binder manuals, complete with table of contents page and indexing tabs, with cover identification at front and side. Include set of reduced drawings with air outlets and equipment identified to correspond with data sheets, and indicating thermostat locations.

1.4 CLOSEOUT SUBMITTALS

- A. See DDC General Conditions
- B. Project Record Documents: Record actual locations of flow measuring station balancing valves and rough setting.
- C. Operation and Maintenance Data: Furnish final copy of testing, adjusting, and balancing report inclusion in operating and maintenance manuals.

1.5 QUALITY ASSURANCE

- A. Perform Work in accordance with AABC MN-1 National Standards for Field Measurement and Instrumentation, Total System Balance ASHRAE 111 NEBB Procedural Standards for Testing, Balancing and Adjusting of Environmental Systems.
- B. Maintain one copy of each document on site.
- C. Prior to commencing Work, calibrate each instrument to be used. Upon completing Work, recalibrate each instrument to assure reliability.

1.6 QUALIFICATIONS

- A. Perform Work under supervision of AABC and Certified Test and Balance Engineer NEBB Certified Testing, Balancing and Adjusting Supervisor registered professional engineer experienced in performance of this Work and licensed in State of New York.



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1.7 PRE-INSTALLATION MEETINGS

- A. See DDC General Conditions
- B. Convene minimum one week prior to commencing work of this section.

1.8 SEQUENCING

- A. See DDC General Conditions
- B. Sequence balancing between completion of systems tested and Date of Substantial Completion.

1.9 SCHEDULING

- A. See DDC General Conditions
- B. Schedule and provide assistance in final adjustment and test of life safety smoke evacuation system with Fire Authority.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

3.1 EXAMINATION

- A. See DDC General Conditions
- B. Verify systems are complete and operable before commencing work. Verify the following:
 - 1. Systems are started and operating in safe and normal condition.
 - 2. Temperature control systems are installed complete and operable.
 - 3. Proper thermal overload protection is in place for electrical equipment.
 - 4. Final filters are clean and in place. If required, install temporary media in addition to final filters.
 - 5. Duct systems are clean of debris.
 - 6. Fans are rotating correctly.
 - 7. Fire and volume dampers are in place and open.
 - 8. Air coil fins are cleaned and combed.
 - 9. Access doors are closed and duct end caps are in place.
 - 10. Air outlets are installed and connected.



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11. Duct system leakage is minimized.
12. Proper strainer baskets are clean and in place or in normal position.
13. Service and balancing valves are open.

3.2 PREPARATION

- A. Furnish instruments required for testing, adjusting, and balancing operations.
- B. Make instruments available to Commissioner to facilitate spot checks during testing.

3.3 INSTALLATION TOLERANCES

- A. Air Handling Systems: Adjust to within plus or minus 10 percent of design.
- B. Air Outlets and Inlets: Adjust total to within plus 10 percent and minus 5 percent of design to space. Adjust outlets and inlets in space to within plus or minus 10 percent of design.
- C. Hydronic Systems: Adjust to within plus or minus 10 percent of design.

3.4 ADJUSTING

- A. See DDC General Conditions
- B. Verify recorded data represents actual measured or observed conditions.
- C. Permanently mark settings of valves, dampers, and other adjustment devices allowing settings to be restored. Set and lock memory stops.
- D. After adjustment, take measurements to verify balance has not been disrupted. If disrupted, verify correcting adjustments have been made.
- E. Report defects and deficiencies noted during performance of services, preventing system balance.
- F. Leave systems in proper working order, replacing belt guards, closing access doors, closing doors to electrical switch boxes, and restoring thermostats to specified settings.
- G. At final inspection, recheck random selections of data recorded in report. Recheck points or areas as selected and witnessed by Commissioner.
- H. Check and adjust systems approximately six months after final acceptance and submit report.

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3.5 AIR SYSTEM PROCEDURE

- A. Adjust air handling and distribution systems to obtain required or design supply, return, and exhaust air quantities.
- B. Make air quantity measurements in main ducts by pitot tube traverse of entire cross sectional area of duct.
- C. Measure air quantities at air inlets and outlets.
- D. Adjust distribution system to obtain uniform space temperatures free from objectionable drafts.
- E. Use volume control devices to regulate air quantities only to extent adjustments do not create objectionable air motion or sound levels. Effect volume control by using volume dampers located in ducts.
- F. Vary total system air quantities by adjustment of fan speeds. Provide sheave drive changes to vary fan speed. Vary branch air quantities by damper regulation.
- G. Provide system schematic with required and actual air quantities recorded at each outlet or inlet.
- H. Measure static air pressure conditions on air supply units, including filter and coil pressure drops, and total pressure across fan. Make allowances for 50 percent loading of filters.
- I. Adjust outside air automatic dampers, outside air, return air, and exhaust dampers for design conditions.
- J. Measure temperature conditions across outside air, return air, and exhaust dampers to check leakage.

3.6 SCHEDULES

- A. Equipment Requiring Testing, Adjusting, and Balancing:
 - 1. Air Cooled Condensing units
 - 2. Air Conditioners.
 - 3. Air Coils.
 - 4. Fan Coil Units.
 - 5. Fans.
 - 6. Air Filters.
 - 7. Air Inlets and Outlets.



B. Report Forms

1. Title Page:
 - a. Name of Testing, Adjusting, and Balancing Agency
 - b. Address of Testing, Adjusting, and Balancing Agency
 - c. Telephone and facsimile numbers of Testing, Adjusting, and Balancing Agency
 - d. Project name
 - e. Project location
 - f. Project Architect
 - g. Project Engineer
 - h. Project Contractor
 - i. Project altitude
 - j. Report date
2. Summary Comments:
 - a. Design versus final performance
 - b. Notable characteristics of system
 - c. Description of systems operation sequence
 - d. Summary of outdoor and exhaust flows to indicate building pressurization
 - e. Nomenclature used throughout report
 - f. Test conditions
3. Instrument List:
 - a. Instrument
 - b. Manufacturer
 - c. Model number
 - d. Serial number
 - e. Range
 - f. Calibration date
4. Electric Motors:
 - a. Manufacturer
 - b. Model/Frame
 - c. HP/BHP and kW
 - d. Phase, voltage, amperage; nameplate, actual, no load
 - e. RPM
 - f. Service factor
 - g. Starter size, rating, heater elements
 - h. Sheave Make/Size/Bore
5. V-Belt Drive:
 - a. Identification/location
 - b. Required driven RPM
 - c. Driven sheave, diameter and RPM
 - d. Belt, size and quantity
 - e. Motor sheave diameter and RPM
 - f. Center to center distance, maximum, minimum, and actual



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6. Air Cooled Condenser:
 - a. Identification/number
 - b. Location
 - c. Manufacturer
 - d. Model number
 - e. Serial number
 - f. Entering DB air temperature, design and actual
 - g. Leaving DB air temperature, design and actual
 - h. Number of compressors

7. Cooling Coil Data:
 - a. Identification/number
 - b. Location
 - c. Service
 - d. Manufacturer
 - e. Air flow, design and actual
 - f. Entering air DB temperature, design and actual
 - g. Entering air WB temperature, design and actual
 - h. Leaving air DB temperature, design and actual
 - i. Leaving air WB temperature, design and actual
 - j. Water flow, design and actual
 - k. Entering air temperature, design and actual
 - l. Leaving air temperature, design and actual
 - m. Saturated suction temperature, design and actual
 - n. Air pressure drop, design and actual

8. Heating Coil Data:
 - a. Identification/number
 - b. Location
 - c. Service
 - d. Manufacturer
 - e. Air flow, design and actual
 - f. Entering air temperature, design and actual
 - g. Leaving air temperature, design and actual
 - h. Air pressure drop, design and actual

9. Air Moving Equipment:
 - a. Location
 - b. Manufacturer
 - c. Model number
 - d. Serial number
 - e. Arrangement/Class/Discharge
 - f. Air flow, specified and actual
 - g. Return air flow, specified and actual
 - h. Outside air flow, specified and actual



- i. Total static pressure (total external), specified and actual
- j. Inlet pressure
- k. Discharge pressure
- l. Sheave Make/Size/Bore
- m. Number of Belts/Make/Size
- n. Fan RPM
- 10. Return Air/Outside Air Data:
 - a. Identification/location
 - b. Design air flow
 - c. Actual air flow
 - d. Design return air flow
 - e. Actual return air flow
 - f. Design outside air flow
 - g. Actual outside air flow
 - h. Return air temperature
 - i. Outside air temperature
 - j. Required mixed air temperature
 - k. Actual mixed air temperature
 - l. Design outside/return air ratio
 - m. Actual outside/return air ratio
- 11. Exhaust Fan Data:
 - a. Location
 - b. Manufacturer
 - c. Model number
 - d. Serial number
 - e. Air flow, specified and actual
 - f. Total static pressure (total external), specified and actual
 - g. Inlet pressure
 - h. Discharge pressure
 - i. Sheave Make/Size/Bore
 - j. Number of Belts/Make/Size
 - k. Fan RPM
- 12. Duct Traverse:
 - a. System zone/branch
 - b. Duct size
 - c. Area
 - d. Design velocity
 - e. Design air flow
 - f. Test velocity
 - g. Test air flow
 - h. Duct static pressure
 - i. Air temperature
 - j. Air correction factor
- 13. Duct Leak Test:



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- a. Description of ductwork under test
- b. Duct design operating pressure
- c. Duct design test static pressure
- d. Duct capacity, air flow
- e. Maximum allowable leakage duct capacity times leak factor
- f. Test apparatus
 - 1) Blower
 - 2) Orifice, tube size
 - 3) Orifice size
 - 4) Calibrated
- g. Test static pressure
- h. Test orifice differential pressure
- i. Leakage
14. Air Distribution Test Sheet:
 - a. Air terminal number
 - b. Room number/location
 - c. Terminal type
 - d. Terminal size
 - e. Area factor
 - f. Design velocity
 - g. Design air flow
 - h. Test (final) velocity
 - i. Test (final) air flow
 - j. Percent of design air flow
15. Sound Level Report:
 - a. Location
 - b. Octave bands - equipment off
 - c. Octave bands - equipment on
 - d. RC level - equipment on
16. Vibration Test:
 - a. Location of points:
 - 1) Fan bearing, drive end
 - 2) Fan bearing, opposite end
 - 3) Motor bearing, center (when applicable)
 - 4) Motor bearing, drive end
 - 5) Motor bearing, opposite end
 - 6) Casing (bottom or top)
 - 7) Casing (side)
 - 8) Duct after flexible connection (discharge)
 - 9) Duct after flexible connection (suction)
 - b. Test readings:
 - 1) Horizontal, velocity and displacement



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- 2) Vertical, velocity and displacement
- 3) Axial, velocity and displacement
- c. Normally acceptable readings, velocity and acceleration
- d. Unusual conditions at time of test
- e. Vibration source (when non-complying)

END OF SECTION



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SECTION 23 07 00 - HVAC INSULATION

PART 1 GENERAL

1.1 SUMMARY

- A. Related Sections:
1. Section 07 84 13 --Penetration-Firestopping: Product requirements for firestopping for placement by this section.
 2. Section 09 90 00 - Painting: Execution requirements for painting insulation jackets and covering specified by this section.

1.2 REFERENCES

- A. ASTM International:
1. ASTM A167 - Standard Specification for Stainless and Heat-Resisting Chromium-Nickel Steel Plate, Sheet, and Strip.
 2. ASTM B209 - Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate.
 3. ASTM B209M - Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate.
 4. ASTM C195 - Standard Specification for Mineral Fiber Thermal Insulating Cement.
 5. ASTM C449/C449M - Standard Specification for Mineral Fiber Hydraulic-Setting Thermal Insulating and Finishing Cement.
 6. ASTM C450 - Standard Practice for Prefabrication and Field Fabrication of Thermal Insulating Fitting Covers for NPS Piping, Vessel Lagging, and Dished Head Segments.
 7. ASTM C533 - Standard Specification for Calcium Silicate Block and Pipe Thermal Insulation.
 8. ASTM C534 - Standard Specification for Preformed Flexible Elastomeric Cellular Thermal Insulation in Sheet and Tubular Form.
 9. ASTM C547 - Standard Specification for Mineral Fiber Pipe Insulation.
 10. ASTM C553 - Standard Specification for Mineral Fiber Blanket Thermal Insulation for Commercial and Industrial Applications.
 11. ASTM C578 - Standard Specification for Rigid, Cellular Polystyrene Thermal Insulation.
 12. ASTM C585 - Standard Practice for Inner and Outer Diameters of Rigid Thermal Insulation for Nominal Sizes of Pipe and Tubing (NPS System).
 13. ASTM C591 - Standard Specification for Unfaced Preformed Rigid Cellular Polyisocyanurate Thermal Insulation.



14. ASTM C612 - Standard Specification for Mineral Fiber Block and Board Thermal Insulation.
 15. ASTM C795 - Standard Specification for Thermal Insulation for Use in Contact with Austenitic Stainless Steel.
 16. ASTM C921 - Standard Practice for Determining the Properties of Jacketing Materials for Thermal Insulation.
 17. ASTM C1071 - Standard Specification for Thermal and Acoustical Insulation (Glass Fiber, Duct Lining Material).
 18. ASTM C1136 - Standard Specification for Flexible, Low Permeance Vapor Retarders for Thermal Insulation.
 19. ASTM C1290 - Standard Specification for Flexible Fibrous Glass Blanket Insulation Used to Externally Insulate HVAC Ducts.
 20. ASTM D1784 - Standard Specification for Rigid Poly (Vinyl Chloride) (PVC) Compounds and Chlorinated Poly (Vinyl Chloride) (CPVC) Compounds.
 21. ASTM D4637 - Standard Specification for EPDM Sheet Used in Single-Ply Roof Membrane.
 22. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials.
 23. ASTM E96 - Standard Test Methods for Water Vapor Transmission of Materials.
 24. ASTM E162 - Standard Test Method for Surface Flammability of Materials Using a Radiant Heat Energy Source.
- B. Sheet Metal and Air Conditioning Contractors' National Association:
1. SMACNA - HVAC Duct Construction Standard - Metal and Flexible.
- C. National Fire Protection Association:
1. NFPA 255 - Standard Method of Test of Surface Burning Characteristics of Building Materials.
- D. Underwriters Laboratories Inc.:
1. UL 723 - Tests for Surface Burning Characteristics of Building Materials.
 2. UL 1978 - Standard for Safety for Grease Ducts.
- 1.3 SUBMITTALS
- A. See DDC General Conditions
- B. Product Data: Submit product description, thermal characteristics and list of materials and thickness for each service, and location.
- C. Samples: Submit two samples of representative size illustrating each insulation type.

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- D. Manufacturer's Installation Instructions: Submit manufacturers published literature indicating proper installation procedures.
- E. Manufacturer's Certificate: Certify products meet or exceed specified requirements.

1.4 QUALITY ASSURANCE

- A. Test pipe insulation for maximum flame spread index of 25 and maximum smoke developed index of not exceeding 50 in accordance with ASTM E84, UL 723, and NFPA 255.
- B. Pipe insulation manufactured in accordance with ASTM C585 for inner and outer diameters.
- C. Factory fabricated fitting covers manufactured in accordance with ASTM C450.
- D. Maintain one copy of each document on site.

1.5 QUALIFICATIONS

- A. Manufacturer: Company specializing in manufacturing products specified in this section with minimum three years documented experience.
- B. Applicator: Company specializing in performing Work of this section with minimum three years documented experience.

1.6 PRE-INSTALLATION MEETINGS

- A. See DDC General Conditions
- B. Convene minimum one week prior to commencing work of this section.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. See DDC General Conditions
- B. Accept materials on site in original factory packaging, labeled with manufacturer's identification, including product density and thickness.
- C. Protect insulation from weather and construction traffic, dirt, water, chemical, and damage, by storing in original wrapping.



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1.8 ENVIRONMENTAL REQUIREMENTS

- A. See DDC General Conditions
- B. Install insulation only when ambient temperature and humidity conditions are within range recommended by manufacturer.
- C. Maintain temperature before, during, and after installation for minimum period of 24 hours.

1.9 FIELD MEASUREMENTS

- A. Verify field measurements prior to fabrication.

1.10 WARRANTY

- A. See DDC General Conditions
- B. Furnish five year manufacturer warranty for man made fiber.

PART 2 PRODUCTS

2.1 MANUFACTURER

- A. Manufacturers for Glass Fiber and Mineral Fiber Insulation Products:
 - 1. CertainTeed.
 - 2. Knauf.
 - 3. Johns Manville.
 - 4. Owens-Corning.
 - 5. Approved Equal.
- B. Manufacturers for Closed Cell Elastomeric Insulation Products:
 - 1. Aeroflex. Aerocell.
 - 2. Armacell, LLC. Armaflex.
 - 3. Nomaco. K-flex.
 - 4. Approved Equal.
- C. Manufacturers for Polyisocyanurate Foam Insulation Products:
 - 1. Dow Chemical Company.
 - 2. Johns Manville.
 - 3. Owens-Corning.
 - 4. Approved Equal.
- D. Manufacturers for Extruded Polystyrene Insulation Products:



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1. Dow Chemical Company.
2. Johns Manville.
3. Owens-Corning..
4. Approved Equal.

2.2 PIPE INSULATION

- A. TYPE P-1: ASTM C547, molded glass fiber pipe insulation. Conform to ASTM C795 for application on Austenitic stainless steel.
 1. Thermal Conductivity: 0.23 at 75 degrees F.
 2. Operating Temperature Range: 0 to 850 degrees F.
 3. Vapor Barrier Jacket: ASTM C1136, Type I, factory applied reinforced foil kraft with self-sealing adhesive joints.
 4. Jacket Temperature Limit: minus 20 to 150 degrees F.
- B. TYPE P-2: ASTM C547, molded glass fiber pipe insulation. Conform to ASTM C795 for application on Austenitic stainless steel.
 1. Thermal Conductivity: 0.23 at 75 degrees F.
 2. Operating Temperature Range: 0 to 850 degrees F.

2.3 PIPE INSULATION JACKETS

- A. Vapor Retarder Jacket:
 1. ASTM C921, white Kraft paper with glass fiber yarn, bonded to aluminized film.
 2. Moisture vapor transmission: ASTM E96; 0.02 perm-inches.
- B. PVC Plastic Pipe Jacket:
 1. Product Description: ASTM D1784, One piece molded type fitting covers and sheet material, off-white color.
 2. Thickness: 30 mil.
 3. Connections: Pressure sensitive color matching vinyl tape.
- C. Field Applied Glass Fiber Fabric Jacket System:
 1. Insulating Cement/Mastic: ASTM C195; hydraulic setting on mineral wool.
 2. Glass Fiber Fabric:
 - a. Cloth: Untreated; 9 oz/sq yd weight.
 - b. Blanket: 1.0 lb/cu ft density.
 - c. Weave: 5 x 5.
 3. Indoor Vapor Retarder Finish:



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- a. Cloth: Untreated; 9 oz/sq yd weight.
- b. Vinyl emulsion type acrylic, compatible with insulation, white color.

2.4 PIPE INSULATION ACCESSORIES

- A. Vapor Retarder Lap Adhesive: Compatible with insulation.
- B. Covering Adhesive Mastic: Compatible with insulation.
- C. Piping 1-1/2 inches diameter and smaller: Galvanized steel insulation protection shield. MSS SP-69, Type 40. Length: Based on pipe size and insulation thickness.
- D. Piping 2 inches diameter and larger: Wood insulation saddle, hard maple. Inserts length: not less than 6 inches long, matching thickness and contour of adjoining insulation.
- E. Closed Cell Elastomeric Insulation Pipe Hanger: Polyurethane insert with aluminum single piece construction with self-adhesive closure. Thickness to match pipe insulation.
- F. Tie Wire: 0.048 inch stainless steel with twisted ends on maximum 12 inch centers.
- G. Mineral Fiber Hydraulic-Setting Thermal Insulating and Finishing Cement: ASTM C449/C449M.
- H. Insulating Cement: ASTM C195; hydraulic setting on mineral wool.
- I. Adhesives: Compatible with insulation.

2.5 EQUIPMENT INSULATION

- A. TYPE E-1: ASTM C553; glass fiber, flexible or semi-rigid, noncombustible.
 1. Thermal Conductivity: 0.24 at 75 degrees F.
 2. Operating Temperature Range: 0 to 450 degrees F.
 3. Density: 1.5 pound per cubic foot.
- B. TYPE E-2: ASTM C612; glass fiber, rigid board, noncombustible with factory applied aluminum foil jacket.
 1. Thermal Conductivity: 0.24 at 75 degrees F.
 2. Operating Temperature Range: 0 to 450 degrees F.
 3. Density: 3.0 pound per cubic foot.
 4. Jacket Temperature Limit: minus 20 to 150 degrees F.



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- C. TYPE E-8: ASTM C534, Type II, flexible, closed cell elastomeric insulation, sheet.
 - 1. Thermal Conductivity: 0.27 at 75 degrees F.
 - 2. Operating Temperature Range: Range: Minus 70 to 220 degrees F.

2.6 EQUIPMENT INSULATION JACKETS

- A. PVC Plastic Equipment Jacket:
 - 1. Product Description: ASTM D1784, sheet material, off-white color.
 - 2. Minimum Service Temperature: -40 degrees F.
 - 3. Maximum Service Temperature: 150 degrees F.
 - 4. Moisture Vapor Transmission: ASTM E96; 0.002 perm-inches.
 - 5. Thickness: 10mil.
 - 6. Connections: Pressure sensitive color matching vinyl tape.
- B. Aluminum Equipment Jacket:
 - 1. ASTM B209.
 - 2. Thickness: 0.016, 0.020 inch thick sheet.
 - 3. Finish: Smooth.
 - 4. Joining: Longitudinal slip joints and 2 inch laps.
 - 5. Fittings: 0.016 inch thick die shaped fitting covers with factory attached protective liner.

2.7 EQUIPMENT INSULATION ACCESSORIES

- A. Vapor Retarder Lap Adhesive: Compatible with insulation.
- B. Covering Adhesive Mastic: Compatible with insulation.
- C. Tie Wire: 0.048 inch stainless steel with twisted ends on maximum 12 inch centers.
- D. Mineral Fiber Hydraulic-Setting Thermal Insulating and Finishing Cement: ASTM C449/C449M.
- E. Adhesives: Compatible with insulation.

2.8 DUCTWORK INSULATION

- A. TYPE D-1: ASTM C1290, Type III, flexible glass fiber, commercial grade with factory applied reinforced aluminum foil jacket meeting ASTM C1136, Type II.
 - 1. Thermal Conductivity: 0.25 at 75 degrees F.
 - 2. Maximum Operating Temperature: 250 degrees F.
 - 3. Density: 1.5 pound per cubic foot.



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- B. TYPE D-2: ASTM C612, Type IA or IB, rigid glass fiber, with factory applied all service facing reinforced aluminum foil facing metalized polypropylene scrim kraft facing meeting ASTM C1136, Type II.
 - 1. Thermal Conductivity: 0.23 at 75 degrees F.
 - 2. Density: 4.4 pound per cubic foot.

2.9 DUCTWORK INSULATION JACKETS

- A. Aluminum Duct Jacket:
 - 1. ASTM B209, ASTM B209M.
 - 2. Thickness: 0.025 inch thick sheet.
 - 3. Finish: Smooth.
 - 4. Joining: Longitudinal slip joints and 2 inch laps.
 - 5. Fittings: 0.016 inch thick die shaped fitting covers with factory attached protective liner.
 - 6. Metal Jacket Bands: 3/8 inch wide; 0.015 inch thick aluminum. 0.010 inch thick stainless steel.
- B. Vapor Retarder Jacket:
 - 1. Kraft paper with glass fiber yarn and bonded to aluminized film.
 - 2. Moisture vapor transmission: ASTM E96; 0.02, 1.3 perm.
 - 3. Secure with pressure sensitive tape.
- C. Canvas Duct Jacket: UL listed, 6 oz/sq yd, plain weave cotton fabric with fire retardant lagging adhesive compatible with insulation.
- D. Outdoor Duct Jacket: Asphalt impregnated and coated sheet, 50 36 lb/square.
- E. Membrane Duct Jacket: ASTM D4637; Type I, EPDM; non-reinforced, 0.045 inch thick, 48 inch wide roll; black color.

2.10 DUCTWORK INSULATION ACCESSORIES

- A. Vapor Retarder Tape:
 - 1. Kraft paper reinforced with glass fiber yarn and bonded to aluminized film, with pressure sensitive rubber based adhesive.
- B. Vapor Retarder Lap Adhesive: Compatible with insulation.
- C. Adhesive: Waterproof, ASTM E162 fire-retardant type.
- D. Liner Fasteners: Galvanized steel, self-adhesive pad with press-on head.
- E. Tie Wire: 0.048 inch stainless steel with twisted ends on maximum 12 inch centers.



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- F. Lagging Adhesive: Fire resistive to ASTM E84, NFPA 255, UL 723.
- G. Impale Anchors: Galvanized steel, 12 gage self-adhesive pad.
- H. Adhesives: Compatible with insulation.
- I. Membrane Adhesives: As recommended by membrane manufacturer.

PART 3 EXECUTION

3.1 EXAMINATION

- A. See DDC General Conditions
- B. Verify piping, equipment and ductwork has been tested before applying insulation materials.
- C. Verify surfaces are clean and dry, with foreign material removed.

3.2 INSTALLATION - PIPING SYSTEMS

- A. Piping Exposed to View in Finished Spaces: Locate insulation and cover seams in least visible locations.
- B. Continue insulation through penetrations of building assemblies or portions of assemblies having fire resistance rating of one hour or less. Provide instrument firestopping when continuing insulation through assembly. Finish at supports, protrusions, and interruptions. Refer to Section 07 84 00 for penetrations of assemblies with fire resistance rating greater than one hour.
- C. Piping Systems Conveying Fluids Below Ambient Temperature:
 - 1. Insulate entire system including fittings, valves, unions, flanges, strainers, flexible connections, pump bodies, and expansion joints.
 - 2. Furnish factory-applied or field-applied vapor retarder jackets. Secure factory-applied jackets with pressure sensitive adhesive self-sealing longitudinal laps and butt strips. Secure field-applied jackets with outward clinch expanding staples and seal staple penetrations with vapor retarder mastic.
 - 3. Insulate fittings, joints, and valves with molded insulation of like material and thickness as adjacent pipe. Finish with glass cloth and vapor retarder adhesive or PVC fitting covers.
- D. Glass Fiber Board Insulation:



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1. Apply insulation close to equipment by grooving, scoring, and beveling insulation. Fasten insulation to equipment with studs, pins, clips, adhesive, wires, or bands.
 2. Fill joints, cracks, seams, and depressions with bedding compound to form smooth surface. On cold equipment, use vapor retarder cement.
 3. Cover wire mesh or bands with cement to a thickness to remove surface irregularities.
- E. Hot Piping Systems greater than 140 degrees F:
1. Furnish factory-applied or field-applied standard jackets. Secure with outward clinch expanding staples or pressure sensitive adhesive system on standard factory-applied jacket and butt strips or both.
 2. Insulate fittings, joints, and valves with insulation of like material and thickness as adjoining pipe. Finish with glass cloth and adhesive or PVC fitting covers.
 3. Insulate flanges and unions at equipment.
- F. Inserts and Shields:
1. Piping 1-1/2 inches Diameter and Smaller: Install galvanized steel shield between pipe hanger and insulation.
 2. Piping 2 inches Diameter and Larger: Install insert between support shield and piping and under finish jacket.
 - a. Insert Configuration: Minimum 6 inches long, of thickness and contour matching adjoining insulation; may be factory fabricated.
 - b. Insert Material: Compression resistant insulating material suitable for planned temperature range and service.
 3. Piping Supported by Roller Type Pipe Hangers: Install galvanized steel shield between roller and inserts.
- G. Insulation Terminating Points:
1. Condensate Piping: Insulate entire piping system and components to prevent condensation.
- H. Closed Cell Elastomeric Insulation:
1. Push insulation on to piping.
 2. Miter joints at elbows.
 3. Seal seams and butt joints with manufacturer's recommended adhesive.
 4. When application requires multiple layers, apply with joints staggered.
 5. Insulate fittings and valves with insulation of like material and thickness as adjacent pipe.
- I. Pipe Exposed in Mechanical Equipment Rooms or Finished: Finish with canvas jacket sized for finish painting.



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- J. Piping Exterior to Building: Provide vapor retarder jacket. Insulate fittings, joints, and valves with insulation of like material and thickness as adjoining pipe, and finish with glass mesh reinforced vapor retarder cement. Cover with aluminum jacket with seams located at 3 or 9 o'clock position on side of horizontal piping with overlap facing down to shed water or on bottom side of horizontal piping.
- K. Buried Piping: Insulate only where insulation manufacturer recommends insulation product may be installed in trench, tunnel or direct buried. Install factory fabricated assembly with inner all-purpose service jacket with self-sealing lap, and asphalt impregnated open mesh glass fabric, with 1 mil thick aluminum foil sandwiched between three layers of bituminous compound; outer surface faced with polyester film.
- L. Prepare pipe insulation for finish painting.

3.3 INSTALLATION - EQUIPMENT

- A. Factory Insulated Equipment: Do not insulate.
- B. Exposed Equipment: Locate insulation and cover seams in least visible locations.
- C. Fill joints, cracks, seams, and depressions with bedding compound to form smooth surface. On cold equipment, use vapor retarder cement.
- D. Equipment Containing Fluids Below Ambient Temperature:
 1. Insulate entire equipment surfaces.
 2. Apply insulation close to equipment by grooving, scoring, and beveling insulation. Fasten insulation to equipment with studs, pins, clips, adhesive, wires, or bands.
 3. Furnish factory-applied or field-applied vapor retarder jackets. Secure factory-applied jackets with pressure sensitive adhesive self-sealing longitudinal laps and butt strips. Secure field-applied jackets with outward clinch expanding staples and seal staple penetrations with vapor retarder mastic.
 4. Finish insulation at supports, protrusions, and interruptions.
- E. Equipment Containing Fluids 140 degrees F Or Less:
 1. Do not insulate flanges and unions, but bevel and seal ends of insulation.
 2. Install insulation with factory-applied or field applied jackets, with or without vapor barrier. Finish with glass cloth and adhesive.
 3. Finish insulation at supports, protrusions, and interruptions.
- F. Equipment Containing Fluids Over 140 degrees F:
 1. Insulate flanges and unions with removable sections and jackets.



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2. Install insulation with factory-applied or field applied jackets, with or without vapor barrier. Finish with glass cloth and adhesive.
 3. Finish insulation at supports, protrusions, and interruptions.
- G. Equipment in Mechanical Equipment Rooms or Finished Spaces: Finish with canvas jacket sized for finish painting PVC jacket and fitting covers aluminum jacket.
- H. Equipment Located Exterior to Building: Install vapor barrier jacket or finish with glass mesh reinforced vapor barrier cement. Cover with aluminum stainless steel jacket with seams located on bottom side of horizontal equipment.
- I. Cover glass fiber cellular glass hydrous calcium silicate insulation with aluminum jacket stainless steel jacket.
- J. Nameplates and ASME Stamps: Bevel and seal insulation around; do not cover with insulation.
- K. Equipment Requiring Access for Maintenance, Repair, or Cleaning: Install insulation for easy removal and replacement without damage.
- L. Prepare equipment insulation for finish painting. Refer to Section 09 91 00.

3.4 INSTALLATION - DUCTWORK SYSTEMS

- A. Duct dimensions indicated on Drawings are finished inside dimensions.
- B. Insulated ductwork conveying air below ambient temperature:
1. Provide insulation with vapor retarder jackets.
 2. Finish with tape and vapor retarder jacket.
 3. Continue insulation through walls, sleeves, hangers, and other duct penetrations.
 4. Insulate entire system including fittings, joints, flanges, fire dampers, flexible connections, and expansion joints.
- C. Insulated ductwork conveying air above ambient temperature:
1. Provide with or without standard vapor retarder jacket.
 2. Insulate fittings and joints. Where service access is required, bevel and seal ends of insulation.
- D. Ductwork Exposed in Mechanical Equipment Rooms or Finished Spaces (below 10 feet above finished floor): Finish with aluminum jacket.
- E. External Glass Fiber Duct Insulation:

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1. Secure insulation with vapor retarder with wires and seal jacket joints with vapor retarder adhesive or tape to match jacket.
 2. Secure insulation without vapor retarder with staples, tape, or wires.
 3. Install without sag on underside of ductwork. Use adhesive or mechanical fasteners where necessary to prevent sagging. Lift ductwork off trapeze hangers and insert spacers.
 4. Seal vapor retarder penetrations by mechanical fasteners with vapor retarder adhesive.
 5. Stop and point insulation around access doors and damper operators to allow operation without disturbing wrapping.
- F. External Elastomeric Duct Insulation:
1. Adhere to clean oil-free surfaces with full coverage of adhesive.
 2. Seal seams and butt joints with manufacturer's recommended adhesive.
 3. When application requires multiple layers, apply with joints staggered.
 4. Insulate standing metal duct seams with insulation of like material and thickness as adjacent duct surface. Apply adhesive at joints with flat duct surfaces.
 5. Lift ductwork off trapeze hangers and insert spacers.
- G. Duct and Plenum Liner:
1. Adhere insulation with adhesive for 100 percent coverage.
 2. Secure insulation with mechanical liner fasteners. Comply with SMACNA Standards for spacing.
 3. Seal and smooth joints. Seal and coat transverse joints.
 4. Seal liner surface penetrations with adhesive.
 5. Cut insulation for tight overlapped corner joints. Support top pieces of liner at edges with side pieces.
- H. Prepare duct insulation for finish painting. Refer to Section 09 91 00.

END OF SECTION



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SECTION 23 08 00 - COMMISSIONING OF HVAC SYSTEMS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions, General Commissioning Requirement and other Division 01 Specification Sections, apply to this section.
- B. The OPR and BOD documentation, if included, are for reference and information only.
- C. For additional LEED requirements, refer to DDC General Conditions.

1.2 SUMMARY

- A. This section includes commissioning process requirements for HVAC&R systems, assemblies, and equipment.
- B. Related Sections:
 1. Division 01 Section "specification 019100- General Commissioning Requirements" for general commissioning process requirements.
 2. Division 23 Heating Ventilation & Air Conditioning
- C. Systems to be commissioned:
 1. Boiler
 2. Air Conditioning Units
 3. Condensing Units
 4. Heating Hot Water Pumps
 5. Testing Adjustment and Balancing (TAB)
 6. HVAC instrumentation and controls (BMS)

1.3 DESCRIPTION

- A. Commissioning: Commissioning is a systematic process of ensuring that all building systems, including the mechanical and electrical systems, have been installed in the prescribed manner, are functionally checked and capable of being operated and maintained to perform with the design intent and have documentation to support proper installation and operation. The Commissioning Agent (CxA) shall provide the Owner with an unbiased, objective view of the system's installation, operation and performance. This process does not eliminate or reduce the responsibility of each system designer to provide a complete design or installing subcontractors to provide a finished product. Commissioning is intended to enhance the quality of each system installation, startup and transfer to beneficial use by the Owner.



- B. Commissioning during the construction phase is intended to achieve the following specific objectives, according to the Contract Documents:
1. Verify that applicable equipment and systems are installed according to the manufacturer's recommendations and to industry accepted minimum standards and that they receive adequate operational checkout by installing contractors.
 2. Verify and document proper performance of equipment and systems as per the written procedures.
 3. Verify that Operation & Maintenance documentation is complete and transferred to Owner.
 4. Verify that the Owner's operating personnel are adequately trained.
 5. Verify a contract is in place for a post occupancy review with O&M staff within 10 months after Substantial Completion.
- C. The Commissioning process shall be a team effort and encompass, as well as coordinate, the traditionally separate functions of system documentation, system installation, equipment startup, control system calibration, testing, balancing and verification and performance checkouts.
- D. The CxA will work closely with the construction team, cooperating on and coordinating all Cx activities with the Commissioner, Owner's representative, Trade Contractors, subcontractors, manufacturers and equipment suppliers.
- The Cx process shall not reduce the responsibility of the contractors to comply with the Contract Documents.

1.4 DEFINITIONS

- A. Refer to Division 01 Section "General Commissioning Requirements" for definitions.
- B. Owner: City of New York.

1.5 SUBMITTALS

- A. Refer to Division 01 Section "General Commissioning Requirements" for CxA's role.
- B. Refer to Division 01 Section "Submittals" for specific requirements.
- C. In addition, provide the following:
 1. Certificates of readiness
 2. Certificates of completion of installation, pre-start, and startup activities.
 3. O&M manuals
 4. Test reports
- D. Control Drawings Submittal



1. The control drawings shall have a key to all abbreviations.
2. The control drawings shall contain graphic schematic depictions of the systems and each component.
3. The schematics will include the system and component layout of any equipment that the control system monitors, enables or controls, even if the equipment is primarily controlled by packaged or integral controls.
4. Provide a full points list with at least the following included for each point:
 - a. Controlled system
 - b. Point abbreviation
 - c. Point description
 - d. Display unit
 - e. Control point or set point (Yes / No)
 - f. Monitoring point (Yes / No)
 - g. Intermediate point (Yes / No)
 - h. Calculated point (Yes / No)

1.6 QUALITY ASSURANCE

- A. Test Equipment Calibration Requirements: Contractors will comply with test manufacturer's calibration procedures and intervals. Recalibrate test instruments immediately after instruments have been repaired resulting from being dropped or damaged. Affix calibration tags to test instruments. Furnish calibration records to CxA upon request.

1.7 COORDINATION

- A. Refer to Division 01 Section "General Commissioning Requirements" for requirements pertaining to coordination during the commissioning process.

PART 2 - PRODUCTS

2.1 TEST EQUIPMENT

- A. All standard testing equipment required to perform startup, initial checkout and functional performance testing shall be provided by the Contractor for the equipment being tested. For example, the mechanical contractor of Division 23 shall ultimately be responsible for all standard testing equipment for the HVAC&R system and controls system in Division 23, except for equipment



specific to and used by TAB in their commissioning responsibilities. A sufficient quantity of two-way radios shall be provided by each subcontractor.

- B. Special equipment, tools and instruments (specific to a piece of equipment and only available from vendor) required for testing shall be included in the price to the Owner and left on site, except for stand-alone data logging equipment that may be used by the CxA.
- C. Proprietary test equipment and software required by any equipment manufacturer for programming and/or start-up, whether specified or not, shall be provided by the manufacturer of the equipment. Manufacturer shall provide the test equipment, demonstrate its use, and assist in the commissioning process as needed. Proprietary test equipment (and software) shall become the property of the Owner upon completion of the commissioning process.
- D. Data logging equipment and software required to test equipment will be provided by the CxA, but shall not become the property of the Owner.
- E. All testing equipment shall be of sufficient quality and accuracy to test and/or measure system performance with the tolerances specified in the Specifications. If not otherwise noted, the following minimum requirements apply: Temperature sensors and digital thermometers shall have a certified calibration within the past year to an accuracy of 0.5°F and a resolution of + or - 0.1°F. Pressure sensors shall have an accuracy of + or - 2.0% of the value range being measured (not full range of meter) and have been calibrated within the last year.

PART 3 - EXECUTION

3.1 GENERAL DOCUMENTATION REQUIREMENTS

- A. With assistance from the installing contractors, the CxA will prepare Pre-Functional Checklists for all commissioned components, equipment, and systems
- B. Red-lined Drawings:
 - 1. The contractor will verify all equipment, systems, instrumentation, wiring and components are shown correctly on red-lined drawings.
 - 2. Preliminary red-lined drawings must be made available to the Commissioning Team for use prior to the start of Functional Performance Testing.
 - 3. Changes, as a result of Functional Testing, must be incorporated into the final as-built drawings, which will be created from the red-lined drawings.
 - 4. The contracted party, as defined in the Contract Documents will create the as-built drawings.
- C. Operation and Maintenance Data:



1. Contractor will provide a copy of O&M literature within 45 days of each submittal acceptance for use during the commissioning process for all commissioned equipment and systems.
2. The CxA will review the O&M literature once for conformance to project requirements.
3. The CxA will receive a copy of the final approved O&M literature once corrections have been made by the Contractor.

D. Demonstration and Training:

1. Contractor will provide demonstration and training as required by the specifications.
2. A complete training plan and schedule must be submitted by the contractor to the CxA four weeks (4) prior to any training.
3. A training agenda for each training session must be submitted to the CxA one (1) week prior the training session.
4. Engage a Factory-authorized service representative to train Owner's maintenance personnel to adjust, operate, and maintain specific equipment.
5. Train Owner's maintenance personnel on procedures and schedules for starting and stopping, trouble shooting, servicing, and maintaining equipment.
6. Review data in O&M Manuals.

3.2 CONTRACTOR'S RESPONSIBILITIES

- A. Mechanical, Controls and TAB Contractors. The commissioning responsibilities applicable to each of the mechanical, controls and TAB contractors of Division 23 are as follows (all references apply to commissioned equipment only):
- B. Perform commissioning tests at the direction of the CxA.
- C. Attend construction phase controls coordination meetings.
- D. Attend testing, adjusting, and balancing review and coordination meetings.
- E. Participate in HVAC&R systems, assemblies, equipment, and component maintenance orientation and inspection as directed by the CxA.
- F. Provide information requested by the CxA for final commissioning documentation.
- G. Include requirements for submittal data, operation and maintenance data, and training in each purchase order or sub-contract written.
- H. Prepare preliminary schedule for Mechanical system orientations and inspections, operation and maintenance manual submissions, training sessions, pipe and duct system testing, flushing and cleaning, equipment start-up, testing and balancing



- and task completion for owner. Distribute preliminary schedule to commissioning team members.
- I. Update schedule as required throughout the construction period.
 - J. During the startup and initial checkout process, execute the related portions of the prefunctional checklists for all commissioned equipment.
 - K. Assist the CxA in all verification and functional performance tests.
 - L. Provide measuring instruments and logging devices to record test data, and provide data acquisition equipment to record data for the complete range of testing for the required test period.
 - M. Gather operation and maintenance literature on all equipment, and assemble in binders as required by the specifications. Submit to CxA (45) days after submittal acceptance.
 - N. Coordinate with the CxA to provide (72) hour advance notice so that the witnessing of equipment and system start-up and testing can begin.
 - O. Notify the CxA a minimum of (2) weeks in advance of the time for start of the testing and balancing work. Attend the initial testing and balancing meeting for review of the official testing and balancing procedures.
 - P. Participate in, and schedule vendors and contractors to participate in the training sessions.
 - Q. Provide written notification to the Commissioner/GCC and CxA that the following work has been completed in accordance with the contract documents, and that the equipment, systems, and sub-system are operating as required.
 - 1. HVAC&R equipment including all fans, air handling units, piping, ductwork, dampers, terminals, and all other equipment furnished under this Division.
 - 2. Controls system used for equipment monitoring and manipulation
 - 3. Fire stopping in the fire rated construction, including fire and smoke damper installation, caulking, gasketing and sealing of smoke barriers.
 - 4. Fire detection and smoke detection devices furnished under other divisions of the specification.
 - R. The equipment supplier shall document the performance of his equipment.
 - S. Provide a complete set of red-lined drawings to the CxA prior to the start of Functional Performance Testing.
 - T. Test, Adjust and Balance Contractor
 - 1. Attend initial commissioning coordination meeting scheduled by the Commissioning Authority.



2. Submit the site specific testing and balancing plan to the CxA and AE for review and acceptance.
 3. Attend the testing and balancing review meeting scheduled by the CxA. Be prepared to discuss the procedures that shall be followed in testing, adjusting, and balancing the HVAC&R system.
 4. At the completion of the testing and balancing work, and the submittal of the final testing and balancing report, notify the HVAC&R contractor and the Commissioner/GC.
 5. At the completion of testing and balancing work, and the submittal of the final testing and balancing report, notify the HVAC&R Contractor and the CM/GC.
 6. Participate in verification of the testing and balancing report, which will consist of repeating measurements contained in the testing and balancing reports. Assist in diagnostic purposes when directed.
- U. Provide training of the Owner's operating staff using expert qualified personnel, as specified.
- V. Equipment Suppliers
1. Provide all requested submittal data, including detailed start-up procedures and specific responsibilities of the Owner, to keep warranties in force.
 2. Assist in equipment testing per agreements with contractors.
 3. Provide information requested by CxA regarding equipment sequence of operation and testing procedures.
- W. Refer to Division 01 Section "General Commissioning Requirements" for additional contractor responsibilities.
- 3.3 OWNER'S RESPONSIBILITIES
- A. Refer to Division 01 Section "General Commissioning Requirements" for Owner's Responsibilities.
- 3.4 CxA RESPONSIBILITIES
- A. Refer to Division 01 Section "General Commissioning Requirements" for CxA's Responsibilities.
- 3.5 TESTING PREPARATION
- A. Certify in writing to the CxA that HVAC&R systems, subsystems, and equipment have been installed, calibrated, and started and are operating according to the Contract Documents.
 - B. Certify in writing to the CxA that HVAC&R instrumentation and control systems have been completed and calibrated, that they are operating according to the Contract Documents, and that pretest set points have been recorded.



- C. Certify in writing that testing, adjusting, and balancing procedures have been completed and that testing, adjusting, and balancing reports have been submitted, discrepancies corrected, and corrective work approved.
- D. Place systems, subsystems, and equipment into operating mode to be tested (e.g., normal shutdown, normal auto position, normal manual position, unoccupied cycle, emergency power, and alarm conditions).
- E. Inspect and verify the position of each device and interlock identified on checklists.
- F. Check safety cutouts, alarms, and interlocks with smoke control and life-safety systems during each mode of operation.
- G. Testing Instrumentation: Install measuring instruments and logging devices to record test data as directed by the CxA.

3.6 TESTING, ADJUSTING AND BALANCING VERIFICATION

- A. Air and water testing, balancing and equipment performance verification shall be accomplished by an independent test and balance firm. The CxA shall spot check this work to verify accuracy of results
- B. Prior to performance of Testing, Adjusting and Balancing work, provide copies of reports, sample forms, checklists, and certificates to the CxA.
- C. Notify the CxA at least ten (10) days in advance of testing and balancing Work, and provide access for the CxA to witness testing and balancing Work.
- D. Provide technicians, instrumentation, and tools to verify testing and balancing of HVAC&R systems at the direction of the CxA.
 - 1. The CxA will notify testing and balancing subcontractor ten (10) days in advance of the date of field verification. Notice will not include data points to be verified.
 - 2. The testing and balancing subcontractor shall use the same instruments (by model and serial number) that were used when original data were collected.
 - 3. Remedy the deficiency and notify the CxA so verification of failed portions can be performed.

3.7 GENERAL TESTING REQUIREMENTS

- A. Provide technicians, instrumentation, and tools to perform commissioning test at the direction of the CxA.
- B. Scope of HVAC&R testing shall include entire HVAC&R installation, from central equipment for heat generation and refrigeration through distribution systems to each conditioned space. Testing shall include measuring capacities and effectiveness of operational and control functions.



- C. Test all operating modes, interlocks, control responses, and responses to abnormal or emergency conditions, and verify proper response of building automation system controllers and sensors.
- D. The CxA along with the HVAC&R contractor, testing and balancing Subcontractor, and HVAC&R Instrumentation and Control Subcontractor shall prepare detailed testing plans, procedures, and checklists for HVAC&R systems, subsystems, and equipment.
- E. Tests will be performed using design conditions whenever possible.
- F. Simulated conditions may need to be imposed using an artificial load when it is not practical to test under design conditions. Before simulating conditions, calibrate testing instruments. Provide equipment to simulate loads. Set simulated conditions as directed by the CxA and document simulated conditions and methods of simulation. After tests, return settings to normal operating conditions.
- G. The CxA may direct that set points be altered when simulating conditions is not practical.
- H. The CxA may direct that sensor values be altered with a signal generator when design or simulating conditions and altering set points are not practical.
- I. If tests cannot be completed because of a deficiency outside the scope of the HVAC&R system, document the deficiency and report it to the Owner. After deficiencies are resolved, reschedule tests.
- J. If the testing plan indicates specific seasonal testing, complete appropriate initial performance tests and documentation and schedule seasonal tests.

3.8 HVAC&R SYSTEMS, SUBSYSTEMS, AND EQUIPMENT TESTING PROCEDURES

- A. Equipment Testing and Acceptance Procedures: Testing requirements are specified in individual Division 23 sections. Provide submittals, test data, inspector record, and certifications to the CxA.
- B. HVAC&R Instrumentation and Control System Testing: Field testing plans and testing requirements are specified in Division 23 Sections "Instrumentation and Control for HVAC" and "Sequence of Operations for HVAC Controls." Assist the CxA with preparation of testing plans.
- C. Pipe system cleaning, flushing, hydrostatic tests, and chemical treatment: Test requirements are specified in Division 23 piping Sections. HVAC&R Contractor shall prepare a pipe system cleaning, flushing, and hydrostatic testing plan. Provide cleaning, flushing, testing, and treating plan and final reports to the CxA. Plan shall include but not limited to the following:
 - 1. Sequence of testing and testing procedures for each section of pipe to be tested, identified by pipe zone or sector identification marker. Markers shall be keyed to Drawings for each pipe sector, showing the physical



location of each designated pipe test section. Drawings keyed to pipe zones or sectors shall be formatted to allow each section of piping to be physically located and identified when referred to in pipe system cleaning, flushing, hydrostatic testing, and chemical treatment plan.

2. Description of equipment for flushing operations.
 3. Minimum flushing water velocity.
 4. Tracking checklist for managing and ensuring that all pipe sections have been cleaned, flushed, hydrostatically tested, and chemically treated.
- D. Refrigeration System Testing: Provide technicians, instrumentation, tools, and equipment to test performance of chillers, cooling towers, refrigerant compressors and condensers, heat pumps, and other refrigeration systems. The CxA shall determine the sequence of testing and testing procedures for each equipment item and pipe section to be tested.
- E. HVAC&R Distribution System Testing: Provide technicians, instrumentation, tools, and equipment to test performance of air, steam, and hydronic distribution systems; special exhaust; and other distribution systems, including HVAC&R terminal equipment and unitary equipment.
- F. Vibration and Sound Tests: Provide technicians, instrumentation, tools, and equipment to test performance of vibration isolation and seismic controls.
- 3.9 APPROVAL
- A. Refer to other specification and "General Commissioning Requirements" for approval procedures.
- 3.10 DEFERRED TESTING
- A. Refer to Division 01 Section "General Commissioning Requirements" for requirements pertaining to deferred testing.
- 3.11 OPERATION AND MAINTENANCE MANUALS
- A. The Operation and Maintenance Manuals shall conform to Contract Documents requirements as stated in Division 01.
- B. Refer to Division 01 Section "General Commissioning Requirements" for the CxA roles in the Operation and Maintenance Manual contribution, review and approval process.
- C. An updated as-built version of the control drawings and sequences of operation shall be included in the final controls O&M manual submittal.
- 3.12 TRAINING OF OWNER PERSONNEL
- A. Refer to Division 01 Section "General Commissioning Requirements" for requirements pertaining to training.
- B. The mechanical contractor shall have the following training responsibilities:

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1. Provide the CxA with a training plan two weeks before the planned training.
2. Provide designated Owner's personnel with comprehensive orientation and training in the understanding of the systems and the operation and maintenance of each piece of HVAC equipment including, but not limited to, all HVAC equipment (ex. pumps, heat exchangers, chillers, heat rejection equipment, air conditioning units, air handling units, fans, terminal units, controls and water treatment systems, etc.)
3. Training shall normally start with classroom sessions followed by hands-on training on each piece of equipment, which shall illustrate the various modes of operation, including startup, shutdown, fire/smoke alarm, power failure, etc.
4. During any demonstration, should the system fail to perform in accordance with the requirements of the O&M manual or sequence of operations, the system will be repaired or adjusted as necessary and the demonstration repeated.
5. The appropriate trade or manufacturer's representative shall provide the instructions on each major piece of equipment. This person may be the start-up technician for the piece of equipment, the installing contractor or manufacturer's representative. Practical building operating expertise as well as in-depth knowledge of all modes of operation of the specific piece of equipment is required. More than one party may be required to execute the training.
6. The controls contractor shall attend sessions other than the controls training, as requested, to discuss the interaction of the controls system as it relates to the equipment being discussed.
7. The training sessions shall follow the outline in the Table of Contents of the operation and maintenance manual and illustrate whenever possible the use of the O&M manuals for reference.
8. Training shall include:
 - a. Use of the printed installation, operation and maintenance instruction material included in the O&M manuals.
 - b. Discussion of relevant health and safety issues and concerns.
 - c. Discussion of warranties and guarantees.
 - d. Common troubleshooting problems and solutions.
 - e. Explanatory information included in the O&M manuals and the location of all plans and manuals in the facility.
 - f. Discussion of any peculiarities of equipment installation or operation.



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- g. The format and training agenda in The HVAC Commissioning Process, ASHRAE Guideline 1-2007, is recommended.
 - 9. Hands-on training shall include start-up, operation in all modes possible, including manual, shut-down and any emergency procedures and preventative maintenance for all pieces of equipment.
 - 10. The mechanical contractor shall fully explain and demonstrate the operation, function and overrides of any local packaged controls, not controlled by the central control system.
 - 11. Training shall occur after functional testing is complete, unless approved otherwise by the Owner.
- C. The controls contractor shall have the following training responsibilities:
- 1. Provide the CxA and AE with a training plan four weeks before the planned training.
 - 2. The controls contractor shall provide designated Owner personnel training on the control system in this facility. The intent is to clearly and completely instruct the Owner on all the capabilities of the control system.
 - 3. Training manuals. The standard operating manual for the system and any special training manuals will be provided for each trainee, with three extra copies left for the O&M manuals. In addition, copies of the system technical manual will be demonstrated during training and three copies submitted with the O&M manuals. Manuals shall include detailed description of the subject matter for each session. The manuals will cover all control sequences and have a definitions section that fully describes all relevant words used in the manuals and in all software displays. Manuals will be approved by the CxA and A/E. Copies of audiovisuals shall be delivered to the Owner.
 - 4. The trainings will be tailored to the needs and skill-level of the trainees.
 - 5. The trainers will be knowledgeable on the system and its use in buildings. For the on-site sessions, the most qualified trainer(s) will be used. The Owner shall approve the instructor prior to scheduling the training.
 - 6. During any demonstration, should the system fail to perform in accordance with the requirements of the O&M manual or sequence of operations, the system will be repaired or adjusted as necessary and the demonstration repeated.
 - 7. The controls contractor shall attend sessions other than the controls training, as requested, to discuss the interaction of the controls system as it relates to the equipment being discussed.
 - 8. Three (3) training sessions are suggested:



- a. Training I. Control System. The first training shall consist of 8 hours of actual training. This training may be held on-site or in the supplier's facility. If held off-site, the training may occur prior to final completion of the system installation. Upon completion, each student, using appropriate documentation, should be able to perform elementary operations and describe general hardware architecture and functionality of the system.
- b. Training II. Building Systems. The second session shall be held on-site for a period of 8 hours of actual hands-on training after the completion of system commissioning. The session shall include instruction on:
 - 1) Specific hardware configuration of installed systems in this building and specific instruction for operating the installed system, including HVAC systems, lighting controls and any interface with security and communication systems.
 - 2) Security levels, alarms, system start-up, shut-down, power outage and restart routines, changing set points and alarms and other typical changed parameters, overrides, freeze protection, manual operation of equipment, optional control strategies that can be considered, energy savings strategies and set points that if changed will adversely affect energy consumption, energy accounting, procedures for obtaining vendor assistance, etc.
 - 3) All trending and monitoring features (values, change of state, totalization, etc.), including setting up, executing, downloading, viewing both tabular and graphically and printing trends. Trainees will actually set-up trends in the presence of the trainer.
 - 4) Every screen shall be completely discussed, allowing time for questions.
 - 5) Use of keypad or plug-in laptop computer at the zone level.
 - 6) Use of remote access to the system via phone lines or networks.
 - 7) Setting up and changing an air terminal unit controller.
 - 8) Graphics generation
 - 9) Point database entry and modifications
 - 10) Understanding Direct Digital Control field panel operating programming (when applicable)



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- c. Training III. The third training will be conducted on-site six months after occupancy and consist of 8 hours of training. The session will be structured to address specific topics that trainees need to discuss and to answer questions concerning operation of the system.
- D. The TAB contractor shall have the following training responsibilities:
1. TAB shall meet with facility staff after completion of TAB and instruct them on the following:
 - a. Go over the final TAB report, explaining the layout and meanings of each data type.
 - b. Discuss any outstanding deficient items in control, ducting or design that may affect the proper delivery of air or water.
 - c. Identify and discuss any terminal units, duct runs, diffusers, coils, fans and pumps that are close to or are not meeting their design capacity.
 - d. Discuss any temporary settings and steps to finalize them for any areas that are not finished.
 - e. Other salient information that may be useful for facility operations, relative to TAB.

***** END OF SECTION 23 08 00 *****



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SECTION 23 09 00 - INSTRUMENTATION AND CONTROL FOR HVAC

PART 1 GENERAL

1.1 SUMMARY

- A. Related Sections:
 - 1. Section 23 05 13 - Common Motor Requirements for HVAC Equipment: Product requirements for electric motors.
 - 2. Section 23 33 00 - Air Duct Accessories: Product requirements for duct mounted thermometers. Installation requirements for dampers and other duct mounted products furnished in this section.
 - 4. Section 26 05 03 - Equipment Wiring Connections: Execution requirements for electric connections specified by this section.
- B. Air Movement and Control Association International, Inc.:
 - 1. AMCA 500 - Test Methods for Louvers, Dampers, and Shutters.
- C. American Society of Heating, Refrigerating and Air-Conditioning Engineers:
 - 1. ASHRAE 62 - Ventilation for Acceptable Indoor Air Quality.
- D. American Society of Mechanical Engineers:
 - 1. ASME B16.18 - Cast Copper Alloy Solder Joint Pressure Fittings.
 - 2. ASME B16.22 - Wrought Copper and Copper Alloy Solder Joint Pressure Fittings.
- E. ASTM International:
 - 1. ASTM A126 - Standard Specification for Gray Iron Castings for Valves, Flanges, and Pipe Fittings.
 - 2. ASTM A536 - Standard Specification for Ductile Iron Castings.
 - 3. ASTM B32 - Standard Specification for Solder Metal.
 - 4. ASTM B88 - Standard Specification for Seamless Copper Water Tube.
 - 5. ASTM B88M - Standard Specification for Seamless Copper Water Tube (Metric).
 - 6. ASTM B280 - Standard Specification for Seamless Copper Tube for Air Conditioning and Refrigeration Field Service.
 - 7. ASTM D2737 - Standard Specification for Polyethylene (PE) Plastic Tubing.
- F. American Welding Society:



1. AWS A5.8 - Specification for Filler Metals for Brazing and Braze Welding.
- G. National Electrical Manufacturers Association:
 1. NEMA DC 3 - Residential Controls - Electrical Wall Mounted Room Thermostats.
 2. NEMA 250 - Enclosures for Electrical Equipment (1000 Volts Maximum).
- H. National Fire Protection Association:
 1. NFPA 72 - National Fire Alarm Code.
 2. NFPA 90A - Standard for the Installation of Air Conditioning and Ventilating Systems.
- I. Underwriters Laboratories, Inc.:
 1. UL 1820 - Fire Test of Pneumatic Tubing for Flame and Smoke Characteristics.

1.2 SUBMITTALS

- A. See DDC General Conditions
- B. Shop Drawings: Indicate operating data, system drawings, wiring diagrams, and written detailed operational description of sequences.
- C. Product Data: Submit description and engineering data for each control system component. Include sizing as required.
- D. Manufacturer's Installation Instructions: Submit installation requirements for each control component.
- E. Manufacturer's Certificate: Certify products meet or exceed specified requirements.

1.3 CLOSEOUT SUBMITTALS

- A. See DDC General Conditions
- B. Project Record Documents: Record actual locations of control components, including panels, thermostats, and sensors.
- C. Operation and Maintenance Data: Submit inspection period, cleaning methods, recommended cleaning materials, and calibration tolerances.



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1.4 QUALITY ASSURANCE

- A. Control Air Damper Performance: Test in accordance with AMCA 500.
- B. Maintain one copy copies of each document on site.

1.5 QUALIFICATIONS

- A. Manufacturer: Company specializing in manufacturing products specified in this section with minimum three years documented experience, and with service facilities.
- B. Installer: Company specializing in performing Work of this section with minimum three years documented experience.

1.6 PRE-INSTALLATION MEETINGS

- A. See DDC General Conditions
- B. Convene minimum one week prior to commencing work of this section.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. See DDC General Conditions
- B. Accept controls on site in original factory packaging Inspect for damage.

1.8 COORDINATION

- A. See DDC General Conditions
- B. Coordinate installation of control components in duct systems with work of Section 23 33 00.

1.9 WARRANTY

- A. See DDC General Conditions
- B. Furnish five year manufacturer warranty for each control system components, and HVAC instrumentation.

1.10 WARRANTY SERVICE

- A. See DDC General Conditions



- B. Furnish service and maintenance of control system for one year from Date of Substantial Completion.
- C. Furnish complete service of controls systems, including callbacks. Perform minimum of 3 complete normal inspections of approximately 10 hours duration in addition to normal service calls to inspect, calibrate, and adjust controls. Submit written report after each inspection.
- D. Furnish two complete inspections per/year, to inspect, calibrate, and adjust controls. Submit written report after each inspection.
- E. Examine unit components semi-monthly. Clean, adjust, and lubricate equipment.
- F. Include systematic examination, adjustment, and lubrication of unit, and controls checkout and adjustments. Repair or replace parts in accordance with manufacturer's operating and maintenance data. Use parts produced by manufacturer of original equipment.
- G. Perform work without removing units from service during building normal occupied hours.
- H. Provide emergency call back service at all hours during working hours for this maintenance period.
- I. Maintain an adequate stock of parts, locally, for replacement or emergency purposes. Ensure personnel availability to ensure fulfillment of this maintenance service without unreasonable loss of time.
- J. Perform maintenance work using competent and qualified personnel under supervision and in direct employ of manufacturer or original installer.
- K. Do not assign or transfer maintenance service to agent or subcontractor without prior written consent of City of New York.

1.11 EXTRA MATERIALS

- A. See DDC General Conditions
- B. Furnish 1 of each type of thermostat exposed sensor.

PART 2 PRODUCTS

2.1 CONTROL COMPONENT MANUFACTURERS

- A. Manufacturers:



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1. Honeywell, Building Control Solutions.
2. Johnson Controls, Inc.
3. Siemens Building Technologies, Inc.

2.2 CONTROL PANEL ENCLOSURES

- A. Furnish for each system under automatic control with relays and controls mounted in cabinet and temperature indicators, pressure gages, pilot lights, push buttons and switches flush on cabinet panel face.
- B. Construction: NEMA 250, Type 1 3 steel fiberglass plastic enclosure.
- C. Covers: Continuous hinge, held closed by flush latch operable by screwdriver key.
- D. Enclosure Finish: Manufacturer's standard enamel.
- E. THERMOSTATS Manufacturers:
 1. Honeywell, Building Control Solutions.
 2. Johnson Controls, Inc.
 3. Siemens Building Technologies, Inc.
- F. Line Voltage Thermostats:
 1. Integral manual On/Off/Auto selector switch, single or two-pole.
 2. Dead band: Maximum 2 degrees F.
 3. Cover: Locking with set point adjustment.
 4. Load capacity rating.
- G. Room Thermostat Accessories:
 1. Thermostat Covers: Brushed aluminum.
 2. Insulating Bases: For thermostats located on exterior walls.
 3. Thermostat Guards: Locking transparent plastic mounted on separate base.
 4. Adjusting Key: Matching device.
 5. Aspirating Boxes: As indicated on Drawings for thermostats requiring flush installation.
- H. Outdoor Reset Thermostat:
 1. Remote bulb or bimetal rod and tube type, proportioning action with adjustable throttling range, adjustable setpoint.
 2. Scale range: -10 to 70 degrees F.
- I. Air-stream Thermostats:
 1. Remote bulb or bimetallic rod and tube type, proportional action with adjustable setpoint in middle of range and adjustable throttling range.
 2. Averaging service remote bulb element: 7.5 feet.



3. Furnish with flange and shield.
- J. Electric Low Limit Duct Thermostat:
 1. Snap acting, single pole, single throw, automatic reset switch tripping when temperature sensed across any 12 inches of bulb length is equal to or below set point.
 2. Bulb length: Minimum 20 feet.
 3. Furnish one thermostat for every 20 sq. ft of coil surface.
- K. Electric High Limit Duct Thermostat:
 1. Snap acting, single pole, single throw, automatic reset switch tripping when temperature sensed across any 12 inches of bulb length is equal to or above set point.
 2. Bulb length: Minimum 20 feet.
 3. Furnish one thermostat for every 20 sq. ft of coil surface.
- L. Fire Thermostats:
 1. UL labeled, factory set in accordance with NFPA 90A.
 2. Normally closed contacts, manual reset.
- M. Heating/Cooling Valve Top Thermostats: Proportional acting for proportional flow, molded rubber diaphragm, liquid filled element, direct and reverse acting at differential pressure to 25 psig, cast housing with position indicator and adjusting knob.

2.3 TIME CLOCKS

- A. Seven-day programming switch timer with synchronous timing motor and seven-day dial. Continuously charged Ni-cad battery driven for power failure with 8 hour carry over and multiple switch trippers to control systems for minimum of two and maximum of eight signals each day with two normally open and two normally closed output switches.
- B. Solid-state programmable time control with 2 separate programs, 24 hour battery carry over duty cycling individual on/off/auto switches for each program 7 day programming.

2.4 ALARM SYSTEM

- A. Enclosure Construction: NEMA 250, Type 1 3.
- B. Furnish alarm panel with individual indication, horn, silenced acknowledge switch, and test switch.



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- C. At alarm condition indication, light flashes and alarm sounds. Horn stops when acknowledge switch is pushed and system indicates alarm conditions by continuous light until trouble condition has cleared. Alarm sounds again when second alarm occurs before first one has cleared.
- D. Furnish remote panels with duplicate functions of primary panel. Furnish alarm silence/acknowledge switch to acknowledge alarm from each panel.
- E. Furnish dry contacts at main alarm panel for use with remote alarm monitoring system to indicate each alarm condition.

2.5 CONTROL AIR DAMPERS

- A. Performance: Test in accordance with AMCA 500.
- B. Frames: Extruded aluminum welded or riveted with corner reinforcement, minimum 12 gage.
- C. Blades: Galvanized steel Extruded aluminum, maximum blade size 6 inches wide, 48 inches long, minimum 22 gage attached to minimum 1/2 inch shafts with set screws.
- D. Blade Seals: Neoprene mechanically attached, field replaceable.
- E. Jamb Seals: Stainless steel spring.
- F. Shaft Bearings: Oil impregnated sintered bronze with thrust washers at bearings Lubricant free, stainless steel, single row, ground, flanged, radial, anti-friction type with extended inner race.
- G. Linkage Bearings: Oil impregnated sintered bronze.
- H. Outside Air Damper Leakage: Maximum leakage rate of 3.0 cfm per square foot at 1.0 inches wg. pressure differential.
- I. Damper Leakage: Less than 1/2 percent based on approach velocity of 2000 fpm and 4 inches wg.
- J. Maximum Pressure Differential: 6 inches wg.
- K. Temperature Limits: - 40 to 200 degrees F.

2.6 ELECTRIC DAMPER ACTUATORS

- A. Operation: Two-position Reversing type proportional motor.



- B. Enclosure Rating: NEMA 250 Type 1 3.
- C. Mounting: Direct mount.
- D. Stroke: 90 seconds end to end full stroke, 15 seconds return to normal for spring return.
- E. Protection: Electronic stall protection.
- F. Control Input: 0-10 VDC or 0-20 mA DC.
- G. Power: Nominal 24 120 volt AC.
- H. Torque: Size for minimum 150 percent of required duty.
- I. Duty cycle: rated for 65,000 cycles.
- J. Accessories:
 - 1. Cover mounted transformer.
 - 2. Auxiliary potentiometer.
 - 3. Damper linkage.
 - 4. Direct drive feedback potentiometer.
 - 5. Output position feedback.
 - 6. Field selectable rotational, spring return direction, field adjustable zero and span.
 - 7. End switch.

2.7 CONTROL VALVES

- A. Globe Pattern:
 - 1. 2 inches and Smaller: Bronze body, bronze trim, rising stem, renewable composition disc, screwed ends with back seating capacity packable under pressure.
 - 2. 2-1/2 inches and Larger: Iron body, bronze trim, rising stem, plug-type disc, flanged ends, renewable seat and disc.
 - 3. Steam Systems:
 - a. Rate for service pressure of 125 psig at 250 degrees F.
 - b. Replaceable plugs and seats of stainless steel.
 - c. Sizing: Pressure drop across steam valve at maximum flow as indicated on Drawings.
 - d. Sizing: 10 psig inlet pressure and 5 psig pressure drop.



- e. Sizing: Pressure drop across steam valve equal to maximum flow of 80 percent of inlet steam pressure for low-pressure systems and 42 percent for high-pressure systems.
 - f. Furnish valves with modified linear characteristics.
4. Flow Characteristics: Furnish 2-way valves with equal percentage characteristics. Furnish 3-way valves with equal percentage characteristic through control port and linear characteristic through bypass port.
 5. Size 2-way valve actuators to close valves against pump shut off head.

2.8 ELECTRIC VALVE ACTUATORS

- A. Fully factory assembled. Size to operate with sufficient reserve power to provide smooth modulating action or two-position action under every condition.
- B. Motor: Permanent split-capacitor or shaded-pole type. Gear trains completely oil immersed and sealed. Furnish spring-return motors with integral spiral-spring mechanism in housings designed for easy removal for service or adjustment of limit switches, auxiliary switches, or feedback potentiometer.
- C. Actuator: Direct-coupled type non-hydraulic designed for minimum 100,000 full-stroke cycles at rated torque. Furnish actuator with rating of not less than twice thrust needed for actual operation of valve.
 1. Coupling: V-bolt and V-shaped, toothed cradle.
 2. Overload Protection: Electronic overload or digital rotation-sensing circuitry.
 3. Fail-Safe Operation: Mechanical, spring-return mechanism. Furnish external, manual gear release on non-spring-return actuators.
 4. Furnish spring-return actuators with manual override. Complete manual override to take no more than 10 turns.
 5. Power Requirements:
 - a. Two-Position Spring Return: 24 volt AC or DC, maximum 10 vA.
 - b. Modulating: 24 volt AC, maximum 15 vA.
 6. Proportional Signal: 2 to 10 volt dc or 4 to 20 mA, and 2 to 10 volt dc position feedback signal.
 7. Temperature Rating: minus 22 to 140 degrees F.
 8. Run Time: 200 seconds open, 40 seconds closed.
- D. Size for torque required for valve close-off at maximum pump differential pressure, regardless of water loop system pressures.



2.9 OUTSIDE AIR MEASURING AND MODULATION DEVICE

- A. Factory assembled damper, airflow monitor, actuator, and accessories.
- B. Damper and airflow measurement assembly sized to accommodate minimum outside airflow as indicated on Drawings.
- C. Construction:
 - 1. Frame: Extruded aluminum.
 - 2. Blades:
 - a. Modulating Air Control:
 - 1) Style: Airfoil-shaped, single-piece.
 - 2) Action: Parallel.
 - 3) Orientation: Horizontal.
 - 4) Material: Heavy gage 6063-T5 extruded aluminum.
 - 5) Width: Maximum 5 inches.
 - b. Stationary Sensing:
 - 1) Style: Airfoil-shaped, single-piece.
 - 2) Orientation: Horizontal.
 - 3) Material: Heavy gage 6063-T5 extruded aluminum.
 - 4) Width: Maximum 5-1/4 inches.
 - 5) Finish: Anodized.
 - 3. Bearings: Self-lubricating molded synthetic sleeve, turning in extruded hole in frame.
 - 4. Seals:
 - a. Blade: Extruded rubber. Mechanically attached to blade edge.
 - b. Jamb: Stainless steel, flexible metal compression type.
 - c. Linkage: Concealed in frame.
 - d. Axles: Minimum 1/2 inch diameter plated steel, hex-shaped, mechanically attached to blade.
 - e. Mounting: Vertical.
 - f. Electric Actuator: 24 V, 60 Hz, modulating, with position feedback.
 - 5. Digital Controller: Application specific controller. Programming logic and calibration in nonvolatile EPROM. Controller uses generic 0 - 10 vdc inputs and outputs for interface to building automation system.
 - 6. Air Straightener Section: 3 inches deep section contained in 5 inch sleeve attached to damper-airflow monitor frame.
 - 7. Finish: Mill aluminum.
- D. Performance Data:
 - 1. Temperature Rating: Withstand -40 to 140 degrees F.
 - 2. Accuracy: Plus or minus 5 percent.



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3. Leakage: Maximum of 2.0 cfm per square foot at 1.0 inches wg pressure differential.
4. Measures from 15 percent to 100 percent of unit nominal air flow.
5. Adjusts air flow for temperature variations.
6. Provides 2 to 10 volt DC signal corresponding to actual air flow.

E. Accessories:

1. Actuator Heater: Allow actuator operation in ambient temperatures to -40 degrees F.

2.10 DIRECT DIGITAL CONTROL SYSTEM COMPONENTS

A. Temperature Sensors:

1. Type: Resistance temperature detector (RTD) or thermistor.
2. Accuracy:
 - a. Plus or minus 1 degree F for standard applications. Where high accuracy is required, furnish accuracy of plus or minus 0.2 degrees F.
 - b. Sensing Accuracy: Plus or minus 0.5 degree F.
 - c. Display Accuracy and Resolution: Minimum of plus or minus 1 degree F.
3. Built-in communications port.
4. Space Sensors: Digital with LCD display, day-night override button, and set point slide adjustment override options. Set point slide adjustment capable of being software limited by automation system to limit amount of room adjustment.
5. Outside Air Sensors: Watertight inlet fitting, furnish with shield from direct sunlight.
6. Duct Temperature Sensors:
 - a. Rigid or averaging type as indicated in sequence of operations. Averaging sensor minimum length: 5 feet in length.
 - b. Duct Cross Sections Greater Than 10 square feet: Furnish serpentine averaging element to sense stratified air temperatures.
7. Piping Temperature Sensors: Furnish with separable brass well.

B. Humidity Sensors:

1. Type: Capacitance or bulk polymer resistance.
2. Drift: Not to exceed 3 percent of full scale per year.
3. Room Sensors:
 - a. Sensing Range: 0 to 100 percent.
 - b. Accuracy of plus or minus 5 percent relative humidity.
4. Duct Sensors:
 - a. Sensing Range: 0 to 100 percent.
 - b. Accuracy of plus or minus 5 percent relative humidity.



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- c. Furnish with sampling chamber.
 - d. Element guard.
 - e. Mounting plate.
 5. Outdoor Air Humidity Sensors:
 - a. Sensing Range: 20 to 95 percent relative humidity.
 - b. Suitable for ambient conditions of minus 40 to 170 degrees F.
 - c. Accuracy: Plus or minus 2 percent relative humidity at 77 degrees F.
 - d. Element guard.
 - e. Mounting plate.
- C. Differential Pressure Switches:
1. Furnish as specified in sequences of operation for status purposes in air and water applications.
 2. Fully adjustable differential pressure settings.
 3. UL Listed, SPDT snap-acting, pilot duty rated.
 4. NEMA 250 Type 1 enclosure.
 5. Scale range and differential suitable for intended application.
- D. Static Pressure Sensor:
1. Non-directional sensor with suitable range for expected input, and temperature compensated.
 2. Accuracy: plus or minus 1 percent of full scale with repeatability of 0.5 percent.
 3. Output: 4 to 20 mA, 0-5 vDC, 0-10 vDC.
 4. Building Static Pressure Range: minus 0.1 to 0.1 inches water column, minus 0.25 to 0.25 inches water column, minus 0.5 to 0.5 inches water column, minus 1.0 to 1.0 inches water column, jumper selectable.
 5. Duct Static Pressure Range: 0 to 1 inches water column, 0 to 2.5 inches water column, 0 to 5 inches water column, 0 to 10 inches water column, jumper adjustable.
- E. Carbon Dioxide Sensors:
1. Sensors designed for indoor carbon dioxide levels in accordance with ASHRAE Standard 62.
 2. 4 to 20 ma. linear output over range of 0 to 2000 ppm of carbon dioxide for interface to DDC control system.
 3. For duct mounted sensors furnish airtight enclosure complete with sampling tube.
- F. Air Flow Switches:
1. Paddle or differential pressure type, as indicated in sequences of operation.
 2. UL Listed, SPDT snap-acting with pilot duty rating.
 3. Appropriate scale range and differential adjustment.



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4. Adjustable sensitivity.
5. NEMA 250 Type 1 enclosure.

G. Water Flow Switches:

1. Paddle type with stainless steel or bronze paddle.
2. UL Listed, SPDT snap-acting with pilot duty rating.
3. Appropriate scale range and differential adjustment.
4. Adjustable sensitivity.
5. NEMA 250 Type 1 enclosure.
6. Furnish vapor proof type for chilled water applications.

H. Carbon Dioxide Sensor and Transmitter: Single detectors, using solid-state infrared sensors, suitable over a temperature range of 23 to 130 degrees F, calibrated for 0 to 2 percent, with continuous or averaged reading, 4 to 20 mA output, and wall mounted.

I. Refrigerant Detectors: Dual-level detectors, using solid-state sensors, with alarm preset for 300 ppm, alarm indicator light, alarm silence light and button, alarm test light and button, and trouble light. Provide auxiliary relay preset for 150 ppm.

J. Occupancy Sensor: Passive infrared, with time delay, daylight sensor lockout, sensitivity control, and 180 degree field of view with vertical sensing adjustment, for flush mounting.

2.11 DUCT-MOUNTED SMOKE DETECTOR

A. Product Description: NFPA 72, ionization type with the following features:

1. Auxiliary SPDT relay contact.
2. Key-operated normal-reset-test switch.
3. Duct sampling tubes extending width of duct.
4. Visual indication of detector actuation.
5. Duct-mounted housing.

B. Furnish two-wire detector with common power supply and signal circuits.

2.12 DIFFERENTIAL PRESSURE MONITOR

A. Through-the-wall measurement for differential pressure.

B. Digital Display:

1. Differential pressure in inches or Pascal.
2. State of pressure mode.
3. High pressure alarm.
4. Low pressure alarm.
5. General failure.



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6. Status of door switch.
 7. Anteroom status.
- C. Keyed switch to change mode from positive to negative to neutral.
 - D. LED indicator for normal and alarm status.
 - E. Audible horn indicating alarm condition with silencing button.
 - F. Communications port.
 - G. One remote pressure transmitter.
 - H. Auxiliary alarm relay output.
 - I. Door switch contact.
 - J. Calibration tool.

2.13 ELECTRICAL CHARACTERISTICS AND COMPONENTS

- A. Motors: In accordance with Section 23 05 13.
- B. Disconnect Switch: Factory mount disconnect switch in control panel on equipment.

PART 3 EXECUTION

3.1 EXAMINATION

- A. See DDC General Conditions
- B. Verify air handling units and ductwork installation is complete and air filters are in place before installing sensors in air streams.
- C. Verify location of thermostats and other exposed control sensors with Drawings before installation.
- D. Verify building systems to be controlled are ready to operate.

3.2 INSTALLATION

- A. Install thermostats in aspirating boxes in public areas entrances as indicated on Drawings.

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- B. Install guards on thermostats in public areas as indicated on Drawings.
- C. Install control panels adjacent to associated equipment on vibration free walls or freestanding supports. Install engraved plastic nameplates for instruments and controls inside cabinet and engraved plastic nameplates on cabinet face. Label with appropriate equipment or system designation.
- D. Install "hand/off/auto" selector switches to override automatic interlock controls when switch is in "hand" position.
- E. Install conduit and electrical wiring in accordance with Section 26 05 03.
- F. Coordinate control wiring for HVAC that is provided by electrical contractor to termination.

3.3 FIELD QUALITY CONTROL

- A. See DDC General Conditions
- B. After completion of installation, test and adjust control equipment. Submit data showing set points and final adjustments of controls.
- C. Test pneumatic systems to system pressure maximum of 30 psig. Check calibration of instruments. Recalibrate instruments out of calibration. Replace defective instruments.

3.4 DEMONSTRATION AND TRAINING

- A. See DDC General Conditions
- B. Demonstrate complete operation of systems, including sequence of operation prior to Date of Substantial Completion.
- C. Demonstrate complete and operating system to City of New York.

END OF SECTION



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SECTION 23 21 16 - HYDRONIC PIPING SPECIALTIES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes special-duty valves and specialties for the following:
 - 1. Hot-water heating piping.
 - 2. Condensate-drain piping.
 - 3. Air-vent piping.
 - 4. Safety-valve-inlet and -outlet piping.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of the following:
 - 1. Valves: Include flow and pressure drop curves based on manufacturer's testing for calibrated-orifice balancing valves and automatic flow-control valves.
 - 2. Air-control devices.
 - 3. Hydronic specialties.

1.4 CLOSEOUT SUBMITTALS

- A. Operation and Maintenance Data: For air-control devices, hydronic specialties, and special-duty valves to include in emergency, operation, and maintenance manuals.

1.5 MAINTENANCE MATERIAL SUBMITTALS

- A. Differential Pressure Meter: For each type of balancing valve and automatic flow control valve, include flowmeter, probes, hoses, flow charts, and carrying case.

1.6 QUALITY ASSURANCE

- A. Pipe Welding: Qualify procedures and operators according to ASME Boiler and Pressure Vessel Code: Section IX.



1. Safety valves and pressure vessels shall bear the appropriate ASME label. Fabricate and stamp air separators and expansion tanks to comply with ASME Boiler and Pressure Vessel Code: Section VIII, Division 1.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Hydronic piping components and installation shall be capable of withstanding the following minimum working pressure and temperature unless otherwise indicated:
 1. Hot-Water Heating Piping: 200 deg F.
 2. Condensate-Drain Piping: 150 deg F.
 3. Air-Vent Piping: 200 deg F.
 4. Safety-Valve-Inlet and -Outlet Piping: Equal to the pressure of the piping system to which it is attached.

2.2 VALVES

- A. Gate, Globe, Check, Ball, and Butterfly Valves: Comply with requirements specified in Section 230523 "General-Duty Valves for HVAC Piping".
- B. Automatic Temperature-Control Valves, Actuators, and Sensors: Comply with requirements specified in Section 230900 "Instrumentation and Control for HVAC".
- C. MSS SP-122, "Plastic Industrial Ball Valves," is a standard for plastic ball valves. It is not comprehensive and additional data may be required for certain applications. In general, end types and pressure and temperature ratings are required. No applicable standards are available for plastic butterfly or check valves. CPVC piping in this Section is rated for up to 180 deg F (82 deg C). Verify that plastic valves are adequate for operating temperature of piping systems.
- D. Bronze, Calibrated-Orifice, Balancing Valves:
 1. Manufacturers: Subject to compliance with requirements or comparable product by one of the following:
 - a. Dan Foss
 - b. Bell & Gossett Domestic Pump.
 - c. Taco
 2. Body: Bronze, ball or plug type with calibrated orifice or venturi.
 3. Ball: Brass or stainless steel.
 4. Plug: Resin.
 5. Seat: PTFE.
 6. End Connections: Threaded or socket.
 7. Pressure Gage Connections: Integral seals for portable differential pressure meter.



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8. Handle Style: Lever, with memory stop to retain set position.
9. CWP Rating: Minimum 125 psig.
10. Maximum Operating Temperature: 250 deg F.

E. Automatic Flow-Control Valves:

1. Manufacturers: Subject to compliance with requirements or comparable product by one of the following:
 - a. Dan Foss
 - b. Bell & Gossett Domestic Pump.
 - c. Taco.
2. Body: Brass or ferrous metal.
3. Piston and Spring Assembly: Stainless steel, tamper proof, self-cleaning, and removable.
4. Combination Assemblies: Include bronze or brass-alloy ball valve.
5. Identification Tag: Marked with zone identification, valve number, and flow rate.
6. Size: Same as pipe in which installed.
7. Performance: Maintain constant flow, plus or minus 5 percent over system pressure fluctuations.
8. Minimum CWP Rating: 175 psig.
9. Maximum Operating Temperature: 250 deg F.

2.3 AIR-CONTROL DEVICES

A. Automatic Air Vents:

1. Body: Bronze or cast iron.
2. Internal Parts: Nonferrous.
3. Operator: Noncorrosive metal float.
4. Inlet Connection: NPS 1/2 (DN 15).
5. Discharge Connection: NPS 1/4 (DN 8).
6. CWP Rating: 150 psig.
7. Maximum Operating Temperature: 240 deg F.

B. Bladder Expansion Tanks:

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. AMTROL, Inc.
 - b. Bell & Gossett Domestic Pump.
 - c. Taco, Inc.
2. Tank: Welded steel, rated for 125-psig working pressure and 375 deg F maximum operating temperature. Factory test after taps are fabricated and supports installed and are labeled according to ASME Boiler and Pressure Vessel Code: Section VIII, Division 1.



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3. Bladder: Securely sealed into tank to separate air charge from system water to maintain required expansion capacity.
4. Air-Charge Fittings: Schrader valve, stainless steel with EPDM seats.

C. In-Line Air Separators:

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. AMTROL, Inc.
 - b. Bell & Gossett Domestic Pump.
 - c. Taco, Inc.
2. Tank: One-piece cast iron with an integral weir constructed to decelerate system flow to maximize air separation.
3. Maximum Working Pressure: Up to 175 psig.
4. Maximum Operating Temperature: Up to 300 deg F.

2.4 HYDRONIC PIPING SPECIALTIES

A. Y-Pattern Strainers:

1. Body: ASTM A 126, Class B, cast iron with bolted cover and bottom drain connection.
2. End Connections: Threaded ends for NPS 2 (DN 50) and smaller; flanged ends for NPS 2-1/2 (DN 65) and larger.
3. Strainer Screen: Stainless-steel, 60-mesh strainer, or perforated stainless-steel basket.
4. CWP Rating: 125 psig.

B. Basket Strainers:

1. Body: ASTM A 126, Class B, high-tensile cast iron with bolted cover and bottom drain connection.
2. End Connections: Threaded ends for NPS 2 (DN 50) and smaller; flanged ends for NPS 2-1/2 (DN 65) and larger.
3. Strainer Screen: 60-mesh startup strainer, and perforated stainless-steel basket with 50 percent free area.
4. CWP Rating: 125 psig.

C. Stainless-Steel Bellow, Flexible Connectors:

1. Body: Stainless-steel bellows with woven, flexible, bronze, wire-reinforcing protective jacket.
2. End Connections: Threaded or flanged to match equipment connected.
3. Performance: Capable of 3/4-inch misalignment.
4. CWP Rating: 150 psig.
5. Maximum Operating Temperature: 250 deg F.

D. Spherical, Rubber, Flexible Connectors:



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1. Body: Fiber-reinforced rubber body.
 2. End Connections: Steel flanges drilled to align with Classes 150 and 300 steel flanges.
 3. Performance: Capable of misalignment.
 4. CWP Rating: 150 psig (1035 kPa).
 5. Maximum Operating Temperature: 250 deg F (121 deg C).
- E. Expansion Fittings: Comply with requirements in Section 230516 "Expansion Fittings and Loops for HVAC Piping.

PART 3 - EXECUTION

3.1 VALVE APPLICATIONS

- A. Install shutoff-duty valves at each branch connection to supply mains and at supply connection to each piece of equipment.
- B. Install calibrated-orifice, balancing valves at each branch connection to return main.
- C. Install calibrated-orifice, balancing valves in the return pipe of each heating terminal.
- D. Install check valves at each pump discharge and elsewhere as required to control flow direction.
- E. Install safety valves at hot-water generators and elsewhere as required by ASME Boiler and Pressure Vessel Code. Install drip-pan elbow on safety-valve outlet and pipe without valves to the outdoors; pipe drain to nearest floor drain or as indicated on Drawings. Comply with ASME Boiler and Pressure Vessel Code: Section VIII, Division 1, for installation requirements.
- F. Install pressure-reducing valves at makeup-water connection to regulate system fill pressure.

3.2 HYDRONIC SPECIALTIES INSTALLATION

- A. Install automatic air vents at high points of system piping in mechanical equipment rooms only. Install manual vents at heat-transfer coils and elsewhere as required for air venting.
- B. Install piping from boiler air outlet, air separator, or air purger to expansion tank with a 2 percent upward slope toward tank.
- C. Install in-line air separators in pump suction. Install drain valve on air separators NPS 2 (DN 50) and larger.
- D. Install expansion tanks above the air separator. Install tank fitting in tank bottom and charge tank. Use manual vent for initial fill to establish proper water level in tank.
 1. Install tank fittings that are shipped loose.



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2. Support tank from floor or structure above with sufficient strength to carry weight of tank, piping connections, fittings, plus tank full of water. Do not overload building components and structural members.
- E. Install expansion tanks on the floor. Vent and purge air from hydronic system, and ensure that tank is properly charged with air to suit system Project requirements.

END OF SECTION



SECTION 23 23 00 - REFRIGERANT PIPING

1.1 SUMMARY

A. Section Includes:

1. Refrigerant piping.
2. Unions, flanges, and couplings.
3. Pipe hangers and supports.
4. Refrigerant moisture and liquid indicators.
5. Valves.
6. Refrigerant strainers.
7. Refrigerant pressure regulators.
8. Refrigerant pressure relief valves.
9. Refrigerant filter-driers.
10. Refrigerant solenoid valves.
11. Refrigerant expansion valves.
12. Electronic expansion valves.
13. Refrigerant receivers.
14. Underground pipe markers.
15. Bedding and cover materials.

B. Related Sections:

1. Section 05 12 00 - Structural Steel Framing: Product requirements for touch-up painting of structural steel.
2. Section 07 84 00 - Penetration Product requirements for firestopping for placement by this section.
3. Section 08 31 13 - Access Doors and Frames: Access doors for concealed valves and accessories.
4. Section 09 90 00 - Painting Product requirements for painting for placement by this section.
5. Section 23 05 03 - Pipes and Tubes for HVAC Piping and Equipment: Piping materials for refrigerant systems.
6. Section 23 05 29 - Hangers and Supports for HVAC Piping and Equipment: Product requirements for pipe hangers and supports, sleeves, firestopping for placement by this section.
7. Section 23 05 48 - Vibration and Seismic Controls for HVAC Piping and Equipment: Product requirements for Vibration Isolation for placement by this section.
8. Section 23 05 53 - Identification for HVAC Piping and Equipment: Product requirements for pipe identification for placement by this section.
9. Section 23 07 00 - HVAC Insulation: Product requirements for Piping Insulation for placement by this section.
10. Section 26 05 03 - Equipment Wiring Connections: Execution requirements for electric connections specified by this section.

1.2 REFERENCES

- A. Air-Conditioning and Refrigeration Institute:
1. ARI 495 - Refrigerant Liquid Receivers.
 2. ARI 710 - Liquid-Line Driers.
 3. ARI 730 - Flow-Capacity Rating and Application of Suction-Line Filters and Filter Dryers.
 4. ARI 750 - Thermostatic Refrigerant Expansion Valves.
 5. ARI 760 - Solenoid Valves for Use with Volatile Refrigerants.
- B. American Society of Heating, Refrigerating and Air-Conditioning Engineers:
1. ASHRAE 15 - Safety Code for Mechanical Refrigeration.
- C. American Society of Mechanical Engineers:
1. ASME B16.22 - Wrought Copper and Copper Alloy Solder Joint Pressure Fittings.
 2. ASME B16.26 - Cast Copper Alloy Fittings for Flared Copper Tubes.
 3. ASME B31.5 - Refrigeration Piping.
 4. ASME Section VIII - Boiler and Pressure Vessel Code - Pressure Vessels.
- D. ASTM International:
1. ASTM A53/A53M - Standard Specification for Pipe, Steel, Black and Hot-Dipped, Zinc-Coated, Welded and Seamless.
 2. ASTM A234/A234M - Standard Specification for Piping Fittings of Wrought Carbon Steel and Alloy Steel for Moderate and High Temperature Service.
 3. ASTM B88 - Standard Specification for Seamless Copper Water Tube.
 4. ASTM B88M - Standard Specification for Seamless Copper Water Tube
 5. ASTM B280 - Standard Specification for Seamless Copper Tube for Air Conditioning and Refrigeration Field Service.
 6. ASTM F708 - Standard Practice for Design and Installation of Rigid Pipe Hangers.
 7. ASTM B749 - Standard Specification for Lead and Lead Alloy Strip, Sheet, and Plate Products.
- E. American Welding Society:
1. AWS A5.8 - Specification for Filler Metals for Brazing and Braze Welding.
 2. AWS D1.1 - Structural Welding Code - Steel.
- F. Manufacturers Standardization Society of the Valve and Fittings Industry:
1. MSS SP 58 - Pipe Hangers and Supports - Materials, Design and Manufacturer.
 2. MSS SP 69 - Pipe Hangers and Supports - Selection and Application.



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3. MSS SP 89 - Pipe Hangers and Supports - Fabrication and Installation Practices.

G. Underwriters Laboratories Inc.:

1. UL 429 - Electrically Operated Valves.

1.3 SYSTEM DESCRIPTION

A. Where more than one piping system material is specified, provide compatible system components and joints. Use non-conducting dielectric connections when joining dissimilar metals in systems.

B. Provide flanges, unions, or couplings at locations requiring servicing. Use unions, flanges, or couplings downstream of valves and at equipment connections. Do not use direct welded or threaded connections to valves or equipment.

C. Provide pipe hangers and supports in accordance with ASME B31.5, ASTM F708

D. Flexible Connectors: Use at or near compressors where piping configuration does not absorb vibration.

1.4 SUBMITTALS

A. See DDC General Conditions.

B. Shop Drawings: Indicate layout of refrigeration piping system, including equipment, critical dimensions, and sizes.

C. Product Data:

1. Piping: Submit data on pipe materials, fittings, and accessories.
2. Valves: Submit manufacturers catalog information with valve data and ratings for each service.
3. Hangers and Supports: Submit manufacturers catalog information including load capacity.
4. Refrigerant Specialties: Submit manufacturers catalog information including capacity, component sizes, rough-in requirements, and service sizes for the following:
 - a. Refrigerant moisture and liquid indicators.
 - b. Refrigerant strainers.
 - c. Refrigerant pressure regulators.
 - d. Refrigerant pressure relief valves.
 - e. Refrigerant filter-driers.
 - f. Refrigerant solenoid valves.
 - g. Refrigerant expansion valves.



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h. Electronic expansion valves.

- D. Engineering Data: Indicate pipe size. Indicate load carrying capacity of trapeze, multiple pipe, and riser support hangers.
- E. Test Reports: Indicate results of refrigerant leak test piping system pressure test.
- F. Manufacturer's Installation Instructions: Submit hanging and support methods, joining procedures and isolation.
- G. Manufacturer's Certificate: Certify Products meet or exceed specified requirements.
- H. Welders Certificates: Certify welders employed on the Work, verifying AWS qualification within previous 12 months.

1.5 CLOSEOUT SUBMITTALS

- A. See DDC General Conditions.
- B. Project Record Documents: Record actual locations of valves, equipment and refrigerant accessories.
- C. Operation and Maintenance Data: Submit instructions for installation and changing components, spare parts lists, exploded assembly views.

1.6 QUALITY ASSURANCE

- A. Perform Work in accordance with ASME B31.5 code for installation of refrigerant piping systems.
- B. Perform Work in accordance with applicable code AWS D1.1 for welding hanger and support attachments to building structure.
- C. Maintain one copy of each document on site.

1.7 QUALIFICATIONS

- A. Manufacturer: Company specializing in manufacturing products specified in this section with minimum three year experience.
- B. Fabricator or Installer: Company specializing in performing Work of this section with minimum three year experience.



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1.8 PRE-INSTALLATION MEETINGS

- A. See DDC General Conditions.
- B. Convene minimum one week prior to commencing work of this section.

1.9 DELIVERY, STORAGE, AND HANDLING

- A. See DDC General Conditions.
- B. Dehydrate and charge refrigeration components including piping and receivers, seal prior to shipment. Maintain seal until connected into system.
- C. Accept valves on site in shipping containers with labeling in place. Inspect for damage.
- D. Provide temporary end caps and closures on piping and fittings. Maintain in place until installation.
- E. Protect piping systems from entry of foreign materials by temporary covers, completing sections of the Work, and isolating parts of completed system.

1.10 ENVIRONMENTAL REQUIREMENTS

- A. See DDC General Conditions.
- B. Do not install underground piping when bedding is wet or frozen.

1.11 FIELD MEASUREMENTS

- A. Verify field measurements prior to fabrication.

1.12 COORDINATION

- A. See DDC General Conditions.
- B. Coordinate piping systems with requirements of Section 23 81 26

1.13 WARRANTY

- A. See DDC General Requirements
- B. Furnish Three year manufacturer warranty for valves excluding packing.



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1.14 MAINTENANCE MATERIALS

- A. See DDC General Requirements.
- B. Furnish two refrigerant oil test kits each containing everything required for conducting one test.

1.15 EXTRA MATERIALS

- A. See DDC General Requirements.
- B. Furnish two packing kits for each size and valve type.
- C. Furnish two refrigerant filter-dryer cartridges of each type.

PART 2 PRODUCTS

2.1 REFRIGERANT PIPING

- A. Copper Tubing: ASTM B280, Type ACR hard drawn.
 - 1. Fittings: ASME B16.22 wrought copper.
 - 2. Joints: Braze, AWS A5.8 Cup silver/phosphorus/copper alloy with melting range 1190 to 1480 degrees F
- B. Copper Tubing to 7/8 inch OD: ASTM B88, Type K, annealed.
 - 1. Fittings: ASME B16.26 cast copper, compression type.
 - 2. Joints: Flared.

2.2 UNIONS, FLANGES, AND COUPLINGS

- A. 2 inches and Smaller:
 - 1. Ferrous Piping: 150 psig malleable iron, threaded.
 - 2. Copper Pipe: Bronze, soldered joints.
- B. 2-1/2 inches and Larger:
 - 1. Ferrous Piping: 150 psig forged steel, slip-on.
 - 2. Copper Piping: Bronze.
 - 3. Gaskets: 1/16 inch thick preformed neoprene.
- C. Grooved and Shouldered Pipe End Couplings:
 - 1. Housing Clamps: Malleable iron galvanized to engage and lock designed to permit some angular deflection, contraction, and expansion.



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2. Sealing Gasket: C-shape elastomer composition for operating temperature range from -30 degrees F to 230 degrees F.
 3. Accessories: Steel bolts, nuts, and washers.
- D. Dielectric Connections: Union with galvanized or plated steel threaded end, copper solder end, water impervious isolation barrier.

2.3 PIPE HANGERS AND SUPPORTS

- A. Manufacturers:
1. Carpenter & Paterson Inc.
 2. Flex-Weld, Inc.
 3. Glope Pipe Hanger Products Inc.
 4. Michigan Hanger Co.
 5. Approved Equal
- B. Conform to ASME B31.5, ASTM F708,
- C. Hangers for Pipe Sizes 1/2 to 1-1/2 inch Malleable iron, adjustable swivel, split ring.
- D. Hangers for Cold Pipe Sizes 2 inches and Larger: Carbon steel, adjustable, clevis.
- E. Hangers for Hot Pipe Sizes 2 to 4 inches Carbon steel, adjustable, clevis.
- F. Multiple or Trapeze Hangers: Steel channels with welded spacers and hanger rods.
- G. Wall Support for Pipe Sizes 3 inches and Smaller: Cast iron hooks.
- H. Wall Support for Pipe Sizes 4 inches and Larger: Welded steel bracket and wrought steel clamp.
- I. Vertical Support: Steel riser clamp.
- J. Floor Support for Cold Pipe: Cast iron adjustable pipe saddle, lock nut, nipple, floor flange, and concrete pier or steel support.
- K. Floor Support for Hot Pipe 4 inches and Smaller: Cast iron adjustable pipe saddle, lock nut, nipple, floor flange, and concrete pier or steel support.
- L. Copper Pipe Support: Carbon steel rings, adjustable, copper plated.
- M. Hanger Rods: Mild steel threaded both ends, threaded one end, or continuous threaded.



- N. Inserts: Malleable iron case of galvanized steel shell and expander plug for threaded connection with lateral adjustment, top slot for reinforcing rods, lugs for attaching to forms; size inserts to suit threaded hanger rods.
- O. Sheet Lead: ASTM B749, 2.5 lb/sq ft 0.039 inch thick.

2.4 REFRIGERANT MOISTURE AND LIQUID INDICATORS

A. Manufacturers:

1. Alco Controls Div, Emerson Electric Co.
2. Parker Hannifin Corp., Refrig. & Air Cond. Div.
3. Sporlan Valve Co.
4. Approved Equal

B. Indicators:

1. Port: Single, UL listed.
2. Body: Copper or brass, flared or solder ends.
3. Sight glass: Color-coded paper moisture indicator with removable element cartridge and plastic cap.
4. Maximum working pressure: 500 psig.
5. Maximum working temperature: 200 degrees F.

PART 3 EXECUTION

3.1 EXAMINATION

- A. See DDC General Conditions.
- B. Verify excavations are to required grade, dry, and not over-excavated.

3.2 PREPARATION

- A. Ream pipe and tube ends. Remove burrs. Bevel plain end ferrous pipe.
- B. Remove scale and dirt on inside and outside before assembly.
- C. Prepare piping connections to equipment with flanges or unions.
- D. Keep open ends of pipe free from scale and dirt. Protect open ends with temporary plugs or caps.



3.3 INSTALLATION - INSERTS

- A. Provide inserts for placement in concrete forms.
- B. Provide inserts for suspending hangers from reinforced concrete slabs and sides of reinforced concrete beams.
- C. Provide hooked rod to concrete reinforcement section for inserts carrying pipe 4 inches and larger.
- D. Where concrete slabs form finished ceiling, locate inserts flush with slab surface.
- E. Where inserts are omitted, drill through concrete slab from below and provide through-bolt with recessed square steel plate and nut flush with top of slab.

3.4 INSTALLATION - PIPE HANGERS AND SUPPORTS

- A. Install hangers and supports in accordance with ASME B31.5, ASTM F708, and MSS SP 89.
- B. Support horizontal piping hangers as scheduled.
- C. Install hangers to provide minimum 1/2 inch space between finished covering and adjacent work.
- D. Place hangers within 12 inches of each horizontal elbow.
- E. Install hangers to allow 1-1/2 inch minimum vertical adjustment. Provide hangers for pipe movement without disengagement of supported pipe.
- F. Support vertical piping at every other floor. Support riser piping independently of connected horizontal piping.
- G. Where installing several pipes in parallel and at same elevation, provide multiple pipe hangers or trapeze hangers.
- H. Provide copper plated hangers and supports for copper piping sheet lead packing between hanger or support and piping.
- I. Prime coat exposed steel hangers and supports in accordance with Section 09 90 00. Finish paint exposed steel hangers and supports in accordance with Section 09 90 00 Hangers and supports located in crawl spaces, pipe shafts, and suspended ceiling spaces are not considered exposed.
- J. Install pipe hangers and supports in accordance with Section 23 05 29.



3.5 INSTALLATION - ABOVE GROUND PIPING SYSTEMS

- A. Route piping parallel to building structure and maintain gradient.
- B. Install piping to conserve building space, and not interfere with use of space.
- C. Group piping whenever practical at common elevations.
- D. Sleeve pipe passing through partitions, walls and floors. Refer to Section 23 05 29.
- E. Install pipe identification in accordance with Section 23 05 53.
- F. Install piping to allow for expansion and contraction without stressing pipe, joints, or connected equipment.
- G. Provide access where valves and fittings are not exposed. Coordinate size and location of access doors with Section 08 31 13.
- H. Arrange refrigerant piping to return oil to compressor. Provide traps and loops in piping, and provide double risers as required. Slope horizontal piping 0.40 percent in direction of flow.
- I. Flood refrigerant piping system with nitrogen when brazing.
- J. Where pipe support members are welded to structural building framing, scrape, brush clean, and apply one coat of zinc rich primer to welds. Refer to Section 05 12 00.
- K. Prepare unfinished pipe, fittings, supports, and accessories, ready for finish painting. Refer to Section 09 90 00.
- L. Install valves with stems upright or horizontal, not inverted.
- M. Insulate piping and equipment; refer to Section 23 07 00.
- N. Provide replaceable cartridge filter-dryers, with isolation valves and bypass with valve.
- O. Locate expansion valve sensing bulb immediately downstream of evaporator on suction line.
- P. Provide external equalizer piping on expansion valves with refrigerant distributor connected to evaporator.



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- Q. Install flexible connectors at right angles to axial movement of compressor, parallel to crankshaft.
- R. Provide electrical connection to solenoid valves. Refer to Section 26 05 03.
- S. Fully charge completed system with refrigerant after testing.
- T. Follow ASHRAE 15 procedures for charging and purging of systems and for disposal of refrigerant.
- U. Install refrigerant piping in accordance with ASME B31.5.

3.6 INSTALLATION - REFRIGERANT SPECIALTIES

- A. Refrigerant Liquid Indicators:
 1. Install line size liquid indicators in main liquid line downstream of condenser.
 2. When receiver is provided, install line size liquid indicators in liquid line downstream of receiver.
 3. Install line size liquid indicators downstream of liquid solenoid valves.
- B. Refrigerant Valves:
 1. Install service valves on compressor suction and discharge.
 2. Install gage taps at compressor inlet and outlet.
 3. Install gage taps at hot gas bypass regulators, inlet and outlet.
 4. Install check valves on compressor discharge.
 5. Install check valves on condenser liquid lines on multiple condenser systems.
 6. Install refrigerant charging valve in liquid line between receiver shut-off valve and expansion valve.
- C. Strainers:
 1. Install line size strainer upstream of each automatic valve.
 2. Where multiple expansion valves with integral strainers are used, install single main liquid-line strainer.
 3. On steel piping systems, install strainer in suction line.
 4. Install shut-off valves on each side of strainer.
- D. Install pressure relief valves on ASME receivers. Install relief valve discharge piping to terminate outdoors.
- E. Filter-Dryers:
 1. Install permanent filter-dryers in low temperature systems.
 2. Install permanent filter-dryer in systems containing hermetic compressors.



3. Install replaceable cartridge filter-dryer vertically in liquid line adjacent to receivers.
 4. Install replaceable cartridge filter-dryer upstream of each solenoid valve.
- F. Solenoid Valves:
1. Install in liquid line of systems operating with single pump-out or pump-down compressor control.
 2. Install in liquid line of single or multiple evaporator systems.
 3. Install in oil bleeder lines from flooded evaporators to stop flow of oil and refrigerant into suction line when system shuts down.

3.7 FIELD QUALITY CONTROL

- A. See DDC General Conditions.
- B. Prior to initial operation examine and inspect piping system for conformance to plans and specifications and ASME B31.5. Correct equipment, material, or work rejected because of defects or nonconformance with plans and specifications, and ANSI codes for pressure piping.
- C. After completion of piping installation and prior to initial operation, conduct test on piping system according to ASME B31.5. MC1108.1 and 1108.4. Furnish materials and equipment required for tests. Perform tests in the presence of Resident Engineer. If the test fails, correct defects and perform the test again until it is satisfactorily done and all joints are proved tight.
- D. Every refrigerant-containing parts of the system that is erected on the premises, except compressors, condensers, evaporators, safety devices, pressure gages, control mechanisms and systems that are factory tested, shall be tested and proved tight after complete installation, and before operation.
- E. The high and low side of each system shall be tested and proved tight at not less than the lower of the design pressure or the setting of the pressure-relief device protecting the high or low side of the system, respectively, except systems erected on the premises using non-toxic and non-flammable Group A1 refrigerants with copper tubing not exceeding DN 18 (NPS 5/8). This may be tested by means of the refrigerant charged into the system at the saturated vapor pressure of the refrigerant at 20 degrees C (68 degrees F) minimum.
- F. Test Medium: A suitable dry gas such as nitrogen or shall be used for pressure testing. The means used to build up test pressure shall have either a pressure-limiting device or pressure-reducing device with a pressure-relief device and a gage on the outlet side. The pressure relief device shall be set above the test



pressure but low enough to prevent permanent deformation of the system components.

3.8 System test and charging

- A. System Test and Charging: As recommended by the equipment manufacturer or as follows:
- B. Connect a drum of refrigerant to charging connection and introduce enough refrigerant into system to raise the pressure to 70 kPa (10 psi) gage. Close valves and disconnect refrigerant drum. Test system for leaks with halide test torch or other approved method suitable for the test gas used. Repair all leaking joints and retest.
- C. Connect a drum of dry nitrogen to charging valve and bring test pressure to design pressure for low side and for high side. Test entire system again for leaks.
- D. Evacuate the entire refrigerant system by the triplicate evacuation method with a vacuum pump equipped with an electronic gage reading in mPa (microns). Pull the system down to 665 mPa (500 microns) 665 mPa (2245.6 inches of mercury at 60 degrees F) and hold for four hours then break the vacuum with dry nitrogen (or refrigerant). Repeat the evacuation two more times breaking the third vacuum with the refrigeration to be charged and charge with the proper volume of refrigerant.

3.9 SCHEDULES

A. Pipe Hanger Spacing:

PIPE SIZE Inches	COPPER TUBING MAXIMUM HANGER SPACING Feet	STEEL PIPE MAXIMUM HANGER SPACING Feet	MINIMUM HANGER ROD DIAMETER COPPER TUBING Inches	MINIMUM HANGER ROD DIAMETER STEEL PIPE Inches
1/2	5	7	3/8	3/8
3/4	5	7	3/8	3/8
1	6	7	3/8	3/8



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1-1/4	7	7	3/8	3/8
1-1/2	8	9	3/8	3/8
2	8	10	3/8	3/8
2-1/2	9	11	1/2	1/2
3	10	12	1/2	1/2

END OF SECTION



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SECTION 23 31 00 - HVAC DUCTS AND CASINGS

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes:

1. Duct Materials.
2. Flexible ducts.
3. Insulated flexible ducts.
4. Transverse duct connection system.
5. Casings.
6. Ductwork fabrication.
7. Duct cleaning.

B. Related Sections:

1. Section 09 91 00 – Painting Execution requirements for Weld priming, weather resistant, paint or coating specified by this section.
2. Section 23 05 29 - Hangers and Supports for HVAC Piping and Equipment: Product requirements for hangers, supports and sleeves for placement by this section.
3. Section 23 33 00 - Air Duct Accessories: Product requirements for duct accessories for placement by this section.

1.2 REFERENCES

A. ASTM International:

1. ASTM A36/A36M - Standard Specification for Carbon Structural Steel.
2. ASTM A90/A90M - Standard Test Method for Weight Mass of Coating on Iron and Steel Articles with Zinc or Zinc-Alloy Coatings.
3. ASTM A167 - Standard Specification for Stainless and Heat-Resisting Chromium-Nickel Steel Plate, Sheet, and Strip.
4. ASTM A568/A568M - Standard Specification for Steel, Sheet, Carbon, and High-Strength, Low-Alloy, Hot-Rolled and Cold-Rolled, General Requirements for.
5. ASTM A653/A653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process.
6. ASTM A1008/A1008M - Standard Specification for Steel, Sheet, Cold-Rolled, Carbon, Structural, High-Strength Low-Alloy and High-Strength Low-Alloy with Improved Formability.



7. ASTM A1011/A1011M - Standard Specification for Steel, Sheet and Strip, Hot-Rolled, Carbon, Structural, High-Strength Low-Alloy and High-Strength Low-Alloy with Improved Formability.
8. ASTM B209 - Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate.
9. ASTM B209M - Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate.
10. ASTM C14 - Standard Specification for Concrete Sewer, Storm Drain, and Culvert Pipe.
11. ASTM C14M - Standard Specification for Concrete Sewer, Storm Drain, and Culvert Pipe.
12. ASTM C443 - Standard Specification for Joints for Circular Concrete Sewer and Culvert Pipe, Using Rubber Gaskets.
13. ASTM C443M - Standard Specification for Joints for Circular Concrete Sewer and Culvert Pipe, Using Rubber Gaskets.
14. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials.

B. National Fire Protection Association:

1. NFPA 90A - Standard for the Installation of Air Conditioning and Ventilating Systems.
2. NFPA 90B - Standard for the Installation of Warm Air Heating and Air Conditioning Systems.
3. NFPA 96 - Standard for Ventilation Control and Fire Protection of Commercial Cooking Operations.

C. Sheet Metal and Air Conditioning Contractors:

1. SMACNA - Fibrous Glass Duct Construction Standards.
2. SMACNA - HVAC Air Duct Leakage Test Manual.
3. SMACNA - HVAC Duct Construction Standard - Metal and Flexible.

D. Underwriters Laboratories Inc.:

1. UL 181 - Factory-Made Air Ducts and Connectors.

1.3 PERFORMANCE REQUIREMENTS

- A. Variation of duct configuration or sizes other than those of equivalent or lower loss coefficient is not permitted except by written permission. Size round ducts installed in place of rectangular ducts in accordance with ASHRAE table of equivalent rectangular and round ducts.

1.4 SUBMITTALS

- A. See DDC General Conditions



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- B. Shop Drawings: Submit duct fabrication drawings, drawn to scale not smaller than 3/8 inch equals 1 foot, on drawing sheets same size as Contract Documents, indicating:
1. Fabrication, assembly, and installation details, including plans, elevations, sections, details of components, and attachments to other work.
 2. Duct layout, indicating pressure classifications and sizes in plan view. For exhaust duct systems, indicate classification of materials handled as defined in this section.
 3. Fittings.
 4. Reinforcing details and spacing.
 5. Seam and joint construction details.
 6. Penetrations through fire rated and other walls.
 7. Hangers and supports, including methods for building attachment, vibration isolation, and duct attachment.
- C. Product Data: Submit data for duct materials duct liner duct connectors.
- D. Samples: Submit two samples of typical shop fabricated duct fittings.
- E. Test Reports: Indicate pressure tests performed. Include date, section tested, test pressure, and leakage rate, following SMACNA HVAC Air Duct Leakage Test Manual.
- F. Manufacturer's Installation Instructions: Submit special procedures for glass fiber ducts.
- G. Manufacturer's Certificate: Certify installation of glass fiber ductwork meet or exceed specified requirements recommended fabrication and installation requirements. Duct products meet or exceed specified requirements.

1.5 CLOSEOUT SUBMITTALS

- A. See DDC General Conditions
- B. Project Record Documents: Record actual locations of ducts and duct fittings. Record changes in fitting location and type. Show additional fittings used.

1.6 QUALITY ASSURANCE

- A. Perform Work in accordance with SMACNA - HVAC Duct Construction Standards - Metal and flexible.
- B. Construct ductwork to NFPA 90A and NFPA 90B and NFPA 96 standards.
- C. Maintain one copy of each document on site.



1.7 QUALIFICATIONS

- A. Manufacturer: Company specializing in manufacturing products specified in this section with minimum three years documented experience.
- B. Installer: Company specializing in performing Work of this section with minimum three years documented experience.

1.8 PRE-INSTALLATION MEETINGS

- A. See DDC General Conditions
- B. Convene minimum one week prior to commencing work of this section.

1.9 ENVIRONMENTAL REQUIREMENTS

- A. See DDC General Conditions
- B. Do not install duct sealant when temperatures are less than those recommended by sealant manufacturers.
- C. Maintain temperatures during and after installation of duct sealant.

1.10 FIELD MEASUREMENTS

- A. Verify field measurements prior to fabrication.

1.11 WARRANTY

- A. See DDC General Conditions
- B. Furnish five year manufacturer warranty for ducts.

PART 2 PRODUCT

2.1 DUCT MATERIAL

- A. Manufacturers:
 - 1. Armstrong World Industries, Inc.
 - 2. Owens-Corning Fiberglass Corp.
 - 3. Johns Manville
 - 4. 3M Products.



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- B. Galvanized Steel Ducts: ASTM A653/A653M galvanized steel sheet, lock-forming quality, having G60 G90 zinc coating of in conformance with ASTM A90/A90M.
- C. Steel Ducts: ASTM A1008/A1008M ASTM A1011/A1011M ASTM A568/A568M.
- D. Aluminum Ducts: ASTM B209 (ASTM B209M); aluminum sheet, alloy 3003-H14. Aluminum Connectors and Bar Stock: Alloy 6061-T6 or of equivalent strength.
- E. Stainless Steel Ducts: ASTM A167, Type 304. 316.
- F. Concrete Ducts: ASTM C14 (ASTM C14M); hub and spigot concrete sewer pipe with ASTM C443 (ASTM C443M) joints, rubber gaskets.
- G. Fasteners: Rivets, bolts, or sheet metal screws.
- H. Hanger Rod: ASTM A36/A36M; steel, galvanized; threaded both ends, threaded one end, or continuously threaded.

2.2 DUCTWORK FABRICATION

- A. Fabricate and support rectangular ducts in accordance with SMACNA HVAC Duct Construction Standards - Metal and Flexible and as indicated on Drawings. Provide duct material, gages, reinforcing, and sealing for operating pressures indicated.
- B. Fabricate and support round ducts with longitudinal seams in accordance with SMACNA HVAC Duct Construction Standards - Metal and Flexible (Round Duct Construction Standards), and as indicated on Drawings. Provide duct material, gages, reinforcing, and sealing for operating pressures indicated.
- C. Construct T's, bends, and elbows with minimum radius 1-1/2 times centerline duct width. Where not possible and where rectangular elbows are used, provide airfoil turning vanes. Where acoustical lining is indicated, furnish turning vanes of perforated metal with glass fiber insulation.
- D. Increase duct sizes gradually, not exceeding 15 degrees divergence wherever possible; maximum 30 degrees divergence upstream of equipment and 45 degrees convergence downstream.



- E. Fabricate continuously welded round and oval duct fittings two gages heavier than duct gages indicated in SMACNA Standard. Minimum 4 inch (100 mm) cemented slip joint, brazed or electric welded. Prime coat welded joints.
- F. Provide standard 45-degree lateral wye takeoffs. When space does not allow 45-degree lateral wye takeoff, use 90-degree conical tee connections.

PART 3 EXECUTION

3.1 EXAMINATION

- A. DDC General Conditions
- B. Verify sizes of equipment connections before fabricating transitions.

3.2 INSTALLATION

- A. Install and seal ducts in accordance with SMACNA HVAC Duct Construction Standards - Metal and Flexible.
- B. Install glass fiber ducts in accordance with SMACNA Fibrous Glass Duct Construction Standards. Obtain manufacturer's inspection and acceptance of fabrication and installation at beginning of installation.
- C. During construction, install temporary closures of metal or taped polyethylene on open ductwork to prevent construction dust from entering ductwork system.
- D. Use crimp joints with or without bead or beaded sleeve couplings for joining round duct sizes 8 inches and smaller.
- E. Install duct hangers and supports in accordance with Section 23 05 29.
- F. Use double nuts and lock washers on threaded rod supports.
- G. Slope underground ducts to plenums or low pump out points at 1: 500. Install access doors for inspection.
- H. Paint buried metal ductwork without factory jacket with one coat and seams and joints with additional coat of asphalt base protective coating.
- I. Connect flexible ducts to metal ducts with liquid adhesive plus tape.
- J. Set plenum doors 6 to 12 inches above floor. Arrange door swing so fan static pressure holds door in closed position.



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- K. Casings: Install floor mounted casings on 4 inch high concrete curbs. Refer to Section 03 30 00. At floor, rivet panels on 8 inch centers to angles. Where floors are acoustically insulated, furnish liner of 18 gage galvanized expanded metal mesh supported at 12 inch centers, turned up 12 inches at sides with sheet metal shields.

3.3 CLEANING

- A. See DDC General Conditions
- B. Clean duct system and force air at high velocity through duct to remove accumulated dust. To obtain sufficient air flow, clean one half of system completely before proceeding to other half. Protect equipment with potential to be harmed by excessive dirt with temporary filters, or bypass during cleaning.
- C. Clean duct systems with high power vacuum machines. Protect equipment with potential to be harmed by excessive dirt with filters, or bypass during cleaning. Install access openings into ductwork for cleaning purposes.

END OF SECTION



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SECTION 23 33 00 - AIR DUCT ACCESSORIES

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
1. Back-draft dampers.
 2. Combination fire-and-smoke dampers.
 3. Duct access doors.
 4. Fire dampers.
 5. Volume control dampers.
 6. Flexible duct connections.
 7. Duct test holes.
- B. Related Sections:
1. Section 23 09 00 - Instrumentation and Control for HVAC: Execution and Product requirements for connection and control of Combination Smoke and Fire Dampers for placement by this section.
 2. Section 23 31 00 - HVAC Ducts and Casings: Requirements for duct construction and pressure classifications.
 3. Section 26 05 03 - Equipment Wiring Connections: Execution requirements for connection of electrical Combination Smoke and Fire Dampers specified by this section.

1.2 REFERENCES

- A. Air Movement and Control Association International, Inc.:
1. AMCA 500 - Test Methods for Louvers, Dampers, and Shutters.
- B. ASTM International:
1. ASTM E1 - Standard Specification for ASTM Thermometers.
- C. National Fire Protection Association:
1. NFPA 90A - Standard for the Installation of Air Conditioning and Ventilating Systems.
 2. NFPA 92A - Recommended Practice for Smoke-Control Systems.
- D. Sheet Metal and Air Conditioning Contractors National Association:
1. SMACNA - HVAC Duct Construction Standard - Metal and Flexible.
- E. Underwriters Laboratories Inc.:
1. UL 555 - Standard for Safety for Fire Dampers.
 2. UL 555C - Standard for Safety for Ceiling Dampers.



3. UL 555S - Standard for Safety for Smoke Dampers.

1.3 SUBMITTALS

- A. See DDC General Conditions -
- B. Shop Drawings: Indicate for shop fabricated assemblies including volume control dampers duct access doors and duct test holes.
- C. Product Data: Submit data for shop fabricated assemblies and hardware used.
- D. Product Data: Submit for the following. Include where applicable electrical characteristics and connection requirements.
 1. Fire dampers including locations and ratings.
 2. Smoke dampers including locations and ratings.
 3. Backdraft dampers.
 4. Flexible duct connections.
 5. Volume control dampers.
 6. Duct access doors.
- E. Product Data: For combination fire and smoke dampers submit the following:
 1. Include UL ratings, dynamic ratings, leakage, pressure drop and maximum pressure data.
 2. Indicate materials, construction, dimensions, and installation details.
 3. Damper pressure drop ratings based on tests and procedures performed in accordance with AMCA 500.
- F. Manufacturer's Installation Instructions: Submit for Fire and Combination Smoke and Fire Dampers.
- G. Manufacturer's Certificate: Certify products meet or exceed specified requirements.

1.4 CLOSEOUT SUBMITTALS

- A. See DDC General Conditions.
- B. Project Record Documents: Record actual locations of access doors.
- C. Operation and Maintenance Data: Submit for Combination Smoke and Fire Dampers.

1.5 QUALITY ASSURANCE

- A. Dampers tested, rated and labeled in accordance with the latest UL requirements.



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- B. Damper pressure drop ratings based on tests and procedures performed in accordance with AMCA 500.
 - C. Maintain one copy of each document on site.
- 1.6 QUALIFICATIONS
- A. Manufacturer: Company specializing in manufacturing products specified in this section with minimum three years documented experience.
- 1.7 PRE-INSTALLATION MEETINGS
- A. See DDC General Conditions.
 - B. Convene minimum one week prior to commencing work of this section.
- 1.8 DELIVERY, STORAGE, AND HANDLING
- A. See DDC General Conditions.
 - B. Protect dampers from damage to operating linkages and blades.
 - C. Delivery: Deliver materials to site in manufacturer's original, unopened containers and packaging, with labels clearly indicating manufacturer and material.
 - D. Storage: Store materials in a dry area indoor, protected from damage.
 - E. Handling: Handle and lift dampers in accordance with manufacturer's instructions. Protect materials and finishes during handling and installation to prevent damage.
- 1.9 FIELD MEASUREMENTS
- A. Verify field measurements prior to fabrication.
- 1.10 COORDINATION
- A. See DDC General Conditions.
 - B. Coordinate Work where appropriate with building control Work.
- 1.11 WARRANTY
- A. See DDC General Conditions.
 - B. Furnish five year manufacturer warranty for duct accessories.



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1.12 EXTRA MATERIALS

- A. See DDC General Conditions.
- B. Furnish two of each size and type of fusible link.

PART 2 PRODUCTS

2.1 BACK-DRAFT DAMPERS

- A. Manufacturers:
 - 1. Ruskin
 - 2. GreenHeck
 - 3. Penn Ventilator
 - 4. Approved Equal
- B. Product Description: Multi-Blade, back-draft dampers: Parallel-action, gravity-balanced, Galvanized 16 gage thick steel, or extruded aluminum. Blades, maximum 6 inch width, center pivoted, with felt or flexible vinyl sealed edges. Blades linked together in rattle-free manner with 90-degree stop, steel ball bearings, and plated steel pivot pin. Furnish dampers with adjustment device to permit setting for varying differential static pressure.

2.2 COMBINATION FIRE AND SMOKE DAMPERS

- A. Manufacturers:
 - 1. Ruskin
 - 2. GreenHeck
 - 3. Nailor
 - 4. Approved Equal
- B. Fabricate in accordance with NFPA 90A, UL 555, and UL 555S.
- C. Fire Resistance: 1-1/2 hours 3 hours.
- D. Leakage Rating: Class I, maximum of 8 cfm at 4 inches wg. differential pressure
Class II, maximum of 20 cfm at 4 inches wg differential pressure.
- E. Damper Temperature Rating: 250 degrees F or 350 degrees F.
- F. Frame: 16 gage, galvanized steel.
- G. Blades:
 - 1. Style: Single skin with 3 longitudinal grooves
 - 2. Action: Opposed.



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3. Orientation: Horizontal.
 4. Material: Minimum 14 gage equivalent thickness, galvanized steel.
 5. Width: Maximum 6 inches.
- H. Bearings: Stainless steel pressed into frame.
- I. Seals: Silicone blade edge seals and flexible stainless steel jamb seals.
- J. Linkage: Concealed in frame.
- K. Release Device: Close in controlled manner and allow damper to be automatically reset.
- L. Actuator:
 1. Type: Electric 120 volt, 60 hertz, modulating, fail close
 2. Mounting: External.
- M. Fusible Link Release Temperature: 165 degrees F.
- N. Finish: Mill galvanized.
- O. Factory installed sleeve and mounting angles. Furnish silicone caulk factory applied to sleeve at damper frame to comply with leakage rating requirements.

2.3 DUCT ACCESS DOORS

- A. Manufacturers:
 1. Green Heck
 2. Nailor
 3. Ruskin
 4. Approved Equal
- B. Fabricate in accordance with SMACNA HVAC Duct Construction Standards - Metal and Flexible, and as indicated on Drawings.
- C. Fabrication: Rigid and close fitting of galvanized steel with sealing gaskets and quick fastening locking devices. For insulated ductwork, furnish minimum 1 inch thick insulation with sheet metal cover.
 1. Less than 12 inches square, secure with sash locks.
 2. Up to 18 inches Square: Furnish two hinges and two sash locks.
 3. Up to 24 x 48 inches: Three hinges and two compression latches with outside and inside handles.
 4. Larger Sizes: Furnish additional hinge.
 5. Access panels with sheet metal screw fasteners are not acceptable.



2.4 VOLUME CONTROL DAMPERS

- A. Manufacturers:
1. Ruskin
 2. Green Heck
 3. Nailor
 4. Approved Equal
- B. Fabricate in accordance with SMACNA HVAC Duct Construction Standards - Metal and Flexible, and as indicated on Drawings.
- C. Splitter Dampers:
1. Material: Same gage as duct to 24 inches size in both dimensions, and two gages heavier for sizes over 24 inches.
 2. Blade: Fabricate of double thickness sheet metal to streamline shape, secured with continuous hinge or rod.
 3. Operator: Minimum 1/4 inch diameter rod in self aligning, universal joint action, flanged bushing with set screw.
 4. Single Blade Dampers: Fabricate for duct sizes up to 6 x 30 inch.
- D. Multi-Blade Damper: Fabricate of opposed blade pattern with maximum blade sizes 8 x 72 inch. Assemble center and edge crimped blades in prime coated or galvanized frame channel with suitable hardware.
- E. End Bearings: Except in round ductwork 12 inches and smaller, furnish end bearings. On multiple blade dampers, furnish oil-impregnated nylon or sintered bronze bearings. Furnish closed end bearings on ducts having pressure classification over 2 inches wg.
- F. Quadrants:
1. Furnish locking, indicating quadrant regulators on single and multi-blade dampers.
 2. On insulated ducts mount quadrant regulators on standoff mounting brackets, bases, or adapters.
 3. Where rod lengths exceed 30 inches furnish regulator at both ends.

2.5 FLEXIBLE DUCT CONNECTIONS

- A. Fabricate in accordance with SMACNA HVAC Duct Construction Standards - Metal and Flexible, and as indicated on Drawings.
- B. Connector: Fabric crimped into metal edging strip.
1. Fabric: UL listed fire-retardant neoprene coated woven glass fiber fabric conforming to NFPA 90A, minimum density 30 oz per sq yd.
 2. Net Fabric Width: Approximately 3 inches wide.



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3. Metal: 3 inch wide, 24 gage galvanized steel.
- C. Leaded Vinyl Sheet: Minimum 0.55 inch thick, 0.87 lbs. per sq ft, 10 dB attenuation in 10 to 10,000 Hz range.

PART 3 EXECUTION

3.1 EXAMINATION

- A. See DDC General Conditions.
- B. Verify rated walls are ready for fire damper installation.
- C. Verify ducts and equipment installation is ready for accessories.
- D. Check location of air outlets and inlets and make necessary adjustments in position to conform to architectural features, symmetry, and lighting arrangement.

3.2 INSTALLATION.

- A. Install in accordance with NFPA 90A, and follow SMACNA HVAC Duct Construction Standards - Metal and Flexible. Refer to Section 23 31 00 for duct construction and pressure class.
- B. Install back-draft dampers on exhaust fans or exhaust ducts nearest to outside and where indicated on Drawings.
- C. Access Doors: Install access doors at the following locations and as indicated on Drawings:
 1. Spaced every 50 feet of straight duct.
 2. Upstream of each elbow.
 3. Upstream of each reheat coil.
 4. Before and after each duct mounted filter.
 5. Before and after each duct mounted coil.
 6. Before and after each duct mounted fan.
 7. Before and after each automatic control damper.
 8. Before and after each fire damper smoke damper combination fire and smoke damper.
 9. Downstream of each VAV box.
 10. Install at locations for cleaning kitchen exhaust ductwork in accordance with NFPA 96.



- D. Access Door Sizes: Install minimum 8 x 8 inch size for hand access, 18 x 18 inch size for shoulder access, and as indicated on Drawings. Install 4 x 4 inch for balancing dampers only. Review locations prior to fabrication.
- E. Install temporary duct test holes where indicated on Drawings and required for testing and balancing purposes. Cut or drill in ducts. Cap with neat patches, neoprene plugs, threaded plugs, or threaded or twist-on metal caps.
- F. Install fire dampers and combination fire and smoke dampers at locations as indicated on Drawings. Install with required perimeter mounting angles, sleeves, breakaway duct connections, corrosion resistant springs, bearings, bushings and hinges.
 - 1. Install smoke dampers and combination smoke and fire dampers in accordance with NFPA 92A.
 - 2. Install dampers square and free from racking with blades running horizontally.
 - 3. Do not compress or stretch damper frame into duct or opening.
 - 4. Handle damper using sleeve or frame. Do not lift damper using blades, actuator, or jack shaft.
 - 5. Install bracing for multiple section assemblies to support assembly weight and to hold against system pressure. Install bracing as needed.

3.3 DEMONSTRATION

- A. See DDC General Conditions.
- B. Demonstrate re-setting of fire dampers to Owner's representative.

END OF SECTION



SECTION 23 34 00 - HVAC FANS

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Utility set fans.
- B. Related Sections:
 - 1. Section 23 05 13 - Common Motor Requirements for HVAC Equipment: Product requirements for motors for placement by this section.
 - 2. Section 23 05 48 - Vibration and Seismic Controls for HVAC Piping and Equipment: Product requirements for resilient mountings and snubbers for fans for placement by this section.
 - 3. Section 23 07 00 - HVAC Insulation: Product requirements for power ventilators for placement by this section.
 - 4. Section 23 09 00 - Instrumentation and Control for HVAC: Product requirements for control components to interface with fans.
 - 5. Section 23 33 00 - Air Duct Accessories: Product requirements for duct accessories for placement by this section.
 - 6. Section 26 05 03 - Equipment Wiring Connections: Execution and product requirements for connecting equipment specified by this section.

1.2 REFERENCES

- A. American Bearing Manufacturers Association:
 - 1. ABMA 9 - Load Ratings and Fatigue Life for Ball Bearings.
 - 2. ABMA 11 - Load Ratings and Fatigue Life for Roller Bearings.
- B. Air Movement and Control Association International, Inc.:
 - 1. AMCA 99 - Standards Handbook.
 - 2. AMCA 204 - Balance Quality and Vibration Levels for Fans.
 - 3. AMCA 210 - Laboratory Methods of Testing Fans for Aerodynamic Performance Rating.
 - 4. AMCA 300 - Reverberant Room Method for Sound Testing of Fans.
 - 5. AMCA 301 - Methods for Calculating Fan Sound Ratings from Laboratory Test Data.
- C. American Refrigeration Institute:
 - 1. ARI 1060 - Air-to-Air Energy Recovery Ventilation Equipment Certification Equipment Program.
- D. National Electrical Manufacturers Association:



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1. NEMA MG 1 - Motors and Generators.
2. NEMA 250 - Enclosures for Electrical Equipment (1000 Volts Maximum).

- E. Underwriters Laboratories Inc.:
1. UL 705 - Power Ventilators.

1.3 SUBMITTALS

- A. See DDC General Conditions-
- B. Shop Drawings: Indicate size and configuration of fan assembly, mountings, weights, ductwork and accessory connections.
- C. Product Data: Submit data on each type of fan and include accessories, fan curves with specified operating point plotted, power, RPM, sound power levels for both fan inlet and outlet at rated capacity, electrical characteristics and connection requirements.
- D. Manufacturer's Installation Instructions: Submit fan manufacturer's instructions.
- E. Manufacturer's Certificate: Certify products meet or exceed specified requirements.

1.4 CLOSEOUT SUBMITTALS

- A. See DDC General Conditions
- B. Operation and Maintenance Data: Submit instructions for lubrication, motor and drive replacement, spare parts list, and wiring diagrams.

1.5 QUALITY ASSURANCE

- A. Performance Ratings: Conform to AMCA 210.
- B. Sound Ratings: AMCA 301, tested to AMCA 300, and bear AMCA Certified Sound Rating Seal.
- C. UL Compliance: UL listed and labeled, designed, manufactured, and tested in accordance with UL 705.
- D. Balance Quality: Conform to AMCA 204.
- E. Energy Recovery Unit Wheel Energy Transfer Rating: Meet ARI 1060.



1.6 QUALIFICATIONS

- A. Manufacturer: Company specializing in manufacturing products specified in this section with minimum three years documented experience.
- B. Installer: Company specializing in performing Work of this section with minimum three years documented experience.

1.7 PRE-INSTALLATION MEETINGS

- A. See DDC General Conditions.
- B. Convene minimum one week prior to commencing work of this section.

1.8 DELIVERY, STORAGE, AND HANDLING

- A. See DDC General Conditions.
- B. Protect motors, shafts, and bearings from weather and construction dust.

1.9 FIELD MEASUREMENTS

- A. Verify field measurements prior to fabrication.

1.10 WARRANTY

- A. See DDC General Conditions.
- B. Furnish five year manufacturer's warranty for fans.

1.11 WARRANTY SERVICE

- A. See DDC General Conditions.
- B. Furnish service and maintenance of fans for one year from Date of Substantial Completion.
- C. Examine each fan components bi-monthly. Clean, adjust, and lubricate equipment.
- D. Include systematic examination, adjustment, and lubrication of fans, and controls checkout and adjustments. Repair or replace parts in accordance with manufacturer's operating and maintenance data. Use parts produced by manufacturer of original equipment.



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- E. Perform work without removing fans from service during building normal occupied hours.
- F. Provide emergency call back service at all hours during working hours for this maintenance period.
- G. Maintain adequate stock of parts for replacement or emergency purposes. Have personnel available to ensure fulfillment of this maintenance service, without unreasonable loss of time.
- H. Perform maintenance work using competent and qualified personnel under supervision of manufacturer or original installer.
- I. Do not assign or transfer maintenance service to agent or subcontractor without prior written consent of City of New York.

1.12 EXTRA MATERIALS

- A. See DDC General Conditions.
- B. Furnish two sets of belts for each fan.

PART 2 PRODUCTS

2.1 UTILITY ROOF FANS

- A. Manufacturers:
 1. Greenheck Corp.
 2. Loren Cook Company.
 3. Penn Ventilation.
- B. Product Description: V-belt direct drive with galvanized steel housing lined with 1 inch acoustic glass fiber insulation integral inlet cone, removable access doors on 3 sides, inlet and outlet duct collar, gravity backdraft damper in discharge, horizontal hanging brackets.
- C. Fan Wheel: Backward inclined centrifugal type, aluminum construction.
- D. Sheaves: Cast iron or steel, dynamically balanced, bored to fit shafts and keyed; variable and adjustable pitch motor sheaves selected so required rpm is obtained with sheaves set at mid-position; fan shaft with self-aligning pre-lubricated ball bearings.
- E. Motor and Drive Mounting: Out of air stream.



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- F. Motor: Open drip proof. Totally enclosed fan cooled NEMA MG1.
- G. Accessories:
 - 1. Belt guard.
 - 2. Motor cover.
 - 3. Inlet safety screen.
 - 4. Outlet safety screen.
 - 5. Flexible duct connector.
 - 6. Filter box with permanent throwaway type filter.
 - 7. Flanged inlet outlet.
 - 8. Inlet Outlet ductwork companion flange.
 - 9. Disconnect Switch: NEMA 250 Type 1 Type 1, lockable Type 1, heavy duty Type 3R enclosure.
 - 10. Fan speed controller.

PART 3 EXECUTION

3.1 EXAMINATION

- A. See DDC General Conditions.

3.2 INSTALLATION

- A. Install backdraft dampers on inlet to exhaust.
- B. Provide backdraft dampers on outlet from cabinet and ceiling fans and as indicated on Drawings.
- C. Install safety screen where inlet or outlet is exposed.
- D. Pipe scroll drains to nearest floor drain.
- E. Install backdraft dampers on discharge of exhaust fans and as indicated on Drawings. Refer to Section 23 33 00.
- F. Provide sheaves required for final air balance.

3.3 MANUFACTURER'S FIELD SERVICES

- A. See DDC General Conditions.
- B. Furnish services of factory trained representative for minimum of one days to start-up, calibrate controls, and instruct Owner on operation and maintenance.



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3.4 CLEANING

- A. See DDC General Conditions.
- B. Vacuum clean coils and inside of fan cabinet.

3.5 DEMONSTRATION

- A. See DDC General Conditions.
- B. Demonstrate fan operation and maintenance procedures.

3.6 PROTECTION OF FINISHED WORK

- A. See DDC General Conditions.
- B. Do not operate fans until ductwork is clean, filters in place, bearings lubricated, and fan has been test run under observation.

END OF SECTION



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SECTION 23 37 00 - AIR OUTLETS AND INLETS

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Diffusers.
 - 2. Registers
 - 3. Grilles.
 - 4. Door grilles.

- B. Related Sections:
 - 1. Section 09 91 00 - Painting Execution and product requirements for Painting of ductwork visible behind outlets and inlets specified by this section.
 - 2. Section 23 09 00 - Instrumentation and Control for HVAC: Operators for adjustable louvers.
 - 3. Section 23 33 00 - Air Duct Accessories: Volume dampers for inlets and outlets.

1.2 REFERENCES

- A. Air Movement and Control Association International, Inc.:
 - 1. AMCA 500 - Test Methods for Louvers, Dampers, and Shutters.

- B. American Society of Heating, Refrigerating and Air-Conditioning Engineers:
 - 1. ASHRAE 70 - Method of Testing for Rating the Performance of Air Outlets and Inlets.

- C. Sheet Metal and Air Conditioning Contractors National Association:
 - 1. SMACNA - HVAC Duct Construction Standard - Metal and Flexible.

1.3 SUBMITTALS

- A. See DDC General Conditions

- B. Product Data: Submit sizes, finish, and type of mounting. Submit schedule of outlets and inlets showing type, size, location, application, and noise level.

- C. Samples: Submit two of each required air outlet and inlet type.

- D. Test Reports: Rating of air outlet and inlet performance.



- E. Manufacturer's Certificate: Certify products meet or exceed specified requirements.

1.4 CLOSEOUT SUBMITTALS

- A. See DDC General Conditions
- B. Project Record Documents: Record actual locations of air outlets and inlets.

1.5 QUALITY ASSURANCE

- A. Test and rate diffuser, register, and grille performance in accordance with ASHRAE 70.
- B. Test and rate louver performance in accordance with AMCA 500.
- C. Maintain one copy copies of each document on site.

1.6 QUALIFICATIONS

- A. Manufacturer: Company specializing in manufacturing products specified in this section with minimum three years documented experience, and with service facilities.

1.7 MOCK-UP

- A. See DDC General Conditions
- B. Construct typical exterior interior ceiling module with supply and return air outlets.
- C. Locate where directed by Architect/Engineer. Where indicated on Drawings.
- D. Incorporate accepted mock-up as part of Work.

1.8 PRE-INSTALLATION MEETINGS

- A. See DDC General Conditions
- B. Convene minimum one week prior to commencing work of this section.

1.9 WARRANTY

- A. See DDC General Conditions
- B. Furnish five year manufacturer warranty for air outlets and inlets.



1.10 EXTRA MATERIALS

- A. See DDC General Conditions

PART 2 PRODUCTS

2.1 ROUND CEILING DIFFUSERS

- A. Manufacturers:
 - 1. Titus
 - 2. Anemostat Air Products .
 - 3. Nailor.
- B. Product Description: Type: Round, adjustable pattern, stamped or spun, multi-core diffuser to discharge air in 360 degree pattern, with sector baffles where indicated. Diffuser collar not more than 1 inch above ceiling. In plaster ceilings, furnish plaster ring and ceiling plaque.
- C. Fabrication: Steel with baked enamel off-white finish.
- D. Accessories: Radial opposed-blade damper and multi-louvered equalizing grid with damper adjustable from diffuser face.

2.2 RECTANGULAR CEILING DIFFUSERS

- A. Manufacturers:
 - 1. Titus
 - 2. Anemostat Air Products.
 - 3. Nailor.
- B. Type: Square, adjustable pattern, stamped, multi-core multi-louvered diffuser to discharge air in 360 degree one way two-way three-way four-way pattern with sector baffles where indicated.
- C. Frame: Surface mount Snap-in Inverted T-bar Spline type. In plaster ceilings, furnish plaster frame and ceiling frame.
- D. Fabrication: Steel Aluminum with baked enamel off-white finish.
- E. Accessories: Radial opposed-blade Butterfly Combination splitter damper and multi-louvered equalizing grid with damper adjustable from diffuser face.



2.3 CEILING SUPPLY REGISTERS/GRILLES

- A. Manufacturers:
 - 1. Titus
 - 2. Anemostat Air Products
 - 3. Nailor.
- B. Type: Streamlined and individually adjustable curved blades to discharge air along face of grille, one-way two-way deflection.
- C. Frame: 1-1/4 inch margin with countersunk screw concealed mounting and gasket.
- D. Fabrication: Aluminum extrusions with factory off-white enamel prime coat finish.
- E. Damper: Integral, gang-operated, opposed-blade type with removable key operator, operable from face.

2.4 CEILING EXHAUST AND RETURN REGISTERS/GRILLES

- A. Manufacturers:
 - 1. Titus
 - 2. Anemostat Air Products
 - 3. Nailor.
- B. Type: Streamlined blades, 3/4 inch minimum depth, 3/4 inch maximum spacing, with blades set at 45 degrees, vertical horizontal face.
- C. Frame: 1-1/4 inch margin with countersunk screw concealed mounting.
- D. Fabrication: Steel with 20 gage minimum frames and 22 gage minimum blades, steel and aluminum with 20 gage minimum frame, or aluminum extrusions, with factory off-white enamel baked enamel prime coated, color as selected.
- E. Damper: Integral, gang-operated, opposed blade type with removable key operator, operable from face where not individually connected to exhaust fans.

2.5 WALL SUPPLY REGISTERS/GRILLES

- A. Manufacturers:
 - 1. Titus
 - 2. Anemostat Air Products
 - 3. Nailor.



- B. Type: Streamlined and individually adjustable blades, 3/4 inch minimum depth, 3/4 inch maximum spacing with spring or other device to set blades, vertical horizontal face, single double deflection.
- C. Frame: 1-1/4 inch margin with countersunk screw concealed mounting and gasket.
- D. Fabrication: Steel with 20 gage minimum frames and 22 gage minimum blades, steel and aluminum with 20 gage minimum frame, or aluminum extrusions, with factory off-white enamel baked enamel prime coat clear lacquer finish, color to be selected.
- E. Damper: Integral, gang-operated opposed blade type with removable key operator, operable from face.
- F. Gymnasiums: Furnish front pivoted or welded in place blades, securely fastened to be immobile.

2.6 WALL SUPPLY REGISTERS/GRILLES

- A. Manufacturers:
 - 1. Titus.
 - 2. Anemostat Air Products
 - 3. Nailor
- B. Type: Streamlined and individually adjustable curved blades to discharge air along face of grille with one-way two-way deflection.
- C. Frame: 1-1/4inch margin with countersunk screw concealed mounting and gasket.
- D. Fabrication: Aluminum extrusions with factory off-white enamel clear lacquer prime coat finish.
- E. Damper: Integral, gang-operated, opposed blade type with removable key operator, operable from face.

2.7 WALL EXHAUST AND RETURN REGISTERS/GRILLES

- A. Manufacturers:
 - 1. Titus
 - 2. Anemostat Air Products
 - 3. Nailor.



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- B. Type: Streamlined blades, 3/4 inch minimum depth, 3/4 inch maximum spacing, with spring or other device to set blades, vertical horizontal face.
- C. Frame: 1-1/4 inch margin with countersunk screw concealed mounting.
- D. Fabrication: Steel with 20 gage minimum frames and 22 gage minimum blades, Steel and aluminum with 20 gage minimum frame, or Aluminum extrusions, with factory off-white enamel baked enamel prime coated clear lacquer finish, color to be selected.
- E. Damper: Integral, gang-operated, opposed-blade type with removable key operator, operable from face.
- F. Gymnasiums: Furnish front pivoted or welded in place blades, securely fastened to be immobile.

2.8 DOOR GRILLES

- A. Manufacturers:
 1. Titus
 2. Anemostat Air Products
 3. Nailor.
- B. Frame: 20 gage steel with auxiliary frame to give finished appearance on both sides of door, with factory prime coat finish.

PART 3 EXECUTION

3.1 EXAMINATION

- A. See DDC General Conditions
- B. Verify inlet and outlet locations.
- C. Verify ceiling wall systems are ready for installation.

3.2 INSTALLATION

- A. Install diffusers to ductwork with airtight connection.
- B. Install balancing dampers on duct take-off to diffusers, grilles, and registers, whether or not dampers are furnished as part of diffuser, grille, and register assembly. Refer to Section 23 33 00.



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- C. Paint visible portion of ductwork behind air outlets and inlets matte black. Refer to Section 09 91 00.

3.3 INTERFACE WITH OTHER PRODUCTS

- A. Check location of outlets and inlets and make necessary adjustments in position to conform to architectural features, symmetry, and lighting arrangement.

END OF SECTION



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SECTION 23 51 00 - BREECHINGS, CHIMNEYS, AND STACKS

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
1. Breeching.
 2. Type B double wall gas vents.
 3. Refractory lined metal stacks.
 4. Double wall metal stacks.
 5. Single wall metal stacks.
 6. Induced draft fans.
- B. Related Sections:
1. Section 03 30 00 - Cast-In-Place Concrete: Concrete for stack foundations.
 2. Section 23 05 13 - Common Motor Requirements for HVAC Equipment: Product requirements for draft fan motors for placement by this section.
 3. Section 23 05 29 - Hangers and Supports for HVAC Piping and Equipment: Product requirements for hangers and supports for placement by this section.
 4. Section 23 07 00 - HVAC Insulation: Execution requirements for insulation specified by this section.
 5. Section 26 05 03 - Equipment Wiring Connections: Execution requirements for electrical connections specified by this section.

1.2 REFERENCES

- A. American National Standards Institute:
1. ANSI Z21.66 - Automatic Vent Damper Devices for Use with Gas-Fired Appliances.
 2. ANSI Z21.67 - Mechanically Actuated Automatic Vent Damper Device.
 3. ANSI Z21.68 - Thermatically Actuated Automatic Vent Damper Devices.
 4. ANSI Z95.1 - Oil Burning Equipment, Installation.
- B. ASTM International:
1. ASTM A167 - Standard Specification for Stainless and Heat-Resisting Chromium-Nickel Steel Plate, Sheet, and Strip.
 2. ASTM A653/A653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process.
 3. ASTM A924/A924M - Standard Specification for General Requirements for Steel Sheet, Metallic-Coated by the Hot-Dip Process.



4. ASTM A1011/A1011M - Standard Specification for Steel, Sheet and Strip, Hot-Rolled, Carbon, Structural, High-Strength Low-Alloy and High-Strength Low-Alloy with Improved Formability.
 5. ASTM C401 - Standard Classification of Alumina and Alumina-Silicate Castable Refractories.
- C. National Fire Protection Association:
1. NFPA 31 - Standard for the Installation of Oil-Burning Equipment.
 2. NFPA 54 - National Fuel Gas Code.
 3. NFPA 82 - Standard on Incinerators and Waste and Linen Handling Systems and Equipment.
 4. NFPA 211 - Standard for Chimneys, Fireplaces, Vents, and Solid Fuel Burning Appliances.
- D. Sheet Metal and Air Conditioning Contractors National Association:
1. SMACNA - Guide for Steel Stack Construction.
 2. SMACNA - HVAC Duct Construction Standard - Metal and Flexible.
- E. Underwriters Laboratories Inc.:
1. UL 103 - Factory-Built Chimneys for Residential Type and Building Heating Appliances.
 2. UL 127 - Factory-Built Fireplaces.
 3. UL 378 - Draft Equipment.
 4. UL 441 - Gas Vents.
 5. UL 641 - Type L Low-Temperature Venting Systems.
 6. UL 959 - Medium Heat Appliance Factory Built Chimneys.

1.3 DEFINITIONS

- A. Breeching: Vent Connector.
- B. Chimney: Primarily vertical shaft enclosing at least one vent for conducting flue gases outdoors.
- C. Smoke Pipe: Round, single wall vent connector.
- D. Vent: Portion of a venting system designed to convey flue gases directly outdoors from a vent connector or from an appliance when a vent connector is not used.
- E. Vent Connector: Part of a venting system that conducts the flue gases from the flue collar of an appliance to a chimney or vent, and may include a draft control device.



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1.4 ENGINEERING REQUIREMENTS

- A. Provide refractory lined metal stacks for wind loading of 110 mph and seismic loads for Zone.

1.5 SUBMITTALS

- A. See DDC General Conditions-
- B. Shop Drawings: Indicate general construction, dimensions, weights, support and layout of breeching. Submit layout drawings indicating plan view and elevations where factory built unit is used; signed and sealed by professional engineer.
- C. Product Data: Submit data indicating factory built chimneys, including dimensional details of components and flue caps, dimensions and weights, electrical characteristics and connection requirements.
- D. Manufacturer's Installation Instructions: Submit assembly, support details, and connection requirements.
- E. Manufacturer's Certificate: Certify products meet or exceed specified requirements.

1.6 QUALITY ASSURANCE

- A. Maintain one copy of each document on site.
- B. Provide factory built vents and chimneys used for venting natural draft appliances complying with NFPA 211 and UL listed and labeled.

1.7 QUALIFICATIONS

- A. Manufacturer: Company specializing in manufacturing products specified in this section with minimum three years documented experience.
- B. Installer: Company specializing in performing Work of this section with minimum three years documented experience.

1.8 ENVIRONMENTAL REQUIREMENTS

- A. See DDC General Conditions
- B. Maintain water integrity of roof during and after installation of chimney or vent.



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1.9 FIELD MEASUREMENTS

- A. Verify field measurements prior to fabrication.

1.10 WARRANTY

- A. See DDC General Conditions.
- B. Furnish five year manufacturer warranty for manufactured units.

PART 2 PRODUCTS

2.1 BREECHING

- A. Manufacturers:
 - 1. Selkirk Metalbestos.
 - 2. Metal Fab Inc.
 - 3. American Metal Products Company.
- B. Fabricate of ASTM A1011/A1011M carbon steel. Fabricate breeching less than 24 inch diameter of ASTM A653/A653M galvanized sheet steel, lock forming quality with ASTM A924/A924M G90 G165 zinc coating.
- C. Fabricate breeching from following minimum gages. Refer to SMACNA HVAC Duct Construction Standards - Metal and Flexible.
 - 1. Sizes up to 12 inches: 18 gage.
 - 2. Sizes 13 to 24 inches: 16 gage.
- D. Furnish adjustable self-actuating barometric draft dampers, where indicated on Drawings, full size of breeching.
- E. Furnish cleanout doors of same gage as breeching, where indicated on Drawings.
- F. Weld longitudinal seams. Fabricate joints by welding, lapping and bolting, or with companion flanges. For breeching less than 24 inches diameter, furnish groove seam (pipe lock or flat lock) with end joints beaded and crimped.
- G. Reinforce rectangular breeching with angle frames and round breeching with flanged girth joints or angle frames. Refer to SMACNA HVAC Duct Construction Standards - Metal and Flexible.
 - 1. Sizes up to 30 inches: No reinforcing required.



- H. Fabricate breeching fittings to match adjoining breeching. Fabricate elbows with centerline radius equal to breeching width or diameter. Limit angular tapers to 20 degrees maximum.

2.2 TYPE B DOUBLE WALL GAS VENTS

- A. Manufacturers:
 - 1. Selkirk Metal Bestos.
 - 2. Metal Fab Inc.
 - 3. American Metal Products Company.
 - 4. Approved Equal
- B. Fabrication: Inner pipe of sheet aluminum, and outer pipe of galvanized sheet steel, tested in compliance with UL 441.
- C. Vent Dampers: Electrically Mechanically Thermally actuated, same size as draft hood collar, constructed of stainless steel or galvanized steel, with corrosion-resistant components, in compliance with ANSI Z21.66. ANSI Z21.67. ANSI Z21.68.

2.3 DOUBLE WALL METAL STACKS

- A. Manufacturers:
 - 1. Selkirk Metal Bestos.
 - 2. Metal Fab Inc.
 - 3. American Metal Products Company.
 - 4. Approved Equal
- B. Furnish double wall metal stacks, tested to UL 103 UL 127 UL 641 and UL listed, for use with building heating equipment, in compliance with NFPA 211.
- C. Fabricate with 1 inch minimum air space between walls. Construct inner jacket of 20 gage ASTM A167 Type 304 Type 316 stainless steel. Construct outer jacket of aluminum coated steel Type 304 Type 316 stainless steel 24 gage for sizes 10 inches to 24 inches and 20 gage for sizes 28 inches to 48 inches.
- D. Accessories, UL labeled:
 - 1. Ventilated Roof Thimble: Consists of roof penetration, vent flashing with spacers and storm collar.
 - 2. Exit Cone: Consists of inner cone, and outer jacket, to increase stack exit velocity 1.5 times.
 - 3. Stack Cap: Consists of conical rainshield with inverted cone for partial rain protection with low flow resistance.



2.4 SINGLE WALL METAL STACKS

- A. Fabricators:
 - 1. Selkirk Metal Bestos.
 - 2. Metal Fab Inc.
 - 3. American Metal Products Company.
 - 4. Approved Equal
- B. When stack wall thickness is different than NFPA 211 minimum, furnish stack wall thickness conforming to accepted engineering design provisions of SMACNA Guide.
- C. Furnish stack base plate and anchor details in accordance with SMACNA Guide for anchorage to concrete ground level foundation with minimum compressive strength of 4,000 psi. Furnish concrete foundation as indicated on Drawings.

PART 3 EXECUTION

3.1 PREPARATION

- A. Install concrete inserts for support of breeching, chimneys, and stacks in coordination with formwork.

3.2 INSTALLATION

- A. Install in accordance with NFPA 54 NFPA 31 SMACNA Guide for Steel Stack Construction.
- B. Install breeching with minimum of joints. Align accurately at connections, with internal surfaces smooth.
- C. Support breeching from building structure, rigidly with suitable ties, braces, hangers and anchors to hold to shape and prevent buckling. Support vertical breeching, chimneys, and stacks at 12 foot spacing, to adjacent structural surfaces, or at floor penetrations. Refer to SMACNA HVAC Duct Construction Standards - Metal and Flexible for equivalent duct support configuration and size.
- D. Install stacks on concrete foundations. Refer to Section 03 30 00.
- E. Pitch breeching with positive slope up from fuel-fired equipment to chimney or stack.
- F. Coordinate installation of dampers, and induced draft fans.



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- G. Insulate breeching in accordance with Section 23 07 00.
- H. For Type B double wall gas vents, maintain UL listed minimum clearances from combustibles. Assemble pipe and accessories for complete installation.
- I. Install vent dampers, locating close to draft hood collar, and secured to breeching.
- J. Assemble and install stack sections in accordance with NFPA 82, industry practices, and in compliance with UL listing. Join sections with acid-resistant joint cement. Connect base section to foundation using anchor lugs.
- K. Level and plumb chimney and stacks.
- L. Clean breeching, chimneys, and stacks during installation, removing dust and debris.
- M. Install slip joints allowing removal of appliances without removal or dismantling of breeching, breeching insulation, chimneys, or stacks.
- N. Provide minimum length maximum 2 feet of breeching to connect appliance to chimney. Provide Type B chimney continuously from appliances.

END OF SECTION



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SECTION 235216 - CONDENSING BOILERS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes packaged, factory-fabricated and -assembled, gas-fired, condensing boilers, trim, and accessories for generating hot water.

1.3 ACTION SUBMITTALS

- A. Product Data: Include performance data, operating characteristics, furnished specialties, and accessories.
- B. Shop Drawings: For boilers, boiler trim, and accessories. Include plans, elevations, sections, details, and attachments to other work.
 - 1. Design calculations and vibration isolation base details, signed and sealed by a qualified professional engineer.
 - a. Design Calculations: Calculate requirements for selecting vibration isolators and seismic restraints and for designing vibration isolation bases.
 - b. Vibration Isolation Base Details: Detail fabrication including anchorages and attachments to structure and to supported equipment. Include auxiliary motor slides and rails and equipment mounting frames.
 - 2. Include diagrams for power, signal, and control wiring.

1.4 INFORMATIONAL SUBMITTALS

- A. Manufacturer Seismic Qualification Certification: Submit certification that boiler, accessories, and components will withstand seismic forces defined in Section 230548 "Vibration and Seismic Controls for HVAC." Include the following:
 - 1. Basis for Certification: Indicate whether withstand certification is based on actual test of assembled components or on calculation.



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- a. The term "withstand" means "the unit will remain in place without separation of any parts from the device when subjected to the seismic forces specified."
 2. Dimensioned Outline Drawings of Equipment Unit: Identify center of gravity and locate and describe mounting and anchorage provisions.
 3. Detailed description of equipment anchorage devices on which the certification is based and their installation requirements.
- B. Source quality-control reports.
- C. Field quality-control reports.
- D. Warranty: Special warranty specified in this Section.
- E. Other Informational Submittals:
1. ASME Stamp Certification and Report: Submit "A," "S," or "PP" stamp certificate of authorization, as required by authorities having jurisdiction, and document hydrostatic testing of piping external to boiler.
- 1.5 CLOSEOUT SUBMITTALS
- A. Operation and Maintenance Data: For boilers to include in emergency, operation, and maintenance manuals.
- 1.6 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.
- B. ASME Compliance: Fabricate and label boilers to comply with ASME Boiler and Pressure Vessel Code.
- C. ASHRAE/IESNA 90.1 Compliance: Boilers shall have minimum efficiency according to "Gas and Oil Fired Boilers - Minimum Efficiency Requirements."
- D. DOE Compliance: Minimum efficiency shall comply with 10 CFR 430, Subpart B, Appendix N, "Uniform Test Method for Measuring the Energy Consumption of Furnaces and Boilers."
- E. UL Compliance: Test boilers for compliance with UL 795, "Commercial-Industrial Gas Heating Equipment." Boilers shall be listed and labeled by a testing agency acceptable to authorities having jurisdiction.



1.7 COORDINATION

- A. Coordinate size and location of concrete bases. Cast anchor-bolt inserts into bases. Concrete, reinforcement, and formwork requirements are specified with concrete.

1.8 WARRANTY

- A. Special Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace components of boilers that fail in materials or workmanship within specified warranty period.

- 1. Warranty Period for Pulse-Combustion Boilers:

- a. Heat Exchanger Damaged by Thermal Shock: 10 years from date of Substantial Completion
- b. Heat-Exchanger Corrosion: Prorated for five years from date of Substantial Completion.

- 2. Warranty Period for Fire-Tube Condensing Boilers:

- a. Leakage and Materials: 10 years from date of Substantial Completion.
- b. Heat Exchanger Damaged by Thermal Stress and Corrosion: Prorated for five years from date of Substantial Completion.

- 3. Warranty Period for Water-Tube Condensing Boilers: 20 years from date of Substantial Completion.

- 4. Warranty Period for Water-Jacketed Condensing Boilers:

- a. Leakage and Materials: Eight years from date of Substantial Completion.
- b. Heat Exchanger Damaged by Thermal Stress and Corrosion: Prorated for five years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 CONDENSING BOILERS

- A. Manufacturers: Manufacturer shall be a company specializing in manufacturing the products specified in this section with minimum three (3) years experience.
- B. Basis-of-Design Product: Subject to compliance with requirements, provide comparable product by one of the following:
 - 1. Hydrotherm
 - 2. Viessmann
 - 3. Lochinvar



- C. **Description:** Boilers shall be CSA design certified as a condensing boiler. Boilers shall be designed for a minimum of 5:1 continuous turn down with constant CO₂ over the turndown range. The boiler shall operate with natural gas or propane and have a CSA International certified input rating as noted on the drawings, and a thermal efficiency rating up to 99% at minimum input. The boiler shall be symmetrically air-fuel coupled such that changes in combustion air flow or flue flows affect the BTUH input without affecting combustion quality. The boiler will automatically adjust input for altitude and temperature induced changes in air density. The boiler will use a proven pilot direct spark ignition system. The boiler shall use a UL approved flame safeguard ignition control system using flame rod detection. The design shall provide for silent burner ignition and operation. The boiler shall be down fired counter flow such that formed condensate always moves toward a cooler zone to prevent re-evaporation. An aluminum corrosion resistant condensate drain designed to prevent pooling and accessible condensate trap shall be provided. A means of neutralizing the condensate Ph levels may be required. Boiler shall be able to vent a horizontal distance of 100 equivalent feet with a vent diameter equivalent to the combustion chamber outlet diameter.
- D. **Service Access:** The boilers shall be provided with access covers for easily accessing all serviceable components. The boilers shall not be manufactured with large enclosures, which are difficult to remove and reinstall. All accesses must seal completely as not to disrupt the sealed combustion process. All components must be accessible and able to adjust with the removal of a single cover or cabinet component.
- E. **Heat Exchanger:** Boilers shall be a cast iron sectional unit designed for pressure firing and shall be constructed and tested for 100 P.S.I water working pressure, in accordance with the A.S.M.E. Section IV Rules for the Construction of Heating Boilers. Individual sections will have been subjected to a hydrostatic pressure test of 250 PSIG at the factory before shipment and they shall be marked, stamped or cast with the A.S.M.E. Code symbol. Boilers with less than 250-psi pressure test will not be acceptable for this project. The sections shall be of a down fired counter flow single-pass design. Water ports will be sealed with steel push nipples connectors. The sections will be fully machined for metal to metal sealing of the gas side surfaces. The design will provide for equal temperature rise through all sections. The heat exchanger shall be designed to prevent fluid boiling. The iron shall have a minimum thickness of 1/4". The heat exchanger design should have no limitations on temperature rise or restrictions to inlet water temperature.
- F. **Jackets:** Powder Coated.
- G. **Combustion Chamber:** The combustion chamber shall be constructed of cast-iron. It shall be a down-fired design utilizing light weight refractory around the burner housing.
- H. **Burner:** Natural gas, forced draft drawing from gas premixing valve. The burner shall be capable of 99% efficiency without exceeding a Nox reading above 12 ppm. Full modulation with 5:1 turndown @ Continuous CO₂ with an interrupted spark ignition. The burner shall be metal fiber mesh construction, allowing high turndown of the fuel-air mixture. The burner flame shall burn horizontally and be of the pre-mix type with a forced draft fan. Burner shall fire to provide equal distribution of heat throughout the



entire heat exchanger. The burner shall be easily removed for maintenance without the disruption of any other major component of the boiler. A window view port shall be provided for visual inspection of the boiler during firing. The gas distribution components and burner shall be enclosed with a cast-aluminum housing. The boiler shall be capable of operating at rated capacity with pressures as low as 2" W.C. at the inlet to the burner pressure regulator.

- I. Blower: Centrifugal fan to operate during each burner firing sequence and to prepurge and postpurge the combustion chamber.
- J. Gas Train: Redundant Dung's gas valve with manifold and line pressure tapings.
- K. Ignition: Silicone carbide hot-surface ignition that includes flame safety supervision and 100 percent main-valve shutoff. The ignition hardware shall consist of Alumina ceramic insulated ignition electrodes and camphol flame rod sensing permanently arranged to ensure proper ignition electrode alignment.
- L. Motors: Refer to Division 15 Section "Motors" for factory-installed motors. Boiler Blower Motor: Blower motor shall be externally mounted for ease of service. There shall be no requirement to remove gas train components to remove the blower motor.
- M. Safety Controls and Devices: Energize ignition, limit time for establishing flame, prevent opening of gas valve until pilot flame is proven, stop gas flow on ignition failure, and allow gas valve to open. Blocked air-flow switch, and blocked flue detection switch, high temperature auto reset. All safeties to be factory mounted.
- N. Flue-Gas Collector: Enclosed combustion chamber with integral combustion-air blower and single venting connection.

2.2 TRIM

- A. Include devices sized to comply with ANSI B31.1, "Power Piping."
- B. Aquastat Controllers: Operating and high limit.
- C. Burner Controls: Boiler shall be provided with a Fenwal series flame safe guard with flame rod rectification.
- D. High Limit: Temperature control with auto-reset limits boiler water temperature in series with the operating control. High Limit shall be factory mounted and sense the outlet temperature of the boiler through an immersion sensor.
- E. Safety Relief Valve: ASME rated, factory set to protect boiler and piping as per schedule/drawings. 100 psi maximum allowable working pressure
- F. The boiler control package shall be a MTI Heat-Net or equivalent, integrated boiler management system. The control system must be integral to each boiler, creating a



control network that eliminates the need for a "wall mount" stand-alone boiler system control. Additional stand-alone control panels, independent of a Building Management System (BMS), shall not be allowed to operate the boiler network.

- G. Pressure and Temperature Gage: Combination water pressure and temperature shipped factory installed. LCD outlet temperature readout to be an integral part of the front boiler control panel display to allow for consistent easy monitoring of temperatures factory mounted and wired.
- H. Boiler Air Vent: Automatic.
- I. Drain Valve: Minimum NPS 3/4 (DN 20) hose-end gate valve.
- J. Circulation Pump: Non-overloading, in-line pump with split-capacitor motor having thermal-overload protection and lubricated bearings; designed to operate at specified boiler pressures and temperatures.
- K. Blowdown Valves: Factory-installed bottom and surface, slow-acting blowdown valves same size as boiler nozzle.
- L. Stop Valves: Boiler inlets and outlets, except safety relief valves or preheater inlet and outlet, shall be equipped with stop valve in an accessible location as near as practical to boiler nozzle and same size or larger than nozzle. Valves larger than NPS 2 (DN 50) shall have rising stem.
- M. Stop-Check Valves: Factory-installed, stop-check valve and stop valve at boiler outlet with free-blow drain valve factory installed between the two valves and visible when operating stop-check valve.

2.3 CONTROLS

- A. Refer to the plans for boiler sequence of operation and Section 230900 "Instrumentation and Control for HVAC."
- B. Trim items: Aluminum Condensate Receiver Pan, Blocked Flue Detection Switch, Modulation Control, Temperature/Pressure Gauge, Auto Reset High Limit, Air inlet filter, Supply Outlet Temperature Display, Full Digital Text Display for all Boiler Series of Operation and Failures, Combustion Air Fan with Safety Interlock, Condensate Drain, condensate neutralization kit.
- C. Boiler operating controls shall include the following devices and features:
 - 1. Control transformer.
 - 2. Set-Point Adjust: Set points shall be adjustable.
 - 3. Operating Pressure Control: Factory wired and mounted to cycle burner.



4. Low-Water Cutoff and Pump Control: Cycle feedwater pump(s) for makeup water control.

D. Burner Operating Controls: To maintain safe operating conditions, burner safety controls limit burner operation.

1. High Cutoff: Automatic reset stops burner if operating conditions rise above maximum boiler design temperature and pressure.
2. Low-Water Cutoff Switch: Float and electronic probe shall prevent burner operation on low water. Cutoff switch shall be automatic-reset type.
3. Blocked Inlet Safety Switch: Manual-reset pressure switch field mounted on boiler combustion-air inlet.
4. Audible Alarm: Factory mounted on control panel with silence switch; shall sound alarm for above conditions.

2.4 ELECTRICAL POWER

- A. Controllers, Electrical Devices, and Wiring: Electrical devices and connections are specified in electrical Sections.
- B. Single-Point Field Power Connection: Factory-installed and -wired switches, motor controllers, transformers, and other electrical devices necessary shall provide a single-point field power connection to boiler.

2.5 VENTING KITS

- A. Kit: Complete system, ASTM A 959, Type 29-4C stainless steel, pipe, vent terminal, thimble, indoor plate, vent adapter, condensate trap and dilution tank, and sealant.
- B. Combustion-Air Intake: Complete system, stainless steel, pipe, vent terminal with screen, inlet air coupling, and sealant.

2.6 SOURCE QUALITY CONTROL

- A. Burner and Hydrostatic Test: Factory adjust burner to eliminate excess oxygen, carbon dioxide, oxides of nitrogen emissions, and carbon monoxide in flue gas and to achieve combustion efficiency; perform hydrostatic test.
- B. Test and inspect boilers according to the ASME Boiler and Pressure Vessel Code, Section IV. Boilers shall be test fired in the factory with a report attached permanently to the exterior cabinet of the boiler for field reference.
- C. Allow Owner access to source quality-control testing of boilers. Notify Architect 14 days in advance of testing.



PART 3 - EXECUTION

3.1 EXAMINATION

- A. Before boiler installation, examine roughing-in for concrete equipment bases, anchor-bolt sizes and locations, and piping and electrical connections to verify actual locations, sizes, and other conditions affecting boiler performance, maintenance, and operations.
 - 1. Final boiler locations indicated on Drawings are approximate. Determine exact locations before roughing-in for piping and electrical connections.
- B. Examine area to receive boiler for compliance with requirements for installation tolerances and other conditions affecting boiler performance. Do not proceed with installation until unsatisfactory conditions have been corrected.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 BOILER INSTALLATION

- A. Equipment Mounting: Retain first subparagraph below to require equipment to be installed on cast-in-place concrete equipment bases. Install boilers on cast-in-place concrete equipment base. Comply with requirements for vibration isolation devices specified in Section 230548.13 "Vibration Controls for HVAC."
- B. Install gas-fired boilers according to NFPA 54.
- C. Install boilers level and plumb, according to manufacturer's written instructions and referenced standards.
- D. Assemble and install boiler trim.
- E. Install electrical devices furnished with boiler but not specified to be factory mounted.
- F. Install control wiring to field-mounted electrical devices.

3.3 CONNECTIONS

- A. Piping installation requirements are specified in other Sections. Drawings indicate general arrangement of piping, fittings, and specialties.
- B. Install piping adjacent to boiler to allow service and maintenance.
- C. Install piping from equipment drain connection to nearest floor drain. Piping shall be at least full size of connection. Provide an isolation valve if required.



- D. Connect piping to boilers, except safety relief valve connections, with flexible connectors of materials suitable for service. Flexible connectors and their installation are specified in Section 232116 Hydronic Piping Specialties. Connect hot water piping to supply and return boiler tappings with shutoff valve and union or flange at each connection.
- E. Connect gas piping and individual regulator (if above 14" w.c.) full size, to boiler gas-train inlet with union.
- F. Connect hot-water piping to supply- and return-boiler tappings with shutoff valve and union or flange at each connection.
- G. Install piping from safety relief valves to nearest floor drain.
- H. Install piping from safety valves to drip-pan elbow and to nearest floor drain.
- I. Boiler Venting: Connect breeching to boiler outlet, full size of outlet. The boiler shall operate under positive (Category IV) stack pressure. Vent material must be listed AL29-4C Stainless Single or Double Wall Stack for condensing appliances.
- J. Ground equipment. Tighten electrical connectors and terminals according to manufacturer's published torque tightening values. If manufacturer's torque values are not indicated, use those specified in UL 486A and UL 486B.
- K. Connect wiring according to Section 260519 "Low-Voltage Electrical Power Conductors and Cables."

3.4 FIELD QUALITY CONTROL

- A. Manufacturer's Field Service: Engage a factory-authorized service representative to supervise the field assembly of components and installation of boilers, including piping and electrical connections. Report results in writing. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment. Boiler shall be commissioned by factory authorized technician. Contact local representative for factory authorized technician information.
- B. Manufacturer's representative shall supply a factory authorized service technician to start up the boilers.
- C. Perform the following tests and inspections:
 - 1. Perform installation and startup checks according to manufacturer's written instructions.
 - 2. Leak Test: Hydrostatic test. Repair leaks and retest until no leaks exist.
 - 3. Operational Test: Start units to confirm proper motor rotation and unit operation. Adjust air-fuel ratio and combustion.



4. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.
- D. Remove and replace malfunctioning units and retest as specified above.
- E. Prepare test and inspection reports.
- F. Occupancy Adjustments: When requested within 12 months of date of Substantial Completion, provide on-site assistance in adjusting system to suit actual occupied conditions. Provide up to two visits to Project during other than normal occupancy hours for this purpose.
- G. Performance Tests:
1. Engage a factory-authorized service representative to inspect component assemblies and equipment installations, including connections, and to conduct performance testing.
 2. Boilers shall comply with performance requirements indicated, as determined by field performance tests. Adjust, modify, or replace equipment to comply.
 3. Perform field performance tests to determine capacity and efficiency of boilers.
 - a. Test for full capacity.
 - b. Test for boiler efficiency at the 5:1 turndowns ratios. Determine efficiency at each test point.
 4. Repeat tests until results comply with requirements indicated.
 5. Provide analysis equipment required to determine performance.
 6. Provide temporary equipment and system modifications necessary to dissipate the heat produced during tests if building systems are not adequate.
 7. Notify Architect in advance of test dates.
 8. Document test results in a report and submit to Architect.

3.5 DEMONSTRATION

- A. Engage a factory-authorized service representative to train Owner's maintenance personnel as specified below:
1. Operate boiler, including accessories and controls, to demonstrate compliance with requirements.
 2. Train Owner's maintenance personnel on procedures and schedules related to startup and shutdown, troubleshooting, servicing, and preventive maintenance.
 3. Review data in the maintenance manuals
 4. Review data in the maintenance manuals.



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5. Schedule training with Owner with at least 7 days' advance notice. Engage a factory-authorized service representative to train Owner's maintenance personnel to adjust, operate, and maintain boilers.

3.6 CLEANING

- A. Flush and clean boilers on completion of installation, according to manufacturer's written instructions.
- B. After completing boiler installation, including outlet fittings and devices, inspect exposed finish. Remove burrs, dirt, and construction debris.

3.7 COMMISSIONING

- A. Engage a factory-authorized service representative to provide startup service. Start up to be performed only after complete boiler room operation is field verified to offer a substantial load, and complete system circulation. One-year warranty shall be handled by factory authorized tech.
- B. Verify that installation is as indicated and specified. Verify that electrical wiring installation complies with manufacturer's submittal and installation requirements in Division 16 Sections. Do not proceed with boiler startup until wiring installation is acceptable to equipment Installer.
- C. Complete manufacturer's installation and startup checklist and verify the following:
 1. Boiler is level on concrete base.
 2. Flue and chimney are installed without visible damage.
 3. No damage is visible to boiler jacket, refractory, or combustion chamber.
 4. Pressure-reducing valves are checked for correct operation and specified relief pressure. Adjust as required.
 5. Clearances have been provided and piping is flanged for easy removal and servicing.
 6. Heating circuit pipes have been connected to correct ports.
 7. Labels are clearly visible.
 8. Boiler, burner, and flue are clean and free of construction debris.
 9. Pressure and temperature gages are installed.
 10. Control installations are completed.



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- D. Ensure pumps operate properly.
- E. Check operation of gas pressure regulator device on gas train if used, including venting.
- F. Check that fluid-level, flow-switch (optional), and high-temperature interlocks are in place.
- G. Start pumps and boilers, and adjust burners to maximum operating efficiency. Fill out startup checklist and attach copy with Contractor Startup Report. Check and record performance of factory-provided boiler protection devices and firing sequences. Check and record performance of boiler fluid-level, flow-switch (optional), and high-temperature interlocks. Operate boilers as recommended or required by manufacturer.
- H. Perform the following tests for maximum and minimum firing rates for modulating burner. Adjust boiler combustion efficiency at maximum and minimum modulation rates. Perform combustion flue gas test at minimum and maximum modulation rate. Measure and record the following:
 - 1. Combustion-air temperature at inlet to burner.
 - 2. Flue-gas temperature at boiler discharge.
 - 3. Flue-gas carbon-dioxide, oxygen, and carbon monoxide concentration.
 - 4. Flue gas Nox emissions where applicable.
 - 5. Natural flue draft.

END OF SECTION 235216



SECTION 237200 - ENERGY RECOVERY EQUIPMENT

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Packaged energy recovery units.

1.3 PERFORMANCE REQUIREMENTS

- A. Provide vibration isolation and seismic-restraint details, including comprehensive engineering analysis by a qualified professional engineer, using performance requirements and design criteria indicated.

1.4 ACTION SUBMITTALS

- A. Product Data: For each type of product indicated. Include rated capacities, operating characteristics, furnished specialties, and accessories.
- B. LEED Submittals:
 - 1. Product Data for Credit EA 4: Documentation indicating that equipment and refrigerants comply.
 - 2. Product Data for Prerequisite IEQ 1: Documentation indicating that units comply with ASHRAE 62.1, Section 5 - "Systems and Equipment."
- C. Shop Drawings: For energy recovery equipment. Include plans, elevations, sections, details, and attachments to other work.
 - 1. Detail equipment assemblies and indicate dimensions, weights, loads, required clearances, method of field assembly, components, and location and size of each field connection.
 - 2. Wiring Diagrams: For power, signal, and control wiring.
- D. Engineering Submittal: For air-to-air energy recovery equipment indicated to comply with performance requirements and design criteria, including analysis data signed and sealed by the qualified professional engineer responsible for their preparation.



1. Detail fabrication and assembly of air-to-air energy recovery equipment.
2. Vibration Isolation Base Details: Detail fabrication including anchorages and attachments to structure and to supported equipment. Include adjustable motor bases, rails, and frames for equipment mounting.
3. Calculations: Calculate requirements for selecting vibration isolators and for designing vibration isolation bases.

1.5 INFORMATIONAL SUBMITTALS

- A. Coordination Drawings: Plans, elevations, and other details, drawn to scale, on which the following items are shown and coordinated with each other, using input from Installers of the items involved:
 1. Suspended ceiling components.
 2. Structural members to which equipment or suspension systems will be attached.
- B. Field quality-control reports.

1.6 CLOSEOUT SUBMITTALS

- A. Operation and Maintenance Data: For air-to-air energy recovery equipment to include in maintenance manuals.

1.7 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. Filters: Two sets of each type of filter specified.
 2. Fan Belts: One set of belts for each belt-driven fan in energy recovery units.

1.8 QUALITY ASSURANCE

- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- B. ARI Compliance: Capacity ratings for air-to-air energy recovery equipment shall comply with ARI 1060, "Performance Rating of Heat Exchangers for Energy Recovery Ventilation Equipment."
- C. ASHRAE Compliance:
 1. Applicable requirements in ASHRAE 62.1, Section 5 - "Systems and Equipment" and Section 7 - "Construction and Startup."
 2. Capacity ratings for air-to-air energy recovery equipment shall comply with ASHRAE 84, "Method of Testing Air-to-Air Heat Exchangers."



- D. NRCA Compliance: Roof curbs for roof-mounted equipment shall be constructed according to recommendations of NRCA.
- E. UL Compliance: Packaged heat recovery ventilators shall comply with requirements in UL 1812, "Ducted Heat Recovery Ventilators".

1.9 COORDINATION

- A. Coordinate layout and installation of air-to-air energy recovery equipment and suspension system with other construction that penetrates ceilings or is supported by them, including light fixtures, HVAC equipment, fire-suppression system, and partition assemblies.
- B. Coordinate sizes and locations of concrete bases with actual equipment provided.
- C. Coordinate sizes and locations of roof curbs, equipment supports, and roof penetrations with actual equipment provided.

1.10 WARRANTY

- A. Special Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace components of energy recovery equipment that fail in materials or workmanship within specified warranty period. Warranty Period for Packaged Energy Recovery Units: Two years.

PART 2 - PRODUCTS

2.1 SOLID STATE AIR TO AIR HEAT EXCHANGER

- A. Basis-of-Design Product: Subject to compliance with requirements, provide comparable product by one of the following:
 - 1. Greenheck.
 - 2. Renewaire.
 - 3. Approved Equal
- B. Casing:
 - 1. Steel with standard factory-painted finish.
 - 2. Integral purge section limiting carryover of exhaust air to between 0.05 percent at 1.6-inch wg and 0.20 percent at 4-inch wg differential pressure.
 - 3. Casing seals on periphery of rotor and on duct divider and purge section.
 - 4. Support vertical rotors on grease-lubricated ball bearings. Support horizontal rotors on tapered roller bearing.
- C. Drive: Fractional horsepower motor and gear reducer with speed changed by variable frequency controller and self-adjusting multilink belt around outside of rotor. Default motor characteristics are specified in Section 230513 "Common Motor Requirements for HVAC



Equipment." Comply with NEMA designation, temperature rating, service factor, enclosure type, and efficiency requirements for motors specified in Section 230513 "Common Motor Requirements for HVAC Equipment."

D. Controls:

1. Starting relay, factory mounted and wired, and manual motor starter for field wiring.
2. Variable frequency controller, factory mounted and wired, permitting input of field connected 4-20 mA or 1-10-V control signal.
3. Variable frequency controller, factory mounted and wired, with exhaust-air sensor to vary rotor speed and maintain exhaust temperature above freezing.
4. Variable frequency controller, factory mounted and wired, with exhaust- and outdoor-air sensors, automatic changeover thermostat and set-point adjuster, to vary rotor speed and maintain exhaust temperature above freezing and air differential temperature above set point. Rotor speed shall increase to maximum when exhaust-air temperature is less than outdoor-air temperature.
5. Pilot-Light Indicator: Display rotor rotation and speed.
6. Speed Settings: Adjustable settings for maximum and minimum rotor speed limits.

E. Disposable Panel Filters:

1. Comply with NFPA 90A.
2. Filter Holding Frames: Arranged for flat or angular orientation, with access doors on both sides of unit. Filters shall be removable from one side or lift out from access plenum.
3. Factory-fabricated, viscous-coated, flat-panel type.
4. Minimum MERV 13 on intake, MERV 8 on discharge according to ASHRAE 62.1.
5. Media: Interlaced glass fibers sprayed with nonflammable adhesive and antimicrobial agent.
6. Frame: Galvanized steel with metal grid on outlet side, steel rod grid on inlet side, hinged, and with pull and retaining handles.

F. Supply and Exhaust Fans: Forward-curved, centrifugal fan with spring isolators and insulated flexible duct connections. Spring isolators on each fan having 1-inch static deflection.

G. Cooling Coils: Rated according to ARI 410 and ASHRAE 33.

1. Access: Fabricate coil section to allow removal and replacement of coil and to allow in-place access for service and maintenance of coils.
2. Casing: Manufacturer's standard material.
3. Tubes: Copper.
4. Tube Headers: Manufacturer's standard material.
5. Fin and Tube Joint: Mechanical bond.
6. Leak Test: Coils shall be leak tested with air under water.
7. Refrigerant Coils: Seamless copper tube with brazed joints.
8. Coating: Phenolic epoxy corrosion-protection coating after assembly.

H. Cooling-Coil Condensate Drain Pans:



1. Fabricated from stainless-steel sheet and sloped in multiple planes to collect and drain condensate from cooling coils, coil piping connections, coil headers, and return bends.
 2. Complying with requirements in ASHRAE 62.1.
 3. Drain Connections: At low point of pan with minimum 3/4" threaded nipple.
 4. Units with stacked coils shall have an intermediate drain pan to collect and drain condensate from top coil.
- I. Piping and Wiring: Fabricate units with space within housing for piping and electrical conduits. Wire motors and controls so only external connections are required during installation.
1. Outdoor Enclosure: NEMA 250, Type 3R enclosure contains relays, starters, and terminal strip.
 2. Include fused disconnect switches.
 3. Variable-speed controller to vary fan capacity from 100 to approximately 50 percent.
- J. Accessories:
1. Intake weather hood with 2-inch-thick filters.
 2. Louvered intake weather hood with 2-inch-thick filters in V-bank configuration.
 3. Exhaust weather hood with birdscreen.
 4. Low-Leakage, Isolation Dampers: Double-skin, airfoil-blade dampers with compressible jamb seals and extruded-vinyl blade edge seals, in arrangement with steel operating rods rotating in stainless-steel sleeve bearings mounted in a single frame, with operating rods connected with a common linkage, and electric damper operator factory wired. Leakage rate shall not exceed 5 cfm/sq. ft. at 1-inch wg and 9 cfm/sq. ft. at 4-inch wg.
 5. Rubber-in-shear isolators for ceiling-mounted units.
 6. Hinged access doors with quarter-turn latches.
 7. Automatic, in-place, spray-wash system.
 8. Weatherproofing for tilt-control system.

2.2 CONTROLS

- A. Time Clock: Solid-state, programmable, microprocessor-based unit for wall mounting with up to eight on/off cycles per day and battery backup protection of program settings against power failure to energize unit.
- B. Carbon Dioxide Sensor: Adjustable control for wall mounting with digital display and computer/building management system interface to energize unit.
- C. Humidistat: Adjustable, wall-mounted instrument to energize unit when space relative humidity exceeds 50 percent.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Provide rigging for outdoor rooftop equipment.



- B. Install heat exchanger so supply and exhaust airstreams flow in opposite directions and rotation is away from exhaust side to purge section to supply side.
 - 1. Install access doors in both supply and exhaust ducts, both upstream and downstream, for access to exchanger surfaces, drive motor, and seals.
 - 2. Install removable panels or access doors between supply and exhaust ducts on building side for bypass during startup.
 - 3. Access doors and panels are specified in Section 233300 "Air Duct Accessories."
- C. Unit Support: Install unit level on structural pilings. Coordinate wall penetrations and flashing with wall construction. Secure air-to-air energy recovery equipment to structural support with anchor bolts.
- D. Install wind and seismic restraints according to manufacturers' written instructions.
- E. Install units with clearances for service and maintenance.
- F. Install new filters at completion of equipment installation and before testing, adjusting, and balancing.
- G. Pipe drains from drain pans to nearest roof drain; use ASTM B 88, Type L (ASTM B 88M, Type B), drawn-temper copper water tubing with soldered joints, same size as condensate drain connection.

3.2 CONNECTIONS

- A. Comply with requirements for ductwork specified in Section 233113 "Metal Ducts."
- B. Install electrical devices furnished with units but not factory mounted.

3.3 FIELD QUALITY CONTROL

- A. Manufacturer's Field Service: Engage a factory-authorized service representative to inspect, test, and adjust components, assemblies, and equipment installations, including connections.
- B. Perform tests and inspections and assist in testing.
- C. Tests and Inspections:
 - 1. Operational Test: After electrical circuitry has been energized, start units to confirm proper motor rotation and unit operation.
 - 2. Adjust seals and purge.
 - 3. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.
 - 4. Set initial temperature and humidity set points.
 - 5. Set field-adjustable switches and circuit-breaker trip ranges as indicated.



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- D. Air-to-air energy recovery equipment will be considered defective if it does not pass tests and inspections.
- E. Prepare test and inspection reports.

3.4 DEMONSTRATION

- A. Engage a factory-authorized service representative to train Owner's maintenance personnel to adjust, operate, and maintain air-to-air energy recovery units.

END OF SECTION 237200



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SECTION 23 81 26 - SPLIT-SYSTEM AIR-CONDITIONERS

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Air handling unit.
 - 2. Condensing unit.

- B. Related Sections:
 - 1. Section 23 05 48 - Vibration and Seismic Controls for HVAC Piping and Equipment: Vibration isolators.
 - 2. Section 23 22 13 - Steam and Condensate Heating Piping: Execution requirements for connection to steam supply and steam condensate return piping specified by this section.
 - 4. Section 23 33 00 - Air Duct Accessories: Flexible connections.
 - 5. Section 26 05 03 - Equipment Wiring Connections: Electrical connection to units.

1.2 REFERENCES

- A. Air-Conditioning and Refrigeration Institute:
 - 1. ARI 210/240 - Unitary Air-Conditioning and Air-Source Heat Pump Equipment.
 - 2. ARI 270 - Sound Rating of Outdoor Unitary Equipment.
 - 3. ARI 340/360 - Commercial and Industrial Unitary Air-Conditioning and Heat Pump Equipment.
 - 4. ARI 365 - Commercial and Industrial Unitary Air-Conditioning Condensing Units.

- B. American Society of Heating, Refrigerating and Air-Conditioning Engineers:
 - 1. ASHRAE 52.1 - Gravimetric and Dust-Spot Procedures for Testing Air-Cleaning Devices Used in General Ventilation for Removing Particulate Matter.
 - 2. ASHRAE 90.1 - Energy Standard for Buildings Except Low-Rise Residential Buildings.

- C. ASTM International:
 - 1. ASTM B117 - Standard Practice for Operating Salt Spray (Fog) Apparatus.



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- D. National Electrical Manufacturers Association:
 - 1. NEMA MG 1 - Motors and Generators.
- E. National Fire Protection Association:
 - 1. NFPA 90A - Standard for the Installation of Air Conditioning and Ventilating Systems.

1.3 SUBMITTALS

- A. See DDC General conditions
- B. Product Data: Submit data indicating:
 - 1. Cooling and heating capacities.
 - 2. Dimensions.
 - 3. Weights.
 - 4. Rough-in connections and connection requirements.
 - 5. Duct connections.
 - 6. Electrical requirements with electrical characteristics and connection requirements.
 - 7. Controls.
 - 8. Equipment noise rating
 - 9. Accessories.
- C. Manufacturer's Installation Instructions: Submit assembly, support details, connection requirements, and include start-up instructions.
- D. Manufacturer's Certificate: Certify Products meet or exceed specified requirements
Manufacturer's Field Reports: Submit start-up report for each unit.

1.4 CLOSEOUT SUBMITTALS

- A. See DDC General Conditions
- B. Record actual locations of controls installed remotely from units.
- C. Operation and Maintenance Data: Submit manufacturer's descriptive literature, operating instructions, installation instructions, and maintenance and repair data.

1.5 QUALITY ASSURANCE

- A. Performance Requirements: Energy Efficiency Rating (EER) not less than prescribed by ASHRAE 90.1 when used in combination with compressors and evaporator coils when tested in accordance with ARI 210/240, ARI 340/360.



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- B. Cooling Capacity: Rate in accordance with ARI 210/240, ARI 340/360, ARI 365.
- C. Sound Rating: Measure in accordance with ARI 270.
- D. Insulation and adhesives: Meet requirements of NFPA 90A.
- E. Maintain one copy of each document on site.

1.6 QUALIFICATIONS

- A. Manufacturer: Company specializing in manufacturing products specified in this section with minimum three year experience.
- B. Installer: Company specializing in performing Work of this section with minimum three year experience.
- C. The installing contractor of a variable refrigerant system must complete an installation training program offered by the selected manufacturer. In addition to the training requirement prior installation is required factory commissioning upon start up of the systems in the field is required. The commissioning process must be performed to validate the extended warranty. The data collected is to be submitted to the manufacturer for record. The submitted record copy is to ensure the system was installed and operating optimally.

1.7 PRE-INSTALLATION MEETINGS

- A. See DDC General Conditions.
- B. Convene minimum one week prior to commencing work of this section.

1.8 DELIVERY, STORAGE, AND HANDLING

- A. See DDC General Conditions.
- B. Accept units and components on site in factory protective containers, with factory shipping skids and lifting lugs. Inspect for damage.
- C. Comply with manufacturer's installation instruction for rigging, unloading and transporting units.
- D. Protect units from weather and construction traffic by storing in dry, roofed location.

1.9 COORDINATION

- A. See DDC General Conditions.



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- B. Coordinate installation of condensing units with roof structure. Coordinate installation of air handling units with building structure.

1.10 WARRANTY

- A. See DDC General Conditions.
- B. The Manufacturer to warranty the system of proper operation at 416 feet length and 300 feet elevation of refrigerant piping.

1.11 WARRANTY SERVICE

- A. See DDC General Conditions.
- B. Furnish service and maintenance of equipment for one year from Date of Substantial Completion. Include maintenance items as shown in manufacturer's operating and maintenance data, including filter replacements, fan belt replacement, and controls checkout and adjustments.
- C. Furnish 24-hour emergency service on breakdowns and malfunctions for this maintenance period. Furnish capability of response time within hours.

1.12 MAINTENANCE MATERIALS

- A. See DDC General Conditions.
- B. Furnish one set for each unit of fan belts and filters.

1.13 LIMITED WARRANTY

- A. THE MANUFACTURER SHALL warrant to the customer who is the original owner and user of the products specified above ("Customer") that under normal use and maintenance for comfort cooling and conditioning applications such products (the "Products") will be free from defects in material or workmanship. This warranty applies to parts only and is limited in duration to one (1) year.

1.14 EXTENDED WARRANTY

- A. For its compressors only, Manufacturer provides the above warranty for a six (6) year period. This extended warranty for compressors is limited in duration to six (6) years and applies to the compressor and compressor parts only. The effective date of this extended warranty shall be established as above.



1.15 INSTALLATION REQUIREMENTS

- A. The system must be installed by a Manufacturer factory trained contractor/dealer.

1.16 OPERATING RANGE

- A. The operating range in cooling will be (-4°F) 23°F DB ~ 122°F DB.
Each system as standard shall be capable of on site reprogramming to allow low ambient cooling operation to -4°F DB.
- B. The operating range in heating will be 0°F DB – 77°F DB / -4°F WB – 60°F WB.
Simultaneous cooling/heating operating range will be (-4°F) 23°F WB ~ 60°F WB.
- C. Cooling mode indoor room temperature range will be 57°F-77°F WB.
Heating mode indoor room temperature range will be 59°F-80°F DB.

1.17 REFRIGERANT PIPING

- A. The system shall be capable of refrigerant piping up to 540 actual feet or 620 equivalent feet from the condensing unit to the furthest indoor unit, a total combined liquid line length of 3,280 feet of piping between the condensing and indoor units with 295 feet maximum vertical difference, without any oil traps .Piping joints and headers shall be used to ensure proper refrigerant balance and flow for optimum system capacity and performance. T style joints shall not be acceptable as this will negatively impact proper refrigerant balance and flow for optimum system capacity and performance.

PART 2 - PRODUCTS

2.1 List of Manufacturers:

- A. Samsung
- B. LG
- C. Daikin

2.2 VARIABLE REFRIGERANT RECOVERY

- A. The condensing units shall be interconnected to indoor units and shall range in capacity from in accordance with engineering schedule detailing each available indoor unit. The indoor units shall be connected to the



condensing unit utilizing specified piping joints and headers to ensure correct refrigerant flow and balancing. T style joints are not acceptable.

- B. Operation of the system shall permit either individual cooling or heating of each indoor unit simultaneously or all of the indoor units associated with each branch of the cool/heat selector box. Each indoor unit or group of indoor units shall be able to provide set temperature independently via a local remote controller.
- C. Branch selector boxes shall be located as shown on the drawing. The branch selector boxes shall have the capacity to control up to 216 MBH (cooling) downstream of the branch selector box. Each branch of the branch selector box shall consist of five electronic expansion valves, refrigerant control piping and electronics to facilitate communications between the box and main processor and between the box and indoor units. The branch selector box shall control the operational mode of the subordinate indoor units. The use of five EEV's ensures continuous heating during defrost, no heating impact during changeover and reduced sound levels. The use of solenoid valves for changeover and pressure equalization shall not be acceptable due to refrigerant noise.

2.3 FEATURES AND BENEFITS

- A. Voltage Platform – Heat recovery condensing units shall be available with a 208-230V/3/60 power supply.
- B. Advanced Zoning – A single system shall provide for up to 58 zones.
- C. Autocharging – Each system shall have a refrigerant auto-charging function.
- D. Defrost Heating – Each system shall maintain continuous heating during defrost operation. Reverse cycle (cooling mode) defrost operation shall not be permitted due to the potential reduction in space temperature.
- E. Oil Return Heating – Each system shall maintain continuous heating during oil return operation. Reverse cycle (cooling mode) oil return during heating operation shall not be permitted due to the potential reduction in space temperature.
- F. Low Ambient Cooling – Each system shall be capable of low ambient cooling operation to -4°F DB.
- G. Independent Control – Each indoor unit shall use a dedicated electronic expansion valve for independent control.



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- H. VFD Inverter Control – Each condensing unit shall use a high efficiency, variable speed “inverter” compressor coupled with inverter fan motors for superior part load performance.
- I. Compressor capacity shall be modulated automatically to maintain constant suction and condensing pressures while varying the refrigerant volume for the needs of the cooling or heating loads. Indoor units shall use PID to control superheat to deliver a comfortable room temperature condition and optimize efficiency.
- J. Flexible Design –
 - 1. Systems shall be capable of up to 540ft (640ft equivalent) of linear piping between the condensing unit and furthest located indoor unit.
 - 2. Systems shall be capable of up to 3,280ft total “one-way” piping in the piping network.
 - 3. Systems shall have a vertical (height) separation of up to 295ft between the condensing unit and the indoor units.
 - 4. Systems shall be capable of up to 295ft from the first branch point.
 - 5. The condensing unit shall have the ability to connect an indoor unit evaporator capacity of up to 200% of the condensing unit capacity.
 - 6. Systems shall be capable of 49ft between indoor units.
 - 7. Condensing units shall be supported with a fan motor ESP up to 0.32” WG as standard to allow connection of discharge ductwork and to prevent discharge air short circuiting.
- K. Simple Wiring – Systems shall use 16/18 AWG, 2 wire, multi-stranded, non-shielded and non-polarized daisy chain control wiring.
- L. Energy Efficiency – System shall have equivalent or better performance than high efficiency air cooled or water cooled chiller systems.
- M. Outside Air – Systems shall provide outside air capability.
- N. Advanced Diagnostics – Systems shall include a self-diagnostic, auto-check function to detect a malfunction and display the type and location.
- O. Each condensing unit shall incorporate contacts for electrical demand shedding.
- P. Advanced Controls – Each system shall have at least one remote controller capable of controlling up to 16 indoor units. Each system shall be capable of integrating with open protocol BACnet and LonWorks building management systems.
- Q. Low Sound Levels – Each system shall use indoor and condensing units with quiet operation as low as 27 dB(A).



2.4 QUALITY ASSURANCE

- A. The units shall be tested by a Nationally Recognized Testing Laboratory (NRTL), in accordance with ANSI/UL 1995 – Heating and Cooling Equipment and bear the Listed Mark.
- B. All wiring shall be in accordance with the National Electric Code (NEC).
- C. The system will be produced in an ISO 9001 and ISO 14001 facility, which are standards set by the International Standard Organization (ISO). The system shall be factory tested for safety and function.
- D. Mechanical equipment for wind-born debris regions shall be designed in accordance with ASCE 7-2010 and installed to resist the wind pressures on the equipment and the supports.
- E. The condensing unit will be factory charged with R-410A.

2.5 DELIVERY, STORAGE AND HANDLING

- A. Unit shall be stored and handled according to the manufacturer's recommendations.

PART 3 – EXECUTION

3.1 CONDENSING UNIT

- A. General: The condensing unit is designed specifically for use with series components.
 - 1. The condensing unit shall be factory assembled and pre-wired with all necessary electronic and refrigerant controls. The refrigeration circuit of the condensing unit shall consist of scroll compressors, motors, fans, condenser coil, electronic expansion valves, solenoid valves, 4-way valve, distribution headers, capillaries, filters, shut off valves, oil separators, service ports and refrigerant regulator. High/low pressure gas line, liquid and suction lines must be individually insulated between the condensing and indoor units.
 - 2. The condensing unit can be wired and piped with access from the left, right, rear or bottom.
 - 3. The connection ratio of indoor units to condensing unit shall be permitted up to 200%.
 - 4. Each condensing system shall be able to support the connection of up to 56 indoor units dependant on the model of the condensing unit.



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5. The sound pressure level standard shall be that value as listed in the engineering manual for the specified models at 3 feet from the front of the unit. The condensing unit shall be capable of operating automatically at further reduced noise during night time.
6. The system will automatically restart operation after a power failure and will not cause any settings to be lost, thus eliminating the need for reprogramming.
7. The unit shall incorporate an auto-charging feature.
8. The condensing unit shall be modular in design and should allow for side-by-side installation with minimum spacing.
9. The following safety devices shall be included on the condensing unit; high pressure sensor and switch, low pressure sensor, control circuit fuses, crankcase heaters, fusible plug, overload relay, inverter overload protector, thermal protectors for compressor and fan motors, over current protection for the inverter and anti-recycling timers.
10. To ensure the liquid refrigerant does not flash when supplying to the various indoor units, the circuit shall be provided with a sub-cooling feature.
11. Oil recovery cycle shall be automatic occurring 2 hours after start of operation and then every 8 hours of operation. Each system shall maintain continuous heating during oil return operation. Reverse cycle (cooling mode) oil return during heating operation shall not be permitted due to the potential reduction in space temperature.
12. The condensing unit shall be capable of heating operation at 0°F dry bulb ambient temperature without additional low ambient controls or an auxiliary heat source.
13. The system shall continue to provide heat to the indoor units in heating operation while in the defrost mode. Reverse cycle (cooling mode) defrost during heating operation shall not be permitted due to the potential reduction in space temperature.

B. Unit Cabinet:

1. The condensing unit shall be completely weatherproof and corrosion resistant. The unit shall be constructed from rust-proofed mild steel panels coated with a baked enamel finish.

C. Fan:

1. The condensing unit shall consist of one or more propeller type, direct-drive 350 or 750 W fan motors that have multiple speed operation via a DC (digitally commutating) inverter.
2. The condensing unit fan motor shall have multiple speed operation of the DC (digitally commutating) inverter type, and be of high external static



pressure and shall be factory set as standard at 0.12 in. WG. A field setting switch to a maximum 0.32 in. WG pressure is available to accommodate field applied duct for indoor mounting of condensing units.

3. The fan shall be a vertical discharge configuration with a nominal airflow maximum range of 6,700 CFM to 20,650 CFM dependent on model specified.
4. The fan motor shall have inherent protection and permanently lubricated bearings and be mounted.
5. The fan motor shall be provided with a fan guard to prevent contact with moving parts.
6. Night setback control of the fan motor for low noise operation by way of automatically limiting the maximum speed shall be a standard feature.

D. Condenser Coil:

1. The condenser coil shall be manufactured from copper tubes expanded into aluminum fins to form a mechanical bond.
2. The heat exchanger coil shall be of a waffle louver fin and rifled bore tube design to ensure high efficiency performance.
3. The fins are to be covered with an anti-corrosion acrylic resin and hydrophilic film type E1.
4. The pipe plates shall be treated with powdered polyester resin for corrosion prevention. The thickness of the coating must be between 2.0 to 3.0 microns.

E. Compressor:

1. The inverter scroll compressors shall be variable speed (PVM inverter) controlled which is capable of changing the speed to follow the variations in total cooling and heating load as determined by the suction gas pressure as measured in the condensing unit. In addition, samplings of evaporator and condenser temperatures shall be made so that the high/low pressures detected are read every 20 seconds and calculated. With each reading, the compressor capacity (INV frequency or STD ON/OFF) shall be controlled to eliminate deviation from target value.
2. The inverter driven compressor in each condensing unit shall be of highly efficient reluctance DC (digitally commutating), hermetically sealed scroll "G2-type" with a maximum speed of 7,980 rpm.



3. Neodymium magnets shall be adopted in the rotor construction to yield a higher torque and efficiency in the compressor instead of the normal ferrite magnet type. At complete stop of the compressor, the neodymium magnets will position the rotor into the optimum position for a low torque start.
4. The capacity control range shall be as low as 4% to 100%.
5. Each non-inverter compressor shall also be of the hermetically sealed scroll type.
6. Each compressor shall be equipped with a crankcase heater, high pressure safety switch, and internal thermal overload protector.
7. Oil separators shall be standard with the equipment together with an intelligent oil management system.
8. The compressor shall be spring mounted to avoid the transmission of vibration.
9. In the case of multiple condenser modules, conjoined operation hours of the compressors shall be balanced by means of the Duty Cycling Function, ensuring sequential starting of each module at each start/stop cycle, completion of oil return, completion of defrost or every 8 hours.

F. Electrical:

1. The power supply to the condensing unit shall be 208-230 volts, 3 phase, 60 hertz +/- 10%.

Power Supply Voltage	Voltage Range
208-230V/3/60	187V-253V

2. The control voltage between the indoor and condensing unit shall be 16VDC non-shielded, stranded 2 conductor cable.
3. The control wiring shall be a two-wire multiplex transmission system, making it possible to connect multiple indoor units to one condensing unit with one 2-cable wire, thus simplifying the wiring installation.

3.2 EXAMINATION

- A. See DDC General Conditions



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- B. Verification of existing conditions before starting work.
- C. Verify concrete pad for condensing unit is ready for unit installation.

3.3 INSTALLATION - AIR HANDLING UNIT

- A. Install air handling units on vibration isolators. Refer to Section 23 05 48.

3.4 INSTALLATION - CONDENSING UNIT

- A. Provide rigging for outdoor rooftop equipment.
- B. Install condensing units on vibration isolators. Refer to Section 23 05 48.
- C. Install units on angle iron steel and vibration isolators
- D. Install electrical devices furnished loose for field mounting.
- E. Install control wiring between air handling unit, condensing unit, and field installed accessories.
- F. Install connection to electrical power wiring in accordance with Section 26 05 03.
- G. Contractor to document post installation noise level to prove compliance.

3.5 MANUFACTURER'S FIELD SERVICES

- A. See DDC General Conditions.
- B. Furnish initial start-up and shutdown during first year of operation, including routine servicing and checkout.

3.6 CLEANING

- A. See DDC General Conditions.
- B. Vacuum clean coils and inside of unit cabinet.
- C. Install new throwaway filters in units at Substantial Completion.

3.7 DEMONSTRATION

- A. See DDC General Conditions
- B. Demonstrate air handling unit operation and maintenance.



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- C. Demonstrate starting, maintenance, and operation of condensing unit including low ambient temperature operation.
- D. Furnish services of manufacturer's technical representative for one 8 hour day to instruct Owner's personnel in operation and maintenance of units. Schedule training with Owner, provide at least 7 day's notice to Commissioner of training date.

3.8 PROTECTION OF FINISHED WORK

- A. See DDC General Conditions
- B. Do not operate air handling units until ductwork is clean, filters are in place, bearings lubricated, and fan has been test run under observation.

END OF SECTION



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SECTION 238236 - FINNED-TUBE RADIATION HEATERS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes hydronic baseboard and finned-tube radiation heaters.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.
 - 1. Include rated capacities, operating characteristics, furnished specialties, and accessories.
- B. Shop Drawings:
 - 1. Include plans, elevations, sections, and details.
 - 2. Include details of equipment assemblies. Indicate dimensions, weights, loads, required clearances, method of field assembly, components, and location and size of each field connection.
 - 3. Include details and dimensions of custom-fabricated enclosures.
 - 4. Indicate location and size of each field connection.
 - 5. Indicate location and arrangement of piping valves and specialties.
 - 6. Indicate location and arrangement of integral controls.
 - 7. Include enclosure joints, corner pieces, access doors, and other accessories.
- C. Samples: For each exposed product and for each color and texture specified.
- D. Color Samples for Initial Selection: For finned-tube radiation heaters with factory-applied color finishes.
- E. Color Samples for Verification: For each type of exposed finish.



1.4 INFORMATIONAL SUBMITTALS

- A. Coordination Drawings: Floor plans and other details, drawn to scale, on which the following items are shown and coordinated with each other, using input from installers of the items involved:
 - 1. Structural members, including wall and floor construction, to which floor-mounted finned-tube radiation heaters will be attached.
 - 2. Method of attaching finned-tube radiation heaters to floor and building structure.
 - 3. Penetrations of fire-rated wall and floor assemblies.
- B. Field quality-control reports.

PART 2 - PRODUCTS

2.1 HOT WATER BASEBOARD RADIATION HEATERS

- A. Manufacturers: Subject to compliance with requirements available manufacturers offering products that may be incorporated into the Work include, but are not limited to:
 - 1. Rittling
 - 2. Slant/Fin Corporation.
 - 3. Sterling Hydronics; a Mestek company.
- B. Performance Ratings: Rate baseboard radiation heaters according to Hydronics Institute's "I=B=R Testing and Rating Standard for Baseboard Radiation."
- C. Heating Elements: Copper tubing mechanically expanded into flanged collars of evenly spaced aluminum fins resting on polypropylene element glides. One end of tube shall be belled. Sizes are noted on the plans.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine areas to receive finned-tube radiation heaters for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.
- B. Examine roughing-in for hydronic-piping connections to verify actual locations before installation of finned-tube radiation heaters.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.



3.2 BASEBOARD RADIATION HEATER INSTALLATION

- A. Install units level and plumb.
- B. Install enclosure continuously around corners, using outside and inside corner fittings.
- C. Join sections with splice plates and filler pieces to provide continuous enclosure.
- D. Install access doors for access to valves.
- E. Install enclosure continuously from wall to wall.
- F. Terminate enclosures with manufacturer's end caps except where enclosures are indicated to extend to adjoining walls.
- G. Install valves within reach of access door provided in enclosure.
- H. Install air-seal gasket between wall and recessed flanges or front cover of fully recessed unit.
- I. Install piping within pedestals for freestanding units.

3.3 FINNED-TUBE RADIATION HEATER INSTALLATION

- A. Install units level and plumb.
- B. Install enclosure continuously around corners, using outside and inside corner fittings.
- C. Join sections with splice plates and filler pieces to provide continuous enclosure.
- D. Install access doors for access to valves.
- E. Install enclosure continuously from wall to wall.
- F. Terminate enclosures with manufacturer's end caps except where enclosures are indicated to extend to adjoining walls.
- G. Install valves within reach of access door provided in enclosure.
- H. Install air-seal gasket between wall and recessed flanges or front cover of fully recessed unit.
- I. Install piping within pedestals for freestanding units.

3.4 CONNECTIONS

- A. Piping installation requirements are specified in section 232116 Hydronic Piping Specialties." Drawings indicate general arrangement of piping, fittings, and specialties.



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- B. Connect hot-water finned-tube radiation heaters and components to piping according to Section 232116 Hydronic Piping Specialties." Install shutoff valves on inlet and outlet, and balancing valve on outlet.
- C. Install control valves as required by Section 230900 "Instrumentation and Control for HVAC."
- D. Install piping adjacent to finned-tube radiation heaters to allow service and maintenance.

3.5 FIELD QUALITY CONTROL

- A. Perform the following field tests and inspections:
 - 1. Leak Test: After installation, charge system and test for leaks. Repair leaks and retest until no leaks exist.
 - 2. Operational Test: After electrical circuitry has been energized, start units to confirm proper operation.
 - 3. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.
- B. Units will be considered defective if they do not pass tests and inspections.
- C. Prepare test and inspection reports.

END OF SECTION 238236



SECTION 23 82 39 - UNIT HEATERS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes unit heaters with hot-water coils.

1.3 DEFINITIONS

- A. BAS: Building automation system.
- B. CWP: Cold working pressure.
- C. PTFE: Polytetrafluoroethylene plastic.
- D. TFE: Tetrafluoroethylene plastic.

1.4 ACTION SUBMITTALS

- A. Product Data: For each type of product.
 - 1. Include rated capacities, operating characteristics, furnished specialties, and accessories.
- B. LEED Submittals:
 - 1. Product Data for Prerequisite IEQ 1: Documentation indicating that units comply with ASHRAE 62.1, Section 5 - "Systems and Equipment."
- C. Shop Drawings:
 - 1. Include plans, elevations, sections, and details.



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2. Include details of equipment assemblies. Indicate dimensions, weights, loads, and required clearances, method of field assembly, components, and location and size of each field connection.
3. Include location and size of each field connection.
4. Include details of anchorages and attachments to structure and to supported equipment.
5. Include equipment schedules to indicate rated capacities, operating characteristics, furnished specialties, and accessories.
6. Indicate location and arrangement of piping valves and specialties.
7. Indicate location and arrangement of integral controls.
8. Wiring Diagrams: Power, signal, and control wiring.

1.5 INFORMATIONAL SUBMITTALS

- A. Coordination Drawings: Floor plans, reflected ceiling plans, and other details, drawn to scale, on which the following items are shown and coordinated with each other, using input from installers
- B. Field quality-control reports.

1.6 CLOSEOUT SUBMITTALS

- A. Operation and Maintenance Data: For propeller unit heaters to include in emergency, operation, and maintenance manuals.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Basis-of-Design Product: Subject to compliance with requirements, provide product by one of the following:
 1. Airtherm; a Mestek company.
 2. Engineered Air.
 3. McQuay International.
 4. Rosemex Products.
 5. Ruffneck Heaters; a division of Lexa Corporation.
 6. Trane Inc.



2.2 DESCRIPTION

- A. Assembly including casing, coil, fan, and motor discharge configuration with adjustable discharge louvers.
- 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. Comply with UL 2021.
- D. Comply with UL 823.

2.3 PERFORMANCE REQUIREMENTS

- A. ASHRAE Compliance: Applicable requirements in ASHRAE 62.1, Section 5 - "Systems and Equipment" and Section 7 - "Construction and Startup."

2.4 HOUSINGS

- A. Finish: Manufacturer's standard baked enamel applied to factory-assembled and -tested propeller unit heaters before shipping.
- B. Airstream Surfaces: Surfaces in contact with the airstream shall comply with requirements in ASHRAE 62.1.
- C. Discharge Louver: Adjustable fin diffuser for horizontal units and conical diffuser for vertical units.

2.5 COILS

- A. General Coil Requirements: Test and rate hot-water propeller unit-heater coils according to ASHRAE 33.
- B. Hot-Water Coil: Copper tube, with mechanically bonded aluminum fins spaced no closer than 0.1 inch and rated for a minimum working pressure of 200 psig and a maximum entering-water temperature of 212 deg F, with manual air vent. Test for leaks to 350 psig underwater.



2.6 FAN AND MOTOR

- A. Fan: Propeller type with aluminum wheel directly mounted on motor shaft in the fan vent.
- B. Motor: Permanently lubricated, multispeed. Comply with requirements in Section 230513 "Common Motor Requirements for HVAC Equipment."

2.7 CONTROLS

- A. Control Devices: Wall-mounted, variable fan-speed switch.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine areas to receive propeller unit heaters for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.
- B. Examine roughing-in for piping and electrical connections to verify actual locations before unit-heater installation.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

- A. Install propeller unit heaters to comply with NFPA 90A.
- B. Install propeller unit heaters level and plumb.
- C. Suspend propeller unit heaters from structure with all-thread hanger rods and spring hangers. Hanger rods and attachments to structure are specified in Section 230529 "Hangers and Supports for HVAC Piping and Equipment." Vibration hangers are specified in Section 230548 "Vibration and Seismic Controls for HVAC."
- D. Install wall-mounted thermostats and switch controls in electrical outlet boxes at heights to match lighting controls. Verify location of thermostats and other exposed control sensors with Drawings and room details before installation.

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3.3 CONNECTIONS

- A. Piping installation requirements are specified in Section 232116 Hydronic Piping Specialties." Drawings indicate general arrangement of piping, fittings, and specialties.
- B. Install piping adjacent to machine to allow service and maintenance.
- C. Connect piping to propeller unit heater's factory, hot-water piping package. Install the piping package if shipped loose.
- D. Comply with safety requirements in UL 1995.
- E. Unless otherwise indicated, install union and gate or ball valve on supply-water connection and union and calibrated balancing valve on return-water connection of propeller unit heater. Hydronic specialties are specified in Section 232116 Hydronic Piping Specialties."
- F. Ground equipment according to Section 260526 "Grounding and Bonding for Electrical Systems."
- G. Connect wiring according to Section 260519 "Low-Voltage Electrical Power Conductors and Cables."

3.4 FIELD QUALITY CONTROL

- A. Perform the following tests and inspections:
 - 1. Operational Test: After electrical circuitry has been energized, start units to confirm proper motor rotation and unit operation.
 - 2. Test and adjust controls and safety devices. Replace damaged and malfunctioning controls and equipment.
- B. Units will be considered defective if they do not pass tests and inspections.
- C. Prepare test and inspection reports.

3.5 ADJUSTING

- A. Adjust initial temperature set points.



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- B. Occupancy Adjustments: When requested within 12 months of date of Substantial Completion, provide on-site assistance in adjusting system to suit actual occupied conditions. Provide up to two visits to Project during other-than-normal occupancy hours for this purpose.

3.6 DEMONSTRATION

- A. Engage a factory-authorized service representative to train Owner's maintenance personnel to adjust, operate, and maintain propeller unit heaters.

END OF SECTION

CONTRACT # 4
ELECTRICAL WORK

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SECTION 260013 – ELECTRICAL 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 **\$5,000.00** for the **Electrical 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.

ELECTRICAL CONTRACTOR WORK ALLOWANCE FOR INCIDENTAL ASBESTOS ABATEMENT

- 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 Electrical 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

ELECTRICAL CONTRACTOR WORK ALLOWANCE FOR INCIDENTAL ASBESTOS ABATEMENT

abatement contractor must submit such documentation as may be required by the Department of Design and Construction to demonstrate that it has the requisite capacity to perform the required services of this contract.

- B. Insurance Requirements: The asbestos abatement contractor must provide asbestos liability insurance in the following amount: 1 million dollars per occurrence, 2 million dollars aggregate (combined single limit). The City of New York shall be named as an additional insured on such insurance policy.
- C. Throughout the specifications, reference is made to codes and standards which establish qualities and types of workmanship and materials, and which establish methods for testing and reporting on the pertinent characteristics thereof.

1.03 ASBESTOS ABATEMENT CONTRACTOR RESPONSIBILITIES

The Asbestos abatement contractor will visit the subject location within one (1) working day of notification to ascertain actual work required. If the project is identified as being "urgent", then work shall commence no later than 48 hours from the time of notification. In this event, the asbestos abatement contractor shall immediately notify when applicable EPA NESHAPS Coordinator, NYSDOL Asbestos Control Bureau and NYCDEP Asbestos Control Program of start of the work and file the necessary Asbestos Notifications and any applicable Variance Applications with the regulatory agencies cited above.

In the event that the project is not classified as "urgent" the Asbestos abatement contractor shall notify the EPA NESHAPS Coordinator, NYSDOL and NYCDEP by submitting the requisite asbestos project notification forms, postmarked 10 days before activity begins if 260 linear feet or more and/or 160 square feet or more of asbestos containing material will be disturbed.

The following information must be included in the notification:

- A. Name and address of building City or operator;
- B. Project description:
 - 1. Size - square feet, number of linear feet, etc;
 - 2. Age - date of construction and renovations (if known);
 - 3. Use - i.e., office, school, industrial, etc.
 - 4. Scope - repair, demolition, cleaning, etc.
- C. Amount of asbestos involved in work and an explanation of techniques used to determine the amount;

- D. Building location/address, including Block and Lot numbers;
- E. Work schedule including the starting and completion dates;
- F. Abatement methods to be employed;
- G. Procedures for removal of asbestos-containing material;
- H. Name, title and authority of governmental representative sponsoring project.

1.04 WORK INCLUDED IN UNIT PRICE

The Asbestos abatement contractor will be paid a basic unit price of **\$25.00** per square feet for the removal and disposal of asbestos containing material and replacement of the same with non-asbestos containing materials.

Unit price shall include all costs necessary to do the work of this Contract, including but not limited to: labor, materials, equipment, utilities, disposal, insurance, overhead and profit.

1.05 AIR MONITORING – ASBESTOS ABATEMENT CONTRACTOR

- A. "Air Sampling" shall mean the process of measuring the fiber content of a known volume of air collected during a specific period of time. The procedure utilized for asbestos follows the NIOSH Standard Analytical Method 7400 or the provisional transmission electron microscopy methods developed by the USEPA and/or National Institute of Standard and Technology which are utilized for lower detectability and specific fiber identification.
- B. Air monitoring of Asbestos abatement contractor's personnel will be performed in conformance with OSHA requirements, (All costs associated with this work are deemed included in the unit price.).
- C. Qualifications of Testing Laboratory:

The industrial hygiene laboratory shall be a current proficient participant in the American Industrial Hygiene Association (AIHA) PAT Program. The laboratory identification number shall be submitted and approved by the City. The laboratory shall be accredited by the AIHA and New York State Department of Health Environmental Laboratory Approval Program (ELAP).

Note: Work area air testing and analysis before, during and upon completion of work (clearance testing) will be performed by a Third Party Air Monitor under separate Contract with the City.

1.06 THIRD PARTY MONITORING AND LABORATORY

ELECTRICAL CONTRACTOR WORK ALLOWANCE FOR INCIDENTAL ASBESTOS ABATEMENT

- A. The NYCDDC, at its own expense, will employ the services of an independent Third Party Air Monitoring Firm and Laboratory. The Third Party Air Monitor will perform air sampling activities and project monitoring at the Work Site.
- B. The Laboratory will perform analysis of air samples utilizing Phase Contrast Microscopy (PCM) and/or Transmission Electron Microscopy (TEM).
- C. The Third Party Air Monitoring Firm and the designated Project Monitor shall have access to all areas of the asbestos removal project at all times and shall continuously inspect and monitor the performance of the Asbestos abatement contractor to verify that said performance complies with this Specification. The Third-Party Air Monitor shall be on site throughout the entire abatement operation.
- D. The NYCDDC will be responsible for costs incurred with the Third Party Air Monitoring Firm and laboratory work. Any subsequent additional testing required due to limits exceeded during initial testing shall be paid for by the Asbestos abatement contractor.

1.07 PAYMENT REQUEST DOCUMENTATION

- B. The following information shall be included for each payment request:
 - 1. Description of work performed.
 - 2. Linear footage and pipe sizes involved.
 - 3. Square footage for boiler & breaching insulation removed.
 - 4. Square footage of non pipe and boiler areas removed, patched, enclosed, sealed, or painted.
 - 5. Square footage of encapsulation, sealing, patching, and painting involved.
 - 6. Total cost associated with compliance with the assigned task.
 - 7. Architectural, Electrical, HVAC, Plumbing, etc. work incidental to the Asbestos Abatement Work.
 - 8. A certified copy (in form 4312-39) to the Comptroller or Financial Officer of the New York City to the effect that the financial statement is true.
 - 9. A signed copy (in form 6506q-6) of certificate of compliance with non-discriminatory provisions of the Contract.
 - 10. Attach a copy of valid workmen compensation insurance.

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11. Valid asbestos insurance per occurrence.
 12. General liability insurance when required.
- C. Each payment request shall include a grand total for all work completed that billing period, the landfill waste manifests and a copy of waste transporter permit. The Department of Design and Construction will inspect the work performed, review the cost and approve or disapprove requests for payment.
- D. EXPOSURE LOG: With this final payment, the Asbestos abatement contractor shall submit a listing of the names and social security numbers of all employees actively engaged in the abatement work of this Contract. This list shall include a summary showing each part of the abatement work in which the employee was engaged and the dates thereof.

1.08 QUANTITY CALCULATIONS

In order to determine the square footage involved for the various pipe sizes of pipe insulation that might be encountered, the following table is to be used.

<u>PIPE INSULATION SIZE O.D.</u>	<u>PIPE SIZE O.D.</u>	<u>SQUARE FOOTAGE PER LINEAR FOOT</u>
2-1/2"	1/2"	0.65
2-3/4"	3/4"	0.72
3"	1"	0.79
3-1/4"	1-1/4"	0.85
3-1/2"	1-1/2"	0.92
4"	2"	1.05
4-1/2"	2-1/2"	1.18
5"	3"	1.31
6"	3-1/4"	1.57
7"	3-1/2"	1.83
8"	4"	2.09
9"	5"	2.36
10"	6"	2.62
12"	8"	3.14
14"	10"	3.67
16"	12"	4.19
18"	14"	4.71

1.09 METHOD OF PAYMENT

Payment shall be made in accordance with Items A through R below. Payment shall be calculated based on the actual quantity of the item performed by the asbestos abatement contractor, times the unit price specified below. Credits may apply to certain times, as specified below.

- A. **REMOVAL, DISPOSAL AND REPLACEMENT OF ASBESTOS CONTAINING PIPE INSULATION:** Actual linear footage, multiplied by the square footage factor listed for the respective pipe size in Section 1.09, multiplied by the unit price in Section 1.05.

EXAMPLE: 100 lin.ft. of 1/2" pipe and 100 lin.ft. of 6" pipe, including elbows, tees. Flanges, etc.

$100 \times 0.65 = 65 \text{ sq.ft.}$ $65 \times \text{unit price} = \text{Payment}$

$100 \times 2.62 = 262 \text{ sq.ft.}$ $262 \times \text{unit price} = \text{Payment}$

- 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)

$1000 \text{ S.F.} \times (1.5) \times \text{the Unit Price} = \text{Payment}$

- C. **REMOVAL, DISPOSAL AND REPLACEMENT OF TANK INSULATION:** (all types including removal/replacement of metal jacketing) Payment shall be made at 1.5 times the unit price per square foot.
- D. **REMOVAL, DISPOSAL AND REPLACEMENT OF BOILER UPTAKE, & BREACHING INSULATION:** (all types including stiffening angles and wire lath) Payment shall be made at 2.0 times the unit price per square foot.
- E. **REMOVAL, DISPOSAL AND REPLACEMENT OF DUCT INSULATION:** Payment shall be made at 1.0 times the unit price per square foot.
- F. **REMOVAL, DISPOSAL AND REPLACEMENT OF SOFT ASBESTOS CONTAINING MATERIAL:** (Including sprayed-on fire proofing and sound proofing) Payment shall be made at 1.0 times the unit price per square foot of surface area. Area of irregular surfaces must be calculated and confirmed with DDC representative.
- G. **ACOUSTIC PLASTER REPAIR AND/OR ENCAPSULATION:** Payment shall be made at 0.5 times the unit price per square foot.

ELECTRICAL CONTRACTOR WORK ALLOWANCE FOR INCIDENTAL ASBESTOS ABATEMENT

- H. **PATCHING OR REPAIR** of items listed in A through F will be paid at 0.33 times the unit price per square foot.
- I. **REMOVAL, DISPOSAL AND REPLACEMENT OF WATERPROOFING ASBESTOS CONTAINING MATERIAL:** (including friable and non-friable waterproofing material from interior and exterior walls, floors, foundations, penetrations, louvers, vents and openings other than windows, doors and skylights) Payment shall be made at 0.5 times the unit price per square foot.
- J. **REMOVAL, DISPOSAL AND REPLACEMENT OF ASBESTOS CONTAINING ELECTRICAL WIRING INSULATION:** (including friable and non-friable wiring insulation) Payment shall be made at 0.33 times the unit price per square foot.
- K. **PAINTING:** Payment shall be made at 0.05 times the unit price per square foot.
- L. **REMOVAL AND DISPOSAL OF ASBESTOS-CONTAINING PLASTER:** from ceilings and walls, including any wire lath and disposal as asbestos containing waste. Payment shall be made at 0.80 times the unit price per square foot.
- M. **REMOVAL AND DISPOSAL OF ASBESTOS-CONTAINING FLOOR TILES, CEILING TILES, TRANSITE PANELS:** (including any adhesive, glue, mastic and/or underlayment) and disposal as asbestos containing waste. Payment shall be made at 0.40 times the unit price per square foot. If multiple layers are discovered, each additional layer shall be paid at 0.20 times the unit price per square foot.
- N. **ADDITIONAL CLEAN UP/HOUSEKEEPING OF WORK AREA:** (excluding pre-cleaning of work area required by regulations) HEPA vacuuming and wet cleaning of asbestos contaminated surface. Payment shall be made at 0.20 times the unit price per square foot. When GLOVE BAG is employed to remove ACM, cost of HEPA vacuuming and wet cleaning of floor area up to 3 feet on each side of glove-bag shall be included in unit price and no extra payment will be made.
- O. **REMOVAL, DISPOSAL OF ASBESTOS-CONTAINING ROOFING MATERIAL:** including mastic, flashing and sealant compound and provide temporary asbestos-free roof covering consisting of one layer of rolled roofing paper sealed with asphaltic roofing compound. Payment shall be made at 0.8 times the unit price per square foot. Credit at a rate of 0.33 times the unit price will be taken for each square foot of temporary roof covering which the Asbestos abatement contractor is directed not to install.
- P. **PICK-UP AND DISPOSAL OF GROSS DEBRIS:** (excluding any waste generated from abatement under Item A-R) at a rate of \$150 per cubic yard for asbestos contaminated waste and \$75 per cubic yard for non-asbestos

ELECTRICAL CONTRACTOR WORK ALLOWANCE FOR INCIDENTAL ASBESTOS ABATEMENT

contaminated waste. This cost includes all labor and material cost associated with work.

- Q. **REMOVAL OF ASBESTOS-CONTAINING BRICK, BLOCK, MORTAR, CEMENT OR CONCRETE:** along with all surfacing materials including wire lath and/or other supporting structures and disposal as ACM waste. Payment shall be made at a rate of \$25.00 per cubic foot of material removed.
- R. **REMOVAL AND DISPOSAL OF ASBESTOS CONTAINING WINDOW/DOOR CAULKING:** including friable and non-friable caulking, weather-stripping, glazing, sealants or other waterproofing materials applied to windows, doors, skylights, etc. Payment shall be made at the rate of \$400.00 per opening regardless of size or configuration. This cost includes labor, consumable materials, set-up/breakdown, removal and disposal, as required.

Note 1: CREDIT: For items listed in A through F, a credit at a rate of 0.33 times the unit price, times the respective multiplier (for each item) will be taken for each square foot of insulation which the asbestos abatement contractor is not directed to reapply.

Note 2: MINIMUM PAYMENT: The minimum payment per call at any individual job sites or various job sites during the same day will be eight hundred dollars (\$800.00).

Note 3: All payments shall be made as described in paragraph 1.09 herein.

Note 4: WORKING HIGHER THAN 12 FEET ABOVE FLOOR LEVEL OR WORK REQUIRING COMPLEX SCAFFOLDING OR CONSTRUCTION WORK PLATFORMS: Provisions are made in this Contract to compensate the Asbestos abatement contractor for work performed in locations that are difficult to access due to work at elevations that are significantly higher than the normal work level. The unit price for these items will be paid at 1.20 times the unit price described in Paragraphs 1.09, A through R for those portions of the work that are more than twelve (12) feet above the grade for that would be judged as the normal working level.

1.10 GUARANTEE

- A. Work performed in compliance with each task shall be guaranteed for a period of one year from the date the completed work is accepted by the Department of Design and Construction.
- B. The Commissioner of The Department of Design and Construction will notify the Asbestos abatement contractor in writing regarding defects in work under the guarantee.

1.11 OCCUPANCY OF SITE NOT EXCLUSIVE

Attention is specifically drawn to the fact that contractors, performing the work of other Contracts, may be brought upon any of the work sites of this Contract. Therefore, the

Asbestos abatement contractor shall not have exclusive rights to any site of his work and shall fully cooperate and coordinate his work with the work of other contractors who may be brought upon any site of the work of this Contract. This paragraph applies to those areas outside the regulated Work Area as defined by Title 15, Chapter I of RCNY.

1.12 **SUBMITTALS**

A. Pre-Construction Submittals:

1. Attend a pre-construction meeting scheduled by the City of New York Department of Design and Construction. This meeting shall also be attended by a designated representative of the City of New York third party air monitoring firm, facility manager and the Construction Project Manager. At this meeting, the Asbestos abatement contractor shall present three copies of the following items:
 - a. Asbestos abatement contractor's scope of work, work plan and schedule.
 - b. Asbestos project notifications, approved variances and plans to Government Agencies.
 - c. Copies of Permits, clearance and licenses if required.
 - d. Schedules: the Asbestos abatement contractor shall provide to the Construction Project Manager a copy of the following schedules for approval. Once approved, schedules shall be maintained and updated as received. Asbestos abatement contractor shall post a copy of all schedules at the site:
 - (1) A construction schedule stating critical dates of the project including, but not limited to, mobilization, Work Area preparation, demolition, gross removal, fine cleaning, encapsulation, inspections, clearance monitoring, and phase of refinishing and final inspections. The schedule shall be updated biweekly, at a minimum.
 - (2) A schedule of staffing stating number of workers per shift per activity, name and number of supervisor(s) per shift, shifts per day, and total days to be worked.
 - (3) Submit all changes in schedule or staffing to the Construction Project Manager prior to implementation.

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- 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.

ELECTRICAL CONTRACTOR WORK ALLOWANCE FOR INCIDENTAL ASBESTOS ABATEMENT

- 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 Electrical 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

ELECTRICAL CONTRACTOR WORK ALLOWANCE FOR INCIDENTAL ASBESTOS ABATEMENT

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SECTION 26 04 05 – SPECIAL REQUIREMENTS FOR ELECTRICAL WORK

PART 1 GENERAL

1.1 RELATED DOCUMENTS

- A. Where items of General condition are repeated in this Section of Specification, it is intended to qualify or to call particular attention to them; it is not intended that any other parts of General Conditions shall be assumed to be omitted if not repeated herein.
- B. Provisions of this Division apply equally and specifically to Contractors and Subcontractors supplying labor and/or equipment and/or materials as required under Heating, Ventilating and Air conditioning, Plumbing, Sprinkler and Electrical.

1.2 DEFINITIONS:

- A. Specifications are of simplified form and include incomplete sentences. Words or phrases such as "Contractor shall," "shall be," "furnish," "provide", "a," "an," "the," and "all" have been omitted for brevity.
- B. "Contractor": Contractor or Subcontractor working under his respective Section (Heating, Ventilation and Air Conditioning, Plumbing, Sprinkler, Electrical) or his Specification.
- C. "Install": to erect, mount and connect complete with related accessories.
- D. "Supply": to purchase, procure, acquire and deliver complete with related accessories.
- E. "Furnish" to purchase for installation by another trade.
- F. "Provide": to supply, install and connect up complete and ready for safe and regular operation of particular work referred to unless specifically otherwise noted.
- G. "Piping": piping, fittings, valves, hangers, and other accessories related to such piping.



- H. "Concealed": hidden from sight as in chases, furred spaces, shafts, hung ceilings, or embedded in construction.
- I. "Exposed": "not concealed" as defined.
- J. "HVAC": Heating, Ventilating and Air Conditioning.
- K. "Plumbing Contractor": Contractor doing Plumbing Work.
- L. "Work": labor, materials, equipment, apparatus, controls, accessories and other items required for proper and complete installation.
- M. "Wiring": raceway, fittings, wire, boxes and related items. "Circuitry" is synonymous with "wiring".
- N. "Indicated" "shown" or "noted": as indicated, shown or noted on Drawings or Specifications.
- O. "Similar" or "equal": of base bid manufacturer, equal in materials, weight, size, design and efficiency of specified product, conforming with "Base Bid Manufacturers", in opinion of Architect/ Engineer.
- P. "Reviewed," "satisfactory," "accepted," or "directed": as reviewed, satisfactory, accepted or directed by or to Architect.
- Q. "Motor Controllers": manual or automatic starters (with or without switches), individual pushbuttons, or hand-off-automatic (HOA) switches controlling operation of motors.
- R. "Control Devices": automatic sensing and switching devices such as thermostats, pressure, float, electro-pneumatic switches and electrodes controlling operation of equipment.

1.3 CODES, REGULATIONS, FEES, PERMITS, CERTIFICATES AND STANDARDS:

- A. N.Y. City Building Code.
 - 1. National Electrical Code with New York City Amendments.
 - 2. NFPA National Fire Protection Association.
 - 3. ASME American Society of Mechanical Engineers.
 - 4. ANSI American National Standards Institute.
 - 5. ASTM American Society for Testing Materials.



6. AWWA American Water Works Association.
7. NEMA National Electrical Manufacturers Association.
8. ASHRAE American Society of Heating, Refrigeration and Air Conditioning Engineers.
9. SMACNA Sheet Metal and Air Conditioning Contractors National Association, Inc.
10. ARI Air Conditioning and Refrigeration Institute.
11. UL Underwriter's Laboratories.
12. AMCA Air Moving and Conditioning Association
13. ADC Air Diffusion Council.
14. AABC Associated Air Balance Council
15. Local Water Company rules and Regulations
16. NFPA-90A Air Conditioning and Ventilation Systems.
17. N.Y. State Energy Conservation Code
18. IEEE Institute of Electrical and Electronic Engineers.
19. OSHA Occupational Safety and Health Administration.
20. Factory Mutual.
21. FIA Factory Insurance Association
22. NECA National Electrical Contractors Association

1.4 INTENT:

- A. Specifications and Drawings: The Intent is for the Contractor to furnish and install all electrical equipment and devices test and leave ready for operation. The entire installation shall be performed with new first-class quality materials equipment and apparatus.
- B. Apparatus, appliance, material, incidental accessories, minor details, or work not shown on Drawings, but mentioned in Specifications, or vice versa, necessary to make work complete and perfect in every respects, ready for operation, shall be provided without additional expenses to City of New York.

1.5 DRAWINGS:

- A. Drawings are generally diagrammatic and intended to convey scope of work and indicate general arrangement of equipment; ducts, conduits, piping, and fixtures.
- B. Locations of items shown on Drawings or called for in Specifications that are not definitely fixed by dimension are approximately only. Exact locations necessary to secure best conditions and results shall be determined at project and shall have approval of Commissioner before being installed.



- C. Follow drawings in laying out work and check Drawings of other trades to verify spaces in which work to be installed. Maintain maximum headroom and space conditions. Notify commissioner before proceeding with installation.
- D. When directed by Commissioner, without extra charge, make reasonable modification in layout as needed to prevent conflict with work or other trades or for proper execution of work.
- E. Piping, ductwork, conduits connected to equipment may required different size connection than indicated on Drawings. Provide transition pieces as required at equipment.

1.6 INTERPRETATION OF DRAWINGS AND SPECIFICATIONS:

- A. Questions or disagreements arising as to true intent of Specifications or Drawings, quality of work required thereby, shall be decided by commissioner, whose interpretations thereof shall be final, conclusive and binding.
- B. In case of disagreement between Drawings and Specifications, or within either document itself, the better quality, greater quality or more costly work shall be included in Contract Price and the matter referred to commissioner's attention for decision and/or adjustment.
- C. Maintain awareness to avoid space conflict with other trades.

1.7 VISITING THE SITE:

- A. Before submitting final proposal, examine site of proposed work to determine existing conditions that may affect work, as this Section will be held responsible for any assumptions in regard thereto.

1.8 EQUIPMENT AND MATERIALS

- A. Proposal and bid must cover items on Drawings and in Specifications.
- B. Remove materials or equipment installed before "No Objection" comment from Commissioner, is obtained and/or in opinion of Commissioner materials or equipment does not meet intent of Drawings and Specifications, at no extra cost to City of New York.
- C. Equipment and materials required for installation under these Specifications shall be new and without blemish or defect. Electrical equipments shall bear labels attesting to Underwriters' Laboratories approval. Where no specific indication as



to type or quality of material or equipment label is installed, a first class standard article shall be provided.

- D. Equipment other than specified or detailed on Drawings requiring redesign of structure, partitions, foundations, piping, wiring, or other part of mechanical, electrical, architectural layout, shall be provided with new drawings and detailing as required and therefore at no additional cost to City of New York.
- E. Where deviation from Contract Documents requires a different quantity and arrangement of ductwork, piping, wiring, conduit, and equipment from that specified or indicated on Drawings, furnish and install any such ductwork, piping, structural supports, insulation, controllers, motors starters, electrical wiring, and conduit, and other additional equipment required by system, at no additional cost to City of New York.
- F. Equipment of one type shall be product of same manufacturer.
- G. Note that comments "No Exception Taken" or "Make Corrections Noted" on shop drawing or other information submitted in accordance with specified requirements herein before does not assure that Commissioner attests to dimensional accuracy or dimensional suitability of materials or equipment involved or mechanical performance of equipment. Comments on shop drawings does not invalidate Plans and Specification if shop drawings are in conflict with Plans and Specifications.
- H. Lubricate equipment as recommend by manufacturer, during temporary construction use and provide complete lubrication and new filters just prior to acceptance.

1.9 SUBMITTALS:

- A. Prior to purchasing or delivery to job site, but sufficiently in advance of requirements necessary to allow Commissioner ample time for review, submit copies of shop drawings of equipments, as stated in Specifications.
- B. Contractor in accepting this Contract verifies familiarization with General Construction Drawings and Specifications, and that during progress of job, will keep abreast of work of other trades and will constantly be informed of field conditions to be encountered, including accurate measurements of applicable parts of actual buildings as they are erected. Any change in location of equipment, piping, or connections necessitated by Contractor shall be at own expense, within schedule of completion of project.



- C. Documents shall not be accepted for approval unless:
 - 1. Six (6) copies of each are submitted, one (1) of these copies being transparent type.
 - 2. Include complete information pertaining to appurtenances and accessories, but at least as much information as indicated in Contract Documents.
 - 3. Submitted as package where pertaining to related items.
 - 4. Properly marked with service or function identification as related to project where they consist of catalogue sheets displaying other items which are not applicable.
 - 5. Required certificates are submitted with approval.
 - 6. Letter of transmittal submitted with shop drawings

- D. Each trade contractor shall participate in the production of a set of coordinated drawings for the entire project. This drawing shall show all trades being fully coordinated. This drawing set shall be coordinated for all trades and maintain all ceiling heights, construction requirements, etc. Work in any given area may not proceed until a coordinated drawing for the area exists.

1.10 GUARANTEES:

- A. All work performed and materials installed shall be free from inherent defects and keep same in original form. Replace damaged, defective materials or workmanship, free of cost to owner, for period of one year from date of acceptance, upon notice from Commissioner.

- B. Install Equipment in connection with this Contract to meet performance requirements set forth by Commissioner.

- C. Replace Non-durable replaceable items such as air filter media, lamps, etc. within one week of date of acceptance.

- D. Date of acceptance is date of final payment by City of New York.

- E. Certification shall be submitted attesting that specified performance criteria are met by systems installed.

- F. Permits and inspection certificates shall be obtained, paid for, and made available for completion work.

- G. Work not subject to approval of an authority having jurisdiction (AHJ) shall be governed by applicable sections of overall National Fire Code as published by the National Fire Protection Association.



- H. Fees, permits, taxes or certificates required by governing bodies, (board of Fire Underwriters, B.S.A., M.E.A., D.A.R.) or other agencies affecting work as specified herein, or required for Certificates of Occupancy, shall be obtained and paid for by Contractor as part of basic contract.

1.11 CONCRETE FOUNDATIONS, PADS, AND INSERTS:

- A. Furnish sizes, locations, and templates for erection of concrete work, to accommodate equipment.
- B. Submittals:
 - 1. Procedure
 - a. Prepare and make submissions listed below.
 - 2. Shop Drawings
 - a. Size of concrete pad
 - b. Shape
 - c. Templates
- C. Concrete pads: 4" high housekeeping, extend 6" beyond equipment on sides. Provide inserts to accommodate seismic bracing.

1.12 CLEANING AND PROTECTION:

- A. Protect conduit and equipment during storage at site, from damage, rain, dirt, and ground water.
- B. After completion of project, clean interior exterior and surface of equipment included in this Section, including concrete residue.

1.13 OPERATING AND MAINTENANCE INSTRUCTIONS:

- A. Submittals:
 - 1. Furnish to Commissioner six (6) sets of operating and maintenance instructions for all electrical equipment.
- B. Operating and maintenance instructions shall contain following minimum items.
 - 1. Maintenance and operating instructions prepared by Contractor.
 - 2. Programming and seismic software with all password protection.
 - 3. Control diagrams and sequence of operations with all parameter set points and operating ranges indicated.
 - 4. General operating instructions.



5. Preventive maintenance requirements.
 6. Data sheets defining dimensions, capacities and utility requirements for all equipment.
 7. A complete part list for each piece of equipment including assembly drawings and recommended spare parts.
 8. Schedules Department of Energy (DOE) design versus Actual test parameters for all equipment.
 9. Detailed schematic electrical diagrams of all electrical equipment, mechanical equipment, control systems and all external interlocks.
 10. Variable Frequency Drive O&M data shall be provided with all field installed, set up parameters.
 11. Warranty information on each piece of equipment/device as required by the contract documents.
- C. Special tools for proper operation and maintenance of equipment provided under this Section shall be delivered to Commissioner and receipt obtained for same.
- D. After final test and adjustments have been completed, fully instruct Commissioner in details of operation of any specialized equipment for a sufficient length of time to assure that such Commissioner is properly qualified to take over operation and maintenance of said equipment. Instruction period shall be a minimum of two (2) four-hour periods.

1.14 ACCESS DOORS IN FINISHED CONSTRUCTION:

- A. Furnish access doors where access is required to concealed equipment.
- B. Submittals:
1. Procedure
 - a. Prepare and make submission listed below
 - 1) Access doors
 - 2) Accessories
 - 3) Submit sample to Commissioner for review and approval.
- C. Frames shall be formed from not less than No. 22 U.S. Standard gauge steel sheet and doors shall be formed from not less than No. 22 U.S. Standard gauge steel sheet.
- D. Access doors shall have screw driver operated camlocks and concealed hinges. Doors and frames shall be given a shop coat of an approved rust-inhibitive primer.
- E. Access doors shall be of the following types as manufactured by Inland-Ryerson Construction Products Co., or approved equal.



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1. Milcor Flush Panel Style M – for areas with wall board, tile or masonry finish.
2. Milcor Panel Style AT – for acoustical ceilings.
3. Milcor Fire Rated – for fire rated barriers.
4. Approved equal.

F. Access doors shall be delivered at grade for receiving and installation by contractor.

G. Tags shall be applied to each access door indicating location of access door.

1.15 MANUFACTURERS:

- A. Base bid on material or equipment specified by:
1. Name of manufacturer.
 2. Brand or trade name.
 3. Catalog reference.

1.16 DRILLING AND CUTTING:

- A. Beams, girders and other principal structure members shall not be cut or drilled, unless permission has been granted in writing by Commissioner.
- B. Drilling at structural slabs or cutting of structural welds must be approved by the structural engineer in consort with the Commissioner.

1.17 RESTORATION:

- A. If such drilling or cutting is done on finished surfaces of equipment or structure, any marring of surface shall be made good by repair or replacement. Restoration due to cutting or drilling and damage to building or its contents, and penetration of waterproofing because of installation of work shall be repaired to satisfaction of architect/engineers at no expense to City of New York.

1.18 SLEEVES:

- A. Sleeves, etc., passing through walls or floors, shall be furnished and set by Contractor installing conduits. Sleeves in waterproofed floors shall be provided with flashing extending 12" in directions from sleeve and secured waterproofing. Flashing shall be turned down into space between pipe and sleeve and caulked watertight. Flashing shall be 20 oz. Cold rolled copper.

1.19 SEISMIC RESTRAINTS:



- A. All electrical equipment, whether isolated or not, shall be bolted to structure to allow for minimum 0.5 "g" of acceleration and 1.0 "g" for life safety equipment and systems. Bolt points and diameter of inserts shall be submitted and verified as part of the Contractor's submission for each piece of equipment and certified by a Licensed Civil or Structural Engineer.
- B. All isolated electrical equipment and/or components shall be restrained by Type I or Type II devices as specified hereinafter.
- C. All seismic restraints shall be capable of safely accepting 0.5 "g" (1.0 "g" for life safety systems) external forces without failure and shall maintain equipment in a captive position. Seismic restraints shall not short circuit isolation systems or transmit objectionable vibration or noise, and shall be provided on all equipment as scheduled on drawings. Calculations by registered Civil or Structural Engineer shall be submitted to verify snubber capacities for each piece of equipment.
- D. Seismic restraints are not required for the following, provided they are not part of life safety systems:
1. Conduits suspended by individual hangers 12 in. or less in length from the top of the conduit to the supporting structure.
 2. Conduits less than 2-1/2 in. diameter.
 3. Pendulum lighting fixtures, except they shall be designed for a component seismic coefficient (C_c) of 1.5 and the vertical support shall be designed with a safety factor of 4.
- E. Floor concrete pads shall be provided with inserts at intervals not to exceed two feet apart to prevent movements
- F. Equipment must be bolted to pads or be secured to walls or pendant supports.
- G. Equipment mounted on springs does not require additional seismic restraints providing that the spring mountings:
1. Comply with general characteristics of spring isolators.
 2. Have vertical limit stops and are capable of supporting equipment at fixed elevation during equipment erection.
 3. Incorporate seismic snubbing restraint in all directions at specified acceleration loadings.
 4. Acceptable seismic spring mountings are:

<u>Mason</u>	<u>Industries</u>
Type SSLR	- M.I.I.
Type SAWR	- V.M.C.I.



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Type BXL - V.E.C.

H. Seismic Restraint Types:

1. Seismic Restraint Type I:
 - a. Each corner or side seismic restraint shall incorporate minimum 5/8 inch thick pad limit stops. Restraints shall be made of plate, structural members of square metal tubing in a welded assembly, incorporating resilient pads. Angle bumpers are not acceptable. System to be field bolted to deck with 1.5 "g" acceleration capacity.
 - b. Seismic spring mountings as described above are an acceptable alternative providing all seismic loading requirements are met.
 - c. Mason Industries Type Z-1011, Type Z-1225, or as approved.
2. Seismic Restraint Type II: Metal cable type with approved fastening devices to equipment and structure. System to be field bolted to deck or overhead structural members or deck with aircraft cable and clamps as per SMACNA guidelines.

PART 2 Products. (Not Used)

PART 3 Execution. (Not Used)

END OF THIS SECTION



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SECTION 26 04 10 -- BASIC ELECTRICAL REQUIREMENTS

PART 1 GENERAL

1.1 REFERENCES

- A. National Electrical Code with New York Amendments.

1.2 DESCRIPTION OF WORK

- A. Scope of Work: Provide all labor, materials, equipment and services necessary for complete safe installation in conformity with applicable codes and authorities having jurisdiction; including but not limited to the following:
1. Cutting and patching, except as noted in "AIA" Document A201 and "Supplementary Conditions for Mechanical and Electrical Work."
 2. Removal of existing or construction equipment and devices which are not being reused.
 3. Removal and rerouting of existing electrical services to accommodate new construction.
 4. Electrical service and distribution system including metering.
 5. Coordinate with utility company and service providers.
 6. Wiring devices, lighting fixtures, lighting controls accessories.
 7. Lighting and power panels.
 8. Raceways and wire.
 9. Emergency and exit lighting on all floors.
 10. Wiring of mechanical, plumbing and sprinkler equipment.
 11. Branch wiring for lighting, receptacles, and control wiring for all equipment furnished by others.
 12. Conduits system for Tel/Data, security, and low voltage systems.



13. Miscellaneous low voltage systems. Tel/Data, Cable, Security, and other low voltage systems.
 14. Intercommunication system.
 15. Fire alarm system/Sprinkler alarm and smoke detection system.
- B. Related work specified elsewhere.
1. Temporary light and power.
 2. Finished painting.
 3. Supplying and setting motors, starters, variable frequency drives, etc.
 4. Excavation and backfilling.

1.3 SUBMITTALS

- A. All equipment and materials furnished under this Contract shall be subject to the approval of the Commissioner.
- B. A list of manufacturer's catalogue or figure numbers for each such material as conduit, wire and cable, fittings, fuses, outlet boxes, wiring devices, etc., shall be submitted for approval prior to ordering or fabrication of these materials.
- C. In addition, 1 print of shop drawings, giving dimensions, wiring diagrams, capacities, photometric data and other such pertinent data, shall be submitted for approval of the following:
1. Main distribution switchboard, metering equipment and arrangement, electrical room layout.
 2. Lighting and power panelboards.
 3. Lighting fixtures.
 4. Wiring devices and device plates.
 5. Sprinkler alarm and smoke detection system/Fire alarm devices.
- D. Manufacturer's shop drawings will not be accepted for approval by the Engineer unless such shop drawings bear evidence of their having been fully checked for suitability by the Contractor.



1.4 COORDINATION

- A. Each individual Contractor shall be held responsible for coordination of the project. The interface of work, timing, and coordination shall be fully thought out before a work stage is implemented. The coordination between trades is of paramount importance.

1.5 GROUNDING

- A. Provide, as necessary to fulfill all electrical code authority requirements, all system grounding and all grounding and bonding of non-current carrying metal parts of electrical equipment.

1.6 TESTING

- A. Before an application for final acceptance of the work will be considered, all tests deemed necessary to show proper execution of the work shall have been performed and completed in the presence of code enforcing authorities exercising jurisdiction over construction work at the project. Scheduling of all testing procedures shall be arranged to suit the convenience of the code enforcing authorities.

1.7 ELECTRICAL WORK AT SITE

- A. The Contractor is required to furnish equipment consisting of a number of correlated electrical devices or appliances, mounted in a single enclosure, or on a common base, shall deliver this unit to the site of the work, complete with internal wiring and connections, terminal boxes and ample electrical leads, ready for connection and operation in the electrical system. 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 who furnished the unit, without cost to the City of New York.

1.8 COORDINATION OF ELECTRICAL WORK

- A. Contractor shall keep in close touch with the construction progress and obtain the necessary information for the accurate placement of his work in ample time before building construction operation blocks his work. Each Contractor is urged to consult freely, the Contract Drawings, as well as approved equipment shop drawings on file. This will aid in avoiding interference, omissions and errors in the electrical installation.

1.9 WORK INCLUDED IN OTHER SECTIONS



A. The following items related to the Mechanical and/or Plumbing work shall not be considered as being part of the electrical contract. These items will be furnished by others and wired by electrical contractor. Motor starters will be furnished to electrical contractor for installation and wiring.

1. Motors, motor starters, and motor actuating devices, shall be furnished under the mechanical contract and shall be wired by electrical contractor.

1.10 SUPPORTS

A. Supporting methods for all electrical equipment and circuitry shall conform to the best practice and utilize only approved materials, and shall be in accordance with the standard published by the United States National Electrical Contractors Association and applicable NYC Codes as referenced in 260405.

1.11 FASTENINGS

A. All fastenings to attach electrical work to the building structure shall be of an approved type. In general, the only acceptable fastening methods shall be as follows:

1. Wood screws on wood.
2. Bolts and expansion shields on concrete or brick.
3. Toggle bolts on hollow masonry.
4. Machine screws, approved clamps, or welded threaded studs on steel.

1.12 MOUNTING HEIGHTS

A. Heights of wall-mounted outlets and equipment shall be in accordance with the following list (dimensions are above finished floor to the center line, unless otherwise noted).

1. Receptacle outlet in field constructed wall or partition, unless specified below. (Receptacle shall be vertically mounted).....18 inches.
2. Combination ground fault receptacles in bathroom above countertop Splash back or sink rim.....0'-6" to Centerline



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3.	Receptacle outlet in mechanical spaces.....	4'-0"
4.	Lighting control/switch.....	4'-0"
5.	Individual motor starter.....	5'-0"
6.	Individual distribution system switch device (with or without over-current protection).....	5'-0"
7.	Light and power panelboard.....	6'-6" to centerline of highest overcurrent device.
8.	Telephone outlets	
	a. Walls except kitchen.....	18 inches
	b. Kitchens.....	48 inches
9.	Exit light.....	bottom 3" above top of back.
10.	Bracket lighting outlet.....	as directed by Engineer
11.	Fire alarm horn/strobe.....	80" AFF or 6" below ceiling whichever is lower.
12.	Fire alarm pull station.....	48" AFF

B. All dimensions indicated on architectural drawings take precedence over the above list and shall be adhered to. Obtain Commissioner's approval to confirm dimensions prior to rough in.

1.13 PAINTING

A. Regardless of any assignment between trades for painting, the responsibility for the following is properly performed at no extra cost, shall be part of the electrical work.



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1. All corroded, damaged or defaced surface, shop coats or finishes on items installed as part of the electrical work, regardless of by whom furnished, shall be properly cleaned and touched-up.
2. All channel or angle iron supporting racks shall be field painted with approved rust resistant paint.

PART 2 Products. (Not Used)

PART 3 Execution. (Not Used)

END OF SECTION



SECTION 26 04 15 – BASIC ELECTRICAL MATERIALS AND METHODS

PART 1 GENERAL

1.1 SUMMARY

- A. Section includes grounding electrodes and conductors; equipment grounding conductors; bonding methods and materials; conduit and equipment supports; anchors and fasteners; nameplates and labels; wire markers; raceway markers; underground warning tape; sealing and fireproofing of sleeves and openings between conduits, cable trays, wireways, troughs, cable bus, and bus duct.

1.2 REFERENCES

- A. NECA (National Electrical Contractors Association) - Standard of Installation.
- B. NETA ATS (International Electrical Testing Association) - Acceptance Testing Specifications for Electrical Power Distribution Equipment and Systems.
- C. National Electrical Code, New York City Amendments.

1.3 SYSTEM DESCRIPTION

- A. Identify electrical components as follows:
 1. Nameplate for each electrical distribution and control equipment enclosure.
 2. Label for identification of individual wall switches and receptacles, control device stations.
 3. Wire marker for each conductor at panelboard gutters; pull boxes, outlet and junction boxes, and each load connection.
 4. Raceway marker for each raceway longer than 10 feet.
 5. Underground warning tape along length of each underground raceway.

1.4 ENGINEERING REQUIREMENTS

- A. Select materials, sizes, and types of anchors, fasteners, and supports to carry loads of equipment and raceway, including weight of wire and cable in raceway.

PART 2 PRODUCTS

2.1 NAMEPLATES AND LABELS

- A. Nameplates: Engraved three-layer laminated plastic, black letters on white background.



- B. Letter Size:
 - 1. ¼" letters for identifying individual equipment and loads.
 - 2. ¼" letters for identifying grouped equipment and loads.
- C. Labels: Embossed adhesive tape, with 3/16 white letters on black background.

2.2 WIRE MARKERS

- A. Description: Tubing type wire markers.
- B. Legend:
 - 1. Power and Lighting Circuits: Branch circuit or feeder number.

2.3 CONDUIT MARKERS

- A. Description: Nameplate fastened with straps.
- B. Color:
 - 1. 208 Volt System: Black lettering on white background.
 - 2. Fire Alarm System: Red lettering on white background.
 - 3. Telecommunication, Audio Visual Security System; blue lettering on white background.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify final backfill and compaction has been completed before driving rod electrodes.
- B. Verify abandoned wiring and equipment serve only abandoned facilities.

3.2 INSTALLATION

- A. Identification Components:
 - 1. Degrease and clean surfaces to receive nameplates and labels.
 - 2. Install nameplate and label parallel to equipment lines.
 - 3. Secure nameplate to equipment front using screws.
 - 4. Secure nameplate to inside surface of door on recessed panelboard in finished locations.
 - 5. Conduit Marker Spacing: 20" on center.
 - 6. Identify underground conduits using one underground warning tape for each trench at 3 inches below finished grade.



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3.3 FIELD QUALITY CONTROL

- A. Inspect and test in accordance with NETA ATS, except Section 4.
- B. Grounding and Bonding: Perform inspections and tests listed in NETA ATS, Section 7.13.

END OF SECTION



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SECTION 26 05 03 - EQUIPMENT WIRING CONNECTIONS

PART 1 GENERAL

1.1 SUMMARY

- A. Section includes electrical connections to equipment.
- B. Related Sections:
 - 1. Section 26 05 19 - Low-Voltage Electrical Power Conductors and Cables.
 - 2. Section 26 05 33 - Raceway and Boxes for Electrical Systems.

1.2 REFERENCES

- A. National Electrical Manufacturers Association:
 - 1. NEMA WD 1 - General Requirements for Wiring Devices.
 - 2. NEMA WD 6 - Wiring Devices-Dimensional Requirements.

1.3 SUBMITTALS

- A. See DDC General Conditions
- B. Product Data: Submit wiring device manufacturer's catalog information showing dimensions, configurations, and construction.
- C. Manufacturer's installation instructions.

1.4 CLOSEOUT SUBMITTALS

- A. See DDC General Conditions
- B. Project Record Documents: Record actual locations, sizes, and configurations of equipment connections.

1.5 COORDINATION

- A. See DDC General Conditions
- B. Obtain and review shop drawings, product data, manufacturer's wiring diagrams, and manufacturer's instructions for equipment furnished under other sections.
- C. Determine connection locations and requirements.



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- D. Sequence rough-in of electrical connections to coordinate with installation of equipment.
- E. Sequence electrical connections to coordinate with start-up of equipment.

PART 2 PRODUCTS

2.1 CORD AND PLUGS

- A. Attachment Plug Construction: Conform to NEMA WD 1.
- B. Configuration: NEMA WD 6; match receptacle configuration at outlet furnished for equipment.
- C. Cord Construction: Type SO multiconductor flexible cord with identified equipment grounding conductor, suitable for use in damp locations.
- D. Size: Suitable for connected load of equipment, length of cord, and rating of branch circuit overcurrent protection.

PART 3 EXECUTION

3.1 EXAMINATION

- A. See DDC General Conditions
- B. Verify equipment is ready for electrical connection, for wiring, and to be energized.

3.2 EXISTING WORK

- A. Remove exposed abandoned equipment wiring connections, including abandoned connections above accessible ceiling finishes.
- B. Disconnect abandoned utilization equipment and remove wiring connections. Remove abandoned components when connected raceway is abandoned and removed. Install blank cover for abandoned boxes and enclosures not removed.
- C. Extend existing equipment connections using materials and methods compatible with existing electrical installations, or as specified.



3.3 INSTALLATION

- A. Make electrical connections.
- B. Make conduit connections to equipment using flexible conduit. Use liquidtight flexible conduit with watertight connectors in damp or wet locations.
- C. Connect heat producing equipment using wire and cable with insulation suitable for temperatures encountered.
- D. Install receptacle outlet to accommodate connection with attachment plug.
- E. Install cord and cap for field-supplied attachment plug.
- F. Install suitable strain-relief clamps and fittings for cord connections at outlet boxes and equipment connection boxes.
- G. Install disconnect switches, controllers, control stations, and control devices to complete equipment wiring requirements.
- H. Install terminal block jumpers to complete equipment wiring requirements.
- I. Install interconnecting conduit and wiring between devices and equipment to complete equipment wiring requirements.
- J. Coolers and Freezers: Cut and seal conduit openings in freezer and cooler walls, floor, and ceilings.

3.4 ADJUSTING

- A. See DDC General Conditions
- B. Cooperate with utilization equipment installers and field service personnel during checkout and starting of equipment to allow testing and balancing and other startup operations. Provide personnel to operate electrical system and checkout wiring connection components and configurations.

END OF SECTION



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SECTION 26 05 19 - LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES

PART 1 GENERAL

1.1 SUMMARY

- A. Section includes building wire and cable; armored cable; metal clad cable; and wiring connectors and connections.
- B. Related Sections:
 - 1. Section 26 05 53 - Identification for Electrical Systems: Product requirements for wire identification.

1.2 REFERENCES

- A. International Electrical Testing Association:
 - 1. NETA ATS - Acceptance Testing Specifications for Electrical Power Distribution Equipment and Systems.
- B. National Fire Protection Association:
 - 1. NFPA 70 - National Electrical Code.
 - 2. NFPA 262 - Standard Method of Test for Flame Travel and Smoke of Wires and Cables for Use in Air-Handling Spaces.
- C. Underwriters Laboratories, Inc.:
 - 1. UL 1277 - Standard for Safety for Electrical Power and Control Tray Cables with Optional Optical-Fiber Members.

1.3 SYSTEM DESCRIPTION

- A. Product Requirements: Provide products as follows:
 - 1. Solid conductor for feeders and branch circuits 10 AWG and smaller.
 - 2. Stranded conductors for control circuits.
 - 3. Conductor not smaller than 12 AWG for power and lighting circuits.
 - 4. Conductor not smaller than 14 AWG for control circuits.
 - 5. Increase wire size in branch circuits to limit voltage drop to a maximum of 3 percent.
- B. Wiring Methods: Provide the following wiring methods:
 - 1. Concealed Dry Interior Locations: Use only building wire, Type THHN/THWN insulation, in raceway, armored cable or metal clad cable.
 - 2. Exposed Dry Interior Locations: Use only building wire, Type THHN/THWN insulation, in raceway.



3. Above Accessible Ceilings: Use only building wire, Type THHN/THWN insulation, in raceway, armored cable or metal clad cable.
4. Wet or Damp Interior Locations: Use only building wire, Type THHN/THWN insulation, in raceway
5. Exterior Locations: Use only building wire, Type THHN/THWN insulation, in raceway
6. Underground Locations: Use only building wire, Type THHN/THWN insulation, in raceway.

1.4 DESIGN REQUIREMENTS

- A. Conductor sizes are based on copper.

1.5 SUBMITTALS

- A. See DDC General Conditions
- B. Product Data: Submit for building wire and each cable assembly type.
- C. Test Reports: Indicate procedures and values obtained.

1.6 CLOSEOUT SUBMITTALS

- A. See DDC General Conditions
- B. Project Record Documents: Record actual locations of components and circuits.

1.7 QUALITY ASSURANCE

- A. Provide wiring materials located in plenums with peak optical density not greater than 0.5, average optical density not greater than 0.15, and flame spread not greater than 5 feet (1.5 m) when tested in accordance with NFPA 262.

1.8 FIELD MEASUREMENTS

- A. Verify field measurements are as indicated on Drawings.

1.9 COORDINATION

- A. See DDC General Conditions
- B. Where wire and cable destination is indicated and routing is not shown, determine routing and lengths required.
- C. Wire and cable routing indicated is approximate unless dimensioned.



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PART 2 PRODUCTS

2.1 BUILDING WIRE

- A. Manufacturers:
 - 1. American Insulated Wire Corp.
 - 2. General Cable Co.
 - 3. Republic Wire.
 - 4. Rome Cable.
 - 5. Southwire.
 - 6. Approved Equal
- B. Product Description: Single conductor insulated wire.
- C. Conductor: Copper.
- D. Insulation Voltage Rating: 600 volts.
- E. Insulation Temperature Rating: 75 degrees C.
- F. Insulation Material: Thermoplastic

2.2 ARMORED CABLE

- A. Manufacturers:
 - 1. Diamond Wire & Cable Co.
 - 2. Essex Group Inc.
 - 3. General Cable Co.
 - 4. Approved Equal
- B. Conductor: Copper.
- C. Insulation Voltage Rating: 600 volts.
- D. Insulation Temperature Rating: 75 degrees C.
- E. Insulation Material: Thermoplastic.
- F. Armor Material: Steel.
- G. Armor Design: Interlocked metal tape.

2.3 METAL CLAD CABLE

- A. Manufacturers:
 - 1. Diamond Wire & Cable Co.



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2. Essex Group Inc.
 3. General Cable Co.
 4. Approved Equal.
- B. Conductor: Copper.
- C. Insulation Voltage Rating: 600 volts.
- D. Insulation Temperature Rating: 75 degrees C.
- E. Insulation Material: Thermoplastic.
- F. Armor Material: Steel.
- G. Armor Design: Interlocked metal tape.
- H. Jacket: None.

2.4 WIRING CONNECTORS

- A. Split Bolt Connectors:
1. Thomas and Belts.
 2. Burndy
 3. Blackburn
 4. Approved Equal
- B. Solderless Pressure Connectors:
1. Thomas and Belts.
 2. Amphenol
 3. Burndy
 4. Approved Equal
- C. Spring Wire Connectors:
1. Thomas and Belts.
 2. Burndy
 3. 3M
 4. Approved Equal
- D. Compression Connectors:
1. Thomas and Belts.
 2. Burndy
 3. 3M
 4. Approved Equal



2.5 TERMINATIONS

- A. Terminal Lugs for Wires 6 AWG and Smaller: Solderless, compression type copper.
- B. Lugs for Wires 4 AWG and Larger: Color keyed, compression type copper, with insulating sealing collars.

PART 3 EXECUTION

3.1 EXAMINATION

- A. See DDC General Conditions
- B. Verify interior of building has been protected from weather.
- C. Verify mechanical work likely to damage wire and cable has been completed.
- D. Verify raceway installation is complete and supported.

3.2 PREPARATION

- A. Completely and thoroughly swab raceway before installing wire.

3.3 EXISTING WORK

- A. Remove exposed abandoned wire and cable, including abandoned wire and cable above accessible ceiling finishes. Patch surfaces where removed cables pass through building finishes.
- B. Disconnect abandoned circuits and remove circuit wire and cable. Remove abandoned boxes when wire and cable servicing boxes is abandoned and removed. Install blank cover for abandoned boxes not removed.
- C. Provide access to existing wiring connections remaining active and requiring access. Modify installation or install access panel.
- D. Extend existing circuits using materials and methods compatible with existing electrical installations, or as specified.
- E. Clean and repair existing wire and cable remaining or wire and cable to be reinstalled.



3.4 INSTALLATION

- A. Route wire and cable to meet Project conditions.
- B. Neatly train and lace wiring inside boxes, equipment, and panelboards.
- C. Identify wire and cable under provisions of Section 26 05 53. Identify each conductor with its circuit number or other designation indicated.
- D. Special Techniques--Building Wire in Raceway:
 - 1. Pull conductors into raceway at same time.
 - 2. Install building wire 4 AWG and larger with pulling equipment.
- E. Special Techniques - Cable:
 - 1. Protect exposed cable from damage.
 - 2. Support cables above accessible ceiling, using spring metal clips or metal cable ties to support cables from structure or ceiling suspension system. Do not rest cable on ceiling panels.
 - 3. Use suitable cable fittings and connectors.
- F. Special Techniques - Wiring Connections:
 - 1. Clean conductor surfaces before installing lugs and connectors.
 - 2. Make splices, taps, and terminations to carry full ampacity of conductors with no perceptible temperature rise.
 - 3. Tape uninsulated conductors and connectors with electrical tape to 150 percent of insulation rating of conductor.
 - 4. Install split bolt connectors for copper conductor splices and taps, 6 AWG and larger.
 - 5. Install solderless pressure connectors with insulating covers for copper conductor splices and taps, 8 AWG and smaller.
 - 6. Install insulated spring wire connectors with plastic caps for copper conductor splices and taps, 10 AWG and smaller.
- G. Install stranded conductors for branch circuits 10 AWG and smaller. Install crimp on fork terminals for device terminations. Do not place bare stranded conductors directly under screws.
- H. Install terminal lugs on ends of 600 volt wires unless lugs are furnished on connected device, such as circuit breakers.
- I. Size lugs in accordance with manufacturer's recommendations terminating wire sizes. Install 2-hole type lugs to connect wires 4 AWG and larger to copper bus bars.

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- J. For terminal lugs fastened together such as on motors, and other apparatus, or when space between studs is small enough that lugs can turn and touch each other, insulate for dielectric strength of 2-1/2 times normal potential of circuit.

3.5 WIRE COLOR

- A. General:
1. For wire sizes 10 AWG and smaller, install wire colors in accordance with the following:
 - a. Black, red, and blue for circuits at 120/208 volts single or three phase.
 2. For wire sizes 8 AWG and larger, identify wire with colored tape at terminals, splices and boxes. Colors are as follows:
 - a. Black, red, and blue for circuits at 120/208 volts single or three phase.
- B. Neutral Conductors: White. When two or more neutrals are located in one conduit, individually identify each with proper circuit number.
- C. Branch Circuit Conductors: Install three or four wire home runs with each phase uniquely color coded.
- D. Feeder Circuit Conductors: Uniquely color code each phase.
- E. Ground Conductors:
1. For 6 AWG and smaller: Green.
 2. For 4 AWG and larger: Identify with green tape at both ends and visible points including junction boxes.

3.6 FIELD QUALITY CONTROL

- A. See DDC General Conditions
- B. Inspect and test in accordance with NETA ATS, except Section 4.
- C. Perform inspections and tests listed in NETA ATS, Section 7.3.1.

END OF SECTION



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SECTION 26 05 26 - GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Wire.
 - 2. Mechanical connectors.

1.2 REFERENCES

- A. Institute of Electrical and Electronics Engineers:
 - 1. IEEE 142 - Recommended Practice for Grounding of Industrial and Commercial Power Systems.
 - 2. IEEE 1100 - Recommended Practice for Powering and Grounding Electronic Equipment.
- B. International Electrical Testing Association:
 - 1. NETA ATS - Acceptance Testing Specifications for Electrical Power Distribution Equipment and Systems.
- C. National Fire Protection Association:
 - 1. NFPA 70 - National Electrical Code.

1.3 CLOSEOUT SUBMITTALS

- A. See DDC General Conditions

PART 2 PRODUCTS

2.1 WIRE

- A. Material: Stranded copper.
- B. Bonding Conductor: Copper conductor insulated.

2.2 MECHANICAL CONNECTORS

- A. Manufacturers:
 - 1. Erico, Inc.
 - 2. ILSCO Corporation.
 - 3. O-Z Gedney Co.



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4. Thomas & Betts, Electrical.
 5. Approved Equal
- B. Description: Bronze connectors, suitable for grounding and bonding applications, in configurations required for particular installation.

PART 3 EXECUTION

3.1 PREPARATION

- A. Remove paint, rust, surface contaminants at connection points

3.2 EXISTING WORK

- A. Modify existing grounding system to maintain continuity to accommodate renovations.
- B. Extend existing grounding system using materials and methods compatible with existing electrical installations, or as specified.

3.3 INSTALLATION

- A. Install in accordance with IEEE 142.
- B. Bond together each metallic raceway, pipe, duct and other metal object entering.
- C. Equipment Grounding Conductor: Install separate, insulated conductor within each feeder and branch circuit raceway. Terminate each end on suitable lug, bus, or bushing.
- D. Permanently ground entire light and power system in accordance with NEC, including service equipment, distribution panels, lighting panelboards, switch and starter enclosures, motor frames, grounding type receptacles, and other exposed non-current carrying metal parts of electrical equipment.
- E. Install branch circuits feeding isolated ground receptacles with separate insulated grounding conductor, connected only at isolated ground receptacle, ground terminals, and at ground bus of serving panel.
- F. Accomplish grounding of electrical system by using insulated grounding conductor installed with feeders and branch circuit conductors in conduits. Size grounding conductors in accordance with NEC. Install from grounding bus of serving panel to ground bus of served panel, grounding screw of receptacles, lighting fixture housing, light switch outlet boxes or metal enclosures of service



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equipment. Ground conduits by means of grounding bushings on terminations at panelboards with installed number 12 conductor to grounding bus.

- G. Grounding electrical system using continuous metal raceway system enclosing circuit conductors in accordance with NEC.
- H. Permanently attach equipment and grounding conductors prior to energizing equipment.

3.4 FIELD QUALITY CONTROL

- A. See DDC General Conditions
- B. Inspect and test in accordance with NETA ATS, except Section 4.
- C. Grounding and Bonding: Perform inspections and tests listed in NETA ATS, Section 7.13.
- D. Perform continuity testing in accordance with IEEE 142.
- E. When improper grounding is found on receptacles, check receptacles in entire project and correct. Perform retest.

END OF SECTION



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SECTION 26 05 29 - HANGERS AND SUPPORTS FOR ELECTRICAL/COMMUNICATION SYSTEMS

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Conduit supports.
 - 2. Formed steel channel.
 - 3. Spring steel clips.
 - 4. Sleeves.
 - 5. Mechanical sleeve seals.
 - 6. Firestopping relating to electrical work.
 - 7. Firestopping accessories.
 - 8. Equipment bases and supports.
- B. Related Sections:
 - 1. Section 03 30 00 - Cast-In-Place Concrete: Product requirements for concrete for placement by this section.

1.2 REFERENCES

- A. National Fire Protection Association:
 - 1. NFPA 70 - National Electrical Code.
- B. Underwriters Laboratories Inc.:
 - 1. UL 263 - Fire Tests of Building Construction and Materials.
 - 2. UL 723 - Tests for Surface Burning Characteristics of Building Materials.
 - 3. UL 1479 - Fire Tests of Through-Penetration Firestops.
 - 4. UL 2079 - Tests for Fire Resistance of Building Joint Systems.
 - 5. UL - Fire Resistance Directory.

1.3 DEFINITIONS

- A. Firestopping (Through-Penetration Protection System): Sealing or stuffing material or assembly placed in spaces between and penetrations through building materials to arrest movement of fire, smoke, heat, and hot gases through fire rated construction.

1.4 SYSTEM DESCRIPTION

- A. Firestopping Materials: UL 263, UL 1479 to achieve fire ratings as noted on Drawings for adjacent construction, but not less than 1 hour fire rating.



1. Ratings may be 3-hours for firestopping in through-penetrations of 4-hour fire rated assemblies unless otherwise required by applicable codes.
- B. Surface Burning: UL 723 with maximum flame spread / smoke developed rating of 25/450.
- C. Firestop interruptions to fire rated assemblies, materials, and components.

1.5 PERFORMANCE REQUIREMENTS

- A. Firestopping:
 1. Conform to applicable code for fire resistance ratings and surface burning characteristics.
 2. Firestopping: Provide certificate of compliance from authority having jurisdiction indicating approval of materials used.

1.6 SUBMITTALS

- A. See DDC General Conditions
- B. Shop Drawings: Indicate system layout with location and detail of trapeze hangers.
- C. Product Data:
 1. Hangers and Supports: Submit manufacturers catalog data including load capacity.
 2. Firestopping: Submit data on product characteristics, performance and limitation criteria.
- D. Firestopping Schedule: Submit schedule of opening locations and sizes, penetrating items, and required listed design numbers to seal openings to maintain fire resistance rating of adjacent assembly.
- E. Engineering Data: Indicate load carrying capacity of hangers and supports.
- F. Manufacturer's Installation Instructions:
 1. Hangers and Supports: Submit special procedures and assembly of components.
 2. Firestopping: Submit preparation and installation instructions.
- G. Manufacturer's Certificate: Certify products meet or exceed specified requirements.



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- H. Engineering Judgements: For conditions not covered by UL listed designs, submit judgements by licensed professional engineer suitable for presentation to authority having jurisdiction for acceptance as meeting code fire protection requirements.

1.7 QUALITY ASSURANCE

- A. Through Penetration Firestopping of Fire Rated Assemblies: UL 1479 with 0.10 inch water gage minimum positive pressure differential to achieve fire F-Ratings and temperature T-Ratings as indicated on Drawings, but not less than 1-hour.
 - 1. Wall Penetrations: Fire F-Ratings as indicated on Drawings, but not less than 1-hour.
 - 2. Floor and Roof Penetrations: Fire F-Ratings and temperature T-Ratings as indicated on Drawings, but not less than 1-hour.
 - a. Floor Penetrations Within Wall Cavities: T-Rating is not required.
- B. Through Penetration Firestopping of Non-Fire Rated Floor and Roof Assemblies: Materials to resist free passage of flame and products of combustion.
 - 1. Noncombustible Penetrating Items: Noncombustible materials for penetrating items connecting maximum of three stories.
 - 2. Penetrating Items: Materials approved by authorities having jurisdiction for penetrating items connecting maximum of two stories.
- C. Fire Resistant Joints in Fire Rated Floor, Roof, and Wall Assemblies: UL 2079 to achieve fire resistant rating as indicated on Drawings for assembly in which joint is installed.
- D. Surface Burning Characteristics: 25/450 flame spread/smoke developed index when tested in accordance with ASTM E84.

1.8 DELIVERY, STORAGE, AND HANDLING

- A. See DDC General Conditions
- B. Accept materials on site in original factory packaging, labeled with manufacturer's identification.
- C. Protect from weather and construction traffic, dirt, water, chemical, and mechanical damage, by storing in original packaging.

1.9 ENVIRONMENTAL REQUIREMENTS

- A. See DDC General Conditions



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- B. Do not apply firestopping materials when temperature of substrate material and ambient air is below 60 degrees F.
- C. Maintain this minimum temperature before, during, and for minimum 3 days after installation of firestopping materials.

PART 2 PRODUCTS

2.1 CONDUIT SUPPORTS

- A. Manufacturers:
 - 1. Allied Tube & Conduit Corp.
 - 2. O-Z Gedney Co.
 - 3. Cooper B-Line Industries
 - 4. Approved Equal.
- B. Hanger Rods: Threaded high tensile strength galvanized carbon steel with free running threads.
- C. Beam Clamps: Malleable Iron, with tapered hole in base and back to accept either bolt or hanger rod. Set screw: hardened steel.
- D. Conduit clamps for trapeze hangers: Galvanized steel, notched to fit trapeze with single bolt to tighten.
- E. Conduit clamps - general purpose: One hole malleable iron for surface mounted conduits.
- F. Cable Ties: High strength nylon temperature rated to 185 degrees F (85 degrees C). Self locking.

2.2 FORMED STEEL CHANNEL

- A. Manufacturers:
 - 1. Allied Tube & Conduit Corp.
 - 2. B-Line Systems
 - 3. Midland Ross Corporation, Electrical Products Division
 - 4. Unistrut Corp.
 - 5. Approved Equal.
- B. Product Description: Galvanized 12 gage (2.8 mm) thick steel. With holes 1-1/2 inches (38 mm) on center.



2.3 SPRING STEEL CLIPS

- A. Manufacturers:
 - 1. Thomas & Betts
 - 2. Marine CO electric
 - 3. Midland Ross Corp.
 - 4. Approved Equal
- B. Product Description: Mounting hole and screw closure.

2.4 SLEEVES

- A. Sleeves for Through Non-fire Rated Floors: 18 gage thick galvanized steel.
- B. Sleeves for Through Non-fire Rated Beams, Walls, Footings, and Potentially Wet Floors: Steel pipe or 18 gage thick galvanized steel.
- C. Sleeves for power and communication raceways, Through Fire Rated and Fire Resistive Floors and Walls, and Fire Proofing: Prefabricated fire rated sleeves including seals, UL listed.
- D. Fire-stopping Insulation: Glass fiber type, non-combustible.

2.5 MECHANICAL SLEEVE SEALS

- A. Manufacturers:
 - 1. Thunderline Link-Seal, Inc.
 - 2. Pikotek Link Seals
 - 3. Cortex Link Seals
 - 4. Approved equal

2.6 FIRESTOPPING

- A. Manufacturers:
 - 1. Dow Corning Corp.
 - 2. Hilti Corp.
 - 3. 3M fire Protection Products
 - 4. Approved equal.
- B. Product Description: Different types of products by multiple manufacturers are acceptable as required to meet specified system description and performance requirements; provide only one type for each similar application.
 - 1. Silicone Elastomeric Firestopping: Single component silicone elastomeric compound and compatible silicone sealant.
 - 2. Foam Firestopping Compounds: Single component foam compound.



3. Formulated Firestopping Compound of Incombustible Fibers: Formulated compound mixed with incombustible non-asbestos fibers.
4. Fiber Stuffing and Sealant Firestopping: Composite of mineral fiber stuffing insulation with silicone elastomer for smoke stopping.
5. Mechanical Firestopping Device with Fillers: Mechanical device with incombustible fillers and silicone elastomer, covered with sheet stainless steel jacket, joined with collars, penetration sealed with flanged stops.
6. Intumescent Firestopping: Intumescent putty compound which expands on exposure to surface heat gain.
7. Firestop Pillows: Formed mineral fiber pillows.

C. Color: Dark gray.

2.7 FIRESTOPPING ACCESSORIES

- A. Primer: Type recommended by firestopping manufacturer for specific substrate surfaces and suitable for required fire ratings.
- B. Dam Material: Permanent:
 1. Mineral fiberboard.
 2. Mineral fiber matting.
 3. Sheet metal.
 4. Plywood or particle board.
 5. Alumina silicate fire board.
- C. Installation Accessories: Provide clips, collars, fasteners, temporary stops or dams, and other devices required to position and retain materials in place.
- D. General:
 1. Furnish UL listed products.
 2. Select products with rating not less than rating of wall or floor being penetrated.
- E. Non-Rated Surfaces:
 1. Stamped steel, chrome plated, hinged, split ring escutcheons or floor plates or ceiling plates for covering openings in occupied areas where conduit is exposed.
 2. For exterior wall openings below grade, furnish modular mechanical type seal consisting of interlocking synthetic rubber links shaped to continuously fill annular space between conduit and cored opening or water-stop type wall sleeve.



PART 3 EXECUTION

3.1 EXAMINATION

- A. See DDC General Conditions
- B. Verify openings are ready to receive sleeves.
- C. Verify openings are ready to receive firestopping.

3.2 PREPARATION

- A. Clean substrate surfaces of dirt, dust, grease, oil, loose material, or other matter affecting bond of firestopping material.
- B. Remove incompatible materials affecting bond.
- C. Install backing materials to arrest liquid material leakage.
- D. Do not drill or cut structural members.

3.3 INSTALLATION - HANGERS AND SUPPORTS

- A. Anchors and Fasteners:
 - 1. Concrete Structural Elements: Provide precast inserts, expansion anchors, powder actuated anchors and preset inserts.
 - 2. Steel Structural Elements: Provide beam clamps, spring steel clips, steel ramset fasteners, and welded fasteners.
 - 3. Concrete Surfaces: Provide self-drilling anchors and expansion anchors.
 - 4. Hollow Masonry, Plaster, and Gypsum Board Partitions: Provide toggle bolts and hollow wall fasteners.
 - 5. Solid Masonry Walls: Provide expansion anchors and preset inserts.
 - 6. Sheet Metal: Provide sheet metal screws.
 - 7. Wood Elements: Provide wood screws.
- B. Inserts:
 - 1. Install inserts for placement in concrete forms.
 - 2. Install inserts for suspending hangers from reinforced concrete slabs and sides of reinforced concrete beams.
 - 3. Provide hooked rod to concrete reinforcement section for inserts carrying pipe over 4 inches (100 mm).
 - 4. Where concrete slabs form finished ceiling, locate inserts flush with slab surface.



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5. Where inserts are omitted, drill through concrete slab from below and provide through-bolt with recessed square steel plate and nut flush with top of slab.
- C. Install conduit and raceway support and spacing in accordance with NEC.
- D. Do not fasten supports to pipes, ducts, mechanical equipment, or conduit.
- E. Install multiple conduit runs on common hangers.
- F. Supports:
 1. Fabricate supports from structural steel or formed steel channel. Install hexagon head bolts to present neat appearance with adequate strength and rigidity. Install spring lock washers under nuts.
 2. Install surface mounted cabinets and panelboards with minimum of four anchors.
 3. In wet and damp locations install steel channel supports to stand cabinets and panelboards 1 inch (25 mm) off wall.
 4. Support vertical conduit at every other floor.

3.4 INSTALLATION - FIRESTOPPING

- A. Install material at fire rated construction perimeters and openings containing penetrating sleeves, piping, ductwork, conduit and other items, requiring firestopping.
- B. Apply primer where recommended by manufacturer for type of firestopping material and substrate involved, and as required for compliance with required fire ratings.
- C. Apply firestopping material in sufficient thickness to achieve required fire and smoke rating, to uniform density and texture.
- D. Place foamed material in layers to ensure homogenous density, filling cavities and spaces. Place sealant to completely seal junctions with adjacent dissimilar materials.
- E. Remove dam material after firestopping material has cured. Dam material to remain.
- F. Fire Rated Surface:
 1. Seal opening at floor, wall, partition, ceiling, and roof as follows:
 - a. Install sleeve through opening and extending beyond minimum of 1 inch (25 mm) on both sides of building element.



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- b. Size sleeve allowing minimum of 1 inch (25 mm) void between sleeve and building element.
 - c. Pack void with backing material.
 - d. Seal ends of sleeve with UL listed fire resistive silicone compound to meet fire rating of structure penetrated.
 2. Where conduit, and wireway, penetrates fire rated surface, install firestopping product in accordance with manufacturer's instructions.
- G. Non-Rated Surfaces:
 1. Seal opening through non-fire rated wall, partition floor and ceiling as follows:
 - a. Install sleeve through opening and extending beyond minimum of 1 inch (25 mm) on both sides of building element.
 - b. Size sleeve allowing minimum of 1 inch (25 mm) void between sleeve and building element.
 - c. Install type of firestopping material recommended by manufacturer.
 2. Install escutcheons floor plates or ceiling plates where conduit, penetrates non-fire rated surfaces in occupied spaces. Occupied spaces include rooms with finished ceilings and where penetration occurs below finished ceiling.
 3. Exterior wall openings below grade: Assemble rubber links of mechanical seal to size of conduit and tighten in place, in accordance with manufacturer's instructions.
 4. Interior partitions: Seal pipe penetrations at rooms. Apply sealant to both sides of penetration to completely fill annular space between sleeve and conduit.

3.5 INSTALLATION - SLEEVES

- A. Exterior watertight entries: Seal with adjustable interlocking rubber links.
- B. Conduit penetrations not required to be watertight: Sleeve and fill with silicon foam.
- C. Set sleeves in position in forms. Provide reinforcing around sleeves.
- D. Size sleeves large enough to allow for movement due to expansion and contraction. Provide for continuous insulation wrapping.
- E. Extend sleeves through floors 1inch above finished floor level. Caulk sleeves.
- F. Where conduit or raceway penetrates floor, ceiling, or wall, close off space between conduit or raceway and adjacent work with fire stopping insulation and caulk airtight. Provide close fitting metal collar or escutcheon covers at both sides of penetration.



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- G. Install chrome plated steel or stainless steel escutcheons at finished surfaces.

3.6 FIELD QUALITY CONTROL

- A. See DDC General Conditions
- B. Inspect installed firestopping for compliance with specifications and submitted schedule.

3.7 CLEANING

- A. See DDC General Conditions
- B. Clean adjacent surfaces of firestopping materials.

3.8 PROTECTION OF FINISHED WORK

- A. See DDC General Conditions
- B. Protect adjacent surfaces from damage by material installation.

END OF SECTION



SECTION 26 05 33 - RACEWAY AND BOXES FOR ELECTRICAL SYSTEMS

PART 1 GENERAL

1.1 SUMMARY

- A. Section includes conduit and tubing, surface raceways, wireways, outlet boxes, pull and junction boxes, and handholes.
- B. Related Sections:
 - 1. Section 26 05 03 - Equipment Wiring Connections.
 - 2. Section 26 05 26 - Grounding and Bonding for Electrical Systems.
 - 3. Section 26 05 29 - Hangers and Supports for Electrical Systems.
 - 4. Section 26 05 34 - Floor Boxes for Electrical Systems.
 - 5. Section 26 05 53 - Identification for Electrical Systems.
 - 6. Section 26 27 16 - Electrical Cabinets and Enclosures.
 - 7. Section 26 27 26 - Wiring Devices.

1.2 REFERENCES

- A. American National Standards Institute:
 - 1. ANSI C80.1 - Rigid Steel Conduit, Zinc Coated.
 - 2. ANSI C80.3 - Specification for Electrical Metallic Tubing, Zinc Coated.
- B. National Electrical Manufacturers Association:
 - 1. NEMA 250 - Enclosures for Electrical Equipment (1000 Volts Maximum).
 - 2. NEMA FB 1 - Fittings, Cast Metal Boxes, and Conduit Bodies for Conduit and Cable Assemblies.
 - 3. NEMA OS 1 - Sheet Steel Outlet Boxes, Device Boxes, Covers, and Box Supports.

1.3 SYSTEM DESCRIPTION

- A. Raceway and boxes located as indicated on Drawings, and at other locations required for splices, taps, wire pulling, equipment connections, and compliance with regulatory requirements. Raceway and boxes are shown in approximate locations unless dimensioned. Provide raceway to complete wiring system.
- B. In or Under Slab on Grade: Provide rigid steel conduit or intermediate metal conduit. Provide cast or nonmetallic metal boxes.
- C. Outdoor Locations, Above Grade: Provide rigid steel conduit and intermediate metal conduit. Provide cast metal, pull, and junction boxes.



- D. In Slab Above Grade: Provide rigid steel conduit, intermediate metal conduit and electrical metallic tubing. Provide cast sheet metal boxes.
- E. Wet and Damp Locations: Provide rigid steel, intermediate metal conduit and electrical metallic tubing. Provide cast metal, junction, and pull boxes. Provide flush mounting outlet box in finished areas.
- F. Concealed Dry Locations: Provide rigid steel conduit, intermediate metal conduit and electrical metallic tubing. Provide sheet-metal boxes. Provide flush mounting outlet box in finished areas. Provide hinged enclosure for large pull boxes.
- G. Exposed Dry Locations: Provide rigid steel conduit, intermediate metal conduit and electrical metallic. Provide sheet-metal boxes. Provide flush mounting outlet box in finished areas. Provide hinged enclosure for large pull boxes.

1.4 ENGINEERING REQUIREMENTS

- A. Minimum Raceway Size: 3/4 inch unless otherwise specified.

1.5 SUBMITTALS

- A. See DDC General Conditions
- B. Product Data: Submit for the following:
 - 1. Flexible metal conduit.
 - 2. Liquidtight flexible metal conduit.
 - 3. Raceway fittings.
 - 4. Conduit bodies.
 - 5. Surface raceway.
 - 6. Wireway.
 - 7. Pull and junction boxes.

1.6 CLOSEOUT SUBMITTALS

- A. See DDC General Conditions

1.7 DELIVERY, STORAGE, AND HANDLING

- A. See DDC General Conditions
- B. Protect conduit from corrosion and entrance of debris by storing above grade. Provide appropriate covering.



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1.8 COORDINATION

- A. See DDC General Conditions
- B. Coordinate installation of outlet boxes for equipment connected under Section 26 05 03.
- C. Coordinate mounting heights, orientation and locations of outlets mounted above counters, benches, and backsplashes.

PART 2 PRODUCTS

2.1 METAL CONDUIT

- A. Manufacturers:
 - 1. Carlon Electrical Products
 - 2. Thomas & Betts Corp.
 - 3. Walker Systems Inc.
 - 4. Approved Equal.
- B. Rigid Steel Conduit: ANSI C80.1.
- C. Intermediate Metal Conduit (IMC): Rigid steel.
- D. Fittings and Conduit Bodies: NEMA FB 1; material to match conduit all steel fittings.

2.2 FLEXIBLE METAL CONDUIT

- A. Manufacturers:
 - 1. Carlon Electrical Products
 - 2. Thomas & Betts Corp.
 - 3. Walker Systems Inc.
 - 4. Approved Equal.
- B. Product Description: Interlocked steel construction.
- C. Fittings: NEMA FB 1.

2.3 LIQUIDTIGHT FLEXIBLE METAL CONDUIT

- A. Manufacturers:
 - 1. Carlon Electrical Products
 - 2. Thomas & Betts Corp.



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3. Walker Systems Inc.
4. Approved Equal.

B. Product Description: Interlocked steel construction with PVC jacket.

C. Fittings: NEMA FB 1.

2.4 ELECTRICAL METALLIC TUBING (EMT)

A. Manufacturers:

1. Carlon Electrical Products
2. Thomas & Betts Corp.
3. Walker Systems Inc.
4. Approved Equal.

B. Product Description: ANSI C80.3; galvanized tubing.

C. Fittings and Conduit Bodies: NEMA FB 1; steel or malleable iron, set screw type.

2.5 SURFACE METAL RACEWAY

A. Manufacturers:

1. Carlon Electrical Products
2. Hubbell Wiring Devices
3. Thomas & Betts Corp.
4. Walker Systems Inc.
5. The Wiremold Co.
6. Approved Equal.

B. Product Description: Sheet metal channel with fitted cover, suitable for use as surface metal raceway.

C. Size: As indicated

D. Finish: Gray or as directed by Commissioner.

E. Fittings, Boxes, and Extension Rings: Furnish manufacturer's standard accessories; match finish on raceway.

2.6 WIREWAY

A. Manufacturers:

1. Carlon Electrical Products
2. Hubbell Wiring Devices
3. Thomas & Betts Corp.



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4. Walker Systems Inc.
5. The Wiremold Co.
6. Approved Equal.

- B. Product Description: General purpose type wireway.
- C. Knockouts: None
- D. Size: length as indicated on Drawings.
- E. Cover: Screw cover
- F. Connector: Slip-in
- G. Fittings: Lay-in type with removable top, bottom, and side; captive screws.
- H. Finish: Rust inhibiting primer coating with gray enamel finish.

2.7 OUTLET BOXES

- A. Manufacturers:
 1. Carlon Electrical Products
 2. Thomas & Betts Corp.
 3. Approved Equal.
- B. Sheet Metal Outlet Boxes: NEMA OS 1, galvanized steel.
 1. Luminaire and Equipment Supporting Boxes: Rated for weight of equipment supported; furnish 1/2 inch (13 mm) male fixture studs where required.
 2. Concrete Ceiling Boxes: Concrete type.
- C. Cast Boxes: NEMA FB 1, Type FD, aluminum cast ferrous alloy. Furnish gasketed cover by box manufacturer. Furnish threaded hubs.
- D. Wall Plates for Finished Areas: As specified in Section 26 27 26.
- E. Wall Plates for Unfinished Areas: Furnish gasketed cover.

2.8 PULL AND JUNCTION BOXES

- A. Manufacturers:
 1. Carlon Electrical Products
 2. Thomas & Betts Corp.
 3. Hoffman.



- B. Sheet Metal Boxes: NEMA OS 1, galvanized steel.
- C. Hinged Enclosures: As specified in Section 26 27 16.
- D. Surface Mounted Cast Metal Box: NEMA 250, Type 4X; flat-flanged, surface mounted junction box:
 - 1. Material: Galvanized cast iron.
 - 2. Cover: Furnish with ground flange, neoprene gasket, and stainless steel cover screws.
- E. In-Ground Cast Metal Box: NEMA 250, Type 6, outside flanged, recessed cover box for flush mounting:
 - 1. Material: Galvanized cast iron.
 - 2. Cover: Smooth cover with neoprene gasket and stainless steel cover screws.

PART 3 EXECUTION

3.1 EXAMINATION

- A. See DDC General Conditions
- B. Verify outlet locations and routing and termination locations of raceway prior to rough-in.

3.2 EXISTING WORK

- A. Remove exposed abandoned raceway, including abandoned raceway above accessible ceiling finishes. Cut raceway flush with walls and floors, and patch surfaces.
- B. Remove concealed abandoned raceway to its source.
- C. Disconnect abandoned outlets and remove devices. Remove abandoned outlets when raceway is abandoned and removed. Install blank cover for abandoned outlets not removed.
- D. Maintain access to existing boxes and other installations remaining active and requiring access. Modify installation or provide access panel.
- E. Extend existing raceway and box installations using materials and methods compatible with existing electrical installations, or as specified.
- F. Clean and repair existing raceway and boxes to remain or to be reinstalled.



3.3 INSTALLATION

- A. Ground and bond raceway and boxes in accordance with Section 26 05 26.
- B. Fasten raceway and box supports to structure and finishes in accordance with Section 26 05 29.
- C. Identify raceway and boxes in accordance with Section 26 05 53.
- D. Arrange raceway and boxes to maintain headroom and present neat appearance.

3.4 INSTALLATION - RACEWAY

- A. Raceway routing is shown in approximate locations unless dimensioned. Route to complete wiring system.
- B. Arrange raceway supports to prevent misalignment during wiring installation.
- C. Support raceway using coated steel or malleable iron straps, lay-in adjustable hangers, clevis hangers, and split hangers.
- D. Group related raceway; support using conduit rack. Construct rack using steel channel specified in Section 26 05 29.
- E. Do not support raceway with wire or perforated pipe straps. Remove wire used for temporary supports
- F. Do not attach raceway to ceiling support wires or other piping systems.
- G. Construct wireway supports from steel channel specified in Section 26 05 29.
- H. Route exposed raceway parallel and perpendicular to walls.
- I. Route raceway installed above accessible ceilings parallel and perpendicular to walls.
- J. Route conduit in and under slab from point-to-point.
- K. Maximum Size Conduit in Slab Above Grade: 3/4 inch. Do not cross conduits in slab.
- L. Maintain clearance between raceway and piping for maintenance purposes.
- M. Maintain 12 inch clearance between raceway and surfaces with temperatures exceeding 104 degrees F.



- N. Cut conduit square using saw or pipe cutter; de-burr cut ends.
- O. Bring conduit to shoulder of fittings; fasten securely.
- P. Install conduit hubs or sealing locknuts to fasten conduit to sheet metal boxes in damp and wet locations and to cast boxes.
- Q. Install no more than equivalent of three 90 degree bends between boxes. Install conduit bodies to make sharp changes in direction, as around beams. Install hydraulic one-shot bender to fabricate bends in metal conduit larger than 2 inch size.
- R. Avoid moisture traps; install junction box with drain fitting at low points in conduit system.
- S. Install fittings to accommodate expansion and deflection where raceway crosses seismic and expansion joints.
- T. Install suitable pull string or cord in each empty raceway except sleeves and nipples.
- U. Install suitable caps to protect installed conduit against entrance of dirt and moisture.
- V. Surface Raceway: Install flat-head screws, clips, and straps to fasten raceway channel to surfaces; mount plumb and level. Install insulating bushings and inserts at connections to outlets and corner fittings.
- W. Close ends and unused openings in wireway.

3.5 INSTALLATION - BOXES

- A. Install wall mounted boxes at elevations to accommodate mounting heights as indicated on Drawings.
- B. Orient boxes to accommodate wiring devices oriented as specified in Section 26 27 26.
- C. Install pull boxes and junction boxes above accessible ceilings and in unfinished areas only.
- D. In Accessible Ceiling Areas: Install outlet and junction boxes no more than 6 inches from ceiling access panel or from removable recessed luminaire.



- E. Locate flush mounting box in masonry wall to require cutting of masonry unit corner only. Coordinate masonry cutting to achieve neat opening.
- F. Do not install flush mounting box back-to-back in walls; install with minimum 6 inches separation. Install with minimum 24 inches separation in acoustic rated walls.
- G. Secure flush mounting box to interior wall and partition studs. Accurately position to allow for surface finish thickness.
- H. Install stamped steel bridges to fasten flush mounting outlet box between studs.
- I. Install flush mounting box without damaging wall insulation or reducing its effectiveness.
- J. Install adjustable steel channel fasteners for hung ceiling outlet box.
- K. Do not fasten boxes to ceiling support wires or other piping systems.
- L. Support boxes independently of conduit.
- M. Install gang box where more than one device is mounted together. Do not use sectional box.
- N. Install gang box with plaster ring for single device outlets.

3.6 INTERFACE WITH OTHER PRODUCTS

- A. Install conduit to preserve fire resistance rating of partitions and other elements, using materials and methods in accordance with Section 07 84 00.
- B. Route conduit through roof openings for piping and ductwork or through suitable roof jack with pitch pocket.
- C. Locate outlet boxes to allow luminaires positioned as indicated on reflected ceiling plan.
- D. Align adjacent wall mounted outlet boxes for switches, thermostats, and similar devices.

3.7 ADJUSTING

- A. See DDC General Conditions
- B. Adjust flush-mounting outlets to make front flush with finished wall material.



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- C. Install knockout closures in unused openings in boxes.

3.8 CLEANING

- A. See DDC General Conditions
- B. Clean interior of boxes to remove dust, debris, and other material.
- C. Clean exposed surfaces and restore finish.

END OF SECTION



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SECTION 26 05 34 - FLOOR BOXES FOR ELECTRICAL SYSTEMS

PART 1 GENERAL

1.1 SUMMARY

- A. Section includes floor boxes; floor box service fittings; poke-through fittings; and access floor boxes.
- B. Related Sections:
 - 1. Section 07 84 13 - Penetration Firestopping: Firestopping for electrical work.
 - 2. Section 26 05 29 - Hangers and Supports for Electrical Systems:
 - 3. Section 26 05 33 - Raceway and Boxes for Electrical Systems.
 - 4. Section 26 27 26 - Wiring Devices: Receptacles for installation in floor boxes.

1.2 REFERENCES

- A. National Electrical Manufacturers Association:
 - 1. NEMA OS 1 - Sheet Steel Outlet Boxes, Device Boxes, Covers, and Box Supports.

1.3 SUBMITTALS

- A. See DDC General Conditions
- B. Product Data: Submit catalog data for floor boxes service fittings.
- C. Samples: Submit two of each service fitting illustrating size, material, configuration, and finish.

1.4 CLOSEOUT SUBMITTALS

- A. See DDC General Conditions
- B. Project Record Documents: Record actual locations of each floor box and poke-through fitting.



PART 2 PRODUCTS

2.1 FLOOR BOXES

- A. Manufacturers:
 - 1. Square 'D'.
 - 2. Hubbell Co.
 - 3. Raceway Components.
 - 4. Approved Equal
- B. Floor Boxes: NEMA OS 1, 1-1/2 inches deep.
- C. Adjustability: Fully adjustable.
- D. Material: Formed steel.
- E. Shape: Rectangular.

2.2 PEDESTAL-TYPE CONVENIENCE OUTLET SERVICE FITTING

- A. Manufacturers:
 - 1. Square 'D'.
 - 2. Hubbell Co.
 - 3. Raceway Components.
 - 4. Approved Equal
- B. Housing: Satin aluminum.
- C. Device Plate: Stainless steel.
- D. Configuration: As indicated on drawing.

2.3 FLUSH-COVER-TYPE CONVENIENCE RECEPTACLE SERVICE FITTING

- A. Manufacturers:
 - 1. Square 'D'.
 - 2. Hubbell Co.
 - 3. Raceway Components.
 - 4. Approved Equal
- B. Material: Aluminum.



C. Configuration: Duplex flap opening.

2.4 PEDESTAL-TYPE COMMUNICATION OUTLET

A. Manufacturers:

1. Square 'D'.
2. Hubbell Co.
3. Raceway Components.
4. Approved Equal

B. Housing: Satin aluminum.

C. Device Plate: Stainless steel.

D. Configuration: As indicated on drawing.

2.5 FLUSH-COVER-TYPE COMMUNICATION OUTLET

A. Manufacturers:

1. Square 'D'.
2. Hubbell Co.
3. Raceway Components.
4. Approved Equal

B. Material: Aluminum.

C. Configuration: 2-1/8 x 1 inch combination threaded opening.

2.6 PEDESTAL-TYPE COMBINATION FITTING

A. Manufacturers:

1. Square 'D'.
2. Hubbell Co.
3. Raceway Components.
4. Approved Equal

B. Housing: Satin aluminum.

C. Device Plate: Stainless steel.

D. Configuration: One duplex convenience receptacle with one bushed opening, 1 inch inside diameter.



2.7 FLUSH-COVER-TYPE COMBINATION FITTING

- A. Manufacturers:
 - 1. Square 'D'.
 - 2. Hubbell Co.
 - 3. Raceway Components.
 - 4. Approved Equal

- B. Material: Aluminum.

- C. Configuration: Duplex flap opening with 2-1/8 x 1 inch combination threaded opening.

2.8 FLUSH-COVER-SERVICE FITTING ACCESSORIES

- A. Manufacturers:
 - 1. Square 'D'.
 - 2. Hubbell Co.
 - 3. Raceway Components.
 - 4. Approved Equal

- B. Protective Ring: Brassfinish.

- C. Split Nozzle: Brass finish.

- D. Carpet Ring: Brass.

2.9 POKE-THROUGH FITTINGS

- A. Manufacturers:
 - 1. Square 'D'.
 - 2. Hubbell Co.
 - 3. Raceway Components.
 - 4. Approved Equal

- B. Product Description: Assembly comprising service fitting, poke-through component, fire stops and smoke barriers, and junction box for conduit termination.

- C. Fire Rating: 3 hours.



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- D. Service Fitting Type: Pedestal.
- E. Housing: Satin aluminum.
- F. Device Plate: Stainless steel.
- G. Configuration: One duplex and one communications outlet as indicated on drawing.

PART 3 EXECUTION

3.1 EXAMINATION

- A. See DDC General Conditions
- B. Verify locations of floor boxes and outlets in offices, and work areas prior to rough-in.

3.2 EXISTING WORK

- A. Disconnect abandoned service fitting devices and remove service fittings. Install blank cover for abandoned floor boxes not removed.
- B. Maintain access to existing floor boxes remaining active and requiring access. Modify installation or provide access panel.
- C. Extend existing service fitting installations using materials and methods compatible with existing electrical installations, or as specified.
- D. Clean and repair existing service fittings to remain or to be reinstalled.

3.3 INSTALLATION

- A. Boxes and fittings are indicated on Drawings in approximate locations unless dimensioned. Adjust box location up to 10 feet to accommodate intended purpose.
- B. Floor Box Requirements: Use cast floor boxes for installations in slab on grade; formed steel boxes are acceptable for other installations.
- C. Set floor boxes level.
- D. Install boxes and fittings to preserve fire resistance rating of slabs and other elements, using materials and methods specified in Section 07 84 00, 26 05 29.



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3.4 ADJUSTING

- A. See DDC General Conditions
- B. Adjust floor box flush with finish flooring material.

3.5 CLEANING

- A. See DDC General Conditions
- B. Clean interior of boxes to remove dust, debris, and other material.

END OF SECTION



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SECTION 26 05 53 - IDENTIFICATION FOR ELECTRICAL SYSTEMS

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Nameplates.
 - 2. Labels.
- B. Related Sections:
 - 1. Section 09 91 00 - Painting: Execution requirements for painting specified by this section.

1.2 SUBMITTALS

- A. See DDC General Conditions
- B. Product Data:
 - 1. Submit manufacturer's catalog literature for each product required.
 - 2. Submit electrical identification schedule including list of wording, symbols, letter size, color coding, tag number, location, and function.
- C. Manufacturer's Installation Instructions: Indicate installation instructions, special procedures, and installation.

1.3 CLOSEOUT SUBMITTALS

- A. See DDC General Conditions
- B. Project Record Documents: Record actual locations of tagged devices; include tag numbers.

1.4 DELIVERY, STORAGE, AND HANDLING

- A. See DDC General Conditions
- B. Accept identification products on site in original containers. Inspect for damage.
- C. Accept materials on site in original factory packaging, labeled with manufacturer's identification, including product density and thickness.
- D. Protect insulation from weather and construction traffic, dirt, water, chemical, and mechanical damage, by storing in original wrapping.



PART 2 PRODUCTS

2.1 NAMEPLATES

- A. Product Description: Laminated three-layer plastic with engraved black letters on white contrasting background color.
- B. Letter Size:
 - 1. 1/8 inch high letters for identifying individual equipment and loads.
 - 2. 1/4 inch high letters for identifying grouped equipment and loads.
- C. Minimum nameplate thickness: 1/8 inch.

2.2 LABELS

- A. Labels: Embossed adhesive tape, with 3/16 inch white letters on black background.

PART 3 EXECUTION

3.1 PREPARATION

- A. Degrease and clean surfaces to receive adhesive for identification materials.

3.2 EXISTING WORK

- A. Install identification on existing equipment to remain in accordance with this section.
- B. Install identification on unmarked existing equipment.
- C. Replace lost nameplates and labels.
- D. Re-stencil existing equipment.

3.3 INSTALLATION

- A. Install identifying devices after completion of painting.
- B. Nameplate Installation:
 - 1. Install nameplate parallel to equipment lines.
 - 2. Install nameplate for each electrical distribution and control equipment enclosure with corrosive-resistant mechanical fasteners, or adhesive.



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3. Install nameplates for each control panel and major control components located outside panel with corrosive-resistant mechanical fasteners, or adhesive.
 4. Secure nameplate to equipment front using adhesive.
 5. Secure nameplate to inside surface of door on recessed panelboard in finished locations.
 6. Install nameplates for the following:
 - a. Panelboards.
 - b. Service Disconnects.
- C. Label Installation:
1. Install label parallel to equipment lines.
 2. Install label for identification of individual control device stations.
 3. Install labels for permanent adhesion and seal with clear lacquer.

END OF SECTION



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SECTION 26 08 00 - COMMISSIONING OF ELECTRICAL

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this section.
- B. The OPR and BOD documentation, if included, are for reference and information only.
- C. For additional 'LEED Requirements' refer to DDC general conditions.

1.2 SUMMARY

- A. This section includes commissioning process requirements for Electrical systems, assemblies, and equipment.
- B. Related Sections:
 - 1. Division 01 Section "Specification- 019100 - General Commissioning Requirements" for general commissioning process requirements.
- C. Commissioned systems
 - 1. Electrical panels (above 800A)
 - 2. Lighting controls

1.3 DESCRIPTION

- A. Commissioning: Commissioning is a systematic process of ensuring that all building systems, including the mechanical and electrical systems, have been installed in the prescribed manner, are functionally checked and capable of being operated and maintained to perform with the design intent and have documentation to support proper installation and operation. The Commissioning Agent (CxA) shall provide the Owner with an unbiased, objective view of the system's installation, operation and performance. This process does not eliminate or reduce the responsibility of each system designer to provide a complete design or installing subcontractors to provide a finished product. Commissioning is intended to enhance the quality of each system installation, startup and transfer to beneficial use by the Owner.



- B. Commissioning during the construction phase is intended to achieve the following specific objectives, according to the Contract Documents:
1. Verify that applicable equipment and systems are installed according to the manufacturer's recommendations and to industry accepted minimum standards and that they receive adequate operational checkout by installing contractors.
 2. Verify and document proper performance of equipment and systems.
 3. Verify that Operation & Maintenance documentation is complete and transferred to Owner.
 4. Verify that the Owner's operating personnel are adequately trained.
 5. Verify a contract is in place for a post occupancy review with O&M staff within 10 months after Substantial Completion.
- C. The Commissioning process shall be a team effort and encompass, as well as coordinate, the traditionally separate functions of system documentation, system installation, equipment startup, control system calibration, testing, balancing and verification and performance checkouts.
- D. The CxA will work closely with the construction team, cooperating on and coordinating all Cx activities with the Commissioner, Owner's representative, trade contractors, subcontractors, manufacturers and equipment suppliers.
- E. The Cx process shall not reduce the responsibility of the contractors to comply with the Contract Documents.

1.4 DEFINITIONS

- A. Refer to DDC General Conditions and "General Commissioning Requirements" for definitions.
- B. Owner: City of New York

1.5 SUBMITTALS

- A. Refer to DDC General Conditions and "General Commissioning Requirements" for CxA's role.
- B. Refer to DDC General Conditions for "Submittals" for specific requirements.
- C. In addition, provide the following:
1. Certificates of readiness
 2. Certificates of completion of installation, prestart, and startup activities.
 3. O&M manuals
 4. Test reports



1.6 QUALITY ASSURANCE

- A. Test Equipment Calibration Requirements: Contractors will comply with test equipment manufacturer's calibration procedures and intervals. Recalibrate test instruments immediately after instruments have been repaired resulting from being dropped or damaged. Affix calibration tags to test instruments. Furnish calibration records to CxA upon request.

1.7 COORDINATION

- A. Refer to DDC General Conditions and "General Commissioning Requirements" for requirements pertaining to coordination during the commissioning process.

PART 2 - PRODUCTS

2.1 TEST EQUIPMENT

- A. All standard testing equipment required to perform startup, initial checkout and functional performance testing shall be provided by the Contractor for the equipment being tested. For example, the electrical contractor of Division 26 shall ultimately be responsible for all standard testing equipment for the electrical systems and controls systems in Division 26. A sufficient quantity of two-way radios shall be provided by each contractor.
- B. Special equipment, tools and instruments (specific to a piece of equipment and only available from vendor) required for testing shall be included in the price to the Owner and left on site, except for stand-alone data logging equipment that may be used by the CxA.
- C. Proprietary test equipment and software required by any equipment manufacturer for programming and/or start-up, whether specified or not, shall be provided by the manufacturer of the equipment. Manufacturer shall provide the test equipment, demonstrate its use, and assist in the commissioning process as needed. Proprietary test equipment (and software) shall become the property of the Owner upon completion of the commissioning process.
- D. Data logging equipment and software required to test equipment may be provided by the CxA, but shall not become the property of the Owner.
- E. All testing equipment shall be of sufficient quality and accuracy to test and/or measure system performance with the tolerances specified in the Specifications. If not otherwise noted, the following minimum requirements apply: Temperature sensors and digital thermometers shall have a certified calibration within the past



year to accuracy of 0.5°F and a resolution of + or - 0.1°F. Pressure sensors shall have an accuracy of + or - 2.0% of the value range being measured (not full range of meter) and have been calibrated within the last year.

PART 3 - EXECUTION

3.1 GENERAL DOCUMENTATION REQUIREMENTS

- A. With assistance from the installing contractors, the CxA will prepare Pre-Functional Checklists for all commissioned components, equipment, and systems
- B. Red-lined Drawings:
 - 1. The contractor will verify all equipment, systems, instrumentation, wiring and components are shown correctly on red-lined drawings.
 - 2. Preliminary red-lined drawings must be made available to the Commissioning Team for use prior to the start of Functional Performance Testing.
 - 3. Changes, as a result of Functional Testing, must be incorporated into the final as-built drawings, which will be created from the red-lined drawings.
 - 4. The contracted party, as defined in the Contract Documents will create the as-built drawings.
- C. Operation and Maintenance Data:
 - 1. Contractor will provide a copy of O&M literature within 45 days of each submittal acceptance for use during the commissioning process for all commissioned equipment and systems.
 - 2. The CxA will review the O&M literature once for conformance to project requirements.
 - 3. The CxA will receive a copy of the final approved O&M literature once corrections have been made by the Contractor.
- D. Demonstration and Training:
 - 1. Contractor will provide demonstration and training as required by the specifications.
 - 2. A complete training plan and schedule must be submitted by the Contractor to the CxA four weeks (4) prior to any training.
 - 3. A training agenda for each training session must be submitted to the CxA one (1) week prior the training session.



3.2 CONTRACTOR'S RESPONSIBILITIES

- A. Perform commissioning tests as per the written procedure and at the direction of the CxA.
- B. Attend construction phase controls coordination meetings.
- C. Participate in Electrical systems, assemblies, equipment, and component maintenance orientation and inspection as directed by the CxA.
- D. Provide information requested by the CxA for final commissioning documentation.
- E. Include requirements for submittal data, operation and maintenance data, and training in each purchase order or sub-contract written.
- F. Prepare preliminary schedule for Electrical system orientations and inspections, operation and maintenance manual submissions, training sessions, equipment start-up and task completion for Owner. Distribute preliminary schedule to commissioning team members.
- G. Update schedule as required throughout the construction period.
- H. During the startup and initial checkout process, execute the related portions of the prefunctional checklists for all commissioned equipment.
- I. Perform all verification and functional performance tests in the presence of the CxA as required.
- J. Provide measuring instruments and logging devices to record test data, and provide data acquisition equipment to record data for the complete range of testing for the required test period.
- K. Gather operation and maintenance literature on all equipment, and assemble in binders as required by the specifications. Submit to CxA 45 days after submittal acceptance.
- L. Coordinate with the CxA to provide 72-hour advance notice so that the witnessing of equipment and system start-up and testing can begin.
- M. Notify the CxA a minimum of two weeks in advance of the time for start of the testing work.
- N. Participate in, and schedule vendors and contractors to participate in the training sessions.



- O. Provide written notification to the Commissioner and CxA that the following work has been completed in accordance with the contract documents, and that the equipment, systems, and sub-system are operating as required.
 - 1. Electrical equipment including switchgear, panel boards, motor control centers, lighting, receptacles, and all other equipment furnished under this Division.
 - 2. Lighting System
 - 3. Emergency Power System
- P. The equipment supplier shall document the performance of his equipment.
- Q. Provide a complete set of red-lined drawings to the CxA prior to the start of Functional Performance Testing.
- R. Provide training of the Owner's operating staff using expert qualified personnel, as specified.
- S. Equipment Suppliers
 - 1. Provide all requested submittal data, including detailed start-up procedures and specific responsibilities of the Owner, to keep warranties in force.
 - 2. Assist in equipment testing per agreements with contractors.
 - 3. Provide information requested by CxA regarding equipment sequence of operation and testing procedures.
- T. Refer to Division 01 Section "General Commissioning Requirements" for additional Contractor responsibilities.

3.3 OWNER'S RESPONSIBILITIES

- A. Refer to Division 01 Section "General Commissioning Requirements" for Owner's Responsibilities.

3.4 COMMISSIONER'S RESPONSIBILITIES

- A. Refer to Division 01 Section "General Commissioning Requirements" for Commissioner's responsibilities.

3.5 CxA'S RESPONSIBILITIES

- A. Refer to Division 01 Section "General Commissioning Requirements" for CxA's Responsibilities.



3.6 TESTING PREPARATION

- A. Certify in writing to the CxA that Electrical systems, subsystems, and equipment have been installed, megerred, calibrated, and started and are operating according to the Contract Documents.
- B. Certify in writing to the CxA that Electrical instrumentation and control systems have been completed and calibrated, that they are operating according to the Contract Documents, and that pretest set points have been recorded.
- C. Certify in writing that testing procedures have been completed and that testing reports have been submitted, discrepancies corrected, and corrective work approved.
- D. Place systems, subsystems, and equipment into operating mode to be tested (e.g., normal shutdown, normal auto position, normal manual position, unoccupied cycle, emergency power, and alarm conditions).
- E. Inspect and verify the position of each device and interlock identified on checklists.
- F. Check safety cutouts, alarms, and interlocks with smoke control and life-safety systems during each mode of operation.
- G. Testing Instrumentation: Install measuring instruments and logging devices to record test data as directed by the CxA.

3.7 GENERAL TESTING REQUIREMENTS

- A. Provide technicians, instrumentation, and tools to perform commissioning test at the direction of the CxA.
- B. Scope of Electrical testing shall include the entire Electrical installation, from the incoming power equipment throughout the distribution system. Testing shall include measuring, but not limited to resistance, voltage, and amperage of system(s) and devices.
- C. Test all operating modes, interlocks, control responses, and responses to abnormal or emergency conditions, and verify proper response of building automation system controllers and sensors.
- D. The Electrical contractor and other contracted subcontractors, including the fire alarm Subcontractor shall prepare detailed testing plans, procedures, and checklists for Electrical systems, subsystems, and equipment with guidance from CxA.
- E. Tests will be performed using design conditions whenever possible.



- F. Simulated conditions may need to be imposed using an artificial load when it is not practical to test under design conditions. Before simulating conditions, calibrate testing instruments. Provide equipment to simulate loads. Set simulated conditions and document simulated conditions and methods of simulation. After tests, return settings to normal operating conditions.
- G. The CxA may direct that set points be altered when simulating conditions is not practical.
- H. If tests cannot be completed because of a deficiency outside the scope of the Electrical system, document the deficiency and report it to the Commissioner. After deficiencies are resolved, reschedule tests.
- I. If the testing plan indicates specific seasonal testing, complete appropriate initial performance tests and documentation and schedule seasonal tests.

3.8 ELECTRICAL SYSTEMS, SUBSYSTEMS, AND EQUIPMENT TESTING PROCEDURES

- A. Equipment Testing and Acceptance Procedures: Testing requirements are specified in individual Division 26 sections. Provide submittals, test data, inspector record, infrared camera and certifications to the CxA.
- B. Electrical Instrumentation and Control System Testing: Field testing plans and testing requirements are specified in Division 26. Assist the CxA with preparation of testing plans.
- C. Fire Detection and Alarm System Testing: Provide technicians, instrumentation, tools and equipment to test performance of designated systems and devices at the direction of the CxA. The CxA shall determine the sequence of testing and testing procedures for each equipment item and pipe section to be tested.
- D. Electrical Distribution System Testing: Provide technicians, load banks, infrared cameras, instrumentation, tools and equipment to test performance of designated systems and devices at the direction of the CxA. The CxA shall determine the sequence of testing and testing procedures for each equipment item and pipe section to be tested

3.9 DEFICIENCIES/NON-CONFORMANCE, COST OF RETESTING, FAILURE DUE TO MANUFACTURER DEFECT

- A. Refer to Division 01 Section "General Commissioning Requirements" for requirements pertaining to deficiencies/non-conformance, cost of retesting, or failure due to manufacturer defect.



3.10 APPROVAL

- A. Refer to Division 01 Section "General Commissioning Requirements" for approval procedures.

3.11 DEFERRED TESTING

- A. Refer to Division 01 Section "General Commissioning Requirements" for requirements pertaining to deferred testing.

3.12 OPERATION AND MAINTENANCE MANUALS

- A. The Operation and Maintenance Manuals shall conform to Contract Documents requirements as stated in Division 01.
- B. Refer to Division 01 Section "General Commissioning Requirements" for the AE and CxA roles in the Operation and Maintenance Manual contribution, review and approval process.

3.13 TRAINING OF OWNER PERSONNEL

- A. Refer to Division 01 Section "General Commissioning Requirements" for requirements pertaining to training.
- B. Electrical Contractor. The electrical contractor shall have the following training responsibilities:
 - 1. Provide the CxA with a training plan two weeks before the planned training.
 - 2. Provide designated Owner's personnel with comprehensive training in the understanding of the systems and the operation and maintenance of each major piece of commissioned electrical equipment or system.
 - 3. Training shall be recorded by the CxA and start with classroom sessions, if necessary, followed by hands on training on each piece of equipment, which shall illustrate the various modes of operation, including startup, shutdown, fire/smoke alarm, power failure, etc.
 - 4. During any demonstration, should the system fail to perform in accordance with the requirements of the O&M manual or sequence of operations, the system will be repaired or adjusted as necessary and the demonstration repeated.
 - 5. The appropriate trade or manufacturer's representative shall provide the instructions on each major piece of equipment. This person may be the start-up technician for the piece of equipment, the installing contractor or



manufacturer's representative. Practical building operating expertise as well as in-depth knowledge of all modes of operation of the specific piece of equipment is required. More than one party may be required to execute the training.

6. The training sessions shall follow the outline in the Table of Contents of the operation and maintenance manual and illustrate whenever possible the use of the O&M manuals for reference.
7. Training shall include:
 - a. Use the printed installation, operation and maintenance instruction material included in the O&M manuals.
 - b. Include a review of the written O&M instructions emphasizing safe and proper operating requirements, preventative maintenance, special tools needed and spare parts inventory suggestions. The training shall include start-up, operation in all modes possible, shut-down, seasonal changeover and any emergency procedures.
 - c. Discuss relevant health and safety issues and concerns.
 - d. Discuss warranties and guarantees.
 - e. Cover common troubleshooting problems and solutions.
 - f. Explain information included in the O&M manuals and the location of all plans and manuals in the facility.
 - g. Discuss any peculiarities of equipment installation or operation.
8. Hands-on training shall include start-up, operation in all modes possible, including manual, shut-down and any emergency procedures and preventative maintenance of all pieces of equipment.
9. The electrical contractor shall fully explain and demonstrate the operation, function and overrides of any local packaged controls, not controlled by the central control system.
10. Training shall occur after functional testing is complete, unless otherwise noted.

*****END OF SECTION 26 08 00*****



SECTION 26 09 23 - LIGHTING CONTROL DEVICES

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Switches.
 - 2. Switch plates.
 - 3. Occupancy sensors.

- B. Related Sections:
 - 1. Section 26 05 03 - Equipment Wiring Connections: Execution requirements for electric connections specified by this section.
 - 2. Section 26 05 19 - Low-Voltage Electrical Power Conductors and Cables.
 - 3. Section 26 05 33 - Raceway and Boxes for Electrical Systems: Product requirements for raceway and boxes for placement by this section.
 - 4. Section 26 05 53 - Identification for Electrical Systems: Product requirements for electrical identification items for placement by this section.
 - 5. Section 26 24 16 - Panelboards.
 - 6. Section 26 27 26 - Wiring Devices: Product requirements for wiring devices for placement by this section.

1.2 REFERENCES

- A. National Electrical Manufacturers Association:
 - 1. NEMA AB 1 - Molded Case Circuit Breakers and Molded Case Switches.
 - 2. NEMA FU 1 - Low Voltage Cartridge Fuses.
 - 3. NEMA ICS 2 - Industrial Control and Systems: Controllers, Contractors, and Overload Relays, Rated Not More Than 2000 Volts AC or 750 Volts DC.
 - 4. NEMA ICS 4 - Industrial Control and Systems: Terminal Blocks.
 - 5. NEMA ICS 5 - Industrial Control and Systems: Control Circuit and Pilot Devices.
 - 6. NEMA ICS 6 - Industrial Control and Systems: Enclosures.
 - 7. NEMA KS 1 - Enclosed and Miscellaneous Distribution Equipment Switches (600 Volts Maximum).

1.3 SUBMITTALS

- A. See DDC General Conditions



- B. Product Data: Submit manufacturer's standard product data for each system component.
- C. Manufacturer's Installation Instructions: Submit for each system component.

1.4 CLOSEOUT SUBMITTALS

- A. See DDC General Conditions
- B. Operation and Maintenance Data:
 - 1. Submit replacement parts numbers.
 - 2. Submit manufacturer's published installation instructions and operating instructions.
 - 3. Recommended renewal parts list.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. See DDC General Conditions
- B. Accept components on site in manufacturer's packaging. Inspect for damage.
- C. Protect components by storing in manufacturer's containers indoor protected from weather.

PART 2 PRODUCTS

2.1 SWITCHES

- A. Manufacturers:
 - 1. Lutron
 - 2. Leviton Manufacturing Co.
 - 3. Pass and Seymour/Legrand
 - 4. Hubbell Inc.
 - 5. Approved Equal.
- B. Wall Switch: Specification Grade
 - 1. Material: Plastic.
 - 2. Color: Ivory, or as directed by Commissioner.
- C. Key Switch: Spade key type. Match non-key switch ratings.

2.2 SWITCH PLATES

- A. Manufacturers:



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1. Lutron
2. Leviton Manufacturing Co.
3. Pass and Seymour/Legrand
4. Hubbell Inc.
5. Approved Equal.

- B. Product Description: Specification Grade.
1. Material: Plastic
 2. Color: Ivory or as directed by Commissioner.

2.3 OCCUPANCY SENSOR

- A. Manufacturers:
1. Douglas Lighting Controls
 2. Novitas
 3. Watt Stopper
 4. Lutron
 5. Approved Equal
- B. Separate sensitivity and time delay adjustments with LED indication of sensed movement. User adjustable time-delay: 30 seconds to 10 minutes.
- C. Furnish with manual override.
- D. Operation: Silent.
- E. Room Sensors: 360 degrees for ceiling sensors.
- F. Corridor and Hallway Sensors:
1. Capable of detecting motion 14 feet wide and 80 feet long with one sensor mounted 10 feet above floor.

PART 3 EXECUTION

3.1 INSTALLATION

- A. Mount switches, and occupancy sensors as indicated on Drawings.
- B. Install wiring in accordance with Section 26 05 19.
- C. Use only properly color coded, stranded wire. Install wire sizes as indicated on Drawings. Install wire in conduit in accordance with Section 26 05 33.



3.2 MANUFACTURER'S FIELD SERVICES

- A. See DDC General Conditions
- B. Furnish services for minimum of one day for check, test, and start-up. Perform the following services:
 - 1. Check installation of sensors.
 - 2. Test operation of sensors.
 - 3. Repair or replace defective components.

3.3 ADJUSTING

- A. See DDC General Conditions
- B. Test each system component after installation to verify proper operation.
- C. Test sensors and switches after installation to confirm proper operation.

3.4 DEMONSTRATION

- A. See DDC General Conditions
- B. Demonstrate operation of the following system components:
 - 1. Operation of switches.
 - 2. Operation of occupancy sensors.
- C. Furnish 8 hours to instruct Owner in operation and maintenance of system. Schedule training, provide at least 7 days notice to owner of training date.

END OF SECTION



SECTION 26 24 13 - SWITCHBOARDS

PART 1 GENERAL

1.1 SUMMARY

- A. Section includes main and distribution switchboards.
- B. Related Sections:
 - 1. Section 26 05 26 - Grounding and Bonding for Electrical Systems.
 - 2. Section 25 05 53 - Identification for Electrical Systems.
 - 3. Section 26 28 13 - Fuses.

1.2 REFERENCES

- A. National Electrical Code with New York City Amendments.
- B. American National Standards Institute:
 - 1. ANSI C12.1 - Code for Electricity Metering.
 - 2. ANSI C39.1 - Requirements, Electrical Analog Indicating Instruments.
- C. Institute of Electrical and Electronics Engineers:
 - 1. IEEE C57.13 - Standard Requirements for Instrument Transformers.
 - 2. IEEE C62.41 - Recommended Practice on Surge Voltages in Low-Voltage AC Power Circuits.
- D. National Electrical Manufacturers Association:
 - 1. NEMA AB 1 - Molded Case Circuit Breakers and Molded Case Switches.
 - 2. NEMA FU 1 - Low Voltage Cartridge Fuses.
 - 3. NEMA KS 1 - Enclosed and Miscellaneous Distribution Equipment Switches (600 Volts Maximum).
 - 4. NEMA PB 2 - Deadfront Distribution Switchboards.
 - 5. NEMA PB 2.1 - General Instructions for Proper Handling, Installation, Operation, and Maintenance of Deadfront Distribution Switchboards Rated 600 Volts or less.
- E. International Electrical Testing Association:
 - 1. NETA ATS - Acceptance Testing Specifications for Electrical Power Distribution Equipment and Systems.

1.3 SUBMITTALS

- A. Shop Drawings: Indicate front and side views of enclosures with overall dimensions shown; conduit entrance locations and requirements; nameplate



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legends; size and number of bus bars for each phase, ground to neutral link; and switchboard instrument details.

- B. Product Data: Submit electrical characteristics including voltage, fuse and time-current curves of equipment and components.
- C. Test Reports: Indicate results of factory production and field tests.

1.4 CLOSEOUT SUBMITTALS

- A. Project Record Documents: Record actual locations, configurations, and ratings of switchboards and their components on single line diagrams and plan layouts.
- B. Operation and Maintenance Data: Submit spare parts data listing; source and current prices of replacement parts and supplies; and recommended maintenance procedures and intervals.

1.5 QUALIFICATIONS

- A. Manufacturer: Company specializing in manufacturing products specified in this section with minimum three years documented experience.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Deliver in 48 inch maximum width shipping splits, individually wrapped for protection and mounted on shipping skids.
- B. Accept switchboards on site. Inspect for damage.
- C. Store in clean, dry space. Maintain factory wrapping or provide additional canvas or plastic cover to protect units from dirt, water, construction debris, and traffic.
- D. Handle in accordance with NEMA PB 2.1. Lift only with lugs provided. Handle carefully to avoid damage to switchboard internal components, enclosure, and finish.

1.7 ENVIRONMENTAL REQUIREMENTS

- A. Conform to NEMA PB 2 service conditions during and after installation of switchboards.

1.8 FIELD MEASUREMENTS

- A. Verify field measurements prior to fabrication.

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1.9 SEQUENCING

- A. Sequence Work to avoid interferences with building finishes and installation of other products.

1.10 MAINTENANCE MATERIALS

- A. Furnish two of each key. All keys to be keyed alike.
- B. Furnish two fuse pullers.

1.11 EXTRA MATERIALS

- A. Furnish three of each size and type of fuse installed.

PART 2 PRODUCTS

2.1 DISTRIBUTION SWITCHBOARDS

- A. Manufacturers:
 - 1. GE Electrical
 - 2. Siemens
 - 3. Square D
 - 4. Electrotech
 - 5. Approved equal
- B. Product Description: NEMA PB 2, enclosed switchboard with electrical ratings and configurations as indicated on Drawings.
- C. Device Mounting:
 - 1. Main Section: Individually mounted and compartmented.
 - 2. Distribution Section: Panel mounted and front accessible.
 - 3. Auxiliary Section: Individually mounted and front accessible.
- D. Bus:
 - 1. Material: Copper, standard size.
 - 2. Connections: Bolted, accessible from front for maintenance.
 - 3. Insulation: Fully insulate load side bus bars.
- E. Ground Bus: Extend length of switchboard.
- F. Line and Load Terminations: Accessible from front or rear of switchboard, suitable for conductor materials and sizes as indicated on Drawings.



- G. Utility Metering Compartment: Furnish metering transformer compartment for Utility Company's use, in accordance with Utility Company requirements.
- H. Pull Section: 18 inch width, depth and height to match switchboard. Arrange as indicated on Drawings.
- I. Pull Box: Removable top and sides, same construction as switchboard, 24 inch height over top switchboard. Furnish insulating, fire-resistive bottom with separate openings for each circuit to pass into switchboard.
- J. Future Provisions: Fully equip spaces for future devices with bussing and bus connections, insulated and braced for short circuit currents. Furnish continuous current rating.
- K. Enclosure: Type 1 - General Purpose.
- L. Align sections at front only.
- M. Switchboard Height: 90 inches, excluding floor sills, lifting members and pull boxes.
- N. Room Requirements
 1. Provide layout with necessary accesses and clearances.
 2. Provide adequate lighting.
 3. All egress doors shall open in the direction of egress and shall be equipped with panic bars, pressure plates, or other devices that are latched but could open under simple pressure from inside of the room.
- O. Finish: Manufacturer's standard light gray enamel over external surfaces. Coat internal surfaces with minimum one coat corrosion-resisting paint, or plate with cadmium or zinc.
- P. Mimic Bus: Show bussing, connections and devices in single line form on front panels of switchboard using black color factory painting.

2.2 FUSIBLE SWITCH ASSEMBLIES

- A. Product Description: NEMA KS 1, Type HD, load interrupter knife switch. Handle lockable in OFF position.
- B. Fuse clips: Designed to accommodate NEMA FU 1, Class J fuses.

2.3 FUSIBLE SWITCH ASSEMBLIES LARGER THAN 800 AMPERES

- A. Product Description: NEMA KS 1, bolted pressure contact.



- B. Fuse Provisions: Designed to accommodate NEMA FU 1, Class L fuses.

2.4 ACCESSORIES

- A. Provide matching corbin locks to be keyed alike.

2.5 SOURCE QUALITY CONTROL

- A. Furnish shop inspection and testing in accordance with NEMA PB 2.
- B. Make completed switchboard available for inspection at manufacturer's factory prior to packaging for shipment when requested. Notify Architect/Engineer at least seven days before inspection is allowed.
- C. Allow witnessing of factory inspections and tests at manufacturer's test facility. Notify Architect/Engineer at least seven days before inspections and tests are scheduled.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify surface is suitable for switchboard installation.

3.2 INSTALLATION

- A. Install in accordance with NEMA PB 2.1.
- B. Tighten accessible bus connections and mechanical fasteners after placing switchboard.
- C. Install fuses in each switch and coordinate sizes with connected load.
- D. Install engraved plastic nameplate.
- E. Ground and bond switchboards in accordance with Section 26 05 26.

3.3 FIELD QUALITY CONTROL

- A. Inspect and test in accordance with NETA ATS, except Section 4.
- B. Perform inspections and tests listed in NETA ATS, Section 7.1.



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3.4 ADJUSTING

- A. Adjust operating mechanisms for free mechanical movement.
- B. Tighten bolted bus connections.

3.5 CLEANING

- A. Touch up scratched or marred surfaces to match original finish.

END OF SECTION



SECTION 26 24 16 - PANELBOARDS

PART 1 GENERAL

1.1 SUMMARY

- A. Section includes distribution and branch circuit panelboards.
- B. Related Sections:
 - 1. Section 26 05 26 - Grounding and Bonding for Electrical Systems.
 - 2. Section 26 05 53 - Identification for Electrical Systems.
 - 3. Section 26 28 13 - Fuses.

1.2 REFERENCES

- A. Institute of Electrical and Electronics Engineers:
 - 1. IEEE C62.41 - Recommended Practice on Surge Voltages in Low-Voltage AC Power Circuits.
- B. National Electrical Manufacturers Association:
 - 1. NEMA AB 1 - Molded Case Circuit Breakers and Molded Case Switches.
 - 2. NEMA FU 1 - Low Voltage Cartridge Fuses.
 - 3. NEMA ICS 2 - Industrial Control and Systems: Controllers, Contactors, and Overload Relays, Rated Not More Than 2000 Volts AC or 750 Volts DC.
 - 4. NEMA ICS 5 - Industrial Control and Systems: Control Circuit and Pilot Devices.
 - 5. NEMA KS 1 - Enclosed and Miscellaneous Distribution Equipment Switches (600 Volts Maximum).
 - 6. NEMA PB 1 - Panelboards.
 - 7. NEMA PB 1.1 - General Instructions for Proper Installation, Operation, and Maintenance of Panelboards Rated 600 Volts or Less.
- C. International Electrical Testing Association:
 - 1. NETA ATS - Acceptance Testing Specifications for Electrical Power Distribution Equipment and Systems.
- D. National Fire Protection Association:
 - 1. NFPA 70 - National Electrical Code.
- E. Underwriters Laboratories Inc.:
 - 1. UL 67 - Safety for Panelboards.
 - 2. UL 1283 - Electromagnetic Interference Filters.
 - 3. UL 1449 - Transient Voltage Surge Suppressors.



1.3 SUBMITTALS

- A. See DDC General Conditions
- B. Shop Drawings: Indicate outline and support point dimensions, voltage, main bus ampacity, integrated short circuit ampere rating, circuit breaker and fusible switch arrangement and sizes.
- C. Product Data: Submit catalog data showing specified features of standard products.

1.4 CLOSEOUT SUBMITTALS

- A. See DDC General Conditions
- B. Project Record Documents: Record actual locations of panelboards and record actual circuiting arrangements.
- C. Operation and Maintenance Data: Submit spare parts listing; source and current prices of replacement parts and supplies; and recommended maintenance procedures and intervals.

PART 2 PRODUCTS

2.1 DISTRIBUTION PANELBOARDS

- A. Manufacturers:
 - 1. GE Electrical
 - 2. Siemens
 - 3. Square D
 - 4. Approved Equal.
- B. Product Description: NEMA PB 1, circuit breaker type panelboard.
- C. Panelboard Bus: Copper current carrying components, ratings as indicated on Drawings. Furnish copper ground bus in each panelboard.
- D. Minimum integrated short circuit rating: 22,000 amperes rms symmetrical for 208 volt panelboards.
- E. Fusible Switch Assemblies: NEMA KS 1, quick-make, quick-break, load interrupter enclosed knife switch with externally operable handle. Furnish interlock to prevent opening front cover with switch in ON position. Handle lockable in OFF position. Fuse clips: Designed to accommodate NEMA FU 1, Class R fuses.



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- F. Molded Case Circuit Breakers: NEMA AB 1, circuit breakers with integral thermal and instantaneous magnetic trip in each pole. Furnish circuit breakers UL listed as Type HACR for air conditioning equipment branch circuits.
- G. Molded Case Circuit Breakers with Current Limiters: NEMA AB 1, circuit breakers with replaceable current limiting elements, in addition to integral thermal and instantaneous magnetic trip in each pole.
- H. Current Limiting Molded Case Circuit Breakers: NEMA AB 1, circuit breakers with integral thermal and instantaneous magnetic trip in each pole, coordinated with automatically resetting current limiting elements in each pole. Interrupting rating 200,000 symmetrical amperes, let-through current and energy level less than permitted for same size NEMA FU 1, Class RK-5 fuse.
- I. Controllers: NEMA ICS 2, AC general-purpose Class A magnetic controller for induction motors rated in horsepower.
 - 1. Two-speed Controllers: Include integral time delay transition between FAST and SLOW speeds.
 - 2. Full-voltage Reversing Controllers: Include electrical interlock and integral time delay transition between FORWARD and REVERSE rotation.
 - 3. Control Voltage: 120 volts, 60 Hertz.
 - 4. Overload Relay: NEMA ICS 2; bimetal.
 - 5. Auxiliary Contacts: NEMA ICS 2, 2 field convertible contacts in addition to seal-in contact.
 - 6. Cover Mounted Pilot Devices: NEMA ICS 5, standard.
 - 7. Pilot Device Contacts: NEMA ICS 5, Form Z.
 - 8. Pushbuttons: Covered type.
 - 9. Indicating Lights: LED type.
 - 10. Selector Switches: Rotary type.
 - 11. Relays: NEMA ICS 2.
 - 12. Control Power Transformers: 120 volt secondary, 100 VA minimum, in each motor starter. Furnish fused secondary, and bond unfused leg of secondary to enclosure.
- J. Circuit Breaker Accessories: Trip units and auxiliary switches as indicated on Drawings.
- K. Enclosure: NEMA PB 1, Type 1.
- L. Cabinet Front: Surface door-in-door type, fastened with concealed trim clamps metal directory frame, finished in manufacturer's standard gray enamel.



2.2 BRANCH CIRCUIT PANELBOARDS

- A. Manufacturers:
 - 1. GE Electrical
 - 2. Siemens
 - 3. Square D
 - 4. Approved Equal.
- B. Product Description: NEMA PB1, circuit breaker type, lighting and appliance branch circuit panelboard.
- C. Panelboard Bus: Copper, current carrying components, ratings as indicated on Drawings. Furnish copper ground bus in each panelboard.
- D. Minimum Integrated Short Circuit Rating: 10,000, 22,000 amperes rms symmetrical for 208 volt panelboards.
- E. Molded Case Circuit Breakers: NEMA AB 1, bolt-on type thermal magnetic trip circuit breakers, with common trip handle for all poles, listed as Type SWD for lighting circuits, Type HACR for air conditioning equipment circuits, Class A ground fault interrupter circuit breakers as indicated on Drawings. Do not use tandem circuit breakers.
- F. Current Limiting Molded Case Circuit Breakers: NEMA AB 1, circuit breakers with integral thermal and instantaneous magnetic trip in each pole, coordinated with automatically resetting current limiting elements in each pole. Interrupting rating 100,000 symmetrical amperes, let-through current and energy level less than permitted for same size NEMA FU 1, Class RK-5 fuse.
- G. Enclosure: NEMA PB 1, Type 1.
- H. Cabinet Box: 6 inches deep, 20 inches wide for 208 volt and less panelboards.
- I. Cabinet Front: Flush cabinet front with concealed trim clamps, concealed hinge, metal directory frame, and flush lock keyed alike. Finish in manufacturer's standard gray enamel.

PART 3 EXECUTION

3.1 EXISTING WORK

- A. Disconnect abandoned panelboards. Remove abandoned panelboards.

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- B. Maintain access to existing panelboard remaining active and requiring access. Modify installation or provide access panel.
- C. Clean and repair existing panelboards to remain or to be reinstalled.

3.2 INSTALLATION

- A. Install panelboards in accordance with NEMA PB 1.1.
- B. Install panelboards plumb.
- C. Install recessed panelboards flush with wall finishes.
- D. Height: 6 feet to top of panelboard; install panelboards taller than 6 feet with bottom no more than 4 inches above floor.
- E. Install filler plates for unused spaces in panelboards.
- F. Provide typed or neatly handwritten circuit directory for each branch circuit panelboard. Revise directory to reflect circuiting changes to balance phase loads.
- G. Install engraved plastic nameplates in accordance with Section 26 05 53.
- H. Ground and bond panelboard enclosure according to Section 26 05 26. Connect equipment ground bars of panels in accordance with NFPA 70.

3.3 FIELD QUALITY CONTROL

- A. See DDC General Conditions
- B. Inspect and test in accordance with NETA ATS, except Section 4.
- C. Perform circuit breaker inspections and tests listed in NETA ATS, Section 7.6.
- D. Perform switch inspections and tests listed in NETA ATS, Section 7.5.
- E. Perform controller inspections and tests listed in NETA ATS, Section 7.16.1.

3.4 ADJUSTING

- A. See DDC General Conditions
- B. Measure steady state load currents at each panelboard feeder; rearrange circuits in panelboard to balance phase loads to within 20 percent of each other. Maintain proper phasing for multi-wire branch circuits.



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END OF SECTION

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SECTION 26 27 16 - ELECTRICAL CABINETS AND ENCLOSURES

PART 1 GENERAL

1.1 SUMMARY

- A. Section includes hinged cover enclosures, cabinets, terminal blocks, and accessories.
- B. Related Sections:
 - 1. Section 26 05 26 - Grounding and Bonding for Electrical Systems.
 - 2. Section 26 05 33 - Raceway and Boxes for Electrical Systems.

1.2 REFERENCES

- A. National Electrical Manufacturers Association:
 - 1. NEMA 250 - Enclosures for Electrical Equipment (1000 Volts Maximum).
 - 2. NEMA ICS 4 - Industrial Control and Systems: Terminal Blocks.

1.3 SUBMITTALS

- A. See DDC General Conditions
- B. Product Data: Submit manufacturer's standard data for enclosures, cabinets, and terminal blocks.
- C. Manufacturer's Installation Instructions: Submit application conditions and limitations of use stipulated by product testing agency specified under Regulatory Requirements. Include instructions for storage, handling, protection, examination, preparation, and installation of product.

PART 2 PRODUCTS

2.1 HINGED COVER ENCLOSURES

- A. Manufacturers:
 - 1. Carlon Electrical Products
 - 2. Hubbell Wiring Devices
 - 3. Reliance Electric
 - 4. Approved Equal.
- B. Construction: NEMA 250, Type 1 steel enclosure.



- C. Covers: Continuous hinge, held closed by flush latch operable by key.
- D. Furnish interior metal panel for mounting terminal blocks and electrical components; finish with white enamel.
- E. Enclosure Finish: Manufacturer's standard enamel.

2.2 CABINETS

- A. Manufacturers:
 - 1. Carlon Electrical Products
 - 2. Hubbell Wiring Devices
 - 3. Reliance Electric
 - 4. Approved Equal.
- B. Boxes: Galvanized steel.
- C. Box Size: as indicated on Drawings.
- D. Backboard: Furnish 3/4 inch thick plywood backboard for mounting terminal blocks. Paint matte white.
- E. Fronts: Steel, surface type with concealed trim clamps, screw cover front, door with concealed hinge, and flush lock keyed to match branch circuit panelboard. Finish with gray baked enamel.
- F. Furnish metal barriers to form separate compartments wiring of different systems and voltages.
- G. Furnish accessory feet for free-standing equipment.

2.3 TERMINAL BLOCKS

- A. Manufacturers:
 - 1. Carlon Electrical Products
 - 2. Hubbell Wiring Devices
 - 3. Reliance Electric
 - 4. Approved Equal.
- B. Terminal Blocks: NEMA ICS 4.
- C. Power Terminals: Unit construction type with closed back and tubular pressure screw connectors, rated 600 volts.



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- D. Signal and Control Terminals: Modular construction type, suitable for channel mounting, with tubular pressure screw connectors, rated 300 volts.
- E. Furnish ground bus terminal block, with each connector bonded to enclosure.

PART 3 EXECUTION

3.1 EXISTING WORK

- A. Remove abandoned cabinets and enclosures, including abandoned cabinets and enclosures above accessible ceiling finishes. Patch surfaces.
- B. Maintain access to existing cabinets and enclosures and other installations remaining active and requiring access. Modify installation or provide access panel.
- C. Extend existing cabinets and enclosures using materials and methods compatible with existing electrical installations, or as specified.
- D. Clean and repair existing cabinets and enclosures to remain or to be reinstalled.

3.2 INSTALLATION

- A. Install enclosures and boxes plumb. Anchor securely to wall and structural supports at each corner in accordance with Section 26 05 29.
- B. Install cabinet fronts plumb.

3.3 CLEANING

- A. See DDC General Conditions
- B. Clean electrical parts to remove conductive and harmful materials.
- C. Remove dirt and debris from enclosure.
- D. Clean finishes and touch up damage.

END OF SECTION



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SECTION 26 27 26 - WIRING DEVICES

PART 1 GENERAL

1.1 SUMMARY

- A. Section includes wall switches; wall dimmers; receptacles; multi-outlet assembly; and device plates and decorative box covers.
- B. Related Sections:
 - 1. Section 26 05 33 - Raceway and Boxes for Electrical Systems: Outlet boxes for wiring devices.
 - 2. Section 26 05 34 - Floor Boxes for Electrical Systems: Service fittings for receptacles installed on floor boxes, Poke-through receptacles

1.2 REFERENCES

- A. National Electrical Manufacturers Association:
 - 1. NEMA WD 1 - General Requirements for Wiring Devices.
 - 2. NEMA WD 6 - Wiring Devices-Dimensional Requirements.

1.3 SUBMITTALS

- A. See DDC General Conditions
- B. Product Data: Submit manufacturer's catalog information showing dimensions, colors, and configurations.

PART 2 PRODUCTS

2.1 WALL SWITCHES

- A. Manufacturers:
 - 1. Lutron
 - 2. Eagle Electric
 - 3. Hubbell
 - 4. Approved Equal.
- B. Product Description: NEMA WD 1, General-Duty, AC only general-use snap switch.
- C. Body and Handle: Ivory plastic with rocker handle.



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- D. Ratings:
 - 1. Voltage: 120 volts, AC.
 - 2. Current: 20 amperes.

2.2 WALL DIMMERS

- A. Manufacturers:
 - 1. Lutron
 - 2. Lightolier
 - 3. Leviton
 - 4. Approved Equal.
- B. Product Description: NEMA WD 1, Type semiconductor dimmer for incandescent lamps.
- C. Body and Handle: Ivory plastic with linear slide.
- D. Voltage: 120 volts.
- E. Power Rating: to match lighting load on drawing.

2.3 RECEPTACLES

- A. Manufacturers:
 - 1. Leviton
 - 2. Eagle Electric
 - 3. Hubbell
 - 4. Approved Equal.
- B. Product Description: NEMA WD 1, General-duty general use receptacle.
- C. Device Body: Ivory plastic.
- D. Configuration: NEMA WD 6, type.
- E. Convenience Receptacle: Type 5-20.
- F. GFCI Receptacle: Convenience receptacle with integral ground fault circuit interrupter to meet regulatory requirements.

2.4 WALL PLATES

- A. Manufacturers:
 - 1. Lutron Model Nova T-Star
 - 2. Eagle Electric
 - 3. Siemens Co.



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4. Approved Equal.
 - B. Decorative Cover Plate: Ivory, smooth lined.
 - C. Jumbo Cover Plate: Ivory, smooth lined.
 - D. Weatherproof Cover Plate: Gasketed cast metal plate with hinged and gasketed device cover.

PART 3 EXECUTION

3.1 EXAMINATION

- A. See DDC General Conditions
- B. Verify outlet boxes are installed at proper height.
- C. Verify wall openings are neatly cut and completely covered by wall plates.
- D. Verify branch circuit wiring installation is completed, tested, and ready for connection to wiring devices.

3.2 PREPARATION

- A. Clean debris from outlet boxes.

3.3 EXISTING WORK

- A. Disconnect and remove abandoned wiring devices.
- B. Modify installation to maintain access to existing wiring devices to remain active.
- C. Clean and repair existing wiring devices to remain or to be reinstalled.

3.4 INSTALLATION

- A. Install devices plumb and level.
- B. Install switches with OFF position down.
- C. Install wall dimmers to achieve full rating specified and indicated after derating for ganging as instructed by manufacturer.
- D. Do not share neutral conductor on load side of dimmers.



- E. Install receptacles with grounding pole on bottom.
- F. Connect wiring device grounding terminal to outlet box with bonding jumper.
- G. Install decorative plates on switch, receptacle, and blank outlets in finished areas.
- H. Connect wiring devices by wrapping solid conductor around screw terminal. Install stranded conductor for branch circuits 10 AWG and smaller. When stranded conductors are used in lieu of solid, use crimp on fork terminals for device terminations. Do not place bare stranded conductors directly under device screws.
- I. Use jumbo size plates for outlets installed in masonry walls.
- J. Install galvanized steel plates on outlet boxes and junction boxes in unfinished areas, above accessible ceilings, and on surface mounted outlets.

3.5 INTERFACE WITH OTHER PRODUCTS

- A. Coordinate locations of outlet boxes provided under Section 26 05 33 to obtain mounting heights as specified and as indicated on drawings.
- B. Install wall switch 48 inches above finished floor.
- C. Install convenience receptacle 18 inches above finished floor.
- D. Install convenience receptacle 6 inches above counter mounted horizontally.
- E. Install dimmer 48 inches above finished floor.
- F. Coordinate installation of wiring devices with floor box service fittings provided under Section 26 05 34.

3.6 FIELD QUALITY CONTROL

- A. See DDC General Conditions
- B. Inspect each wiring device for defects.
- C. Operate each wall switch with circuit energized and verify proper operation.
- D. Verify each receptacle device is energized.
- E. Test each receptacle device for proper polarity.
- F. Test each GFCI receptacle device for proper operation.



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3.7 ADJUSTING

- A. See DDC General Conditions
- B. Adjust devices and wall plates to be flush and level.

3.8 CLEANING

- A. See DDC General Conditions
- B. Clean exposed surfaces to remove splatters and restore finish.

END OF SECTION



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SECTION 26 28 13 – FUSES

GENERAL

1.1 SUMMARY

- A. Section includes fuses.

1.2 REFERENCES

- A. National Electrical Manufacturers Association:
 - 1. NEMA FU 1 - Low Voltage Cartridge Fuses.

1.3 ENGINEERING REQUIREMENTS

- A. Select fuses to provide appropriate levels of short circuit and overcurrent protection for the following components: wire, cable, bus structures, and other equipment. Install system to maintain component damage within acceptable levels during faults.
- B. Select fuses to coordinate with time current characteristics of other overcurrent protective elements, including other fuses, circuit breakers, and protective relays. Install system to maintain operation of device closest to fault operates.

1.4 FUSE PERFORMANCE REQUIREMENTS

- A. Main Service Switches Larger than 600 amperes: Class L (time delay).
- B. Main Service Switches: Class RK1 (time delay).
- C. Power Load Feeder Switches: Class RK1 (time delay).
- D. Motor Load Feeder Switches: Class RK1 (time delay).
- E. Lighting Load Feeder Switches: Class RK1 (time delay).
- F. Other Feeder Switches Larger than 600 amperes: Class L time delay.
- G. Other Feeder Switches: Class RK1 (time delay).
- H. General Purpose Branch Circuits: Class RK1 (time delay).
- I. Motor Branch Circuits: Class RK1 (time delay).
- J. Lighting Branch Circuits: Class G.



1.5 SUBMITTALS

- A. See DDC General Conditions
- B. Product Data: Submit data sheets showing electrical characteristics, including time-current curves.

1.6 CLOSEOUT SUBMITTALS

- A. See DDC General Conditions
- B. Project Record Documents: Record actual sizes, ratings, and locations of fuses.

PART 2 PRODUCTS

2.1 FUSES

- A. Fuses of type and voltage required, shall have a minimum interrupting rating of 200,000 R.M.S. amperes and be the equal of Bussmann or Gould Shawmut.
 - 1. 600 Amp and Below:
 - a. UL listed as class RK-1 and RK-5, similar to Bussman type Low Peak LPN-RK, 250 volt of Low Peak LPS-RK, 600 volt. Where intended for use in motor starters fuses shall be of the dual element, time-delay type. Provide with kit for rejecting all but class R fuses.
 - b. UL listed as class J, similar to Bussman time delay, type Low Peak LPJ, or quick acting Limitron JKS, 600 volt
 - 2. 601 to 6000 Amp:
 - a. UL listed as class L, time delay, current limiting type similar to Low-Peak KRP-C, 600 volt.
- B. All fuses shall be the product of the same manufacturer.

Approved Manufacturers

- 1. Bussman
 - 2. Gould Shawmut
 - 3. Mersen
 - 4. Approved equal
- C. Voltage: Rating suitable for circuit phase-to-phase voltage.



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PART 3 EXECUTION

3.1 EXISTING WORK

- A. Remove fuses from abandoned circuits.
- B. Maintain access to existing fuses and other installations remaining active and requiring access. Modify installation or provide access panel.

3.2 INSTALLATION

- A. Install fuse with label oriented so manufacturer, type, and size are easily read.

END OF SECTION



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SECTION 26 28 19 - ENCLOSED SWITCHES

PART 1 GENERAL

1.1 SUMMARY

- A. Section includes fusible and nonfusible switches.
- B. Related Sections:
 - 1. Section 26 28 13 - Fuses.

1.2 REFERENCES

- A. National Electrical Manufacturers Association:
 - 1. NEMA FU 1 - Low Voltage Cartridge Fuses.
 - 2. NEMA KS 1 - Enclosed and Miscellaneous Distribution Equipment Switches (600 Volts Maximum).
- B. International Electrical Testing Association:
 - 1. NETA ATS - Acceptance Testing Specifications for Electrical Power Distribution Equipment and Systems.

1.3 SUBMITTALS

- A. See DDC General Conditions
- B. Product Data: Submit switch ratings and enclosure dimensions.

1.4 CLOSEOUT SUBMITTALS

- A. See DDC General Conditions
- B. Project Record Documents: Record actual locations of enclosed switches and ratings of installed fuses.

PART 2 PRODUCTS

2.1 FUSIBLE SWITCH ASSEMBLIES

- A. Manufacturers:
 - 1. GE Electrical
 - 2. Hubbell Inc.
 - 3. Square D
 - 4. Approved Equal.



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- B. Product Description: NEMA KS 1, Type HD, enclosed load interrupter knife switch. Handle lockable in OFF position.
- C. Fuse clips: Designed to accommodate NEMA FU 1, Class R fuses.
- D. Enclosure: NEMA KS 1, to meet conditions. Fabricate enclosure from steel finished with manufacturer's standard gray enamel
 - 1. Interior Dry Locations: Type 1.
 - 2. Exterior Locations: Type 3R.
- E. Service Entrance: Switches identified for use as service equipment are to be labeled for this application. Furnish solid neutral assembly and equipment ground bar.
- F. Furnish switches with entirely copper current carrying parts.

2.2 NONFUSIBLE SWITCH ASSEMBLIES

- A. Manufacturers:
 - 1. GE Electrical
 - 2. Hubbell Inc.
 - 3. Square 'D'.
 - 4. Approved Equal.
- B. Product Description: NEMA KS 1, Type HD enclosed load interrupter knife switch. Handle lockable in OFF position.
- C. Enclosure: NEMA KS 1, to meet conditions. Fabricate enclosure from steel finished with manufacturer's standard gray enamel
 - 1. Interior Dry Locations: Type 1.
 - 2. Exterior Locations: Type 3R.
- D. Furnish switches with entirely copper current carrying parts.

2.3 SWITCH RATINGS

- A. Switch Rating: Horsepower rated for AC or DC as indicated on Drawings.
- B. Short Circuit Current Rating: UL listed for 200,000 rms symmetrical amperes when used with or protected by Class R or Class J fuses. 200,000 rms symmetrical amperes when used with or protected by Class L fuses (800-1200 ampere).



PART 3 EXECUTION

3.1 EXISTING WORK

- A. Disconnect and remove abandoned enclosed switches.
- B. Maintain access to existing enclosed switches and other installations remaining active and requiring access. Modify installation or provide access panel.
- C. Clean and repair existing enclosed switches to remain or to be reinstalled.

3.2 INSTALLATION

- A. Install enclosed switches plumb. Provide supports in accordance with Section 26 05 29.
- B. Height: 5 feet to operating handle.
- C. Install fuses for fusible disconnect switches. Refer to Section 26 28 13 for product requirements.
- D. Install engraved plastic nameplates in accordance with Section 26 05 53.
- E. Apply adhesive tag on inside door of each fused switch indicating NEMA fuse class and size installed.

3.3 FIELD QUALITY CONTROL

- A. See DDC General Conditions
- B. Inspect and test in accordance with NETA ATS, except Section 4.
- C. Perform inspections and tests listed in NETA ATS, Section 7.5.

END OF SECTION



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Enclosed Switches
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SECTION 26 29 13 - ENCLOSED CONTROLLERS

PART 1 GENERAL

1.1 SUMMARY

- A. Section includes manual and magnetic motor controllers in individual enclosures.
- B. Related Sections:
 - 1. Section 26 28 13 - Fuses.

1.2 REFERENCES

- A. National Electrical Manufacturers Association:
 - 1. NEMA AB 1 - Molded Case Circuit Breakers and Molded Case Switches.
 - 2. NEMA FU 1 - Low Voltage Cartridge Fuses.
 - 3. NEMA ICS 2 - Industrial Control and Systems: Controllers, Contactors, and Overload Relays, Rated Not More Than 2000 Volts AC or 750 Volts DC.
 - 4. NEMA ICS 5 - Industrial Control and Systems: Control Circuit and Pilot Devices.
 - 5. NEMA ICS 6 - Industrial Control and Systems: Enclosures.
 - 6. NEMA KS 1 - Enclosed and Miscellaneous Distribution Equipment Switches (600 Volts Maximum).
- B. International Electrical Testing Association:
 - 1. NETA ATS - Acceptance Testing Specifications for Electrical Power Distribution Equipment and Systems.

1.3 SUBMITTALS

- A. See DDC General Conditions
- B. Product Data: Submit catalog sheets showing voltage, controller size, ratings and size of switching and overcurrent protective devices, short circuit ratings, dimensions, and enclosure details.
- C. Test Reports: Indicate field test and inspection procedures and test results.

1.4 CLOSEOUT SUBMITTALS

- A. See DDC General Conditions



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- B. Project Record Documents: Record actual locations and ratings of enclosed controllers.
- C. Operation and Maintenance Data: Submit Replacement parts list for controllers.

PART 2 PRODUCTS

2.1 MANUAL MOTOR CONTROLLER

- A. Manufacturers:
 - 1. Square 'D'.
 - 2. General Electric
 - 3. Siemens
 - 4. Approved Equal
- B. Product Description: NEMA ICS 2, AC general-purpose, Class A, manually operated, full-voltage controller with overload element, red pilot light, Form 'C' auxiliary contact, and push button operator.
- C. Enclosure: NEMA ICS 6, Type 1 to meet conditions of installation.

2.2 FRACTIONAL-HORSEPOWER MANUAL CONTROLLER

- A. Manufacturers:
 - 1. Square 'D'.
 - 2. General Electric
 - 3. Siemens
 - 4. Approved Equal

2.3 MOTOR STARTING SWITCH

- A. Manufacturers:
 - 1. Square 'D'.
 - 2. General Electric
 - 3. Siemens
 - 4. Approved Equal

2.4 FULL-VOLTAGE NON-REVERSING CONTROLLERS

- A. Manufacturers:
 - 1. Square 'D'.
 - 2. General Electric
 - 3. Siemens



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- B. Product Description: NEMA ICS 2, AC general-purpose Class A magnetic controller for induction motors rated in horsepower.
- C. Control Voltage: 120 volts, 60 Hertz.
- D. Overload Relay: NEMA ICS 2.
- E. Product Features:
 - 1. Auxiliary Contacts: NEMA ICS 2, each normally field convertible contacts in addition to seal-in contact.
 - 2. Cover Mounted Pilot Devices: NEMA ICS 5, standard duty type.
 - 3. Pilot Device Contacts: NEMA ICS 5, Form Z, rated A150.
 - 4. Pushbuttons: Unguarded type.
 - 5. Indicating Lights: Transformer type.
 - 6. Selector Switches: Rotary type.
 - 7. Relays: NEMA ICS 2.
 - 8. Control Power Transformers: 120 volt secondary, 100 VA minimum, in each motor starter. Furnish fused secondary, and bond unfused leg of secondary to enclosure.
- F. Combination Controllers: Combine motor controllers with disconnect in common enclosure, using non-fusible switch conforming to NEMA KS 1, enclosed knife switch with externally operable handle.
- G. Enclosure: NEMA ICS 6, to meet conditions. Fabricate enclosure from steel finished with manufacturer's standard gray enamel.
 - 1. Interior Dry Locations: Type 1.
 - 2. Exterior Locations: Type 3R.

PART 3 EXECUTION

3.1 EXISTING WORK

- A. Disconnect and remove abandoned enclosed motor controllers.
- B. Maintain access to existing enclosed motor controllers and other installations to remain active and to require access. Modify installation or provide access panel.
- C. Clean and repair existing enclosed motor controllers to remain or to be reinstalled.

3.2 INSTALLATION

- A. Install enclosed controllers plumb. Provide supports in accordance with Section 26 05 29.



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- B. Height: 5 feet to operating handle.
- C. Install fuses for fusible switches. Refer to Section 26 28 13 for product requirements.
- D. Select and install overload heater elements in motor controllers to match installed motor characteristics.
- E. Install engraved plastic nameplates. Refer to Section 26 05 53 for product requirements and location.
- F. Neatly type label and place inside each motor controller door identifying motor served, nameplate horsepower, full load amperes, code letter, service factor, and voltage/phase rating. Place label in clear plastic holder.

3.3 FIELD QUALITY CONTROL

- A. See DDC General Conditions
- B. Inspect and test in accordance with NETA ATS, except Section 4.
- C. Perform inspections and tests listed in NETA ATS, Section 7.16.1.

END OF SECTION



SECTION 26 51 00 - INTERIOR LIGHTING

PART 1 GENERAL

1.1 SUMMARY

- A. Section includes interior luminaires, lamps, ballasts, and accessories.
- B. Related Sections:
 - 1. Section 26 05 26 - Grounding and Bonding for Electrical Systems.
 - 2. Section 26 05 33 - Raceway and Boxes for Electrical Systems.
 - 3. Section 26 52 00 - Emergency Lighting.

1.2 REFERENCES

- A. American National Standards Institute:
 - 1. ANSI C82.1 - American National Standard for Lamp Ballast-Line Frequency Fluorescent Lamp Ballast.
 - 2. ANSI C82.4 - American National Standard for Ballasts-for High-Intensity-Discharge and Low-Pressure Sodium Lamps (Multiple-Supply Type).

1.3 SUBMITTALS

- A. See DDC General Conditions
- B. Shop Drawings: Indicate dimensions and components for each luminaire not standard product of manufacturer.
- C. Product Data: Submit dimensions, ratings, and performance data.

1.4 FIELD MEASUREMENTS

- A. Verify field measurements prior to fabrication.

PART 2 PRODUCTS

2.1 INTERIOR LUMINAIRES

- A. Product Description: Complete interior luminaire assemblies, with features, options, and accessories as scheduled.
- B. See DDC General Conditions



2.2 FLUORESCENT BALLASTS

A. Manufacturers:

1. Advance.
2. General Electric Co.
3. Hubbell Lighting
4. Magnetek Inc
5. Pass & Seymour
6. Philips Electronic North America
7. Thomas Industries, Inc.
8. Bodine.
9. Approved Equal.

B. Product Description: Electronic ballast less than 10 percent THD for lamps specified, with voltage to match luminaire voltage.

2.3 HIGH INTENSITY DISCHARGE (HID) BALLASTS

A. Manufacturers:

1. Advance.
2. General Electric Co.
3. Philips Electronics North America.
4. Radiant Lamp Co.
5. Siemens Corp.
6. Venture Lighting International Inc.
7. Approved Equal.

B. Product Description: ANSI C82.4, metal halide high pressure sodium lamp ballast, suitable for lamp specified, with voltage to match luminaire voltage.

2.4 FLUORESCENT DIMMING BALLASTS AND CONTROLS

A. Manufacturers:

1. Advance
2. Lutron.
3. General Electric Co.
4. Philips Electronics of America.
5. Pass & Seymour.
6. Thomas Industries.
7. Approved Equal.

B. Product Description: Electrical assembly of control unit and ballast to furnish smooth dimming of fluorescent lamps.

C. Control Unit: Linear slide type, rated 1500 watts at 120 volts.



- D. Ballast: Selected by dimming system manufacturer as suitable for operation with control unit and suitable for lamp type and quantity specified for luminaire.

2.5 INCANDESCENT LAMPS

- A. Manufacturers:
1. Sylvania.
 2. General Electric Co.
 3. Hanson Industries.
 4. Lithonia Lighting.
 5. Neo-Ray Products.
 6. Philips Electronics North America.
 7. RCS Industries Co.
 8. Radiant Lighting.
 9. Approved Equal.

2.6 FLUORESCENT LAMPS

- A. Manufacturers:
1. Sylvania
 2. General Electric Co.
 3. Hubbell Inc.
 4. Lithonia Lighting.
 5. Philips Electronics.
 6. Siemens Corp.
 7. Approved Equal.

2.7 HID LAMPS

- A. Manufacturers:
1. Sylvania
 2. General Electric Co.
 3. Philips Electronic North America.
 4. RCS Industries North America.
 5. Siemens Corp.
 6. Approved equal

PART 3 EXECUTION

3.1 EXISTING WORK

- A. Disconnect and remove abandoned luminaires, lamps, and accessories.



- B. Extend existing interior luminaire installations using materials and methods compatible with existing installations, or as specified.
- C. Clean and repair existing interior luminaires to remain or to be reinstalled.

3.2 INSTALLATION

- A. Install suspended luminaires using pendants supported from swivel hangers. Install pendant length required to suspend luminaire at indicated height.
- B. Support luminaires larger than 2 x 4 foot size independent of ceiling framing.
- C. Locate recessed ceiling luminaires as indicated on reflected ceiling plan.
- D. Install surface mounted luminaires plumb and adjust to align with building lines and with each other. Secure to prevent movement.
- E. Exposed Grid Ceilings: Support surface-mounted luminaires on grid ceiling directly from building structure.
- F. Install recessed luminaires to permit removal from below.
- G. Install recessed luminaires using accessories and firestopping materials to meet regulatory requirements for fire rating.
- H. Install clips to secure recessed grid-supported luminaires in place.
- I. Install wall-mounted luminaires at height as indicated on Drawings as scheduled.
- J. Install accessories furnished with each luminaire.
- K. Connect luminaires to branch circuit outlets provided under Section 26 05 33 .using flexible conduit.
- L. Make wiring connections to branch circuit using building wire with insulation suitable for temperature conditions within luminaire.
- M. Install specified lamps in each luminaire.

3.3 FIELD QUALITY CONTROL

- A. See DDC General Conditions
- B. Operate each luminaire after installation and connection. Inspect for proper connection and operation.



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3.4 ADJUSTING

- A. See DDC General Conditions
- B. Aim and adjust luminaires.

3.5 CLEANING

- A. See DDC General Conditions
- B. Remove dirt and debris from enclosures.
- C. Clean photometric control surfaces as recommended by manufacturer.
- D. Clean finishes and touch up damage.

3.6 PROTECTION OF FINISHED WORK

- A. See DDC General Conditions
- B. Clean reflectors, Lens and relamp luminaires at Substantial Completion.

PART 4 – LIGHTING FIXTURE SCHEDULE

TYPE	DESCRIPTION	MANUFACTURER CATALOG #	LAMP QTY.	INPUT WATT	LAMP MFG. & CAT. #	VOLTS	LOCATION & NOTES
L01	General: Surface mounted fluorescent wall light for (1) lamp cross section. Components: Flush/flat satin acrylic snap-in lens, sheet steel reflectors and end caps. Finish: As selected per Commissioner. Equipment: Electronic Rapid start ballast, with emergency battery pack/circuit. Housing: Extruded Aluminum: nominal 48" L x 4" W x 4" H. Listing: UL	Axis : Beam 4 BBS-S-4-NL-T8-1-FINISH-UNV-ERS-1E#-SC-B#; LiteControl: MOD S-D-4414T8 SGL Finish-ELB-1CWQ-EF Voltage; Prudential: P40-1T8-04-SAL Finish-D1-SC-UNV SUR-Ceiling-EM; Or Approved Equal	1	32	Philips : T8 Fluorescent 3500K - 20,000hr 4ft nominal length F32T8/TL835/ ALTO Or Approved Equal	As per Commis sioner	Location(s): 1. Restroom Notes: 1. GC/EC to verify mounting type with Commissioner. 2. Provide emergency battery pack per Commissioner. 3. Coordinate mounting with wall field conditions.



L01A	<p>General: Surface mounted fluorescent wall light for (1) lamp cross section. Components: Flush/flat satin acrylic snap-in lens, sheet steel reflectors and end caps. Finish: As selected per Commissioner. Equipment: Electronic Rapid start ballast, with emergency battery pack/circuit. Housing: Extruded Aluminum: nominal 10' L x 4" W x 4" H. Listing: UL</p>	<p>Axis : Beam 4 BBS-S-S10-NL-T8-1-FINISH-UNV-ERS-1E#-SC-B#;</p> <p>LiteControl: MOD S-D-44-Continuous run-T8-SGL-Finish-ELB-1CWQ-EF-Voltage;</p> <p>Prudential: P40-1T8-R10-SAL Finish-D1-SC-UNV SUR-Ceiling-EM;</p> <p>Or Approved Equal</p>	(2) 3 ft (1) 4 ft	82	<p>Philips : T8 Fluorescent 3500K - 20,000hr 4ft nominal length F32T8/TL835/ALTO 3ft nominal length F25T5/835/ALTO</p> <p>Or Approved Equal</p>	As per Commissioner	<p>Location(s): 1. Restroom</p> <p>Notes: 1. GC/EC to verify mounting type with Commissioner. 2. Provide emergency battery pack per Commissioner. 3. Coordinate mounting with wall field conditions.</p>
L01B	<p>General: Surface mounted fluorescent wall light for (1) lamp cross section. Components: Flush/flat satin acrylic snap-in lens, sheet steel reflectors and end caps. Finish: As selected per Commissioner. Equipment: Electronic Rapid start ballast, with emergency battery pack/circuit. Housing: Extruded Aluminum: nominal 15' L x 4" W x 4" H. Listing: UL</p>	<p>Axis : Beam 3 BBS-S-S15-NL-T8-1-FINISH-UNV-ERS-1E#-SC-B#;</p> <p>LiteControl: MOD S-D-44-Continuous run-T8-SGL-Finish-ELB-1CWQ-EF-Voltage;</p> <p>Prudential: P40-1T8-R15-SAL Finish-D1-SC-UNV SUR-Ceiling-EM;</p> <p>Or Approved Equal</p>	(1) 3 ft (3) 4 ft	153	<p>Philips : T8 Fluorescent 3500K - 20,000hr 4ft nominal length F32T8/TL835/ALTO 3ft nominal length F25T5/835/ALTO</p> <p>Or Approved Equal</p>	As per Commissioner	<p>Location(s): 1. Restroom</p> <p>Notes: 1. GC/EC to verify mounting type with Commissioner. 2. Provide emergency battery pack per Commissioner. 3. Coordinate mounting with wall field conditions.</p>
L02	<p>General: Recessed LED shower light. Trim & Reflector: 4 7/16" square, overlapping flange flat trim plate with 1 5/8" square aperture. Accessories: Standard frosted glass lens. Finish: As selected by Commissioner. Equipment: Integral electronic driver. Housing: Galvanized steel: 15 3/8" W x 10" L x 5 1/2" H. Listing: UL wet location.</p>	<p>Contrast : Trim LEDS315-FINISH-3-W-2 Housing NWLED300LU2;</p> <p>WAC : Trim HR-LED471-Finish Housing HR-LED418-N-SQ-W;</p> <p>Or Approved Equal</p>	1	18	LED, 3000K warm white integral to fixture.	120:12v	<p>Location(s): 1. Shower</p>
L03	<p>General: Surface mounted linear fluorescent luminaire with single lamp cross section. Components: Square profile, white acrylic diffuser. Accessories: n.a. Finish: As selected per Commissioner. Equipment: Rapid start electronic ballast. Housing: 20 g steel with aluminum endplates. 48" L x 1 1/2"W x 3" H. Listing: UL</p>	<p>Prudential : Halfsnap HSS-1T5HO-WA-FINISH-UNV-SUR-X3-EML/EMH;</p> <p>HE Williams: LLMS--4-1-54T5HO Fixture Type-SCEM/ISL54-EB1-UNV;</p> <p>Or Approved Equal</p>	1	54	<p>Philips : T5 High Output Fluorescent 3500K - 25,000hr 4ft nominal length F54T5/835/HO ALTO</p> <p>Or Approved Equal</p>	As per Commissioner	<p>Location(s): 1. Multiple</p> <p>Notes: 1. GC/EC to verify mounting type with Commissioner. 2. Provide emergency battery pack per Commissioner</p>



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L03A	<p>General: Surface mounted linear fluorescent luminaire with single lamp cross section. Components: Square profile, white acrylic diffuser. Accessories: n.a. Finish: As selected per Commissioner. Equipment: Rapid start electronic ballast. Housing: 20g steel with aluminum endplates. 48" L x 1 1/2" W x 3" H. Listing: UL</p>	<p>Prudential : Halfsnap HSS-1T8-WA-FINISHUNV-SUR-X3-EML/EMH; HE Williams: LLMS-4-1-32-Fixture Type-SC-EM/SL54-EB1-UNV; Or Approved Equal</p>	1	32	<p>Philips : T8 Fluorescent 3500K - 20,000hr 4ft nominal length F32T8/TL835/ALTO Or Approved Equal</p>	As per Commissioner	<p>Location(s): 1. Throughout Notes: 1. GC/EC to verify mounting type with Commissioner. 2. Provide emergency battery pack per Commissioner</p>
L04	<p>General: Ceiling/surface mounted fluorescent striplight for one (1) lamp cross section. Components: CRS reflector. Accessories: Wire guard, chain hanger joint. Finish: As selected per Commissioner. Equipment: Integral electronic ballast, emergency battery pack. Housing: 20 ga. CRS. nominal 48" L x 3-3/8" W x 4-1/4" H. Listing: UL</p>	<p>Prudential : P101-WG-1T8-04-FINISH-UNV-EMHCHJ; HE Williams: 75-4-32-EM-WG-7514-EB1-UNV; Or Approved Equal</p>	1	32	<p>Philips : T8 Fluorescent 3500K - 20,000hr 4ft nominal length F32T8/TL835/ALTO Or Approved Equal</p>	As per Commissioner	<p>Location(s): 1. Throughout Notes: 1. GC/EC to verify mounting type with Commissioner. 2. Provide emergency battery pack per Commissioner</p>
L05	<p>General: Surface mounted fluorescent wall light for (1) lamp cross section. Components: Flush/flat satin acrylic snap-inlens, sheet steel reflectors and end caps. Finish: As selected per Commissioner. Equipment: Electronic Rapid start ballast, with emergency battery pack/circuit. Housing: Extruded Aluminum: nominal 48" L x 4" W x 4" H. Listing: UL</p>	<p>Axis : Beam 4 BBS-S-4-NL-T5HO-1-FINISH-UNV-ERS-1-SC; LiteControl: MOD S-D-4414T5HO-SGLFinish-ELB-1CWQVoltage; Prudential: P40-1T5HO-04-SAL Finish-D1-SC-UNV SUR-Ceiling; Or Approved Equal</p>	1	32	<p>Philips : T8 Fluorescent 3500K - 20,000hr 4ft nominal length F32T8/TL835/ALTO Or Approved Equal</p>	As per Commissioner	<p>Location(s): 1. Computer Room Notes: 1. GC/EC to verify mounting type with Commissioner. 2. Coordinate mounting with wall condition..</p>
L06	<p>General: Surface mounted miniature fluorescent striplight for one (1) lamp. Accessories: Plexiglass cover. Finish: White. Equipment: Integral electronic ballast. Housing: Steel. 29/32" W x 1 5/16" H x 24". Listing: UL</p>	<p>Hera : SlimLite XL 14w/23 1/8": ES22; Sistemalux : Strip T5 ST 114; Or Approved Equal</p>	1	14	<p>Philips : T5 Standard Output Fluorescent 3500K - 20,000hr 2ft nominal length F14T5/835/ALTO Or Approved Equal</p>	120v	<p>Location(s): 1. Throughout Notes: 1. Commissioner to verify lengths. 1. GC/EC to verify lengths and mounting hardware, connecting cables, hardware boxes, etc. prior to ordering.</p>



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L06A	<p>General: Surface mounted miniature fluorescent striplight for one (1) lamp. Accessories: Plexiglass cover. Finish: White. Equipment: Integral electronic ballast. Housing: Steel. 29/32" W x 1 5/16" H x 48" L. Listing: UL</p>	<p>Hera : SlimLite XL 28w/46 3/4": ES46;</p> <p>Sistemalux : Strip T5 ST 128;</p> <p>Or Approved Equal</p>	1	28	<p>Philips : T5 Standard Output Fluorescent 4ft nominal length F28T5/835/ALT O</p> <p>Or Approved Equal</p>	120v	<p>Location(s): 1. Throughout Notes: 1. Commissioner to verify lengths. 1. GC/EC to verify lengths and mounting hardware, connecting cables, hard- wire boxes, etc. prior to ordering.</p>
L07	<p>General: Recessed mounted fluorescent striplight for (2) lamp cross section. Components: Snap-in acrylic lens, sheet steel reflectors and end caps. Finish: As selected per Commissioner. Equipment: Electronic Rapid start ballast, with emergency battery pack/circuit. Housing: Extruded Aluminum: nominal 48" L x 4" W x 4" H. Listing: UL</p>	<p>Axis : Beam 4 BBR-S-FL-4-NL4-T8-2- FINISH-UNV-ERS- 1E#-MOUNTING-B#;</p> <p>Prudential: P43-2T8-04-SAL Finish-D1-SC-UNV Ceiling-EM;</p> <p>Or Approved Equal</p>	2	64	<p>Philips : T8 Fluorescent 3500K - 20,000hr 4ft nominal length F32T8/TL835/ ALTO</p> <p>Or Approved Equal</p>	As per Commis sioner	<p>Location(s): 1. Office Notes: 1. GC/EC to verify mounting type with Commissioner. 2. Provide emergency battery pack per Commissioner.</p>
L07A	<p>General: Recessed mounted fluorescent striplight for (1) lamp cross section. Components: Snap-in acrylic lens, sheet steel reflectors and end caps. Finish: As selected per Commissioner. Equipment: Electronic Rapid start ballast, with emergency battery pack/circuit. Housing: Extruded Aluminum: nominal 8' L x 4" W x 4" H. Listing: UL</p>	<p>Axis : Beam 4 BBR-S-FL-8-NL4-T8-1- FINISH-UNV-ERS- 1E#-DS-B#;</p> <p>Prudential: P43-1T8-08-SALFinish- D1-SC-UNV-X7-EM;</p> <p>Or Approved Equal</p>	1	32	<p>Philips : T8 Fluorescent 3500K - 20,000hr 4ft nominal length F32T8/TL835/ ALTO</p> <p>Or Approved Equal</p>	As per Commis sioner	<p>Location(s): 1. Meeting Room Notes: 1. GC/EC to verify mounting type with Commissioner. 2. Provide emergency battery pack per Commissioner.</p>
L07B	<p>General: Recessed mounted fluorescent striplight for (2) lamp cross section. Components: Snap-in acrylic lens, sheet steel reflectors and end caps. Finish: As selected per Commissioner. Equipment: Electronic Rapid start ballast, with emergency battery pack/circuit. Housing: Extruded Aluminum: nominal 48" L x 4" W x 4" H. Listing: UL</p>	<p>Axis : Beam 4 BBR-S-FL-4-NL4-T8-2- FINISH-UNV-ERS- 1E#-MOUNTING-B#;</p> <p>Prudential: P43-2T8-04-SALFinish- D1-SC-UNV-X7-EM;</p> <p>Or Approved Equal</p>	2	64	<p>Philips : T8 Fluorescent 3500K - 20,000hr 4ft nominal length F32T8/TL835/ ALTO</p> <p>Or Approved Equal</p>	As per Commis sioner	<p>Location(s): 1. Computer Room Notes: 1. GC/EC to verify mounting type with Commissioner. 2. Provide emergency battery pack per Commissioner.</p>



L07C	<p>General: Recessed mounted fluorescent striplight for (1) lamp cross section. Components: Snap-in acrylic lens, sheet steel reflectors and end caps. Finish: As selected per Commissioner.</p> <p>Equipment: Electronic Rapid start ballast, with emergency battery pack/circuit. Housing: Extruded Aluminum: nominal 48" L x 4" W x 4" H. Listing: UL</p>	<p>Axis : Beam 4 BBR-S-FL-4-NL4-T8-1-FINISH-UNV-ERS-1E#-MOUNTING-B#;</p> <p>Prudential: P43-1T8-04-SALFinish-D1-SC-UNV-X7-EM;</p> <p>Or Approved Equal</p>	1	32	<p>Philips : T8 Fluorescent 3500K - 20,000hr 4ft nominal length F32T8/TL835/ ALTO</p> <p>Or Approved Equal</p>	As per Commis sioner	<p>Location(s): 1. Throughout Notes: 1. GC/EC to verify mounting type with Commissioner. 2. Provide emergency battery pack per Commissioner.</p>
L08	<p>General: Surface mounted fluorescent striplight/channel for two lamps with overlapping cross section. Fixture has adjustable overlapping stagger. GC/EC to install with 6" overlapping stagger. Components: Sliding steel channels. Rotational locking lamp holders; Pittcon custom light pocket. Finish: High reflectance white. Equipment: Electronic high power factor ballast. Housing: 20 ga. steel, 3-7/16" W x 2-5/8" H (with lamps) by variable length. Listing: UL</p>	<p>Bartco Lighting : BFLFS-T832-UNV;</p> <p>HE Williams : 74T-4-32-EB2-UNV;</p> <p>Birchwood: WP-T8-1STSAS-4- Finish-Voltage-EB;</p> <p>Pittcon Light Pocket SLP-700-800</p> <p>Or Approved Equal</p>	2	64	<p>Philips : T8 Fluorescent 3500K - 20,000hr 4ft nominal length F32T8/TL835/ ALTO</p> <p>Or Approved Equal</p>	By Commis sioner/ EC	<p>Location(s): 1. Throughout Notes: 1. Coordinate stagger to produce continuous light along slot width.</p>
L09	<p>General: Recessed adjustable 3 1/2" bevel round aperture LED downlight. Components: 362° horizontal locking, 40° vertical locking, overlap trim. Accessories: Regressed solite Glass Lens. Finish: As selected by Commissioner.</p> <p>Equipment: Solid State Electronic. Housing: New construction housing 16-6/8" L x 13"W x 6-7/8" H Listing: UL Wet listed.</p>	<p>USAI: BeveLED: 3231W-B1-S-(finish)-LRTA4-8416-C2-30KS-(reflector)-NC-(voltage)-W-solite lens;</p> <p>Element: Housing E4R-F-XI30-25-A-I Voltage</p> <p>Trim E4R-Ceiling-B-H Finish;</p> <p>Or Approved Equal</p>	1	16	<p>LED, 3000K warm white, 80+CRI integral to fixture.</p> <p>Min. 1425 source lumens</p>	As per Commis sioner	<p>Location(s): 1. Exterior Notes: 1. Finish to be confirmed by Commissioner. 2. GC/EC to coor'd housing with specified ceiling condition prior to order.</p>
L10	<p>General: Wall surface mounted LED exterior full cutoff downlight. Components: Door Frame, Type III Distribution, aluminum guard, full cutoff. Finish: As selected by Commissioner.</p> <p>Equipment: Electronic LED driver. Housing: Die-cast aluminum: 16 1/4" W x 7" H x 9" Deep. Listing: UL listed for wet location.</p>	<p>Gardco: 101L-3-35-WW-UNIV Finish;</p> <p>Or Approved Equal</p>	1	35	<p>LED, 3000K warm white, 80+CRI integral to fixture.</p>	As per Commis sioner	<p>Location(s): 1. Exterior</p>
L11	<p>General: Wall surface mounted LED exterior full cutoff downlight. Components: Door Frame, Type III Distribution, aluminum guard, full cutoff. Finish: As selected by Commissioner.</p> <p>Equipment: Electronic LED driver. Housing: Die-cast aluminum: 16 1/4" W x 7" H x 9" Deep. Listing: UL listed for wet location.</p>	<p>Gardco : 101L-3-55-WW- UNIVFinish;</p> <p>Or Approved Equal</p>	1	55	<p>LED, 3000K warm white, 80+CRI integral to fixture.</p>	As per Commis sioner	<p>Location(s): 1. Exterior</p>



L12	General: Surface mounted electrified lighting track Components: 2 circuit, 2 neutrals, insulated bus-bars. Finish: as selected by Commissioner Equipment: Powerfeed, endcap. Housing: Extruded aluminum Listing: UL	Amerlux: TEK44 4'(48")-FINISH COMPONENTS FINISH; Juno: TEK44-FINISH; Or Approved Equal	N/A	N/A	N/A	120v	Location(s): 1. Lobby Notes: 1. Coordinate mounting and wiring with ceiling conditions. 2. Provide all Components required for full functioning system. 3. Must be compatible with L13.
L12A	General: Recessed mounted electrified lighting track. Components: Recessed extruded aluminum jacket 2 circuit, polyvinyl insulators. Finish: As selected by Commissioner Equipment: Power feed, end cap. Housing: Extruded aluminum Listing: UL	Altman Lighting: ASL-2012-COLOR Recessed Jacket: ASL-FTP-248 COLOR; Juno: TEK412-FINISH Recessed Jacket: ASL-FTP-248 COLOR; Or Approved Equal	N/A	N/A	N/A	120v	Location(s): 1. Gallery Notes: 1. Coordinate mounting and wiring with ceiling conditions. 2. Provide all components required for full functioning system. 3. Must be compatible with L13.
L13	General: Track mounted adjustable accent, nominal 2 5/16" dia. aperture Components: 0-180° tilt, 360° rotation. Accessories: Snoot accessory holder, hexcell louver, solite lens. Finish: as selected by Commissioner Equipment: integral electronic constant current LED driver, dimmable 100% - 10%. Housing: die-cast aluminum Listing: CSA	Amerlux: Hornet-15-LED-EFinish-TEK-120-SP-3000-SNAH-HEX Solite lens; Solais: Xi24/15/30K/1600/ Housing Color/J/HL/Spread lens; Or Approved Equal	N/A	15 N/A 22	LED (Integral to fixture) 3000K warm white 90+ CRI (50,000 hours L70 rated life) Spot 15°	120v	Location(s): 1. Recessed extruded aluminum jacket Notes: 1. Must be compatible with L12, L12A. 2. Coordinate local dimming controls.
L14	NOT USED						
L15	General: Square reflector downlight. Components: Solite diffusing lens, overlap trim, compatible with 1-1/2" ceiling thickness. Finish: As selected per Commissioner. Equipment: Electronic CFL ballast. Housing: Nominal 11" L x 11-1/4" W x 11" H. Listing: UL listed	Omega: Revelation OM6-32PLT-SQ Finish- PL-120/277; Or Approved Equal	1	42	Philips : 42 Watt Compact Fluorescent Triple 3500K / 12,000hr GX24q-4 PL-T 42W/835/ 4P/ALTO Or Approved Equal	As per Commissioner	Location(s): 1. Gallery Notes: 1. EE to specify voltage.



L16	General: Recessed custom length linear high output LED slot luminaire with frost white acrylic diffuser. Components: Extruded aluminum housing, die-formed 20-gauge high reflectance matte white reflector and frost white acrylic snap-in lens, 90° mitred corners. Accessories: n/a. Finish: Matte white Equipment: High performance LED driver. Housing: 6" W x 4" H x 24" L. Listing: UL Listed.	Finelite : High Performance 4" Aperture (HP-4)- Recessed: HP-4-R-CUSTOM-HO- 3000K-VOLTAGE- SCMOUNTING; Or Approved Equal.	1	32	LED, 3000K warm white 83+ CRI, integral to fixture.	As per Commis- sioner	Location(s): 1. Gallery Notes: 1. Commissioner to specify voltage. 2. Coordinate mounting with wall field conditions.
L17	General: Surface mounted linear fluorescent industrial luminaire with (2) lamp cross section. Components: Impact resistant acrylic lens. Equipment: Rapid start electronic ballast. Housing: Single piece fiberglass reinforced: 55.65" W x 6.77" H x 4.38" Deep. Listing: UL wet listed. IP65.	Rigalite: NMF2-265-4-2-U-W; Day-Brite: D-W-A-E-2-32-UNV; Metalux: VT3-2-32-DR-UNV- ELEB8; Or Approved Equal	2	32	Philips : T8 Fluorescent 3500K - 20,000hr 4ft nominal length F32T8/TL835/ ALTO Or Approved Equal	As per Commis- sioner	Location(s): 1. Elevator Pit Notes: 1. Provide emergency battery pack per Commissioner
L18	General: Surface mounted undercabinet remote phosphor LED task light Components: die-cast steel end caps, jumpers as required between fixtures Finish: standard white Equipment: Integral driver. Housing: extruded aluminum, nom. 30" L x 3/4" H x 2. 3/4"W Listing: ETL	Lighting Unilume UCF; WAC: BA-LED10-Finish; Or Approved Equal	N/A	18 15.5	LED (Integral to fixture) 3000K warm white (Blue LEDs activates remote phosphor lens)	120v	Location(s): 1. Office Notes: 1. Coordinate mounting and wiring with field conditions. 2. Provide all components required for full functioning system.
L19	NOT USED						
DEC01	TASK LIGHT NOT IN CONTRACT						Location(s): 1. Office
DEC02	SIGN LIGHT TO BE DETERMINED						Location(s): 1. Exterior

- Notes: 1) All fixtures must be UL listed or equal NRTL alternate and meet all local, state and national electrical codes.
2) No substitutions allowed for fixtures or lamps without prior approval by Commissioner.
3) GC/ EC to purchase 10% overstock on all lamps.

Legend: L: Luminaire, EX: Exterior luminaire, DEC: Decorative luminaire specified by others, F: Fixture specified by Commissioner

END OF SECTION



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SECTION 26 52 00 - EMERGENCY LIGHTING

PART 1 GENERAL

1.1 SUMMARY

- A. Section includes emergency lighting units and exit signs.
- B. Related Sections:
 - 1. Section 26 05 26 - Grounding and Bonding for Electrical Systems.
 - 2. Section 26 05 33 - Raceway and Boxes for Electrical Systems.
 - 3. Section 26 51 00 - Interior Lighting

1.2 REFERENCES

- A. National Electrical Manufacturers Association:
 - 1. NEMA WD 6 - Wiring Devices-Dimensional Requirements.

1.3 SYSTEM DESCRIPTION

- A. Emergency lighting to comply with requirements.

1.4 SUBMITTALS

- A. See DDC General Conditions
- B. Product Data: Submit dimensions, ratings, and performance data.

1.5 QUALIFICATIONS

- A. Manufacturer: Company specializing in manufacturing products specified in this section with minimum three years documented experience.

PART 2 PRODUCTS

2.1 EMERGENCY LIGHTING UNITS

- A. Manufacturers:
 - 1. Cooper Industries
 - 2. General Signal Corp.
 - 3. At Lite
 - 4. Approved Equal.



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- B. Product Description: Self-contained incandescent fluorescent emergency lighting unit.
- C. Battery: 12 volt, nickel-cadmium type, with 1.5 hour capacity.
- D. Battery Charger: Dual-rate type, with sufficient capacity to recharge discharged battery to full charge within twelve hours.
- E. Lamps: Compact fluorescent.
- F. Lamps: 12 watt minimum, sealed beam type in nickel or chrome plated steel housing.
- G. Remote Fixtures: Match fixtures on unit.
- H. Housing: Steel with bronze hammer tone finish and vinyl wood grain front panel.
- I. Indicators: Lamps to indicate AC ON and RECHARGING. Voltmeter to indicate battery voltage.
- J. TEST switch: Transfers unit from external power supply to integral battery supply.
- K. Electrical Connection: Conduit connection.
- L. Input Voltage: 120 volts.

2.2 EXIT SIGNS

- A. Manufacturers:
 - 1. Cooper Industries
 - 2. General Signal Corp.
 - 3. At Lite.
 - 4. Approved Equal
- B. Product Description: Exit sign fixture suitable for use as emergency lighting unit.
- C. Housing: Extruded aluminum.
- D. Face: Aluminum stencil face with red letters.
- E. Directional Arrows: As indicated on Drawings Universal type for field adjustment.
- F. Mounting: As indicated on Drawings Universal, for field selection.



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- G. Battery: 12 volt, nickel-cadmium type, with 1.5 hour capacity.
- H. Battery Charger: Dual-rate type, with sufficient capacity to recharge discharged battery to full charge within twelve hours.
- I. Lamps: LED.
- J. Input Voltage: 120 volts.

2.3 FLUORESCENT LAMP EMERGENCY POWER SUPPLY

- A. Manufacturers:
 - 1. Cooper Industries.
 - 2. General Signal Corp.
 - 3. Mule Emergency Lighting
 - 4. Bodine.
 - 5. Approved Equal.

PART 3 EXECUTION

3.1 EXISTING WORK

- A. Disconnect and remove abandoned emergency lighting units, exit signs, lamps, and accessories.
- B. Extend existing emergency lighting and exit sign installations using materials and methods as specified.
- C. Clean and repair existing emergency lighting units and exit signs remaining or are to be reinstalled.

3.2 INSTALLATION

- A. Install suspended exit signs using pendants supported from swivel hangers. Install pendant length required to suspend sign at indicated height.
- B. Install surface-mounted emergency lighting units and exit signs plumb and adjust to align with building lines and with each other. Secure to prevent movement.
- C. Install wall-mounted emergency lighting units and exit signs at height as indicated on Drawings.
- D. Install accessories furnished with each emergency lighting unit and exit sign.



- E. Connect emergency lighting units and exit signs to branch circuit outlets provided in Section 26 05 33 as indicated on Drawings.
- F. Make wiring connections to branch circuit using building wire with insulation suitable for temperature conditions within unit.
- G. Install specified lamps in each emergency lighting unit and exit sign.
- H. Ground and bond emergency lighting units and exit signs in accordance with Section 26 05 26.

3.3 FIELD QUALITY CONTROL

- A. See DDC General Conditions
- B. Operate each unit after installation and connection. Inspect for proper connection and operation.

3.4 ADJUSTING

- A. See DDC General Conditions
- B. Aim and adjust lamp fixtures as indicated on Drawings.
- C. Position exit sign directional arrows as indicated on Drawings.

3.5 PROTECTION OF FINISHED WORK

- A. See DDC General Conditions
- B. Relamp emergency lighting units and exit signs having failed lamps at Substantial Completion.

END OF SECTION



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SECTION 28 23 00 – VIDEO SURVEILLANCE

PART 1 GENERAL

1.1 SUMMARY

- A. Section includes:
 - 1. IP video management and recording system.
 - 2. Indoor IP dome camera.

1.2 SUBMITTALS

- A. See DDC General Conditions
- B. Product Data: Submit manufacturer's specifications and product sheets.
- C. Manufacturer's Installation Instructions: Submit manufacturer's installation instructions for all equipment.
- D. Manufacturer's Certificate: Certify products meet or exceed specified requirements.

PART 2 PRODUCTS

2.1 INTEGRATED IP VIDEO MANAGEMENT AND RECORDING SYSTEM

- A. Manufacturers: Subject to compliance with requirements, provide product by one of the following:
 - 1. Pelco by Schneider Electric.
 - 2. D-Link US
 - 3. Axis Communications Incorporated
 - 4. Approved Equal.
- B. Product Description: IP Video Management System:
 - 1. IP video management system shall consist of software operating on an optimized hardware platform. The software shall consist of base software with individual, non-expiring licenses in the required quantity.
 - 2. IP video management system software updates shall be downloadable from a publicly available website.
 - 3. IP video management system shall support up to 128 combined IP and analog video streams, with up to 64 direct-attached analog cameras.
 - 4. The IP video management system shall provide 280 Mbps throughput for recording of analog and IP video streams, playback and export.



5. IP video management system shall support recording of JPEG, MPEG-4 and H.264 IP streams
6. IP video management system shall support H.264 Megapixel video streams up to 10 Megapixel resolution with quantities based on a total system of 280 Mbps throughput for recording of analog and IP video streams, playback and export.
7. The IP video management system shall have a fully open architecture with support for both IP-specific camera as well as cameras with ONIVIF compliance.
8. The IP video management system shall support automatic detection of IP cameras.
9. IP video management system shall support up to 64 looping analog camera inputs with direct-attached 16-channel encoders; up to four direct-attached units. The direct-attached 16-channel encoders shall support H.264 compression, CIF, 2CIF, and D1 resolutions at maximum 30ips, 16 audio inputs and RS422/485 PTZ control.
10. IP video management system shall support an unlimited number of systems connected over a network. Each system shall contain two 1GB network ports; one for IP camera/encoder data, and one to connect to a network for client computer access.
11. IP video management system shall be viewed, managed, and played back through a single user interface simultaneously with other digital video management systems through supplied administrative software.
12. IP video management system shall operate on a 2nd Generation Intel Core i7 processor and 8 GB of RAM or approved equal.
13. IP video management system shall utilize a Windows 7 Ultimate 64-bit operating system or approved equal.
14. IP video management system shall have an internal DVD+/-RW.
15. IP video management system shall contain two DVI-D ports.
16. The IP video management system shall support multiple models of IP cameras and encoders.
17. IP video management system shall be capable of continuous scheduled alarm/event and motion recording. Pre- and post- alarm recording shall also be available and shall be fully programmable on a per channel basis.
18. IP video management system shall allow archival of video data to computers or SAN storage devices over a network connection. The archival schedule shall be either automatic at user-defined intervals or manual and shall be configurable per connected camera.
19. Processor: 2nd Generation Intel Core 7 or approved equal
20. Internal Memory: Min. 8gb Ram
21. Network: 2 Gigabit Ethernet RJ-45 (1000 Base-T)
22. Internal Storage: Minimum 500 GB (JBOD or RAID 5)
23. Internal Storage w/ DVD: Minimum 500 GB DVD



24. External Storage: Up to 24 TB JBOD or RAID 5 through DX8100HDDI, provide port only
 25. System Drives:
 - a. 6, 3.5 inch hard-drive bays, hot-swappable
 - b. 4, 3.5 inch hard-drive bays, hot-swappable
 - c. DVD±RW and 4 HDD configuration
 26. PCI-E Slots: 1 PCI-E x 16 and 1 PCI-E x 4
 27. Auxiliary Interfaces (USB Ports): Min. 4 (2 USB 2.0 and 2 USB 3.0)
- C. Product Description: IP Video Management client software requirements:
1. IP video management system shall provide the capability of running a client application in addition to the video management system.
 2. A client computer with system compatible software shall be the user interface for viewing one or more systems. Live and recorded video and current event video shall be displayed on any client computer using a proper login and password. The client computer shall be able to connect to an unlimited number of recorders simultaneously to display live and recorded video.
 3. Client Software shall be unlicensed and available to be installed on as many clients as required by the user.
 4. Client Software shall be password controlled such that password functionality set at each connected system will be recognized at the client. Password shall limit the ability to access live or recorded video as well as the ability to export video.
 5. Client Software shall allow multiple monitor support for up to four displays per client workstation, providing virtual matrix functionality.
 6. Client Software shall allow video streams to be selectable from a system tree on an individual camera, individual system, client defined local groups, or from predefined recorder based groups.
 7. Client Software shall be a tab based work environment with the ability to undock the tabs creating a virtual workspace on single or multiple monitor clients.
 8. Client tabs shall include system management, live, and search options. Tabs can be displayed simultaneously on the client.
 9. Digital zoom
 10. Date and time search
 11. Video export to any system accessible media including locally to HDD, CD/DVD, Flash USB device or to network storage
 12. Video authentication of exported video via check sum verification
 13. Client software shall incorporate virtual matrix functionality whereby camera sequences may be created on the monitoring workstation.
 14. The client software shall have the capability to display recorded video with full VCR controls. This feature shall display video from multiple cameras simultaneously. The user shall be able to play video as fast as



possible (all images), in real time, or by skipping a selectable number of seconds

2.2 INDOOR IP NETWORK DOME CAMERA

- A. Manufacturers: Subject to compliance with requirements, provide product by one of the following:
1. Pelco by Schneider Electric.
 2. D-Link US
 3. Axis Communications Incorporated
 4. Or approved equal.
- B. Product Description: IP Network Dome Camera
1. The indoor network dome camera shall offer multiple simultaneous video streams with up to 3 megapixel (MPx) 2048 x 1536 resolution, auto iris and varifocal lens.
 2. The indoor network dome camera shall provide a manual 3-axis (pan/tilt/rotation) positioning to allow adjustment for optimum camera rotation and placement.
 3. The indoor network dome camera shall provide extended Wide Dynamic Range (WDR), low-light performance, and anti-bloom technology, operating simultaneously.
 4. The indoor network dome camera shall provide a removable, local storage medium (Micro SD) for scheduled and event-based recording of images.
 5. The indoor network dome camera shall provide a service video stream in addition to and independent of the video streams.
 6. The indoor network dome camera shall provide advanced low-light capabilities for day/night models with sensitivity down to 0.005 lux in color and 0.0013 lux in monochrome.
 7. The indoor network dome camera shall support industry standard Power over Ethernet (PoE) IEEE 802.3af, Class 3 to supply power to the camera over the network.
 8. The indoor network dome camera shall support H.264 High, Main or Base profiles, using constrained variable bit rate (CVBR) as the default, variable bit rate (VBR), or constant bit rate (CBR) with target range.
 9. The indoor network dome camera shall support two simultaneous, configurable video streams. H.264 and MJPEG compression formats shall be available for primary and secondary streams with selectable Unicast and Multicast protocols.
 10. The indoor network dome camera shall be conformant to the ONVIF, Profile S and support open architecture best practices with a published API available to third-party network video recording and management systems.



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11. The indoor network dome camera shall provide 802.1x port security to establish point-to-point access through a wired or wireless port using Extensible Authentication Protocol (EAP). Supported EAP methods shall include EAP-MD5, EAP-TLS, EAP-TTLS, EAP-PEAP and EAP-FAST.
12. The indoor network dome camera shall support IPv6 configurations in conjunction with IPv4.
13. The indoor network dome camera shall provide motorized zoom capabilities with a Web browser interface for remote configuration and administration.
14. The indoor network dome camera shall provide User and Group settings to assign permissions and access levels to the camera. The camera shall provide local management where the camera manages the access levels or remote mode where the camera authenticates the user through a Lightweight Directory Access Protocol (LDAP) server.
15. The indoor network dome camera shall provide Camera Sabotage analytics to detect changes in the camera's field of view, including obstruction of the lens and unauthorized movement of the camera. Such behaviors shall trigger an alarm. The embedded analytic shall support customized profiles allowing multiple configurations for varying conditions.
16. The indoor network dome camera shall attach to a standard single-gang electrical box for surface mounted applications.
17. The indoor network dome camera shall be capable of firmware upgrades through a network using a software-based device utility.
18. Indoor network dome camera shall meet or exceed the following design and performance specifications:
 - a. Imaging Device: 1/3-inch
 - b. Imager Type: CMOS
 - c. Imager Readout: Progressive Scan
 - d. Video Streams: Multiple simultaneous streams with up to 2 different configurations plus service stream
 - e. Resolution: 1080p MPx (1920x 1080)
 - f. Auto Iris lens type: DC drive
 - g. Electronic shutter range: 1-1/77,000 sec
 - h. True wide dynamic range: up to 100 DB
 - i. Frame rate: Variable with a minimum range of 30, 25, 15, 12.5, 10, 5, 1 frames per second.
 - j. Video encoding: H.264 High, Main, or Base profiles and MJPEG.
 - k. Supported protocols: TCP/IP, UDP/IP (Unicast, Multicast IGMP), UPnP, DNS, DHCP, RTP, RTSP, NTP, IPv4, IPv6, SNMP v2c/v3, QoS, HTTP, HTTPS, LDAP(client), SSH, SSL, SMTP, FTP, ARP, ICMP, and 802.1x (EAP)



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PART 3 EXECUTION

3.1 INSTALLATION

- A. Installation by others. Furnish equipment only.

3.2 FIELD QUALITY CONTROL

- A. See DDC General Conditions

END OF SECTION



SECTION 28 31 00 – FIRE DETECTION AND ALARM SYSTEM

PART 1 GENERAL

1.1 SUMMARY

- A. The requirements of the Contract Documents, including the General and Supplementary General Condition and Division 1 - See DDC General Conditions
- B. All exceptions taken to these Specifications, all variances from these Specification and all substitutions of operating capabilities or equipment called for in these Specification shall be listed in writing and forwarded to the Engineer.
- C. The entire system shall be installed with aesthetics in mind. All control panels installed in public spaces shall be semi-flush mounted with no exposed conduit or cable trays.
- D. Related Sections:
 - 1. Section 08 71 00 - Door Hardware: Door closers, electric locks, electric releases.
 - 2. Section 21 13 13 - Wet-Pipe Sprinkler Systems: Flow detection and alarm devices.
 - 3. Section 23 33 00 - Air Duct Accessories: Smoke dampers.
 - 4. Section 26 05 19 - Low-Voltage Electrical Power Conductors and Cables.
 - 5. Section 26 05 26 - Grounding and Bonding for Electrical Systems.

1.2 REFERENCES

- A. All equipment shall be UL listed for its intended use and conform to the latest UL Standards.
- B. Underwriters Laboratories Inc.: The system and all components shall be listed by Underwriters Laboratories Inc. for use in fire protective signaling system under the following standards as applicable:
 - 1. UL 864/UOJZ, APOU Control Units for Fire Protective Signaling Systems.
 - 2. UL 268 Smoke Detectors for Fire Protective Signaling Systems.
 - 3. UL 268A Smoke Detectors for Duct Applications.
 - 4. UL 217 Smoke Detectors Single Station.
 - 5. UL 521 Heat Detectors for Fire Protective Signaling Systems.
 - 6. UL 228 Door Holders for Fire Protective Signaling Systems.
 - 7. UL 464 Audible Signaling Appliances.
 - 8. UL 1638 Visual Signaling Appliances.
 - 9. UL 38 Manually Activated Signaling Boxes.
 - 10. UL 346 Waterflow Indicators for Fire Protective Signaling Systems.
 - 11. UL 1971 Standard for Signaling Devices for the Hearing Impaired



12. UL 1481 Power Supplies for Fire Protective Signaling Systems.
 13. UL 1711 Amplifiers for Fire Protective Signaling Systems.
 14. UUKL The Fire Alarm system shall be UUKL for Smoke Control.
- C. This installation shall comply with:
1. Americans with Disabilities Act (ADA)
 2. National Electric Code, Article 760 with NYC Amendments.
 3. National Fire Protection Association Standards: NFPA72
 4. Local and State Building Codes and the Local Authorities Having Jurisdiction.
 5. International Standards Organization (ISO): ISO-9001
 6. The latest provisions of and amendments to Local Law No. 5, Local Law No. 16 and Local Law No. 58 of the City of New York.
 7. All power and wire requirements shall follow the NYC Electrical Code Chapter 4000 (RS17-3 and RS17-3A).
 8. Local Law 33 of 2007 (Chapter 9, Chapter 30, Mechanical Code, Appendix K & Q) and other sections as they apply.
 9. Utilize MEA / BSA Approved Fire Alarm Equipment
 10. The requirements of the City of New York Building Department and the City of New York Fire Department.

1.3 WORK INCLUDED

- A. The work covered by this Section of the Specification shall include all labor, equipment, materials and services to furnish and install a complete fire alarm system of the addressable, non-coded type. It shall be complete with all necessary hardware, software and memory specifically tailored for this installation. It shall be possible to permanently modify the software on site by using a plug-in programmer. The system shall consist of, but not be limited to, the following:
1. Fire Alarm Control Panel.
 2. Addressable manual fire alarm stations.
 3. Addressable analog area smoke detectors.
 4. Addressable analog duct smoke detectors.
 5. Addressable analog heat detectors.
 6. Magnetic door/card access release override control.
 7. Audible notification appliances - horns.
 8. Visual notification appliances - strobes.
 9. Central station alarm connection control.
 10. Air handling systems shutdown control.
 11. Magnetic door holder release.
 12. Sprinkler supervisory switches and tamper switch supervision.
 13. Battery standby.
 14. ALL NYC Fire Alarm peripherals (listed as such but as required by FDNY to meet Local Law 33 Requirements), such as code cards, placards, riser diagram, necessary switches, LED's, clock, fire sign, manual central office trip, Fuse Disconnects, and FDNY

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approved locks shall be included in the system price. A common ground shall be included in the power riser.

1.4 SUBMITTALS

- A. Provide list of all types of equipment and components provided. This shall be incorporated as part of a Table of Contents, which will also indicate the manufacturer's part number, the description of the part, and the part number of the manufacturer's product datasheet on which the information can be found.
- B. Provide description of operation of the system (Sequence of Operation), similar to that provided in Part 2 of this Section of the Specifications, to include any and all exceptions, variances or substitutions listed. Any such exceptions, variances or substitutions that were not listed and are identified in the submittal, shall be grounds for immediate disapproval without comment. The sequence of operation shall be project specific, and shall provide individual sequences for every type of alarm, supervisory, or trouble condition that may occur as part of normal or off-normal system use.
- C. Provide manufacturer's printed product data, catalog cuts and description of any special installation procedures. Poorly photocopied and/or illegible product data sheets shall not be acceptable and shall be rejected. All product datasheets shall be highlighted or stamped with arrows to indicate the specific components being submitted for approval.
- D. Provide manufacturer's installation instruction manual for specified system.
- E. Provide samples of various items when requested.
- F. Provide copy of NYS License to perform such work.
- G. Provide copies of NICET Level II Fire Alarm certifications for the two (2) technicians assigned to this project.
- H. Provide shop drawings as follows:
 1. Coversheet with project name, address and drawing index.
 2. General notes drawing with peripheral device backbox size information, part numbers, device mounting height information, and the names, addresses, point of contact, and telephone numbers of all contract project team members.
 3. Device riser diagram that individually depicts all control panels, annunciators, addressable devices, and notification appliances. Shall include a specific, proposed point descriptor above each addressable device. Shall include a specific, discrete point address that shall correspond to addresses depicted on the device layout floor plans. Drawing shall provide wire specifications, and wire tags shown on all conductors depicted on the riser diagram. All circuits shall have



- designations that shall correspond with those require on the control panel and floor plan drawings. End-of-line resistors (and values) shall be depicted.
4. Control panel termination drawing(s). Shall depict internal component placement and all internal and field termination points. Drawing shall provide a detail indicating where conduit penetrations shall be made, so as to avoid conflicts with internally mounted batteries. For each additional data gathering panel, a separate control panel drawing shall be provided, which clearly indicated the designation, service and location of the control enclosure. End-of-line resistors (and values) shall be depicted.
 5. See section 3.04 Demonstration and Training for other documents relating to this section.
 6. Device typical wiring diagram drawing(s) shall be provided which depict all system components, and their respective field wiring termination points. Wire type, gauge, and jacket shall also be indicated. When an addressable module is used in multiple configurations for monitoring or controlling various types of equipment, different device typical diagrams shall be provided. End-of-line resistors (and values) shall be depicted.
 7. Device layout floor plans shall be created for every area served by the fire alarm system. CAD Files (AutoCAD – latest edition) shall be provided by the Commissioner for the fire alarm system equipment vendor in the preparation of the floor plans. Floor plans shall indicate accurate locations for all control and peripheral devices. Drawings shall be NO LESS THAN 1/8 INCH SCALE. All addressable devices shall be depicted with a discrete address that corresponds with that indicated on the Riser Diagram. All notification appliances shall also be provided with a circuit address that corresponds to that depicted on the Riser Diagram. If individual floors need to be segmented to accommodate the 1/8" scale requirements, KEY PLANS and BREAK-LINES shall be provided on the plans in an orderly and professional manner. End-of-line resistors (and values) shall be depicted.
 8. Contained in the title block of each drawing shall be symbol legends with device counts, wire tag legends, circuit schedules for all addressable and notification appliance circuits, the project name/address, and a drawing description which corresponds to that indicated in the drawing index on the coversheet drawing. A section of each drawing title block shall be reserved for revision numbers and notes. The initial submission shall be Revision 0, with Revision A, B, or C as project modifications require.
 9. Battery calculations shall be provided on a per power supply/charger basis. These calculations shall clearly indicate the quantity of devices, the device part numbers, the supervisory current draw, the alarm current draw, totals for all categories, and the calculated battery requirements. Battery calculations shall also reflect all control panel component, and auxiliary relay current draws.



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10. Table of contents, product data sheets, sequences of operation, battery calculations, installation instructions, licenses, NICET certifications and B-Size (blackline) reduced shop drawings shall be provided by the fire alarm vendor as part of a single, spiral bound submittal book. The submittal book shall have laminated covers indicating the project address, SED number, system type, and contractor. The book shall consist of labeled dividers, and shall not exceed 9 1/2" in width, and 11 1/2" in height. No less than three (3) sets of submittal booklets shall be provided to the Commissioner for review and comment. Additional copies may be required at no additional cost to the City of New York.

1.5 RELATED DOCUMENTS

- A. Review filing documents approved by the Department of Building, including all Plan/Work Applications (PW1) and their related drawings.
- B. Prior to commencement and after completion of work, notify the New York City Fire Department.
- C. Submit letter of approval for installation before requesting acceptance of system.

1.6 RELATED WORK

- A. The Contractor shall coordinate work in this Section with all related trades. Work and/or equipment provided in other Sections and related to the fire alarm system shall include, but not be limited to:
 1. Sprinkler waterflow and supervisory switches shall be furnished and installed by the fire protection contractor, but wired and connected by the electrical contractor. Modification of existing sprinkler devices to accommodate monitoring by the new fire alarm system shall be the responsibility of the fire alarm system installing contractor.
 2. Duct smoke detectors shall be furnished, wired and connected by the electrical contractor. The HVAC contractor shall furnish necessary duct opening to install the duct smoke detectors.
 3. New air handling fan control circuits and status contacts to be furnished by the HVAC control equipment.
 4. Conduit: Section 26 05 33.
 5. Wire and Cables: Section 26 05 19.
 6. Installing dedicated outgoing RJ-31X telephone lines (2) shall be the responsibility of the Installing Electrical Contractor.
 7. Elevator Recall control circuits to be provided by the electrical contractor to coordinate with the existing elevator.

1.7 CONTRACTOR'S GUARANTEE.

- A. All work performed and all material and equipment furnished under this contract shall be free from defects and shall remain so for a period of at least one (1) year from the date of acceptance



or approval. The full cost of maintenance, labor and materials required to correct any defect during this one year period shall be included in the submittal.

PART 2 - PRODUCTS

2.1 ACCEPTABLE MANUFACTURERS

- A. Basis of Design: The catalog numbers used are those of the basis of design fire alarm manufacturer Edwards Systems Technology EST "or equal", and constitute the type and quality of equipment to be furnished.
- B. If equipment of another manufacturer is to be submitted for approval as equal, the contractor shall, list all exceptions taken to these Specifications, all variances from these Specifications and all substitutions of operating capabilities or equipment called for in these Specifications and forward said list to the Commissioner. Any such exceptions, variances or substitutions that were not listed and are identified in the submittal, shall be grounds for immediate disapproval without comment. Final determination of compliance with these Specifications shall rest with the Commissioner, who, at his discretion, may require proof of performance
- C. All products used shall be of a single manufacturer. Submission of notification appliances, auxiliary relays, or documentation from other than a single manufacturer shall not be acceptable and will be grounds for immediate disapproval without comment.
- D. The Fire Alarm / Life Safety System supplied under this specification shall be a microprocessor-based. All Control Panel Assemblies and connected Field Appliances shall be both designed and manufactured by the same company, and shall be tested and cross-listed as compatible to ensure that a fully functioning Life Safety System is designed and installed.

2.2 CIRCUITING GUIDELINES

- A. Each Signaling Line Circuit (SLC) shall be circuited so device loading is not to exceed 80% of loop capacity in order to leave for space for future devices. The loop shall have Class B operation. T-Tapping a selected loop to cover an alternate floor shall not be accepted.
- B. NAC Circuits shall have Class B operation. Each of the following types of alarm notification appliances shall be circuited as shown on the drawings but shall be typically as follows:
 - 1. Audible Signals: Provide sufficient spare capacity to assure that the addition of five (5) audible devices can be supported without the need for addition control components (power supplies, signal circuit modules, amplifiers, batteries, etc.)
 - 2. Visual Signals Provide sufficient spare capacity to assure that the addition of three (3) visual devices can be supported without the need for addition control components (power supplies, signal circuit modules, batteries, etc.)



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- C. Each of the following types of devices or equipment shall be provided with supervised circuits as shown on the drawings but shall be typically as follows:
1. Sprinkler Valve Supervisory Switches: Provide one (1) supervisory module circuit for each sprinkler valve supervisory switch.
 2. When waterflow and tamper switches exist at the same location, provide one (1) dual input addressable module. When odd numbers of devices exist at a single location, provide additional single input addressable modules.
- D. Provide a dedicated 24VDC circuit to feed all auxiliary relays required for inductive loads. Circuits shall be supervised via an end-of-line relay and addressable input module. Auxiliary relays shall not derive their power from the starter or load being controlled.
- E. Each control panel shall have a dedicated 20Amp-120VAC feed. An appropriate fuse disconnect shall be included, wired as indicated in the Building Code for the City of NY.

2.3 FIRE ALARM SYSTEM SEQUENCE OF OPERATION

- A. The system shall identify any off normal condition and log each condition into the system database as an event.
1. The system shall automatically display on the control panel Liquid Crystal Display the first event of the highest priority by type. The priorities and types shall be alarm, supervisory, trouble, and monitor.
 2. The system shall have a Queue operation, and shall not require event acknowledgment by the system operator. The system shall have a labeled color coded indicator for each type of event; alarm - red, supervisory - yellow, trouble - yellow, monitor - yellow. When an unseen event exists for a given type, the indicator shall be lit.
 3. For each event, the display shall include the current time, the total number of events, the type of event, the time the event occurred and up to a 42 character custom user description.
- B. Operation of any manual fire alarm station (EST SIGA-270) or alarm activation of any area smoke detect/sensor (SIGA-PS), duct smoke detect/sensor (SIGA-DH), shall automatically
1. Update the control/display as described above (A.1.)
 2. Sound a pulsing audible signal and flash the general alarm LED indicator at the FACP. Pressing the alarm acknowledge key on the FACP shall silence the audible signal and continuously light the LED, during the alarm condition. Subsequent alarm conditions shall resound the audible signal and again flash the LED. Each alarm condition must be individually acknowledged.



3. Display a general alarm indication and system status summary (numbers of alarm, supervisory and/or trouble conditions) on the FACP alphanumeric, liquid crystal display (LCD). The LCD Display shall automatically display the device/circuit type and the custom 42-character message without any operator intervention.
4. Enter the custom label for the device or circuit reporting the alarm condition with the time and date of alarm activation into the FACP historical alarm log for future recall/review.
5. Visually annunciate the alarm-initiating device via an individual or "group" alarm indicator.
6. Display a general alarm indication and system status summary (numbers of alarm, supervisory and /or trouble conditions) on the remote annunciator panels(s) alphanumeric, liquid crystal display (LED). The LCD shall automatically display the device type and custom 42-character display without operator intervention.
7. Sound the appropriate Temporal 3 alarm code on all horns throughout the space. Activation of a smoke or heat detector shall also continuously sound the smoke/heat alarm bell at the FACP. The smoke/heat alarm bells may be silenced by operation of the FACP signal silence switch.
8. Flash all alarm strobe lights throughout the space. The alarm strobe lights may be turned off during the alarm condition by operation of the FACP alarm silence switch. Subsequent alarm conditions shall again turn on the alarm strobe lights. The alarm strobe lights shall be inhibited from being turned off for a period of one/three/five (1/3/5) minutes after commencing operation.
9. Each alarm strobe light circuit shall be provided with a synchronized flash module, at the FACP, so that all alarm strobe lights connected to any single alarm strobe light circuit shall flash at the same time at a rate of one (1) flash per second.
10. Flash all alarm strobe lights. Subsequent alarm condition shall again turn on the alarm strobe lights. The alarm strobe lights shall be inhibited from being turned off for a period of five (5) minutes after commencing operation.
11. Operate control relay contacts to shutdown all air handling systems that serve the space and close any smoke dampers related to those systems. Air handling systems shall not be permitted to restart to normal operation from the simple operation of the system reset switch. A separate air handling systems restart switch shall be provided on the FACP to permit air handling systems to be restarted after the fire alarm system has been reset to normal.

NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

- C. Activation of a sprinkler supervisory initiating device shall:
 - 1. Update the control/display as described above (A.1.)
 - 2. Transmit a supervisory condition, via the integral central station communicator, to central station/Local Fire.

- D. The entire fire alarm system wiring shall be electrically supervised to automatically detect and report trouble conditions to the fire alarm control panel. Any opens, grounds or disarrangement of system wiring and shorts across alarm signaling wiring shall automatically:
 - 1. Update the control/display as described above (A.1.)
 - 2. Transmit a trouble condition, via the integral central station communicator, to central station/Local Fire Department.

2.4 GUARANTEE

- A. The fire alarm equipment vendor shall provide useable hard and soft copies of the software database to the End-User at the end of the warranty period. The database provided shall be useable by any authorized and certified distributor of the product line, and shall include all applicable passwords necessary for total and unrestricted use and modification of the database. The Commissioner shall define the extent of hardcopy database documentation to be provided.

2.5 UL LISTED AND APPROVED EQUIPMENT

- A. Fire Alarm Control Panel Requirements:
 - 1. Basis of Design: The fire alarm control panel and all system devices (horn-strobes, strobes, pull stations, smoke and heat detectors, etc. shall be Edwards Systems Technology (EST) by type EST3 or IO series (or approved equal). All under one label "UL listed and approved" for the use of fire alarm systems in this area of the United States of America. The operating controls shall be located behind locked door with viewing window. All control modules shall be labeled, and all zone locations shall be identified.

- B. System Controllers
 - 1. The main controller CPU shall be supervised, site programmable, and of modular design supporting up to 125 detectors and 125 remote modules per addressable Signaling line Circuit (SLC).



- C. The Main Controller Module shall control and monitor all local or remote peripherals. It shall support a large 80 character LCD, power supply, remote LCD and zone display annunciators, printers, and support communication interface standard protocol (CSI) devices such as color computer annunciators and color graphic displays.
- D. The system shall support distributed processor intelligent detectors with the following operational attributes; integral multiple differential sensors, automatic device mapping, electronic addressing, environmental compensation, pre-alarm, dirty detector identification, automatic day/night sensitivity adjustment, normal/alarm LEDs, relay bases, sounder bases and isolator bases.
- E. The system shall support 100% of all remote devices in alarm and provide support for a 100% compliment of detector isolator base.
- F. The battery shall be sized to support the system for 24 hours of supervisory and trouble signal current plus general alarm for 15 minutes.

2.6 COMPONENTS HORN/STROBES:

- A. Temporal Horn Basis of Design: G1RF-HD: Provide EST Series G1RF-HD low profile wall mount horn or approved equal at the locations shown on the drawings. The horn shall provide an audible output of 84.4 dBA at 10 ft at the high setting and for smaller room size locations (as indicated on the plans) a low dB setting (field selectable) of 79.4 dB at 10 ft. when measured in reverberation room per UL-464. Strobes shall provide synchronized flash outputs. The strobe output shall be as indicated on the drawings in one of the following field selectable intensity levels: 15/75cd, 15cd, 30cd, 75cd & 110cd devices. The horn shall have a selectable steady or synchronized temporal output. Low profile horn shall mount in a North American 1-gang box or surface mounted on a matching back box provided by the manufacturer, as directed in the field.
- B. Fuse Disconnect Switch: The Contractor shall provide an individual cartridge fused Disconnect Switch with two (2) poles and a removable, solid copper, neutral bar in fuse gap for the FCS, booster power supplies and other fire alarm equipment. Fused disconnects shall be provided with silver sand fuses, current limiting type with an interrupting capacity rating of 200,000 amps (r.m.s. symmetrical). The size of the fuses shall be sized appropriately but shall be thirty (20) amperes minimum. The fused disconnect shall bear an engraved white-core phenolic or bakelite identification nameplate stating in minimum one-quarter inch (1/4") high white letters on a red background "FIRE ALARM FUSED DISCONNECT SWITCH". A three (3) wire feeder shall bring single phase 120/208 volt service to the fused Disconnect. The feeder shall be tapped off the main building service ahead of the main service switch but after the Current Transformers (Metering Transformers).

NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

PART 3- EXECUTION

3.1 INSTALLATION

- A. The entire system shall be installed in a workmanlike manner, in accordance with approved manufacturer's wiring diagram. The contractor shall furnish all conduit, wiring, outlet boxes, junction boxes, cabinets and similar devices necessary for the complete installation. All wiring shall be of the type recommended by the manufacturer, approved by the local Fire Department, and specified within. All conduit and wire shall meet the requirements of the latest NYC Building Code.
- B. All penetration of floor slabs and firewalls shall be sleeved (1" conduit minimum) fire stopped in accordance with all local fire codes.
- C. End of Line Resistors shall be furnished as required for mounting as directed by the manufacturer. Devices containing end-of-line resistors shall be appropriately labeled. Devices should be labeled so removal of the device is not required to identify the EOL device.
- D. All manual pull stations shall be mounted 48 inches above the finished floor, as measured to the handle.
- E. All audio/visual devices shall be mounted 80 inches above the finished floor, as measured to the lens. Devices shall be mounted no less than 6 inches from the ceiling. Audio visual devices shall be mounted per NFPA 72.
- F. No area smoke detectors shall be mounted within 36 inches of any HVAC supply, return air register or lighting fixture.
- G. No area smoke or heat detector shall be mounted within 12 inches of any wall. All detectors shall be installed in strict accordance with NFPA 72 as amended in Appendix Q guidelines for such devices.
- H. All mechanical rooms, boiler rooms, wiring closets, custodian rooms, attic spaces, etc. or areas with no hung ceilings shall be piped with 3/4" conduit and installed as necessary per NYC Building Code. All areas in public view shall be in metal conduit. All boxes must be painted red and labeled "INTERIOR FIRE ALARM".
- I. All addressable modules shall be mounted within 36 inches of the monitored or controlled point of termination. This shall include, but is not necessarily limited to, fan shutdown, elevator recall, shunt trip, sprinkler status points, or door release. Label all addressable modules as to their function.
- J. New door holders shall derive their 24VAC/VDC power from a separate power supply housed in a dedicated, metal enclosure. The power supply shall have a 120VAC feed, and is to be centrally located to serve door holders on a per floor or area basis. All existing door holders shall be connected to new FACP. E.C. shall extend all existing wiring in order to make this work.



NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

Locations and quantities of door holder power supplies shall be referenced and submitted in the submission package for approval by the Commissioner.

- K. All low voltage wiring terminated to the fire alarm system shall be PLENUM RATED with no exceptions and no less than No. 12 AWG in size for NAC circuits and 16 AWG for Initiating Circuits, and solid copper per RS17-3. Exposed wire above 8ft AFF shall be 150 degrees C and as specified in the NYC Building Code.
- L. All line voltage (120VAC) wiring shall be no less than No. 12 AWG in size, and solid copper. This shall include all system grounding. FACP must have a DEDICATED fuse disconnect switch arranged per NYC code.
- M. All wiring shall be color-coded throughout, to National Electrical Code standards.
- N. Power-limited/Non-power-limited NEC wiring standards SHALL BE OBSERVED.
- O. All junction box covers shall be painted red and labeled INTERIOR FIRE ALARM SYSTEM.
- P. Fire alarm system wiring shall not co-mingle with any other system wiring in the facility. Conduits shall not be shared under any circumstance. Only when fire alarm wiring enters the enclosure of a monitored or controlled system will co-habitation be permitted (i.e. at fan starters or elevator controllers).
- Q. Fire alarm control panel enclosures shall have engraved labels indicating, "INTERIOR FIRE ALARM SYSTEM", and the areas of the building served by that panel.
- R. Auxiliary relays shall be appropriately labeled to indicate "FIRE ALARM SYSTEM" and their specific function (i.e. FAN S-1 SHUTDOWN).
- S. All fire alarm wiring shall be continuous and unspliced. Terminations shall only occur at fire alarm devices or control panel enclosures under terminal screws. All other splicing methods are specifically disallowed (i.e. plastic wirenuts).
- T. All fire alarm wiring shall be installed using a dedicated system of supports (i.e. bridle rings). Fire alarm wiring shall not be bundled or strapped to existing conduit, pipe or wire in the facility.
- U. All fire alarm wiring shall be sleeved when passing through any wall, using conduit sleeves (1" min.) with bushings, and fire stopped in accordance with Code.
- V. The system shall be arranged to receive power from one three wire 120 Vac, 20 A supply. All low voltage operation shall be provided from the fire alarm control panel.
- W. All fire alarm devices shall be accessible for periodic maintenance. Should a device location indicated on the Contract Drawings not meet this requirement, it shall be the responsibility of the installing contractor to bring it, in writing, to the attention of the Commissioner. Failure to bring such issues to the attention of the Commissioner shall be the exclusive responsibility of the installing Electrical Contractor.
- X. The installing Electrical Contractor shall be responsible for the removal of ENTIRE existing fire alarm system components and controls on the demolition drawing shown or not, upon approval



NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

of the AHJ and the Commissioner. The End-User reserves the right to retain any existing fire alarm system components, upon their request. All existing fire alarm system components requiring special handling for disposal (due to radioactivity) shall be the responsibility of the installing contractor. Written proof of proper disposal by the installing contractor shall be required prior to release of outstanding retainage.

- Y. The installing contractor shall be responsible for the cleaning of all smoke detectors prior to final acceptance.

3.2 FIELD QUALITY CONTROL

- A. See DDC General Conditions
- B. The system shall be installed and fully tested under the supervision of a trained manufacturer's representative. The system shall be demonstrated to perform all of the function as specified.
- C. The installing contractor or fire alarm equipment vendor shall have no less than two (2) NICET Level II fire alarm technicians dedicated to this project.
- D. The Installing Contract and the Fire Alarm System Vendor shall, upon the request of the Commissioner, attend any and all project meetings for the purpose of accurately determining progress.
- E. It shall be the responsibility of the installing contractor to assure that construction debris does not adversely affect any sensing devices installed as part of this project. Should it be deemed necessary by the Commissioner, the installing contractor shall be responsible for the cleaning of all smoke detectors prior to final acceptance.

3.3 TEST AND COMMISSIONING

- A. The fire alarm system vendor shall pre-test the system in accordance with the manufacturer's requirements and NFPA 72 as amended by the NYC Building Code. The testing shall demonstrate the performance as per the approved initiation/notification matrix and sequence of operation. Once the system is completely ready for this test, the commissioning agent will be invited to witness the test as a part of the system commissioning. The vendor shall provide completed test reports to the Commissioner for review and approval prior to final acceptance testing by authority having jurisdiction.
- B. Each individual system operation on a circuit by circuit basis shall be pretested for its complete operation, prior to the final acceptance testing by the authority having jurisdiction. The procedure for testing the entire fire alarm system shall be set forth with the consent of the code enforcement official, the Engineer and the manufacturer.



3.4 DEMONSTRATION

- A. The contractor shall compile and provide to the Commissioner three (3) complete manual on the completed system to include SITE SPECIFIC operating and maintenance instruction, catalog cuts of all equipment and components, as-built wiring diagrams and a manufacturer's suggested spare parts list.
- B. In addition to the above manuals, the Electrical Contractor shall provide the services of the manufacturer's trained representative for two (2) separate calendar days for a period of four (4) hours per day to instruct the Commissioner on the operation and maintenance of the entire system.
- C. As-built drawings shall consist of the following:
 - 1. Complete revision of all previously submitted drawings
 - 2. Point-to-point depiction of all device wiring on the device layout floor plans.
 - 3. One (1) set of B-size, laminated as-built drawings.
 - 4. Two (2) sets of 30"x42"inch 1/16"=1' scale drawings showing all points of fire alarm. One set shall be submitted with the close-out documents. Second set shall be mounted in frame with a lexan cover. These drawings must be submitted to Commissioner for approval.
- D. Turnover of all software database hard/soft copies shall be required. This shall include all possible programming software logs, diskettes or CDs containing exported project files, hard copies of all device maps, the revision number of the version of programming utility used, and all required passwords. The turnover of all database information shall occur prior to the end of the One (1) warranty period (or period as amended earlier in this specification).

END OF SECTION



THE CITY OF NEW YORK
DEPARTMENT OF DESIGN AND CONSTRUCTION
DIVISION OF PUBLIC BUILDINGS

July 30, 2015

ADDENDUM No. # 1

FOR FURNISHING ALL LABOR AND MATERIAL NECESSARY AND REQUIRED FOR:

PV678-BCA

Bronx Council on the Arts Renovation Rebid

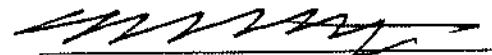
This addendum is issued for the purpose of amending the requirements of the Bid and Contract Documents and is hereby made a part of said Bid and Contract Documents to the same extent as though it were originally included therein.

The bidder is advised that the items listed below apply to the project:

1. **Questions from Bidders and Responses to Questions:**
See Attachment A.
2. **Revisions to the Bid Booklet:**
See Attachment B.
3. **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

Name of Bidder

By: _____



DDC PROJECT #: PV678-BCA

PROJECT NAME: Bronx Council on the Arts Renovation Rebid

ATTACHMENT A – BIDDERS QUESTIONS AND DDC RESPONSES

No.	Bidders Questions	DDC Responses
1	Section 220013 Allowance for Incidental Asbestos Abatement-Plumbing indicates an allowance value of Five Thousand dollars (\$5,000.00). The bid form for Contract #2 indicates an allowance value of Fifteen Thousand Dollars (\$15,000). Which one is correct?	The Bid Form for Contract #2 has been revised. See Attachment B, Revisions to the Bid Booklet, for further information.
2	Is Schedule E "Separation of Trades," in the Addendum to the General Condition, correct?	Schedule E "Separation of Trades" has been revised. See Attachment C, Revisions to the Addendum to the General Conditions, for further information.



DDC PROJECT #: PV678-BCA

PROJECT NAME: Bronx Council on the Arts Renovation Rebid

ATTACHMENT B – REVISIONS TO THE BID BOOKLET

Delete pages 15-b, 15-c, and 15-d and replace with pages 15-bR, 15-cR, and 15-dR, included with this Addendum.



BID FORM

**PROJECT ID: PV678-BCA
Contract #2 - Plumbing Work**

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 item (B) set forth below. Total Price shall include all costs and expenses, i.e. labor, material overhead and profit for all the Work, described and shown in the drawings and specifications.

Total Price For
Labor

Total Price for Material Sold and
Delivered

\$ _____ + \$ _____ Total Price for Item A= \$ _____

- B. **ALLOWANCE** for Incidental Asbestos Abatement \$5,000.00
(Section 220013 of the Specifications)

TOTAL BID PRICE (Add A + B) \$ _____
(a/k/a BID PROPOSAL)

BIDDER'S SIGNATURE AND AFFIDAVIT

Bidder: _____

By: _____
(Signature of Partner or corporate officer)

Attest: _____
(Corporate Seal) Secretary of Corporate Bidder

Affidavit on the following page should be subscribed and sworn to before a Notary Public



BID FORM

PROJECT ID: PV678-BCA
Contract #3 - HVAC and Fire Protection Work

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 item (B) set forth below. Total Price shall include all costs and expenses, i.e. labor, material overhead and profit for all the Work, described and shown in the drawings and specifications.

Total Price For
Labor

Total Price for Material Sold and
Delivered

\$ _____ +

\$ _____

Total Price for Item A= \$ _____

- B. **ALLOWANCE** for Incidental Asbestos Abatement
(Section 230013 of the Specifications)

\$5,000.00

TOTAL BID PRICE (Add A + B)
(a/k/a BID PROPOSAL)

\$ _____

BIDDER'S SIGNATURE AND AFFIDAVIT

Bidder: _____

By: _____
(Signature of Partner or corporate officer)

Attest:
(Corporate Seal)

Secretary of Corporate Bidder

Affidavit on the following page should be subscribed and sworn to before a Notary Public



BID FORM

PROJECT ID: PV678-BCA
Contract #4 - Electrical Work

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 item (B) set forth below. Total Price shall include all costs and expenses, i.e. labor, material overhead and profit for all the Work, described and shown in the drawings and specifications.

Total Price For Labor	+	Total Price for Material Sold and Delivered	Total Price for Item A= \$
\$ _____		\$ _____	_____

- B. ALLOWANCE for Incidental Asbestos Abatement (Section 260013 of the Specifications) \$5,000.00

TOTAL BID PRICE (Add A + B) (a/k/a BID PROPOSAL) \$ _____

BIDDER'S SIGNATURE AND AFFIDAVIT

Bidder: _____

By: _____
(Signature of Partner or corporate officer)

Attest: _____ Secretary of Corporate Bidder
(Corporate Seal)

Affidavit on the following page should be subscribed and sworn to before a Notary Public



DDC PROJECT #: PV678-BCA

PROJECT NAME: Bronx Council on the Arts Renovation Rebid

ATTACHMENT C – REVISIONS TO THE ADDENDUM TO THE GENERAL CONDITIONS

Replace pages 8, 24, 25, 26 and 27 with 8R, 24R, 25R 26R, and 27R, included with this Addendum.



SCHEDULE A (FOR PUBLICLY BID PROJECTS)
PART I - Contract Requirements

Various Articles of the Contract refer to requirements which are set forth in Schedule A of the General Conditions. The Schedule set forth below specifies the following: (1) the referenced Articles of the Contract, and (2) the specific requirements applicable to the contract.

REFERENCE	ITEM	REQUIREMENTS	CONTRACT #1	CONTRACT #2	CONTRACT #3	CONTRACT #4
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	365	365	365	365
Article 15 Contract	Liquidated Damages	For each consecutive calendar day over completion time	\$600	\$180	\$180	\$180
Article 17 Contract	Sub-Contracts	Not to exceed Percent of Contract Price	60%	25%	60%	25%
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	Period of Guarantee		See Schedule B of the Addendum to the General Conditions			
Article 74 Contract	Statement of Work		See Contract Article 74			
Article 75 Contract	Compensation to be Paid to Contractor		See Contract Article 75			
Article 78 Contract	M/WBE Program		See M/WBE Utilization Plan in the Bid Booklet			



SCHEDULE E

Separation of Trades

(Reference: 01 1000, Article 1.6 (A) of the DDC Standard General Conditions)

Requirements for various items of work are included in the Specifications for the separate Contracts for the Project and in the General Conditions. Schedule E set forth below delineates the responsibilities of each separate Contractor for various items of work, as well as the extent to which certain items involve coordination between trades. The delineation set forth in this Schedule E shall be taken as specific instruction to the Contractor that it is responsible for the listed items of work. Schedule E is not intended to limit the Contractor's responsibility for supervision and coordination. In the event of any conflict between the Specifications, the General Conditions and this Schedule E, Schedule E shall take precedence; provided, however, in the event of an omission from Schedule E (i.e., Schedule E omits either a reference to or information concerning an item of work which is set forth in the Specifications or the General Conditions), such omission from Schedule E shall have no effect and the Contractor's obligation to perform the work, as set forth in the Specifications or the General Conditions, shall remain in full force and effect.

Legend: "F" = Furnished "I" = Installed "P" = Provided (Furnished and Installed)
Contractor designation (#1, #2, #3 and #4) is as indicated in Section II of this Addendum.

ITEM	Contr # 1	Contr # 2	Contr # 3	Contr # 4	Notes
Temporary Heat			P		
Temporary Water		P			
Temporary Light and Power				P	
Temporary Toilets - Enclosures	P				
Temporary Toilets - Fixtures	F	I			
Rubbish removal from project site	P				
Hoisting and Rigging	P		P		
Excavation and Backfill	P				
Utility Trenches - inside building	P				
Utility Trenches - outside building	P				



ITEM	Contr # 1	Contr # 2	Contr # 3	Contr # 4	Notes
Keeping site, excavations, and building, free from water during construction	P				
Access doors in finished walls and ceilings, panels and ceilings, panels and supporting frames	P				
Field touch-up painting of damaged shop coats	P	P	P	P	Each trade responsible for their own touch-ups.
Prime coating hangers and supports	P				
Rust proofing field cut and assemble iron supporting frames and racks	P				
Finished painting of exposed equipment or piping or ductwork on walls and ceilings where adjacent surfaces are painted	P				
Concrete foundations, housekeeping pads or bases for floor mounted equipment not indicated on the contract drawings	P				
Concrete foundations pads and bases, as indicated on contract drawings, for floor mounted equipment	P				
Framed slots and openings in walls, decks, slabs and/or precast concrete planks	P				
Core drilling thru slabs, decks and walls whether waterproofed or not	P				
Waterproof sealing of pipes passing thru sleeves and/or slots	P				
Waterproof sealing of sleeves thru membraned and waterproofed slabs, roofs, and decks	P				



ITEM	Contr # 1	Contr # 2	Contr # 3	Contr # 4	Notes
Sleeves thru walls with no core drilling required	P				
Roof openings	P				
Louvers - exterior	P				
Louvers - interior	P				
Roof curbs and roof equipment supports	F		I		
Pitch pockets	P				
Roof cap flashing for all supports, penetrations and roof curbs	P				
Fireproof sealing of slab openings at duct or pipe shafts	P				
Fire extinguishers	P				
Prefabricated chimneys					N/A
Domestic make-up water piping for heating and air conditioning systems		P			
Pit frames and covers	P				
Drywells					N/A
Gas service piping to heating boiler and equipment		P			
Bathroom accessories	P				
Precast and/or molded receptors (mop basins, shower bases, etc.)	P				
Sprinkler water service from street main including meter, to capped OS&Y valve connection inside building		P			
Motors for mechanical equipment			P		
Convactor enclosures	P				



ITEM	Contr # 1	Contr # 2	Contr # 3	Contr # 4	Notes
Electric duct heaters (heaters installed in air ducts) and electric unit heaters					N/A
Fire and smoke dampers with motors			P		
Control Wiring – General Construction				P	
Control Wiring – Plumbing				P	
Control Wiring – Sprinkler				P	
Control Wiring – HVAC for temperature control			P		
Door Monitoring Systems – Power Wiring				P	
Door Monitoring Systems – Control Wiring				P	
Motor starters and motor controls for equipment requiring power wiring				P	
Power wiring for motorized equipment and motor controls				P	
Electric heating cables for pipe tracing				P	
Concrete encasement of conduits	P				
Electric manholes and handholes					N/A
Opening frames for ceiling recessed lighting fixtures and other electrical items	F			I	





THE CITY OF NEW YORK
DEPARTMENT OF DESIGN AND CONSTRUCTION
DIVISION OF PUBLIC BUILDINGS

August 10, 2015

ADDENDUM No. # 2

FOR FURNISHING ALL LABOR AND MATERIAL NECESSARY AND REQUIRED FOR:

PV678-BCA

Bronx Council on the Arts Renovation Rebid

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. **Questions from Bidders and Responses to Questions:**
See Attachment A

2. **Revisions to the Drawings:**
See Attachment B

3. **Revisions to the Bid Booklet:**
Delete pages 21-1, 21-27 thru 21-31 and replace with pages 21-1R, 21-27R thru 21-32R, included with this Addendum.

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 Mastasi
Assistant Commissioner
Cultural/ Parks Programs

Name of Bidder

By: _____



DDC PROJECT #: PV678-BCA

PROJECT NAME: Bronx Council on the Arts Renovation Rebid

ATTACHMENT A – BIDDERS QUESTIONS AND DDC RESPONSES

No.	Bidders Questions	DDC Responses
1	Could you please let us know what portion of demolition is part of Contract 4-Electrical scope of work? Which drawings should we refer to?	The Electrical Contractor should follow all demolition requirements outlined in Division 26 Electrical specifications, specifically Electrical section 26 04 10-Basic Electrical Requirements. Further Electrical demolition information can be found on Drawings DM-100.00 thru DM-300.00, as well as in E-001.00 thru E-402.00. See revisions to the Bid Booklet for Electrical Demolition items (Included with this Addendum).
2	It appears that the Bid Breakdown for Contract #4-Electrical is missing some Lighting fixtures. Please confirm.	Section 265100 of the Bid Breakdown was revised to include all Lighting Fixtures (L12 & L12A). See revisions to the Bid Booklet (Included with this Addendum).
3	We would like to visit the site. Can we arrange a time?	The Pre-Bid Conference was conducted, and made available to all bidders on August 5, 2015.
4	Please provide a finish schedule.	A Finish Schedule has been provided on Sheet A-800.00.
5	Is an anti-graffiti coating to be applied to any finishes?	Please see Finish Schedule on Sheet A-800.00.



DDC PROJECT #: PV678-BCA

PROJECT NAME: Bronx Council on the Arts Renovation Rebid

ATTACHMENT B – REVISIONS TO THE DRAWINGS

1. REFER TO DRAWING P-001.00

Add Plumbing Demolition Note:

2. Scope of Work

8. Any pipe to remain shall receive insulation, as required.

2. REFER TO DRAWING A-101.00

1. Revise section note 2/A-610 to read 1/A-610

3. REFER TO DRAWING A-103.00

1. Revise section note 1/A-430 (on Tremont Ave exterior wall) to read 6/A-430

2. Revise section note 3/A-430 to read 7/A-430

3. Revise section note 1/A-430 (on St. Raymond Ave exterior wall) to read 5/A-430

4. Revise section note 4/A-440 (on SE wall) to read 7/A-440

5. Revise section note 2/A-430 to read 1/A-402

4. REFER TO DRAWING A-312.00

1. On Cross Section 1, revise section note 2/A-660 to read 3/A-660

5. REFER TO DRAWING A-313.00

1. Revise section note 10/A-661 to read 10/A-813





NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

Project: Bronx Council on the Arts Facility Renovation Rebid
Location: 2700 East Tremont Avenue, the Bronx, NY 10461

Bidder:

CONTRACTOR'S BID BREAKDOWN FORM

CONTRACT 1 - GENERAL CONSTRUCTION WORK

DDC ID: PV678-BCA

Sponsor Agency: Dept. of Cultural Affairs

CSI Number	Description	Quantity	Unit	Unit Cost of Material	Total Cost of Material	Unit Cost of Labor	Total Cost of Labor	Total Cost: Materials and Labor
	CONTRACT 1 - GENERAL CONSTRUCTION WORK							
01 0000	GENERAL REQUIREMENTS							
01 1000	SUMMARY OF WORK							
	Mobilization		ls					
	Security Guard (unarmed)		ls					
	Scaffolding		sf					
	LEED provisions		ls					
	Load/haul/debris off-site and dispose		ls					
	Subtotal							
02 0000	EXISTING CONDITIONS							
02 4119	SELECTIVE DEMOLITION AND ALTERATION WORK							
	Exterior Demolition, Façade:							
	Ptd metal panel band		sf					
	Travertine panels		sf					
	All storefront glazing, doors, and sidelites		sf					
	Windows and frames		ea					
	Hollow metal doors and frames		ea					
	Steel security grilles over windows and doors		sf					
	Exterior wall vents		ea					
	Security pass through, 1'6"x1'6"		ea					
	Expand exist opening or create new opening in exterior brick wall		sf					
	Provide temporary shoring at exterior wall		lf					
	Roof:							
	Remove exist roof guardrail and associated components		lf					
	Remove roof hatch		ea					
	Remove exist roof membrane as required for new roof installation		sf					





NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

Project: Bronx Council on the Arts Facility Renovation Rebid
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Bidder:

CONTRACTOR'S BID BREAKDOWN FORM

CONTRACT 4 - ELECTRICAL WORK

DDC ID: PV678-BCA

Sponsor Agency: Dept. of Cultural Affairs

CSI Number	Description	Quantity	Unit	Unit Cost of Material	Total Cost of Material	Unit Cost of Labor	Total Cost of Labor	Total Cost: Materials and Labor
	CONTRACT 4 - ELECTRICAL WORK							
26 0000	ELECTRICAL							
26 0405	SPECIAL REQUIREMENTS FOR ELECTRICAL WORK							
	Temporary Lighting		LS					
	Remove existing telecom		LS					
	Remove CP-1 and associated electrical		LS					
	Remove CP-2 and associated electrical		LS					
	Remove Distribution Panel and associated Electrical		LS					
	Remove all light fixtures and associated wiring throughout		LS					
	Remove Wall Heater and associated wiring		LS					
	Remove Light Fixtures and Housing throughout		LS					
	Remove all outlets and wiring throughout, cap and safe all electrical		LS					
	Miscellaneous Demolition		LS					
	Subtotal							
26 0410	BASIC ELECTRICAL REQUIREMENTS (included w/ other Division 26 sections)							
26 0415	BASIC ELECTRICAL MATERIALS AND METHODS (included w/ other Division 26 sections)							
26 0503	EQUIPMENT WIRING CONNECTIONS							
	AC units		EA					
	Hot water heater		EA					
	Heater units		EA					
	Pumps		EA					
	Boiler		EA					
	Elevator		EA					
	Energy recovery unit		EA					
	Condensing unit		EA					
	Subtotal							





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CONTRACTOR'S BID BREAKDOWN FORM

CONTRACT 4 - ELECTRICAL WORK

DDC ID: PV678-BCA

Sponsor Agency: Dept. of Cultural Affairs

CSI Number	Description	Quantity	Unit	Unit Cost of Material	Total Cost of Material	Unit Cost of Labor	Total Cost of Labor	Total Cost: Materials and Labor
26 0534	FLOOR BOXES FOR ELECTRICAL SYSTEMS							
	REC boxes		EA					
	Subtotal							
26 0553	IDENTIFICATION FOR ELECTRICAL SYSTEMS (included w/ 260405)							
26 0800	COMMISSIONING OF ELECTRICAL WORK		LS					
	Commissioning							
	Subtotal							
26 0923	LIGHTING CONTROL DEVICES							
	Single pole switches		EA					
	Three way switches		EA					
	Ceiling mounted vacancy sensors		EA					
	Time clock		EA					
	Door switches		EA					
	Subtotal							
26 2413	SWITCHBOARDS							
	Distribution panel (400A)		EA					
	Subtotal							
26 2416	PANELBOARDS							
	ACPP & RPA (225 AMPS)		EA					
	LCP (100 AMPS)		EA					
	Subtotal							
26 2716	ELECTRICAL CABINETS AND ENCLOSURES							
	Pull boxes (fire alarm)		EA					
	Subtotal							





NEW YORK CITY DEPARTMENT OF
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CONTRACTOR'S BID BREAKDOWN FORM

CONTRACT 4 - ELECTRICAL WORK

DDC ID: PV678-BCA

Sponsor Agency: Dept. of Cultural Affairs

CSI Number	Description	Quantity	Unit	Unit Cost of Material	Total Cost of Material	Unit Cost of Labor	Total Cost of Labor	Total Cost: Materials and Labor
26 2726	WIRING DEVICES							
	Duplex REC		EA					
	Quad REC		EA					
	GFCI REC		EA					
	GFCI REC (weatherproof)		EA					
	Water cooler		EA					
	Subtotal							
26 2813	FUSES (included w/ section 262819)							
26 2819	ENCLOSED SWITCHES							
	NEMA 1 30A disconnect (fire alarm)		EA					
	Subtotal							
26 2913	ENCLOSED CONTROLLERS (included w/ section 230900)							
26 5100	INTERIOR LIGHTING							
	Fixture type L01		LF					
	Fixture type L01A (1)		LF					
	Fixture type L01B (1)		LF					
	Fixture type L02		EA					
	Fixture type L03		EA					
	Fixture type L03A		EA					
	Fixture type L04		EA					
	Fixture type L05		EA					
	Fixture type L06		EA					
	Fixture type L06A		EA					
	Fixture type L07		EA					
	Fixture type L07A		EA					
	Fixture type L07B		EA					
	Fixture type L07C		EA					
	Fixture type L08 (3)		LF					





NEW YORK CITY DEPARTMENT OF
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Bidder:

CONTRACTOR'S BID BREAKDOWN FORM

CONTRACT 4 - ELECTRICAL WORK

DDC ID: PV678-BCA

Sponsor Agency: Dept. of Cultural Affairs

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
	Strobe units		EA					
	Water flow switches		EA					
	Tamper switches		EA					
	Relays		EA					
	Module		EA					
	Subtotal							
	TOTAL CONTRACT 4 - ELECTRICAL WORK							





THE CITY OF NEW YORK
DEPARTMENT OF DESIGN AND CONSTRUCTION
DIVISION OF PUBLIC BUILDINGS

August 12, 2015

ADDENDUM No. # 3

FOR FURNISHING ALL LABOR AND MATERIAL NECESSARY AND REQUIRED FOR:

PV678-BCA

Bronx Council on the Arts Renovation Rebid

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:

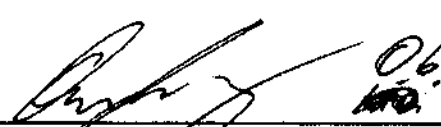
1. **Questions from Bidders and Responses to Questions:**
See Attachment A

2. **Revisions to the Drawings:**
See Attachment B

3. **Revisions to the Bid Booklet:**
Delete page 21-14 and replace with page 21-14R, included with this Addendum.

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

Name of Bidder

By: _____



DDC PROJECT #: PV678-BCA

PROJECT NAME: Bronx Council on the Arts Renovation Rebid

ATTACHMENT A - BIDDERS QUESTIONS AND DDC RESPONSES

No.	Bidders Questions	DDC Responses
1	The Door Schedule Notes for Door 17 and Door 18 in the drawings conflict with the information provided in the Specifications. Which is correct?	The Door Schedule has been revised. See Attachment B, Revision to Drawings.
2	The drawings designate multiple areas as receiving CRK-01 (Cork) but the bid breakdown does not have a line item for this. Please advise.	Bid Breakdown page 21-14R of the Bid Booklet has been revised, and is included with this Addendum.



DDC PROJECT #: PV678-BCA

PROJECT NAME: Bronx Council on the Arts Renovation Rebid

ATTACHMENT B – REVISIONS TO THE DRAWINGS

REFER TO DRAWING A-810.00

1. Revise Door Schedule as follows:

- Door 17 Notes:
ALUM. STOREFRONT ENTRANCE DOOR WITH 1" INSULATED LOW-E GASS. U-FACTOR=0.66;
SHGC=0.25; DOOR CLOSER, PANIC HARDWARE, ELECTRIC STRIKE
- Door 18 Notes:
DOOR CLOSER, PANIC HARDWARE, ELECTRIC STRIKE





NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

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Bidder:

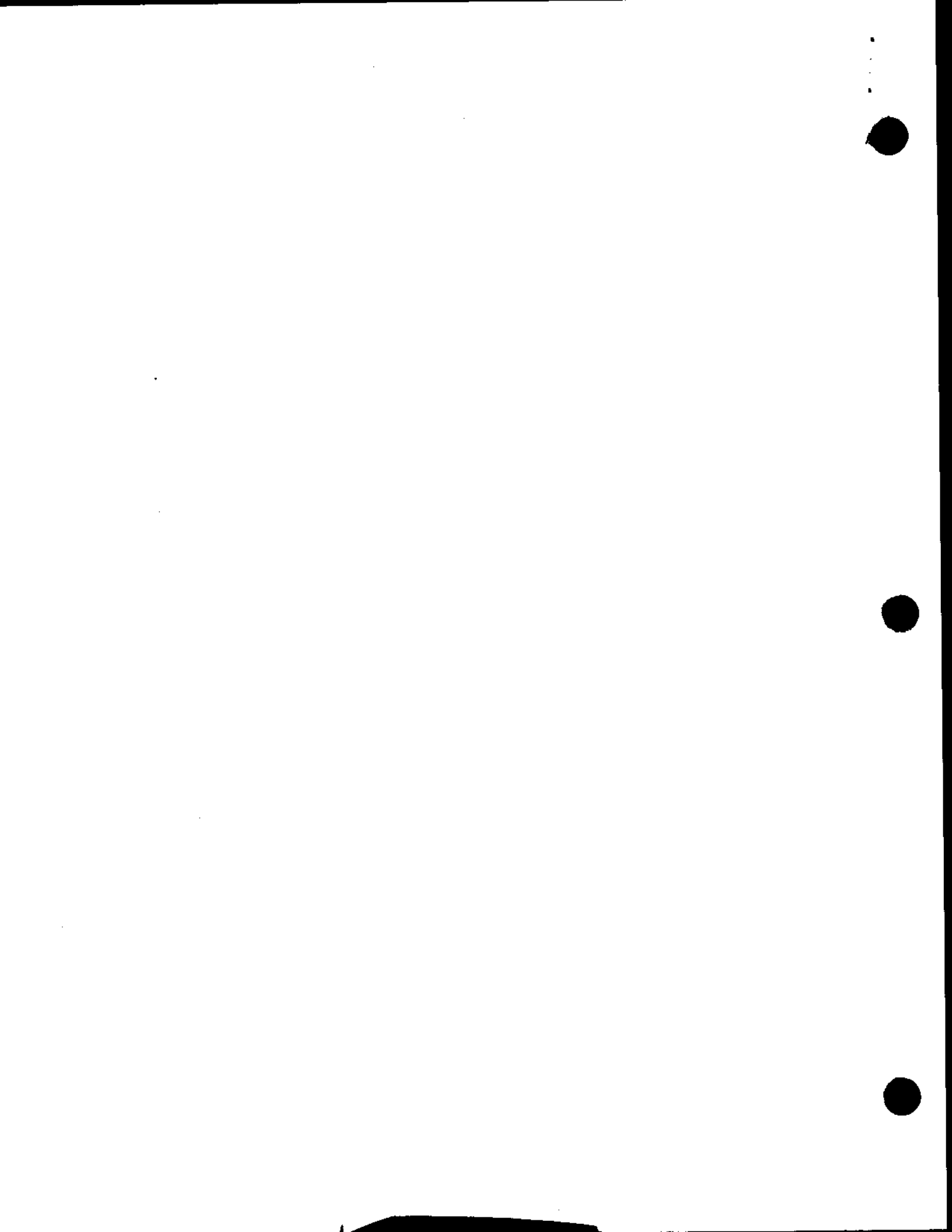
CONTRACTOR'S BID BREAKDOWN FORM

CONTRACT 1 - GENERAL CONSTRUCTION WORK

DDC ID: PV678-BCA

Sponsor Agency: Dept. of Cultural Affairs

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
09 5113	ACOUSTIC PANEL CEILINGS							
	New 2' x 2' ACT ceiling assembly		sf					
	Miscellaneous ceiling cut-outs for MEP fixtures / devices		sf					
	Subtotal							
09 6519	RESILIENT TILE FLOORING							
	New linoleum tile flooring		sf					
	New linoleum tile finish at stairs, incl. treads w/ nosing		sf					
	New VCT tile flooring		sf					
	New cork tile flooring (incl. finish w/ nosing and reveals at stepped seating area)		sf					
	New vinyl base		lf					
	Subtotal							
09 8413	ACOUSTIC CEILING TREATMENT							
	New acoustic ceiling treatment (porous expanded polypropylene)		sf					
	Subtotal							
09 9000	PAINTING AND FINISHING							
	Paint new HM doors / frames		lvs					
	Paint new / existing interior wall surfaces		sf					
	Prepare and paint existing to remain exposed concrete floor		sf					
	Prepare and paint existing exposed ceilings		sf					
	Paint new GWB ceiling surfaces		sf					
	Paint top of vestibule ceiling surface		sf					
	Miscellaneous painting / touch-ups at project completion		ls					
	Subtotal							
09 9623	GRAFFITI RESISTANT COATING							
	Graffiti Resistant Coating		sf					
	Subtotal							





FMS ID: PV678-BCA



**THE CITY OF NEW YORK
DEPARTMENT OF DESIGN AND CONSTRUCTION
DIVISION OF PUBLIC BUILDINGS**

30-30 THOMSON AVENUE LONG ISLAND CITY, NEW YORK 11101-3045
TELEPHONE (718) 391-1000 WEBSITE www.nyc.gov/buildnyc

Contract for Furnishing all Labor and Material Necessary and Required for:

CONTRACT NO. 1 GENERAL CONSTRUCTION WORK
CONTRACT NO. 2 PLUMBING WORK
CONTRACT NO. 3 HVAC + FIRE PROTECTION WORK
CONTRACT NO. 4 ELECTRICAL WORK

Bronx Council on the Arts Facility Renovation Rebid

LOCATION: 2700 East Tremont Avenue
BOROUGH: Bronx, NY 10461
CITY OF NEW YORK

Contractor _____

Dated _____, 20____

Entered in the Comptroller's Office _____

First Assistant Bookkeeper _____

Dated _____, 20____

