



**REQUEST FOR PROPOSALS
FOR
EMERGENCY PIER 40 ELEVATED
WALKWAY REPLACEMENT**

CONTRACT NO. C4995

RFP Issued: Thursday, September 13, 2018

Submission Deadline: Friday, October 12, 2018

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PART I INTRODUCTION

1. INVITATION TO SUBMIT PROPOSAL

Hudson River Park Trust (the “**Trust**”) is pleased to invite you to submit a proposal in response to this Request for Proposals (“**RFP**”). The Services to be performed, the Project and the Project Site are outlined in the RFP Summary below (Part I, Section 2), along with such other information as the anticipated dates for the execution of a Contract with the Contractor, if one is selected pursuant to this RFP, and the anticipated Contract Term. All undefined capitalized terms set forth in this RFP shall have the same definitions as set forth in the draft Contract (the “**Contract Draft**”) annexed to this RFP as Exhibit 8.

Respondents are required to disclose any conflict of interest(s) that would preclude them from participating in this solicitation, including participation in other Project contracts.

Subject to the availability of funds and the responses to this RFP, the Trust will select one or more Contractor(s) to provide the Services. The Contractor(s) shall be experienced in all aspects of the Services. The Contractor(s) will commence the Services upon a written Notice to Proceed from the Trust or upon execution of the Contract by the Contractor(s) and the Trust substantially in the form of the Contract Draft. You should review the Contract Draft and be familiar with all of the terms and conditions set forth therein prior to submitting your proposal. **However, please note that the General Terms and Conditions (Part II) and the Appendices (Part III), other than Appendix B and Appendix C, are not negotiable.**

2. RFP SUMMARY

2.1 In General. This summary of terms, deadlines and requirements specific to this RFP is set forth for your immediate reference and convenience only. It does not set forth all of the requirements of this RFP, but should be read in conjunction with the Requirements (Part II) of this RFP. You should review and become familiar with all parts of this RFP prior to submitting your proposal.

2.2 Specific Terms, Deadlines and Requirements

2.2.1 Project Information.

2.2.1.1 **The Project:** Emergency Pier 40 Elevated Walkway Replacement

2.2.1.2 **The Project Site:** Pier 40, 353 West Street, New York, NY 10014

2.2.1.3 **Type of Services:** Emergency demolition and reconstruction of elevated walkway at Pier 40 (the “**Services**”), as more specifically described in the Scope of Services (Appendix B of the Contract Draft).

2.2.2 The Contractor(s):

2.2.2.1 **Type:** Construction Services

2.2.2.2 **Minimum Experience Required:** The Contractor shall have at least 5 years' experience in the following: demolition, concrete work and shoring.

2.2.3 **Contract Information**

2.2.3.1 **Anticipated Contract Execution Date:** October 26, 2018

2.2.3.2 **Anticipated Contract Term:** One (1) Year

2.2.4 **Questions Regarding RFP**

2.2.4.1 **Question/Clarification Deadline:**

(i) **Date:** Wednesday, September 26, 2018

(ii) **Time:** 3:00 p.m.

2.2.4.2 **Permitted Method:** At Pre-Proposal Meeting, if one is conducted; otherwise in writing to Recipient at Recipient's Mailing Address or Email Address as listed in Section 2.2.6 below only.

2.2.4.3 **Question Response Date:** Wednesday, October 3, 2018

2.2.4.4 **Answers to Questions Available at** www.hudsonriverpark.org (the "Website") on Wednesday, October 3, 2018.

2.2.5 **Optional Site Visit/Pre-Proposal Meeting**

2.2.5.1 **Date:** Thursday, September 20, 2018

2.2.5.2 **Time:** 9:30 a.m.

2.2.5.3 **Meeting Place:** Main lobby at Pier 40, 353 West Street, New York, NY 10014

2.2.5.4 **Confirmation Contact:** Email address as listed in Section 2.2.6.7 below.

2.2.6 **Proposal Submission Requirements**

2.2.6.1 **Label on Envelope:**

2.2.6.1.1 **One for the Proposal Only:** "Proposal for Construction Services for Emergency Pier 40 Elevated Walkway Replacement"

2.2.6.1.2 **One for Prices Only:** "Price Proposal for Construction Services for Emergency Pier 40 Elevated Walkway Replacement"

2.2.6.2 **Number of Sets of Proposals to be submitted:** Three (3)

2.2.6.3 Submission Deadline:

(i) **Date:** Friday, October 12, 2018

(ii) **Time:** 3:00 p.m.

2.2.6.4 Method: By Hand, Express Mail, or other nationally-known overnight courier

2.2.6.5 Submit to the following Recipient:

Nicole Steele
Administrative Assistant

2.2.6.6 Recipient's Mailing Address:

Hudson River Park Trust
Pier 40, 2nd Floor
353 West Street, Rm. 201
New York, NY 10014
Attn: Nicole Steele

2.2.6.7 Recipient's E-mail address: nsteele@hrpt.ny.gov

2.2.7 M/WBE Participation Goal: There is no M/WBE participation goal for the Contract; however, non-M/WBE contractors are encouraged to use M/WBEs for any subcontracting opportunities. M/WBE contractors are encouraged to participate in this RFP.

2.2.8 SDVOB Participation Goal: There is no SDVOB participation goal for the Contract; however, non-SDVOB contractors are encouraged to use SDVOBs for any subcontracting opportunities. SDVOB contractors are encouraged to participate in this RFP.

2.2.9 Selection Criteria: The Trust will base its selection upon the following criteria:

- 35% The respondent's experience in providing services similar to the Scope of Services described herein; the quality of the respondent's management, reputation, and references; favorable history, if any, in contracting or doing business with the Trust.
- 20% The respondent's earliest committed project start date and time to complete the work described in the Scope of Services herein; the respondent's commitment to agreed-upon schedules.
- 45% The proposed fee and cost schedules.

If you have a physical disability and cannot deliver your proposal as provided in this RFP, please contact Nicole Steele at (212) 627-2020 or email nsteele@hrpt.ny.gov at least forty-eight (48) hours prior to the Submission Deadline and the Trust will make appropriate arrangements for such delivery.

3. RESPONSIVENESS DETERMINATION

A respondent is deemed “responsive” when it submits a proposal containing the required items/information in the form required and as listed in the RFP by the Submission Deadline referenced in Part I, Section 2.2.6.3 of this RFP. If the Trust determines that a respondent did not submit the items/information required in the RFP, that respondent will be deemed “non-responsive” and will not be considered for contract award.

In order to be considered responsive, your proposal should be organized and include all of the items as listed below.

The contents of the envelopes should be as follows:

3.1 Envelope # 1. In one sealed envelope labeled as required by Part I, Section 2.2.6.1.1 complete and place the following:

3.1.1 Respondent’s **Proposal Certification Form with Supplemental Questionnaire** attached hereto as Exhibit 1, and the certifications attached hereto in Exhibit 3 (Doing Business Data Form), Exhibit 4 (Lobbying Form), Exhibit 5 (Non-Collusion Form), Exhibit 6 (Iran Divestment Form) and Exhibit 7 (M/WBE and SDVOB Forms).

3.1.2 A statement of your approach to the Services that clearly demonstrates your understanding of the Scope of Services and your ability to manage and complete multiple projects in a timely and cost-efficient manner. The proposal must include a detailed statement of your approach and ability to provide the required Services including, but not limited to a schedule for completing all aspects of the Services. It is imperative that the proposal includes a list and detailed explanation of the extent of all work or services to be performed by Subcontractors.

3.1.3 The proposal should contain a description of the respondent’s organization, including a history of the firm, a description of all subsidiaries and affiliates, an organization chart indicating the level of responsibility of all personnel who are expected to provide Services, and the name and location(s) of business of the respondent. This should be accompanied by, to the extent known, the names and resumes of all individuals and entities that will be performing the Services under the Contract including, without limitation, all personnel, Subcontractors and other entities or individuals performing and/or supervising the Services, and the respondent’s proposed staffing schedule. Please include the addresses, phone and fax numbers, e-mail addresses, designated roles, and relevant experience and expertise for the same.

3.2 Envelope #2. In a second sealed envelope labeled as required by Part I, Section 2.2.6.1.2 place complete fee and cost schedules for all Services. All fee and cost schedules should be submitted in the forms attached hereto as Exhibit 2 to this RFP. The Trust may not consider fee and cost schedules that do not follow the prescribed formats.

3.3 Non-compliant Proposals. Non-compliant proposals may, in the Trust's sole discretion, be considered "not responsive" and may be rejected by the Trust including, without limitation, proposals that are:

- 3.3.1 not enclosed in separate sealed envelopes as aforesaid;
- 3.3.2 not properly labeled;
- 3.3.3 received by a person other than the designated Recipient; and/or
- 3.3.4 missing any information, certifications, supplemental forms or other documentation required by this RFP or by applicable law.

PART II REQUIREMENTS

1. SERVICES TO BE PERFORMED AND WORK PRODUCT

The Contractor shall perform all work and services and deliver all of the Services specifically described in and required by the Scope of Services annexed as Appendix B in Part III of the Contract Draft. **Prior to submitting your proposal, please be sure that you review and fully understand the Scope of Services.**

2. COMPENSATION

Subject to and in accordance with the final terms of the Contract, the Trust shall compensate the selected Contractor as follows:

2.1 In General. Under the Contract, the Trust will agree to pay to the Contractor an amount not to exceed a Maximum Contract Price to be negotiated between the Trust and the Contractor based upon its response to this RFP. The Maximum Contract Price shall be the maximum compensation for all of the Services provided by the Contractor pursuant to the Contract and all expenses of the Contractor in connection therewith, including costs of any Subcontractors. The Maximum Contract Price shall be payable as provided in Article II of the Contract and Appendix C of the Contract.

2.2 Sales and Use Tax. The Trust is exempt from state and local sales and use tax. **SUCH TAX IS NOT TO BE INCLUDED IN PROPOSALS** or in invoices submitted under the Contract for materials and equipment. The Trust will provide the selected Contractor with an appropriate "sales and use tax exemption certificate".

3. GENERAL CONDITIONS, TERMS, LIMITATIONS AND REQUIREMENTS

3.1 Proposal as Offer to Contract. Unless a specific exception is noted, submission of a proposal in response to this RFP shall constitute an offer on the part of the successful respondent to execute the Contract substantially in the form annexed hereto as Exhibit 8. Any supporting documents or other items attached as exhibits to this RFP shall be incorporated into

the Contract. The successful respondent shall cooperate in supplying any information as may be required by the Trust for background clearance, which is available on the PASSPORT website at <https://www1.nyc.gov/site/mocs/systems/about-go-to-passport.page> (the “**PASSPort Website**”), and any other government review and approval forms. Respondent’s proposal shall remain open for acceptance by the Trust and shall remain firm and binding upon the respondent for at least sixty (60) days after the date on which the proposals are received by the Trust, except that the Trust may by written notice to the respondent extend that date for an additional forty-five (45) days.

3.2 Freedom of Information Law. All proposals submitted to the Trust in response to this RFP may be disclosed in accordance with the standards specified in the Freedom of Information Law, Article 6 of the Public Officers Law of the State of New York (“**FOIL**”). A respondent may provide in writing, at the time of its submission, a detailed description of the specific information contained in its submission which it has determined is a trade secret and which, if disclosed, would substantially harm such entity’s competitive position. This characterization shall not be determinative, but will be considered by the Trust when evaluating the applicability of any exemptions in response to a FOIL request.

3.3 Participation by New York State Business Enterprises. Respondents are strongly encouraged, to the maximum extent practical and consistent with legal requirements, to use responsible and responsive New York State businesses in purchasing commodities that are of equal quality and functionality and in utilizing services and technology. Respondents must therefore demonstrate their commitment to the use of NYS businesses by indicating whether they will use New York State businesses in the performance of the Contract. If Respondents do intend to use NYS businesses, kindly identify those NYS businesses that will be used and attach identifying information.

3.4 Contractor Requirements and Procedures for Participation for Participation by New York State Certified Minority and Women-Owned Business Enterprises and Equal Employment Opportunities for Minority Group Members and Women.

3.4.1 New York State Law: Pursuant to New York State Executive Law Article 15-A and Parts 140-145 of Title 5 of the New York Codes, Rules and Regulations the Trust is required to promote opportunities for the maximum feasible participation of New York State-certified Minority and Women-owned Business Enterprises (“**MWBEs**”) and the employment of minority group members and women in the performance of the Trust contracts.

3.4.2 Business Participation Opportunities for MWBEs: For purposes of this emergency solicitation, there is no M/WBE participation goal for the Contract; however, non-M/WBE contractors are encouraged to use M/WBEs for any subcontracting opportunities. M/WBE contractors are encouraged to participate in this RFP.. A contractor (“**Contractor**”) on any contract resulting from this procurement (“**Contract**”) must document its good faith efforts to provide meaningful participation by MWBEs as subcontractors and suppliers in the performance of the Contract. To that end, by submitting a response to this RFP, the respondent agrees that the Trust may withhold payment pursuant to any Contract awarded as a result of this RFP pending receipt of the required MWBE documentation. The directory of MWBEs can be viewed

at: <https://ny.newnycontracts.com>. For guidance on how the Trust will evaluate a Contractor's "good faith efforts," refer to 5 NYCRR § 142.8.

3.4.3 The respondent understands that only sums paid to MWBEs for the performance of a commercially useful function, as that term is defined in 5 NYCRR § 140.1, may be applied towards the achievement of the applicable MWBE participation goal. FOR CONSTRUCTION CONTRACTS – The portion of a contract with an MWBE serving as a supplier that shall be deemed to represent the commercially useful function performed by the MWBE shall be sixty percent (60%) of the total value of the contract. The portion of a contract with an MWBE serving as a broker that shall be deemed to represent the commercially useful function performed by the MWBE shall be the monetary value for fees, or the markup percentage, charged by the MWBE. FOR ALL OTHER CONTRACTS - The portion of a contract with an MWBE serving as a broker that shall be deemed to represent the commercially useful function performed by the MWBE shall be twenty five percent (25%) of the total value of the contract.

3.4.4 In accordance with 5 NYCRR § 142.13, the respondent further acknowledges that if it is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in a Contract resulting from this RFP, such finding constitutes a breach of contract and the Trust may withhold payment as liquidated damages. Such liquidated damages shall be calculated as an amount equaling the difference between: (1) all sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and (2) all sums actually paid to MWBEs for work performed or materials supplied under the Contract.

3.4.5 By submitting a bid or proposal, a respondent agrees to demonstrate its good faith efforts to achieve the applicable MWBE participation goals by submitting evidence thereof through the New York State Contract System ("NYSCS"), which can be viewed at <https://ny.newnycontracts.com>, provided, however, that a respondent may arrange to provide such evidence via a non-electronic method by contacting the Trust.

3.4.6 Additionally, a respondent will be required to submit the following documents and information as evidence of compliance with the foregoing:

- A. An MWBE Utilization Plan with their bid or proposal. Any modifications or changes to an accepted MWBE Utilization Plan after the Contract award and during the term of the Contract must be reported on a revised MWBE Utilization Plan and submitted to the Trust for review and approval. The Trust will review the submitted MWBE Utilization Plan and advise the respondent of the Trust acceptance or issue a notice of deficiency within 30 days of receipt.
- B. If a notice of deficiency is issued, the respondent will be required to respond to the notice of deficiency within seven (7) business days of receipt by submitting to the Trust at Pier 40, 353 West Street, 2nd Floor Administration, New York, NY 10014, 212-627-2020, Attn.: General Counsel, a written remedy in response to the notice of deficiency. If the written remedy that is submitted is not timely or is found by the Trust to be inadequate, the Trust shall notify the respondent and

direct the respondent to submit, within five (5) business days, a request for a partial or total waiver of MWBE participation goals. Failure to file the waiver form in a timely manner may be grounds for disqualification of the bid or proposal.

3.4.7 The Trust may disqualify a respondent as being non-responsive under the following circumstances:

- a) If a respondent fails to submit an MWBE Utilization Plan;
- b) If a respondent fails to submit a written remedy to a notice of deficiency;
- c) If a respondent fails to submit a request for waiver; or
- d) If the Trust determines that the respondent has failed to document good faith efforts.

3.4.8 The successful respondent will be required to attempt to utilize, in good faith, any MBE or WBE identified within its MWBE Utilization Plan, during the performance of the Contract. Requests for a partial or total waiver of established goal requirements made subsequent to Contract Award may be made at any time during the term of the Contract to the Trust, but must be made no later than prior to the submission of a request for final payment on the Contract.

3.4.9 The successful respondent will be required to submit a quarterly M/WBE Contractor Compliance & Payment Report to the Trust, by the 10th day following each end of quarter over the term of the Contract documenting the progress made toward achievement of the MWBE goals of the Contract.

3.4.10 Equal Employment Opportunity Requirements. By submission of a bid or proposal in response to this solicitation, the respondent agrees with all of the terms and conditions of Appendix A – Standard Clauses for All New York State Contracts including Clause 12 - Equal Employment Opportunities for Minorities and Women OR Authority equivalent to Appendix A. The respondent is required to ensure that it and any subcontractors awarded a subcontract for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the “**Work**”), except where the Work is for the beneficial use of the respondent, undertake or continue programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, equal opportunity shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, termination, and rates of pay or other forms of compensation. This requirement does not apply to: (i) work, goods, or services unrelated to the Contract; or (ii) employment outside New York State.

3.4.11 If awarded a Contract, respondent shall submit a Workforce Utilization Report and shall require each of its Subcontractors to submit a Workforce Utilization Report, in such format as shall be required by the Trust on a monthly basis for construction contracts and on a quarterly basis for all other contracts during the term of the Contract. Further, pursuant to Article 15 of the Executive Law (the “**Human Rights Law**”), all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor and subcontractors will not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

Please Note: Failure to comply with the foregoing requirements may result in a finding of non-responsiveness, non-responsibility and/or a breach of the Contract, leading to the withholding of funds, suspension or termination of the Contract or such other actions or enforcement proceedings as allowed by the Contract.

3.5 SDVOB Requirements. The Division of Service-Disabled Veterans' Business Development (“**DSDVBD**”) is housed within the New York State Office of General Services (“**OGS**”) and is tasked with promoting and encouraging the continuing economic development of Service-Disabled Veteran-Owned Businesses (“**SDVOBs**”). Through the DSDVBD, the State of New York aims to assist service-disabled veterans in playing a greater role in the economy of the state and to provide additional assistance and support to disabled veterans to better equip them to form and expand small businesses, thereby enabling them to realize the American dream they fought to protect. New York State Executive Law [Article 17-B](#) governs requirements for the participation of SDVOBs in New York State contracting. The objective of Article 17-B is to expand opportunities for SDVOBs, primarily through increased participation in New York State contracting. The DSDVBD maintains a [Directory of NYS Certified SDVOBs](#). The directory is updated regularly with the addition of any newly certified SDVOBs or necessary changes requested by the listed SDVOBs or DSDVBD staff. State personnel and other interested parties may contact the DSDVBD and request they be added to a distribution list to receive the directory and its regular updates via email. The [Directory of NYS Certified SDVOBs](#) is also posted on the OGS website. See Part I, Section 2.2.8 of this RFP for the SDVOB participation goal applicable to this RFP.

3.6 Costs. The Trust shall not be liable for any cost incurred by the respondent in the preparation of its proposal or for any work or services performed by the respondent prior to the execution and delivery of the Contract. The Trust is not obligated to pay any costs, expenses, damages or losses incurred by any respondent at any time unless the Trust has expressly agreed to do so in writing.

3.7 The Trust Rights. This is a “Request for Proposals” and **not** a “Request for Bids”. The Trust shall be the sole judge of whether a proposal conforms to the requirements of this RFP and of the merits and acceptability of the individual proposals. Notwithstanding anything to the contrary contained herein, the Trust reserves the right to take any of the following actions

in connection with this RFP: amend, modify or withdraw this RFP; waive any requirements of this RFP; require supplemental statements and information from any respondents to this RFP; award a contract to as many or as few or none of the respondents as the Trust may select; accept or reject any or all proposals received in response to this RFP; extend the deadline for submission of proposals; negotiate or hold discussions with one or more of the respondents; permit the correction of deficient proposals that do not completely conform with this RFP; waive any conditions or modify any provisions of this RFP with respect to one or more respondents; reject any or all proposals and cancel this RFP, in whole or in part, for any reason or no reason, in the Trust's sole discretion. The Trust may exercise any such rights at any time, without notice to any respondent or other parties and without liability to any respondent or other parties for their costs, expenses or other obligations incurred in the preparation of a proposal or otherwise. All proposals become the property of the Trust.

3.8 Proposals From Principals. Only proposals from principals and authorized officers will be considered responsive.

3.9 Disclaimer. The Trust and its respective officers, directors, agents, members and employees make no representation or warranty and assume no responsibility for the accuracy of the information set forth in this RFP. Further, the Trust does not warrant or make any representations as to the quality, content, accuracy or completeness of the information, text, graphics, links or any other facet of this RFP once it has been downloaded or printed from any server, and hereby disclaim any liability for any technical errors or difficulties of any nature that may arise in connection with the Website on which this RFP is posted, or in connection with any other electronic medium utilized by respondents or potential respondents in connection with or otherwise related to the RFP.

3.10 Protest Procedures. The procedures set forth in this section shall apply to all protests (collectively, “**Protests**” and each individually, a “**Protest**”) related to this procurement. The Trust will not entertain any Protest that is untimely or fails in any manner to comply fully with the procedures set forth in this section.

3.10.1 Types of Protests. There are three types of procurement Protests:

3.10.1.1 Pre-Proposal Protest: A protest submitted prior to the Submission Deadline to challenge the notice procedures followed by the Trust;

3.10.1.2 Pre-Award Protest: A protest submitted after the Submission Deadline but before Contract execution; and

3.10.1.3 Post-Award Protest: A protest submitted after the Contract has been executed, but only to the extent that the protest is based on newly discovered information that was not available prior to execution of a Contract.

3.10.2 Submission of Protests/Deadlines. All Protests must be in writing and must be submitted in accordance with the following timeline for the following types of Protests:

3.10.2.1 A Pre-Proposal Protest must be submitted at least two (2) business days prior to the Submission Deadline set forth in Part I, Section 2.2.6.3 of the RFP;

3.10.2.2 A Pre-award Protest must be submitted five (5) business days from the later of receipt of Notice of the Trust’s contingent award of the Contract and the date proposals are made publicly available; and

3.10.2.3 A Post-award Protest must be submitted five (5) working days from the date the protesting party knew or should have known the newly discovered evidence that serves as the grounds of its Protest.

A Protest will be considered submitted when the Protest is received by the Trust.

3.10.3 Contents of Protest: The Protest should include, without limitation, the following information:

3.10.3.1 name, address and telephone number of the protester;

3.10.3.2 appropriate identification of the procurement, including the Contract Number;

3.10.3.3 statement of the basis of the Protest;

3.10.3.4 supporting exhibits and documentary evidence to substantiate the grounds for the Protest; and

3.10.3.5 form of relief requested.

3.10.4 Address for Submission of Protests:

Hudson River Park the Trust
Pier 40, 2nd Floor
353 West Street
New York, NY 10014
Attention: General Counsel

3.10.5 Method of Submission: Hand, Express Mail, or other nationally-known overnight courier

3.10.6 Envelope: The envelope enclosing the Protest must be clearly labeled “PROTEST” and must list the Contract Number to which the Protest relates.

3.10.7 Additional Information: The Trust may request that the protestor submit additional information that it may need in order to consider the Protest. Any additional information requested by the Trust must be submitted within the time period established by the Trust in order to expedite consideration of the Protest. Failure of the protester to comply with a request for information within the specified time period will result in a resolution of the Protest

without consideration of any information subsequently submitted by the protester in an untimely manner.

3.10.8 Determinations. The Trust's General Counsel or his/her designee has the authority to make a final determination. The Trust will respond to each substantive issue in the Protest. The Trust may, in its sole discretion, meet with the protesting respondent and any affected party to discuss the Protest. The Trust shall have the right to take such appropriate action as may be in the best interests of the Trust and the City in light of the determination.

The Trust's determination shall be final. The respondent shall have been deemed to have received the Trust's determination notice no later than five (5) days from the date of mailing or upon delivery, if delivered by hand of the Trust's determination.

4. PASSPort (Formerly, VENDEX).

The Procurement and Sourcing Solutions Portal (PASSPort) is the City's new online portal which moves VENDEX online and makes it easier to submit and keep disclosure documents up-to-date. PASSPort will become the primary platform to do business with the City of New York. Contractors must register on PASSPort with the Mayor's Office of Contracts for itself and Subcontractors for all contracts totaling \$100,000 or more. All contractors wishing to do business with the City and Hudson River Park Trust must create an account by clicking <https://www1.nyc.gov/site/mocs/systems/about-go-to-passport.page>.

5. INTERVIEWS

Interviews may be held with any or all of the respondents after the receipt of proposals. Interviews with the Trust will be scheduled after its initial review of proposals.

6. SELECTION

The Trust will review each respondent's proposal in its totality. The selected respondent, if any, will be a respondent whose proposal is most advantageous to the Trust's goals. See Part I, Section 2.2.9 for an explanation of the criteria upon which the Trust will base a selection.

EXHIBIT 1
RESPONDENT’S PROPOSAL CERTIFICATION FORM

Submitted by

[Insert Name of Respondent] (The “Respondent”)

Respondent, in accordance with and subject to all of the terms and conditions of the Request for Proposals pursuant to which this proposal (the “Proposal”) is being submitted, agrees that it will provide in consideration of the price(s) set forth in the Fee and Cost Schedule, all of the Services set forth in the Scope of Services in accordance with the Contract, and to accept in full compensation therefore (including without limitation all overhead, profit, taxes and other charges and expenses applicable thereto), the price(s) stated in the Fee and Cost Schedule. The Fee and Cost Schedule, is simultaneously being delivered to you in a separate sealed envelope and is incorporated herein and made part hereof.

Respondent makes the following statements and representations as part of its Proposal:

- (a) That the Respondent has examined all parts of the RFP, including the Contract Draft and the Scope of Services, and all terms and conditions hereof.
- (b) That the Respondent agrees to obtain all necessary approvals, permits and/or licenses required by law or regulation of the performance of the Services.

In order to induce the Trust to accept this Proposal, Respondent hereby agrees to abide by all of the terms and conditions of the Contract including, without limitation, all representation and warranties set forth therein.

WHEREFORE, the Respondent submits this Proposal to the Trust.

[INSERT NAME OF RESPONDENT]

Signed by: _____

Printed Name: _____

Title: _____

Respondent’s Address: _____

Notice Address (if different from above): _____

Respondent’s Telephone Number: _____

Respondent’s Fax Number: _____

Respondent’s E-mail Address: _____

Respondent’s Tax I.D. Number: _____

EXHIBIT 1
SUPPLEMENTAL QUESTIONNAIRE

Submit responses to the following questions. Wherever more space is needed to answer any question, or you wish to give further explanation compete attach extra pages on your company letterhead. **All questions must be answered as a part of the submittal of this RFP.**

1. Provide a detailed description confirming that the complete team are qualified and experienced in performing the work as indicated in the of the Scope of Services.

2. Provide a listing of all personnel that will be assigned to the Project, including their Title or Position and any relevant current Licenses/Certifications that they hold. (use additional pages if needed)

<u>Name</u>	<u>Title/Position</u>	<u>License/Certifications</u>

3. Submit a regulatory compliance history including Federal, New York State, New York City agencies including an analysis of any OSHA, ACOE, or NYS DEC, NYS Department of Labor, or FDNY violations issued in the last five years.

4. Provide a list of completed projects and members of staff who are qualified to perform work on the various systems as outlined in the Scope of Work.

5. Submit at least three (3) references from clients of similar contracts that are ongoing or were completed within last three years.

<u>Company Name</u>	<u>Telephone #:</u>	<u>Contract Dates</u> <u>Start-</u> <u>End-</u>
<u>Project Description</u>	<u>Contact Person Name:</u>	<u>Contact Person Title:</u>
<u>Company Name</u>	<u>Telephone #:</u>	<u>Contract Dates</u> <u>Start-</u> <u>End-</u>
<u>Project Description</u>	<u>Contact Person Name:</u>	<u>Contact Person Title:</u>
<u>Company Name</u>	<u>Telephone #:</u>	<u>Contract Dates</u> <u>Start-</u> <u>End-</u>
<u>Project Description</u>	<u>Contact Person Name:</u>	<u>Contact Person Title:</u>

6. Provide photocopies of all relevant licenses and certifications for technicians that will be assigned to this Project.

EXHIBIT 2
FEE AND COST SCHEDULE

1. The Respondent shall complete and submit a Fee and Cost Schedule in the form of the “Fee and Cost Schedule” on the following page.
2. The submitted Fee and Cost Schedule should cover all Services and Tasks described in the RFP and the Contract Draft.
3. **PLEASE BE SURE THAT YOU SUBMIT YOUR FEE AND COST SCHEDULE IN A SEPARATE ENVELOPE.**

(See Fee and Cost Schedule on following page)

EXHIBIT 2
FEE AND COST SCHEDULE

Each proposer shall provide a Lump Sum Base Price comprised of the individual Sub-proposals associated with the Scope of Services. Each Sub-proposal shall include all costs necessary for described work including labor, materials, equipment, administration, overhead, insurance, profit and taxes (as applicable).

The proposer acknowledges and agrees that each individual Sub-proposal shall be held valid and binding after contract execution and up to three years from the commencement date of the Contract. Sub-proposals, at time of HRPT’s acceptance, will be made a part of the base Contract by written directive of HRPT. The proposer further acknowledges and represents that acceptance by HRPT of an individual Sub-proposal or any combination of the Sub-proposals made a part of the Contract will not affect the overall schedule for the Scope of Services or any phased portion of the work.

The Total Lump Sum Base Price for all costs necessary to execute the Scope of Work is summarized on an individual Sub-Proposal basis as follows:

Demolition/Utility Relocation	
Sub-proposal Base Price:	\$

Shoring	
Sub-proposal Base Price:	\$

Reconstruction	
Sub-proposal Base Price:	\$

TOTAL LUMP SUM PRICE (Total cost for all work described in the Scope of Services)

TOTAL LUMP SUM PRICE	\$
-----------------------------	----

Time & Materials

Additional work may be required over the term of the Contract. Complete the hourly rates for each staff classification and the percentage mark-up rate for materials that may be used for any additional work. The hourly rates and percentage mark-up rate will be part of the fee and cost schedule price proposal evaluation.

<u>Additional Rates*</u>	
Hourly Rate for Supervisor (Regular Hours)	\$
Hourly Rate for Skilled trades person (Regular Hours)	\$
Hourly Rate for General Laborer (Regular Hours)	\$
Additional Hourly Rate for: _____	\$
Percentage Mark-up for Materials	%

*Rates must include prevailing wage rates as applicable.

Contracted Work Scheduling:

Contractor's earliest available project start date: _____

Contractor's estimated time to complete project: _____

EXHIBIT 3
DOING BUSINESS DATA FORM

To be completed by the City agency prior to distribution Agency _____ Transaction ID _____

Check One

Transaction Type (check one)

- Proposal Award Concession Economic Development Agreement Franchise Grant Pension Investment Contract Contract

Any entity receiving, applying for or proposing on an award or agreement must complete a Doing Business Data Form (see Q&A sheet for more information). Please either type responses directly into this fillable form or print answers by hand in black ink, and be sure to fill out the certification box on the last page. **Submission of a complete and accurate form is required for a proposal to be considered responsive or for any entity to receive an award or enter into an agreement.**

This Data Form requires information to be provided on principal officers, owners and senior managers. The name, employer and title of each person identified on the Data Form will be included in a public database of people who do business with the City of New York, as will the organizations that own 10% or more of the entity. No other information reported on this form will be disclosed to the public. **This Data Form is not related to the City's PASSPort registration or VENDEX requirements.**

Please return the completed Data Form to the City office that supplied it. Please contact the Doing Business Accountability Project at DoingBusiness@mocs.nyc.gov or 212-788-8104 with any questions regarding this Data Form. Thank you for your cooperation.

Entity Information

If you are completing this form by hand, please print clearly.

Entity EIN/TIN _____ Entity Name _____

Filing Status

(Select One)

NEW: Data Forms submitted now must include the listing of **organizations**, as well as individuals, with 10% or more ownership of the entity. Until such certification of ownership is submitted through a change, new or update form, a no change form will not be accepted.

- Entity has never completed a Doing Business Data Form. Fill out the entire form.
 Change from previous Data Form dated _____. Fill out only those sections that have changed, and indicate the name of the persons who no longer hold positions with the entity.
 No Change from previous Data Form dated _____. Skip to the bottom of the last page.

Entity is a Non-Profit Yes No

Entity Type Corporation (any type) Joint Venture LLC Partnership (any type) Sole Proprietor Other (specify) _____

Address _____

City _____ State _____ Zip _____

Phone _____ E-mail _____

Provide your e-mail address in order to receive notices regarding this form by e-mail.

Principal Officers

Please fill in the required identification information for each officer listed below. If the entity has no such officer or its equivalent, please check "This position does not exist." If the entity is filing a Change Form and the person listed is replacing someone who was previously disclosed, please check "This person replaced..." and fill in the name of the person being replaced so his/her name can be removed from the *Doing Business Database*, and indicate the date that the change became effective.

Chief Executive Officer (CEO) or equivalent officer

This position does not exist

The highest ranking officer or manager, such as the President, Executive Director, Sole Proprietor or Chairperson of the Board.

First Name _____ MI _____ Last _____ Birth Date (mm/dd/yy) _____

Office Title _____ Employer (if not employed by entity) _____

Home Address _____

This person replaced former CEO _____ on date _____

Chief Financial Officer (CFO) or equivalent officer

This position does not exist

The highest ranking financial officer, such as the Treasurer, Comptroller, Financial Director or VP for Finance.

First Name _____ MI _____ Last _____ Birth Date (mm/dd/yy) _____

Office Title _____ Employer (if not employed by entity) _____

Home Address _____

This person replaced former CFO _____ on date _____

Chief Operating Officer (COO) or equivalent officer

This position does not exist

The highest ranking operational officer, such as the Chief Planning Officer, Director of Operations or VP for Operations.

First Name _____ MI _____ Last _____ Birth Date (mm/dd/yy) _____

Office Title _____ Employer (if not employed by entity) _____

Home Address _____

This person replaced former COO _____ on date _____

Principal Owners

Please fill in the required identification information for all individuals or organizations that, through stock shares, partnership agreements or other means, **own or control 10% or more of the entity**. If no individual or organization owners exist, please check the appropriate box to indicate why and skip to the **Senior Managers** section. If the entity is owned by other companies that control 10% or more of the entity, those companies must be listed. If an owner was identified on the previous page, fill in his/her name and write "See above." If the entity is filing a Change Form, list any individuals or organizations that are no longer owners at the bottom of this section. If more space is needed, attach additional pages labeled "Additional Owners."

There are no owners listed because (select one):

- The entity is not-for-profit
- The entity is an individual
- No individual or organization owns 10% or more of the entity

Other (explain) _____

Individual Owners (who own or control 10% or more of the entity)

First Name _____ MI ____ Last _____ Birth Date (mm/dd/yy) _____

Office Title _____ Employer (if not employed by entity) _____

Home Address _____

First Name _____ MI ____ Last _____ Birth Date (mm/dd/yy) _____

Office Title _____ Employer (if not employed by entity) _____

Home Address _____

Organization Owners (that own or control 10% or more of the entity)

Organization Name _____

Organization Name _____

Organization Name _____

Remove the following previously-reported Principal Owners

Name _____ Removal Date _____

Name _____ Removal Date _____

Name _____ Removal Date _____

Senior Managers

Please fill in the required identification information for all senior managers who oversee any of the entity's relevant transactions with the City (e.g., contract managers if this form is for a contract award/proposal, grant managers if for a grant, etc.). Senior managers include anyone who, either by title or duties, has substantial discretion and high-level oversight regarding the solicitation, letting or administration of any transaction with the City. At least one senior manager must be listed, or the Data Form will be considered incomplete. If a senior manager has been identified on a previous page, fill in his/her name and write "See above." If the entity is filing a Change Form, list individuals who are no longer senior managers at the bottom of this section. If more space is needed, attach additional pages labeled "Additional Senior Managers."

Senior Managers

First Name _____ MI ____ Last _____ Birth Date (mm/dd/yy) _____

Office Title _____ Employer (if not employed by entity) _____

Home Address _____

First Name _____ MI ____ Last _____ Birth Date (mm/dd/yy) _____

Office Title _____ Employer (if not employed by entity) _____

Home Address _____

First Name _____ MI ____ Last _____ Birth Date (mm/dd/yy) _____

Office Title _____ Employer (if not employed by entity) _____

Home Address _____

Remove the following previously-reported Senior Managers

Name _____ removal date _____

Name _____ removal date _____

Certification

I certify that the information submitted on these two pages and _____ additional pages is accurate and complete. I understand that willful or fraudulent submission of a materially false statement may result in the entity being found non-responsible and therefore denied future City awards.

Name _____ Title _____

Entity Name _____ Work Phone # _____

Signature _____ Date _____

EXHIBIT 4
LOBBYING FORMS



Disclosure of Prior Non-Responsibility Determinations

Background:

New York State Finance Law §139-k(2) obligates Hudson River Park Trust to obtain specific information regarding prior non-responsibility determinations with respect to State Finance Law §139-j. This information must be collected in addition to the information that is separately obtained pursuant to State Finance Law §163(9). In accordance with State Finance Law §139-k, an Offerer must be asked to disclose whether there has been a finding of non-responsibility made within the previous four (4) years by any Governmental Entity due to: (a) a violation of State Finance Law §139-j or (b) the intentional provision of false or incomplete information to a Governmental Entity. The terms “Offerer” and “Governmental Entity” are defined in State Finance Law § 139-k(1). State Finance Law §139-j sets forth detailed requirements about the restrictions on Contacts during the procurement process. A violation of State Finance Law §139-j includes, but is not limited to, an impermissible Contact during the restricted period (for example, contacting a person or entity other than the designated contact person, when such contact does not fall within one of the exemptions).

As part of its responsibility determination, State Finance Law §139-k(3) mandates consideration of whether an Offerer fails to timely disclose accurate or complete information regarding the above non-responsibility determination. In accordance with law, no Procurement Contract shall be awarded to any Offerer that fails to timely disclose accurate or complete information under this section, unless a finding is made that the award of the Procurement Contract to the Offerer is necessary to protect public property or public health safety, and that the Offerer is the only source capable of supplying the required Article of Procurement within the necessary timeframe. See State Finance Law §§139-j (10)(b) and 139-k(3).

Name of Individual or Entity Seeking to Enter into the Procurement Contract:

Address:

Person Submitting this Form:

Name:

Title:

Contract Procurement Number:

Date:



Disclosure of Prior Non-Responsibility Determinations

5. Has any Governmental Entity or other governmental agency terminated or withheld a Procurement Contract with the above-named individual or entity due to the intentional provision of false or incomplete information?

No

Yes

6. If yes, please provide details below.

Governmental Entity:

Date of Termination or Withholding of Contract:

Basis of Termination or Withholding:

(Add additional pages as necessary)

Offerer certifies that all information provided to Hudson River Park Trust with respect to State Finance Law §139-k is complete, true and accurate.

By: _____ Date: _____

Signature: _____

**Affirmation of Understanding of and Agreement pursuant to
State Finance Law § 139-j (3) and § 139-j (6)(b)**

_____ hereby affirms that it understands and agrees to comply with the procedures of the Hudson River Park Trust relative to permissible contacts as required by State Finance Law §139-j (3) and §139-j (6)(b).

Signed: _____ Date: _____

Name: _____ Title: _____

Contractor Name:

Contractor Address:

EXHIBIT 5
NON-COLLUSION FORM



CERTIFICATION AND SIGNATURE FORM
AFFIDAVIT OF NON-COLLUSION

Name of Respondent:

Business Name:

Business Address:

Phone:

Fax:

Email:

I hereby attest that I am the person responsible within my company for the final decision as to the prices(s) and amount of this bid/proposal or, if not, that I have written authorization form that person to make the statements set out below on his or her behalf and on behalf of my company.

I further attest that:

1. The prices in this bid/proposal 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 respondent or with any other competitor.
2. The respondent prior to the opening has disclosed neither the price(s) nor the amount of this proposal.
3. No attempt has been made to solicit, cause or induce any company or person to refrain from bidding on this project, or to submit a bid/proposal higher than the bid/proposal of this firm, or any intent ally high or non-competitive bid/proposal or other form of complementary bid/proposal.
4. The bid/proposal of my company is made in good faith and not pursuant to any agreement or discussion with, or inducement from any company or person to submit a complementary bid/proposal.
5. My company has not offered or entered into a subcontract or agreement regarding the purchase of materials or services from any other company or person, or offered, promised or paid case or anything of value to any company or person, whether in connection with this or any other project, in consideration for an agreement or promise by a company or person to refrain from bidding or to submit a complementary bid/proposal.
6. I have made a diligent inquiry of all members, officers, employees, and agents of my company with responsibilities relating to the preparation, approval or submission of my company's bid/proposal on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in this affidavit.
7. By submission of this bid/proposal I certify that I have read, am familiar with, and will comply with any and all segments of these specifications.

The person signing this bid/proposal, under the penalties of perjury, affirms the truth thereof.

Signature & Company Position

Date Signed

Print Name & Company Name

Federal ID Number

EXHIBIT 6
IRAN DIVESTMENT FORM



IRAN DIVESTMENT ACT AFFIDAVIT OF INDIVIDUAL OR ENTITY

STATE OF NEW YORK)
SS:
COUNTY OF NEW YORK)

, BEING DULY SWORN, DEPOSES AND SAYS THAT:

- 1. I am responding to a competitive procurement to provide services and/or supplies on behalf of , to the HUDSON RIVER PARK TRUST pursuant to competitive procurement rules and regulations.
2. The address of the company or individual submitting the proposal is:
3. The affidavit is submitted pursuant to the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, and New York State Finance Law (SFL), Section 165-a, effective April 12, 2012, and the regulations promulgated thereunder. It is made under penalty of perjury, for the purpose of showing that the respondent has no "investment activities in Iran".
4. The respondent's taxpayer identifications number is:
5. The respondent/contractor does hereby certify that it is not engaged in "investment activities in Iran" as defined by the laws of the State of New York; nor will it invest or participate in such activities during the terms of the contract.

DATED: _____

Signature

Title

Subscribed to and sworn to before me
This day of , 20

Notary Public

EXHIBIT 7

M/WBE FORMS AND SDVOB QUESTIONNAIRE

1. **Diversity Practices Questionnaire**
2. **M/WBE Utilization Plan**
3. **Minority and Women-Owned Business Enterprise and Equal Opportunity Policy Statement**
4. **SDVOB Utilization Plan**
5. **EO 177 – Certification of Instituting Policies Against Harassment & Discrimination**

1. Diversity Practices Questionnaire

I, _____, as _____ (title) of _____ firm or company (hereafter referred to as the company), swear and/or affirm under penalty of perjury that the answers submitted to the following questions are complete and accurate to the best of my knowledge:

1. Does your company have a Chief Diversity Officer or other individual who is tasked with supplier diversity initiatives? Yes or No

If yes, provide the name, title, description of duties, and evidence of initiatives performed by this individual or individuals.

2. What percentage of your company's gross revenues (from your prior fiscal year) was paid to New York State certified minority and/or women-owned business enterprises as subcontractors, suppliers, joint-ventures, partners or other similar arrangement for the provision of goods or services to your company's clients or customers?

3. What percentage of your company's overhead (i.e. those expenditures that are not directly related to the provision of goods or services to your company's clients or customers) or non-contract-related expenses (from your prior fiscal year) was paid to New York State certified minority- and women-owned business as suppliers/contractors?¹

¹ Do not include onsite project overhead.

4. Does your company provide technical training² to minority- and women-owned business enterprises? Yes or No

If yes, provide a description of such training which should include, but not be limited to, the date the program was initiated, the names and the number of minority- and women-owned business enterprises participating in such training, the number of years such training has been offered and the number of hours per year for which such training occurs.

5. Is your company participating in a government approved minority- and women-owned business enterprise mentor-protégé program? Yes or No

If yes, identify the governmental mentoring program in which your company participates and provide evidence demonstrating the extent of your company's commitment to the governmental mentoring program.

6. Does your company include specific quantitative goals for the utilization of minority- and women-owned business enterprises in its non-government procurements? Yes or No

If yes, provide a description of such non-government procurements (including time period, goal, scope and dollar amount) and indicate the percentage of the goals that were attained.

7. Does your company have a formal minority- and women-owned business enterprise supplier diversity program? Yes or No

If yes, provide documentation of program activities and a copy of policy or program materials.

² Technical training is the process of teaching employees how to more accurately and thoroughly perform the technical components of their jobs. Training can include technology applications, products, sales and service tactics, and more. Technical skills are job-specific as opposed to soft skills, which are transferable.

8. Does your company plan to enter into partnering or subcontracting agreements with New York State certified minority- and women-owned business enterprises if selected as the successful respondent? Yes or No

If yes, complete the attached Utilization Plan.

All information provided in connection with the questionnaire is subject to audit and any fraudulent statements are subject to criminal prosecution and debarment. (Attach additional pages if necessary.)

Signature of Owner/Official: _____

Printed Name of Signatory: _____

Title: _____

Name of Business: _____

Address: _____

City, State, Zip: _____

STATE OF _____

COUNTY OF _____) ss:

On the _____ day of _____, 201_, before me, the undersigned, a Notary Public in and for the State of _____, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to this certification and said person executed this instrument.

Notary Public

2. M/WBE Utilization Plan



CONTRACTOR'S M/WBE UTILIZATION PLAN
for Requests for Proposals and Invitations for Bids

Failure to make good faith efforts can result in the contract being awarded to another contractor.

Contract #:

Contractor:

Project Location:

Project Description:

Start Date:

Completion Date:

Contact Person:

Street Address:

City:

State:

Zip:

Telephone #:

E-Mail:

Fax #:

Federal ID #:

SFS Vendor ID:

NAICS #:

Total Vendor M/WBE Utilization Plan:	
MBE	<input type="text"/>
WBE	<input type="text"/>
Combined	<input type="text"/>

Are you a NYS M/WBE contractor certified by the NYS Empire State Development Corporation? YES NO

Certified M/WBE Prime, Subcontractors, and/or Suppliers Breakout									
Company Name	City & State	Federal ID #:	SFS Vendor ID	Description of Scope of Work	NAICS Code(s)	M or W	% of Overall Contract	Anticipated Start Date	Anticipated Completion Date

Pursuant to Executive Law Article 15-A, my firm will engage in good faith efforts to achieve the M/WBE goals on this contract. I understand that failure to make good faith efforts can result in the contract being awarded to another contractor. I understand that all listed subcontractors will be contacted for verification of solicitation.

I understand that utilization of certified minority and women owned business enterprises for non-commercially useful functions may not be counted towards utilization of certified M/WBEs as identified in this utilization plan.

Contractor's Signature & Date:

Print Name and Title:

The Freedom of Information Law requires public disclosure of certain records held by HRPT. Based upon the foregoing, you are hereby notified that this document, and related documents, constitute "records" that fall under the scope of the Freedom of Information Law. Therefore, such documents may be made available to the public, including posting for public review on HRPT's website.

3. **Minority and Women-Owned Business Enterprise and Equal Opportunity Policy Statement**



MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES & EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT

I, _____, the (awardee/contractor) agree to adopt the following policies with respect to the project being developed or services rendered at

MWBE

This organization will and will cause its contractors and subcontractors to take good faith actions to achieve the MWBE contract participations goals set by the State for that area in which the State-funded project is located, by taking the following steps:

- (1)** Actively and affirmatively solicit bids for contracts and subcontracts from qualified State certified MBEs or WBEs, including solicitations to M/WBE contractor associations.
- (2)** Request a list of State-certified M/WBEs from Hudson River Park Trust and solicit bids from them directly.
- (3)** Ensure that plans, specifications, request for proposals and other documents used to secure bids will be made available in sufficient time for review by prospective M/WBEs.
- (4)** Where feasible, divide the work into smaller portions to enhanced participations by M/WBEs and encourage the formation of joint venture and other partnerships among M/WBE contractors to enhance their participation.
- (5)** Document and maintain records of bid solicitation, including those to M/WBEs and the results thereof. Contractor will also maintain records of actions that its subcontractors have taken toward meeting M/WBE contract participation goals.
- (6)** Ensure that progress payments to M/WBEs are made on a timely basis so that undue financial hardship is avoided, and that bonding and other credit requirements are waived or appropriate alternatives developed to encourage M/WBE

EEO

- (a)** This organization will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing programs of affirmative action to ensure that minority group members are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on state contracts.
- (b)** This organization shall state in all solicitation or advertisements for employees that in the performance of the State contract all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex disability or marital status.
- (c)** At the request of the contracting agency, this organization shall request each employment agency, labor union, or authorized representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of this organization’s obligations herein.
- (d)** This organization will include the provisions of sections (a) through (c) of this agreement in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the State contract



**MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES &
EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT**

Agreed to this day of , 20

By _____

Print:

Title:

Minority Business Enterprise Liaison

_____ is designated as the Minority Business Enterprise Liaison
(Name of Designated Liaison)
responsible for administering the Minority and Women Owned Business Enterprises Equal Employment
Opportunity (M/WBE-EEO) program.

M/WBE Contract Goals

% Minority Business Enterprise Participation

% Women's Business Enterprise Participation

(Authorized Representative Signature)

Title:

Date:

4. SDVOB Utilization Plan

SDVOB UTILIZATION PLAN

Initial Plan Revised plan Contract/Solicitation # _____

INSTRUCTIONS: This Utilization Plan must contain a detailed description of the supplies and/or services to be provided by each NYS Certified Service-Disabled Veteran-Owned Business (SDVOB) under the contract. By submission of this Plan, the Bidder/Contractor commits to making good faith efforts in the utilization of SDVOB subcontractors and suppliers as required by the SDVOB goals contained in the Solicitation/Contract. Making false representations or providing information that shows a lack of good faith as part of, or in conjunction with, the submission of a Utilization Plan is prohibited by law and may result in penalties including, but not limited to, termination of a contract for cause, loss of eligibility to submit future bids, and/or withholding of payments. Firms that do not perform commercially useful functions may not be counted toward SDVOB utilization. Attach additional sheets if necessary.

BIDDER/CONTRACTOR INFORMATION		SDVOB Goals In Contract
Bidder/Contractor Name:	NYS Vendor ID:	%
Bidder/Contractor Address (Street, City, State and Zip Code):		
Bidder/Contractor Telephone Number:	Contract Work Location/Region:	
Contract Description/Title:		

CONTRACTOR INFORMATION			
Prepared by (Signature):	Name and Title of Preparer:	Telephone Number:	Date:

Email Address:

If unable to meet the SDVOB goals set forth in the solicitation/contract, bidder/contractor must submit a request for waiver on the SDVOB Waiver Form.

SDVOB Subcontractor/Supplier Name:	
------------------------------------	--

Please identify the person you contacted:	Federal Identification No.:	Telephone No.:
---	-----------------------------	----------------

Address:	Email Address:
----------	----------------

Detailed description of work to be provided by subcontractor/supplier:

Dollar Value of subcontracts/supplies/services (When \$ value cannot be estimated, provide the estimated % of contract work the SDVOB will perform): \$ _____ or _____%

SDVOB Subcontractor/Supplier Name:	
------------------------------------	--

Please identify the person you contacted:	Federal Identification No.:	Telephone No.:
---	-----------------------------	----------------

Address:	Email Address:
----------	----------------

Detailed Description of work to be provided by subcontractor/supplier:

Dollar Value of subcontracts/supplies/services (When \$ value cannot be estimated, provide the estimated % of contract work the SDVOB will perform): \$ _____ or _____%

FOR HRPT USE ONLY :

HRPT Authorized Signature:	<input type="checkbox"/> Accepted	<input type="checkbox"/> Accepted as Noted	<input type="checkbox"/> Notice of Deficiency
----------------------------	-----------------------------------	--	---

NAME (Please Print):	SDVOB %/\$ _____	Date Received:	Date Processed:
----------------------	------------------	----------------	-----------------

Comments:

NYS CERTIFIED SDVOB SUBCONTRACTOR/SUPPLIER INFORMATION: The directory of New York State Certified SDVOBs can be viewed at: http://ogs.ny.gov/Core/docs/CertifiedNYS_SDVOB.pdf
 Note: All listed Subcontractors/Suppliers will be contacted and verified by **HRPT.**

ADDITIONAL SHEET

Bidder/Contractor Name:	Contract/Solicitation # _____
-------------------------	-------------------------------

SDVOB Subcontractor/Supplier Name:		
Please identify the person you contacted:	Federal Identification No.:	Telephone No.:
Address:	Email Address:	
Detailed Description of work to be provided by subcontractor/supplier:		
Dollar Value of subcontracts/supplies/services (When \$ value cannot be estimated, provide the estimated % of contract work the SDVOB will perform): \$ _____ or _____ %		
SDVOB Subcontractor/Supplier Name:		
Please identify the person you contacted:	Federal Identification No.:	Telephone No.:
Address:	Email Address:	
Detailed Description of work to be provided by subcontractor/supplier:		
Dollar Value of subcontracts/supplies/services (When \$ value cannot be estimated, provide the estimated % of contract work the SDVOB will perform): \$ _____ or _____ %		
SDVOB Subcontractor/Supplier Name:		
Please identify the person you contacted:	Federal Identification No.:	Telephone No.:
Address:	Email Address:	
Detailed Description of work to be provided by subcontractor/supplier:		
Dollar Value of subcontracts/supplies/services (When \$ value cannot be estimated, provide the estimated % of contract work the SDVOB will perform): \$ _____ or _____ %		
SDVOB Subcontractor/Supplier Name:		
Please identify the person you contacted:	Federal Identification No.:	Telephone No.:
Address:	Email Address:	
Detailed Description of work to be provided by subcontractor/supplier:		
Dollar Value of subcontracts/supplies/services (When \$ value cannot be estimated, provide the estimated % of contract work the SDVOB will perform): \$ _____ or _____ %		
SDVOB Subcontractor/Supplier Name:		
Please identify the person you contacted:	Federal Identification No.:	Telephone No.:
Address:	Email Address:	
Detailed Description of work to be provided by subcontractor/supplier:		
Dollar Value of subcontracts/supplies/services (When \$ value cannot be estimated, provide the estimated % of contract work the SDVOB will perform): \$ _____ or _____ %		

5. **EO 177 – Certification of Instituting Policies Against Harassment and
Discrimination**



**CERTIFICATION OF INSTITUTING POLICIES
AGAINST HARASSMENT & DISCRIMINATION**

In accordance with Executive Order No. 177, the Bidder hereby certifies that it does not have institutional policies or practices that fail to address the harassment and discrimination of individuals on the basis of their age, race, creed, color, national origin, sex, sexual orientation, gender identity, disability, marital status, military status, or other protected status under the Human Rights Law.

Executive Order No. 177 and this certification do not affect institutional policies or practices that are protected by existing law, including but not limited to the First Amendment of the United States Constitution, Article 1, Section 3 of the New York State Constitution, and Section 296(11) of the New York State Human Rights Law.

Contractor:
(Business name): _____

By
(Authorized signatoryⁱ): _____

Title: _____

Date: _____

ⁱ Form to be signed by an individual officially authorized to sign on behalf of business

EXHIBIT 8
CONTRACT DRAFT



**CERTIFICATION OF INSTITUTING POLICIES
AGAINST HARASSMENT & DISCRIMINATION**

In accordance with Executive Order No. 177, the Bidder hereby certifies that it does not have institutional policies or practices that fail to address the harassment and discrimination of individuals on the basis of their age, race, creed, color, national origin, sex, sexual orientation, gender identity, disability, marital status, military status, or other protected status under the Human Rights Law.

Executive Order No. 177 and this certification do not affect institutional policies or practices that are protected by existing law, including but not limited to the First Amendment of the United States Constitution, Article 1, Section 3 of the New York State Constitution, and Section 296(11) of the New York State Human Rights Law.

Contractor:
(Business name): _____

By
(Authorized signatoryⁱ): _____

Title: _____

Date: _____

ⁱ Form to be signed by an individual officially authorized to sign on behalf of business

CONTRACT NO. C4995

EMERGENCY PIER 40 WALKWAY REPLACEMENT

[NAME OF CONTRACTOR]

PART I SPECIFIC TERMS

HUDSON RIVER PARK TRUST (the “Trust”) and the consultant, contractor or party identified below (each a “Contractor”), in consideration of the mutual covenants contained in the Contract (as defined below) and other valuable and good consideration, do hereby agree to all of the terms and conditions set forth in (i) these Specific Terms (Part I) set forth immediately below, (ii) the General Terms and Conditions (Part II) annexed hereto and made a part hereof and (iii) the Appendices (Part III) annexed hereto and made a part hereof.

The Contractor shall provide the services (“Services”) described in Appendix B - Scope of Services and shall be compensated for the rendering of the Services in accordance with Part II Article II of the Contract and as provided in Appendix C - Fee and Cost Schedule. The Contractor must purchase and maintain insurance for the Term of the Contract as provided in Appendix D - Insurance. If Part I, Section 1.8 indicates that the Contract is subject to an M/WBE Percentage Goal, the Contractor must comply with the M/WBE requirements provided in Appendix E - M/WBE Requirements. If Part I, Section 1.9 indicates that the Contract is subject to an SDVOB Percentage Goal, the Contractor must comply with the SDVOB requirements provided in Appendix F - SDVOB Requirements. The term “State” as referenced in Appendix A shall mean the State of New York and the Trust.

1. The Contract

1.1 Contract: These Specific Terms and Conditions (Part I), the General Terms and Conditions (Part II) and the Appendices (Part III)

1.2 Contract No. C4995

1.3 Contract Date: The date of the Contract is as of [Insert Date].

1.4 Commencement Date: [_____].

1.5 Term: One (1) Year

1.6 Maximum Contract Price: [_____]

1.7 Project: The emergency installation, maintenance, and removal of temporary facilities, such as fences, gates, sidewalk bridging, etc., the selective demolition, salvage, and removals of existing elements, ACM abatement as required, installation of the new lightweight structural concrete walkway and waterproofing membrane, and re-installation of the existing 8’-0” tall chain link fence.

1.8 M/WBE Participation Goal: See Appendix E - M/WBE Requirements.

1.9 SDVOB Participation Goal: See Appendix F - SDVOB Requirements.

2. Parties

2.1 The Trust: Hudson River Park Trust, a public benefit corporation of the State of New York.

2.2 The Contractor: [Insert legal Name of Contractor], a New York [or if not NY, insert State] [Insert "individual", "Trust", "partnership", or "limited liability company"], having an office at:

[Insert Street Address]
[Insert City, State and Zip Code]

Federal Tax ID# [Insert]

2.3 Contractor's Contact Person: [Insert Name and Title]

2.4 Trust's Contact Person: [Insert Name and Title]

3. **Notice Parties and Addresses**

Any notice, approval, consent, acceptance, request, bill, demand or statement required or permitted to be given hereunder ("**Notice**") from either party to the other shall be in writing and shall be deemed given when received by overnight mail or when deposited with the United States Postal Service in a postage prepaid envelope, certified or registered mail, addressed to the other party at the addresses set forth below.

3.1 Notices to the Trust:

Hudson River Park Trust
353 West Street, Pier 40, 2nd Floor
New York, N.Y. 10014
Attn: General Counsel

with a copy to:

Hudson River Park Trust
353 West Street, Pier 40, 2nd Floor
New York, N.Y. 10014
Attn: William Rettig

3.2 Notices to the Contractor:

[Insert Name of Contractor]
[Insert Street Address]
[Insert City, State and Zip Code]
Attn: [Insert Name and Title]

4. **Special Provisions** The provisions set forth below are hereby added to and made part of, or deleted from the Contract, as indicated. In the event any conflict exists between any of the General Terms and Conditions (Part II) of the Contract and these special provisions, these special provisions shall govern.

4.1 Intentionally Omitted.

4.2 Workforce Utilization. A Workforce Utilization Report is required for all non-construction contracts in excess of \$25,000 and for all construction contracts in excess of \$100,000. Once the Contract has been awarded, the Contractor and its Subcontractor(s) shall each submit a monthly and quarterly Workforce Utilization Report to the Trust with each payment requisition, which shall indicate the actual workforce utilized in the performance of the Contract broken down by the specified categories including ethnic background, gender, and Federal occupational categories. The Trust shall provide the requisite forms to the Contractor. The Trust may withhold payments to the Contractor for any incomplete submissions.

4.3 Intentionally Omitted.

4.4 Liens. The Contractor shall not file, cause to be filed, or allow any person claiming by or through the Contractor to file any lien in any way related to the Contract without first giving Trust fifteen (15) days advance written notice of the prospective lienor's intent to file such lien and the basis upon which a right of lien is claimed, including an express statement of the dollar amount of any claim pursuant to which it is claimed such right of lien arises. The Trust shall have the right to cause such lien to be cancelled and discharged by bonding or otherwise in either of the following events: (1) if the Contractor, or any person claiming by or through the Contractor, files or causes to be filed, a lien without giving proper advanced notice as required as set forth above; or (2) if any of Subcontractor (as defined in Part II, Article I, Section 5) or any person claiming by or through such Subcontractor shall file or cause to be filed any lien, or the Contractor, upon notice from the Trust, fails to cause such a lien to be cancelled and discharged with ten (10) calendar days from such notice. Any expense so incurred by the Trust in connection with such cancellation or discharge, including the premiums upon any bond furnished for such cancellation and discharge and reasonable attorneys' fees and disbursements, shall be paid by the Contractor upon demand or, at the option of the Trust, shall be deducted from any payment then due or thereafter becoming due to the Contractor.

The Contractor shall indemnify and hold harmless the Trust, the City and the State of New York and their respective representatives against any and all Subcontractors' liens that may be filed. If the Contractor shall fail to promptly discharge all Subcontractors' liens, the Trust shall have no obligation to make any payment to the Contractor, and shall have the right to discharge any liens that may have been filed by any Subcontractor of any tier.

All materials and equipment furnished or installed by the Contractor shall be free of all claims, liens, and encumbrances including, without limitation, conditional bills of sale, security agreements, financing statements or chattel mortgages. At the request of the Trust, the Contractor shall furnish to the Trust such properly executed, acknowledged and delivered bills of sale and other instruments as may be required by the Trust to assure the Trust of title to such materials and equipment, free of claims, liens and encumbrances. The Contractor shall mark or otherwise identify all such materials and equipment as the property of the Trust.

IN WITNESS WHEREOF, the parties hereto have executed the Contract as of the Contract Date here above written.

HUDSON RIVER PARK TRUST

[INSERT CONTRACTOR NAME]

By: _____ By: _____
Madelyn Wils [Insert name of company officer]
President & CEO [Insert title of company officer]

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

On this ____ day of _____, 2018 before me personally came _____ to me known, who being duly sworn, did depose and say that he/she is the [Insert Title] of the Hudson River Park Trust, and the said person described in and who executed the foregoing instrument, and he/she acknowledged that he/she executed same in his/her official capacity and for the purpose mention therein.

Notary Public

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

On this ____ day of _____, 2018, before me personally came _____ to me known, who being duly sworn, did depose and say that he/she is [Insert Title] of [Company], and the said person described in and who executed the foregoing instrument, and he/she acknowledged that he/she executed same in his/her official capacity and for the purpose mention therein.

Notary Public

PART II
GENERAL TERMS AND CONDITIONS

ARTICLE I
PERFORMANCE OF SERVICES

1. **Supervision by the Trust.** Services shall be subject to the general supervision and direction of the Trust or its authorized representative, whose decision shall be final and binding upon the Contractor as to all matters arising in connection with or relating to the Contract. Neither the Trust's exercise nor failure to exercise such supervision and direction shall relieve the Contractor of any of its obligations or responsibilities for its acts or failure to act with regards to the Contract. The Trust shall reasonably determine all matters relative to the fulfillment of the Contract on the part of the Contractor and such determination shall be final and binding on the Contractor.
2. **Approvals or Acceptance by the Trust.** Whenever action is to be taken, or approval or acceptance given by the Trust, such action, approval or acceptance shall be deemed to have been taken or given, only if so taken or given by the Trust's representative, by the official of the Trust who signed the Contract on behalf of the Trust, or by another officer or employee of the Trust duly designated by such signing officer to represent the Trust in connection therewith. The Trust shall notify the Contractor in writing of the giving or withholding of each such approval or acceptance within a reasonable period of time. The Trust's acceptance or approval of documents or other materials prepared by the Contractor hereunder shall in no way relieve the Contractor of responsibility for such materials.
3. **Contractor Cooperation.** The Contractor shall work with and exchange information with such entities or individuals in connection with the Services as the Trust shall designate from time to time, and agrees to meet with such entities or individuals at such times as the Trust may require in order to maintain an ongoing review process to expedite determinations and approvals required to be made in connection with the Services.
4. **Contact Persons.** The Trust will designate in writing an individual who will serve as the Trust's representative and normal point of contact for the Contractor with regards to the Contract and the Contractor's Services and obligations hereunder. The Contractor shall designate in writing to the Trust one individual, satisfactory to the Trust, who shall be responsible for coordinating all Services to be rendered by the Contractor and who shall be the Trust's normal point of contact with the Contractor on matters relating to such Services. Such individual shall be replaced upon the Trust's written request. The Trust and Contractor may from time to time change this designation by notification to the other party.
5. **Approval of Subcontractors and Subcontracts.** The Contractor shall not employ, contract with or use the services of any consultant, contractor, or other third party (collectively "**Subcontractor(s)**") in connection with the performance of its obligations under the Contract without the prior written consent of the Trust. The Contractor shall inform the Trust in writing of the name, proposed service to be rendered, and compensation of the Subcontractors, and of any interest it may have in the proposed Subcontractors. The Contractor shall be responsible for the performance of the Services of any Subcontractors engaged, including the maintenance of budgets, cost controls, and schedules, coordination of their work and resolutions of all differences between or among the Contractor and Subcontractors. It is expressly understood and agreed that all Subcontractors engaged by Contractor

hereunder shall at all times be deemed engaged by the Contractor and not by the Trust. The Contractor shall cause any Subcontractor employed by the Contractor in connection with the Contract to be bound to the terms and conditions of the Contract to the extent such terms and conditions are, or may be, applicable to such Subcontractors. All subcontracts held by the Contractor (“**Subcontracts**”) must include the following provisions:

- (a) there is no privity of contract between the Subcontractor and the Trust;
- (b) the Trust will not incur any liability by virtue of any act, omission, negligence, or obligation of the Subcontractor or the Contractor;
- (c) the Subcontractor shall indemnify, defend and hold harmless the Indemnitees (defined in Article V) against any and all claims, judgments or liabilities to which they may be subject (including, without limitation, any and all claims for injuries to persons (including death) and damage to property) because of any negligence or any fault or default of the Subcontractor, its agents, employees or subcontractors or the breach of the Subcontractor’s obligations under the Subcontract;
- (d) the Subcontractor’s payment requisitions shall conform to the same requirements for Contractor’s payment requisitions and include the representations and warranties set forth in Article III hereof;
- (e) the termination provisions for cause and convenience set forth in Article IV herein shall be included in the Subcontract;
- (f) the Subcontract may be assigned without the written consent of the Subcontractor to the Trust or any other corporation, agency or instrumentality having authority to accept the assignment; and
- (g) all services performed under the Subcontract shall strictly comply with the requirements of the Contract.

If the Contractor fails to include the provisions set forth in this Subsection 5 in any Subcontract, the Contractor hereby agrees to indemnify, defend and hold harmless the Trust and their representatives against any and all claims, damages, awards, judgments, liabilities, expenses, fines, penalties, costs and/or fees incurred by or imposed upon the Trust and their representatives, including reasonable attorney fees, as a result of said failure.

- 6. Contractor as Independent Contractor.** Notwithstanding any other provisions of the Contract, the Contractor’s status (and that of any Subcontractor) shall be that of an independent contractor and not that of an agent or employee of the Trust. Accordingly, neither the Contractor nor any Subcontractor shall hold itself out as, or claim to be acting in the capacity of, an employee or agent of the Trust.
- 7. Contractor to Obtain Permits.** Except as otherwise instructed in writing by the Trust, the Contractor shall obtain and comply with all legally required licenses, consents, approvals, orders, authorizations, permits, restrictions, declarations and filings required to be obtained by the Trust or the Contractor in connection with the Contract.

8. **Contractor to Comply with Legal Requirements.** The Contractor, in performing its obligations and in preparing all documents required under the Contract, shall comply with all applicable laws and regulations to be included in the Contract. All applicable laws and regulations shall be deemed to be included in the Contract with the same effect as if set forth in full.
9. **Increase or Decrease in the Scope of Services.** The Trust shall have the right to make changes to, and/or increase or decrease the Scope of the Services or to extend the Term at any time and for any reason upon notice to Contractor specifying the nature and extent of such changes. In the event any such changes result in a reduction of the scope of services, the Maximum Contract Price will be correspondingly reduced to reflect the deleted services. In the event any such changes result in an additional expenditure of time by the Contractor or Subcontractors, the Trust and the Contractor shall negotiate an additional fee for such changes evidenced in an amendment to the Contract.

ARTICLE II **PAYMENT OF SERVICES**

1. Payments.

- (a) Subject to, and in accordance with this Article II, the Trust shall pay to the Contractor, and the Contractor agrees to accept in full consideration for the Services, and for all expenses of the Contractor in connection therewith, including Subcontractors' costs and reimbursable expenses, an amount not to exceed the Maximum Contract Price, payable in accordance with this Article II and as provided in Appendix C.
- (b) Requisitions shall be in a form reasonably acceptable to the Trust and shall be supported by any appropriate or necessary documentation or other evidence relating to the amounts set forth in the requisition as the Trust may reasonably require including, but not limited to invoices, receipts and vouchers from Subcontractors and suppliers, information related to M/WBEs, SDVOBs and Workforce Utilization Reports required under Appendix E and, where applicable, the time sheets and/or certified payroll reports of the Contractor's staff. Each requisition submitted to the Trust by the Contractor shall constitute a representation that, except as specifically set forth in the requisition, as of the date of the requisition, all representations and warranties made by the Contractor in Article III are true, complete and accurate as if made as of the date of the submission of the requisition. Thereafter, the Trust shall approve the requisition if the Services have been satisfactorily performed in accordance with the Contract.
- (c) The Contractor, with the Trust's prior approval, may exceed the maximum payment allocated to a particular portion of the Services if the Contractor by notice determines that the maximum payment initially allocated to the portion is insufficient to adequately perform the portion of the Services and if the Contractor demonstrates to the Trust a savings with respect to another portion of the Services which is at least equal to the amount of such excess. However, notwithstanding the above, in no event shall the Trust pay the Contractor more than the Maximum Contract Price.

2. **Acceptance of Final Payment/Release and Discharge.** The acceptance by Contractor of the final payment under the Contract, or any final payment due on earlier termination of the Contract under Article IV, shall constitute a full and complete waiver and release of the Trust from any and all claims, demands and causes of action whatsoever that the Contractor, and/or its successors and assigns, have, or may have, against the Trust under the provisions of the Contract, unless a detailed

and verified statement of claim is served upon the Trust not later than fifteen (15) days after the making of the final payment. In the absence of a verified statement of claim, if the Contractor performs Services that involve maintenance, repairs or minor construction, the Contractor must supply the Trust with lien waivers for itself and its Subcontractors along with its request for final payment. It is expressly understood and agreed that the Trust's or Contractor's termination of the Contract pursuant to Article IV hereof shall not give rise to any claims against the Trust for damages, compensation, or otherwise as a result of such termination, and that under such circumstances, the Trust's liability to make payments to Contractor on account of any and all Services shall be limited to the payments set forth in this Article II and as provided in Appendix C.

ARTICLE III **REPRESENTATIONS AND WARRANTIES**

1. Representations and Warranties.

- (a) The Contractor represents and warrants to the Trust that:
 - (i) no public official is directly or indirectly interested in the Contract, or in the supplies, materials, equipment, work, labor or Services to which it relates or in any of the profits thereof;
 - (ii) except as set forth in the Contract, the Contractor has, and shall have, no interest, direct or indirect, in the project to which the Services relate;
 - (iii) to the best of its knowledge, upon due inquiry, no officer, member, partner or employee of the Contractor has, prior to the date of the Contract, been called before a grand jury, head of a state agency, head of a city department or other city agency to testify in an investigation concerning any transaction or contract had with the State of New York, any political subdivision thereof, a public authority, or with any public department, agency or official of the State of New York or of any political subdivision thereof and refused to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract; and
 - (iv) it has not employed any person, trust or partnership to solicit or procure the Contract, and has not made, and will not make, any payment or agreement for the payment of any commission, percentage, brokerage, or contingent fee, or other compensation in connection with the procurement of the Contract.

- (b) The Contractor represents and agrees that:
 - (i) recognizing that time for completion of the Services is of the essence, the Contractor shall perform all of its obligations hereunder in a prompt, efficient and professional and/or workman like manner with the skill and care of similarly licensed professionals and in accordance with the time periods for the Services set forth herein;
 - (ii) The Contractor, its personnel assigned to perform the Services, and any Subcontractors engaged by the Contractor in the performance of the Contractor's obligations hereunder are qualified in all respects for such assignment and have the experience and expertise in projects of similar scope and complexity to the Services. All such assigned personnel and Subcontractors are subject to approval by the Trust, which approval shall not be unreasonably withheld, and the Trust may direct the Contractor to replace assigned personnel at any time; the Contractor's personnel assigned to perform the Services shall

- be available to the Trust during normal working hours and at other times as may be additionally needed upon notice from the Trust for project meetings, public meetings, site supervision, field visits and inspections;
- (iii) The Contractor, in the performance of its obligations hereunder, shall utilize efficient available methodology and technology for the purpose of reducing the cost and time of such performance;
 - (iv) The Contractor shall use good faith efforts to protect and further the Trust's interests in performing such Services recognizing the need for trust and confidence in the relationship between the Contractor and the Trust with regards to the Services to be performed hereunder;
 - (v) The Contractor shall comply with the provisions of all Federal, State and local statutes, laws, rules, ordinances and regulations that are applicable to the performance of the Contract;
 - (vi) The Contractor shall diligently render to the Trust any and all assistance which may be required by the Trust should any claim be made or any action be brought against the Trust which states a cause of action related to the Services; and
 - (vii) The Contractor shall not commit its personnel to, nor engage in, any other projects during the term of the Contract to the extent that such projects may adversely affect the quality or efficiency of the Services or would otherwise be detrimental to the conduct and completion of the Services, and the Contractor shall provide sufficient numbers of qualified personnel as shall be required to perform the Services in the time requested by the Trust.

2. Conflict of Interest. Contractor represents and warrants that:

- (a) Contractor has not now, and will not, for a period of one (1) year following expiration of the Contract, acquire any interest, direct or indirect, present or prospective, in the project to which the Contractor's work relates or the real estate which is the subject of the project, has not employed and will not knowingly employ in connection with work to be performed hereunder any person or entity having any such interest during the Term of the Contract.
- (b) Contractor shall not knowingly permit any officer, employee, agent or director of the Trust or any of its subsidiaries to share in any benefits that arise from the Contractor's work.
- (c) Contractor shall not knowingly permit any officer, employee, agent or director of the Trust, or any of its subsidiaries to participate in any decision relating to the Contract that affects the personal interest of the aforementioned individuals, or the interests of any Trust, partnership, or association in which those individuals are directly or indirectly interested; nor shall any officer, agent, director or employee of the Trust, or any of its subsidiaries be permitted by the Contractor to have any interest, direct or indirect, in the Contract or the proceedings thereof.
- (d) Contractor shall cause, for the benefit of the Trust, every contract or agreement with any Subcontractor to include the representations contained in subsections (a), (b), and (c) of this Subsection 2. The Contractor shall take such action in enforcing such provisions as the Trust may direct, or, at Contractor's option, assign such rights as it may have to the Trust for enforcement by the Trust.

ARTICLE IV
DELAYS, SUSPENSION OF SERVICES, TERMINATION

1. **Notice of Overruns and Delays.** The Contractor shall promptly give written notice to the Trust representative of the occurrence of an event or action, the discovery of a condition or the failure of an event or action to occur or a condition to exist as anticipated, that may result in an increase in (a) the compensation due Contractor; (b) reimbursable expenses and/or; (c) the number of hours necessary to perform the work or which may delay completion of the work (or extend the completion date). For purposes of this provision, “promptly” shall mean as soon as possible but in no event more than (3) business days after Contractor’s discovery of the occurrence, condition or failure which gives rise to the subject increase and/or delay.
2. **Disputes.** If at any time the Contractor believes that there is: (1) a condition that will entitle it to additional compensation; (2) a change in the schedule for completion of the Services; or (3) another issue arising out of terms, conditions, or the respective parties’ fulfillment of their obligations under the Contract (“**Dispute**”), within fifteen (15) days after the Contractor has knowledge of the occurrence of a Dispute, the Contractor shall deliver a written notice to the Trust stating the general nature of such Dispute. Senior executives of the parties shall negotiate in good faith to resolve any Disputes. Pending the resolution of any Dispute, the Contractor shall diligently continue to perform all Services under the Contract, including the Services that are the subject of such Dispute. Written notification and good faith negotiation shall be a condition precedent to the maintenance of any legal proceeding. The Contractor shall represent that it has complied with the condition precedent in its initial notice and pleading in any legal proceeding instituted by the Contractor or by the Trust.
3. **Suspension of Services.** The Trust may, at any time and for any reason and by written notice thereby (“**Suspension Notice**”), direct the Contractor to delay or suspend the services or any part thereof under the Contract for a period of time not to exceed ninety (90) days. The Suspension Notice shall specify the period during which such services are to be delayed or suspended. The Contract shall automatically terminate after ninety (90) days’ suspension or delay unless the Trust and the Contractor agree in writing to continue the Contract upon the same or newly negotiated terms, and the Trust and the Contractor execute a “Release of Claims” with regards to the period of suspension or delay. The Contractor shall resume such services upon the date the Trust may thereafter specify in writing upon reasonable notice to Contractor. If the Contract is delayed, suspended or terminated, the Contractor shall be entitled upon such delay, suspension or termination to payment of that portion of the fee and reimbursable costs that have not been paid to Contractor commensurate with the Services actually and satisfactorily performed by the Contractor prior to the date of delay, suspension or termination. The Contractor shall not be entitled to any fee during the period of delay or suspension unless the Trust, in its sole and absolute discretion, decides that the payment (and amount) of a fee is reasonable under the particular circumstances that gave rise to the suspension or delay.
4. **Termination for Convenience.** The parties acknowledge that the Trust may, at any time for the Trust’s convenience and without cause, terminate the Contract without incurring any penalty or damages on account of such termination upon seven (7) days’ written notice to the Contractor. In the event of such termination, the Trust shall pay the Contractor for services actually and satisfactorily performed by Contractor up to the date of such termination plus Trust-approved out-of-pocket expenses incurred by the Contractor. The Contractor agrees to cause any agreement or contract

entered into by the Contractor with any Subcontractors to contain a termination for convenience clause consistent with the provisions of this Subsection 4.

5. Default by Contractor. The Trust may terminate the Contract for cause, including:

- (a) a material breach of any covenant or agreement contained in the Contract;
- (b) if the Contractor shall default in the timely performance of any of its obligations under the Contract and such default shall continue for a period of three (3) days after written notice from the Trust specifying the occurrence, omission or failure giving rise to such default, or if in the opinion of the Trust, by reason of the nature of such default, such default cannot be cured within such three (3) day period and the Contractor has not promptly prosecuted the curing of such default;
- (c) the Contractor shall fail to diligently, timely and expeditiously perform its obligations set forth in the Contract;
- (d) any representation or warranty made or deemed to have been made under the Contract by the Contractor shall prove to be untrue in any material respect; or
- (e) the Contractor shall make a general assignment for the benefit of its creditors, or a receiver or trustee shall have been appointed on account of Contractor's insolvency, or Contractor otherwise shall be or become insolvent, or an order for relief shall have been entered against Contractor under Chapter 7 or Chapter 11 of Title 11 of the United States Bankruptcy Code.

In addition to any other remedies or claims that the Trust may have with respect to such representation or such default, the Trust may terminate the Contract immediately upon three (3) days' written notice to the Contractor. In the event of such termination, the Trust, without waiving any such remedy or claims, (including consequential damages) shall pay the Contractor that portion of the fee and reimbursable costs, not paid to the Contractor, commensurate with those Services actually and satisfactorily performed by the Contractor up to the date of such termination, provided, however, that the Trust shall deduct from any amounts due to the Contractor for additional costs and expenses that the Trust may incur in connection with the completion of the Services by another contractor(s) or consultant(s).

The Contractor agrees to cause any agreement or contract entered into by the Contractor with any Subcontractors to contain a termination for default clause consistent with the provisions of this Subsection 5.

6. Discontinuance of Services Upon Termination. Upon termination of the Contract the Contractor shall:

- (a) discontinue all its Services from and after the date of the notice of termination, except as may be required to complete any item or portion of services to a point where discontinuance will not cause unnecessary waste or duplicative work or cost as directed by the Trust;
- (b) cancel, or if so directed by the Trust, assign to the Trust any and all commitments and agreements made by the Contractor relating to the Services to the extent same are cancelable or assignable by the Contractor.

- (c) transfer to the Trust in the manner, to the extent, and at the time directed by the Trust, all supplies, materials and other property produced (including warranties) as a part of, or acquired in, the performance of the Services; and
- (d) take any other actions as the Trust may reasonably direct.

ARTICLE V
INDEMNIFICATION AND INSURANCE

1. **Indemnification.** Notwithstanding anything to the contrary contained herein, the Contractor shall be responsible for all injuries to persons, including death, or damage to property sustained while performing or resulting from the Services under the Contract, if and to the extent the same results from any act, omission, negligence, fault or default of Contractor or Subcontractors, or their employees, agents, servants, independent contractors or subcontractors retained by Contractor pursuant to the Contract. Contractor agrees to defend, indemnify and hold the Trust, the State of New York, the New York State Office of Parks, Recreation and Historic Preservation, the New York State Department of Environmental Conservation, the City of New York, the New York City Department of Parks and Recreation and each of their respective commissioners, directors, officers, agents and employees (collectively the “**Indemnitees**”) harmless from any and all claims, judgments and liabilities, including but not limited to claims, judgments and liabilities for injuries to persons (including death) and damage to property if and to the extent the same results from any act, omission, negligence, fault or default of Contractor or its Subcontractors, or their agents, employees, servants, independent contractors and subcontractors and from any claims against, or liability incurred by the Indemnitees by reason of claims against Contractor or its Subcontractors, or their employees, agents, servants, independent contractors and subcontractors for any matter whatsoever in connection with the Services performed under the Contract, including, but not limited to, claims for compensation, injury or death, and agree to reimburse the Indemnitees for reasonable attorney’s fees incurred in connection with the above. Contractor shall be solely responsible for the safety and protection of all its Subcontractors, or the employees, agents, servants, independent contractors, or subcontractors of Contractor or its Subcontractors, and shall assume all liability for injuries, including death, that may occur to said persons due to the negligence, fault or default of Contractor, its Subcontractors, or their respective agents, employees, servants, independent contractors or subcontractors.

This Subsection 1 shall survive the expiration or earlier termination of the Contract.

2. **Insurance.** At all times during the performance of the Services or for such other time periods as the Trust may require, the Contractor, at its sole cost and expense, shall purchase and maintain the insurance described in Appendix D unless the Trust determines, in its sole and absolute discretion, that such insurance limits warrant a reduction due to a material change in the Project or the Services.

ARTICLE VI
DOCUMENTS, CONFIDENTIALITY AND RECORDS

1. **Ownership of Documents.**

- (a) All originals, negatives, and electronic copies of all plans, drawings, reports, photograph, charts, programs, models, specimens, specifications, and other documents or materials required to be furnished by the Contractor under the Contract including drafts and reproduction copies

thereof (“**Documents**”), shall be and remain the exclusive property of the Trust, and the Trust shall have the right to publish, transfer, sell, license and use all or any part of such reports, plans, drawings, specification and other documents without payment of any additional royalty, charge or other compensation to the Contractor. If the Documents are altered by the Trust or its agents, the Trust holds the Contractor harmless from any liability for such use.

- (b) The Contractor agrees that it shall not publish, transfer, license or, except in connection with carrying out its obligations under the Contract, use or reuse all or any part of the Documents, excluding the Contractor’s “**Underlying Intellectual Property**” (as defined hereinafter), without the prior written approval of the Trust, except that the Contractor may retain copies of such reports and other documents for general reference use.
- (c) The Contractor’s Underlying Intellectual Property means the analytical concepts, approaches, methodologies, or formats developed by the Contractor’s staff, and other materials not prepared for delivery to the Trust and also includes any derivatives, improvements, enhancements or extensions of the Contractor’s Underlying Intellectual Property conceived, reduced to practice, or developed during the Term of the Contract that are not uniquely applicable to the Documents prepared for the Trust under the Contract.
- (d) The Contractor represents and warrants that, except for material which is in the public domain and non-original material, the Documents:
 - (i) shall be wholly original material not published elsewhere;
 - (ii) shall not violate any copyright, trademark or other applicable law; and
 - (iii) shall not, to the best of Contractor’s knowledge, constitute a defamation or invasion of the right of privacy or publicity, or an infringement of any kind, of any rights of any third party.
- (e) The Contractor shall not make any unauthorized use of copyrighted, trademarked or other protected materials or intellectual property and agrees to defend, indemnify and hold harmless the Trust and their respective officers, officials, agents, members, directors, and employees against any damage or liability arising out of the Contractor’s infringement or unauthorized use of any such material or property.

2. **Confidentiality.** The Contractor hereby agrees that all documents, data, recommendations, reports and other materials developed in the course of the Services authorized by the Contract are strictly confidential between the Contractor and the Trust and the Contractor may not at any time reveal or disclose such materials in whole or in part to any third party without first obtaining written permission from the Trust. Notwithstanding the preceding sentence, the Contractor shall cooperate fully with such third parties as the Trust may designate by written request.

3. **Maintenance, Audit and Examination of Records.** Pursuant to Section 10 of the Standard Clauses for NYS Contracts (attached hereto as Appendix A), the Contractor and its Subcontractors must maintain their respective books and records for examination and audit as specifically detailed therein. In the event of non-compliance thereof, the Trust shall not pay the Contractor any portion of the fee then due or becoming due, as the case may be, with respect to such non-compliance, and if such fee has already been paid, the Trust may require the Contractor to refund such fee. In addition, the

Contractor shall be responsible for any audit costs incurred by the Trust as a result of such non-compliance.

4. **PASSPort (formerly, VENDEX).** The Contractor shall provide the Trust with a list of all Subcontractors employed for the performance of the Services whose subcontract amount totals \$25,000 or more. The Contractor will furnish each such Subcontractor whose subcontract amount totals \$100,000 or more with the information for creating an account on and submitting information through the Mayor's Office of Contracts Services Procurement and Sourcing Solutions Portal (PASSPort). The Contractor shall cause each such Subcontractor to complete the required PASSPort background and disclosure submissions in a timely fashion but in no event later than the commencement of the Services performed by such Subcontractor pursuant to its subcontract.

ARTICLE VII **OTHER STANDARD PROVISIONS**

1. **No Waiver.** Failure by the Trust to insist upon the strict performance of any term or condition of the Contract or to exercise any right or remedy consequent upon a breach thereof, and no acceptance of full or partial performance during the continuance of any such breach shall constitute a waiver of any such breach or such term or condition. No term or condition of the Contract to be performed or complied with by Contractor, and no breach thereof, shall be waived, altered or modified except by a written instrument executed by the Trust. No waiver of any breach shall affect or alter the Contract, but each and every term and condition of the Contract shall continue in full force and effect with respect to any other then existing or subsequent breach thereof. Contractor hereby waives any and all rights and remedies to which Contractor might otherwise be or become entitled to because of any wrongful act or omission of the Trust saving only Contractor's right to money damages.
2. **Provisions Required by Law Deemed Inserted.** Each and every provision of law and governmental regulation required by law to be inserted in the Contract shall be deemed to be inserted therein and the Contract shall read and enforced as though so included therein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Contract shall be deemed to be amended to make such insertion or correction. If the Contract contains any unlawful provision, the same shall be deemed of no effect and shall, upon the application of either party, be deemed stricken from the Contract without affecting the binding force of the remainder.
3. **Reimbursement of Legal Fees.** In the event that Contractor and the Trust are involved in a legal proceeding relating to any part of the Contract, Contractor shall reimburse the Trust for all costs associated with said legal proceeding, including, but not limited to, court costs and reasonable attorney's fees incurred by the Trust where: (1) during said legal proceeding, a final determination by a neutral third party finds the Contractor to have materially breached the terms of the Contract; or (2) Contractor initiates said legal proceedings against the Trust and/or its directors, officers, or employees and Contractor does not prevail in such action.
4. **Assignment by the Trust.** The Trust may transfer and assign any and all of its rights and obligations under the Contract, including transferring and assigning its rights to the Contractor's performance of any portion of the Services provided for herein, together with the Trust's obligations and rights pertaining to such portion of Services, to any partnership, trust, governmental agency or department or other entity that the Trust determines has undertaken or will undertake any part of the Contract.

The Trust shall provide the Contractor written notice of any such transfer and assignment. Such transfer and assignment shall relieve the Trust of any further liability or obligation hereunder.

5. **Entire Agreement/Amendment.** The Contract constitutes the entire agreement between the parties hereto and no statement, promise, condition, understanding, inducement, or representation, oral or written, express or implied, which is not contained in the Contract shall be binding or valid and the Contract shall not be changed, modified or altered in any manner except by an instrument in writing executed by the parties hereto.
6. **Interests of Others.** Nothing in the Contract shall be construed to give any person other than the Trust and Contractor any legal or equitable right, remedy or claim. The Contract shall be held to be for the sole and exclusive benefit of the Trust and Contractor.
7. **Modification.** No change, termination or attempted waiver of any of the provisions of the Contract shall be binding unless evidenced in a writing signed by both parties.
8. **Severability.** If any term or provision of the Contract or the application thereof to any person or in any circumstance shall to any extent be determined to be invalid or unenforceable, the remaining provisions of the Contract, or the application of such terms or provisions to persons or circumstances other than those as to which it is found to be invalid or unenforceable, shall in no way be affected thereby, and each term and provision of the Contract shall be valid and binding upon the parties, and enforced to the fullest extent permitted by law.
9. **Counterparts and Captions.** The Contract may be executed in one or more counterparts, each of which shall be deemed to be an original. Captions contained in the Contract are inserted only as a matter of convenience and shall not affect the construction or interpretation of any of the provisions hereof.

PART III
APPENDICES

APPENDIX A	STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS
APPENDIX B	SCOPE OF SERVICES
APPENDIX C	FEE AND COST SCHEDULE
APPENDIX D	INSURANCE REQUIREMENTS
APPENDIX E	M/WBE REQUIREMENTS
APPENDIX F	SDVOB REQUIREMENTS

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

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STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licenser, licensee, lessor, lessee or any other party):

1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law Section 163.6-a). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.

4. WORKERS' COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex (including gender identity or expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristics, marital status or domestic violence victim status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section

239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or Trust has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. (a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State.

The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit Trust. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES. In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992. It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business
Albany, New York 12245
Telephone: 518-292-5100
Fax: 518-292-5884
email: opa@esd.ny.gov

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue
New York, NY 10017
212-803-2414
email: mwbecertification@esd.ny.gov
<https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp>

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

- (a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;
- (b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;
- (c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and
- (d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

22. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW. If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

24. PROCUREMENT LOBBYING. To the extent this agreement is a "procurement contract" as defined by State Finance Law Sections 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.

To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

26. IRAN DIVESTMENT ACT. By entering into this Contract, Contractor certifies in accordance with State Finance Law §165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

APPENDIX B
SCOPE OF SERVICES

SECTION 030130 - MAINTENANCE OF CAST-IN-PLACE CONCRETE

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Removal of deteriorated concrete and subsequent replacement and patching.
2. Routing and sealing of horizontal cracks.

1.2 SUBMITTALS

- A. Product Data: For each patching material, crack injection material and crack sealant material indicated.
- B. Product Test Reports: For each patching material, crack injection material and crack sealant material for tests performed by manufacturer and witnessed by a qualified testing agency.

1.3 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Each product manufacturer shall employ factory-authorized service representatives who are available for consultation and Project-site inspection and on-site assistance.
- B. Concrete-Maintenance Specialist Qualifications: Engage an experienced concrete-maintenance firm that employs installers and supervisors who are trained and approved by manufacturer to apply products specified herein and to perform work of this Section. Firm shall have completed work similar in material, design, and extent to that indicated for this Project with a record of successful in-service performance. Experience in only installing or patching new concrete is insufficient experience for concrete-maintenance work.

1.4 DELIVERY, STORAGE, AND HANDLING

- A. Comply with manufacturer's written instructions for minimum and maximum temperature requirements and other conditions for storage.
- B. Store cementitious materials off the ground, under cover, and in a dry location.
- C. Store aggregates covered and in a dry location; maintain grading and other required characteristics and prevent contamination.

1.5 FIELD CONDITIONS

- A. Environmental Limitations for Epoxies: Do not apply when air and substrate temperatures are outside limits permitted by manufacturer. During hot weather, cool epoxy components before mixing, store mixed products in shade, and cool unused mixed products to retard setting. Do not apply to wet substrates unless approved by manufacturer.
- B. Cold-Weather Requirements for Cementitious Materials: Do not apply unless concrete-surface and air temperatures are above 40 deg F and will remain so for at least 48 hours after completion of Work.
- C. Cold-Weather Requirements for Cementitious Materials: Comply with the following procedures:
 - 1. When air temperature is below 40 deg F (5 deg C), heat patching-material ingredients and existing concrete to produce temperatures between 40 and 90 deg F (5 and 32 deg C).
 - 2. When mean daily air temperature is between 25 and 40 deg F (minus 4 and plus 5 deg C), cover completed Work with weather-resistant insulating blankets for 48 hours after repair or provide enclosure and heat to maintain temperatures above 32 deg F (0 deg C) within the enclosure for 48 hours after repair.
 - 3. When mean daily air temperature is below 25 deg F (minus 4 deg C), provide enclosure and heat to maintain temperatures above 32 deg F (0 deg C) within the enclosure for 48 hours after repair.
- D. Hot-Weather Requirements for Cementitious Materials: Protect repair work when temperature and humidity conditions produce excessive evaporation of water from patching materials. Provide artificial shade and wind breaks, and use cooled materials as required. Do not apply to substrates with temperatures of 90 deg F (32 deg C) and above.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Source Limitations: For repair products, obtain each color, grade, finish, type, and variety of product from single source and from single manufacturer with resources to provide products of consistent quality in appearance and physical properties.

2.2 RAPID-SETTING HORIZONTAL COCRETE REPAIR PRODUCTS

- A. One-Component, Shrinkage-Compensated, Rapid-Strengthening, Horizontal Cementitious Repair Mortar: Packaged, dry mix for repair of concrete.
 - 1. Basis-of-Design Product: Subject to compliance with requirements, provide Eucospeed by Euclid Chemical or comparable product subject to approval by engineer.

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2.3 POLYMER-MODIFIED VERTICAL AND OVERHEAD CONCRETE REPAIR PRODUCTS

- A. Two-Component, Fiber-Reinforced, Shrinkage-Compensated, Fast-Setting, Cementitious Vertical and Overhead Repair Mortar: Packaged, dry mix for repair of concrete.
 - 1. Basis-of-Design Product: Subject to compliance with requirements, provide Verticote by Euclid Chemical or comparable product subject to approval by engineer.

2.4 HORIZONTAL CRACK SEALANT

- A. Two-component, premium grade polyurethane based elastomeric sealant.
 - 1. Basis-of-Design Product: Subject to compliance with requirements, provide Sikaflex-2C NS EZ Mix by Sika Corporation or comparable product subject to approval by engineer.
- B. Water: Potable.

PART 3 - EXECUTION

3.1 CONCRETE MAINTENANCE

- A. Have concrete-maintenance work performed only by qualified concrete-maintenance specialist.
- B. Comply with manufacturers' written instructions for surface preparation and product application.

3.2 EXAMINATION

- A. Notify Engineer seven days in advance of dates when areas of deteriorated or delaminated concrete and deteriorated reinforcing bars will be located.
- B. Locate areas of deteriorated or delaminated concrete using hammer or chain-drag sounding and mark boundaries. Mark areas for removal by simplifying and squaring off boundaries. At columns and walls make boundaries level and plumb unless otherwise indicated.
- C. Perform surveys as the Work progresses to detect hazards resulting from concrete-maintenance work.

3.3 PREPARATION

- A. Ensure that supervisory personnel are on-site and on duty when concrete maintenance work begins and during its progress.
- B. Protect persons, motor vehicles, surrounding surfaces of building being repaired, building site, plants, and surrounding buildings from harm resulting from concrete maintenance work.

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1. Comply with each product manufacturer's written instructions for protections and precautions. Protect against adverse effects of products and procedures on people and adjacent materials, components, and vegetation.
 2. Use only proven protection methods appropriate to each area and surface being protected.
 3. Provide temporary barricades, barriers, and directional signage to exclude public from areas where concrete maintenance work is being performed.
 4. Erect temporary protective covers over walkways and at points of pedestrian and vehicular entrance and exit that must remain in service during course of concrete maintenance work.
 5. Contain dust and debris generated by concrete maintenance work and prevent it from reaching the public or adjacent surfaces.
 6. Use water-mist sprinkling and other wet methods to control dust only with adequate, approved procedures and equipment that ensure that such water will not create a hazard or adversely affect other building areas or materials.
 7. Protect floors and other surfaces along haul routes from damage, wear, and staining.
 8. Provide supplemental sound-control treatment to isolate removal and dismantling work from other areas of the building.
 9. Protect adjacent surfaces and equipment by covering them with heavy polyethylene film and waterproof masking tape. If practical, remove items, store, and reinstall after potentially damaging operations are complete.
 10. Neutralize and collect alkaline and acid wastes for disposal off Owner's property.
 11. Dispose of debris and runoff from operations by legal means and in a manner that prevents soil erosion, undermining of paving and foundations, damage to landscaping, and water penetration into building interiors.
- C. Existing Drains: Prior to the start of work in an area, test drainage system to ensure that it is functioning properly. Notify Engineer immediately of inadequate drainage or blockage. Do not begin work in an area until the drainage system is in working order.
1. Prevent solids such as aggregate or mortar residue from entering the drainage system. Clean out drains and drain lines that become sluggish or blocked by sand or other materials resulting from concrete maintenance work.
 2. Protect drains from pollutants. Block drains or filter out sediments, allowing only clean water to pass.
- D. Preparation for Concrete Removal: Examine construction to be repaired to determine best methods to safely and effectively perform concrete maintenance work. Examine adjacent work to determine what protective measures will be necessary. Make explorations, probes, and inquiries as necessary to determine condition of construction to be removed in the course of repair.
1. Verify that affected utilities have been disconnected and capped.
 2. Inventory and record the condition of items to be removed for reinstallation or salvage.
 3. Provide and maintain shoring, bracing, and temporary structural supports as required to preserve stability and prevent unexpected or uncontrolled movement, settlement, or collapse of construction being demolished and construction and finishes to remain. Strengthen or add new supports when required during progress of removal work.
- E. Reinforcing-Bar Preparation: Remove loose and flaking rust from exposed reinforcing bars until only tightly adhered light rust remains.

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1. Where section loss of reinforcing bar is more than 25 percent, or 20 percent in two or more adjacent bars, cut bars and remove and replace as indicated on Drawings.
2. Remove additional concrete as necessary to provide at least 3/4-inch (19-mm) clearance at existing and replacement bars.
3. Splice replacement bars to existing bars according to ACI 318 (ACI 318M) by lapping, welding, or using mechanical couplings.

- F. Crack Injection & Sealant Preparation: Rout crack to depth and width as indicated on the drawings or as recommended by the manufacturer. Clean crack using vacuum, blower, and/or as recommended by the manufacturer.

3.4 CONCRETE REMOVAL

- A. Do not overload structural elements with debris.
- B. Saw-cut perimeter of areas indicated for removal to a depth of at least 1/2". Make cuts perpendicular to concrete surfaces and no deeper than cover on reinforcement.
- C. Remove deteriorated and delaminated concrete by breaking up and dislodging from reinforcement.
- D. Remove additional concrete if necessary to provide a depth of removal of at least 3" over entire removal area.
- E. Where half or more of the perimeter of reinforcing bar is exposed, bond between reinforcing bar and surrounding concrete is broken, or reinforcing bar is corroded, remove concrete from entire perimeter of bar and to provide at least 3/4" clearance around bar.
- F. Test areas where concrete has been removed by tapping with hammer, and remove additional concrete until unsound and disbonded concrete is completely removed.
- G. Thoroughly clean removal areas of loose concrete, dust, and debris.

3.5 PATCHING MATERIAL APPLICATION

- A. Pretreatment: Apply slurry coat to patching area prior to installation of patching material.
- B. General Placement: Place patching mortar by troweling toward edges of patch to force intimate contact with edge surfaces. For large patches, fill edges first and then work toward center, always troweling toward edges of patch. At fully exposed reinforcing bars, force patching mortar to fill space behind bars by compacting with trowel from sides of bars.
- C. Vertical Patching: Place material in lifts of not more than 1". Do not feather edge.
- D. Overhead Patching: Place material in lifts of not more than 1". Do not feather edge.
- E. Consolidation: After each lift is placed, consolidate material and screed surface.
- F. Multiple Lifts: Where multiple lifts are used, score surface of lifts to provide a rough surface for placing subsequent lifts. Allow each lift to reach final set before placing subsequent lifts.

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- G. Finishing: Allow surfaces of lifts that are to remain exposed to become firm and then finish to a rough surface with a broom.
- H. Curing: Wet-cure cementitious patching materials, including polymer-modified cementitious patching materials, for not less than seven days by water-fog spray or water-saturated absorptive cover.

3.6 HORIZONTAL CRACK REPAIR

- A. Cut out deteriorated concrete as indicated on Drawings. Clean out and prepare crack per manufacturers recommendations.
- B. Install sealant and backer rod (if applicable) as indicated on Drawings.

END OF SECTION 030130

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SECTION 03300 - CAST-IN-PLACE CONCRETE

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Lightweight structural cast-in-place concrete at elevated walkway.

1.2 DESIGN AND PERFORMANCE REQUIREMENTS

A. Concrete Mixture Design:

1. Prior to concrete placement, submit proportions for the concrete mixture required for the Project. Include the following in addition to requirements specified in this Section:
 - a. Submit a complete list of materials including type; brand; source and amount of cement, aggregates of each type, fly ash, (or slag pozzolans), ground slag, and/or other ingredients to be used; and admixtures for concreting.
 - b. Submittal shall clearly indicate where each mixture will be used when more than one concrete mix design is submitted.
2. The concrete mix design(s) shall be prepared by an accredited testing agency/laboratory experienced in this field of work and under the direction of the Contractor's Professional Engineer, who shall sign all reports and designs.

- B. Formwork Design: Contractor shall be responsible for the proper design, bracing, shoring, and construction of all formwork for Project conditions and shall retain a licensed professional engineer to design such formwork, bracing, and shoring in accordance with the requirements of the NYC Building Code.

1.3 SUBMITTALS

- A. General: Refer to and comply with Division 1 Section 011000 "General Requirements", for procedures and additional submittal criteria.

1. In addition to requirements specified, details shall be carried out in accordance with the New York City Building Code and, where no requirements are set forth in the Code or otherwise specified in this Section, in accordance with ACI rules.

- B. Qualifications Submittals: For firms and persons specified in Article "Quality Assurance" to demonstrate their capabilities and experience. Include lists of completed projects with project names and addresses, names and addresses of architects and owners, and other information specified.

- C. Product Data: Submit manufacturer's/producer's technical data, installation instructions as applicable, and documented conformance to reference standards and/or specified requirements for the products used in concrete work including the following:

1. Concrete materials and ingredients related to products used in concrete mix design(s) and related to submittal requirements for Quality Control Test Reports specified herein.

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- a. Cement
 - b. Aggregate
 - c. Admixtures
2. Form materials (including ties) for exposed to view concrete and special forming conditions. Include edge forms and forms for penetrations in concrete.
 3. Reinforcing
 4. Concrete curing materials.
 5. Non-shrink grout.
 6. Concrete blankets
 7. Burlap
- D. Shop Drawings: Prepare and submit shop drawings for approval, including plans/layouts, elevations, sections, details, and schedules as required to fully illustrate details of work and to meet job conditions:
1. General Requirements: Dimensions for concrete work shall be confirmed and correlated at the job site. Shop drawings and other submittals shall include fabrication processes, techniques of construction, edge conditions, each joint type/condition, relationship of concrete work with embedded or built-in items, roof pitch to drains and relationship to adjacent construction.
 - a. After stake layout of on-site conditions, confirm locations of on-site elements together with Construction Manager and revise layout of reinforcing steel and form-work drawings as necessary to reflect adjustments and re-submit.
 2. Reinforcing Steel: Submit shop drawings showing reinforcement and all necessary bending diagrams and reinforcing steel list, and construction joint locations. Comply with additional ACI 315 requirements. This shall include all cast in place concrete planks, curbs, gantry bases, and light-pole bases.
 - a. Dimensions, bar schedules, and bending details and cutting diagrams, assembly diagrams, splicing placement and laps of bars, shapes, dimensions, and details of bar reinforcing, accessories, and concrete cover shall be shown.
 - b. Reinforcing for cast in place concrete plank and flat slabs shall show wire mesh size, gauge, and layout .
 3. Formwork: Submit shop drawings of all formwork for concrete surfaces which are to remain exposed in the finished work and for concealed conditions that require coordination with other work. Formwork submittals shall bear seal and signature of Contractor's Engineer. Comply with additional ACI 347R requirements.
 - a. Include design calculations indicating arrangement of forms, sizes, and grades of supports (lumber), panels, and related components. Indicate placement schedule, construction, pattern/alignment of form ties, and location and method of forming construction joints and control joints.
 - b. Include locations of inserts, pipe work, conduit, sleeves, and other embedded items.
 - c. Include recesses, depressions, pockets, block outs, penetrations and provisions for future utilities.
 4. Construction Joints: Show locations of construction joints and crack control joints.
 5. For Penetration Sleeve/Seal Systems, show all components required to seal penetrations at slabs and under slab pits with sizes of each penetration related to items penetrating the condition. Include installation instruction diagrams.
 6. Finishing: Show finished dimensions and surface finishes for each element and condition.

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- E. Samples for Verification: Submit samples of materials to be used in actual construction, including the following:
1. Pre-molded Expansion Joint Filler, each type, full profile 12 inches long.
 2. Cement and other Concrete Materials: Samples shall be of the same brand, type, and source.
 3. Aggregates: Samples shall be of the same source, grading, and mineral composition.
- F. Quality Control Submittals:
1. Design Data:
 - a. Concrete Mixture Design(s):
 - b. Prepare and submit a detailed report of materials and methods used, test results, and the field test strength (f_{cr}) for concrete.
 - c. Mix design(s) shall be signed and sealed by a professional engineer licensed in the State of New York and shall include time/strength curves for the various mix designs and the recommended design(s) as specified in Part 2 Article "Concrete Quality and Proportioning".
 2. Test Reports:
 - a. Concrete Mixture Proportions:
 - i) Submit copies of test reports by independent test labs conforming to ASTM C1077 showing that the mixture has been successfully tested to produce concrete with the properties specified and that mixture will be suitable for the job conditions. Test reports shall be submitted along with the concrete mixture proportions. Obtain approval before concrete placement.
 - ii) Fully describe the processes and methodology whereby mixture proportions were developed and tested and how proportions will be adjusted during progress of the work to achieve, as closely as possible, the designated levels of relevant properties.
 - b. Material Source and Field Quality Control Testing: Submit as required for materials as specified in this Section, including periodic testing of concrete aggregates used during concreting operations.
 3. Mill Test Certificates: With each shipment submit material mill test certificates for the following:
 - a. Cement.
 - b. Steel reinforcement and rebar
 - c. Wire Mesh
 4. Procedures and Work Plans for Quality Control:
 - a. General: Develop and submit for approval a quality control plan in accordance with the guidelines of ACI 121R and as specified herein. The quality control plan shall include requirements for the concrete supplier, the reinforcing steel supplier, and concrete installer.
 - b. Concrete Placement and Compaction:
 - i) Submit technical literature for equipment and methods proposed for use in placing concrete. Include pumping or conveying equipment including type, size and material for pipe, valve characteristics, and the maximum length and height concrete will be pumped. No adjustments shall be made to the mixture design to facilitate pumping.

- ii) Submit technical literature for equipment and methods proposed for vibrating and compacting concrete. Submittal shall include technical literature describing the equipment including vibrator diameter, length, frequency, amplitude, centrifugal force, and manufacturer's description of the radius of influence under load. Where flat work is to be cast, provide similar information relative to the proposed compacting screed or other method to ensure dense placement.
- c. Curing Concrete Elements: Submit proposed materials and methods for curing concrete elements.
- d. Contractor is responsible for all wet cure requirements including making adjustments to existing buildings water pressure.
- e. Submit both cold weather and warm weather procedures.
- f. Form Removal Schedule: Submit schedule for form removal indicating element and minimum length of time for form removal. Submit technical literature of forming material or liner, form release agent, form ties, and gasketing to prevent leakage at form and construction joints. Include a full description of materials and methods to be used to patch form-tie holes.
- g. Surface Sealer / Dust proofing Applications: Submit schedule of locations and proposed methods of treatment application for concrete sealer type. Include requirements for coordination of sequencing and application scheduling with concrete curing requirements.

1.4 CODES, REFERENCES, AND STANDARDS

- A. General: All concrete work shall be done in accordance with all applicable codes and regulations having jurisdiction. Unless otherwise specified in Contract Documents or by local ordinance, all work shall be done in accordance with the following codes, references, standards, and specifications. Reference additional related provisions in Division 1 Section 01420 "References and Definitions".
- B. The following codes, standards, references, and specifications shall form part of this Section and such requirements shall be binding as if specified directly herein to the extent indicated by the reference thereto:

- 1. New York City Building Code.
- 2. American Concrete Institute (ACI):
 - ACI - 117 Tolerances for Concrete Construction and Materials.
 - ACI - 121R Quality Assurance Systems for Concrete Construction.
 - ACI - 211.2 "Standard Practice for Selecting Proportions for Structural Lightweight Concrete Concrete."
 - ACI - 214 "Evaluation of Results of Tests Used to Determine the Strength of Concrete."
 - ACI - 301 "Specification for Structural Concrete for Buildings."
 - ACI - 302 "Guide for Concrete Floor and Slab Construction."
 - ACI - 304 "Recommended Practice for Measuring, Mixing, Transporting and Placing Concrete."
 - ACI - 305 "Hot Weather Concreting."
 - ACI - 306 "Cold Weather Concreting."
 - ACI - 308 "Standard Practice for Curing Concrete."
 - ACI - 309 "Consolidation of Concrete."
 - ACI - 311 "Recommended Practice for Concrete Inspection."
 - ACI - 315 "Details and Detailing Reinforced Concrete Construction."
 - ACI - 318 "Building Code Requirements for Reinforced Concrete."
 - ACI - 347 "Recommended Practice for Concrete Formwork."
- 3. Concrete Reinforcing Steel Institute (CRSI):

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- CRSI MSP Manual of Standard Practice.
CRSI - 63 "Recommended Practice for Placing Reinforcing Bars".
CRSI - 65 "Recommended Practice for Placing Bar Supports, Specifications and Nomenclature".
4. National Ready Mix Concrete Association (NRMCA): "Concrete Plant Standards" and "Truck Mixer and Agitator Standards".
5. American Welding Society (AWS):
- AWS D12.1 "Recommended Practice for Welding Reinforcing Steel, Metal Inserts and Connections in Reinforced Concrete Construction".
6. Wire Reinforcement Institute (WRI): "Manual of Standard Practice."
7. American Society for Testing and Materials (ASTM):
- ASTM A185 "Standard Specification for Welded Steel Wire Fabric for Concrete Reinforcement."
ASTM A615 "Standard Specification for Deformed and Plain Billet Steel Bars for Concrete Reinforcement."
ASTM A775 Epoxy-Coated Steel Reinforcing Bars.
ASTM A884 Epoxy-Coated Steel Wire and Welded Wire Fabric for Reinforcement.
ASTM C31 "Standard Method of Making and Curing Concrete Test Specimens in the Field."
ASTM C33 "Standard Specification for Concrete Aggregate."
ASTM C39 "Standard Test Method for Compressive Strength of Cylindrical Concrete Specimens."
ASTM C42 "Standard Method of Obtaining and Testing Drilled Cores and Sawed Beams of Concrete."
ASTM C94 "Standard Specification for Ready-Mix Concrete."
ASTM C138 "Test of Unit Weight Yield and Air Content (Gravimetric) of Concrete."
ASTM C143 Slump of Hydraulic Cement Concrete.
ASTM C150 "Standard Specification for Portland Cement."
ASTM C172 "Standard Method of Sampling Fresh Concrete."
ASTM C173 "Test Method for Air Content of Freshly Mixed Concrete by the Volumetric Method."
ASTM C192 "Standard Method of Making and Curing Concrete Test Specimens in the Laboratory."
ASTM C231 "Test Method for Air Content of Freshly Mixed Concrete by the Pressure Method."
ASTM C260 Air-Entraining Admixtures for Concrete.
ASTM C330 "Standard Specification for Lightweight Aggregates for Structural Concrete."
ASTM C494 "Specification for Chemical Admixtures for Concrete."
ASTM C618 Coal Fly Ash and Raw or Calcined Natural Pozzolan for Use as a Mineral Admixture in Concrete.
ASTM C881 Epoxy-Resin-Base Bonding Systems for Concrete.
ASTM C1017 Chemical Admixtures for Use in Producing Flowing Concrete.
ASTM C1077 Laboratories Testing Concrete and Concrete Aggregates for Use in Construction and Criteria for Laboratory Evaluation.
ASTM D1752 Preformed Sponge Rubber and Cork Expansion Joint Fillers for Concrete Paving and Structural Construction.
ASTM E329 Agencies Engaged in the Testing and/or Inspection of Materials Used in Construction.
ASTM E1155 "Standard Test Method for Determining Floor Flatness and Levelness Using the "F Number" System (Inch-Pound Units)".

- C. Modification of References: Accomplish work in accordance with ACI publications except as modified by Contract Documents. Consider the advisory or recommended provisions to be mandatory, as though

the word "shall" has been substituted for the words "should" or "could" or "may," wherever they appear. Interpret reference to the "Building Official", the "Structural Engineer", and the "Architect/Engineer" to mean the Architect.

- D. Conflicts: Contractor shall conform to the requirements of the references and standards unless specified otherwise. In case of apparent conflict between references and standards or between references and standards and the Contract Specifications, the more restrictive requirement shall control.

1.5 QUALITY ASSURANCE

A. Qualifications:

1. Installer Qualifications: Work of this Section shall be performed by an experienced installer who has completed concrete work similar in material, design, and extent to that indicated for this Project and whose work has resulted in construction with a record of successful in-service performance.
 - a. For finishing of exposed to view “as cast” surfaces of Project concrete (eg: wearing course, curbs), use only thoroughly trained and experienced journeymen concrete finishers who have and can exhibit at least five (5) years concrete finishing experience of equivalent or more extensive type required for this Project.
2. Concrete Producer/Manufacturer Qualifications: Producer/Manufacturer of ready-mixed concrete products shall have production facilities and equipment complying with ASTM C94 requirements.
 - a. Producer/Manufacturer must be certified according to the National Ready Mix Concrete Association's Plant Certification Program.
3. Contractor's Testing Agency/Laboratory: Engage the services of an independent testing laboratory approved by the Architect to design concrete mixes and to perform material evaluation testing specified to be performed by the Contractor. The laboratory performing the testing services shall meet the requirements of “Testing Agency” as specified in ACI 301 and the following:
 - a. To be qualified, the independent testing agency shall be acceptable to Architect and authorities having jurisdiction and shall be qualified according to ASTM C1077 and ASTM E329 to conduct the testing indicated, as documented according to ASTM E548.

- B. Layout and Surveying: Contractor shall engage a competent engineer or surveyor to establish all lines and levels necessary to the proper locating, laying out, and erecting of concrete work. This shall include all drain elevations, roof pitches, and bulkhead stair curbs. Comply with additional provisions of Division 1 Section 01700 “Execution Requirements”.

- C. Material Source Limitations: Obtain each type or class of cementitious material of the same brand from the same manufacturer's plant and each aggregate from one source.

D. Regulatory Requirements:

1. Regardless of any details or instructions indicated by Contract Drawings or specified, Contractor shall be required to comply with all regulations, rules, requirements, and specifications of the New York City Building Code and shall thoroughly familiarize himself with them.

- E. ACI Publications: Comply with ACI 301, "Specification for Structural Concrete for Buildings”, unless modified by the requirements of the Contract Documents.

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- F. Pre-Construction Conference:
1. Prior to submittal of the concrete design mixes and at a time scheduled together with Construction Manager, Contractor shall hold a meeting to review the detailed requirements for preparing the concrete design mixes and to determine the procedures for producing proper cast-in-place concrete construction.
 2. Contractor shall require responsible representatives of every party who is concerned with the cast-in-place concrete work to attend the conference, including but not limited to the following: Contractor's superintendent, Concrete subcontractor, Laboratory responsible for the concrete design mix, Laboratory responsible for field quality control, ready-mix concrete producer, admixture manufacturer(s), and, if applicable, concrete pumping equipment manufacturer/operator.
 3. Minutes of meeting shall include a statement by the admixture manufacturer(s) indicating and confirming that the proposed mix design and placing techniques can produce the concrete quality required by Project and Contract Documents.
- G. Contractor, before commencing work, shall examine all adjoining work on which this work is in any way dependent for proper installation and perfect workmanship according to the extent of this specification, and shall report to the Architect and Construction Manager any conditions which prevent Contractor from performing first-class work. No "waiver of responsibility" for defective adjoining work will be considered unless notice has been filed by the Contractor and acceded to in writing by the Architect before Contractor begins any part of concrete work.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Do not deliver concrete until forms, reinforcement, embedded items, and chamfer strips are in place and ready for concrete placement.
- B. Conform to ACI 301 and ASTM A775/A775M (including Appendix X2, "Guidelines for Job Site Practices") for job site storage of coated and other materials except as otherwise specified herein.
- C. Reinforcing Steel Delivery, Handling, and Storage:
1. For coated bars, record coating lot on each shipping notice and carefully identify and re-tag bar bundles from bending plant/facility. Provide systems for handling coated bars which have padded contact areas, nylon slings, etc., all free of dirt and grit. Lift bundled coated bars with strong back, multiple supports, or platform bridge to prevent sagging and abrasion. Bundling bands shall be padded where in contact with bars. Do not drop or drag bars or bundles.
 2. Store reinforcement of different sizes and shapes in separate piles or racks. Store bars both in shop and in field, aboveground, on wooden or padded cribbing. Space the dunnage close enough to prevent excessive sags. Stack large quantities of straight bars with adequate protective blocking between layers.
 3. Ensure materials can be accurately identified after bundles are broken and tags removed.
 4. Schedule deliveries of bars to the job site to avoid the need for long term storage. Protect from direct sunlight and weather. Bars to be stored longer than 12 hours at the job site shall be covered with opaque polyethylene sheeting or other suitable equivalent protective material.
- D. Protect all materials from contaminants such as grease, oil, and dirt.

1.7 PROJECT / SITE CONDITIONS

- A. Environmental Requirements: Comply with provisions specified elsewhere in this Section.

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- B. Measurements and Allowable Tolerances: Conform to requirements of Reference Standards but provide more restrictive tolerances where required to meet job conditions. Tolerances shall not be cumulative.
 - 1. Concrete work at exposed surface conditions or concealed conditions that affect exposed conditions shall not fall more than ½ inch away from theoretical design locations.
 - 2. Comply with additional provisions in Part 3 Article “Concrete Tolerances” herein.

PART 2 - PRODUCTS

2.1 CONCRETE QUALITY AND PROPORTIONING

A. Concrete, General:

- 1. Structural Lightweight Concrete:
 - a. Lightweight reinforced concrete shall weigh 90 lbs. per cubic foot when weight test cylinders are dried to constant weight.
- 2. Durability and Strength: Minimum design strengths for cast-in place concrete shall be as indicated by Contract Drawings and as specified for specific items of work. Relate to and arrange concrete strengths together with requirements for concrete specified in other Specification Sections of Project Manual. Adjust the concrete 28-day design strength to produce cast-in-place concrete of minimum design strength (f'_c) for each condition as follows:
 - a. 5,000 psi for concrete elevated structural lightweight concrete.

B. Source Quality Control Testing of Concrete Materials:

- 1. Each concrete aggregate type shall be tested by Contractor’s Testing Agency/Laboratory for conformance to requirements specified.
- 2. Colorimetric tests, sieve analysis, sediment tests, comparative tensile tests shall be made at the start of the job. Additional tests may be required by the Architect if the source of supply of material is changed and will be subject to acceptance or rejection by the Architect based on the test to be made by the Contractor’s testing laboratory. These additional tests (if required) shall be made at the Contractor’s expense.
- 3. If, after trial, it is found that partly developed quarries, ledges, pits, banks or other sources of aggregate supply do not furnish a uniform product or, if for any reason the product from any source, at any time, proves to be unsatisfactory to the Architect the Contractor shall furnish acceptable material from other sources of supply, at no additional cost to the Owner.
- 4. Samples and tests shall be taken and made on each 200 tons of aggregate to be used in the work, all in accordance with the ASTM Standards herein specified and before each allotment is used in the work.

C. Contractor Furnished Mix Designs / Mixture Proportions:

- 1. Concrete, unless otherwise specified, shall be controlled concrete.
- 2. Preliminary tests for the purpose of determining concrete mixes, in accordance with Chapter 4 of the ACI Building Code and tests of cement and other concrete materials, shall be made by Contractor’s engaged Testing Laboratory approved by the Architect. Contractor shall have his representative present when preliminary tests are made. It shall be the responsibility of the Contractor to satisfy himself that concrete mixes, based on the results of the preliminary tests, shall produce concrete strengths as required by the Contract.

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- a. Include Coloring Agent for cast-in place concrete retaining wall work with addition of coloring agent to concrete mix according to coloring agent manufacturer's written instructions and to achieve consistent and uniform selected colors.
3. Cement and other concrete materials shall be given preliminary tests. Approval of concrete materials will be conditional on acceptable results of preliminary tests and approval of preliminary test results by Architect and, as applicable, the New York City Department of Buildings.
4. A representative of the concrete material supplier, in addition to that of the Contractor's testing laboratory, shall supervise at the start of concrete operations the batching at the plant and the placing of concrete at the site in accordance with approved supplier's instructions and to the satisfaction of the Architect.
5. The ultimate strength of concrete shall be as specified on the Contract Drawings, and/or as specified.
6. From results of the preliminary tests, a smooth curve shall be drawn through the average position of points plotted, using the 28 day strengths of the test cylinders as ordinates and corresponding water-cement ratios as abscissas. The maximum ratio of water to cement shall include at least four (4) different water cement ratios and at least four (4) specimens for each water cement ratio.
 - a. The water cement ratio to be used shall correspond to a point on the curve established by these tests representing a strength of concrete 25 percent higher than the minimum ultimate strengths called for by the Contract Drawings and/or Specifications. However, if the producer demonstrates to the satisfaction of the Architect on the basis of job performance records of the coefficient of variation (described in reference standard RS-10-14NYC) that the quality control exercised in the producer's plant warrants a change in the 25 percent factor, the change may be permitted.
 - b. In no case, however, shall the concrete used in the work be produced using a water-cement ratio in excess of, or a cement factor less than, that corresponding to a point in the strength vs. water-cement ratio curve representing a strength of concrete, at the design slump, 15 percent higher than the specified strength called for by the Contract Drawings and/or Specifications.
 - c. The design slump shall be as specified and the concrete shall be placed at a slump equal to or less than the design slump.
 - d. The weight of the aggregate shall be such that the quality and consistency of the concrete shall be suitable for proper placing and required finishes.
 - e. The concrete proportions used by the Contractor shall be such that daily field cylinder tests made will show that all the concrete used meets the strength requirements of the Contract.
 - i) The minimum cement content per cubic yard of concrete shall be as per the New York City Building Code.
 - ii) In the design mix all exposed concrete shall be air-entrained, employing an approved air-entraining agent.
 - iii) Materials shall be measured by weight, one bag of cement shall be considered as 94 lbs in weight and one gallon of water as 8.38 lbs.
7. The consistency of the concrete shall be such that it can be placed without segregation of the materials. The slump and weight shall be checked frequently, and as requested by the Architect. Whenever it is indicated by inspection or tests that segregation has occurred to an extent that the quality or strength of the concrete has been impaired, the concrete design mix shall be revised by decreasing the water content, or increasing the cement content, or both. Water reducing admixtures may be used. Concrete mixtures shall be proportioned to have, at the point of deposit, the following slump as indicated for conditions of concrete use:
 - a. Concrete for all Project conditions shall have a slump of 5 inches with a tolerance of plus or minus 1 inch.

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8. The Owner will engage the services of an Inspection Agency to provide the following services as specified in Part 3 Article "Field Quality Control":
 - a. Preliminary Tests.
 - b. Take and test cylinders of concrete as placed.
 - c. Plant inspection.
 - d. Field inspection of concrete.
 - e. Submit reports.

- D. Concrete materials

- E. Cement: Portland Cement, meeting all requirements for Type I and/or Type III Cement of ASTM C150, shall be used for all work.
 1. During the course of construction no change shall be made to brand or type of cement unless approved by the Architect.
 2. Cement to be used for Project shall bear the name of the manufacturer and brand. Mill test certificates shall be submitted for each shipment. All cement shall be from one manufacturer.
 3. Cement shall be stored in waterproof sheds/bins, completely covered and protected from dampness. Cement in any container which has been caked, partially set, or otherwise deteriorated, or any material which has become damaged or contaminated, shall be rejected for use and shall be entirely removed from possible Project use.
 4. Owner reserves the right to take samples for testing of any or every lot of cement designated for Project work. The tests shall be made by Contractor's Testing Laboratory as directed by the Owner and the cost of these shall be charged to the Owner when cement meets Contract Specification requirements.
 5. High Early Strength Cement:
 - a. The use of high early strength cement shall be in accordance with New York City Building Department Rules and Schedules.
 - b. The use of high early strength cement Type III is not permitted except under special conditions and only on the express approval of the Architect. The use of high early strength cement will not be permitted except during the months of November, December, January, February and March. When such approval is given, it will be restricted to a specific location and limited to a given period of time.
 - c. When permission has been given to use high early strength cement, a cement batching plant facility shall be set aside exclusively for high early strength concrete during the time that this concrete is being supplied to the Project. All cement bins shall be properly painted with a distinctive color.

- F. Admixtures:
 1. General:
 - a. All concrete required to be air-entrained shall contain an approved air-entraining admixture. All pumped concrete and concrete with a water/cement ratio below 0.150 shall contain the specified High Range Water-Reducing (HRWR) Admixture (superplasticizer).
 - b. For all concrete an admixture shall be furnished which, when added to the mix, shall produce concrete compression strength at 7 days and 28 days as required by the Contract Drawings and in compliance with the "water-cement laws".
 - c. Prohibited Admixtures: Calcium chloride, thiocyanates, or admixtures containing more than 0.05 percent chloride ions are not permitted. In addition, admixtures shall not contain more chloride ions than are present in municipal drinking water.
 2. Air Entraining Admixture: Provide air entraining admixture conforming to ASTM C260. Such admixture shall entrain between 4 percent and 6 percent total air content by volume in the

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hardened concrete. The air entraining agent shall be Darex or approved equal. Acceptable documentary evidence must be submitted with additives showing this material increases the durability of the concrete, and that such material has been in use for not less than 5 years.

- a. All concrete cast on ground and concrete exposed to weather elements and/or conditions shall contain an air entraining agent as specified.
3. Water Reducing Admixture: Provide "Eucon WR-75" by the Euclid Chemical Co., "Pozzolith 200N" by Master Builders, "Plastocrete 160" by Sika Chemical Corp., or approved equal. The admixture shall conform to ASTM C494, Type A.
 4. Water Reducing, Retarding Admixture: Provide "Eucon Retarder-75" by the Euclid Chemical Co., "Pozzolith 100XR" by Master Builders, "Plastiment" by Sika Chemical Corp., or approved equal. The admixture shall conform to ASTM C494, Type D.
 5. High Range Water-Reducing Admixture (Superplasticizer): Provide "Eucon 37" by the Euclid Chemical Co., "Sikament" by Sika Chemical Corp., or approved equal. The admixture shall conform to ASTM C494, Type F or G.
 6. Non-Corrosive, Non-Chloride Accelerator: Provide "Accelguard 80" by the Euclid Chemical Company or approved equal. The admixture shall conform to ASTM C494, Type C or E. 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.
 7. Certifications: Written statement of conformance to specified requirements and the chloride ion content of the admixtures will be required from the admixture manufacturer prior to mix design review by the Architect.
- G. Aggregate:
1. Expanded shale, clay or slate lightweight aggregate produced by the rotary kiln method shall meet ASTM C330.
- H. Water: Water for concrete shall be clean and free from oil, acid alkali, organic matter, or other deleterious substances.
- I. Lightweight Concrete:
1. Minimum Compressive strength at 28 days shall be 3000 PSI or as designated on the drawings.
 2. Air dry equilibrium density (ASTM C-567): 110 +/- 3 PCF
 3. Maximum plastic density: 117 +/-3 PCF.
 4. Air Content: 6% +/-1%
 5. Minimum cement content – 540 lbs./cu. yd for 3000 PSI, or 600 lbs/cu. yd for 4000 PSI.
 6. Slump: 3” to 6” at truck prior to addition of High-Range Water-Reducing (HRWR) admixture (‘superplattizer’). 7” +/- 1” at pump discharge after addition of HRWR.
 7. Concrete cylinders shall be taken at the point of the pump discharge and shall be molded and cured in accordance with ASTM C-31 with the following exceptions:
 - a. After 7 days of moist curing in the laboratory, the cylinders shall be removed from the moist room and cured at 50% +/-2 relative humidity and 73 degree F +/- 2 degree F until time of test.

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8. The aggregate producer shall, upon request, provide field service for initial placement and shall provide such service to the Architect and ready-mix producer at no cost to the Owner.

2.2 REINFORCEMENT MATERIALS

A. General:

1. Certified copies of mill reports for all reinforcing shall be submitted before reinforcing is placed.
2. Bars shall be correctly rolled to section and free from surface defects.
3. Splices in reinforcing shall be as specified in Part 3 Article "Placing Reinforcement".

B. Reinforcement Bars:

1. Reinforcement bars shall comply with ASTM A615/A615M, Grade 60, deformed.

C. Reinforcement Accessories:

1. Tie Wire: Provide plastic coated tie wire.
2. Chairs shall be plastic tipped.
3. The top wire of all spacers, bolsters and chairs shall be corrugated.
4. Other reinforcement accessories, at the option of the Contractor, may be epoxy or zinc coated, except on exposed surfaces which shall have plastic tipped accessories.

2.3 FORM MATERIALS

A. Form Ties:

1. Form ties including bolts and rods shall be of suitable design and adequate strength for the purpose.
2. Form ties for exposed concrete shall be adjustable, snap cone type, detached one (1") inch back from the surface of the exposed side, and shall be free of devices which leave holes or depressions larger than 7/8 inch in exposed concrete surfaces.
3. Form ties for concrete exposed to view finished conditions shall leave no metal closer than 1 ½ inches to the plane of exposed concrete surface.
4. Wire ties not permitted.

B. Supports for forms shall consist of wood or steel posts.

C. Finish Formwork:

1. Plywood, lumber, metal, or another approved material. Provide Form-Facing panels that will provide continuous, true and smooth concrete surfaces. Finish in largest practicable sizes to minimize number of joints.
 - a. Plywood shall comply with U.S Product Standard PS-1, B-B (Concrete Form), Class I, Exterior Grade or better, edge sealed, no mill oil.
 - b. Metal form surfaces shall not contain irregularities, dents, or sags.
2. For curves of a radius of 100 feet or less, use flexible or curved forms manufactured/fabricated for purpose.

D. Chamfer Strips: Provide rigid continuous PVC type of triangle leg sizes indicated on the Contract Drawings with maximum possible length to suit forming condition by Greenstreak or approved equal. Material usage shall be consistent for each application.

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- E. Rough Formwork: Plywood, lumber, metal, or another approved material. Provide lumber dressed on at least two edges and one side for tight fit.
- F. Form Release Agent: Commercially formulated form-release agent that will not bond with, stain, or adversely affect concrete surfaces and will not impair subsequent treatments of concrete surfaces.
 - 1. Material shall be chemically reactive agent for coating forms.
 - 2. Formulate form-release agent with rust inhibitor for steel form-facing materials.

2.4 MISCELLANEOUS MATERIALS

- A. Waterstops:
 - 1. P.V.C. Type Waterstops: Provide polyvinylchloride 6" wide waterstop #782 by Greenstreak Co. or approved equal, as indicated by Contract Documents.
 - 2. Hydrophillic Type Waterstops: Provide Swell-Stop types by Greenstreak Co., Volclay Waterstop-RX by CETco Building Materials Group, or approved equal, to suit conditions indicated by Contract Documents.
 - 1. Include tape as recommended by vapor barrier manufacturer for product type used.
- B. Joint Filler: Premolded expansion joint filler strips shall be of approved type and size and as indicated on the Contract Drawings. Premolded fillers shall have adhesive surface on one side. Fillers shall be at least 30% wider than width of joint, (measured in the field) to which it is applied. Compression on installed filler shall be sufficient to allow no movement of filler in joint. Hardness shall be between 15-20 Shore A value. Use one of the following material types as approved by Architect to suit conditions.
 - 1. Closed cell neoprene Type NN-1 conforming to ASTM D1056, grade 1, high performance, as manufactured by Williams Products, Inc. or equal made by D.S. Brown, Norton, or approved equal.
 - 2. Expanded polyethylene closed cell type joint filler (for all exposed to view joint conditions).
- C. Impervious or Pervious Sheeting Materials for Curing Concrete: Provide sheeting, mats, or other acceptable material for wet curing concrete as approved for curing methods and conditions of use
- D. Non-Shrink Grout: The non-shrink grout shall be "Hi-Mod" (non-catalyzed metallic) or "Euco NS" (non-metallic) by the Euclid Chemical Co., "Embeco 636" (non-catalyzed metallic) or "Masterflow 713" (non-metallic) by Master Builders, or approved equal. The grout shall conform to CRD-C-621-83, "Corps of Engineers Specification for Non-Shrink Grout", having a minimum compressive strength of 10,000 psi.
- E. Anchoring Grout: For anchoring dowels into pier deck, use "HY-200" by Hilti, or approved equal.

2.5 MIXING CONCRETE

- A. General Mixing Requirements:
 - 1. All concrete shall be machine mixed.
 - 2. A water gauge shall be provided to deliver the exact predetermined amount of water for each batch.
 - 3. A reliable system must be employed to insure that no less than the predetermined amount of cement goes into each batch.
 - 4. Retempering partly set concrete will not be permitted.
- B. Transit Mix Concrete:

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1. Transit mix concrete shall conform to the Contract Specifications, testing requirements, and ASTM C94. The central plant producing the concrete and equipment transporting concrete shall be suitable for production and transportation of controlled concrete.
 - a. Maximum elapsed time between the time of the introduction of water and placing shall be one hour.
 - b. Minimum time of mixing shall be one minute per cubic yard after all material, including water, has been placed in the drum, and the drum shall be reversed for an additional two minutes. Mixing water shall be added only in the presence of the Owner's Testing Agency inspector, unless otherwise approved by Architect.
 - c. Trucks shall not be overloaded in excess of rated capacity as recommended by the manufacturer.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

- B. Formwork: Design, construct, erect, shore, brace, and maintain formwork according to ACI 301.
- C. Steel Reinforcement: Comply with CRSI's "Manual of Standard Practice" for fabricating, placing, and supporting reinforcement.
- D. Joints: Construct joints true to line with faces perpendicular to surface plane of concrete.
 1. Construction Joints: Locate and install so as not to impair strength or appearance of concrete, at locations indicated or as approved by Architect.
 2. Isolation Joints: Install joint-filler strips at junctions with slabs-on-grade and vertical surfaces, such as column pedestals, foundation walls, grade beams, and other locations, as indicated.
 - a. Extend joint fillers full width and depth of joint, terminating flush with finished concrete surface, unless otherwise indicated
- E. Tolerances: Comply with ACI 117, "Specifications for Tolerances for Concrete Construction and Materials."

3.2 FORMS

- A. Forms shall be constructed and set to conform to shape, form, line and grade required, and shall be maintained sufficiently rigid to prevent deformation under load. Conform to ACI 301 as a minimum.
 1. Form liner preparation and installation shall comply with material manufacturer's written recommendations/specifications as applicable to condition of Project use.
 2. Clean multiple use forms, forming accessories, and/or form liners before each use. Replace form material that any continued use or repair would negatively impact the aesthetics of the concrete finish.
- B. Forms shall be true and rigid tight to prevent leakage of concrete, thoroughly braced and sufficiently strong to carry the dead weight of the construction as liquid without deflection.
- C. Forms shall provide for all rabbets, reglets, keys, chamfers, and projections as per Contract Drawings and details. Chamfer above grade exposed joints, edges, and external corners of concrete $\frac{3}{4}$ inch unless other dimension or detail condition indicated.

1. Chamfered or radius corners/edges shall be tightly formed with smooth, solid, unbroken, continuous lines, uniformly straight.
- D. Provide formwork with clean-out openings to permit inspection and removal of debris. Formwork shall be gasketed or otherwise rendered sufficiently tight to prevent leakage of paste or grout under heavy, high frequency vibration.
- E. For Surfaces Exposed to View (As-Cast Form): Provide specified form-facing material producing a smooth, hard, uniform texture on the concrete. Arrange facing material in an orderly and symmetrical manner and keep seams to a practical minimum. Form ties shall be in straight line pattern and alignment approved by Architect as part of mock-up construction.
 1. Material with raised grain, torn surfaces, worn edges, patches, dents, or other defects that will impair the texture, appearance, and durability of the concrete surface shall not be used.
- F. Limit reuse of plywood forms to no more than three times. Reuse may be further limited by the Construction Manager if it is found that the pores of the plywood are clogged with paste to the degree that the wood does not absorb the air or the high water-cementitious materials ratio effects concrete surface or form liners are otherwise damaged.
- G. When pouring against previously placed concrete, all rough projections shall be removed before continuing the work to secure a clean true joint. The surface of contact shall be thoroughly cleaned.
- H. Material used to coat formwork to facilitate the removal shall be of such nature as not to stain or injure the concrete, or cause injury to the painted finish to be applied on exposed surfaces of the concrete.
- I. Forms shall not be removed until the concrete has attained the strength to support its own weight and any construction loads. Under no circumstances shall forms be stripped before concrete has aged 48 hours unless otherwise approved by the Architect. Prevent concrete damage during form removal.
- J. All exposed concrete surfaces shall be constructed without voids. Where honeycombs appear, the loose aggregate shall be removed and the voids filled with cement mortar to match color of surface. After removal of fins, irregular surfaces shall be brought to smoothness by rubbing and troweling. If exposed concrete contains defects, which in the opinion of the Architect are not suitable for appearance or permanency, the Architect may order same removed and replaced.
- K. Patch form tie holes with a non shrink patching material in accordance with the manufacturer's recommendations and subject to Architect's approval.

3.3 PLACING REINFORCEMENT

- A. General: Comply with CRSI's "Manual of Standard Practice" for fabricating reinforcement and with recommendations in CRSI's "Placing Reinforcing Bars" for placing and supporting reinforcement.
 1. Splicing shall conform to the requirements of ACI 318 and specified provisions.
- B. Clean reinforcement of loose rust and mill scale, earth, ice, or other bond-reducing materials. All metal reinforcement, before being placed, shall be free from loose rust or mill scale, grease, oil, clay or other coatings, or from substances that destroy or reduce the bond.
- C. Reinforcement shall be bent cold. The minimum radius of bend shall be 4 diameters for bars 5/8 inch round or less, and 6 diameters for larger bars.

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- D. Arrange, space, and securely tie bars and bar supports to hold reinforcement in position during concrete placement. Maintain minimum cover to reinforcement.
- E. Install welded wire fabric in lengths as long as practicable. Lap adjoining pieces at least one full mesh, and lace splices with wire. Offset laps of adjoining widths to prevent continuous laps in either direction.
- F. Install fabricated bar mats in lengths as long as practicable. Handle units to keep them flat and free of distortion. Straighten bends, kinks, and other irregularities, or replace units as required before placement. Set mats for a minimum 2-inch (50-mm) overlap to adjacent mats.
- G. Metal reinforcements shall be accurately positioned as called for on the Contract Drawings and shall be secured against displacement by using annealed wire of not less than No. 18 gauge, or by suitable clips at intersections. Reinforcements shall be supported on adequate spacers, bolsters and chairs except that reinforcement required for concrete to be placed on ground shall be supported on concrete briquettes at least 2 inches wide and 3 inches long and of a thickness to maintain at least clearances shown on the Contract Drawings. Chairs shall be plastic tipped.
- H. High chairs shall be of the two different sizes so as to provide the cover over reinforcing bars as indicated on Contract Drawings. They shall be made of No. 2 gauge wire for legs, with legs 8 inches o/c.
- I. Splices in reinforcement shall be as approved. All splices for slabs and beams shall be tension splice Class B. Compression splices shall be only used in piers unless otherwise noted. Lapped ends of bars may be placed in contact and securely wired or may be separated sufficiently to permit the embedment of the entire surface of each bar in concrete.
 - 1. Lapped splices shall not be used in bars larger than size No. 11.
 - 2. Splices in bars larger than No. 11, or where No. 11 bars are spliced to larger sizes, shall be welded or mechanically fastened as specified.
 - 3. Splices in bars No. 11 and smaller may be welded or mechanically fastened as specified or lapped.
 - 4. Splices in adjacent bars shall be staggered.
 - 5. All reinforcing bars marked as continuous shall have tension lap splices at all splices and corners, except as otherwise noted on Contract Drawings. Lap continuous top bars at center of span and bottom bars near supports. Hook and fully embed top bars at non-continuous supports.
 - 6. Embedment for dowels shall be tension development unless otherwise noted.
- J. Where lapping or anchoring of reinforced steel is specified on the Contract Drawings in relation to the diameter of the bar, the actual diameter shall be taken. The actual diameter is defined as follows:

1. No. 3 bar .375"	No. 8 bar 1.00"
2. No. 4 bar .500"	No. 9 bar 1.128"
3. No. 5 bar .625"	No. 10 bar 1.270"
4. No. 6 bar .750"	No. 11 bar 1.410"
5. No. 7 bar .875"	

3.4 INSTALLING MISCELLANEOUS MATERIALS

- A. General: Place and secure anchors, bolts, pipe sleeves, conduits, and other such items in position before concrete placement.
 - 1. Set and plumb anchor bolts and verify location, line, and elevation by transit before and after placing concrete. Coordinate and perform setting as an accommodation for work of other trades and contracts of Project.
 - 2. For embedded items such as threaded or wedge inserts and anchor bolts, comply with additional requirements in ACI 301 (Chapter 6, Paragraph 6.4 and 6.5).
 - 3. Temporarily fill voids in sleeves with readily removable material to prevent the entry of concrete.

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4. Relate to and arrange together with work of other Sections for installation of utilities and other items of Project construction to be embedded in concrete.
 5. For miscellaneous materials to be installed under other separate contracts, coordinate through Construction Manager and provide sufficient clearance between reinforcement for drilled-in bolts and/or other embedded devices required for railings, posts/columns, miscellaneous structures, equipment, and the like to be installed by others.
 6. All inserts and sleeves shall be cast-in-place unless otherwise approved.
 7. Drilled or powder driven fasteners will be permitted when proven to the satisfaction of the Architect that the fasteners will not spall the concrete and have the capacity as cast-in-place inserts.
- B. Expansion Joints: Install expansion joints at conditions shown on Contract Drawings. Comply with material manufacturer's instructions and set in joints at time of concrete placement.
- C. Sleeves: Relate to and arrange setting and location of sleeves in concrete work together with requirements of other trades and separate contractors. Install Sleeve and Seal Assemblies for watertight penetrations in strict accordance with manufacturer's directions.
- D. Construction, Isolation, Contraction and Other Joints: Reference Article "Joints" herein.

3.5 PLACING OF CONCRETE

- A. Install elements of cast-in place concrete as indicated by Contract Drawings and as specified for specific items of work. Relate to and arrange concrete strengths together with requirements for concrete specified in other Sections including utility (electrical, sanitary and storm, water distribution, gas, etc) systems.
1. Light pole bases and sleeves, railing bases, roof drain bodies, and piping.
- B. Work In Connection With Other Sections:
1. All boxed openings at pipe, conduit, duct, and other penetrations in floors shall be installed as shown on Contract Drawings in accordance with approved shop drawings prepared by the respective installing trade or contractor.
 2. Spaces between pipe sleeves shall be filled up with 3000 psi minimum concrete after same are in place. All pipe sleeves carried through floor slabs shall be carefully pointed around to present a neat finish.
 3. Cooperate in setting roof drains, and all other similar fittings required for Plumbing work.
 4. Anchor bolts, lintels, and other structural members furnished under other Sections of the Project work shall be set and installed, where same are shown embedded in concrete work.
 5. Reglets and grounds for flashings as required by the Contract Drawings shall be cut in.
 6. All grouting shall be done with cement and filled as required or necessary throughout the Project.
- C. Place concrete as soon as practicable after the forms and the reinforcement have been inspected and approved. Do not place concrete when weather conditions prevent proper placement and consolidation; in uncovered areas during periods of precipitation; or in standing water.
1. Concrete shall not be placed until other trades have completely finished their work.
- D. Forms and underlying surfaces to receive concrete shall be absolutely cleaned and free from shavings and dirt before starting concreting.
- E. Transporting Concrete On-site:

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1. General: Transport concrete from the mixer to the forms as rapidly as practicable. Prevent segregation or loss of ingredients. Clean transporting equipment thoroughly before each batch. Do not use aluminum pipe or chutes.
 2. Pumping: If Architect approves pumping concrete for condition(s), conform to ACI 304R and ACI 304.2R as a minimum. Pumping shall not result in separation or loss of materials nor cause interruptions sufficient to permit loss of plasticity between successive increments. Loss of slump in pumping equipment shall not exceed 2 inches.
 - a. Do not use pipe made of aluminum or aluminum alloy.
 - b. Avoid rapid changes in pipe sizes.
 - c. Limit maximum size of coarse aggregate to 33 percent of the diameter of the pipe. Maximum size of well-rounded aggregate shall be limited to 40 percent of the pipe diameter.
 - d. Take samples of pumped concrete for testing at both the point of delivery to the pump and at the discharge end.
- F. Concrete must be placed as rapidly as possible after mixing and thoroughly spaded and rammed in place. All possible care is to be exercised to prevent honeycombing and segregation.
- G. Permissible locations of construction joints and additional reinforcement required shall be as shown on the Contract Drawings.
- H. Bonding:
1. Where new concrete is to be bonded to the existing concrete, the surfaces of the existing concrete shall be swept with a stiff brush or scraped to remove laitance and roughened. The bonding surface after the removal of all loose particles shall be moistened and the specified bonding compound applied.
 2. If Epoxy Bonding Compound is indicated or otherwise required, apply a thin coat of epoxy bonding compound to dry, clean surfaces. Scrub compound into the surface with a stiff-bristle brush. Place concrete while compound is tacky. Do not permit compound to harden prior to concrete placement.
- I. Structural concrete shall be placed with the aid of a mechanical vibrator. The vibrators shall be of a type and design approved and shall be capable of transmitting to the concrete not less than 3200 impulses per minute. Maintain a spare vibrator at the casting site whenever concrete is placed.
1. The vibration shall be sufficiently intense to visibly affect the concrete over a definite radius of at least two feet around the point of application but not applied long enough to segregate the ingredients. Enough vibrators shall be used to cause all concrete to flow or settle readily into place.
 2. The vibrators shall be of the internal type, applied directly to the concrete and not through the forms, except sections too thin to permit the insertion of the internal type in which case form vibrators may be employed at the discretion of the Architect.
 3. For slab construction use vibrating screeds designed to consolidate the full depth of the concrete. Vibrators shall be equipped with rubber vibrator heads.
 4. Use and type of vibrators shall conform to ACI 309 "Recommended Practice for Consolidation of Concrete".
- J. No concrete shall be deposited in water.
- K. Hot-Weather Concreting: Concrete, if placed in hot weather, shall be wet twice daily for the first week's placement. Contractor is responsible for ensuring the slab is wet cured properly. This includes man power and if necessary water supply. Maximum placing temperature is to be 90 degrees F.
- L. Cold-Weather Concreting:

1. Concrete placed in "winter weather" shall be protected against freezing; no concrete containing ice shall be used. Definition of "winter weather" and protection of such placed concrete shall be as specified in ACI 306R, Chapters 1 and 4, respectively.
2. When depositing concrete at temperatures below 40 degrees F, the concrete shall have a temperature of at least 50 degrees F, but not more than 90 degrees F. The concrete shall be maintained at a temperature of at least 50 degrees F for not less than 72 hours after depositing and shall be sufficiently protected so that this temperature can be maintained. No salt or other chemical may be used for such protection.
 - a. The heating devices used by the Contractor to maintain the specified temperatures shall have baffle plate above, of sufficient size, and a sand bed below, in order to distribute heat.
 - b. The heating devices shall be so operated that the temperature of the air immediately below the slab forms shall not exceed 100 degrees F. Contractor shall provide sufficient and suitable thermometers to verify compliance.
 - c. Only the specified non-corrosive non-chloride accelerator shall be used. Calcium chloride, thiocyanates, or admixtures containing more than 0.05 percent chloride ions are not permitted.

3.6 CONCRETE TOLERANCES

- A. Comply with tolerances of ACI 117 in addition to the following:

1. Elevation: 1/4 inch.
2. Thickness: Plus 3/8 inch, minus 1/4 inch.
3. Surface: Gap below 10-foot long, unlevelled straightedge not to exceed 1/8 inch.
4. Lateral Alignment and Spacing of Tie Bars and Dowels: 1 inch.
5. Vertical Alignment of Tie Bars and Dowels: 1/4 inch.
6. Alignment of Tie-Bar End Relative to Line Perpendicular to Pavement / Slab Edge: 1/2 inch.
7. Alignment of Dowel-Bar End Relative to Line Perpendicular to Pavement / Slab Edge: Length of dowel 1/4 inch per 12 inches.
8. Joint Spacing: 3 inches.
9. Contraction Joint Depth: Plus 1/4 inch, no minus.
10. Joint Width: Plus 1/16 inch, no minus.

3.7 JOINTS

- A. General:

1. Execute construction, isolation, and contraction joints and tool edgings true to line with faces perpendicular to surface plane of concrete. Construct transverse joints at right angles to centerline, unless otherwise indicated.
 - a. When joining existing concrete, place transverse joints to align with previously placed joints, unless otherwise indicated.
2. Install dowel bars and support assemblies at joints where indicated. Use sleeves on one-half of dowel length to prevent concrete bonding to one side of joint.

- B. Construction Joints: Set construction joints at side and end terminations of slabs and at locations where other concrete operations are stopped for more than one-half hour, unless concrete element being placed terminates at isolation/expansion joints.

1. Continue reinforcement across construction joints, unless otherwise indicated. Do not continue reinforcement through sides of slab strips, unless otherwise indicated.

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2. Use a bonding agent at locations where fresh concrete is placed against hardened or partially hardened concrete surfaces.
- C. Expansion or Isolation Joints: Form expansion isolation joints of preformed joint-filler strips abutting concrete curbs, structures, other fixed objects, and where indicated.
1. Locate expansion/isolation joints as indicated. Examine the areas and conditions where joint fillers are to be installed and correct any conditions detrimental to proper installation.
 2. Furnish and install joint fillers in one-piece longest possible lengths. Where more than one length is required, lace or clip joint-filler sections together.
 3. The methods employed in installing expansion joint fillers shall be according to procedures required by the approved product manufacturer.
 - a. Place premolded fillers against a smooth, clean and dry surface with adhesive surface (on one side) in full contact. Do not leave voids or gaps between the ends of joint filler units.
 - b. Position joint fillers as the construction progresses.
 4. Terminate joint filler less than 1/4 inch (6 mm) or more than 1/2 inch (12 mm) below finished surface if joint sealant is indicated.
 5. Protect top edge of joint filler during concrete placement with metal, plastic, or other temporary preformed caps. Remove protective cap after concrete has been placed on both sides of joint.
- D. Contraction Joints: Form weakened-plane contraction joints, sectioning concrete into areas as indicated. Construct contraction joints for a depth equal to at least one-fourth (*1/4 th*) of the concrete thickness, as follows:
1. Grooved Joints: Form contraction joints after initial floating by grooving and finishing each edge of joint with groover tool to the following radius. Repeat grooving of contraction joints after applying surface finishes. Eliminate groover marks on concrete surfaces.
 - a. Radius: 3/8 inch (10 mm).
 2. Sawed Joints: Form contraction joints at approved locations with power saws equipped with shatterproof abrasive or diamond-rimmed blades. Cut 1/8 inch (3-mm) wide joints into concrete when cutting action will not tear, abrade, or otherwise damage surface and before developing random contraction cracks.
- E. Edging: Tool edges of concrete and joints in concrete after initial floating with an edging tool to the following radius. Repeat tooling of edges after applying surface finishes. Eliminate tool marks on concrete surfaces within plane of exposed surfaces.
1. Radius: 3/8 inch (10 mm).

3.8 CONCRETE FINISHING AND CURING

- A. General:
1. Finishing of exposed to view “as cast” concrete surfaces of Project concrete shall be by qualified and experienced concrete finishers.
 2. Wetting of concrete surfaces during screeding, initial floating, or finishing operations is prohibited.
- B. Where roof slabs are to remain exposed or are to receive an applied finish as indicated by Schedule of Interior Finishes, surfaces shall be steel troweled to provide suitable base for receiving the floor covering.

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- C. For concrete walls, curbs, and like conditions that are to be exposed to view or are to receive other finishes, provide smooth “form” finish as approved by Architect. Patch tie holes and defects with mortar to match color and texture of adjacent surface and level abrupt irregularities. Remove or rub off fins and other projections exceeding 0.25 inch in height.
- D. Surfaces Not against Forms (Top of Walls and Curbs): Finish surfaces not otherwise specified with wood floats to even surfaces and to match adjacent finishes.
- E. Curing Concrete: All concrete shall be cured using the moist (wet) curing method specified unless otherwise approved by Architect for a specific condition.
 - 1. Comply with ACI and ACI 308 unless otherwise specified. Prevent concrete from drying by misting surface of concrete until curing commences. Begin curing immediately following final set.
 - 2. Do not allow concrete to dry out from time of placement until the expiration of the specified curing period. Do not use membrane-forming compound on surfaces where exposed to public view unless approved by the Architect, on any surface to be painted, where coverings are to be bonded to the concrete, or on concrete to which other concrete is to be bonded.
 - 3. Do not allow construction loads to exceed the superimposed load that the structural member, with necessary supplemental support, is capable of carrying safely and without damage.
 - 4. Begin curing after finishing concrete, but not before free water has disappeared from concrete surface.
 - 5. Moisture Curing: Keep surfaces continuously moist for not less than seven days with the following materials:
 - a. Water.
 - b. Continuous water-fog spray.
 - c. Absorptive cover, water saturated, and kept continuously wet. Cover concrete surfaces and edges with 12-inches (300-mm) lap over adjacent absorptive covers.
 - 6. Moisture-Retaining-Cover Curing: Cover concrete surfaces with moisture-retaining cover for curing concrete, placed in widest practicable width, with sides and ends lapped at least 12 inches (300 mm), and sealed by waterproof tape or adhesive. Immediately repair any holes or tears during curing period using cover material and waterproof tape.
 - 7. Use of Curing Compound: Curing compound method shall not be used unless approved by Architect for specific condition. If approved by Architect for use at specific conditions, apply curing compound uniformly in continuous operation by power spray or roller according to manufacturer's written instructions. Recoat areas subjected to heavy rainfall within three hours after initial application. Maintain continuity of coating and repair damage during curing period.
- F. Curing Periods: Moist cure concrete using potable water for a minimum of 7 days. Continue additional curing for a total period of 21 days. Begin curing immediately after placement. Protect concrete from premature drying, excessively hot temperatures, and mechanical injury; and maintain minimal moisture loss at a relatively constant temperature for the period necessary for hydration of the cement and hardening of the concrete. The materials and methods of curing shall be subject to approval by the Architect.
- G. Protect concrete from damage. Do not permit construction traffic on concrete slabs for at least 14 days after placement. Maintain concrete and slabs free of stains, discoloration, dirt, and other foreign material.

3.9 FIELD QUALITY CONTROL

- A. General: Costs for specified field inspection of reinforcing steel and placing concrete; for plant inspection at the mixer related to concrete placed in the field; and for the taking, collecting, and testing concrete cylinders in the field will be paid by the Owner and will be under the direction of Construction Manager.
1. Concrete inspections and testing by Testing Agency/Laboratory will include but not be limited to the following:
 - a. Forms will be inspected to see that they are in the correct location and that they will result in concrete of the required dimensions as shown on Contract Drawings.
 - b. Reinforcement installations will be checked for size, bending, spacing, location, firmness of installation, and surface condition. Reviewed shop drawings will be used in conjunction with Contract Documents.
 - c. Operations of mixing, conveying, placing, compacting, finishing, and curing of concrete will be inspected and will include control of field proportioning and field testing.
 2. Contractor shall assist the Construction Manager and Testing Agency/Laboratory to perform all sampling and testing specified in this Article during construction by providing incidental labor to collect and store samples.
 - a. In cold weather conditions, Contractor shall provide a uniformly heated enclosure (minimum 65 degrees F) for on-site storage of test cylinders until the testing laboratory picks them up.
 3. Contractor's Testing:
 - a. A sieve analysis of each shipment of aggregate shall be made by the Contractor's test laboratory on the working day previous to its use. In lieu thereof, and subject to the approval of the Architect, each shipment shall be accompanied by sieve analysis data which will be subject to check by the Owner's Testing Agency.
 - b. In the event that the grading of aggregate is sufficiently different from that used in the preliminary tests to indicate that water must be added to the design mix, to obtain proper plasticity, Contractor's testing laboratory shall determine from the established water-cement ratio the amount of additional cement required to be added, subject to the approval of the Architect.
 - c. Owner will not be responsible for any variation in yield of each batch.
 - d. Should more than one concrete mixing plant be used at the same time for controlled concrete, Contractor shall bear the cost of additional plant inspection.
 - e. Should test(s) yield results which do not meet the requirements of the Contract Documents, Contractor shall be required to perform coring for additional testing and/or replacement of defective concrete as directed/approved by Architect.
 - i) Drill test cores where directed by the Construction Manager when necessary to determine magnitude of cracks or defective areas.
 - ii) Fill drilled core holes in satisfactory areas with Portland cement concrete bonded with epoxy adhesive.
- B. Testing and Inspection Services:
1. Owner's Testing Agency will furnish a full time qualified inspector at the place of batching who will inspect concrete and materials for concrete.
 2. Owner's Testing Agency will furnish adequate equipment for the determination of moisture content and gradation of fine and coarse aggregate. Adjustment shall be made in batch weights to compensate for variation in moisture content. The inspector will verify the batch weights.

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3. Owner's Testing Agency will furnish a qualified inspector at the site to see that concrete is thoroughly mixed and properly placed. The inspector will control the consistency of the mix in order that there will be no segregation due to excessive water. The inspector will also supervise for proper spading and vibration of the concrete.
 4. Owner's Testing Agency will furnish submit reports to the Architect. Reports will be submitted as the tests are completed and a weekly report of the amount of the concrete placed each day will be submitted. The reports shall also include air temperatures. Results of cylinder tests will be submitted to the Architect within 48 hours after breaking.
 5. Owner's inspectors will immediately call to the attention of the Architect any discrepancies found in the work.
- C. Testing: The following testing will be performed by Owner's Testing Agency/Laboratory according to requirements specified:
1. Sampling Fresh Concrete: Representative samples of fresh concrete will be obtained according to ASTM C172, except modified for slump to comply with ASTM C94.
 2. Slump: Conforming to ASTM C143; one (1) test will be taken at point of placement for each compressive-strength test, but not less than one (1) test for each day's pour of each type of concrete. Additional tests will be required when concrete consistency changes.
 3. Air Content: Conforming to ASTM C231, pressure method; one (1) test will be taken for each compressive-strength test, but not less than one (1) test for each day's pour of each type of air-entrained concrete.
 4. Concrete Temperature: Conforming to ASTM C1064; tests taken will include one (1) test hourly when air temperature is 40 degrees F (4.4 degrees C) and below and when 80 degrees F (27 degrees C) and above, and one (1) test for each set of compressive-strength specimens.
 5. Compressive Strength Tests: Conduct strength tests of concrete during construction in accordance with ACI 214 and the following procedures:
 6. Owner's Testing Agency/Laboratory will make, transport, and test standard 6" diameter by 12" in height test specimens as required by applicable ASTM Specifications.
 - a. Three (3) test specimens will be made for each 50 yards of concrete placed, or not less than three (3) cylinders for each day's pour.
 - b. The test cylinders shall be clearly marked and the system of marking shall have a definite sequence.
 - c. In addition, one (1) set of three (3) cylinders per 150 cubic yards of concrete placed will be taken directly from the bucket or hopper and clearly identified.
 - d. The test specimens will be carefully stored and transported so as not to damage them in any way. The method of making, storing and testing specimens shall be in accordance with the procedures set forth in applicable provisions of ASTM.
 - e. Records will be kept identifying each cylinder with the locations of the concrete from which the tests cylinders were taken.
- D. Non-conforming Work:
1. If the results of these tests and inspections indicate that the concrete does not meet requirements of Contract Documents or are otherwise unsatisfactory, the Contractor shall only proceed as will be directed by the Architect. Additional costs resulting from retesting, load testing, replacement of concrete and/or damage to the work of other trades and any delay caused to the schedule shall be borne by the Contractor.
 2. If, during the progress of the work, it is found that concrete of the required workability and strength cannot be attained with the materials furnished by the Contractor, the Architect may order such changes in proportions or materials, or both, as may be necessary to secure the desired results. Any changes so ordered will be at no additional cost to the Owner.

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3.10 REPAIRS AND PROTECTION

- A. Remove and replace any materials or concrete that are broken, damaged, or defective, or do not meet requirements in this Section.
- B. Protect concrete from damage. Maintain concrete surfaces free of stains, discoloration, dirt, and other foreign material.
- C. Cutting and Patching: Contractor shall be responsible for all cutting and patching of his work as specified in Division 1 Section 01731 “Cutting and patching”.
- D. With prior approval of the Architect, as to method and procedure, all repairs of defective areas shall conform to ACI 301, Chapter 9.
- E. All structural repairs shall be made with prior approval of the Architect, as to method and procedure, using an approved epoxy adhesive and/or epoxy mortar.
- F. Leveling of floors for subsequent finishes shall be achieved by use of an approved underlayment material.
- G. All material which have been damaged or condemned shall be removed from the site.

END OF SECTION 03300

**DIVISION 7 – THERMAL AND MOISTURE PROTECTION
Section 071800 – Traffic Coatings**

Part 1 - General

1.01 Summary

- A. This specification describes the application of a seamless waterproofing membrane resistant to specified traffic wear exposures. The specified products shall meet or exceed requirements of ASTM C957, High-Solids Content, Cold Liquid-Applied Elastomeric Waterproofing Membrane with Integral Wearing Surface.

1.02 Quality Assurance

- A. Manufacturing qualifications: The manufacturer of the specified product shall be ISO 9001/9002 certified and have in existence a recognized ongoing quality assurance program independently audited on a regular basis.
- B. Contractor qualifications: Contractor shall be qualified in the field of concrete repair and protection with a successful track record of 5 years or more. Contractor shall maintain qualified personnel who have received product training by a manufacturer's representative.
- C. Install materials in accordance with all safety and weather conditions required by manufacturer or as modified by applicable rules and regulations of local, state and federal authorities having jurisdiction. Consult Material Safety Data Sheets for complete handling recommendations.

1.03 Delivery, Storage and Handling

- A. All materials must be delivered in original, unopened containers with the manufacturer's name, labels, product identification, and batch numbers. Damaged material must be removed from the site immediately.
- B. Store all materials off the ground and protect from rain, freezing or excessive heat until ready for use.
- C. Condition the specified product as recommended by the manufacturer.

1.04 Job Conditions

- A. Environmental Conditions: Do not apply material if it is raining or snowing or if such conditions appear to be imminent. Minimum application temperature 40°F (5°C) and rising.
- B. Protection: Precautions should be taken to avoid damage to any surface near the work zone due to mixing and handling of the specified coating.

1.05 Submittals

- A. Submit two copies of manufacturer's literature, to include: Product Data Sheet, and appropriate Material Safety Data Sheets (MSDS).

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1.06 Warranty

- A. Provide a written warranty from the manufacturer against defects of materials for a period of one (1) year, beginning with date of substantial completion of the project.

Part 2 - Products

2.01 Manufacturers

- A. Sikalastic 710/715 Traffic System, as manufactured by Sika Corporation, 201 Polito Ave., Lyndhurst, NJ 07071, is considered to conform to the requirements of this specification.
- B. Any materials required for repair prior to installation shall be manufactured by the same supplier of the proposed traffic coating system.

2.02 Materials

- A. Sikalastic 710/715 Traffic System is a complete system of compatible materials comprised of the following:
 - 1. Sikafloor FTP water-based epoxy primer or other primer recommended by manufacturer
 - 2. Sikalastic 710 Base one-component aromatic polyurethane base coat
 - 3. Sikalastic 715 Top one-component aromatic polyurethane top coat
 - 4. Sikalastic 700 ACL accelerator (optional)
 - 5. Sikalastic 735 AL, 736 AL Lo-VOC and 748 PA optional aliphatic top coats
- B. Total dry film thickness exclusive of aggregate shall be 33 mils for pedestrian traffic, 43 mils for heavy pedestrian and light vehicular traffic, and 55 mils for heavy vehicular traffic. See data sheet System Guide for coverage rates and application methods.
- C. Aggregate shall be clean, rounded, oven dried quartz sand with a minimum gradation of 16-30 mesh for vehicular traffic and 20-40 mesh for pedestrian traffic, and a minimum hardness of 6.5 per the Moh's scale. Aggregate shall be supplied in pre-packaged bags and free of metallic or other impurities.

2.03 Performance Criteria

- A. Properties of standard Sikalastic base and top coats:

	<u>710 Base</u>	<u>715 Top</u>
Viscosity	6500 +/- 3000 cps	1500 +/- 500 cps
Total Volume Solids (ASTM D2697)	71%	72%
VOC Content (ASTM D2369-81)	240 g/l	243 g/l
Tensile Strength (ASTM D412)	800 +/- 100 psi	3200 +/- 300 psi
Elongation at Break (ASTM D412)	500 +/- 50%	500 +/- 50%
Tear Resistance (Die C, ASTM D624)	250 +/- 25 pli	350 +/- 50 pli
Hardness (ASTM D2240)	55 +/- 5 Shore A	85 +/- 5 Shore A

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B. Properties of optional Sikalastic aliphatic top coats:

	<u>735 AL</u>	<u>736 AL Lo-VOC</u>	<u>748 PA</u>
Viscosity	2500 +/- 700 cps	3500 +/- 700 cps	200 +/- 50 cps
Total Volume Solids (ASTM D2697)	74%	83%	78%
VOC Content (ASTM D2369-81)	225 g/l	99 g/l	100 g/l
Tensile Strength (ASTM D412)	4200 +/- 300 psi	4000 +/- 300 psi	2500 +/- 200 psi
Elongation at Break (ASTM D412)	230 +/- 50%	250 +/- 50%	100 +/- 25%
Tear Resistance (Die C, ASTM D624)	400 +/- 50 pli	400 +/- 50 pli	300 +/- 50 pli
Hardness (ASTM D2240)	90 +/- 5 Shore A	90 +/- 5 Shore A	50 +/- 5 Shore D

Note: Tests were performed with material and curing conditions at 75F and 50% relative humidity.

Part 3 – Execution

3.01 Surface Preparation

- A. The substrate must be clean, dry, sound and free of surface contaminants. Remove all traces of dust, laitance, grease, oils, curing compounds, form release agents and foreign particles by mechanical means, i.e. – milling, scarifying, shotblasting, etc., as approved by the engineer. Blow surface free of dust using compressed air line equipped with an oil trap. Surface Preparation Surface must be clean, dry and sound with an open texture. Remove dust, laitance, grease, curing. All projections, rough spots, etc. should be dressed off to achieve a level surface prior to the application.
- B. Concrete should be cleaned and prepared to achieve a laitance and contaminant free, open textured surface by blast cleaning or equivalent mechanical means (CSP 3-4 per ICRI guidelines).
- C. Plywood should be clean and smooth, APA and exterior grade, not less than 1/2” thick, and spaced and supported according to APA guidelines. Seams should be sealed with Sikflex 2c or 1a and detailed and may need imbedded fabric reinforcement.
- D. Metal should be thoroughly cleaned by grinding or blast cleaning.

3.02 Priming

- A. Concrete and plywood – Apply Sikafloor FTP primer at 300 sf/gal. with a flat squeegee or roller and work well into the substrate to insure adequate penetration and sealing and puddles are avoided. Refer to data sheet for more detailed information, or consult Sika for other primer options.
- B. Premix both components. Sikafloor FTP, Part “H” is dark olive green in color and may appear black in the container. Sikafloor FTP, Part “R” is light amber in color. Add the 1 gallon of Sikafloor FTP, Part “R” to the 1.25 gallons of Part “H” in the short filled Part “H” pail. Mix thoroughly with a mechanical mixer (Jiffy) for 3 minutes. This mixture will appear as a light olive green color. Slowly add 1.25 gallons of potable water to the mixture under agitation. Mix for an additional 2 minutes until the mixture is fully dispersed. Fully dispersed material will appear as light green in color. Allow primer to cure a minimum of 3-4 hours at 70°F and 50% RH or until tack free before applying base coat.
- C. Metal – Consult Sika regarding primer.

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3.03 Detailing

- A. Non-structural cracks up to 1/16 inch – Apply a detail coat of Sikalastic 710 Base at 32 mils wet, 4” wide, centered over the crack. Allow to become tack free before overcoating.
- B. Cracks and joints over 1/16 inch up to 1 inch – Route and seal with Sikaflex 2c or 1a sealant and allow to cure. Apply a detail coat of Sikalastic 710 Base at 32 mils wet, 4” wide, centered over crack. Allow to become tack free before overcoating.
- C. Joints over 1 inch – Should be treated as expansion joints and brought up through the Sikalastic Traffic System and sealed with Sikaflex 2c or 1a sealant.

3.04 Base Coat

- A. Thoroughly mix Sikalastic 710 Base using a mechanical mixer (Jiffy) at slow speeds until a homogenous mixture and color is obtained. Use care not to allow the entrapment of air into the mixture. Apply at the recommended coverage rate (see System Guide) using a notched squeegee or trowel and backroll using a phenolic resin core roller. Extend base coat over entire area including previously detailed cracks and control joints. Allow coating to cure a minimum of 16 hours at 70°F and 50% RH or until tack free before top coating.

3.05 Top Coats

- A. Thoroughly mix Sikalastic 715 Top or optional using a mechanical mixer (Jiffy) at slow speeds until a homogenous mixture and color is obtained. Use care not to allow the entrapment of air into the mixture. Apply at the recommended coverage rate (see System Guide) using a flat or notched squeegee and backroll using a phenolic resin core roller. Apply aggregate evenly distributed at the appropriate rate immediately into wet coating and backroll if required (see System Guide). Allow coating to cure a minimum of 16 hours at 70°F and 50% RH or until tack free between coats, and a minimum of 72 hours before opening to vehicular traffic.
- B. Refer to mixing and application instructions in separate data sheet for optional Sikalastic 735 AL, 736 AL Lo-VOC and 748 PA aliphatic top coat substitutions.

3.06 Accelerator

- A. Sikalastic 700 ACL may be added to Sikalastic 710 Base, 715 Top or optional single component aliphatic top coats in order to accelerate cure time, particularly in cold weather conditions. Maximum amount that may be added is 1:20 ratio (1 quart to 5 gallons). Apply only to material that will be applied within 2-3 hours.

3.07 Mock-up

- A. A job site mock-up should always be completed to confirm acceptability of workmanship, material coverage rates and aesthetics.

3.08 Cleaning

- A. Uncured materials can be removed from tools or other surfaces with an approved solvent. Cured materials can only be removed by mechanical means.
- B. Leave finished work and work area in a neat, clean condition without evidence of spillovers onto adjacent areas.

SECTION 07920 - JOINT SEALANTS

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes sealants for the following:
 - 1. Horizontal to vertical joint surface at garage perimeter.

1.2 SUBMITTALS

- A. Product Data: For each joint sealant product indicated.
- B. Samples: For each joint sealant product indicated.
- C. Sealant compatibility and adhesion test reports.
- D. Preconstruction field-adhesion test reports.
- E. Product certificates and test reports.

1.3 QUALITY ASSURANCE

- A. Sealant Compatibility and Adhesion Testing: Use sealant manufacturer's standard test methods to determine whether priming and other specific joint preparation techniques are required to obtain rapid, optimum adhesion of joint sealants to joint substrates.
- B. Preconstruction Field-Adhesion Testing: Before installing elastomeric sealants, field test their adhesion to joint substrates using test method indicated in Part 3 "Field Quality Control" Article.

PART 2 - PRODUCTS

2.1 JOINT SEALANTS

- A. Two-component, premium grade polyurethane based elastomeric sealant.
 - 1. Basis-of-Design Product: Subject to compliance with requirements, provide Sikaflex-2C NS EZ Mix by Sika Corporation or comparable product subject to approval by engineer.

2.2 JOINT-SEALANT BACKING

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- A. General: Provide sealant backings of material and type that are nonstaining; are compatible with joint substrates, sealants, primers, and other joint fillers; and are approved for applications indicated by sealant manufacturer based on field experience and laboratory testing. Properly size backer rod for specific joint application.
- B. Basis-of-Design Product: Subject to compliance with requirements, provide Sika Backer Rod by Sika Corporation or comparable product subject to approval by engineer.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Surface Cleaning of Joints: Clean out joints immediately before installing joint sealants.
 - 1. Remove foreign material from joint substrates that could interfere with adhesion of joint sealant.
 - 2. Clean porous joint substrate surfaces by brushing, grinding, blast cleaning, mechanical abrading, or a combination of these methods to produce a clean, sound substrate capable of developing optimum bond with joint sealants. Remove loose particles remaining from above cleaning operations by vacuuming or blowing out joints with oil-free compressed air.
 - 3. Remove laitance and form-release agents from concrete.
 - 4. Clean nonporous surfaces with chemical cleaners or other means that do not stain, harm substrates, or leave residues could interfere with adhesion of joint sealants.
- B. Joint Priming: Prime joint substrates where recommended in writing by joint sealant manufacturer, based on preconstruction joint-sealant-substrate tests or prior experience. Confine primers to areas of joint-sealant bond; do not allow spillage or migration onto adjoining surfaces.
- C. Masking Tape: Use masking tape where required to prevent contact of sealant with adjoining surfaces that otherwise would be permanently stained or damaged by such contact or by cleaning methods required to remove sealant smears. Remove tape immediately after tooling without disturbing joint seal.
- D. Sealant Installation: Comply with recommendations in ASTM C 1193 for use of joint sealants as applicable to materials, applications, and conditions indicated.
- E. Install sealant backings to support sealants during application and at position required to produce optimum sealant movement capability.
 - 1. Do not leave gaps between ends of sealant backings.
 - 2. Do not stretch, twist, puncture, or tear sealant backings.
 - 3. Remove absorbent sealant backings that have become wet before sealant application and replace them with dry materials.
- F. Install bond-breaker tape behind sealants where sealant backings are not used between sealants and back of joints.

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- G. Place sealants so they directly contact and fully wet joint substrates.
 - 1. Completely fill recesses provided for each joint configuration.
 - 2. Produce uniform, cross-sectional shapes and depths that allow optimum sealant movement capability.

- H. Tooling of Sealants: Immediately after sealant application and before skinning or curing begins, tool sealants to form smooth, uniform beads, to eliminate air pockets, and to ensure contact and adhesion of sealant with sides of joint.
 - 1. Remove excess sealants from surfaces adjacent to joint.
 - 2. Use tooling agents that are approved by sealant manufacturer and that do not discolor sealants or adjacent surfaces.
 - 3. Joint Configuration: Concave joint configuration per Figure 5A in ASTM C 1193, or as indicated on the Drawings.

- I. Clean excess sealants or sealant smears adjacent to joints as installation progresses by methods and with cleaning materials approved in writing by manufacturers of joint sealants and of products in which joints occur.

END OF SECTION 07920

APPENDIX C
FEE AND COST SCHEDULE

PAYMENTS BASED UPON TASKS COMPLETED

The Contractor shall be paid pursuant to the Fee Schedule annexed hereto as Appendix C-1 plus “Reimbursable Expenses” in accordance with the Trust’s Reimbursable Policy set forth below in a total amount not to exceed \$_____. The Fee shall accrue and be paid as detailed below.

- (a) The maximum payment for each portion of the Services shall be the respective amounts set forth in the Fee Schedule. Interim payments shall be made to the Contractor in an amount equal to the percentage of completion of each portion of the tasks multiplied by the maximum payment for each task performed during the billing period plus Reimbursable Expenses.
- (b) The Contractor shall submit written requests for payment in a format determined by the Trust on or about the first (1st) day of each calendar month for Services actually performed during the immediately preceding calendar month (“**Payment Requisition**”). The Payment Requisition shall contain detailed monthly invoices that include a description of the Services performed, the percentage of completion for each task performed by the Contractor during the billing period, the amount of partial payment requested, Subcontractor costs incurred during the billing period, and any M/WBE, SDVOBs and Workforce Utilization Reports reporting requirements associated with Subcontractor payments. The Trust shall pay the Contractor within thirty (30) days of the submittal of the Payment Requisition except as provided in Subsection (d) below.
- (c) Each Payment Requisition submitted to the Trust by the Contractor shall constitute a representation that, except as specifically set forth in the Payment Requisition, as of the date of the Requisition, all representations and warranties made by the Contractor under the Contract are true, complete and accurate as if made as of the date of the submission of the Payment Requisition.
- (d) The Trust may withhold payment of a Payment Requisition, in whole or in part, to the extent necessary for the following reasons:
 - (i) Failure of the Contractor to make payments properly and promptly to its Subcontractors;
 - (ii) Failure of the Contractor to comply with M/WBE, SDVOB and Workforce Utilization Reports requirements;
 - (iii) For lien(s) filed in connection with Services, except where the lien(s) has been discharged by bond or otherwise;
 - (iv) Reasonable evidence that the Services cannot be completed due to the Contractor’s negligent performance for such Services; or
 - (v) The Contractor’s failure to perform in accordance with the terms of the Contract.

HUDSON RIVER PARK TRUST REIMBURSABLE POLICY

A. The Contractor must submit detailed documentation in support of the Contractor's request for reimbursement. All invoices and their accompanying documentation must be forwarded along with a completed copy of the attached sample INVOICE SUMMARY and a letter of transmittal as a part of the monthly application for payment to:

Hudson River Park Trust
Project Management Field Office
353 West Street, Pier 40 - 2nd Floor
New York, New York 10014

Invoices should be submitted monthly and include the Trust's contract and project numbers, if any. The Contractor should also include federal identification number with the first invoice.

B. Out-of-pocket expenses should be delineated on any invoices by general category. The Contractor must submit supporting documentation for each individual expense category.

C. **PRINTING / PHOTOGRAPHY.**

- (a) Internal printing, photography, Xeroxing, blueprinting or other reprographic work in performance of the scope of services is not reimbursable.
- (b) Outside printing, photography, Xeroxing, blueprinting, or other reprographic work performed will be reimbursed **only to the extent work is specifically requested by the Trust in writing**, and at cost evidenced by a receipt.

D. **TELEPHONE.**

- (a) All phone calls are part of Contractor's overhead costs and are not reimbursable.
- (b) Calls between Contractor's office(s) and its employees are not reimbursable.

E. **TRANSPORTATION.** Only authorized out-of-town travel in connection with the Project is to be reimbursed in accordance with the Trust Schedule of Reimbursable Allowances below, and **only to the extent that the work is specifically requested by the Trust in writing** and as evidenced by a receipt.

F. **LODGING.** Hotel/motel costs in connection with authorized out-of-town travel are to be reimbursed in accordance with the Trust Schedule of Reimbursable Allowances and **only to the extent that the work is specifically requested by the Trust in writing** and as evidenced by a receipt.

G. **OVERNIGHT DELIVERY, MESSENGER.** All messenger and delivery costs associated with the performance of the scope of services are part of the Contractor's overhead costs and are not reimbursable. Deliveries between Contractor's office(s) and its employees are not reimbursable. All messenger and delivery costs associated with out of scope services shall be reimbursed at receipted cost of such service without any handling or other Contractor add-on fee and **only to the extent that such work is specifically requested by the Trust in writing.**

H. **NON-REIMBURSABLES.**

- (a) Flight insurance.
- (b) Valet Services.

- (c) Personal expenses of any type.
- (d) Delivery charges associated with delivery of Contractor payment vouchers.
- (e) Public transportation, personal vehicle, and/or taxi to any Trust office or meeting.
- (f) Parking or toll charges associated with travel to Trust offices or meetings.

I. EQUIPMENT AND SUPPLIES. All costs for equipment and supplies are part of the Contractor's overhead costs and are not reimbursable. **Where the Trust specifically requests** equipment or supplies not covered by the scope of services, the Contractor must supply the following detailed documentation:

- (a) Receipts of suppliers' invoices for costs of commodities, equipment and supplies, or other reimbursable items. Invoices must show quantity, description and price (less applicable discounts and purchasing agent's commission).
- (b) Title to all equipment purchased pursuant to the Contract is vested in the Trust. The Trust has the option of claiming any or all of such equipment.

J. NO REIMBURSEMENT FOR SALES TAX. The Trust is a public benefit Trust and as such is exempt from all sales taxes in New York State. The Trust will not reimburse the Contractor for sales or use taxes over ten dollars (\$10.00) incurred in connection with the Contract. If the Contractor purchases goods or services that involve sales or use taxes in excess of over ten dollars (\$10.00), the Contractor must, in advance of making such purchases, obtain a sales tax certification from the Trust so that no such taxes are incurred.

K. GENERAL.

- (a) All receipts must be legible. Illegible receipts will not be reimbursed.
- (b) Original receipts should be presented for reimbursement whenever possible.
- (c) At any time or times until three (3) years after completion of Contractor's services or earlier termination of the Contract by the Trust, the Trust may audit the vouchers and statements related to cost. Each payment theretofore made shall be subject to reduction for amounts included in the related voucher that are found on the basis of such audit to not constitute reimbursable costs. Any such payment may be reduced for overpayments or increased for underpayment, as the case may be.

**HUDSON RIVER PARK TRUST
SCHEDULE OF REIMBURSABLE ALLOWANCES**

I. LODGING

See:
<http://www.gsa.gov/portal/category/100120> for permissible allowances

II. TRANSPORTATION ALLOWANCES

A. PERSONAL CAR MILEAGE

\$.51 per mile; actual for trips, site visits, out-of-town meetings and to/from airport (not for travel to meetings in Manhattan and/or five boroughs of New York City).

B. CAR RENTAL

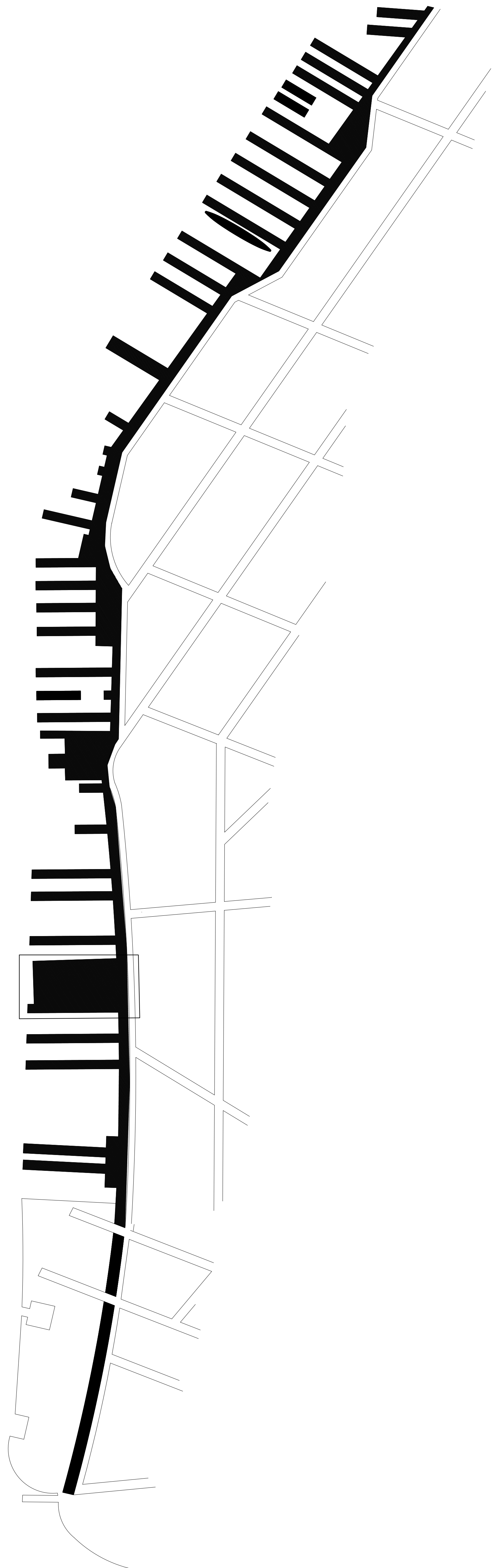
Actual

C. AIRLINE & OTHER PUBLIC TRANSPORTATION

Actual - evidenced by receipt.

E. TAXI FARES

Actual - evidenced by receipt.



HUDSON RIVER PARK

PIER 40 - WALKWAY REPLACEMENT CONTRACT NO.

ISSUED FOR BID

The Honorable
Andrew M. Cuomo
Governor, State of New York

The Honorable
Bill de Blasio
Mayor, City of New York

The Honorable
Gale Brewer
President, Borough of Manhattan

Diana L. Taylor
Chair,
Hudson River Park Trust

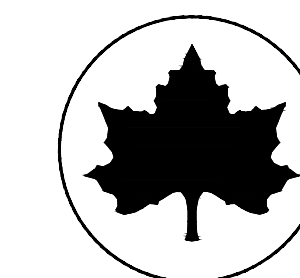
Alicia Glen
Vice Chair,
Hudson River Park Trust

Madelyn Wils
President,
Hudson River Park Trust

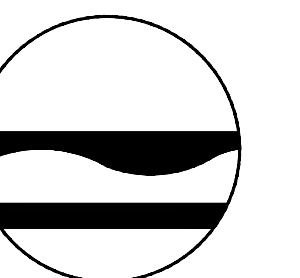
Rose H. Harvey
Commissioner,
New York State Office of Parks,
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Mitchell J. Silver
Commissioner,
City of New York
Parks & Recreation



Basil Seggos
Commissioner,
New York State Department of
Environmental Conservation

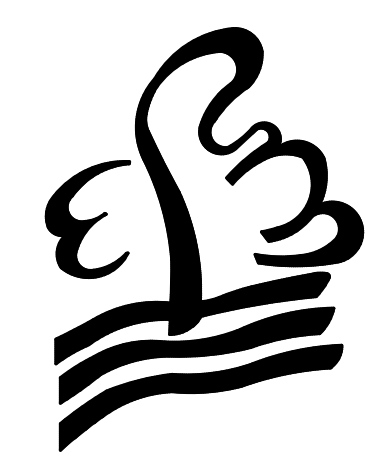


Design prepared by:



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152 Madison Ave. 16th Fl.
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T. 212.683.5680

DRAFT FOR CONSTRUCTION



Hudson River Park Trust

Madelyn Wils
President

The Honorable
Andrew M. Cuomo
Governor, State of New York

The Honorable
Bill de Blasio
Mayor, City of New York

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Gaëlle Breuyer
President, Borough of Manhattan

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Comptroller
City of New York
Parks & Recreation

Mitchell J. Silver
Comptroller
New York State Department of
Environmental Conservation

HUDSON RIVER PARK

PIER 40
Walkway
Replacement

Architect / Structural Engineers:
edc DESIGN+ RESTORE
www.edgny.com
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New York, NY 10016
T. 212.683.5680

NOTES TO USERS

This map is for use in administering the National Flood Insurance Program. It does not necessarily identify all areas subject to flooding, particularly from local drainage sources of small size. The community map repository should be consulted for possible updated or additional flood hazard information.

To obtain more detailed information in areas where Base Flood Elevations (BFEs) and/or floodways have been determined, users are encouraged to consult the Flood Profiles and Floodway Data and/or Summary of Stillwater Elevations tables contained within the Flood Insurance Study (FIS) report that accompanies this FIRM. Users should be aware that BFEs shown on the FIRM represent rounded whole-foot elevations. These BFEs are intended for flood insurance rating purposes only and should not be used as the sole source of flood elevation information. Accordingly, flood elevation data presented in the FIS report should be utilized in conjunction with the FIRM for purposes of construction and/or floodplain management.

Coastal Base Flood Elevations shown on this map apply only to landward of 0.0' North American Vertical Datum of 1988 (NAVD 88). Users of this FIRM should be aware that coastal flood elevations are also provided in the Summary of Stillwater Elevations tables in the Flood Insurance Study report for the jurisdiction. Elevations shown in the Summary of Stillwater Elevations tables should be used for construction and/or floodplain management purposes when they are higher than the elevations shown on this FIRM.

Boundaries of the floodways were computed at cross sections and interpolated between cross sections. The floodways were based on hydraulic considerations with regard to requirements of the National Flood Insurance Program. Floodway widths and other pertinent floodway data are provided in the Flood Insurance Study report for this jurisdiction.

Certain areas not in Special Flood Hazard Areas may be protected by flood control structures. Refer to Section 2.4 "Flood Protection Measures" of the Flood Insurance Study report for information on flood control structures for this jurisdiction.

The projection used in the preparation of this map was New York Long Island State Plane FIPSZONE 3104. The horizontal datum was NAD 83, GRS80 spheroid. Differences in datum, spheroid, projection or State Plane zones used in the production of FIRMs for adjacent jurisdictions may result in slight positional differences in map features across jurisdiction boundaries. These differences do not affect the accuracy of this FIRM.

Flood elevations on this map are referenced to the North American Vertical Datum of 1988. These flood elevations must be compared to structure and ground elevations referenced to the same vertical datum. For information regarding conversion between the National Geodetic Vertical Datum of 1929 and the North American Vertical Datum of 1988, visit the National Geodetic Survey website at <http://www.ngs.noaa.gov> or contact the National Geodetic Survey at the following address:

NGS Information Services
NOAA, NIMS512
National Geodetic Survey
SSMC-3, #5202
1315 East-West Highway
Silver Spring, Maryland 20910-3182
(301) 713-3242

To obtain current elevation, description, and/or location information for bench marks shown on this map, please contact the Information Services Branch of the National Geodetic Survey at (301) 713-3242, or visit its website at <http://www.ngs.noaa.gov>.

Base map information shown on this FIRM was provided in digital format by the Department of Information Technology and Telecommunication, City of New York (DoITT). This information was derived from digital orthophotos produced at a scale of 1:1,200 with 2-foot pixel resolution from photography dated April 2008.

This map reflects more detailed and up-to-date stream channel configurations than those shown on the previous FIRM for this jurisdiction. The floodplains and floodways that were transferred from the previous FIRM may have been adjusted to conform to these new stream channel configurations. As a result, the Flood Profiles and Floodway Data tables in the Flood Insurance Study Report (which contains authoritative hydraulic data) may reflect stream channel distances that differ from what is shown on this map.

Corporate limits shown on this map are based on the best data available at the time of publication. Because changes due to annexations or de-annexations may have occurred after this map was published, map users should contact appropriate community officials to verify current corporate limit locations.

Please refer to the separately printed Map Index for an overview map of the county showing the layout of map panels; community map repository addresses; and a Listing of Communities table containing National Flood Insurance Program dates for each community as well as a listing of the panels on which each community is located.

The AE Zone category has been divided by a Limit of Moderate Wave Action (LIMWA). The LIMWA represents the approximate landward limit of the 1.5-foot breaking wave. The effects of wave hazards between the VE Zone and the LIMWA (or between the shoreline and the LIMWA for areas where VE Zones are not identified) will be similar to, but less severe than those in the VE Zone.

For information on available products associated with this FIRM visit the Map Service Center (MSC) website at <http://msc.fema.gov>. Available products may include previously issued Letters of Map Change, a Flood Insurance Study Report, and/or digital versions of this map. Many of these products can be ordered or obtained directly from the MSC website.

If you have questions about this map, how to order products or the National Flood Insurance Program in general, please call the FEMA Map Information eXchange (FMIX) at 1-877-FEMA-MAP (1-877-336-2627) or visit the FEMA website at <http://www.fema.gov/business/fip>.



LEGEND

SPECIAL FLOOD HAZARD AREAS SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD

The 1% annual flood (100-year flood), also known as the base flood, is the flood that has a 1% chance of being equaled or exceeded in any given year. The Special Flood Hazard Area is the area subject to flooding by the 1% annual chance flood. Areas of Special Flood Hazard include Zones AE, AO, AR, A99, V, and VE. The Base Flood Elevation is the water-surface elevation of the 1% annual chance flood.

ZONE A
No Base Flood Elevations determined.

ZONE AE
Base Flood Elevations determined.

ZONE AH
Flood depths of 1 to 3 feet (usually areas of ponding); Base Flood Elevations determined.

ZONE AO
Flood depths of 1 to 3 feet (usually sheet flow on sloping terrain); average depths determined. For areas of alluvial fan flooding, velocities also determined.

ZONE AR
Special Flood Hazard Area formerly protected from the 1% annual chance flood by a flood control system that was subsequently identified. Zone AR indicates that the former flood control system is being restored to provide protection from the 1% annual chance or greater flood.

ZONE A99
Area to be protected from 1% annual chance flood by a Federal flood protection system under construction; no Base Flood Elevations determined.

ZONE V
Coastal flood zone with velocity hazard (wave action); no Base Flood Elevations determined.

ZONE VE
Coastal flood zone with velocity hazard (wave action); Base Flood Elevations determined.

FLOODWAY AREAS IN ZONE AE

The floodway is the channel of a stream plus any adjacent floodplain areas that must be kept free of encroachment so that the 1% annual chance flood can be carried without substantial increases in flood heights.

OTHER FLOOD AREAS

ZONE X
Areas of 0.2% annual chance flood; areas of 1% annual chance flood with average depths of less than 1 foot and drainage areas less than 1 square mile; and areas protected by levees from 1% annual chance flood.

OTHER AREAS
Areas determined to be outside the 0.2% annual chance floodplain. Areas in which flood hazards are undetermined, but possible.

COASTAL BARRIER RESOURCES SYSTEM (CBRS) AREAS

OTHERWISE PROTECTED AREAS (OPAs)

CBRS areas and OPAs are normally located within or adjacent to Special Flood Hazard Areas.

- 1% annual chance floodplain boundary
- 0.2% annual chance floodplain boundary
- Floodway boundary
- Zone D boundary
- Zone D and OPA boundary
- Boundary dividing Special Flood Hazard Area Zones and boundary dividing Special Flood Hazard Area Zones of different Base Flood Elevations, flood depths or flood velocities.
- Limit of Moderate Wave Action
- Base Flood Elevation line and value; elevation in feet (EL 987)
- Base Flood Elevation value where uniform within zone; elevation in feet

Referenced to the North American Vertical Datum of 1988

- Cross section line
- Transect line
- Culvert, Flume, Penstock or Aqueduct
- Road or Railroad Bridge
- Footbridge
- Geographic coordinates referenced to the North American Datum of 1983 (NAD 83), Western Hemisphere
- 78°00'N
- 100-meter Universal Transverse Mercator grid values, zone 18
- 600000 FT
- 5000-foot grid values; New York State Plane coordinate system; Long Island zone (FIPSZONE 3104), Lambert Conformal Conic projection
- Bench mark (see explanation in Notes to Users section of this FIRM panel)
- # M1.5
- River Mile

MAP REPOSITORY
Refer to listing of Map Repositories on Map Index.

INITIAL NFIP MAP DATE
June 28, 1974

FLOOD HAZARD BOUNDARY MAP REVISIONS
June 11, 1979

FLOOD INSURANCE RATE MAP EFFECTIVE
November 16, 1983

FLOOD INSURANCE RATE MAP REVISIONS

For descriptions of revisions see Notice to Users page in the Flood Insurance Study report.

To determine if flood insurance is available in this community, contact your insurance agent or call the National Flood Insurance Program at 1-800-638-6620.

MAP SCALE 1" = 500'

250 0 500 1000
FEET

150 0 150 300
METERS

NATIONAL FLOOD INSURANCE PROGRAM

PANEL 0182G

FIRM
FLOOD INSURANCE RATE MAP

CITY OF
NEW YORK
NEW YORK
BRONX, RICHMOND, NEW YORK,
QUEENS, AND KINGS COUNTIES

PANEL 182 OF 457
(SEE MAP INDEX FOR FIRM PANEL LAYOUT)

CONTAINS
COMMUNITY NUMBER PANEL SUFFIX
NEW YORK, CITY OF 360497 0182 G

PRELIMINARY
DECEMBER 5, 2013

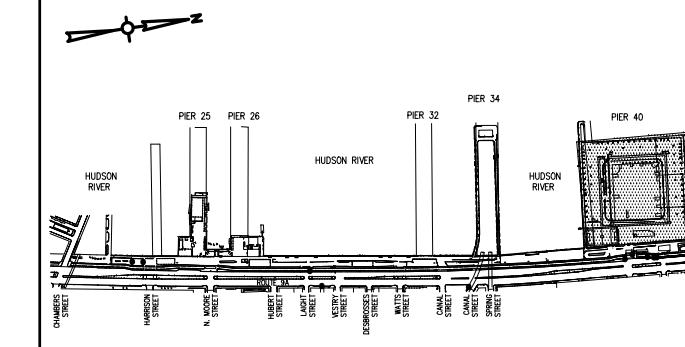
Notice to User: The Map Number shown below should be used when placing map orders; the Community Number shown above should be used on insurance applications for the subject community.

MAP NUMBER
3604970182G

MAP REVISED

Federal Emergency Management Agency

REV 0	8/24/18	OWNER REVIEW
No.	Date	Revision

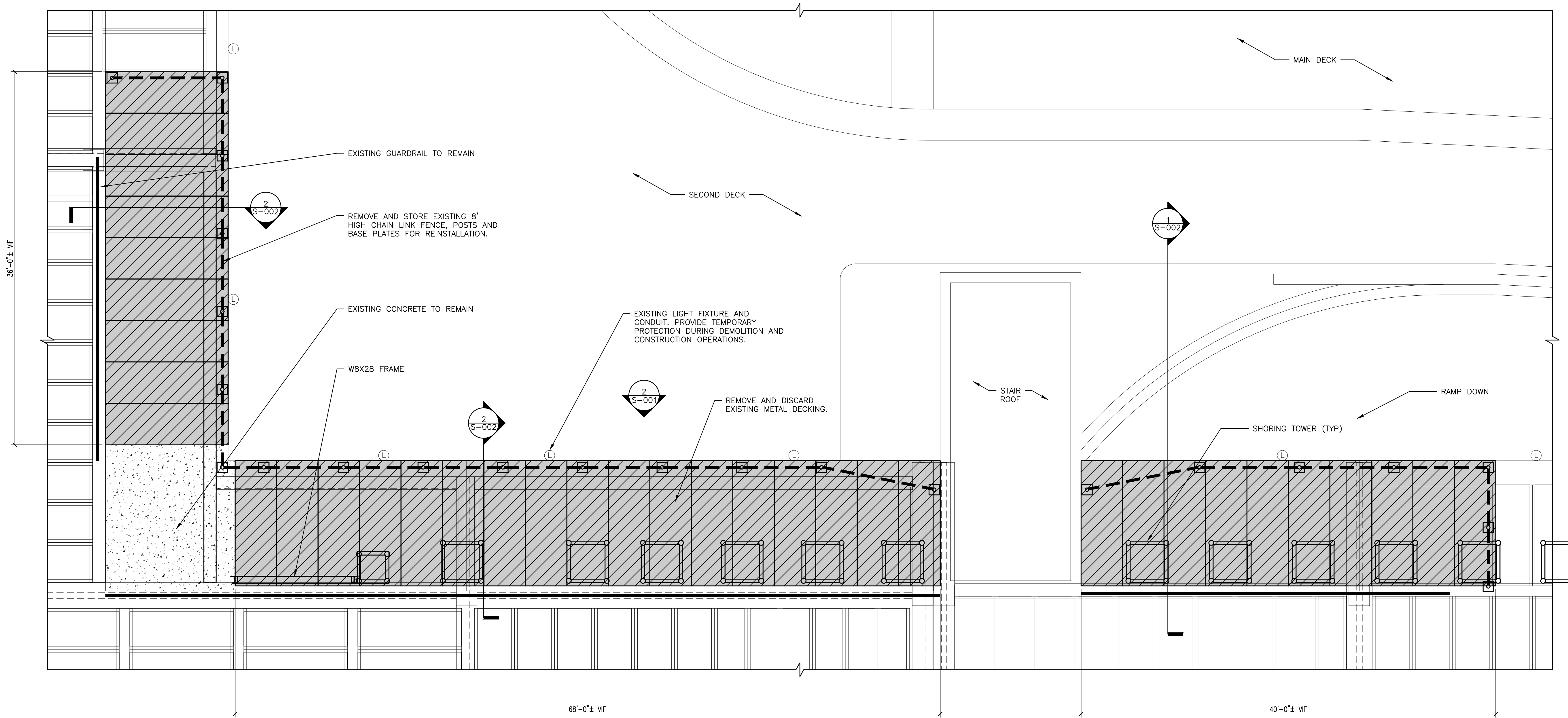


FLOOD MAP

Contract No.
Drawn by: BB
Approved by: AS
Scale: As Noted
Date: 08/24/18

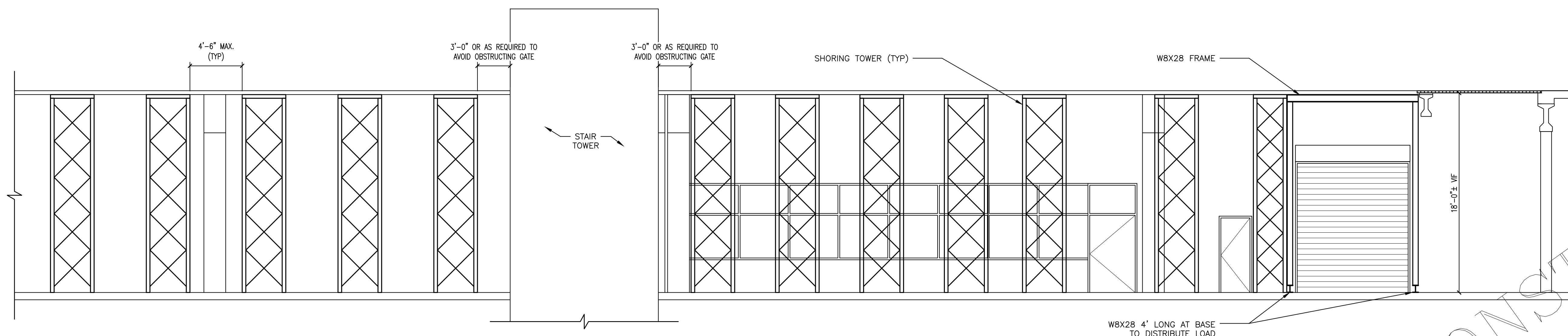
Sheet No. 3 of 7
G-0.3

DRAFT FOR CONSTRUCTION



1 DEMOLITION AND TEMPORARY SHORING PLAN
SCALE: 3/16" = 1'-0"

- NOTES:
- CONSTRUCTION LOADS SHALL NOT EXCEED THE SAFE WEIGHT CARRYING CAPACITY OF THE STRUCTURE.
 - CONTRACTOR TO COORDINATE STORAGE OF MATERIALS AND COMPONENTS TO BE REMOVED AND REINSTALLED WITH OWNER.
 - ALL DOORS AND VEHICLE RAMPS ARE TO REMAIN UNOBSTRUCTED AND OPERATIONAL AT ALL TIMES THROUGHOUT THE COURSE OF THE WORK, UNLESS OTHERWISE PERMITTED BY THE OWNER.
 - ALL DEMOLITION DEBRIS SHALL BE PROMPTLY REMOVED FROM THE PREMISES UNLESS OTHERWISE PERMITTED BY THE OWNER. DEMOLITION DEBRIS SHALL NOT BE STOCKPILED OR ALLOWED TO EXCEED THE SAFE WEIGHT CARRYING CAPACITY OF THE STRUCTURE.



2 TEMPORARY SHORING ELEVATION
SCALE: 3/16" = 1'-0"

- NOTES:
- DO NOT BLOCK EXISTING DOORS
 - CONTRACTOR TO SUBMIT SHORING DRAWINGS TO ENGINEER FOR REVIEW

Hudson River Park Trust

The Honorable
Andrew M. Cuomo
Governor, State of New York

The Honorable
Bill de Blasio
Mayor, City of New York

The Honorable
Gale Brewer
President, Borough of Manhattan

Diana L. Taylor
Chair
Hudson River Park Trust

Alicia Glen
Vice Chair
Hudson River Park Trust

Madelyn Wils
President
Hudson River Park Trust

Rose H. Harvey
Contributor
New York State Office of Parks,
Recreation and Historic Preservation

Mitchell J. Silver
Commissioner,
City of New York
Parks & Recreation

Baill Siggos
Contributor
New York State Department of
Environmental Conservation

HUDSON RIVER PARK

PIER 40

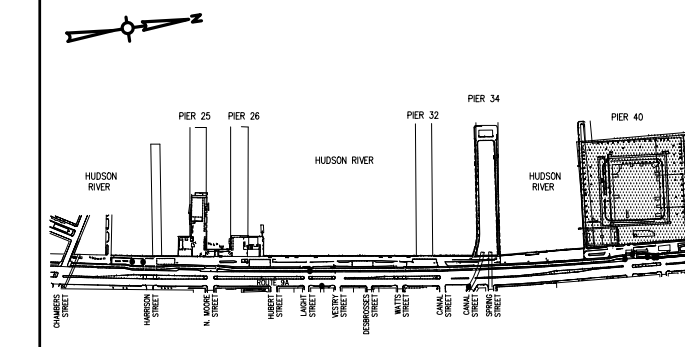
Walkway Replacement

Architect / Structural Engineers:

edg DESIGN+RESTORE

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New York, NY 10016
T. 212.683.5680

REV	No.	Date	Revision
0	8/24/18		OWNER REVIEW



Contract No.

Drawn by: BB

Approved by: AS

Scale: As Noted

Date: 08/24/18

Sheet No. 4 of 7

S-1.1

DRAFT NOT FOR CONSTRUCTION



The Honorable
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Governor, State of New York

The Honorable
Bill de Blasio
Mayor, City of New York

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New York State Department of
Environmental Conservation



HUDSON RIVER PARK

PIER 40
Walkway
Replacement

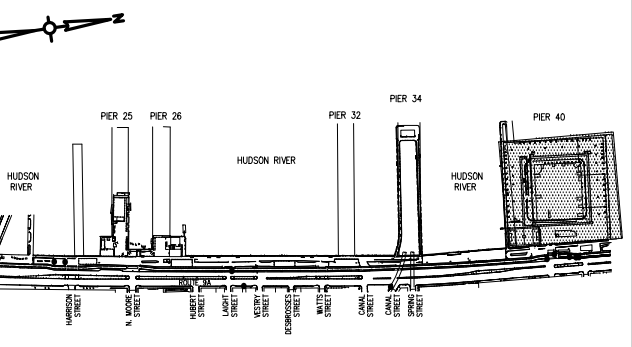
Architect / Structural Engineers:



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Seal	

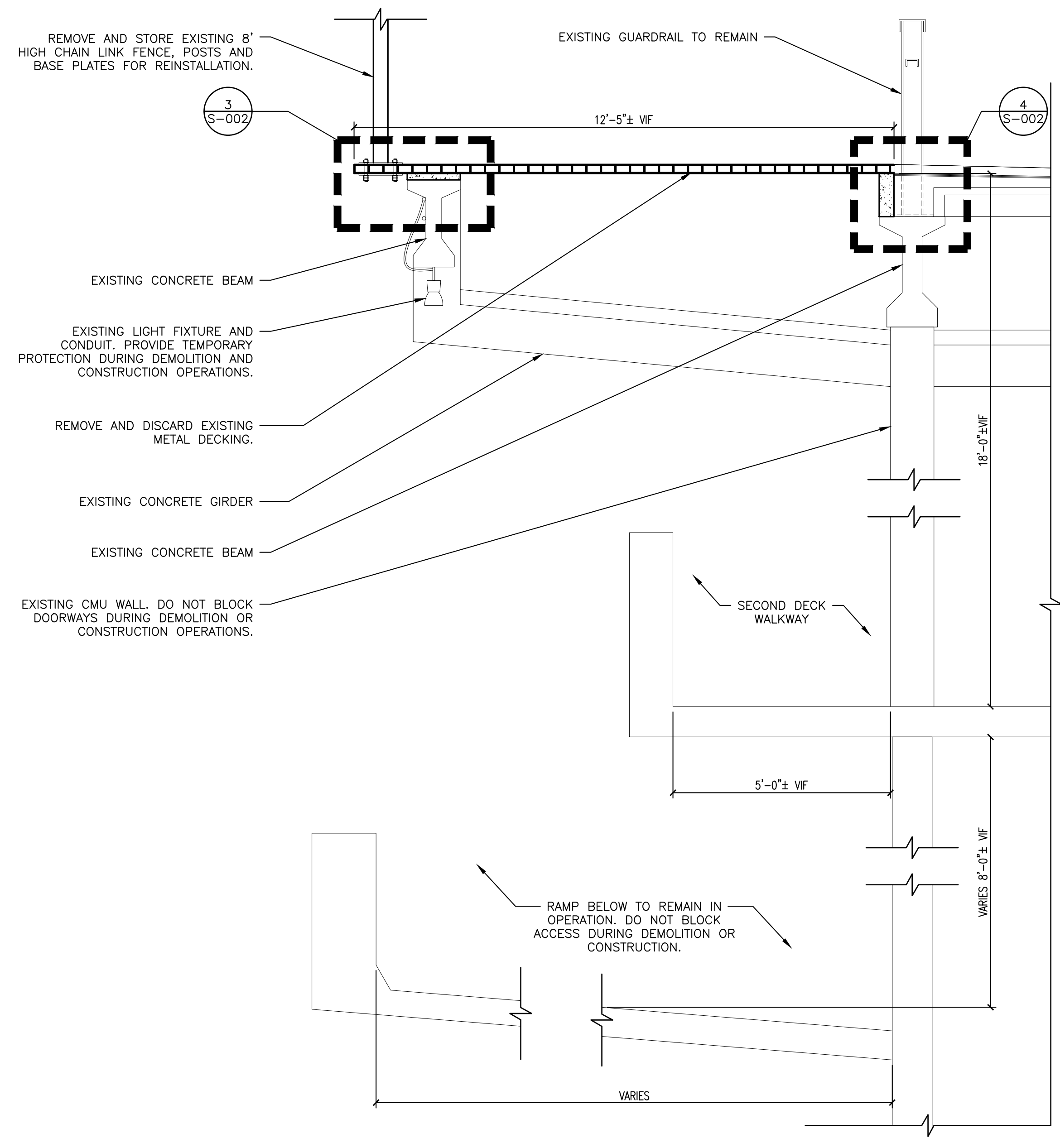
REV	NO.	DATE	REVISION
0	8/24/18		OWNER REVIEW



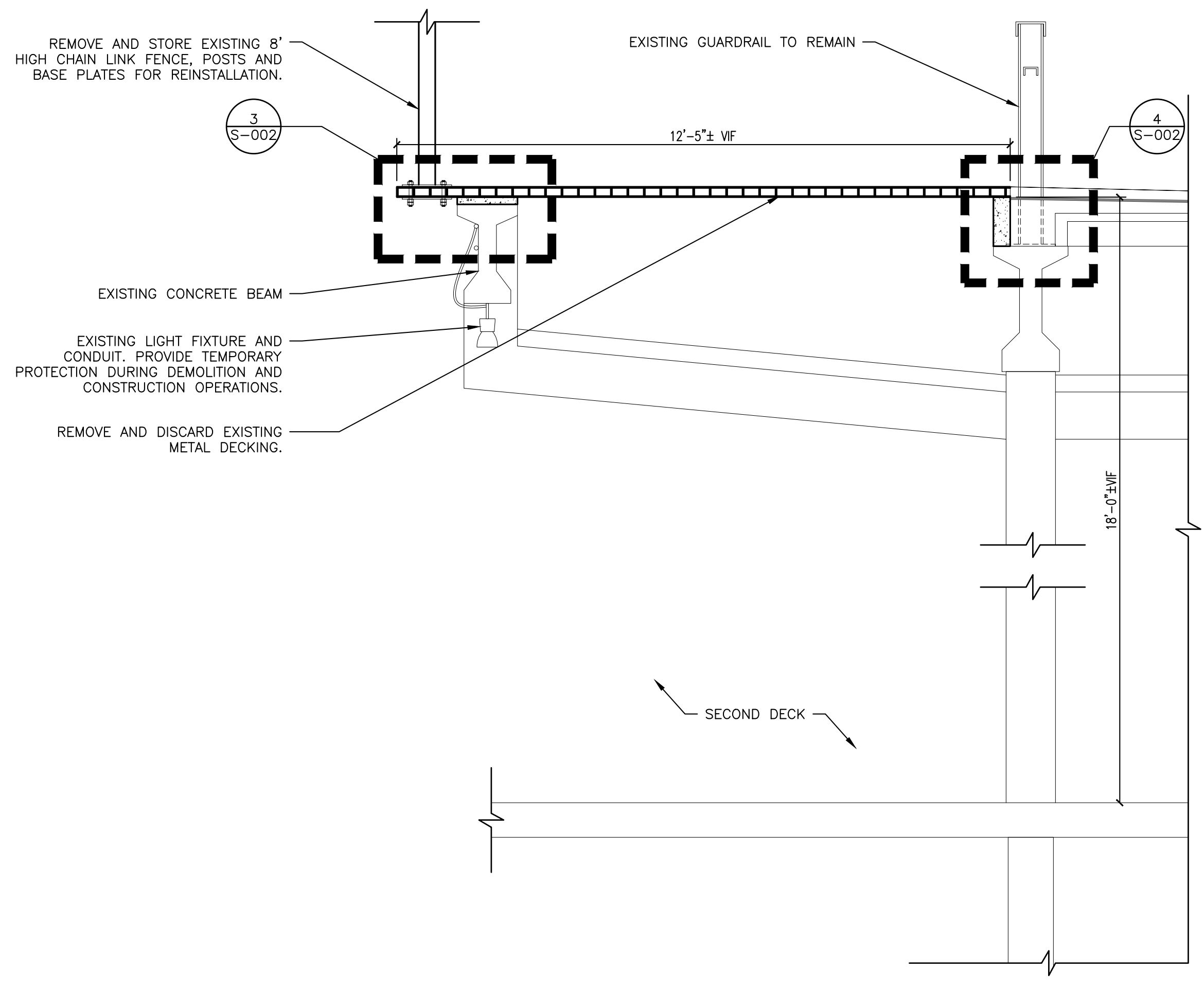
Key Plan
Drawing Title:

DEMOLITION SECTIONS AND DETAILS

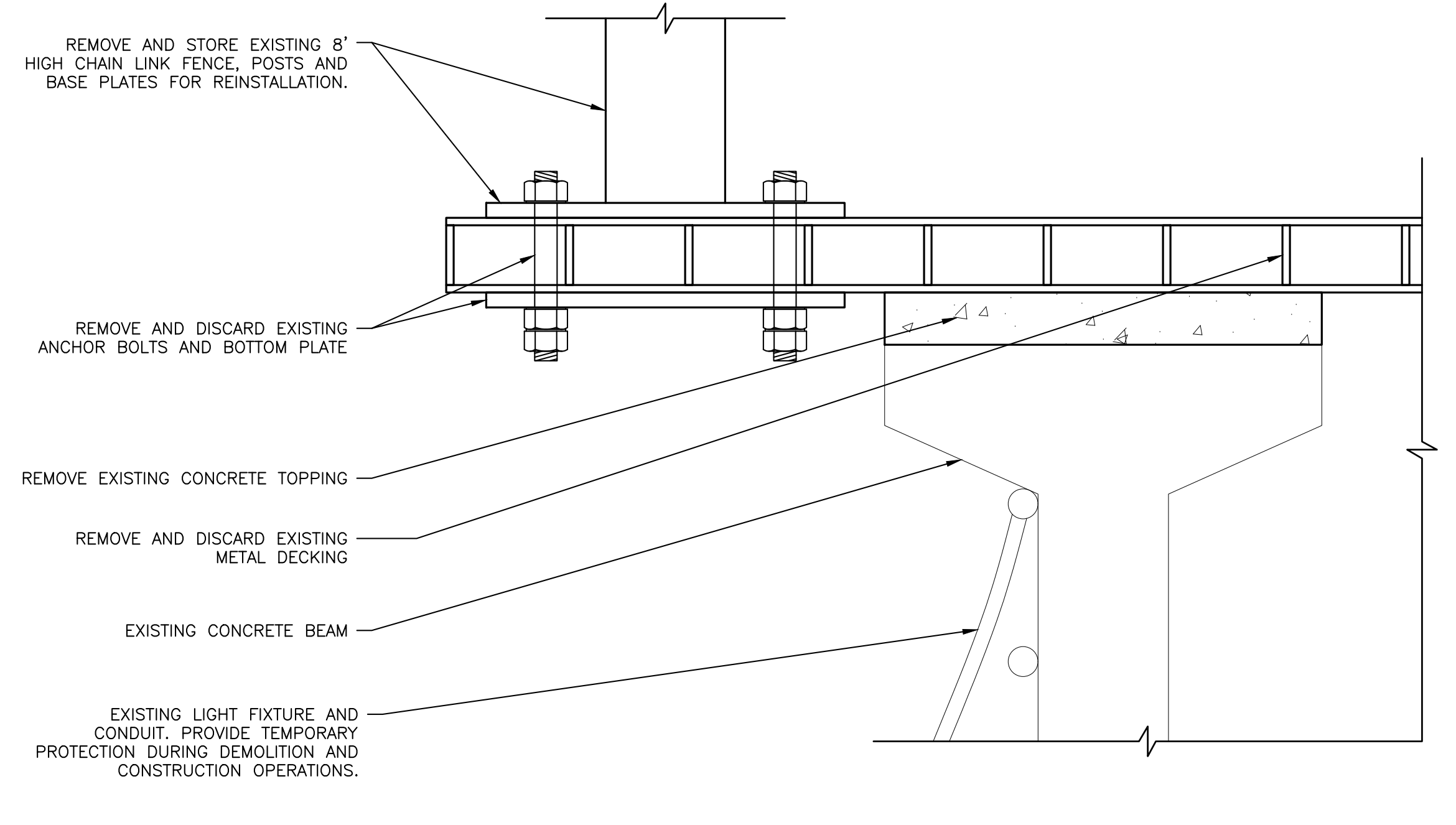
Contract No.	
Drawn by: BB	Sheet No. 5 of 7
Approved by: AS	
Scale: As Noted	S-1.2
Date: 08/24/18	



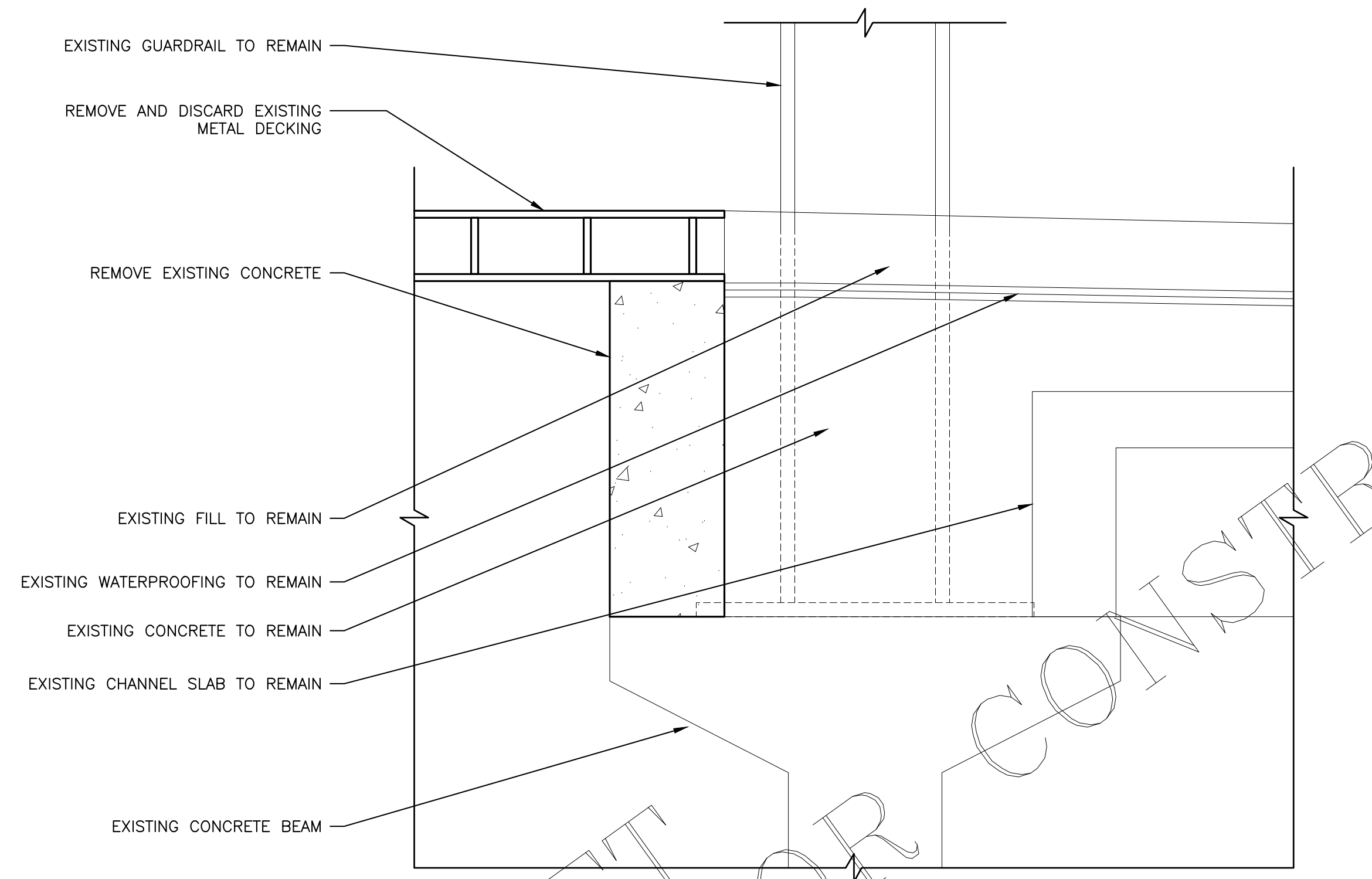
1 DEMOLITION SECTION AT RAMP
SCALE: 1/2" = 1'-0"



2 TYPICAL DEMOLITION SECTION
SCALE: 1/2" = 1'-0"



3 DEMOLITION DETAIL AT PERIMETER I
SCALE: 3" = 1'-0"



4 DEMOLITION DETAIL AT PERIMETER II
SCALE: 3" = 1'-0"

DRAFT FOR CONSTRUCTION



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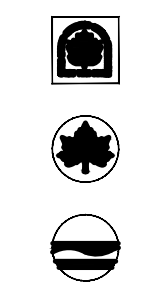
Alicia Glen
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HUDSON RIVER PARK

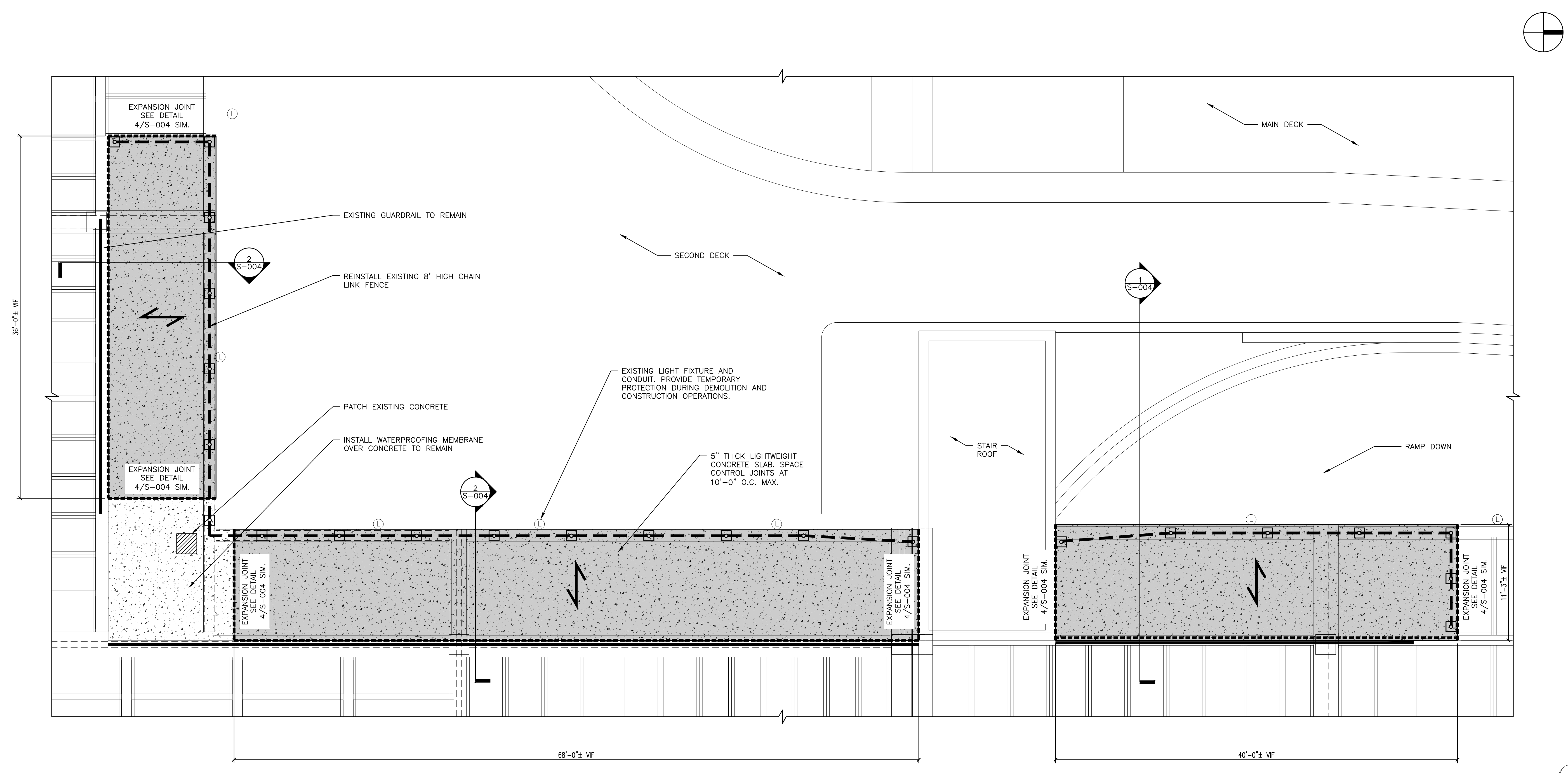
PIER 40

Walkway Replacement

Architect / Structural Engineers:



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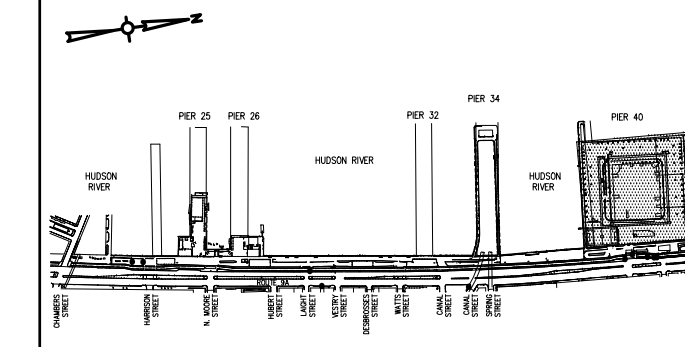


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 - LIGHTWEIGHT STRUCTURAL CONCRETE SHALL BE ALLOWED TO CURE FOR A MINIMUM OF 60 DAYS PRIOR TO APPLICATION OF THE WATERPROOFING MEMBRANE, UNLESS OTHERWISE NOTED IN WRITING BY THE MANUFACTURER.

1 CONSTRUCTION PLAN
SCALE: 3/16" = 1'-0"

DRAFT NOT FOR CONSTRUCTION

REV	No.	Date	Description
0	1	8/24/18	OWNER REVIEW



Key Plan
Drawing Title:

CONSTRUCTION PLAN

Contract No.	Sheet No. 6 of 7
Drawn by: BB	Approved by: AS
Scale: As Noted	Date: 08/24/18

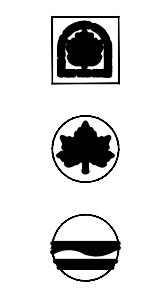
S-1.3



The Honorable
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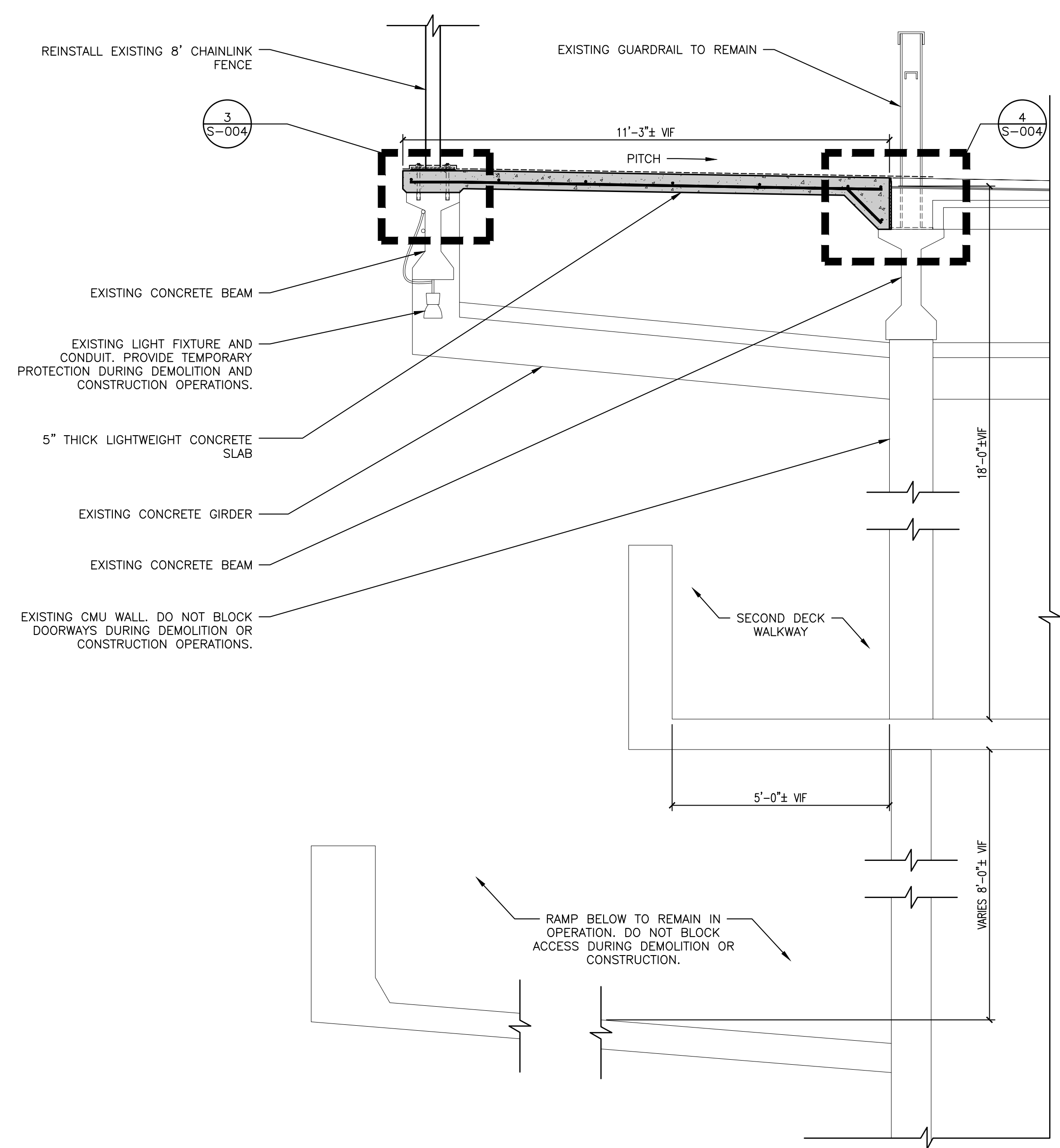
HUDSON RIVER PARK

PIER 40
Walkway
Replacement

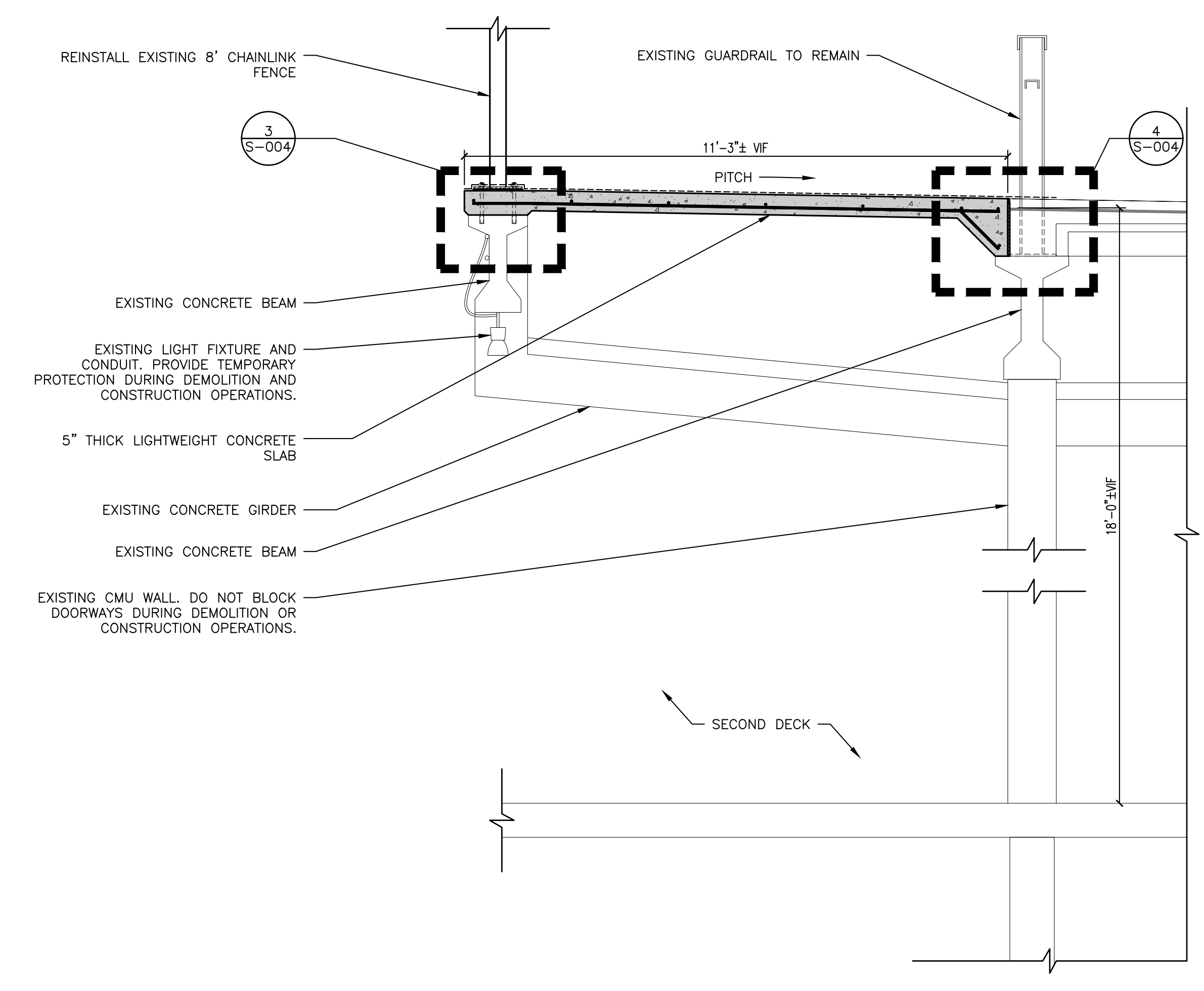
Architect / Structural Engineers:



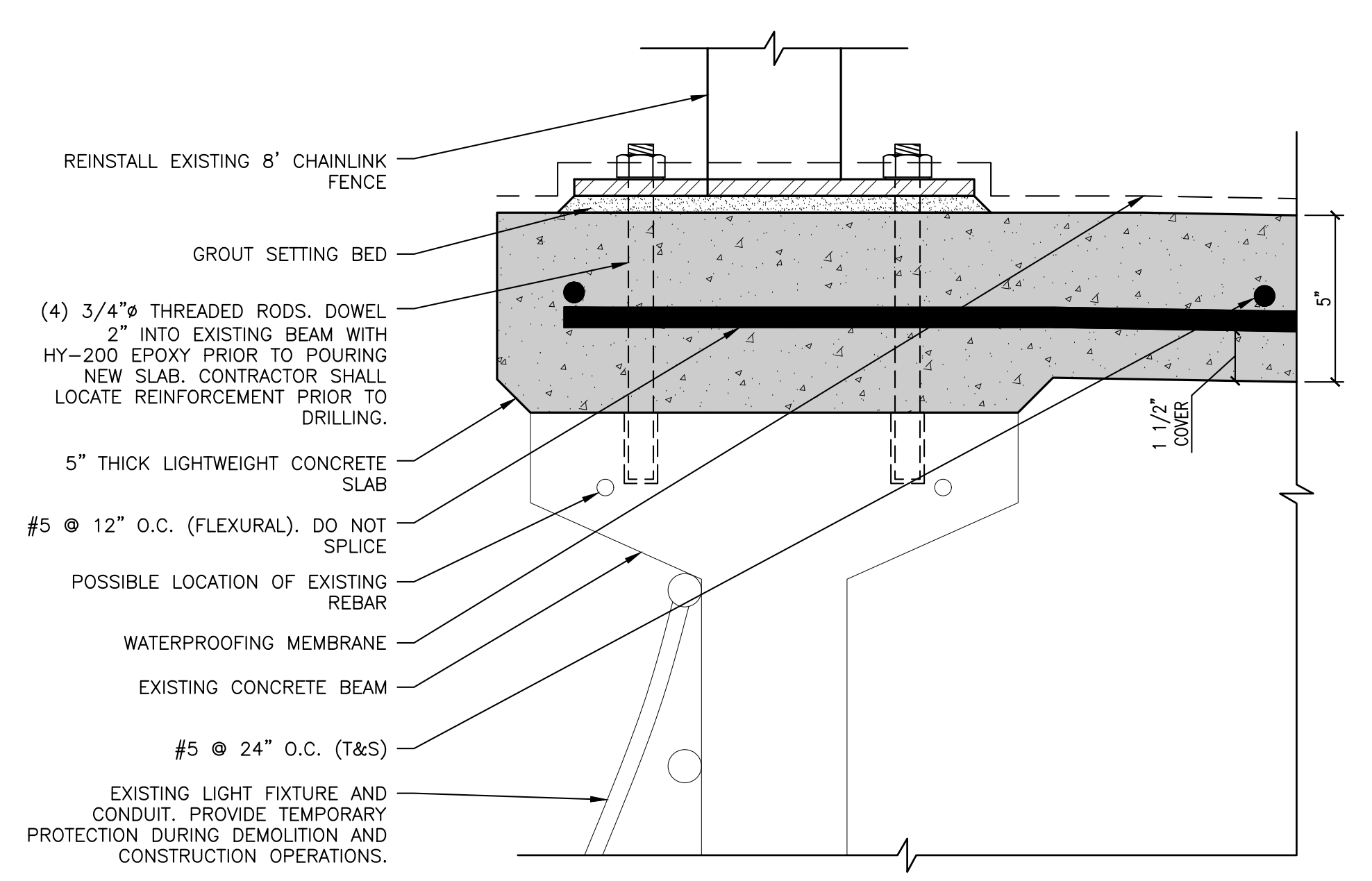
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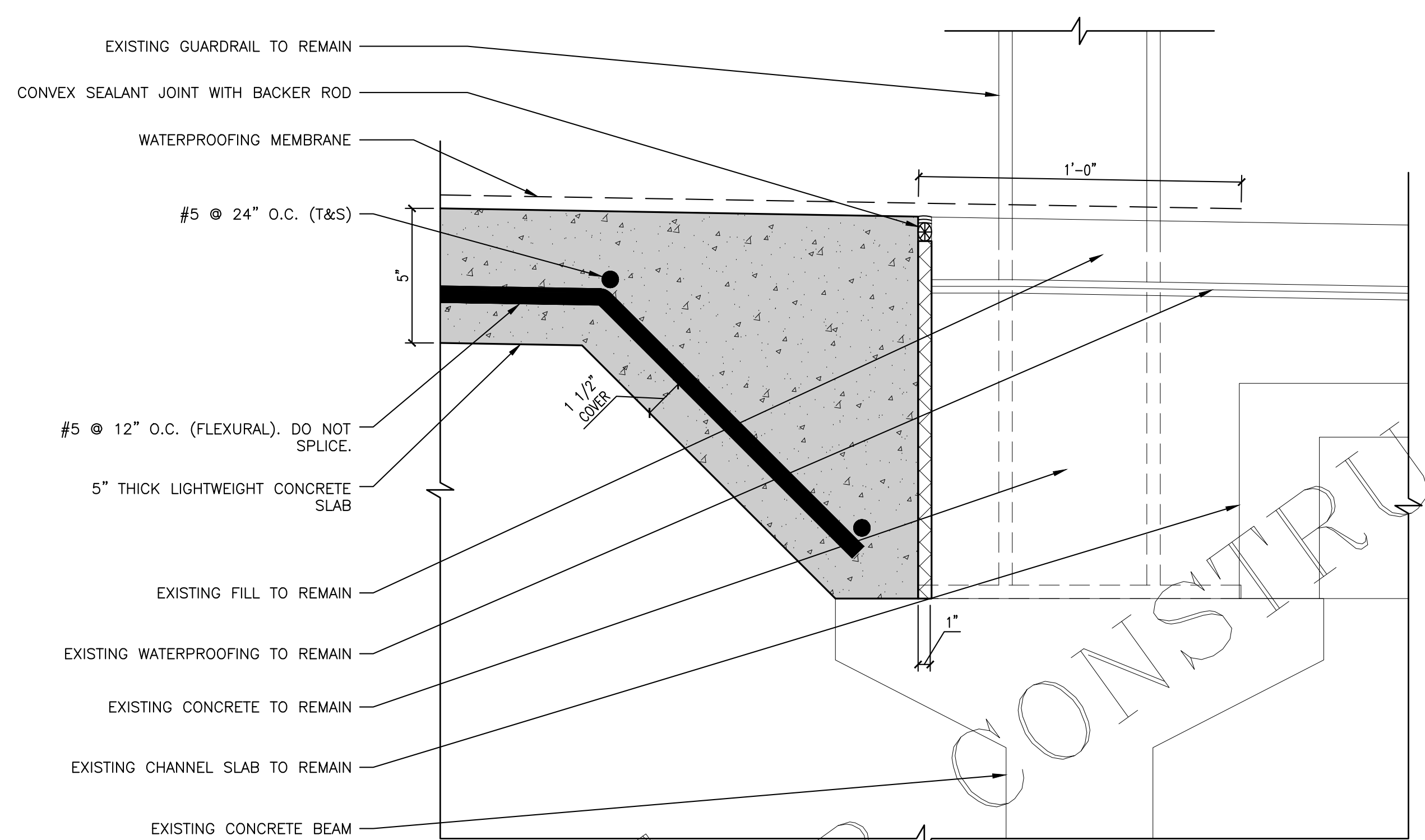
1 SECTION AT RAMP
SCALE: 1/2" = 1'-0"



2 TYPICAL SECTION
SCALE: 1/2" = 1'-0"



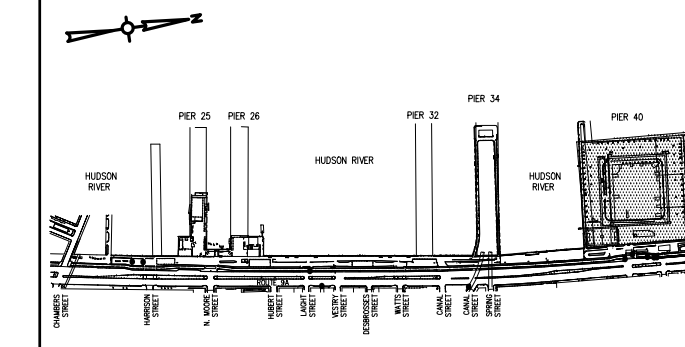
3 DETAIL AT PERIMETER I
SCALE: 3" = 1'-0"



4 DETAIL AT PERIMETER II
SCALE: 3" = 1'-0"

DRAFT NOT FOR CONSTRUCTION

REV	No.	Date	Revision
0	8/24/18		OWNER REVIEW



SECTION 01100 - SUMMARY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 WORK COVERED BY CONTRACT DOCUMENTS

- A. Project Identification: Project consists of Hudson River Park – Pier 40 – Walkway Replacement, Contract No. C4995.
 - 1. Project Location: The Project is located in the borough of Manhattan, New York, NY, within the existing Pier 40 facility of the Hudson River Park centered on West Houston Street and bordered by Route 9A to the West.
 - 2. Owner: Hudson River Park Trust, Project Management Field Office, 353 West Street, Pier 40 – 2nd Floor, New York, NY 10014.
- B. Architect Identification: For the purposes of this construction contract, the “Architect” is identified to be and the Contract Documents, dated August 24, 2018, were prepared for the Project by: EDG, 152 Madison Avenue – 16th Floor, New York, NY 10016.
- C. Construction Manager: A firm to be determined, has been engaged as Construction Manager for this Pier 40 – Walkway Replacement to serve as an advisor to Owner and to provide assistance in administering the Contract for Construction between Owner and each Contractor.
- D. The Work of this Pier 40 – Walkway Replacement (C4995) consists of installation, maintenance, and removal of temporary facilities, such as fences, gates, sidewalk bridging, etc., the selective demolition, salvage, and removals of existing elements, ACM abatement as required, installation of the new lightweight structural concrete walkway and waterproofing membrane, and re-installation of the existing 8'-0" tall chain link fence. Include performing related work as further described and summarized as follows:
 - 1. Staging and mobilization related to and required by phased work sequence.
 - 2. Construction, establishment, and maintenance of temporary protection and control measures.
 - 3. Furnish and installation of new chain link construction fencing and access gates on concrete jersey barriers on the rooftop.
 - 4. Maintenance and repair of construction fencing, access gates, etc., required for site security during construction and as needed for duration of Contract.
 - 5. Maintenance and protection of traffic through the work area on the ramp, inclusive of temporary traffic light system, and fencing and barrier relocations as needed.
 - 6. Protection of existing parking structures / equipment, utilities, and features which are to remain.
 - 7. Confirmation, establishment, and maintenance of Project baseline measurements and survey control points.
 - 8. Pre-construction existing conditions survey / measurement of the restoration work area including layout, location, and/or elevations of existing parking deck structure(s), equipment, walls, utility systems, etc.
 - 9. Utility service relocations, shut-offs, disconnects, and removal/abandonment including capping and relocation as required of existing sprinkler, fire alarm, lighting, gas, and/or water systems, as required.

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10. Removal of ACM, as required.
11. Sequenced selective demolition and removal of existing metal walkway, existing 8'-0" tall chain link fence (removed and stored for re-installation).
12. Inspection and sounding of surrounding concrete slab / deck within the construction area to ensure that all loose material is removed from overhead.
13. Sequenced furnishing and installation of new structural lightweight cast in place concrete.
14. Restoration and/or reinstallation of site elements and equipment, including but not limited to light poles, LED interior lighting, complete with new conduits, power supply, connections, and fixtures as well as other salvaged items.
15. Removal of temporary protections, facilities, and controls except as otherwise indicated. Final clean up of site and areas of deck restoration Temporary site perimeter fencing/barriers will be retained on site at Contract completion.

1.3 CONTRACTS

- A. Project Work of the Pier 40 – Walkway Replacement (C4995) Contract, will be performed and constructed under a single lump sum base contract as further described in this Section and in other Contract Documents.
- B. Multiple Contracts: Multiple contracts are separate contracts, representing significant construction activities, between Owner and other separate contractors. Separate contracts may be performed concurrently and work of this Contract shall be coordinated closely with construction activities performed on Projects under those other contracts. Other contracts for work of the Hudson River Park, Pier 40, having work concurrent with other Project work at Pier 40 related to and/or adjacent to this Contract include, but may not be limited to, the following:
 1. Pier 40 Fire Sprinkler Restoration
 2. New Tenant build-out of vacant space on 2nd floor, SE corner of Pier 40
 3. Pier 40 Pile Restoration
- C. Contractor shall cooperate fully with other separate contractors so work on those contracts may be carried out smoothly, without interfering with or delaying work under this Contract.

1.4 WORK SEQUENCE

1. Phase 1 (Part 1) - Initial coordination; scheduling; submittal of qualifications, pre-construction existing conditions survey, shop drawings, product data, samples and other submittals required; mobilizing; and other preparation for work.
 - a. Within 14 days of Notice to Proceed, furnish to Owner Certificate of Workers' Compensation, Insurance Coverage, and compliance with Disability Benefits Law documentation in form and content acceptable to NYC-DSBS and Owner.
 - b. Assist the Owner in obtaining and completing necessary permits, registrations, and work application documentation.
 - c. Obtain and complete all other necessary permits, registrations, and work application documentation required of Contractor.
 - d. Perform pre-construction existing conditions survey / field measurement of the work area as specified in Division 2 Section 02232 "Site Preparation, Demolition, and Removals", and Section 033000 Cast in Place Concrete, 030130 Maintenance of Cast-in-Place Concrete".
 - e. Comply with Submittal Schedule requirements and related list of first submittals specified in Division 1 Section 01320 "Construction Progress Documentation".
2. Phase 1 (Part 2) – Provide concrete jersey barriers for use as part of site protection fencing. Install new construction fencing on jersey barriers, privacy netting, new access gates, traffic pylons on Roof Deck Level, temporary traffic light system on the ramp. Provide protective shoring and road plates when required. Installation of sidewalk shed, and trash chutes.

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3. Phase 1 (Part 3) – Perform pre-construction existing conditions survey / measurement of existing parking structure(s), equipment, walls, utility systems, etc. for the purposes of creating submittals to confirm repair and restoration layout of structural restoration, location, and elevations information as required to perform work. Confirm all related utility service locations and status.
4. Phase 1 (Part 4) – Furnish engineered submittals for structural repairs including reinforcement and calculations for engineers review and approval.
5. Phase 2 (Part 5) – Protection of sprinkler system, gas, water, lighting, electric, alarm, drainage, existing utilities, existing parking structures / equipment and other items to remain as indicated. The removal of fencing and/or other items for reinstallation as necessary to perform work.
6. Phase 2 (Part 6) - Perform utility service relocations, shut-offs, disconnects, removal, and/or abandonment to existing interior lighting, sanitary sewer, building sprinkler, gas, and/or water systems as indicated to support work.
7. Phase 3 (Part 7) – Walkway Ramp - Selective demolition and removal of existing metal decking.
8. Phase 3 (Part 8) – Installation of shoring and formwork as required for pouring of concrete, partial removal of deteriorated concrete at cast in place section to remain, clean, prime or replace existing rebar and mesh. Form and pour new poured-in-place concrete. Installation of new expansion joints and anchor bolts.
9. Phase 3 (Part 9) – Reinstallation of 8'-0" high chain link fence and base plates along the walkway.
10. Phase 3 (Part 10) – Furnishing and installation of waterproofing membrane at walkway surface.
11. Phase 3 (Part 11) – Complete all Contract Work, include remobilization as necessary, and remove all temporary facilities such that the project area fencing, gates, barrier, etc. including site protection measures, sidewalk bridging, trash chutes etc.

1.5 USE OF PREMISES

- A. General: Each Contractor will not have full use of premises (Project Site) for construction operations during construction period. Each Contractor's use of premises is limited by Owner's right to perform work or to retain other contractors on portions of Project, and the Owner's right to open portions of the project site to the public for interim park use at any time during the life of the Contract.
- B. Reference additional provisions for Use of Premises in Division 1 Section 01140 "Work Restrictions".

1.6 SPECIFICATION FORMATS AND CONVENTIONS

- A. Specification Format: The Specifications are organized into Divisions and Sections using the 16-division format and the Construction Specifications Institute's (CSI/CSC's) 1995 "Master Format" numbering system.
- B. This Article is included to help users of the specifications more readily understand the format, language, implied requirements, and similar conventions of content. None of the following explanations shall be interpreted to modify the substance of the Contract Documents.
 1. Section Identification: The Specifications use section numbers and titles to help cross-referencing in the Contract Documents. Sections in the Project Manual are in numeric sequence; however, the

sequence is incomplete. Consult the “Table of Contents” at the beginning of the Project Manual to determine numbers and names of Sections in the Contract Documents.

- a. A Section title is not intended to limit meaning or content of the section, or to be fully descriptive of requirements specified therein, and is not an integral part of text.
2. Section Content Explanations:
 - a. Sections of Division 1 include general requirements for administration of construction, procedures, services, and temporary facilities for the Work of the Project. These Sections may elaborate on General and Supplementary Conditions and General Requirements of other sections that are applicable to specific units of work. Provisions in Sections of Division 2 to Division 16 that are often repeated would be optimally conveyed in a single location of Division 1.
 - b. Sections of Division 2 through Division 16 include specific requirements for units of the Work.
 3. Section Numbering: Used to facilitate cross-references in Contract Documents, sections are placed in the Project Manual in numeric sequence. Numbering sequence however, is not complete, and listing of Sections (such as Index, Table of Contents, or the like) at beginning of Project Manual must be consulted to determine numbers and names of specification sections in the Contract Documents.
 4. Section Page Numbering: Each section is numbered independently in the Project Manual. Section number is shown with page number at bottom of each page to facilitate location of text in Project Manual. END OF SECTION identifies the last page of a Section.
- C. Section Format:
1. Each section of specifications is subdivided into 3 "parts" that are to remain consistent in use throughout the Project Manual for uniformity and convenience. These are “Part 1 – General”, “Part 2 – Products”, and “Part 3 – Execution”. These sub-divisions of a Section do not limit the meaning of and are not intended as an integral portion of text that specifies requirements.
 - a. Part 1 - General: Usually defines the specific administrative and procedural requirements unique to the section and the specified unit of work.
 - b. Part 2 - Products: Describes, generally in some detail, the identification and qualify of items that are required for incorporation into the Project under the Section.
 - c. Part 3 - Execution: Describes, generally in some detail, preparatory actions and how the products are to be incorporated into the Project.
 2. Article: An Article is a major subject consisting of related paragraphs within a “Part” of a specification section. Articles are sequentially numbered (example, in Part 2: 2.1, 2.2, 2.3).
 3. Paragraph: A Paragraph is usually one or more sentences, dealing with a particular item or subject, separated from the preceding text. A Group of paragraphs of related information usually constitutes an Article. Paragraphs are sequentially lettered (example: A, B, C) and may include subparagraphs and sub-subparagraphs, etc. (additionally lettered and numbered).
- D. Specification Language and Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
1. Abbreviated Language: Language used in the Specifications and other Contract Documents is abbreviated. Words and meanings shall be interpreted as appropriate. Words implied, but not stated, shall be inferred as the sense requires. Singular words shall be interpreted as plural, and plural

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words shall be interpreted as singular where applicable as the context of the Contract Documents indicates.

2. Imperative mood and streamlined language are generally used in the Specifications. Requirements expressed in the imperative mood are to be performed by Contractor. Occasionally, the indicative or subjunctive mood may be used in the Section Text for clarity to describe responsibilities that must be fulfilled indirectly by Contractor or by others when so noted.
 - a. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01100

SECTION 01140 – WORK RESTRICTIONS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes provisions and restrictions for use of premises and for maintaining Owner’s partial occupancy and use during construction.

1.3 USE OF PREMISES

- A. Confine on-site construction and related operations to areas of Contract Work and under conditions as approved or otherwise directed by Construction Manager. Do not disturb portions of site beyond areas in which the Work of this Contract is indicated.
 - 1. Access to the work site by Contractors will be through Hudson River Park areas that may be or are being otherwise utilized for public access to adjacent occupancies, by adjacent tenants. The Contractor shall keep itself aware of and assist in coordination of changing access conditions, restrictions, and limitations.
 - a. Pier 40 – Walkway Replacement (C4995) Contractor shall provide and maintain site security enclosures and construction fencing for restriction of access to the parking deck restoration work area as indicated. The (C4995) Contractor shall maintain the site security enclosures including the use of temporary construction fencing at the perimeters of the parking deck restoration area and shall make modifications to the construction entrance to site as and when indicated.
 - b. Space for temporary facility structures, paths for site access, storage of materials, and parking on-site, and the like is very limited and will be restricted. Accommodation for the Contractor’s use shall be as designated and/or approved by Construction Manager.
 - c. Contractor will be responsible for maintaining load restrictions.
 - d. Contractor will be responsible to ensure that their employees use only project approved tools and equipment.
 - 2. Limits applicable to Park Wide conditions, include the following:
 - a. Contractor shall not utilize the existing public sidewalks and/or walkway surrounding Pier 40 walkways for mobilization, material removals, deliveries, or parking without securing the appropriate approvals and from the NYS Department of Transportation, the NYC Department of Transportation, and/or the Owner.
 - 1) Contractor shall be responsible for installing and maintaining temporary fencing/barriers as required to facilitate work and to protect pedestrians and vehicles in the areas of Pier 40, as required to perform work.

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- b. Comply with additional requirements as may be delineated on Staging and Mobilization (Site Logistics) Plan(s) included in the Contract Documents of a Project segment area, or segment phase.
 - c. Contractor will be restricted from using the frontage of the Pier 40 facility for parking.
 - d. Contractor will be restricted from mobilizing vehicles, equipment, and/or trailers that would be of such a weight or dimension that they would damage the Pier 40 deck structure(s) and/or previously installed work or existing to remain conditions.
 - e. Construction Gates / Entrances: Keep all construction gates / entrances serving the premises clean, clear, and available to the Owner, Owner's employees, and emergency vehicles at all times. Do not use these entrance areas to Project site for parking or storage of materials.
 - f. Secure and/or assist in securing all construction entrances and gates to the site at all times and when utilized.
 - g. Deliveries To and Removals From Site:
 - 1) Schedule deliveries, removals, and other operations to minimize use of construction gates and entrances.
 - 2) Schedule deliveries, removals and other operations to coordinate with other contractor's gaining access to the site.
 - 3) Schedule deliveries and material removals to minimize space and time requirements for storage of materials and equipment on-site.
 - 4) Provide flag-person services for all vehicle activity into and out of the site so as to protect the public.
 - h. Provide and maintain durable signage limiting public access to the construction site at all construction gates / entrances and at existing gates between adjacent public accessed areas and/or other contractor's work areas and work areas of this Contract.
 - i. Contractor shall not utilize adjacent public areas or streets for mobilization, deliveries, or parking unless permit(s) are obtained from authority having jurisdiction.
 - j. Personal radios, CD players, etc. are prohibited from the work site.
3. Pier 40: Additional Limits:
- a. On-site parking for all contractors, subcontractors, and their personnel/workers in any area of Pier 40 outside of what is defined on the Staging and Mobilization (Site Logistics) Plan(s) work area will not be allowed.
 - b. Maintain public and emergency vehicle and pedestrian access to adjacent areas of Pier 40 and other nearby facilities that have on-going public activities at all times.
 - c. Deliveries of materials for the Pier 40 – Walkway Replacement Project (including pick-up of rubbish, etc.) and for other separate contractors that may be on-site shall be scheduled with and approved by Construction Manager at least 72 hours in advance of such delivery. Notice of delivery for approval shall include identification of shipper, a brief description of cargo, estimated arrival and departure times, and, if applicable, number of vehicles. Deliveries made without prior approval will be subject to refusal at entrance to site.
 - d. All vehicular traffic shall be escorted into the site through the Main Access Gate by at least one flag person. The flag person shall wear a reflective vest and use a flag to control pedestrian traffic while the vehicles are crossing the commercial parking areas within Pier 40.
 - e. Long term storage of materials will not be permitted and will be reserved, as approved by Construction Manager, for those materials requiring immediate installation.
4. Maintain the existing site throughout times of Contract work. Contractor will be required to provide protection of previously installed work and existing items to remain including but not limited to finished paving, railings, light fixtures and bollards, curbing, plantings, seating, etc. Repair damage to disturbed portions of existing site conditions caused by Contractor's own construction operations.

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- B. Conform to additional provisions of Article “Use of Premises” in Division 1 Section 01100 “Summary” and as may be otherwise indicated by Project Manual documents and Contract Drawings and/or specified in other Sections of Division 1 and Sections of Divisions 2 – 16 related to a specific condition.

1.4 OCCUPANCY REQUIREMENTS

- A. Partial Owner Occupancy: Owner may occupy portions of the site during the construction period. Perform the Work so as not to interfere with Owner’s operations.
- B. Owner Occupancy and Use:
 - 1. Allow for Owner occupancy of portions of the site at any and all times for duration of Contract. The Owner reserves the right to maintain and provide full public access to completed portions of the Hudson River Park within the Contract Limits at any time for duration of Contract. Contractor shall be responsible for securing and maintaining its own temporary construction fencing and barriers as necessary to achieve and maintain this access.
 - 2. Maintain clear access to all areas of the Hudson River Park by personnel of the Hudson River Park Trust for maintenance and repair operations. Specifically, the Owner (Trust) and its agents shall be unencumbered from performing watering, planting, and maintenance operations (including marine operations) for park areas adjacent to and within the Contract Limits.
 - 3. Cooperate with Owner during operations of Contract work to minimize conflicts and facilitate Owner usage of Hudson River Park areas.

PART 2 - PRODUCTS

(Not Used)

PART 3 - EXECUTION

(Not Used)

END OF SECTION 01140

SECTION 01250 – CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements for requesting and making interpretations and for handling and processing Contract modifications. Include the following processes and documentation:

1. Request for Interpretation (RFI).
2. Minor Changes to the Work by Architect (ASI).
3. Notice of Modification Proposed to Contract Documents (NOM).
4. Change Orders.

- B. Related Sections include the following:

1. Division 1 Section 01310 "Project Management and Coordination" for Project Wide Electronic Data Base information.
2. Division 1 Section 01600 "Product Requirements" for administrative procedures for handling requests for substitutions made after Contract award.

1.3 REQUEST FOR INTERPRETATION (RFI)

- A. The Contractor may issue through the Construction Manager a Request for Interpretation (RFI) to the Owner, Architect and Construction Manager on the CSI Form 13.2A included at the end of this Section. Construction Manager will respond to the RFI within 14 days of receipt.

1. If a change to Contract Documents is indicated or required as a result and as applicable to response, a Supplemental Instruction, Notice of Modification, or Proposal Request will be initiated to document the Contract change.

1.4 MINOR CHANGES IN THE WORK

- A. Architect will issue through Construction Manager supplemental instructions authorizing Minor Changes in the Work, not involving adjustment to the Contract Sum or the Contract Time, on AIA Document G710, "Architect's Supplemental Instructions" form included at the end of this Section.

1.5 NOTICE OF MODIFICATION PROPOSED TO CONTRACT DOCUMENTS

- A. Notice of Modification (NOM) proposed to Contract Documents will be issued by Construction Manager using sample forms included at the end of this Section to furnish a confirmation or acknowledgment, to document, and to track a potential modification to Contract Documents. Issuance of a NOM proposed to the Contract Documents does not imply a subsequent Change Order.

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1. Notice of Modification proposed to Contract/construction Documents should contain a description of proposed adjustments of the change in the work. It also designates methods to be followed to determine proposed changes in Contract sum, Contract time, or both Contract sum and time.

1.6 CHANGE ORDER PROCEDURES

- A. Upon Owner's authorization of a Notice of Modification (NOM) proposed to Contract Documents, Construction Manager will initiate the processing of a Change Order for signatures of Owner and Contractor on forms included at the end of this Section.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.1 STANDARD FORMS

1. Request for Interpretation, CSI Form 13.2A, 1994.
2. Architect's Supplemental Instructions, AIA Document G710 – 1992.
3. Notice of Modification.
4. Change Order Description, Change Order Certification, and Change Order.

END OF SECTION 01250

SECTION 01290 - PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements necessary to prepare and process Schedule of Values and Applications for Payment.
- B. Related Sections include the following:
 - 1. Division 1 Section 01250 "Contract Modification Procedures" for administrative procedures for handling changes to the Contract.
 - 2. Division 1 Section 01320 "Construction Progress Documentation" for administrative requirements governing preparation and submittal of Contractor's Construction Schedule and Submittals Schedule.
 - 3. Division 1 Section 01400 "Quality Requirements" for sample DSBS / NYC DOB forms.
 - 4. Division 1 Section 01500 "Temporary Facilities and Controls" for requirements governing preparation and submittal of the Contractor's Site Security Work Plan.

1.3 DEFINITIONS

- A. Schedule of Values: As described in Conditions of Contract, Schedule of Values is a statement furnished by Contractor allocating portions of the Contract Sum to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

1.4 SCHEDULE OF VALUES

- A. Coordination: Relate to and adjust preparation of the Schedule of Values together with preparation of Contractor's Construction Schedule.
 - 1. Correlate line items in the Schedule of Values with other required administrative forms and schedules, including the following:
 - a. Application and certification for Payment forms with Continuation Sheets and/or Trade Payment Breakdown.
 - b. List of Subcontractors.
 - c. List of principal suppliers and fabricators.
 - d. Schedule of Minority/Women Owned Business Participation Form.
 - e. Submittals Schedule.
 - 2. Submit the Schedule of Values in the format represented by the Trade Payment Breakdown to the Construction Manager at the earliest possible date but no later than 14 days after the Notice To Proceed.

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3. Prepare and submit a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with the Project Manual “Table of Contents”. Use several line items for principal subcontract amounts, where appropriate.
 4. Sub-schedules: Where the Work is separated into phases or phases together with parts or portions of work requiring separately phased payments prepare and submit sub schedules showing values correlated with each phase or part of payment.
- B. Format and Content: Use the Project Manual “Table of Contents” as a guide to establish line items for the Schedule of Values. Use at least one line item for each Contract Specification Section, as specified elsewhere, and, as directed by Owner and/or Construction Manager, with additional line item detail as approved.
1. Identification: Include the following Project identification on the Schedule of Values:
 - a. Project name and location.
 - b. Name of Architect and Construction Manager.
 - c. Contract Title and Number
 - d. Contractor's name and address.
 - e. Date of submittal.
 2. Arrange the Schedule of Values in tabular form with separate columns to indicate the following for each item listed:
 - a. Related Specification Section.
 - b. Description of the Work.
 - c. Name of subcontractor.
 - d. Name of manufacturer or fabricator.
 - e. Name of supplier.
 - f. Change Orders (numbers) that affect value.
 - g. Dollar value.
 3. Round amounts to nearest whole dollar; total shall equal the Contract Sum.
 4. Use a separate line item in the Schedule of Values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.
 - a. Differentiate between items stored on-site and items stored off-site. Include evidence of insurance or bonded warehousing if required.
 5. Use separate line items in the Schedule of Values for initial cost of materials, for each subsequent stage of completion, and for total installed value of that part of the Work.
 6. Each item in the Schedule of Values and Applications for Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each item.
 - a. Temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown either as separate line items in the Schedule of Values or distributed as general overhead expense, at Contractor's option.
 7. Schedule Updating: Update and resubmit the Schedule of Values before the next Applications for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum.

1.5 APPLICATIONS FOR PAYMENT

- A. Each Application for Payment shall include the Application and Certification for Payment, other forms, attachments, and other information or documentation specified and shall be consistent with previous applications and payments as certified by Architect and Construction Manager and paid for by Owner.
 - 1. Initial Application for Payment, Application for Payment at time of Substantial Completion, and final Application for Payment involve additional specified requirements.
- B. Payment Application Times: The date for each progress payment is indicated in the Contract between Owner and Contractor. The period of construction Work covered by each Application for Payment is the period indicated in the Contract.
- C. Payment Application Forms: Use forms furnished by Owner for Applications for Payment. Sample copies are included at end of this Section.
- D. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Construction Manager will return incomplete applications without action.
 - 1. Entries shall match data on the Schedule of Values and Contractor's Construction Schedule. Use updated schedules if revisions were made.
 - 2. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.
 - 3. As a part of each Application for Payment, submit the following:
 - a. Updated Contractor's Construction Schedule of type(s) and as specified in the Contract Documents.
 - b. Updated Schedule of Minority / Women Owned Business Participation.
 - c. Updated Site Security Work Plan.
 - d. Partial Waiver of Lien Form.
 - e. Contractor's Affidavit of Payments of Debts and Claims.
 - f. Contractor's Affidavit of Release of Liens.
 - g. Certificates of Insurance.
 - h. Updated Approved Sub Contractor Listing.
 - i. Certified Payroll Forms.
- E. Transmittal: Submit 6 signed and notarized original copies of each Application for Payment to Construction Manager by a method ensuring receipt within 24 hours. All copies shall include waivers of lien and required attachments.
 - 1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application, in a manner acceptable to Construction Manager.
- F. Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's liens from subcontractors, sub-subcontractors, and suppliers for construction and Contract work period covered by the previous application.
 - 1. Submit partial waivers on each item for amount requested, before deduction for retainage, on each item.
 - 2. When an application shows completion of an item, submit final or full waivers.
 - 3. Owner reserves the right to designate which entities involved in the Work must submit waivers.
 - 4. Waiver Delays: Submit each Application for Payment with Contractor's waiver of mechanic's lien for construction period covered by the application.

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- a. Submit final Application for Payment with or preceded by final waivers from every entity involved with performance of the Work covered by the application who is lawfully entitled to a lien.
 5. Waiver Forms: Submit waivers of lien on forms, executed in a manner acceptable to Owner.
- G. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:
1. List of subcontractors.
 2. List of principal suppliers and fabricators.
 3. Schedule of Values.
 4. Contractor's Construction Schedule (preliminary if not final).
 5. Products list.
 6. Submittals Schedule (preliminary if not final).
 7. List of Contractor's staff assignments.
 8. List of Contractor's principal consultants.
 9. Initial progress report.
 10. Report of pre-construction conference.
 11. Certificates of insurance and insurance policies.
 12. Performance and payment bonds.
 13. Data needed to acquire Owner's insurance.
 14. Initial settlement survey and damage report if required.
 15. M/WBE Monitoring and Compliance Forms.
- H. Application for Payment at Substantial Completion: After issuing the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.
1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
 2. This application shall reflect Certificates of Partial Substantial Completion issued previously for Owner occupancy or use of designated portions of the Work.
 3. Administrative actions and submittals that shall precede or coincide with this application including but not limited, to the following:
 - a. Occupancy permits and similar approvals. Include required certification(s) of work completion in compliance with codes/standards and other DSBS / NYC DOB closeout forms.
 - b. Maintenance instructions.
 - c. Warranties (guarantees).
 - d. Changeover information related to Owner's occupancy, use, operation, and maintenance.
 - e. Final cleaning.
 - f. Application for reduction of retainage and consent of surety.
 - g. Advice on shifting insurance coverages.
 - h. List of incomplete Work, recognized as exceptions to Architect's Certificate of Substantial Completion.
- I. Final Payment Application: Submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:
1. Evidence of completion of Project closeout requirements.
 2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
 3. Updated final statement, accounting for final changes to the Contract Sum.
 4. AIA Document G707, "Consent of Surety to Final Payment."
 5. AIA Document G707A, "Consent of Surety to Reduction In Or Partial Release of Retainage."

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6. Evidence that claims have been settled.
7. Completion of items specified for completion after Substantial Completion.
8. Transmittal of required Project construction records to the Owner.
9. Removal of temporary facilities and services.
10. Removal of surplus materials, rubbish, and similar elements.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

END OF SECTION 01290

SECTION 01310 - PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
1. General project coordination procedures. Includes procedures for Furnished (not installed) Products.
 2. Use of Project Wide Electronic Data Base.
 3. Conservation (energy, water, and materials).
 4. Coordination Drawings, preparation and submittal.
 5. Preparation and submittal of Contractor's Health and Safety Plan (HASP).
 6. Administrative and supervisory personnel.
 7. Project meetings (Pre-construction, Progress, and Coordination).
- B. Each Contractor shall participate in coordination requirements. Certain areas of responsibility will be assigned to a specific contractor.
- C. Related Sections include the following:
1. Division 1 Section 01320 "Construction Progress Documentation" for pre-scheduling conference and requirements for construction and submittal schedules and reporting.
 2. Division 1 Section 01700 "Execution Requirements" for survey preparation and with procedures for coordinating general installation and field-engineering services, including establishment of benchmarks and control points.
 3. Division 1 Section 01770 "Closeout Procedures" for coordinating Contract closeout.

1.3 PROJECT COORDINATION

- A. Coordination: Each contractor shall coordinate its own construction and on-site operations with those of other contractors and entities to ensure efficient and orderly installation of each part of the Work. Each contractor shall coordinate its operations with operations for work included in different Project Manual documents and specification Sections and different contracts that depend on each other for proper installation, connection, and operation.
1. Schedule construction operations in sequence required 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 with other separate contractors of Owner to ensure maximum accessibility for required maintenance, service, and repair.
 3. Make adequate provisions to accommodate items scheduled for later installation.

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4. Prepare and submit detailed written construction work plans within 14 days of Contract execution in a format and containing information as specified or otherwise requested by the Construction Manager to clarify proposed operations.
- B. Prepare and submit Contractor's own Health and Safety Plan (HASP) and Medical Monitoring plan with a description of action to be taken if hazardous materials and like conditions are found and/or occur at Project site: Comply with Health and Safety Plan (HASP) furnished as Available Information to Bidders. Submit within 21 days of Contract execution.
 1. If materials suspected of containing hazardous materials are encountered, do not disturb; immediately notify the Construction Manager.
- C. Where necessary, prepare memoranda and distribute to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.
 1. Prepare and submit similar memoranda for Owner, Construction Manager, and separate contractors if coordination of their Work is required.
- D. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities and activities of other separate contractors to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
 1. Preparation of Contractor's Construction Schedule.
 2. Preparation of the Schedule of Values.
 3. Use of, installation, and removal of temporary facilities and controls.
 4. Delivery and processing of submittals.
 5. Progress meetings.
 6. Pre-installation conferences.
 7. Project closeout activities.
- E. Electronic Data Base, Project Wide: Each contractor shall utilize Owner's central electronic project wide management and collaboration database for all project correspondence and communications. All of the Contractor's project team members should be able to communicate, share documents, and project communications using a standard web browser and e-mail.
- F. Conservation: Coordinate construction activities to ensure that operations are carried out with consideration given to conservation of energy, water, and materials.
 1. Salvage materials and equipment involved in performance of, but not actually incorporated into, the Work as indicated and otherwise to extent possible.

1.4 SUBMITTALS

- A. General: Refer to and comply with Division 1 Section 01330 "Submittal Procedures", for procedures and additional submittal criteria.
- B. Staff Identification / Names: Within 14 days of Contract execution, submit as specified list(s) of principal staff assignments including administrative and supervisory personnel, superintendent and other personnel to be 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 the absence of individuals assigned to Project.
 1. Post copies of staff identification list in Project meeting room, in temporary field office, and by each temporary telephone.

C. Coordination Drawings / Work Plans:

1. Prepare and submit Coordination Drawings and additional detailed work plans where careful coordination and a composite of various elements is needed for installation of products and materials fabricated by separate entities, for expediting the work of critical areas, or as additionally requested by the Construction Manager. Other specific requirements for Coordination Drawings / Work Plans may be indicated in Contract Specification Sections.
2. Preparation:
 - a. Prepare using Computer Aided Drafting (CAD) and electronic files, Auto-Cad 2008 (or later version to match CAD supplied Contract Drawings).
 - b. Involved trades/subcontractors and/or, as applicable, Owner's other separate contractor(s) shall cooperate in preparation of the Coordination Drawings to assure proper coordination between elements and as a composite of Work performed by separate trades/subcontractors. Each participating trade/subcontractor and/or, as applicable, Owner's other separate contractor(s) shall indicate respective approval of these Drawings.
 - c. Indicate relationship of components shown on separate Shop Drawings and/or work plans prepared as may be specified elsewhere.
 - d. Indicate required installation sequences.

- D. Health and Safety Plan (HASP): Submit a Health and Safety plan consistent with the example furnished. HASP Plan shall be job specific and give locations of the nearest hospital and police precinct. Included shall be verification that the Contractor has a medical monitoring program for its employees.

1.5 ADMINISTRATIVE AND SUPERVISORY PERSONNEL

- A. General: In addition to Project Manager and Project Superintendent, each contractor shall employ for Project other administrative and supervisory personnel as required for proper and timely performance and execution of the Work. Submit resumes for key personnel to include the following:
1. Project Manager: Submit resume confirming a minimum of 10 years of structural restoration of parking decks or similar structures, concrete restoration work, coordination of utility building services work construction experience in kind similar to this work of Project.
 2. Project Superintendent(s): Submit resume confirming a minimum of 10 years of structural restoration of parking decks or similar structures, concrete restoration work, coordination of utility building services work construction experience in kind similar to this work of Project.
 3. Include special personnel required for coordination of operations and with other contractors.
 4. List names, addresses and telephone numbers with their specific duties and responsibilities.

1.6 PROJECT MEETINGS

- A. General: Construction Manager will schedule, conduct, and record meetings and conferences of Project unless otherwise indicated.
- B. Preconstruction Conference: Construction Manager will schedule a preconstruction conference before start of Contract work; at a time convenient to Owner, Construction Manager, and Architect; but no later than 15 days after Contract execution. Preconstruction conference will be held at Project site or another convenient or suitable location as determined/approved by Construction Manager. Conduct the meeting to review responsibilities and personnel assignments and specified agenda items.
1. Attendees: Authorized representatives of Owner, Construction Manager, Architect, and their consultants; each contractor and Contractor's superintendent; major subcontractors; manufacturers; suppliers; and other concerned parties shall attend the preconstruction conference. All participants

at the preconstruction conference shall be familiar with Project and authorized to conclude matters relating to the Work.

2. Agenda: Discuss items of significance that could affect progress, including the following:
 - a. Tentative construction/work schedule for the Contract work.
 - b. Phasing.
 - c. Critical work sequencing.
 - d. Designation of responsible personnel.
 - e. Procedures for processing field decisions and Change Orders.
 - f. Procedures for processing Applications for Payment.
 - g. Distribution of the Contract Documents.
 - h. Submittal procedures.
 - i. Preparation of Record Documents.
 - j. Use of the premises.
 - k. Responsibility for temporary facilities and controls.
 - l. Parking availability.
 - m. Office, work, and storage areas.
 - n. Equipment and product deliveries and priorities.
 - o. Testing and inspecting requirements.
 - p. Required performance results.
 - q. Protection of Contractor's on-site personnel.
 - r. First aid.
 - s. Security.
 - t. Progress cleaning.
 - u. Working hours on-site.
 - v. MBE/WBE compliance reporting requirements.
 - w. Site Security Work Plan reporting requirements.
 - x. Other as determined specific to Contract Work.
 3. Records: Significant conference discussions, agreements, and disagreements to be recorded by Construction Manager unless delegated to Contractor.
 4. Contractor shall not proceed with start of on-site Contract work if the preconstruction conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of the Work and reconvene the preconstruction conference at earliest feasible date.
- C. Progress Meetings: Construction Manager will conduct progress meetings at a minimum on biweekly intervals or as otherwise requested by Owner or Construction Manager. Coordinate dates of meetings with preparation of payment requests. Progress Meetings will be held at Project site unless otherwise determined/approved by Construction Manager or Owner. Conduct the meeting(s) to review responsibilities and specified agenda items.
1. Attendees: In addition to representatives of Owner, Construction Manager, and Architect, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the progress meetings shall be familiar with Project and authorized to conclude matters relating to the Work.
 2. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
 - a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's Construction Schedule. Determine how work behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.

- b. Review present and future needs of each entity present, including the following:
 - 1) Interface requirements.
 - 2) Sequence of operations.
 - 3) Status of submittals.
 - 4) Deliveries.
 - 5) Off-site fabrication.
 - 6) Access.
 - 7) Site security.
 - 8) Site utilization.
 - 9) Temporary facilities and controls.
 - 10) Work hours.
 - 11) Hazards and risks.
 - 12) Progress cleaning.
 - 13) Quality and work standards.
 - 14) Change Orders.
 - 15) Documentation of information for payment requests.
- 3. Reporting: Minutes of the meeting will be distributed to each party present and to parties who should have been present. Minutes should include a brief summary, in narrative form, of progress since the previous meeting and report.
- 4. Schedule Updating: Each contractor shall revise Contractor's Construction Schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.
- D. Coordination Meetings: Construction Manager will conduct Project Coordination Meetings as needed. Project coordination meetings are in addition to specific meetings held for other purposes, such as progress meetings and preinstallation conferences. Coordination meetings will be held at Project site unless otherwise determined/approved by Construction Manager or Owner.
 - 1. Attendees: In addition to representatives of Owner, Construction Manager, and Architect, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the Coordination Meeting shall be familiar with Project and authorized to conclude matters relating to the Work
 - 2. Agenda: Review and correct or approve minutes of the previous coordination meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
 - a. Contractor's Construction Schedule: Review progress since the last coordination meeting. Determine whether each contract is on time, ahead of schedule, or behind schedule, in relation to Contractor's Construction Schedule. Determine how work behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
 - b. Review present and future needs of each contractor present, including the following related coordination between separate contractors:
 - 1) Interface requirements.
 - 2) Sequence of operations.
 - 3) Status of submittals.
 - 4) Deliveries.
 - 5) Off-site fabrication.
 - 6) Access.
 - 7) Site utilization and security.
 - 8) Temporary facilities and controls.

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- 9) Work hours.
 - 10) Hazards and risks.
 - 11) Progress cleaning.
 - 12) Quality and work standards.
 - 13) Change Orders.
3. Schedule Updating: Revise Contractor's Construction Schedule after each coordination meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with report of each meeting.
 4. Reporting: Record meeting results and distribute copies to everyone in attendance and to others affected by decisions or actions resulting from each coordination meeting.

PART 2 - PRODUCTS

(Not Used)

PART 3 - EXECUTION

(Not Used)

END OF SECTION 01310

SECTION 01320 - CONSTRUCTION PROGRESS DOCUMENTATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for documenting, with respect to Contract work, the progress of construction during performance of the Work, including the following:
1. Preliminary Construction Schedule.
 2. Contractor's Construction Schedule.
 3. Submittals Schedule.
 4. Daily construction reports.
 5. Field condition reports.
 6. Special reports.
- B. Related Sections include the following:
1. Division 1 Section 01100 "Summary" for outline of Work Sequence and Schedule.
 2. Division 1 Section 01290 "Payment Procedures" for submitting the Schedule of Values and provision of an updated Construction Schedule as a part of each Application for Payment.
 3. Division 1 Section 01310 "Project Management and Coordination" for Project meeting agenda, review of construction schedules, and submitting and distributing meeting and conference minutes.
 4. Division 1 Section 01330 "Submittal Procedures" for submitting schedules and reports in addition to other submittal requirements.
 5. Division 1 Section 01400 "Quality Requirements" for submitting reports and a schedule of tests and inspections, delegated design responsibility, and provisions for mock-up(s).
 6. Division 1 Section 01770 "Closeout Procedures" for submitting Project Record Documents at Project closeout.

1.3 DEFINITIONS

- A. 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.
1. Critical activities are activities on the critical path. Activities must start and finish on the planned early start and finish times.
 2. Predecessor activity is an activity that must be completed before a given activity can be started.
- B. CPM: Critical path method, which is a method of planning and scheduling a construction project where activities are arranged based on activity relationships. Network calculations determine when activities can be performed and the critical path of Project.

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- C. Critical Path: The longest continuous chain of activities through the network schedule that establishes the minimum overall Project duration and contains no float.
- D. Event: The starting or ending point of an activity.
- E. Float: The measure of leeway in starting and completing an activity.
 - 1. Float time belongs to Owner.
 - 2. Free float is the amount of time an activity can be delayed without adversely affecting the early start of the following activity.
 - 3. Total float is the measure of leeway in starting or completing an activity without adversely affecting the planned Project completion date.
- F. Work Breakdown Structure: A partial or fragmentary network that breaks down activities into smaller activities for greater detail.
- G. Major Area: A separate building, a pier, or a similar significant construction element or site area.
- H. Milestone: A key or critical point in time for reference or measurement.

1.4 SUBMITTALS

- A. General: Refer to and comply with Division 1 Section 01330 “Submittal Procedures”, for procedures and additional submittal criteria.
- B. Qualification Data: For firms and persons specified in Article "Quality Assurance", submit to demonstrate their capabilities and experience. Include lists of completed projects with project names and addresses, names and addresses of architects and owners, and other information specified. Submittal shall be confirmation of requested information submitted with Bid Proposal.
- C. Submittals Schedule: Submit three (3) copies of schedule. Arrange Submittal Schedule in a tabular format as specified in Part 2 Article “Submittals Schedule”.
- D. Preliminary Construction Schedule: Submit two (2) printed copies; one (1) a single sheet of reproducible media, and one (1) a print.
- E. Contractor's Construction Schedule: Submit two (2) printed copies of initial schedule and each up-dated schedule, one (1) a reproducible print and one (1) a blue or black line print, large enough to show entire schedule for fabrication and construction period until completion of Work.
 - 1. In addition, submit an electronic copy of schedule, using software indicated, on CD-ROM disks, and labeled to comply with requirements for submittals. Include type of schedule (Initial or Updated) and date on label.
- F. Daily Construction Reports: Submit two (2) copies at weekly intervals.
- G. Field Condition Reports: Submit two (2) copies at time of discovery of differing conditions.
- H. Special Reports: Submit two (2) copies at time of unusual event.

1.5 QUALITY ASSURANCE

- A. Scheduling Consultant Qualifications: An experienced specialist with a minimum of five years of professional construction scheduling experience in the format to be implemented for this Project.

- B. Pre-scheduling Conference: Construction Manager will conduct conference at Project site to comply with requirements in Division 1 Section 01310 "Project Management and Coordination". With respect to Contract work, review methods and procedures related to the Preliminary Construction Schedule and Contractor's Construction Schedule, including, but not limited to, the following:
1. Review software limitations and content and format for reports.
 2. Verify availability of qualified personnel needed to develop and update schedule.
 3. Discuss constraints, including phasing, work stages, interim milestones.
 4. Review submittal requirements and procedures.
 5. Review time required for review of submittals and re-submittals.
 6. Review time required for completion procedures.
 7. Review and finalize list of demolition, site clearing, and removal activities to be included in the schedule.
 8. Review procedures for updating schedule.

1.6 COORDINATION

- A. Coordinate preparation and processing of schedules and reports with performance of demolition, removal, and site clearing activities and with scheduling and reporting of separate contractors.
- B. Each contractor's Construction Schedule shall be coordinated with the Schedule of Values, list of subcontracts, Submittals Schedule, progress reports, payment requests, and other required schedules and reports.
1. Secure time commitments for performing critical elements of the Work from parties involved.
 2. Coordinate, with respect to Contract work, each fabrication and construction activity in the network with other activities and schedule them in proper sequence.
- C. Auxiliary Services for Photographic Documentation by Owner: Cooperate with Owner's photographer and provide auxiliary services requested, including access to Project site and use of temporary facilities.

PART 2 - PRODUCTS

2.1 SUBMITTALS SCHEDULE

- A. Preparation: Submit a schedule of submittals, arranged in chronological order by dates required by Construction Schedule.
1. Relate to and adjust Submittals Schedule together with list of subcontracts, the Schedule of Values, and Contractor's Construction Schedule. Refer also to Project coordination and administration procedures for delivery and processing of submittals specified in Division 1 Section 01310 "Project Management and Coordination".
 2. Include the following Submittal Schedule information for each required submittal item as a minimum. Arrange in tabular format:
 - a. Scheduled date for first submittal.
 - b. Specification Section number and title.
 - c. Submittal category (action or informational).
 - d. Name of subcontractor, if applicable.
 - e. Description of the Work covered.
 - f. Anticipated scheduled date for Architect's and Construction Manager's final release or approval.

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- B. Initial Submittals Schedule: Submit Initial Submittals Schedule concurrently with preliminary (finalized) bar-chart schedule (in Article “Preliminary Construction Schedule”). Include submittals requested for initial review and other submittals required during the first 60 days of construction. List those required to maintain orderly progress of the Work and those required early because of long lead time for manufacture or fabrication in addition to the following:
1. Pier 40 – Walkway Replacement (C4995) Contract scheduled dates for first submittals (product data, shop drawings, etc.) unless otherwise approved by Construction Manager and Architect shall include the following items of work as specified in related Sections:
 - a. Within 14 days from Contract Execution:
 - 1) Site Staging area layout.
 - 2) Field office and/or storage facilities.
 - 3) Pre-construction existing conditions survey.
 - 4) Site fencing and safety plan.
 - b. Within 30 days from Contract Execution:
 - 1) Temporary traffic light system.
 - 2) Engineered submittals for structural repairs including reinforcement and calculations for engineers review and approval.
- C. Final Submittals Schedule: Submit concurrently with the first complete submittal of Contractor's Construction Schedule.

2.2 CONTRACTOR'S CONSTRUCTION SCHEDULE, GENERAL

- A. Procedures: Comply with procedures required and as approved by Construction Manager to exhibit scheduling for Project work contained in AGC's "Construction Planning & Scheduling”.
- B. Time Frame: Extend schedule from date established for the Contract execution to date of Substantial Completion.
1. Contract completion date shall not be changed by submission of a schedule that shows an early completion date, unless specifically authorized by Change Order.
- C. Activities: Treat each separate identified major element (structure, building, and the like) and major site area as a separate numbered activity. Comply with the following:
1. Activity Duration: Define activities so no activity is longer than 20 days, unless specifically allowed by Architect.
 2. Submittal Review Time: Include review and re-submittal times indicated in Division 1 Section 01330 "Submittal Procedures" in schedule. Coordinate submittal review times in Contractor's Construction Schedule with Submittals Schedule.
 3. Startup and Testing Time: Include not less than 14 days for startup and testing of each complete utility and building system.
 4. Substantial Completion: Indicate completion in advance of date established for Substantial Completion, and allow time for Architect's and Construction Manager's administrative procedures necessary for certification of Substantial Completion.
- D. Constraints: Include constraints and work restrictions indicated in the Contract Documents and following conditions in Construction Schedule to show how the sequence of the Work is affected.
1. Phasing: Arrange list of activities on schedule by phase.

2. Work Restrictions: Show the effect of the following items on the schedule:
 - a. Coordination with existing and other contractor concurrent construction activities.
 - b. Uninterruptible services.
 - c. Partial occupancy or use before Substantial Completion.
 - d. Use of premises restrictions.
 - e. Provisions for future construction.
 - f. Seasonal variations.
 - g. Environmental control.
 3. Work Stages: Indicate important stages of construction for each major portion of the Work, including, but not limited to, the following as applicable to Project requirements:
 - a. Subcontract awards.
 - b. Submittals.
 - c. Demolition and removals.
- E. Milestones: Include milestones indicated by Contract Documents in Construction Schedule. Include but not limit to: Contract execution, Phases and/or Parts of Work sequence indicated in Division 1 Section 01100 "Summary", mobilization and preparation for work, start of fabrication for different major components, start of on-site work, Substantial Completion, and Final Completion.
- F. Cost Correlation: At the head of schedule, include a cost correlation line, indicating planned and actual costs. On the line, show dollar volume of the Work performed as of dates used for preparation of payment requests.
 1. Refer to Division 1 Section 01290 "Payment Procedures" for cost reporting and payment procedures.
- G. Contract Modifications: For each proposed Contract modification and concurrent with its submission, prepare a time-impact analysis (work breakdown schedule) to demonstrate the effect of the proposed change on the overall Project schedule.
- H. Computer Software: Prepare schedules using a program that has been developed specifically to manage construction schedules.
 1. Compatibility: Microsoft Project 2003 or Primavera P3e/c. Use programs and versions compatible for use by Construction Manager and Owner with MS Windows XP operating system.

2.3 PRELIMINARY CONSTRUCTION SCHEDULE

- A. Bar-Chart Schedule as Preliminary Construction Schedule: Submit preliminary Construction Schedule at time of Bid Proposal and a finalized Preliminary Construction Schedule within seven (7) days after date established for the Contract execution. Schedule shall be acceptable to the Owner and Construction Manager.
- B. Preparation: Indicate each significant fabrication and construction activity separately. Identify first workday of each week with a continuous vertical line. Outline significant construction and other Project activities for first 90 days of work. Include skeleton diagram for the remainder of the Work and a cash requirement prediction based on indicated activities.

2.4 CONTRACTOR'S CONSTRUCTION SCHEDULE

- A. General: Prepare, as a minimum, an enhanced Bar Chart Construction Schedule based on schedule previously submitted. At Contractor's option, a CPM schedule format may be implemented compatible with Owner's current programs as approved by Construction Manager.
1. If CPM Scheduling is used, prepare Contractor's Construction Schedule using a CPM network analysis diagram based on procedures and methods contained in AGC's "Construction Planning and Scheduling".
- B. Schedule Preparation: Prepare a list of all activities required to complete the Work.
1. Activities: Indicate the estimated time duration, sequence requirements, and relationship of each activity in relation to other activities. Include estimated time frames for the following activities as a minimum:
 - a. Preparation and processing of submittals.
 - b. Demolition/clearing and removals.
 2. Processing: Process and revise data, reorganize activity sequences, and reproduce as often as necessary to produce the schedule within the limitations of the Contract Time.
- C. Initial Issue of Schedule: Identify critical activities. Prepare schedules showing the following:
1. Contractor or subcontractor and the Work or activity.
 2. Description of activity.
 3. Principal events of activity.
 4. Immediate preceding and succeeding activities.
 5. Start dates.
 6. Finish dates.
 7. Activity duration in workdays.
 8. Total float or slack time.
 9. Average size of workforce.
 10. Dollar value of activity (coordinated with the Schedule of Values).
- D. Schedule Updating: Concurrent with making revisions to schedule, show the following:
1. Identification of activities that have changed.
 2. Changes in start dates.
 3. Changes in finish dates.
 4. Changes in activity durations in workdays.
 5. Changes in total float or slack time.
 6. Changes in the Contract Time (if approved by Change Order).

2.5 REPORTS

- A. Daily Construction Reports: Prepare a daily construction to record the following information concerning events at Project site:
1. List of subcontractors at Project site.
 2. List of separate contractors at Project site.
 3. Approximate count of personnel at Project site.
 4. High and low temperatures and general weather conditions.
 5. Accidents.
 6. Meetings and significant decisions.

7. Unusual events (refer to special reports).
8. Stoppages, delays, shortages, and losses.
9. Emergency procedures.
10. Orders and requests of authorities having jurisdiction.
11. Change Orders received and implemented.
12. Services connected and disconnected.
13. Partial Completions and occupancy use.
14. Substantial Completions authorized.

- B. Field Condition Reports: Immediately on discovery of a difference between field conditions and the Contract Documents, prepare a detailed report. Submit with a request for information on forms provided in the Construction Documents. Include a detailed description of the differing conditions, together with recommendations for changing the Contract Documents.

2.6 SPECIAL REPORTS

- A. General: Submit special reports directly to Owner and Construction Manager within one (1) day of an occurrence. Distribute copies of report to parties affected by the occurrence.
- B. Reporting Unusual Events: When an event of an unusual and significant nature occurs at Project site, whether or not related directly to the Work, prepare and submit a special report. List chain of events, persons participating, response by Contractor's personnel, evaluation of results or effects, and similar pertinent information. Advise Owner and Construction Manager in advance when these events are known or predictable.

PART 3 - EXECUTION

3.1 CONTRACTOR'S CONSTRUCTION SCHEDULE

- A. Contractor's Construction Schedule Updating:
1. At monthly intervals, update schedule to reflect actual construction progress and activities. Issue schedule concurrently before each regularly scheduled progress meeting.
 - a. Revise schedule immediately after each meeting or other activity where revisions have been recognized or made. Issue updated schedule concurrently with the report of each such meeting.
 - b. Include a report with updated schedule that indicates every change, including, but not limited to, changes in logic, durations, actual starts and finishes, and activity durations.
 - c. As the Work progresses, indicate Actual Completion percentage for each activity.
 2. Provide an updated Contractor's Construction Schedule as a part of each Application for Payment as specified in Division 1 Section 01290 "Payment Procedures".
- B. Distribution: Distribute copies of approved schedule to Architect, Construction Manager, Owner, separate contractors, testing and inspecting agencies, and other parties identified by Contractor or Construction Manager with a need-to-know schedule responsibility.
1. Post copies in Project meeting rooms and temporary field offices.
 2. When revisions are made, distribute updated schedules to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in performance of fabrication and construction activities.

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END OF SECTION 01320

SECTION 01330 – SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other miscellaneous submittals required by Contract Documents.

- 1. Action Submittals.
- 2. Informational Submittals.

- B. Related Sections include the following:

- 1. Division 1 Section 01290 "Payment Procedures" for submitting Schedule of Values and Applications for Payment.
- 2. Division 1 Section 01310 "Project Management and Coordination" for Project and submittal coordination including Project Wide Electronic Data Base and submitting Coordination Drawings.
- 3. Division 1 Section 01320 "Construction Progress Documentation" for submitting schedules and reports, including Contractor's Construction Schedule and the Submittals Schedule.
- 4. Division 1 Section 01400 "Quality Requirements" for submitting test and inspection reports, Delegated-Design Submittals, and for erecting mockups.
- 5. Division 1 Section 01600 "Product Requirements" for submitting product list and substitution requests.
- 6. Division 1 Section 01770 "Closeout Procedures" for submitting warranties, project record documents, and operation and maintenance manuals.
- 7. Applicable submittal requirements specified in other Sections of Contract Specifications.

1.3 DEFINITIONS

- A. Action Submittals: Written and graphic information that requires Architect's and Construction Manager's responsive action. Action submittals are all requested submittals unless identified to be "Informational Submittals", Article 2.2 of this Section, or otherwise directed to "submit for information".
- B. Informational Submittals: Written information that does not require Architect's and Construction Manager's responsive action. Information Submittals may be rejected or related work considered non-conforming for not complying with requirements.

1.4 SUBMITTAL PROCEDURES

- A. General: Electronic copies of CAD Drawings of the Contract Drawings that exist at time of bid proposal submission will be furnished by Architect for Contractor's applicable use in preparing submittals. These copies are for the purpose of conveying Contract documentation in addition to print copy on paper.

- 1. Each contractor's use of electronically transmitted Contract Documents shall not relieve Contractor's responsibility to complete shop drawing submittals required in a timely manner.

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- B. Coordination: Coordinate preparation and processing of submittals with performance of fabrication and construction activities.
1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that requires sequential activity.
 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.
 - a. Architect and Construction Manager reserve the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
 - b. Refer also to Division 1 Section 01310 "Project Management and Coordination".
- C. Submittals Schedule: Comply with requirements in Division 1 Section 01320 "Construction Progress Documentation" for list of submittals and time requirements for scheduled performance of related demolition, fabrication, and construction activities.
- D. Processing Time: Allow enough time for submittal review, including time for re-submittals, as follows. Time for review shall commence on Construction Manager's receipt of submittal.
1. Initial Review: Allow 14 days for initial review of each submittal. Allow additional time if processing must be delayed to permit coordination with subsequent submittals. Construction Manager will advise Contractor when a submittal being processed must be delayed for coordination.
 2. Concurrent Review: Where concurrent review of submittals by Architect's consultants, Owner, or other parties is required, allow 21 days for initial review of each submittal.
 3. If intermediate submittal is necessary, process it in same manner as initial submittal.
 4. Allow 14 days for processing each re-submittal.
 5. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing.
- E. 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 4 by 5 inches (100 by 125 mm) on label or beside title block to record Contractor's review and approval markings and review action taken by Architect and Construction Manager.
 3. Include the following information on label for processing and recording action taken:
 - a. Project name and Contract title and number.
 - b. Date of preparation and, if any, revision date(s).
 - c. Name and address of Architect and Construction Manager.
 - d. Name and address of Contractor.
 - e. Name and address of subcontractor, if applicable.
 - f. Name and address of supplier.
 - g. Name of manufacturer/producer.
 - h. Name of preparer, if other than supplier.
 - i. Unique identifier, drawing title and sheet no(s) including revision number.
 - j. Number and title of appropriate Contract Specification Section.
 - k. Drawing number and detail references, as appropriate.
 - l. Other necessary identification.
- F. Deviations:
1. Highlight, encircle, or otherwise identify deviations from the Contract Documents on submittals.
 2. A deviation shall be defined as a minor variation or modification from the Contract Documents in form, condition, process, dimension, extent, or the like when the deviation is consistent with the design intent and Contract Documents. As judged by the Owner together with Construction

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Manager and Architect, a deviation which requires additional professional services of design, redesign or administration will be considered a “substitution” as defined in Division 1 Section 01600 “Product Requirements”.

3. Notification to Construction Manager and Architect of a deviation shall include a detailed description of the proposed minor variation or modification with specific identification and reference to the submittal item. Deviations without a written description on Contractor's letterhead may not be accepted and shall be sufficient cause for rejection of the deviation and rejection and return of the Submittal without further action by Construction Manager or Architect.
- G. Additional Copies: Unless additional copies are required for final submittal, and unless Architect or Construction Manager observes noncompliance with provisions of the Contract Documents, initial submittal may serve as final submittal.
1. Submit one (1) copy of submittal to concurrent reviewer in addition to specified number of copies to Architect and Construction Manager.
 2. Additional copies submitted for maintenance manuals will be marked with action taken and will be returned.
- H. Transmittal: Package each submittal individually and appropriately for transmittal and handling. Transmit each submittal using transmittal form specified. Architect and Construction Manager will, without review, return submittals received from sources other than Contractor.
1. On an attached separate sheet, prepared on Contractor's letterhead, record relevant information, requests for data, revisions other than those requested by Architect and Construction Manager on previous submittals, and deviations from requirements of the Contract Documents, including minor variations and limitations. Include the same label information as the related submittal.
 2. Include Contractor's certification stating that information submitted complies with requirements of the Contract Documents.
 3. Transmittal Form: Use CSI Form 12.1. A sample form is attached at end of this Section.
- I. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of fabrication and construction activities. Show distribution on transmittal forms.
- J. Use for Fabrication and Construction: Use only final submittals with mark indicating approval action taken by Architect and Construction Manager in connection with fabrication, construction and Contractor's other operations with respect to Contract work.

PART 2 - PRODUCTS

2.1 ACTION SUBMITTALS

- A. General:
1. Prepare and submit Action Submittals required by individual Contract Specification Sections. In addition to specific requirements of a Section, include information identified in this Article for those submittals.
 - a. Number of Copies: Submit seven (7) copies of each submittal, unless otherwise indicated. Architect, through Construction Manager, will return two (2) copies. Mark up and retain one (1) returned copy as a Project Record Document.

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2. Contractor's Construction Schedule and Submittals Schedule: Comply with requirements in Division 1 Section 01320 "Construction Progress Documentation" for Construction Manager's action.
 3. Delegated-Design Submittal: Comply with requirements in Division 1 Section 01400 "Quality Requirements" and Design Data related to Article "Informational Submittals" of this Section.
- B. Product Data: Collect information into a single submittal for each element of fabrication and construction and type of product or equipment.
1. 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.
 2. Mark each copy of each submittal to show which products and options are applicable. Delete information not applicable to Project requirements by strikeout.
 3. Include the following information, as applicable:
 - a. Manufacturer's/Producer's written recommendations.
 - b. Manufacturer's/Product specifications.
 - c. Manufacturer's/Producer's installation instructions.
 - d. Standard color charts including available options.
 - e. Manufacturer's/Producer's catalog cuts.
 - f. Wiring diagrams showing factory-installed wiring.
 - g. Printed performance curves.
 - h. Operational range diagrams.
 - i. Sizes, dimensions and, as applicable, required clearances.
 - j. Mill reports.
 - k. Standard product operating and maintenance manuals.
 - l. Compliance with recognized trade association standards.
 - m. Compliance with recognized testing agency standards.
 - n. Application of testing agency labels and seals.
 - o. Supplemental data to make submittal specifically applicable to the work.
 - p. Notation of coordination requirements.
- C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data.
1. Preparation: Shop drawings shall be prepared by personnel with expertise in detailing the item or system related components and adjacent conditions required for that portion of the Project. Include the following information, as applicable:
 - a. Dimensions.
 - b. Identification of products.
 - c. Fabrication and installation drawings.
 - d. Roughing-in and setting diagrams.
 - e. Wiring diagrams showing coordination with field-installed wiring, including power, signal, and control wiring.
 - f. Shop work manufacturing instructions.
 - g. Templates and patterns.
 - h. Schedules.
 - i. Design calculations.
 - j. Compliance with specified standards.
 - k. Notation of coordination requirements.
 - l. Notation of dimensions established by field measurement.
 2. Wiring Diagrams: Differentiate between manufacturer-installed and field-installed wiring.
 3. Show specific location and extent of work covered in sufficiently large scale and detail to clearly show all components, dimensions, and relationships. Show relation to adjacent or critical features

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- of the Work or materials with adjoining work shown in such detail as required to indicate proper connection thereto.
4. The terms “by others”, “Not In Contract” (NIC), or similar direction shall not be used to identify or otherwise indicate work shown. All work to be performed by others shall be identified by contractor or subcontractor name, discipline, or trade.
 - a. If work shown is “Not In Contract”, identify the contract that will be performing item of work.
 - b. Verify scope of designated work with Construction Manager.
 5. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets of uniform size at least 11 by 17 inches (215 by 280 mm) but no larger than 30 by 40 inches (750 by 1000 mm).
 6. Number of Copies: Submit one (1) correctable, translucent, reproducible print and two (2) blue or black-line print of each submittal. Architect, through Construction Manager, will return the reproducible print.
- D. Coordination Drawings: Comply with requirements in Division 1 Section 01310 "Project Management and Coordination".
- E. Samples: Prepare physical units of materials or products, including the following:
1. Mock-ups: Comply with requirements in Division 1 Section 01400 "Quality Requirements".
 2. Samples for Initial Selection: Submit samples, together with manufacturer's color charts if requested, consisting of units or sections of units showing the full range of colors, textures, and patterns available.
 3. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from the same material to be used for the Work, cured and finished in manner specified, and physically identical with the product proposed for use, and that show full range of color and texture variations and functional characteristics expected. Samples include, but are not limited to, the following:
 - a. Partial sections of manufactured or fabricated components;
 - b. small cuts or containers of materials;
 - c. complete units of repetitively used materials;
 - d. color range sets showing color, texture, and pattern; and
 - e. components used for independent testing and inspection.
 4. Preparation: Mount, display, or package Samples in manner specified to facilitate review of qualities indicated. Prepare Samples to match Architect's sample where so indicated. Attach label on unexposed side that includes the following:
 - a. Generic description of Sample.
 - b. Product name or name of manufacturer.
 - c. Sample source.
 - d. Reference to related Product Data submittal, as applicable.
 5. Additional Information: On an attached separate sheet with Contractor's letterhead, identify and state the following:
 - a. Size limitations.
 - b. Compliance with codes and recognized standards.
 - c. Availability.
 - d. Delivery time.
 6. Submit Samples as otherwise required by Architect and/or Construction Manager. Submit for review of kind, color, pattern, and texture for a final check of these characteristics with other

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elements and for a comparison of these characteristics between final submittal and actual component as delivered and installed.

- a. If variation in color, pattern, texture, or other characteristic is inherent in the product represented by a Sample, submit at least three (3) sets of paired units that show approximate limits of the variations.
 - b. Refer to individual Contract Specification Sections for requirements for Samples that illustrate workmanship, fabrication techniques, details of assembly, connections, operation, and similar construction characteristics.
7. Number of Samples for Initial Selection: Submit two (2) full sets of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Architect, through Construction Manager, will return one (1) Sample set submittal with options selected. Follow up "Sample for Verification" may be required as specified.
8. Number of Samples for Verification: Submit three (3) sets of Samples. Architect and Construction Manager will retain one (1) Sample set; remainder will be returned. Mark up and retain one (1) returned Sample set as a Project Record Sample.
- a. Unless otherwise specified, a single Sample may be submitted where assembly details, workmanship, fabrication techniques, connections, operation, and other similar characteristics are to be demonstrated. Single sample submittals will be retained at Architect's discretion.
9. Disposition: Maintain sets of approved Samples at Project site, or other location if approved by Construction Manager, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.
- a. Samples that may be incorporated into the Work are indicated in individual Contract Specification Sections. Such Samples must be in an undamaged condition at time of use.
 - b. Samples not incorporated into the Work, or not otherwise designated as Owner's property, are the property of Contractor.
- F. Product Schedule or List: Prepare a written summary indicating types of products required for the Work. Comply with additional provisions in Division 1 Section 01600 "Product Requirements". Include product intended location and the following information in tabular form:
1. Type of product. Include unique identifier for each product.
 2. Identification of area / space or, if building, number and name of space.
 3. Location within area or space.
- G. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Include the following information in tabular form:
1. Name, address, and telephone number of entity performing subcontract or supplying products.
 2. Number and title of related Specification Section(s) or portion of Section covered by subcontract.
 3. Drawing number and detail references, as appropriate, covered by subcontract.
- H. Schedule of Values and Application for Payment: Comply with requirements in Division 1 Section 01290 "Payment Procedures".

2.2 INFORMATIONAL SUBMITTALS

- A. General: Prepare and submit Informational Submittals required by individual Specification Sections. In addition to specific requirements of a Section, include information identified in this Article for those submittals.
1. Number of Copies: Submit at least four (4) copies of each informational submittal, unless otherwise indicated. Architect and Construction Manager will not return copies.
 2. Informational Submittals may include but are not limited to the following:
 - a. Qualification Data.
 - b. Certificates and Certifications.
 - c. Test and Inspection Reports.
 - d. Research / Evaluation Reports.
 - e. Manufacturer/Producer’s Instructions / Field Reports.
 - f. Maintenance Data.
- B. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, names and addresses of architects and owners, and other information specified.
- C. Design Data: Prepare written and graphic information, including, but not limited to, performance and design criteria, list of applicable codes and regulations, and calculations. Include list of assumptions and other performance and design criteria and a summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Include page numbers.
1. For submittals and conditions of Delegated Design, comply also with requirements specified in Section 01400 “Quality Requirements”.
- D. Certificates / Certifications: Submit as applicable to a request for showing compliance with requirements of Contract Documents and Project. Provide a notarized statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity. Include for the following or of like terms specified:
1. Product Certificates: Prepare written statements on manufacturer's letterhead certifying that product complies with requirements.
 2. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements. Submit record of Welding Procedure Specification (WPS) and Procedure Qualification Record (PQR) on AWS forms. Include names of firms and personnel certified.
 3. Installer Certificates: Prepare written statements on manufacturer's letterhead certifying that Installer complies with requirements and, where required, is authorized for this specific Project.
 4. Manufacturer Certificates: Prepare written statements on manufacturer's letterhead certifying that manufacturer complies with requirements. Include evidence of manufacturing experience where required.
 5. Material Certificates: Prepare written statements on manufacturer's letterhead certifying that material complies with requirements.
 6. Certificate of Supply: As specified in Division 1 Section 01400 “Quality Requirements”.
 7. Insurance Certificates and Bonds: Prepare written information indicating current status of insurance or bonding coverage. Include name of entity covered by insurance or bond, limits of coverage, amounts of deductibles, if any, and term of the coverage.
- E. Test and Inspection Reports: Submit as applicable to a request for showing compliance with requirements of Contract Documents and Project. Comply with additional requirements in Division 1 Section 01400 “Quality Requirements”. Include for the following or of like terms specified:

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1. Material Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements.
 2. Pre-construction Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements.
 3. Compatibility Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion.
 4. Field Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements.
 5. Product Test Reports: Prepare written reports indicating current product produced by manufacturer complies with requirements. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.
- F. Research/Evaluation Reports: Prepare written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project. Include the following information:
1. Name of evaluation organization.
 2. Date of evaluation.
 3. Time period when report is in effect.
 4. Product and manufacturers'/producers' names.
 5. Description of product.
 6. Test procedures and results.
 7. Limitations of use.
- G. Manufacturer's/Producer's Instructions: Prepare written or published information that documents manufacturer's recommendations, guidelines, and procedures for installing or operating a product or equipment. Include name of product and name, address, and telephone number of manufacturer. Include the following, as applicable:
1. Preparation of substrates.
 2. Required substrate tolerances.
 3. Sequence of installation or erection.
 4. Required installation tolerances.
 5. Required adjustments.
 6. Recommendations for cleaning and protection.
- H. Manufacturer's/Producer's Field Reports: Prepare written information documenting factory or other authorized service representative's tests and inspections. Include the following, as applicable:
1. Name, address, and telephone number of factory-authorized service representative making report.
 2. Statement on condition of substrates and their acceptability for installation of product.
 3. Statement that products at Project site comply with requirements.
 4. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
 5. Results of operational and other tests and a statement of whether observed performance complies with requirements.
 6. Statement whether conditions, products, and installation will affect warranty.
 7. Other required items indicated in individual Specification Sections.

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- I. Maintenance Data: Prepare written and graphic instructions and procedures for operation and normal maintenance of products and equipment. Comply with requirements in Division 1 Section 01770 "Closeout Procedures".

PART 3 - EXECUTION

3.1 CONTRACTOR'S REVIEW

- A. Contractor shall review each action and informational submittal and check for compliance with the Contract Documents and note any corrections and field dimensions. Mark each action and informational submittal with approval stamp before submitting to Architect and Construction Manager.
 1. Obtain review by Contractor's Professional Engineer, where applicable for delegated design.
- B. Contractor's Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include with stamp Project name, Contract number and location, submittal number, Contract Specification Section title and number, name of reviewer, date of Contractor's approval, and Contractor's certification statement. Certify that submittal has been reviewed, checked, and approved for compliance with the Contract Documents and that any deviations from the Contract Documents have been noted on the material or listed in the transmittal letter.

3.2 ARCHITECT'S AND CONSTRUCTION MANAGER'S ACTION

- A. General: Architect and Construction Manager will not review submittals that do not bear Contractor's approval stamp and will return them without action.
- B. Action Submittals: Architect and Construction Manager will review each submittal, make marks to indicate corrections or modifications required, and return it.
 1. Upon receipt of Submittals from a Contractor, Construction Manager will review the Contractor's Submittals for compliance with Contract Documents, procedures and requirements, coordinate with related work of separate contracts and with the Work of the Project, and will transmit to Architect with appropriate action.
 2. After Construction Manager's review of Contractor Submittals, a stamp will be affixed to each submittal with initial or signatures of reviewer(s), date of review, and indicating requirements as follows:
 - a. "RECOMMENDED FOR APPROVAL" means that the Construction Manager has reviewed the submittal for compliance with the Contract Documents and for coordination with Project requirements, and transmits the Contractor's submittal for Architect's review, approval, or other appropriate action.
 - b. "NOT RECOMMENDED" means that submittal does not comply with the Contract Documents; cannot be forwarded to the Architect; that fabrication, manufacture, or construction shall not proceed; and that the submittal is returned to the Contractor. Contractor shall resubmit pursuant to all requirements of the Contract Documents and additionally in compliance with the Construction Manager's annotations, if any.
 3. Architect will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action taken, as follows:
 - a. "APPROVED", "NO EXCEPTION TAKEN", or other similar statement means approved for construction, fabrication or manufacture, subject to the provision that the work shall be

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- in accordance with the requirements of the Contract. Final acceptance of the Work shall be contingent upon such compliance.
- b. “NOT APPROVED”, “REJECTED”, “DISAPPROVED”, or other similar statement means that major deviations from the requirements of the Contract exist in the submittal. Any work based on such submittal shall not be constructed, fabricated, or manufactured. Contractor shall revise the Submittal in compliance with Architect's annotations and pursuant to all requirements of the Contract and shall resubmit.
 - c. "APPROVED AS NOTED", "MAKE CORRECTIONS NOTED", or other similar statement means; unless otherwise noted on the Shop Drawings, Product Data, Samples, or letter of return transmittal; that the submittal is approved for construction, fabrication or manufacture, subject to the provision that the work shall be carried out in compliance with all annotations and corrections indicated and in accordance with the requirements of the Contract. Revise and Resubmit showing required revisions. Final acceptance of the Work shall be contingent upon such compliance.
 - d. If “APPROVED” AS NOTED", "MAKE CORRECTIONS NOTED", or other similar action statement also marked “REVISE AND RESUBMIT", approval as noted is valid, and a corrected submittal is required for record.
4. Review of submittals may include engineering calculations but only to the extent deemed by Architect as necessary to ascertain that competent personnel have prepared Contractor's calculations. Engineering calculations performed by Architect and furnished to Contractor may be representative of many similar conditions and should not be construed by Contractor as applying to one detail or one condition only. Architect will not be responsible for the accuracy or the completeness of Contractor's engineering calculations.
- C. Informational Submittals: Architect and Construction Manager will review each submittal and will not return it, or will reject and return it if it does not comply with requirements. Architect and Construction Manager will forward each submittal to appropriate party.
 - D. Submittals not required by the Contract Documents will not be reviewed and may be discarded.

3.3 STANDARD FORMS

1. Submittal Transmittal, CSI Form 12.1A, 9/1996.
2. Subcontractors and Major Material Suppliers List, CSI Form 1.5A, 7/1994.

END OF SECTION 01330

SECTION 01400 - QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for quality assurance and quality control. These include the following requirements:
1. Delegated design responsibilities.
 2. Qualification criteria of Project entities.
 3. Mock-ups.
 4. Testing and Inspecting:
 - a. Testing and inspecting services are required by Contractor as applicable to Contract work and will be used by Architect, Owner, and governing authorities to verify compliance with requirements specified or indicated in addition to testing and inspection services engaged by Owner. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.
 - b. Specific quality-control requirements for individual construction activities are specified in the Sections that specify those activities. Requirements in those Sections may also cover production of standard products. See also Part 3 Article "Item Testing and Inspection Requirements, General" in this Section.
 - c. Specified tests, inspections, and related actions do not limit Contractor's quality-control procedures that facilitate compliance with the Contract Document requirements.
- B. Requirements for Contractor to provide quality-assurance and quality-control services required by Architect, Owner, Construction Manager, or authorities having jurisdiction are not limited by provisions of this Section.
- C. Related Sections include the following:
1. Division 1 Section 01320 "Construction Progress Documentation" for developing a schedule of required tests and inspections.
 2. Division 1 Section 01420 "References and Definitions".
 3. Division 1 Section 01731 "Cutting and Patching" for repair and restoration of construction disturbed by testing and inspection activities.
 4. See other Project Manual documents and Sections for delegated design, additional qualification and quality assurance criteria, mock-ups, source and field quality control provisions, and other test and inspection requirements related to specified item or system.

1.3 DEFINITIONS

- A. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and ensure that proposed materials, fabrication, and construction complies with requirements. As specified or otherwise additionally required by governing

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authority for “Controlled Inspection” or other inspection activity, a Contractor’s Testing Agency / Professional Engineer shall perform these required inspection services.

- B. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that completed fabrication and construction complies with requirements. A “testing agency” shall typically perform these services. Quality Control services do not include Contract enforcement activities performed by Architect or Construction Manager.
- C. Testing Agency: A qualified firm as an independent entity engaged as a testing agency or testing laboratory to perform specific inspections or tests or a combination of both for some portion(s) of the work, either at the Project Site or elsewhere, and to report, and (if required) interpret results of those inspections or tests.
 - 1. Specification references to Testing Agency shall include the services of a Professional Engineer, Specialist, or Specialty Engineering firm as applicable to the specified or required services.
 - 2. Testing laboratory shall mean the same as testing agency.
- D. Mockups: Full-size, physical example assemblies to illustrate finishes and materials. Mockups are used to verify selections made under Sample submittals, to demonstrate aesthetic effects and, where indicated, qualities of materials and execution, and to review fabrication, construction, coordination, testing, or operation. Mock-ups are not Samples. Mockups establish a constructed standard by which the Work will be judged.

1.4 DELEGATED DESIGN

- A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents or are required due to contractor’s election of optional or substitute material / system, Contractor shall furnish these services to provide products and systems complying with specific performance and design criteria indicated.
 - 1. Furnish scope of services, engineering development, and other requirements as may be additionally indicated in related technical specification section(s). Contractor shall retain, or cause to be retained, qualified Professional Engineering service(s) with registration in the State of New York for the applicable portions of Work as specified.
 - 2. Contractor's Professional Engineer shall review the material proposed by Contractor, related to the portions of Work requiring Contractor's engineer development, for conformance with the Contract Documents and for compliance with Contractor's Professional Engineer's own engineering “design” criteria.
 - a. If criteria indicated by Contract Documents are not sufficient to perform services or certification required, submit a written request to Architect for additional information.
 - 3. Contractor's Professional Engineer shall witness all tests used to verify any aspect of Contractor's engineering, design, and development.
 - 4. Contractor's Professional Engineer shall make periodic visits to places of supply, manufacture, assembly, and erection to the extent required to provide reasonable assurance that construction and fabrication conforms to the design requirements of both Contract Documents and delegated design responsibility.

1.5 REGULATORY REQUIREMENTS

- A. As applicable and respective to item or system of work, engineering standards, delegated design, and controlled inspections shall comply with requirements of the following in addition to Contract Documents:

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1. “Building Code of the City of New York”, New York City Department of Small Business Services (DSBS).
2. New York City Department of Buildings / Bureau of Electrical Control. Include obtaining and completing application for permit to perform electrical work and inspection (Form BEC 16A) by licensed electrician.
3. Consolidated Edison for electrical services.
4. New York City Department of Environmental Protection (DEP) for city water services.
5. New York State and/or New York City Department of Transportation as applicable to registrations and street permits.

1.6 SUBMITTALS

- A. General: Refer to and comply with Division 1 Section 01330 “Submittal Procedures”, for procedures and additional submittal criteria.
- B. Qualification Data: Submit for the following entities to demonstrate their capabilities and experience to extent, as a minimum, as specified in Article "Quality Assurance" herein. Include proof of qualifications in the form of a recent report related to the inspection of the testing agency by a recognized authority and/or a resume indicating relevant work experience.
 1. Contractor’s testing agencies.
 2. Contractor’s Professional Engineer(s) for quality assurance services, controlled inspections, and other designated services.
 3. Contractor’s Professional Engineer(s) for delegated design services.
 4. Contractor’s fabricator for item / unit of work.
- C. Delegated-Design Submittals: In addition to Shop Drawings, Product Data, and other required submittals, submit a statement, signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional, indicating that the products and systems are in compliance with performance and design criteria indicated. Include list of codes, loads, and other factors used in performing these services.
- D. Permits, Licenses, and Certificates: For information and Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.
 1. Certain NYC – DSBS, NYC DOB, and DEP sample certificate and work closeout forms are attached at the end of this Section. Forms as appropriate for contractor’s work shall be completely filled out and signed and sealed by Contractor’s responsible person(s) as indicated.
- E. Mock-up Submittals: Specific submittals shall be as specified in Section(s) that requires a mock-up as part of the work of that Section or of multiple Sections if a composite construction.
- F. Testing and Inspection Submittals:
 1. Schedule of Tests and Inspections: Prepare in tabular form and include the following:
 - a. Specification Section number and title.
 - b. Description of test and inspection.
 - c. Entity responsible for performing tests and inspections.
 - d. Identification of applicable standards.
 - e. Identification of test and inspection methods.
 - f. Number of tests and inspections required and performed.
 - g. Time schedule or time span for tests and inspections.

- h. Requirements for obtaining samples.
 - i. Unique characteristics of each quality-control service.
2. Reports of Tests and Inspection:
- a. Prepare and submit certified written reports that include the following in addition to specified test requirements for specific item or system tested:
 - 1) Date of issue.
 - 2) Project title and number.
 - 3) Name, address, and telephone number of testing agency.
 - 4) Dates and locations of samples and tests or inspections.
 - 5) Names of individuals making tests and inspections.
 - 6) Description of the Work and test and inspection method.
 - 7) Identification of product and Specification Section.
 - 8) Complete test or inspection data.
 - 9) Test and inspection results and an interpretation of test results.
 - 10) Ambient conditions at time of sample taking and testing and inspecting.
 - 11) Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
 - 12) Name and signature of laboratory inspector, as applicable.
 - 13) Recommendations on retesting and re-inspecting.
 - b. In addition, include use and preparation of related reporting on forms required by governing authority.
 - c. Reports of Off-Site Fabrication Work: Submit prior to shipment.
- G. Submit “Certificate of Supply” certifying from suppliers that materials meet requirements of Contract Documents. Include copies of delivery tickets, receipts, bill of materials, or a combination of these documents as requested by the Construction Manager.

1.7 QUALITY ASSURANCE

- A. Fabricator / Producer Qualifications: A firm experienced in producing products 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. Include proof of qualifications including but not limited to a resume indicating relevant work experience for each type of work with brief description of work performed, location, and with at least two contact persons as past clients.
- B. Authorized Service Representative Qualifications: An authorized representative of manufacturer/producer who is trained and approved by manufacturer/producer to inspect installation of manufacturer's/producer's products that are similar in material, design, and extent to those indicated for this Project.
- C. Installer Qualifications: A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance. Include a resume indicating relevant work experience with brief description of work performed, location, and with at least two (2) contact persons as past clients.
- D. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance.
- E. Contractor's Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located 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 product that is similar to those indicated for this Project in material, design, and extent.

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1. See Article “Delegated Design” herein for related and additional provisions.
- F. Specialists: Certain Sections of the Contract Specifications require that specific construction activities shall be performed by entities or specialty firms who are recognized experts in those operations. Specialists shall satisfy qualification requirements indicated and shall be engaged for the activities indicated.
1. Requirement for specialists shall not supersede building codes and similar regulations governing the Work, nor interfere with local trade-union jurisdictional settlements and similar conventions.
- G. Testing Agency Qualifications: An agency with the experience and capability to conduct testing and inspecting indicated, as documented by ASTM E548, and that specializes in types of tests and inspections to be performed.
1. Include qualifications of personnel to show experience in assigned duties.
- H. Pre-construction Testing: Testing agency shall perform preconstruction testing for compliance with specified requirements for performance and test methods.
1. Contractor’s responsibilities include the following:
 - a. Provide test specimens and assemblies representative of proposed materials and construction. Provide sizes and configurations of assemblies to adequately demonstrate capability of product to comply with performance requirements.
 - b. Submit specimens in a timely manner with sufficient time for testing and analyzing results to prevent delaying the Work.
 - c. Fabricate and install test assemblies using installers who will perform the same tasks for Project.
 - d. When testing is complete, remove assemblies; do not reuse materials on Project.
 2. Testing Agency Responsibilities: Submit a certified written report of each test, inspection, and similar quality-assurance service to Architect, through Construction Manager, with copy to Contractor. Interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from the Contract Documents.
- I. Mockups: Before fabricating or installing portions of the Work requiring mockups, fabricate, and install mockups for each form of assembly, construction, and finish as specified 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 Architect or Construction Manager.
 2. Notify Construction Manager at least seven days in advance of dates and times when mockups will be constructed or fabricated and ready for delivery / installation. Confirm date for mock-up installation.
 3. Demonstrate the proposed range of aesthetic effects and workmanship.
 4. Obtain Architect’s and Construction Manager’s approvals of mockups before starting work, fabrication, or construction.
 5. Maintain mockups during construction in an undisturbed condition as a standard for judging subsequent completed Work.
 6. Remove mockups, including demolition if required, when and as directed, unless otherwise indicated.

1.8 QUALITY CONTROL

- A. Owner's Quality Control Testing and Inspecting: Owner will engage and pay for the services of an independent Testing Agency to perform certain specified testing and inspection during construction.
1. Contractor shall cooperate with Owner's Testing Agency to facilitate the execution of its required services.
 2. Employment of the Testing Agency by Owner shall not relieve Contractor's obligation to perform the Work of the Contract and to provide all other Project required testing and inspection services.
- B. Contractor's Quality Control / Testing and Inspecting Responsibilities: Unless otherwise indicated, provide quality-control services specified, as instituted by Contractor or Contractor's supplier(s) to maintain quality control, as directed by Architect or Construction Manager, or as required by authorities having jurisdiction.
1. Where testing and/or inspecting or other quality control services are indicated to be Contractor's responsibility, engage a qualified testing agency to perform these quality-control services as part of Contract work.
 - a. Contractor shall not employ the same entity engaged by the Owner, Construction Manager, or Architect unless agreed to in writing by the Construction Manager.
 2. Contractor shall submit for approval the names, addresses, and telephone numbers of testing agencies engaged and a description of the types of testing and inspecting they are engaged to perform.
 3. Cost of Contractor's Quality Control services including testing and inspection shall be a part of Contract work.
 4. Costs for Owner's retesting and reinspecting construction that replaces or is necessitated by work that failed to comply with the Contract Documents will be charged to Contractor.
 5. Notify testing agencies and Construction Manager and, if applicable, regulatory agency at least 72 hours in advance of time when Work that requires testing or inspecting will be performed.
 6. Testing and inspecting requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
 7. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.
- C. Manufacturer's / Producer's Field Services: Where indicated, engage an authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing.
- D. Retesting / Re-inspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that revised or replaced Work that failed to comply with requirements established by the Contract Documents.
- E. Contractor's Testing Agency Responsibilities: Cooperate with Architect, Construction Manager, and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.
1. Notify Architect, Construction Manager, and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
 2. Interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from requirements.
 3. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.
 4. Do not release, revoke, alter, or increase requirements of the Contract Documents or approve or accept any portion of the Work.
 5. Do not perform any duties of Contractor.

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6. Communicate freely with the Construction Manager and provide all written reports, analysis, and materials as requested by the Construction Manager.
- F. Associated Services:
1. Cooperate with agencies and personnel performing required tests, inspections, and similar quality-control services.
 2. Contractor, respective to work being tested and/or inspected, shall provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Include the following:
 - a. Access to the Work.
 - b. Incidental labor and facilities necessary to facilitate tests and inspections.
 - c. Adequate quantities of representative samples of materials that require testing and inspecting. Assist agency in obtaining samples.
 - d. Facilities for storage and field-curing of test samples.
 - e. Delivery of samples to testing agencies.
 - f. Preliminary design mix proposed for use for material mixes that require control by testing agency.
 - g. Security and protection for samples and for testing and inspecting equipment at Project site.
- G. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and quality-control services by any Project Contractor or by Owner 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.
- H. Schedule of Tests and Inspections: Prepare and submit a schedule of tests, inspections, and similar quality-control services required by the Contract Documents together with Construction Schedule as specified in Division 1 Section 01320 “Construction Progress Documentation”. Include with prepared scheduling the quality-control services of both Owner and Contractor.
1. Prepare schedule in tabular form and with information as specified in Article “Submittals” herein.
 2. Distribution: Distribute schedule to Architect, Construction Manager, testing agencies, and each party involved in performance of portions of the Work where tests and inspections are required.
- I. Duties of Owner’s Testing Agency:
1. Testing agency will notify Architect, Construction Manager, and Contractor promptly of irregularities and deficiencies observed in the Work during performance of its services.
 2. Testing agency will submit a certified written report of each test, inspection, and similar quality-control service to Architect, through Construction Manager, with copy to Contractor and to authorities having jurisdiction.
 3. Testing agency will submit a final report of tests and inspections at Substantial Completion, which includes a list of unresolved deficiencies.
 4. Testing agency will interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from the Contract Documents.
 5. Testing agency will retest and re-inspect corrected work.

PART 2 - PRODUCTS

(Not Used)

PART 3 - EXECUTION

3.1 ITEM TESTING AND INSPECTION REQUIREMENTS, GENERAL

- A. Additional Reference: See Contract Specification Sections for conditions or items of work with specific and related testing and inspecting requirements. Testing and inspecting, including requirements of authorities having jurisdiction, are not limited to the work or requirements listed in this Article.
- B. Cast-In-Place Concrete Work:
 - 1. Concrete work shall conform to all requirements of the specifications and referenced standards. Concrete testing and inspections shall be in compliance with the following Section(s) as a minimum:
 - a. Division 3 Section 03300 “Cast-in-Place Concrete”
 - 2. Owner will engage a testing agency / laboratory that will conduct all indicated tests at the laboratory and with the services of a Professional Engineer will perform quality control, quality assurance, and controlled inspection services related to concrete work in the field.
 - a. The Owner’s Testing Agency / Professional Engineer, as directed by Owner, will assign one qualified concrete technician to be stationed at the mixing plant and, as required during delivery and placement of concrete, one or more qualified concrete technician(s) at the job site.
 - b. The concrete Mixing Plant technician will certify, as applicable, each load of concrete as being in accordance with the Specifications and ASTM C94, Ready-Mix Concrete. The Owner’s Testing Agency / Professional Engineer will not accept concrete at the site unless certification is presented with each load of concrete.
 - c. The Testing Agency / Professional Engineer will make arrangements for the requirements of concrete work as specified and required.
 - 3. Contractor shall select and engage an Architect approved testing agency / laboratory that shall conduct all indicated tests at the laboratory and with the services of a Professional Engineer shall perform quality assurance and control services related to concrete work as specified and including:
 - a. Concrete material / ingredient testing.
 - b. Concrete design mixes of each type and for each condition of use.

3.2 REPAIR AND PROTECTION

- A. General: Upon completion of testing, inspecting, sample taking, and similar services, Contractor responsible for item tested shall repair damaged construction and restore disturbed substrates, equipment components, and finishes as applicable.
 - 1. Provide materials and comply with installation requirements specified in other Sections of Contract Specifications. Restore patched areas and extend restoration into adjoining areas or item conditions in a manner that eliminates evidence of patching.
 - 2. Comply with the Contract Document requirements for Division 1 Section 01731 "Cutting and Patching”.
- B. Protect construction exposed by or for quality-control service activities.
- C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

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3.3 STANDARD FORMS

1. NYC DSBS: WFU-1 – Work Notice / Permit Application
2. NYC DSBS: Work Notice / Permit
3. NYC DSBS: Technical Reports.

END OF SECTION 01400

SECTION 01420 – REFERENCES AND DEFINITIONS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes procedural and administrative definitions, explanations, and requirements for compliance with Contract Documents, governing regulations, and codes and standards that may be imposed upon the Work.

1. The provisions of this Section include the following:

- a. Definitions.
- b. Standards and References.
- c. Abbreviations for Industry Standards.

2. Terms not defined in this Section shall have the meanings as set forth in the Conditions of Contract and as may be otherwise defined in other Sections of the Contract Documents for specific reference to details of work.

- B. Related Sections include the following:

1. Division 1 Section 01330 “Submittal Procedures” with definitions related to submittals.
2. Division 1 Section 01400 “Quality Requirements” with related definitions.
3. Division 1 Section 01600 “Product Requirements” with definitions related to specifying products, substitutions, and warranties.

1.3 DEFINITIONS

- A. General Explanation: A substantial amount of specification language constitutes definitions for terms found in other portions of the Contract Documents, including Drawings and other documents. Definitions and explanations of this Section are not necessarily either complete or exclusive, but are general for the Work to extent not stated more explicitly in another provision of Contract Documents. Basic Contract definitions are included in the Conditions of the Contract.

- B. The following are definitions of terms as may be used:

1. "Approved": The term "approved," when used to convey 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.
2. "Concealed": Usually referenced to item or work below, within, or behind various construction elements, such as in unit fabrications, trenches, crawl spaces, chases, and like conditions, and which is not exposed to view. May further include an item of work protected from but subject to outdoor ambient temperatures.
3. "Contractor's Engineer": Contractor's engaged licensed professional engineer for purposes of qualification to perform work or services (such as delegated design).

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4. “Contractor's Professional Engineer”: See “Contractor’s Engineer”
5. "Deliver", also "delivery", "delivered", or words of like import: These shall be understood to mean the transport to Project Site.
6. "Directed": Terms such as "directed," "requested," "authorized," "selected," "approved," "required," "designated", and "permitted" mean directed by Architect, requested by Architect, and similar phrases. The direction, requirement, or designation of the Architect is intended unless otherwise expressly stated.
7. Experienced”: The term "experienced," when used with an entity, means having successfully completed a minimum of five previous projects similar in size and scope to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.
 - a. Using a term such as "carpentry" does not imply that certain construction activities must be performed by accredited or unionized individuals of a corresponding generic name, such as "carpenter”. It also does not imply that requirements specified apply exclusively to trades people of the corresponding generic name.
8. "Exposed": Open to view (including items behind louvers, grilles, registers, and the like) as opposed to concealed.
9. "Furnish": The term "furnish" means to supply and deliver with related accessories to Project site, ready for unloading, unpacking, assembly, installation, and similar operations.
10. 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 and no limitation of location is intended except as may be specifically noted by numbered/lettered identification.
11. "Install": The term "install" describes operations at Project site including unloading, temporarily storing, unpacking, assembling, rigging, hoisting, erecting, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations and as may be related to items or materials furnished.
12. "Installer": An installer is the Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, and similar operations. Installer shall be experienced in the operation the entity is engaged to perform.
13. "Product": Refers to materials, systems, and equipment to be provided for the Work of this Project. See also Section 01600.
14. "Project site" is the space available for performing construction activities. The extent of Project site is shown on Drawings and may or may not be identical with the description of the land on which Project is to be built.
15. "Provide": As used in technical specifications and in reference to product, system, work, operation, or like construction; the term "provide" means to furnish and install, complete in place and ready for the intended use.
16. "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.
17. "Required": See "directed".
18. "Shown": see "indicated".
19. "Supply": To furnish.
20. "Testing Agency": A qualified firm as an independent entity engaged to perform specific inspections, tests, or a combination on inspection and testing for some portion(s) of the work, either at the Project Site or elsewhere, and to report, and (if required) interpret results of those inspections or tests.
21. "Testing Laboratory(ies)": See “Testing Agency”.
22. "Unit Price": An amount stated as a price per unit of measurement for materials or services as described in the Contract Documents.

1.4 INDUSTRY STANDARDS AND REFERENCES

- A. Applicability of Standards: Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.
 - 1. As applicable, delete references to measurement and payment and substitute “Engineer”, “Building Official”, or other like reference as they may appear in certain Standards with “Architect”.
- B. Publication Dates: Comply with standards in effect as of date of the Contract Documents, unless otherwise indicated.
- C. Conflicting Requirements: If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement as approved by Architect. Refer uncertainties and requirements that are different, but apparently equal, to Architect for a decision before proceeding.
 - 1. 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. Refer uncertainties to Architect for a decision before proceeding.
- D. Copies of Standards: Each entity engaged in construction on Project must be familiar with industry standards applicable to its construction activity. Copies of applicable standards are not bound with the Contract Documents.
 - 1. Where copies of standards are needed to perform a required construction activity, obtain copies directly from publication source and make them available on request.
- E. Abbreviations and Names: Abbreviations and acronyms are frequently used in Specifications and other Contract Documents to represent the name of a trade association, standards-developing organization, authorities having jurisdiction, or other entity in the context of referencing a standard or publication. The following abbreviations and acronyms, as referenced in the Contract Documents, mean the associated names. Names and addresses are subject to change and are believed, but are not assured, to be accurate and up-to-date as of the date of the Contract Documents.

AAMA	American Architectural Manufacturers Association	
AAN	American Association of Nurserymen	
AASHTO	American Association of State Highway and Transportation Officials www.aashto.org	(202) 624-5800
ACI	American Concrete Institute/ACI International www.aci-int.org	(248) 848-3700
AGA	American Gas Association	
AGC	Association of General Contractors of America	

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AI	Asphalt Institute www.asphaltinstitute.org	(606) 288-4960
AIA	American Institute of Architects (The) www.aiaonline.org	(202) 626-7300
AISC	American Institute of Steel Construction, Inc. www.aisc.org	(800) 644-2400 (312) 670-2400
AISI	American Iron and Steel Institute www.steel.org	(202) 452-7100
ANSI	American National Standards Institute www.ansi.org	(212) 642-4900
APA	Architectural Precast Association www.archprecast.org	(941) 454-6989
API	American Petroleum Institute www.api.org	(202) 682-8000
APWA	American Public Works Association	
ASC	Adhesive and Sealant Council www.ascouncil.org	(202) 452-1500
ASTM	American Society for Testing and Materials www.astm.org	(610) 832-9585
AWPA	American Wood-Preservers Association	
AWPI	American Wood-Preservers Institute	
AWS	American Welding Society www.aws.org	(800) 443-9353 (305) 443-9353
BIA	Brick Institute of America	
CLFM	Chain Link Fence Manufacturers Institute www.chainlinkinfo.com (under construction)	(301) 596-2584
CRSI	Concrete Reinforcing Steel Institute www.crsi.org	(847) 517-1200
CSI	Construction Specifications Institute www.csinet.org	(800) 689-2900
ETL	Electrical Testing Laboratories, Inc.	(607) 753-6711
IESNA	Illuminating Engineering Society of North America	(212) 248-5000
IEEE	Institute of Electrical and Electronic Engineers	(212) 705-7920
ISS	Iron and Steel Society www.issource.org	(412) 776-1535

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MIA	Masonry Institute of America www.masonryinstitute.org	(213) 388-0472
NAAMM	National Association of Architectural Metal Manufacturers	
NACE	National Association of Corrosion Engineers	
NAPA	National Asphalt Pavement Association	(888) 468-6499 (301) 731-4748
NCMA	National Concrete Masonry Association www.ncma.org	(703) 713-1900
NEC	National Electric Code (Now NFPA)	
NECA	National Electrical Contractors Association	
NEMA	National Electrical Manufacturers Association www.nema.org	(703) 841-3200
NFPA	National Fire Protection Association	(617) 770-3000
NRMCA	National Ready Mixed Concrete Association www.nrmca.org	(301) 587-1400
NSA	National Stone Association www.aggregates.org	(800) 342-1415 (202) 342-1100
PCA	Portland Cement Association	
PCI	Precast/Prestressed Concrete Institute www.pci.org	(312) 786-0300
PIMA	Photographic & Imaging Manufacturers Association (Formerly: NAPM - National Association of Photographic Manufacturers) www.pima.net	(914) 698-7603
PPFA	Plastic Pipe and Fittings Association	(888) 314-6774 (630) 858-6540
SJI	Steel Joist Institute	
SMACNA	Sheet Metal and Air-Conditioning Contractors' National Association	
SSINA	Specialty Steel Industry of North America www.ssina.com	(800) 982-0355 (202) 342-8630
SSPC	Society for Protective Coatings (fka Steel Structures Painting Council) www.sspc.org	(877) 281-7772 (412) 281-2331
UL	Underwriters Laboratories Inc. www.ul.com	(800) 704-4050 (847) 272-8800
WWPI	Western Wood Preservers Institute www.pinstitute.org	(360) 693-9958

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- F. Abbreviations and Acronyms for Federal Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Names, telephone numbers, and Web site addresses are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.

CE or ACOE	U.S. Army Corps of Engineers CRD Standards www.usace.army.mil	(601) 634-2355
CPSC	Consumer Product Safety Commission	
CS	Commercial Standard (of NBS)	(202) 377-2000
DEC	New York State Department of Environmental Conservation	(718) 482-4900
DOD	U.S. Department of Defense www.defenselink.mil	(703) 428-0711
EPA	Environmental Protection Agency www.epa.gov	(202) 260-2090
FS	Federal Specifications	(202) 619-8925
MIL	Military Specifications Dodssp.daps.mil	(215) 697-6257
NBS	National Bureau of Standards	
NYSDOT	New York State Department of Transportation www.dot.state.ny.us	(518) 457-6195
OSHA	Occupational Safety & Health Administration (See CFR 29) www.osha.gov	(202) 219-5000
PS	Product Standard of NBS	(202) 783-3238

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION 01420

SECTION 01500 - TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes requirements for temporary facilities and controls, including temporary utilities, support facilities, security, and protection facilities.

- 1. Temporary utilities include, but are not limited to, the following:

- a. Water service and distribution.
- b. Sanitary facilities, including toilets, wash facilities, and drinking-water facilities.
- c. Electric power service and distribution.

- 2. Support facilities include, but are not limited to, the following:

- a. Sidewalk Sheds (Bridging)
- b. Temporary vehicle wash down area(s).
- c. Dewatering facilities and drains.
- d. Waste disposal management and facilities.
- e. Contractor's optional Field Office(s) with related equipment and furniture.
- f. Site Security/Flag Persons as required at Construction Entrances and for other adjacent off-site activities.
- g. Furnishing, installation and maintenance of a temporary traffic light system for Owner's continued operation of parking lot facility.
- h. Construction aids and miscellaneous services and facilities.

- 3. Security and protection facilities include, but are not limited to, the following:

- a. Environmental protection.
- b. Security enclosures and lockup.
- c. Maintenance, protection, and/or repair of fencing, access gates, etc. as required for site security.
- d. Barricades; temporary warning, traffic control, and safety signs; and related lights.
- e. Temporary traffic control signal system.
- f. Fire protection.

- B. Related Sections include the following:

- 1. Division 1 Section 01140 "Work Restrictions" for staging area location identification as applicable.
- 2. Division 1 Section 01564 "Temporary Fences and Gates" for provisions related to temporary fences and gates.
- 3. Division 1 Section 01700 "Execution Requirements" for provisions related to existing conditions, existing utilities and services, progress cleaning, and additional waste disposal requirements.
- 4. Division 1 Section 01731 "Cutting and Patching".

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5. Division 2 Section 02221 “Building Demolition” for additional environmental requirements and work related controls.

1.3 USE CHARGES

A. General:

1. Cost or use charges for temporary services and facilities shall be included in the Contract Sum as part of Contract work unless otherwise specified. They are not reimbursable by Owner or chargeable to Construction Manager.
2. Contractor shall coordinate and allow other entities to use temporary services and facilities without cost, including, but not limited to, the following:
 - a. Owner's construction and maintenance forces.
 - b. Construction Manager.
 - c. Architect.
 - d. Testing agencies.
 - e. Personnel of authorities having jurisdiction.

B. Water Service: Contractor shall pay water service use charges for water used, whether metered or otherwise.

C. Electric Power Service: Contractor shall pay electric power service use charges for electricity used, whether metered or otherwise.

D. Telephone Service: Contractor shall pay and shall be responsible for its own telephone service installation costs and use charges.

E. Sanitary Service: Contractor shall pay and shall be responsible for sanitary sewer service connection and use charges.

1.4 SUBMITTALS

A. General: Refer to and comply with Division 1 Section 01330 “Submittal Procedures”, for procedures and additional submittal criteria.

B. Coordination Plans / Layout Drawings: Pier 40 – Walkway Replacement (C4995) shall coordinate, prepare, and submit the following:

1. Field Office Facilities: Submit for each unit to be installed on-site to show locations, sizes, components to be added, and other features to confirm specified requirements. Relate to Product Data for Owner’s office unit(s).
2. Staging Area Layout(s): Submit for approval of Construction Manager to show staging area for Contractor’s use of site. Show locations of existing temporary fencing, related existing entrance gate(s), and other barriers enclosing staging area for security together with location of proposed facilities within area.
3. Sidewalk Shed Layout(s): Submit for approval of Construction Manager to show location and detailing of sidewalk shed / bridging. Show locations of all posts, beams, bracing, decking, catchers, lighting, electrical conduits, service, grounding, etc.
4. Waste Management Plan: Develop a waste management plan for Work performed on Project. Indicate types of waste materials Project will produce and estimate quantities of each type. Provide detailed information for on-site waste storage and separation of recyclable materials. Submit for approval of Construction Manager.

- a. Comply with requirements in Part 3 Article “Support Facilities Installation” herein.

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- b. Provide information on destination of each type of waste materials and means to be used to dispose of all waste materials.
- 5. Construction Aid Layouts: Submit for approval to show locations of work on or immediately adjacent to Hudson River, for conditions where construction aids may interfere with public or impact public safety, or for other special conditions as directed by Construction Manager. Submit details, descriptions, and location layouts of shoring, scaffolds, working platforms, ramps, curbs, netting, cranes, and other needed equipment or aids for performing work and for disposal of debris.
 - a. Coordinate with additional provisions for work plan submittals that may be specified in Sections of Division 2 – 16 of the Project Manual.
- 6. Temporary Utility Work Plan and Layouts:
 - a. Utility Implementation and Termination Schedule: Within 14 days of date established for submittal of Contractor's Construction Schedule, submit a schedule indicating implementation and termination of each temporary utility.
 - b. Submit required installation sketches, calculations, etc. as required for construction of temporary utilities.
- 7. Traffic Control Plan and Traffic Control System for the Ramp
 - a. Barrier, fence, signage, pavement markings plans for each stage of the ramp repair work
 - b. Temporary traffic light system, inclusive of power supply and distribution, portable lights, cables, motors, controllers, etc.

1.5 QUALITY ASSURANCE

- A. Standards and References:
 - 1. Comply with ANSI A10.6, NECA's "Temporary Electrical Facilities," and NFPA 241.
 - 2. Electric Service: Comply with NECA, NEMA, NFPA 70, and UL standards and regulations for temporary electric service.
- B. Trade Jurisdictions: Assigned responsibilities for installation and operation of temporary utilities are not intended to interfere with trade regulations and union jurisdictions.
- C. Tests and Inspections: Arrange for authorities having jurisdiction to, as applicable, test and inspect each installed temporary facility, service, and utility before use. Obtain required certifications and permits.
- D. Project Conditions of Use: The following conditions apply to use of temporary services and facilities by all parties engaged in the Work:
 - 1. Maintain temporary services and facilities clean and neat.
 - 2. Relocate temporary services and facilities as required by progress of the Work.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. General: Provide new materials. Undamaged, previously used materials in serviceable condition may be used if approved by the Construction Manager. Provide materials suitable for use intended.

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- B. Water: Potable.
- C. Protection Materials for Temporary Conditions:
 - 1. Curb, Walkway and Street Surface Protection: Provide to suit condition and as specified for Protection Measures in Article “Security and Protection Facilities Installation” of this Section.
 - 2. Existing Construction Protection: Provide to suit condition and as specified for Protective Measures in Article “Security and Protection Facilities Installation” of this Section.
 - 3. Erosion and Sediment Control, Temporary: As specified in Division 1 and Division 2 Sections related to required use of controls.
- D. Freestanding Rigid Railing System: Provide freestanding galvanized metal rigid fence systems, made up of interlocking stand-alone units, similar to “French Barricades” utilized by the New York City Police Department for site protection of sequenced work operations.
- E. Fencing and Wooden Construction Barrier Materials: Comply with Part 3 Article “Security and Protection Facilities Installation” and Division 1 Section 01564 "Temporary Fences and Gates" for requirements:

2.2 EQUIPMENT AND FACILITIES

- A. General:
 - 1. Provide equipment and facilities suitable for use intended.
 - 2. Provide incombustible construction for offices, shops, and sheds located within construction area or within 30 feet (9 m) of building lines. Comply with NFPA 241.
 - 3. Location(s) on site shall be approved by Construction Manager. Space on site is limited and Construction Manager may need to determine allocation of available areas.
- B. Contractor’s Field Offices: At Contractor’s option, provide on-site Prefabricated Mobile Unit(s) or arrange other suitable nearby facility. Office shall be of suitable size for Contractor’s Project management activities for duration of Contract. Provide with lockable entrances, operable windows, and serviceable finishes; insulated and weather tight; heated and air-conditioned; electrical outlets to suit requirements of occupancy; and with private toilet facilities.
 - 1. Provide in Contractor’s Field Office at least one (1) project dedicated computer for each management personnel and support staff person. Computers shall have compatibility with Owner’s, PM/DC, and Construction Manager’s equipment and software as approved by Construction Manager.
 - 2. Provide furnishings and file storage sufficient to suit function and requirements of Project and personnel serving the Project.
 - 3. Mobile units shall be on foundations adequate for normal loading. Foundations for facilities shall have full height plywood skirting at each side of the structure to prevent the build up of debris, ice and snow beneath the unit(s).
 - 4. Contractor shall make all arrangements their own field office in regard to hook-up of water, sewer, electrical, telephone, and/or all other utility services. All mobilization and demobilization of Office Unit(s) including where necessary the use of cranes, rigging, or other equipment shall be at no additional cost to the Owner.
 - 5. Remove Contractor’s temporary office facility(ies) at Contract completion and at a time acceptable to Construction Manager. After removal, restore related services, utilities and site areas.
- C. Fire Extinguishers: Hand carried, portable, UL rated. Provide class and extinguishing agent as indicated or a combination of extinguishers of NFPA-recommended classes for exposures.
 - 1. Comply with NFPA 10 and NFPA 241 for classification, extinguishing agent, and size required by location and class of fire exposure.

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- D. Sidewalk Sheds (Bridging)
1. The deck portion of the sidewalk shed shall consist of planking at least 2 inches thick, closely laid, and made watertight.
 2. Steel or other metal materials having equivalent strength and suitability may be used in lieu of wood to construct sidewalk sheds.
- E. Drinking Water: Supply fresh water from bottled water fixture units or equal source for persons engaged with Contract work. Include paper cup supply.
1. Where power is accessible, provide electric water coolers to maintain dispensed water temperature at 45 to 55 deg F (7.2 to 12.7 deg C).
- F. Power Supply / Distribution:
1. Arrange source of supply for temporary electrical service as needed to execute Contract work and work of Project. Include providing transformers, overload-protected disconnecting means, automatic ground-fault interrupters, and main distribution switchgear as applicable.
 - a. Power Distribution System Circuits: Where permitted and overhead and exposed for surveillance, wiring circuits, not exceeding 125-V ac, 20-A rating, and lighting circuits may be nonmetallic sheathed cable.
 - b. Electrical Outlets: Properly configured, NEMA-polarized outlets to prevent insertion of 110- to 120-V plugs into higher-voltage outlets; equipped with ground-fault circuit interrupters, reset button, and pilot light.
 2. Electric Power, Additional: If temporary power is not available at location or is not of sufficient capacity for work of Contract, Contractor shall provide or arrange its sub-contractors to provide its own power (i.e. generator) until such time as approved source of temporary electric power is available. Include all associated standby trades for own additional power operations.
 3. Contractor shall provide its own plug-in electric power cords and extension cords, supplementary plug-in task lighting, and related power supply accessories necessary for Contractor's own activities.
 4. Replacement and reinstallation of all relocated, removed interior and mezzanine lights, conduits, hangers, etc. in the way of the required structural work. After the structural work is completed, the Contractor will install and wire temporary construction lights with 150W bulbs in place of the removed ones, to be left in place at the conclusion of the contract, making sure that the wiring is restored so as not to affect the lighting in the other parts of the existing Pier 40 facility. The temporary construction lights shall be Bergen YFW-100 or approved equal, and be compatible with a 277V electrical service.
- G. Construction Aids: Contractor shall provide and maintain all construction aids and equipment such as scaffolds, ladders, and similar items required for own use and to facilitate execution of on-site Work.
- H. Ramp Traffic Light System: Contractor shall install, program, operate, maintain, and service the traffic light system for Pier 40 vehicular ramp during construction. The system will facilitate a safe two way vehicular traffic on the ramp during construction. Contractor shall provide means to charge the traffic light batteries as needed (eg. generator, etc.) to maintain 24/7 uninterrupted traffic signal operation. Contractor shall move or relocate traffic signals as needed during the different phases of work.
1. Small Battery Powered Portable Traffic Signal System - as manufactured by O.M.J.C. Signal, Inc., 403 Chestnut St., Waterloo, IA 50703-3824, 1-800-776-5999, www.omjcsignal.com; or approved equal.
 - a. Provide the following:

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- 1) (1 ea) PUJR-WZ - pair of standard Pop JR with MicroForce traffic controller, 2 x 55 AHr batteries, standard battery charger, no detection, no solar.
- 2) (1 ea) PUJR-WZ-A - as above, except with yellow and green arrow lenses for the mid-point intersection. Sold as a single unit.
- 3) (3 ea) TC26B-PU - video detector with all brackets, cables and connectors to mount to a Pop-Up or Pop-JR

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

- A. Locate facilities and services where they will serve on-site Project work adequately and result in minimum interference with performance of the Work. Coordinate with Construction Manager's Site logistics Plan and approved Staging Layout. Relocate and modify facilities as required.
- B. Provide each facility ready for use when needed to avoid delay. Maintain and modify as required. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

3.2 TEMPORARY UTILITY INSTALLATION

- A. General: Engage appropriate local utility company to install and, when necessary, disconnect temporary service or, at approved locations, connect to existing service. Where utility company provides only part of the service, provide the remainder with matching, compatible materials and equipment. Comply with utility company recommendations.
 1. Arrange with utility company, Construction Manager, and existing users for time when service can be interrupted, if necessary, to make connections for temporary services.
 2. Provide adequate capacity at each stage of construction. Before temporary utility is available, provide trucked-in services.
 3. Obtain easements to bring temporary utilities to Project site where Owner's existing easements cannot be used for that purpose.
- B. Water Service: Use of Owner's existing water service facilities where and if available will be permitted, as long as facilities are cleaned and maintained in a condition acceptable to Owner.
 1. Contractor shall furnish, provide, and pay for water used for temporary service as specified herein and in other Contract Documents; shall make all arrangements for such water from an approved source or with the agency having jurisdiction; and shall provide special metering, piping, and backflow prevention device(s) if required.
 - a. Provide and maintain a temporary water system of size and capacity as required to supply the construction needs of all Subcontractors and other contractors for the Project Work.
 - b. Provide and pay for all connections, disconnections, and permits.
 - c. Remove all temporary water lines and related appurtenances when directed by the Construction Manager or when such lines are no longer required.
 - d. At Substantial Completion for each part of the Work, restore these facilities to condition existing before initial use.
 2. Provide, from established source of supply, rubber hoses and other related distribution accessories as necessary to serve own temporary on-site requirements of work.
 3. Prevent water damage to Work.

C. Electric Power Service:

1. It should be anticipated that electrical power service for construction purposes may not be available at all times and/or on portions of the site for all construction operations and Contractor's work forces shall provide their own additional temporary power generation for tools and equipment as needed for their own construction operations.
 - a. If other temporary power is used (i.e. generator), include all associated standby trades for operation inclusive of any required environmental or other use permits by agencies of jurisdiction..
2. From approved source of electrical supply when installed, activated, and made available for construction purposes Contractor shall provide weatherproof, grounded, electric power service and distribution system of sufficient size, capacity, and power characteristics during construction period. Include meters, transformers, main distribution switchgear, overload-protected disconnecting means and automatic ground-fault interrupters.
 - a. Install temporary electric power service to comply with NFPA 70 and other applicable standards.
 - b. Install power distribution wiring overhead where least exposed to damage.
 - c. Connect temporary service to existing power source, as directed by electric company representatives and as approved by Construction Manager. .
 - d. Provide and maintain a electric power service of size and capacity as required to supply the construction needs of all Subcontractors for the Project Work.

3.3 SUPPORT FACILITIES INSTALLATION

A. General:

1. Locate field offices, sanitary facilities, and other temporary construction and support facilities at location(s) approved by Construction Manager.
2. Maintain support facilities until work is completed. Remove when no longer required or as directed by Construction Manager and before Substantial Completion.

B. Traffic Controls: Contractor shall provide temporary traffic controls at all construction entrances including those which junction walkways and public roads. Include warning signs for public pedestrian, bicycle, roller blade, and vehicular traffic and "STOP" signs for entrance onto walkways and all public roads. Comply with additional requirements of authorities having jurisdiction.

C. Waste Disposal Facilities:

1. Provide waste-collection containers in sizes adequate to handle waste from construction operations of Contract work. Include the following:
 - a. If required by authorities having jurisdiction, provide separate disposal container(s)/dumpster(s), clearly labeled, for each type of waste material to be disposed.
 - b. Develop a waste management plan for Work performed on Project as specified in Part 1 Article "Submittals" herein.
 - c. Locate container(s)/dumpster(s) on-site at location approved by Construction Manager. Direct removal and replacement of container(s)/dumpster(s) as filled.
 - d. Furnish garbage cans throughout the site for deposit and secure containment of miscellaneous debris and rubbish. Empty into on-site container(s) as required to avoid accumulation.

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2. Containerize and clearly label hazardous, dangerous, or unsanitary waste materials separately from other waste.
 3. Comply with Division 1 Section 01700 “Execution Requirements” for progress cleaning requirements and additional waste disposal requirements.
- D. Site Security: After Contract execution and at time of initial operations on site, Contractor shall engage and initiate the following services:
1. Flag Persons: Engage site security / flag person(s) stationed at each construction entrance/gate to the work site as required for the performance of the work. Employ to monitor all pedestrian and vehicular egress on to and off of the job site and to prevent un-authorized access. Site security / flag persons shall be on-site as necessary during working hours and at all times when Contractor’s own forces or any other Project related contractor are making deliveries to the job site.
- E. Storage and Fabrication Sheds: Provide sheds sized, furnished, and equipped to accommodate materials and equipment involved to be used for Project construction activities, including temporary utility services. Sheds may be open shelters or fully enclosed spaces within a building or elsewhere on-site as approved by Construction Manager.
- F. First Aid: Contractor shall have available on- at least one (1) First Aid Kit kept properly stocked with appropriate first aid supplies at all times. Provide kit similar to ZEE Medical or equivalent. Advise personnel working on-site of availability.

3.4 SECURITY AND PROTECTION FACILITIES INSTALLATION

- A. Environmental Protection: Provide protection, operate temporary facilities, and conduct work in ways and by methods that comply with environmental regulations and that minimize possible air and subsoil contamination or pollution or other undesirable effects.
1. Avoid using tools and equipment that produce harmful noise.
 2. Restrict use of noisemaking tools and equipment to hours that will minimize complaints from persons or firms near Project site.
- B. Security Enclosures and Lockups: Maintain, protect, and/or repair existing steel grid perimeter fencing system, access gates, etc. for enclosing the athletic field area, and at other locations as indicated to prevent unauthorized access, vandalism, theft, and other violations of security and to protect the public.
1. Maintain and/or perform repairs, reinstallations, or replacements as required to effect protection and security of site. Provide Contract work related modifications of existing steel grid perimeter fencing systems and gates as required for duration of Contract or until otherwise directed by Construction Manager.
 2. Provide fittings, bracing, supports, brackets, anchors, accessories, hardware, and supplementary parts required to complete work of this Section as approved by the Construction Manager.
 3. Include cutting, fitting, drilling, tapping, and other preparation work of this Section to accommodate work specified with other Sections and preparation of concrete, granite, or other materials as required for attaching and installing fencing components and systems.
- C. Signage, at Temporary Construction Fence and Gates: Include as a minimum signs stating: “No Trespassing”, “Authorized Personnel Only”, “Hard Hat Area”, “Hard Hats Required”. Any other signs shall be approved by Construction Manager or shall be removed.
- D. Barricades, Falling Debris Protection, Warning Signs/Lights:
1. General:

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- a. Comply with standards and code requirements for erecting structurally adequate barricades, falling debris protection, and other personnel/public protection structures to suit hazard condition. Paint with appropriate colors, graphics, and provide warning signs to inform personnel and public of possible hazard. Where appropriate and needed, provide battery operated warning lights, including flashing red or amber lights.
 - b. For safety barriers, sidewalk bridges, covered walkways, and similar uses, provide minimum 5/8-inch- (16-mm-) thick exterior plywood. Use suitably sized planking at horizontal conditions where falling debris may be a hazard.
 - c. Install and maintain in manner that does not damage or deface exposed finishes.
2. Freestanding Rigid Railing System: Provide freestanding galvanized metal rigid fence systems, to support sequenced work operations. Each area of removal and/or reinstallation work shall be completely enclosed by freestanding railing systems per the direction of the Construction Manager.
 3. Provide barricades, falling debris protection, warning signs/lights, and the like with respect to its work area or hazard condition.
- E. Protective Measures and Preservation of Property from Damage: Existing on-site structures, adjacent property, utility and other facilities; and adjacent trees and plants shall be protected from injury or damage.
1. No material or equipment is to be stored on the sidewalk bridge.
 2. Protect existing to remain curbs, sidewalks, and paving systems at locations with crossing “construction” traffic:
 - a. Use materials suitable for details of installation and that protect surface finishes and resist imposed loads as approved by Construction Manager.
 - b. Imposed loads to be considered shall include impact and concentrated combined live and dead loads of fully burdened vehicle to be used.
- F. Sidewalk Sheds (Bridging):
1. Furnish and install and file a permit for new sidewalk bridge work prior to the commencement of any work.
 2. The members of the sidewalk shed shall be adequately braced and connected to prevent displacement of distortion of the frame work. Where posts supporting the shed deck are placed beyond the curb, such posts shall be protected against displacement by vehicles.
 3. Where deemed necessary by the City of New York Dept. of Buildings / DSBS (“NYC DOB”), the deck shall cover the entire width of the pier deck and/or walkway area.
 4. The outer side and ends of the deck of the shed shall be provided with a substantial enclosure at least 3 feet 6 inches high. Such enclosure may be vertical or inclined outward at approximately 45 degrees, and shall consist of boards laid close together and secured to braced uprights, or galvanized wire screen not less than No. 16 steel wire gauge with a 1/2" inch mesh, of corrugated metal, or of solid plywood. Temporary removal of portions of the enclosure shall be permitted for handling materials.
 5. Protect the full width of the shed extending upward at an angle of 45 degrees from the ends of the deck.
 6. The passageway shall be wide enough to accommodate pedestrian traffic normal for that location without causing congestion, but in no case shall the width be less than 8 feet. The passageway shall have a minimum clear ceiling height of 10 feet.
 7. Unless the top deck of the sidewalk bridge is built solidly against the face of the structure in such a manner that no materials can fall onto the sidewalk, the side of the shed toward the structure shall be solidly sealed with wood or other suitable material for the full height of the shed.
- G. Temporary Fire Protection: Take actions and install and maintain temporary fire-protection facilities of types needed to protect against reasonably predictable and controllable fire losses as applicable to area of construction. Comply with NFPA 241.

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1. Develop and supervise an overall fire-prevention and first-aid fire-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.
2. Fire Extinguisher Units: Provide fire extinguishers, installed with mounting brackets on walls or other secure vertical surface, visible and accessible from space being served, and with sign mounted above.
 - a. Field Offices: Class A stored-pressure water-type extinguishers.
 - b. Other Locations: Class ABC dry-chemical extinguishers or a combination of extinguishers of NFPA-recommended classes for exposures.
 - c. Locate fire extinguishers on construction site where convenient and effective for their intended purpose.
3. Store combustible materials in containers in fire-safe locations.
4. Maintain unobstructed access to fire extinguishers, fire hydrants, temporary fire-protection facilities, and other access routes for firefighting. Prohibit smoking in hazardous fire-exposure areas.
5. Supervise welding operations, combustion-type temporary heating units, and similar sources of fire ignition.
6. Coordinate daily shutdown of fire hose connection with the Construction Manager and the Owner's operations staff.

3.5 OPERATION, TERMINATION, AND REMOVAL

- A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.
- B. Maintenance: Maintain facilities in good operating condition until removal. Protect from damage caused by freezing temperatures and similar elements.
 1. Maintain and remove debris at site areas of operation. Clean on a daily basis while on-site.
 2. Secure and be responsible for own tools, materials, and equipment.
 3. Prevent water-filled piping from freezing. Maintain markers for underground lines. Protect from damage during excavation operations.
- C. Termination and Removal: Materials and facilities that constitute temporary facilities are the property of respective installing contractor.
 1. Remove each temporary facility when need for its service has ended, but no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.
 2. Repair or replace street paving, curbs, and sidewalks at temporary entrances, as required by authorities having jurisdiction.
 3. At Substantial Completion, clean and renovate permanent facilities used during construction period. Comply with final cleaning requirements in Division 1 Section 01770 "Closeout Procedures".

END OF SECTION 01500

SECTION 02221 – BUILDING DEMOLITION

PART 1 - GENERAL

1.1 RELATED DOCUMENT

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Work of this Section includes all labor, materials, equipment, and services necessary to completely demolish and remove indicated building structures and related elements as shown on the Contract Drawings and/or specified herein, including but not necessarily limited to the following in work phases and sequences specified:
 - 1. Removal for salvage of existing items at Pier 40 including transportation, protection, and placing salvaged material in Owner's storage or other location indicated. Include the following:
 - a. 8'-0" high chain link fence
 - 2. Demolition of the existing Pier 40 walkway as documented on the contract drawings. Before beginning demolition operations, verify shut-off, capping and/or removal of utility services to the building as specified in another Contract Section. Demolition includes complete removal of the existing buildings, not limited to the following:
 - a. Debris, loose materials, and freestanding equipment that are non-asbestos containing materials and that can be disposed of as non-hazardous waste shall be removed from asbestos abatement work areas before commencing abatement work.
 - b. Asbestos containing materials (ACM). Asbestos abatement shall be as specified elsewhere in another Section that also include identification and outline description of abatement materials in each building.
 - c. Existing metal walkway decking.
 - 3. Contractor shall be responsible for all engineering work necessary for the complete demolition and removals of the Pier 40 building as specified in the Contract Documents. Contractor shall engage the services of a professional engineer (Contractor's Engineer) for the inspection of the existing Pier 40 building and substructure and for the structural design of all structural work associated with the demolition operations.
 - 4. Legal disposal off site of all removed items and demolished construction materials, garbage, cuttings, and miscellaneous materials. Dispose of removed items and material not otherwise indicated to be salvaged and delivered to Owner.
 - 5. Other work as and where indicated by Contract Documents.
- B. Related Sections include the following:
 - 1. Division 1 Section 01500 "Temporary Facilities and Controls" for temporary construction, protection facilities, and environmental-protection measures for building demolition operations.

1.3 DEFINITIONS

- A. Abatement: Procedures to control or decrease fiber release from asbestos-containing building materials or insulation material that contains asbestos. This includes removal, enclosure, and encapsulation.
- B. Asbestos-Containing Material (ACM): Any material or product that contains more than one (1) percent asbestos.
- C. Existing to Remain: Existing items of construction that are not to be removed and that are not otherwise indicated to be removed, removed and salvaged, or recycled.
- D. Remove, removal, and like terms: Detach items from existing construction and legally dispose of them off-site unless indicated to be removed and salvaged or recycled.
- E. Remove and Salvage: Detach items from existing construction and deliver them to Owner. Protect and store items indicated for removal and salvage and transport to a location as approved by Construction Manager.
- F. Structures: Includes footings, foundations, retaining walls, slabs, curbs, utility and electrical appurtenances, or other man-made stationary features constructed above or below the ground surface.

1.4 REGULATORY AND SAFETY REQUIREMENTS

- A. Contractor, including Contractor’s employees and subcontractors shall become familiar with and obey all governing regulations, including fire, traffic, environmental, and security regulations. All personnel employed on the Project shall keep within the limits of the work (and avenues of ingress and egress), and shall not enter other areas unless required to do so, and authorization is obtained for such entry. Contractor's equipment shall be conspicuously marked for identification. Contractor needs to include a site safety plan illustrating the location of newly installed sidewalk shed and public egress routes. Contractor is responsible for verifying and coordinating all utility disconnects and shut downs with the construction manager and HRPT M/O department. This plan needs to note locations of stand pipe, fire hydrants, and NYFD access.
- B. Comply with safety, protection, and pollution controls of regulatory agencies or authorities having jurisdiction at Project location including federal, state, and local hauling and disposal regulations. In addition to the requirements of the Contract, safety requirements shall conform to ANSI A10.6 "Demolition Operations - Safety Requirements" and ANSI A10.11 “Safety Nets Used During Construction, Repair, and Demolition Operations”.
 - 1. Comply with governing EPA notification regulations before beginning demolition.
- C. Additional References:
 - 1. New York City Building Code.
 - 2. OSHA.
 - 3. New York State Departments of Environmental Conservation.
 - 4. Environmental Protection Agency (EPA).
 - 5. Department of the Army – U.S. Army Corps of Engineers.

1.5 SUBMITTALS

- A. General: Refer to and comply with Division 1 Section 01330 “Submittal Procedures”, for procedures and other submittal criteria.

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- B. Qualifications: Submit for firms and persons specified in Article “Quality Assurance” to demonstrate their capabilities and experience. Include lists of completed projects with project names and addresses, and other information specified.
- C. Work Plans and Schedules:
1. Procedures and Operations: Submit drawing(s) and written schedule prior to start of any removal or demolition work to show coordination and conditions with respect to each site area and condition of the work. Contractor shall not proceed with demolition and removal work until the Architect and/or Construction Manager have given approval of the following submittals:
 - a. Demolition and Protection Plan: Submit work plans to indicate areas of building demolition and removal related to locations and details of proposed protections and controls and with descriptions of the various equipment types and construction aids to be used for work and disposal of debris. Coordinate with submittal requirements of Division 1 Section 01500 “Temporary Facilities and Controls”.
 - 1) Include structural load limitations for existing structures and evaluations of existing conditions that may affect demolition operations prepared by Contractor’s Engineer. Submit with Engineer’s signature and seal.
 - 2) Show the location and protection of existing structures and utilities that are to remain including piping and conduits. This plan shall include a written description supported by sketches, drawings, and specific materials and equipment to be used for protection and maintenance of protection.
 - 3) Submit dust control plan covering all building demolition and removal work.
 - 4) Submit planned methods and sequences for controlled building demolition, including schedules indicating proposed sequence of operations for selective demolition.
 - 5) Submit a method of control and recovery in the event items or material fall into the Hudson River.
 - 6) Plan should also include protective fencing layout and means of public egress. It shall also include the location of debris chute, and traffic patterns illustrating the path of removal. A flag man must be present at all times to protect the public from construction vehicle traffic.
 - 7) Identify options if proposed measures for any conditions listed are later determined by Construction Manager to be inadequate.
 2. Schedule of Salvaged Material: Submit inventory list of items and material salvaged and placed in Owner’s storage or other approved location.
 - a. Record material type, size, and classification of physical and visual characteristics.
 - b. Indicate applied preparation and protection.
 - c. Indicate disposition as placed in Owner’s storage including storage location and tagging identification.
 3. Proposed Environmental-Protection, Dust-Control and Noise-Control Measures: Submit statement or drawing that indicates the protection measures proposed for use, proposed locations, and proposed time frame for their operation. Identify options if proposed measures are later determined by Construction Manager to be inadequate.
- D. Data Submitted for Information and Reference:
1. Copies of permits necessary to transport materials for disposal off site.
 2. Location of legal disposal sites for waste materials of this Project with permits and documentation of legal status for type of disposal material.

E. Quality Control Submittals:

1. Statement of Refrigerant Recovery: Submit certification, signed by refrigerant recovery technician responsible for recovering refrigerant, stating that all refrigerant that was present on this Project was recovered and that recovery was performed according to EPA regulations. Include name and address of technician, Project identification, and date refrigerant was recovered.

1.6 QUALITY ASSURANCE

A. Qualifications:

1. For Demolition Work: Work of this Section shall be by an experienced firm that has specialized in building demolition work similar in conditions, material, and extent to that indicated for this Project. The firm or firms performing building demolition work for this Project shall at a minimum be able to demonstrate experience with building / structure demolition work, as evidenced through participation in at least five similar building demolition projects in New York City of size and complexity comparable to this Project. Include identification of projects with start and completion dates and dollar values.
 - a. Demolition and removal work shall be performed by competent workmen experienced in this kind of work, and shall be carried through to completion with due regard to the safety of the public, the Owner, the Construction Manager, the Architect, any visitors, and the employees of the Contractor and subcontractors, and with as little nuisance as possible.
 - b. All members of the Project team including all subcontractors shall have a minimum of 5 years of previous experience in heavy building demolition and construction environment.
2. For Contractor's Engineer: A licensed professional engineer who is legally qualified to practice in the State of New York and who is experienced in providing engineering services of the kind indicated.
3. For Refrigerant Recovery Technician: Certified by EPA-approved certification program.

B. Pre-Construction/Demolition Conference: Together with Construction Manager, conduct conference to comply with requirements in Division 1 Section 01310 "Project Management and Coordination". Review methods and procedures related to building demolition including, but not limited to, the following:

1. Review demolition logistics plan and job safety plan.
2. Inspect and discuss condition of existing structure to be demolished.
3. Review structural load limitations of existing structures including evaluations prepared by Contractor's Engineer.
4. Review and finalize building demolition schedule and verify availability of demolition personnel, equipment, and facilities needed to make progress and avoid delay Review and finalize protection requirements. Including plans of protecting public and property.
5. Discuss coordination with buildings maintenance and operations department.
6. Discuss coordination of all utility disconnects and shut downs.

C. Construction Monitoring of Demolition Operations: During Contractor's operations, the Architect and/or Construction Manager may be present at the site to observe and monitor Contractor's demolition operations and shall be permitted free and unrestricted access to the site and work.

D. Damage or loss, whether by reasons of fire, theft, or other casualty, or any other occurrence to the various items required to be demolished or salvaged, shall be at the risk of the Contractor from and after the date of the Contract, and no such damage or loss shall relieve the Contractor from any obligation under the Contract to complete all demolition, removal, and salvage work as specified herein.

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- E. Damage to Existing Work Not to be Removed: Existing items that are not to be removed shall not be disturbed or damaged in any way except where specifically required by the Contract in order to accomplish the removals. If any such disturbance or damage occurs to the existing work, which is to remain, or which is to be salvaged and/or relocated, the Contractor shall promptly repair the damage and restore or replace the damaged items at no additional cost to the Owner.

1.7 PROJECT / SITE CONDITIONS

- A. Existing Buildings:
 - 1. Contractor shall assess actual dimensions, conditions, and materials for demolition and disposal.
 - 2. Contractor shall assume all responsibility for conditions existing on-site and for Contractor's use of Pier 40 superstructure and pier substructure during the work. A Contractor's Engineer shall be engaged to evaluate conditions prior to start of demolition operations (See Part 3 Article "Examinations" herein).
- B. Existing Utilities and Services: Contract work related to the disposition of utility services to the buildings indicated for demolition shall be as specified in Division 2 Section 02231 "Site Clearing and Disposition of Utilities". Verify that utilities to be removed or abandoned and/or that service buildings to be demolished have been disconnected and capped as approved before proceeding with building demolition Work.
 - 1. Reference and comply with additional provisions in Division 1 Section 01700 "Execution Requirements" and other Division 1 Sections as applicable for additional and related provisions. Review all available information and make an independent interpretation of existing utility and service conditions that may affect Contract Work.
- C. Traffic: Minimize interference with adjoining park areas roads, streets, walks, bikeways, and other adjacent occupied or used facilities during site-clearing operations. Contractor is responsible to provide the necessary personnel and flag men to direct all construction traffic that affects public safety. Comply with other specified restrictions and additional provisions in Division 1 Section 01140 "Work Restrictions".
 - 1. Obtain and pay for all necessary permits required for the maintenance and protection of traffic as required by the New York City Department of Transportation (NYCDOT).
 - 2. Provide alternate routes around closed or obstructed traffic ways if required by authorities having jurisdiction.
 - 3. Any work which will obstruct public areas, roads, bikeways, and other adjacent properties need to be approved by the construction manager and owner.
- D. Hazardous or Contaminated Materials:
 - 1. Hazardous materials are present at the Pier 40 Building. Reports on the presence of hazardous materials titled "Pier 40 Asbestos and Lead Paint Inspection Report", prepared by AKRF, Inc., have been made available and are part of the Contract Documents. Contractor shall examine these reports to become aware of locations where hazardous materials are present.
 - a. Do not disturb hazardous materials or items suspected of containing hazardous materials except under procedures specified elsewhere in the Contract Documents.
 - 2. If other materials are suspected of containing hazardous or contaminated materials are encountered, do not disturb. Immediately notify the Construction Manager. Comply with Environmental Health and Safety Plan (HASP) and related requirements in Division 1 Section 01310 "Project Management and Coordination".

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- E. Materials Ownership:
 - 1. General: Except for materials indicated to be salvaged, indicated for reuse on Project, or otherwise indicated to remain Owner’s property, all demolished and removed materials shall become property of Contractor and shall be removed from the site in a legal manner.
 - 2. Historic: Historic items, relics and similar objects including, but not limited to, cornerstones and their contents, commemorative plaques and tablets, antiques, and other items of historic interest or value to Owner that may be encountered during demolition or other operation remain Owner’s property.
 - a. Coordinate with Construction Manager who will advise or arrange establishment of any special procedures for removal and salvage.
 - b. As directed, Contractor shall carefully remove and salvage each item or object of historic interest/value in a manner to prevent damage and shall deliver promptly to Owner.
- F. Sale or storage of removed items or materials on-site is not permitted.

1.8 SEQUENCING AND SCHEDULING

- A. Perform building demolition work in phased sequence as specified in Division 1 Section 01100 “Summary” and other Sections of Project Manual.
- B. Remove non-asbestos containing debris and other loose materials that can be disposed of as non-hazardous waste from asbestos abatement work areas before commencing abatement work.
- C. Obtain acceptable clearance of air monitoring results and required governmental approvals before proceeding with remaining building demolition after abatement.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Storage Materials for Salvaged Items:
 - 1. Furnish wood pallets of standard type and size for handling salvaged items such as light posts, clocks, speakers, lights, cleats and other loose items of like kind collected together.
 - 2. Tagging Materials: Inventory identifications tagging shall be material including ink writing resistant to long-term weather exposure.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine existing conditions and correlate with requirements indicated to determine the extent of site preparation, demolition, removals, and other related work required.
- B. Contractor shall engage a licensed professional engineer (Contractor’s Engineer) to perform an engineering survey of condition of building and pier substructure to determine whether removing any element might result in structural deficiency or unplanned collapse of any portion of structure or adjacent structures during building demolition operations. Submit signed and sealed evaluations and

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corresponding computations. For additional and related provisions, refer to delegated design responsibilities in Division 1 Section 01400 “Quality Requirements”.

- C. Verify items to be salvaged by Contractor for placement in Owner’s storage and verify location of Owner’s storage location before relocation. Inventory and record the condition of items to be removed and salvaged.
- D. Verify that hazardous materials have been completely remediated and acceptable monitoring results have been obtained before proceeding with building demolition.

3.2 PREPARATION

- A. Contractor shall furnish all services, labor, equipment, and materials required to perform demolition and removal work of this Section and to prepare related Pier 40 site areas for subsequent Contract work. Accept actual conditions existing and as found at site.
- B. Existing Utilities and Services: See Division 2 Section 02231 “Site Clearing and Disposition of Utilities” with provisions for locating, identifying, disconnecting, and sealing or capping any utilities serving Pier 40 Building to be demolished.
- C. Refrigerant Removal: Prior to demolition of building structures, examine all equipment for presence of refrigerant products and remove, store, and dispose of refrigerant according to 40 CFR 82, EPA, and other regulations of authorities having jurisdiction.
- D. Temporary Shoring: Provide and maintain interior and exterior shoring, bracing, or structural support to preserve stability and prevent unexpected movement or collapse of structures being demolished.
 - 1. Strengthen or add new supports when required during progress of demolition.
- E. Protection: Protective measures shall include temporary construction in addition to protection provisions specified in Division 1 Section 01500 “Temporary Facilities and Controls”.
 - 1. Existing Items to Remain: Protect existing structures, elements, and conditions indicated to remain against damage and soiling during work operations that may cause damage.
 - a. Protect adjacent existing bulkheads and pier structures from damage.
 - b. Protect existing drainage systems from intrusion of debris and clogging.
 - c. Protect and provide temporary support as required for existing sprinkler system piping,
 - d. Protect and provide temporary support as required for existing gas lines. Protect and provide temporary support as required for electrical conduits in 2nd deck ceiling and elsewhere;
 - e. Protect adjacent surfaces and finishes including existing fences.
 - f. Protect other existing structures, copings, and edgings in areas adjacent to the pier demolition locations, as well as, any equipment, piping, conduits, etc. in the work area as well as in the adjoining areas, and leave the same in a safe and satisfactory condition as approved by the Architect and/or Construction Manager.
 - 2. Contractor shall take actions and provide temporary installations necessary, subject to concurrence of Construction Manager, to allow the progress of the Work to continue and to make the work accessible to construction equipment and working persons.
 - 3. Use suitable methods to limit spread of dust and dirt. Comply with governing environmental protection regulations. Do not use water when it may damage adjacent construction or create hazardous or objectionable conditions, such as ice, flooding, and/or pollution.
 - 4. Take precautions to guard against movement, settlement, or collapse of any adjacent conditions, sidewalks or street passages, adjoining property, and adjacent structures. Provide temporary

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- shoring, bracing, or supports as necessary. Be liable for any such movement, settlement, or collapse. If such damage does accidentally occur, safeguard the public and repair promptly.
5. Protection of Persons:
 - a. Provide temporary facilities including barricades and fencing to prevent entry to demolition areas by unauthorized persons. Access to demolition areas shall be prevented by temporary facilities such that the facilities cannot be circumvented or thwarted.
 - b. The necessary temporary closures, guardrails, barricades, and other devices shall be provided so as to adequately protect workmen and employees, visitors, public, and others from possible injury.
 6. Dust and Debris Control:
 - a. Contractor shall be responsible for controlling any and all dust, debris, sedimentation, and for any other conditions required by the work permits granted by the regulatory agencies having jurisdiction. Submit proposed spill, dust, debris and sedimentation control methods and procedures to Architect for review and acceptance prior to use.
 - b. The discarding of any material into the waterway is prohibited. No harbor drift is allowed. Appropriate measures shall be taken to prevent harbor drift including:
 - 1) Providing adequate protection to carefully preclude any possibility of materials being dropped from a pier or bulkhead into the water.
 7. Noise Control: Comply with governing regulations pertaining to noise levels during demolition procedures.

3.3 REMOVALS FOR SALVAGE

- A. Perform removals for salvage and salvage work in a systematic manner.
- B. Salvage Materials and Items: Remove materials or items that are indicated by Contract Documents to be removed for salvage and that are to remain the property of Owner.
- C. Procedures used are to be developed and optimized during removal and are dependant upon conditions encountered and results achieved. General procedures are indicated below for materials to be salvaged.
 1. Clean salvaged items of dirt and demolition debris.
 2. Evaluate materials for quality characteristics and inventory each unit and material or item type as they are prepared for storage.
 3. Group like materials and material sizes together.
 4. Items cracked, broken, severely chipped, or otherwise considered damaged for future re-use shall be set aside for evaluation confirmation by the Construction Manager or Owner. If confirmed unsuitable for future use, these units shall also be discarded. Rejected and discarded materials shall be disposed of off-site.
 5. Store items in a secure area until delivery to Owner or to other designated location.
 6. Protect and transport items to Owner's designated storage area.
 7. Tag each large unit or palletized grouping of material with identification related to inventory listing.
 8. Salvaged items shall be transported to secured storage location as soon after removal as possible. Store in a neat and organized manner as approved by Construction Manager and to allow for correct load distributions.
 9. Submit specified "Schedule or Salvaged Material" on a weekly basis during progress of work for information and as completion of record.

3.4 DEMOLITION AND REMOVAL OPERATIONS

A. General

1. Comply with regulatory requirements and Owner’s additional restrictions for operations and use of facilities and equipment as specified in this Section and Division 1 Section 01500 “Temporary Facilities and Controls”.
 - a. Relate to and arrange demolition work together with asbestos abatement requirements.
2. If flame-cutting torches or other cutting methods are used during demolition operations, comply with requirements for environmental protection and safety of personnel and public. Include removal of lead containing paint to extent required by operations that disturb the coating.
 - a. Do not use cutting torches until work area is cleared of flammable materials.
 - b. Maintain adequate ventilation when using cutting torches.
 - c. Contractor is responsible for providing sufficient man power to ensure fire watch at all times.
 - d. Physical fitness and OSHA certifications need to be submitted of all personnel prior to demolition.
3. Equipment, fixtures, and miscellaneous items not designated for salvage, as well as debris which are found on the premises and which has been abandoned by the Owner, shall be removed from the Project site by Contractor.
4. Blasting or explosive demolition will not be permitted.
5. Demolish and remove existing Pier 40 Building and related structures completely to pier deck structural level.
 - a. Proceed with demolition of structural framing members systematically, from higher to lower level. Complete building demolition operations above each floor or tier before disturbing supporting members on the next lower level.
6. Locate building demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
7. Remove debris from elevated portions by chute, hoist, or other device that will convey debris to grade or pier deck transport equipment in a controlled descent without spillage.

B. Remove existing structures completely. All locations and areas of demolition and removals indicated on the Contract Drawings and/or specified herein are approximate only and are not guaranteed to represent all conditions of the structures. Contractor shall be responsible to verify all actual field conditions. Variations from conditions indicated shall in no case constitute a claim for additional compensation.

C. If demolition debris falls into the water, the debris shall not be allowed to accumulate and shall be removed immediately. In addition, conditions that allowed this occurrence shall be corrected immediately.

D. All demolition material and equipment, items, etc for removal shall be deposited directly transporting/conveying equipment for removal and final deposit at a legal depository. Burning of removed materials shall not be permitted on the Project site.

E. Contractor shall be responsible for the legal removal of all demolished materials and debris resulting from the work to locations outside the site property, which meet the requirements of all applicable laws and codes of regulatory agencies having jurisdiction over the work.

3.5 REPAIRS / RESTORATIONS

- A. General: Promptly repair damage to adjacent construction caused by work operations.
 - 1. Any damage caused to the structures, equipment, piping, conduits, and any other items that are to remain, shall be replaced or repaired by methods acceptable to the Architect, at no additional cost to the Owner. Architect will make the choice of replacement or repair as warranted by each condition.
 - 2. Where repairs to existing surfaces are required, patch surfaces to produce surface suitable for new materials.
- B. Repair or replace existing off-site and to remain on-site improvements damaged during the conduct of this work with material of same or better kind, quality, and size as approved by Architect.

3.6 CLEAN UP AND DISPOSAL

- A. Remove and dispose of materials resulting from operations as work progresses.
- B. Burning or burying of removed materials will not be permitted on the site of work.
- C. Except for items or materials indicated to be salvaged, remove materials from demolition and removals, debris, waste/trash, off the Project site and legally disposed of.
 - 1. Do not allow demolished materials to accumulate on-site.
 - 2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces, areas or waterways.
- D. Before completion of Contract Work, remove temporary items and materials installed for use during demolition, removals, and construction operations.
- E. Upon completion of demolition work, the Contractor shall leave the entirety of the work limits in a cleared and clean condition satisfactory to the Construction Manager and Architect.

3.7 CLEANING

- A. Clean adjacent structures and improvements of dust, dirt, and debris caused by demolition and removal operations. Return and maintain adjacent areas to condition existing before start of clearing, demolition and removal operations.
- B. Refer to Division 1 Section 01700 “Execution Requirements” for maintenance cleaning and Section 01770 “Closeout Procedures” for final cleaning.

END OF SECTION 02221

SECTION 01564 – TEMPORARY FENCES AND GATES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes providing and maintaining temporary fencing system(s) with or without in line gate units for enclosing the construction site as part of site security, lock-up, protection of public, and to prevent unauthorized persons from access to work areas.
 - 1. Temporary chain link fencing and gates provided under this Contract and existing on-site at completion of Contract will be retained and will become the property of the Owner for continuation of protection, site security and lock-up and for future use by subsequent separate contracts. Removal of any portion of fencing and/or gate(s) at or before Contract completion shall be as directed by Construction Manager.
 - 2. Temporary fencing and gates shall conform to fencing layouts and details shown on the on the Contract Drawings including but not limited to the following:
 - a. Temporary fencing of steel chain link type together with base construction (portable precast concrete jersey barriers where indicated), and steel chain link type gates shall be installed to a minimum height of 8'-0" unless other height (more or less) indicated to suit a specific condition of protection or security.
 - b. Temporary fencing systems shall be used to enclose potentially hazardous construction area(s), and to provide adequate protection of the public and Owner.
 - c. Maintain and/or perform repairs, reinstallations, or replacements as required to effect protection and security of site. Provide Contract work related modifications of temporary fencing systems and gates as required for duration of Contract or until otherwise directed by Construction Manager.
 - d. Provide fittings, bracing, supports, brackets, anchors, accessories, hardware, and supplementary parts required to complete work of this Section as approved by the Construction Manager.
 - e. Include cutting, fitting, drilling, tapping, and other preparation work of this Section to accommodate work specified with other Sections and preparation of concrete, or other materials as required for attaching and installing fencing components and systems.
- B. Related Sections include the following:
 - 1. Division 1 Section 01500 "Temporary Facilities and Controls" for additional provisions related to site security and lock-up, fall protection, falling debris prevention/protection and other barriers.

1.3 SUBMITTALS

- A. General: Refer to and comply with Division 1 Section 01330 "Submittal Procedures", for procedures and additional submittal criteria.

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- B. Product Data: Submit manufacturer's technical data, material descriptions, construction details, dimensions of individual components and profiles, finishes, and installation instructions as applicable for the following:
 - 1. Fencing assembly components.
 - 2. Gate components, including hardware and locks.
 - 3. Procured (not existing on-site) concrete “Jersey” barriers.

- C. Shop Drawings: Prepare and submit layout of fence components to fit site conditions as indicated and specified. Relate fence components to gate locations as applicable for fencing with in-line gates.
 - 1. Show locations of each gate assembly in detail and inclusive of posts, rails, and tension wires, extended posts, extension arms, gate swing, or other operation, hardware, and accessories. Indicate materials, dimensions, sizes, weights, and finishes of components. Include plans, elevations, sections, gate swing, and other required installation and operational clearances with details of post anchorage and attachment and bracing.
 - 2. Show details for fitting and mounting chain link fence to precast concrete “Jersey” barriers.
 - 3. Show details for fitting and mounting chain link fence with details of ground set post anchorage conditions.
 - 4. Show details for fitting and mounting/installation of plywood barrier fencing.

- D. Qualification Data: For firms and persons specified in Article "Quality Assurance" to demonstrate their capabilities and experience. Include lists of completed projects with project names and addresses, names and addresses of architects and owners, and other information specified.

1.4 QUALITY ASSURANCE

- A. Installer Qualifications: An experienced installer who has completed chain-link fences and gates similar in material, design, and extent to those indicated for this Project and has the capabilities to fabricate, handle, and install fencing on precast concrete barriers as indicated for Project. Installer’s previous experience shall have resulted in construction projects and work with a record of expeditious and successful in-service performance.

- B. References and Standards
 - 1. Chain Link Type Fencing and Gates: Chain Link Fence Manufacturers Institute (CLFMI), Product Manual and recommended installation instructions
 - 2. Standard Practice for Installation of Chain-Link Fence, ASTM F567.
 - 3. Standard Specification for Industrial and Commercial Swing Gates, ASTM F900.

1.5 PROJECT / SITE CONDITIONS

- A. Existing Utilities and Services: See Division 1 Section 01700 “Execution Requirements”.

- B. Field Measurements: Verify layout information for fence and gate systems indicated by Contract Documents or otherwise required in relation to property survey, existing or to be modified project conditions, and in relation to existing structures. Verify dimensions by field measurements.

PART 2 - PRODUCTS

2.1 FENCING AND GATE MATERIALS, GENERAL

- A. Fences and barriers shall be structurally adequate, durable, and neat and uniform in appearance. Material shall be new, no used materials shall be utilized as a part of the work.
- B. Supplementary Parts: Provide materials or assembly components as specified or shown for fencing and gates or as necessary to complete installation, even though such supplementary parts are not shown or specified.

2.2 PREFABRICATED CONCRETE “JERSEY” BARRIERS

- A. Provide portable type prefabricated concrete “Jersey” Barriers of profile, size, and length complying with temporary construction fencing details for Project and industry standards for temporary use as highway protection barriers.
- B. Existing concrete “Jersey” Barriers on-site of this work that are the property of the Owner can be utilized if not otherwise in use as protective barriers or holding back soil materials associated with the Route 9A buffer plantings, and/or as approved by Construction Manager.

2.3 CHAIN-LINK FENCE MATERIALS

- A. Provide chain link fencing and gates complying with CLFMI’s “Product Manual” as a minimum.
- B. Fence and Gate Framing, Round Posts and Rail: Cold-formed, electric-resistance-welded, steel pipe or tubing, with minimum yield strength of 45,000 psi (310 MPa) and with outside dimension and minimum wall thickness and weight complying with acceptable reference standards for the following requirements as a minimum and to suit heights, widths, and conditions of proposed installation:
 - 1. Terminal (end) posts shall be 3” inch O.D. galvanized steel, standard weight (Schedule 40) pipe conforming to ASTM F1083, Type I, weighing a minimum 5.79 pounds per lineal foot.
 - 2. Line posts shall be 2 1/2” inch O.D. galvanized steel, maximum spacing 8’-0” o.c., standard weight (Schedule 40) pipe conforming to ASTM F1083, Type I, weighing a minimum 3.65 pounds per lineal foot.
 - 3. Braces shall be 1 5/8 inch O.D. galvanized steel, standard weight (Schedule 40) pipe conforming to ASTM F1083, Type I, weighing a minimum 2.27 pounds per lineal foot. Trusses shall be 5/16” inch diameter galvanized adjustable truss rods.
 - 4. Bottom and top tension wire shall be No. 06 gauge galvanized wire.
 - 5. Fittings and other fence related hardware shall be malleable iron, cast steel or pressed steel, all heavily galvanized.
- C. Steel Chain-Link Fence Fabric: Provide 9 Gage fabric fabricated in one-piece widths for chain link fencing of required height to suit condition (maximum 8 feet), knuckled at both bottom and top, and as per the following:
 - 1. Mesh and Wire Size: 2 inch (50-mm) mesh, 0.148-inch (3.76-mm) diameter.
 - 2. Coat selvage ends of fabric that is metallic coated during the weaving process with manufacturer's standard clear protective coating.
 - 3. Provide tension bars, tension bands and malleable iron post caps.
- D. Gates: Provide steel chain link entrance gates in accordance with ASTM F900, braced with truss rods and turnbuckles as required to support and maintain gate units square.

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1. Provide for the following swing-gate types as indicated and approved:
 - a. Double gate.
 2. Gates shall be of similar construction as the chain link fencing. Gates shall be securely assembled and connected at locations as indicated or required by Contract Documents and approved by Construction Manager.
 3. Provide threaded, slip fittings or welded frame for the construction of the gates as required.
 4. All gates shall be so arranged that they can be locked when closed and locked back to the gate when open.
- E. Gate Locking Devices and Padlocks: Include gate locking devices with padlocks and keys for distribution to appropriate parties.
1. Locking devices for gates shall be integral to the closing mechanism for the gate.
 2. Provide one (1) heavy duty padlock for each gate furnished and installed. Furnish five (5) keys for all locks. All locks for gates shall be keyed alike.
 - a. Padlock case shall be of 1 $\frac{3}{4}$ " extruded brass, cornered elliptical shape. The width of the case shall be 1 $\frac{3}{4}$ ", the depth 1 $\frac{19}{32}$ " and the thickness 13/16". The shackle shall be of hardened steel cadmium plated with a diameter of 11/32". The width of the opening of shackle from the top of the case to the inside of the shackle shall be 29/32". The shackle shall lock at both the toe and the heel.
 - b. Padlocks shall have 14-gage steel wire chains 9" long attached to lock and riveting pins with rivets and clevis. Chains, rivets, clevis and riveting pins shall be hot dipped galvanized or cadmium plated. Chains shall be galvanized after fabrication.

2.4 MISCELLANEOUS MATERIALS

- A. Steel Brackets, Plates, and Shapes: Steel material shall comply with ASTM A36.
- B. Cast-In-Place Concrete:
1. Concrete Materials:
 - a. Portland cement complying with ASTM C150, aggregates complying with ASTM C33, and potable water for ready-mixed concrete complying with ASTM C94. Measure, batch, and mix Project-site-mixed concrete according to ASTM C94.
 - b. Dry-packaged concrete mix complying with ASTM C387 for normal-weight concrete mixed with potable water according to manufacturer's written instructions.
 2. Concrete Mixes: Normal-weight concrete air entrained with not less than 3000-psi (20.7- MPa) compressive strength (28 days), 3-inch (75-mm) slump, and 1-inch (25-mm) maximum size aggregate.
- C. Grout and Anchoring Cements:
1. Non-shrink, Nonmetallic Grout: Premixed, factory-packaged, non-staining, noncorrosive, nongaseous grout complying with ASTM C1107. Provide grout, recommended in writing by manufacturer, for exterior applications.

2.5 FABRICATION, GENERAL

- A. Modify precast concrete barriers as required to fit, support, secure, and mount the chain link fencing posts.
- B. Fabricate chain link fencing materials to fit and suit application condition indicated for on site use with the precast concrete base or, where indicated, for ground set with posts in concrete footings.
- C. The temporary fencing system of concrete barriers together with chain link fencing shall be movable utilizing the appropriate heavy equipment.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine areas and conditions, with fencing Installer present, for compliance with requirements for a verified survey of property lines and legal boundaries, site clearing, earthwork, pavement work, and other conditions affecting performance.
- B. Confirm and indicate locations of utilities, drainage systems, lawn sprinkler systems, underground structures, benchmarks, and property monuments as may be applicable. Consider conditions of future work that may be impacted by fence and gate locations.
- C. Proceed with installation only after unsatisfactory conditions have been corrected as approved by Construction Manager.

3.2 PREPARATION

- A. Stake locations of fence lines, gates, and terminal posts or anchoring devices that are to be set in-ground. Do not exceed intervals of 500 feet (152.5 m) or line of sight between stakes. Adjust for interfering locations of utilities, lawn sprinkler system, underground structures, benchmarks, property monuments, and relate to and arrange together with existing fence systems at site or adjacent to site as approved by Construction Manager.
- B. Sequencing: Erect perimeter security fencing and access gates before any Work within Contract Limits of site is started. Initial and, as indicated, subsequent fencing erection and/or relocations shall be in accordance with sequencing and scheduling specified, shown, and approved by Construction Manager.

3.3 INSTALLATION, GENERAL

- A. General: Install chain-link fencing to comply with ASTM F567 and more stringent requirements specified. Install chain link fencing together with precast concrete “Jersey” barriers as indicated.
 - 1. Install fencing on established boundary lines inside property line or Contract Limit lines as approved by Construction Manager.
 - 2. Include cutting, fitting, drilling, tapping, and other preparation work as required for attaching and installing fencing systems and gates.
 - 3. Provide attachment devices of type, size, and spacing to suit condition.
 - 4. Install fence barriers as indicated and to suit conditions at site to prevent unauthorized public entry; to provide traffic control and to protect the Work, persons, existing facilities, and other conditions from construction operations.

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- B. Post Setting: Comply with connection and setting details indicated by Contract Documents and the following:
 - 1. Posts Set into Concrete in Voids: Form or core drill holes not less than 5 inches (125 mm) deep and 3/4 inch (20 mm) larger than OD of post. Clean holes of loose material, insert posts, and fill annular space between post and concrete with nonshrink, nonmetallic grout mixed and placed to comply with anchoring material manufacturer's written instructions, and finished sloped to drain water away from post.
 - 2. Where Ground Set Posts Indicated: Hand-excavate holes for post foundations in firm, undisturbed or compacted soil. Set terminal, line, gate posts in concrete footing. Protect portion of posts aboveground from concrete splatter. Place concrete around posts and vibrate or tamp for consolidation. Using mechanical devices to set line posts per ASTM F567 is permitted. Verify that posts are set plumb, aligned, and at correct height and spacing, and hold in position during placement and finishing operations until concrete is sufficiently cured.
 - a. Exposed Concrete Footings: Extend concrete 2 inches (50 mm) above grade, smoothed, and shaped to shed water.

3.4 CHAIN-LINK FENCE INSTALLATION

- A. Terminal Posts: Locate terminal end, corner, and gate posts per ASTM F567 and terminal pull posts at changes in horizontal or vertical alignment of 30 degrees or more.
- B. Line Posts: Space line posts uniformly, at 8 feet o.c maximum.
- C. Post Bracing Assemblies: Install according to ASTM F567, maintaining plumb position and alignment of fencing. Install braces at end and gate posts and at both sides of corner and pull posts. Locate horizontal braces at mid-height of fabric on fences with top rail and at two-thirds fabric height on fences without top rail. Install so posts are plumb when diagonal rod is under proper tension.
- D. Tension Wire: Install according to ASTM F567, maintaining plumb position and alignment of fencing. Pull wire taut, without sags. Fasten fabric to tension wire with 0.120-inch (3.05-mm) diameter hog rings of same material and finish as fabric wire, spaced a maximum of 24 inches (609 mm) o.c. Install tension wire in locations indicated before stretching fabric.
 - 1. Top Tension Wire: Install tension wire through post cap loops.
 - 2. Bottom Tension Wire: Install tension wire within 6 inches of bottom of fabric and tie to each post with not less than same gage and type of wire.
- E. Chain-Link Fabric: Apply fabric to outside of enclosing framework. Leave one (1) inch between finish grade or surface and bottom selvage, unless otherwise indicated. Pull fabric taut and tie to posts, rails, and tension wires. Anchor to framework so fabric remains under tension after pulling force is released.
- F. Tension or Stretcher Bars: Thread through fabric and secure to end, corner, pull, and gate posts with tension bands spaced not more than 15 inches o.c.
- G. Tie Wires: Use wire of proper length to firmly secure fabric to line posts and rails. Attach wire at one end to chain-link fabric, wrap wire around post a minimum of 180 degrees, and attach other end to chain-link fabric per ASTM F626. Bend ends of wire to minimize hazard to individuals and clothing.
 - 1. Maximum Spacing: Tie fabric to line posts 12 inches (304 mm) o.c. and to braces 24 inches o.c.
- H. Fasteners: Install nuts for tension bands and carriage bolts on the side of the fence opposite the fabric side.

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3.5 GATE INSTALLATION

- A. General: Install gates according to manufacturer's written instructions, level, plumb, and secure for full opening without interference. Attach fabric as specified for fencing. Attach hardware using tamper-resistant or concealed means. Install ground-set items in concrete for anchorage and concrete barrier set items by welding to steel securely anchored to concrete. Adjust hardware for smooth operation and lubricate where necessary.

3.6 ADJUSTING

- A. Gates: Adjust gates to operate smoothly, easily, and quietly, free from binding, warp, excessive deflection, distortion, nonalignment, misplacement, disruption, or malfunction, throughout entire operational range. Confirm that latches and locks engage accurately and securely without forcing or binding.
- B. Chain Link Fencing: Contractor shall provide all labor and material to furnish and install, reconfigure, maintain, repair and replace for duration of Contract or until otherwise directed by Construction Manager for assumption of these requirements by another contractor. New temporary fencing where necessary to safely secure area from the public and vandalism shall be utilized in conjunction with existing temporary or permanent fencing materials that occur on site.
- C. Final configuration of the temporary site enclosing and security fencing and gates shall be as approved by the Owner and/or the Construction Manager.

END OF SECTION 01564

SECTION 01600 - PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes the following administrative and procedural requirements related to selection of products for use in Project:

1. Quality assurance provisions including product quality standards and compatibility of options.
2. Product delivery, storage, and handling.
3. Manufacturers' standard and special warranties on products.
4. Product options.
5. Product substitutions.
6. Comparable products.

- B. Related Sections include the following:

1. Division 1 Section 01250 "Contract Modification Procedures" for Change Order procedures.
2. Division 1 Section 01310 "Project Management and Coordination" for coordination of shop drawings related to matching product selections.
3. Division 1 Section 01420 "References and Definitions" for basic definitions of terms and provisions related to applicable industry standards for products specified.
4. Division 1 Section 01770 "Closeout Procedures" for submitting warranties for contract closeout.
5. See other Project Manual documents and Sections with specific requirements for product identification, warranties on products, and installations specified to be with warranty.

1.3 DEFINITIONS

- A. Products: Items purchased for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material", "equipment", "system", and terms of similar intent.

1. Named Products: Items identified by manufacturer's product name, including make or model number or other designation, shown or listed in manufacturer's published product literature, that is current as of date of the Contract Documents.
2. New Products: Items that have not previously been incorporated into another project or facility, except that products consisting of recycled-content materials are allowed, unless explicitly stated otherwise. Products salvaged or recycled from other projects are not considered new products.
3. Comparable Product: Product that is demonstrated and approved, through submittal process or as a product substitution, to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.

- B. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and that are proposed by Contractor.

1. Any item by a manufacturer other than manufacturers cited in the Contract Documents, or of brand name, or model number, or of generic species other than those cited in the Contract Documents will be considered a substitution.
 2. Proposed changes or modifications to generic systems and concepts of design that are consistent with the design intent and the construction Contract Documents, and do not require a substantial revision, but require additional professional services of design, redesign or administration, shall be considered a substitution.
- C. **Basis-of-Design Product Specification:** Where a specific manufacturer's product is named and accompanied by the words "basis of design", including make or model number or other designation, to establish the significant qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics for purposes of evaluating comparable products of other named manufacturers.
- D. **Deviations:** Reference Division 1 Section 01330 "Submittal Procedures" for definitions and provisions of notice.
- E. **Manufacturer's Warranty:** Preprinted written warranty published by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.
- F. **Special Warranty:** Written warranty required by or incorporated into the Contract Documents, either to extend time limit provided by manufacturer's warranty or to provide more rights for Owner.

1.4 SUBMITTALS

- A. **General:** Refer to and comply with Division 1 Section 01330 "Submittal Procedures", for procedures and additional submittal criteria.
- B. **Product List:** Submit a list, in tabular form, showing specified products. Include generic names of products required. Include manufacturer's name and proprietary product names for each product.
1. Coordinate product list with Contractor's Construction Schedule and the Submittals Schedule. Product List is not in lieu of other Product Data and Shop Drawing required submittals.
 2. **Initial List Submittal:** Within 14 days after date of the Contract execution, submit three (3) copies of initial product list. Include a written explanation for omissions of data and for variations from Contract requirements.
 - a. At Contractor's option, initial submittal may be limited to product selections and designations that must be established early in Contract period.
 3. **Completed List Submittal:** Within 45 days after date of Contract execution, submit three (3) copies of completed product list. Include a written explanation for omissions of data and for variations from Contract requirements.
 4. **Architect's Action:** Architect will respond in writing to Contractor within 14 days of receipt of completed product list. Architect's response will include a list of unacceptable product selections and a brief explanation of reasons for this action. Architect's response, or lack of response, does not constitute a waiver of requirement that products comply with the Contract Documents.
- C. **Substitution Requests:** Submit three (3) copies of each request for consideration. Identify product or fabrication or installation method proposed to be replaced. Include Contract Specification Section number and title and Contract Drawing number(s) and title(s).
1. **Substitution Request Form:** Use CSI Form 13.1A. Sample form is attached at end of this Section.

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2. Documentation: Show compliance with requirements for substitutions and the following, as applicable:
 - a. Statement indicating why specified material or product cannot be provided.
 - b. Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by Owner and separate contractors that will be necessary to accommodate proposed substitution.
 - c. Detailed comparison of significant qualities of proposed substitution with those of the Work specified. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
 - d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
 - e. Samples, where applicable or requested.
 - f. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners.
 - g. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
 - h. Research/evaluation reports evidencing compliance with building code in effect for Project, from a model code organization acceptable to authorities having jurisdiction.
 - i. Detailed comparison of Contractor's Construction Schedule using proposed substitution with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating lack of availability or delays in delivery.
 - j. Cost information, including a proposal of change, if any, in the Contract Sum.
 - k. Contractor's certification that proposed substitution complies with requirements in the Contract Documents and is appropriate for applications indicated.
 - l. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.
3. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within 7 days of receipt of a request for substitution. Architect will notify Contractor through Construction Manager of acceptance or rejection of proposed substitution within 14 days of receipt of request, or 7 days of receipt of additional information or documentation, whichever is later.
 - a. Form of Acceptance: Change Order.
 - b. Use product specified if Architect cannot make a decision on use of a proposed substitution within time allocated.

- D. Basis-of-Design Product Specification Submittal: Comply with requirements in Division 1 Section 01330 "Submittal Procedures". Show compliance with requirements.

1.5 QUALITY ASSURANCE

A. Product Quality Standards:

1. The products, materials, and equipment of manufacturers referred to in the Contract Documents are intended to establish the standard of quality and design for the Work of this Project.
 - a. Conform to applicable specifications and standards.
 - b. Comply with size, make, type, and quality specified, or as specifically approved in writing by the Architect.
 - c. Manufactured and Fabricated Products:

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- 1) Design, fabricate, and assemble in accord with the best engineering and shop practices.
 - 2) Manufacture like parts of duplicate units to standard sizes and gages, and to be interchangeable.
 - 3) Two or more items of the same kind shall be identical, by the same manufacturer.
 - 4) Products shall be suitable for service conditions.
 - 5) Capacities, sizes, and dimensions shown or specified shall be adhered to unless deviations or variations to these conditions are specifically approved in writing by Architect.
- d. Do not use material or equipment for any purpose other than that for which it is designed or is specified.
2. Material Colors:
- a. All colors, unless stated otherwise, shall be considered as a custom formulation and shall match samples supplied or approved by the Architect.
 - b. Contractor shall coordinate the color selection process with Architect including, when requested, assistance in preparation of trial and error color sample submittals.
- B. Compatibility of Options:
1. Work of this Contract is a part of or related to the Hudson River Park Project. Many materials, items, and finishes specified and shown are intended by design to be used throughout or in multiple areas of the total Park Project and each Contractor shall coordinate and cooperate in the use of such materials, items, and finishes as shown or specified.
 2. If Contractor is given option of selecting between two or more products for use on Project, product selected shall be compatible with products previously selected, even if previously selected products were also options.
 - a. Each Contractor is responsible for providing products and construction methods compatible with Architect approved products and construction methods of other contractors.
 - b. If a dispute arises between contractors over concurrently selectable but incompatible products, Architect will determine which products shall be used.

1.6 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Deliver and handle products using means and methods that will prevent damage, deterioration, and loss, including theft. Comply with manufacturer's written instructions.
1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.
 2. Coordinate delivery with installation time to ensure minimum on-site holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
 3. Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
 4. Inspect products on delivery, together with Construction Manager, to ensure compliance with the Contract Documents and to ensure that products are undamaged and properly protected.
- B. Store, handle, and protect products using means and methods that will prevent damage, deterioration, and loss, including theft.
1. Store products to allow for inspection and measurement of quantity or counting of units.
 2. Store materials in a manner that will not endanger supporting structure.

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3. Store products that are subject to damage by the elements, under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation.
 4. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
 5. Protect stored products from damage.
 6. Arrange storage in a manner to provide easy access. Make periodic inspections to assure correct conditions.
- C. Storage Facilities: At Contractor's option during production/fabrication of items to be furnished, Contractor shall use a secure location and enclosure for storage of materials and equipment at a location and under conditions approved by Construction Manager. Owner does not have facilities for storage. Contractor's obtained facilities shall be at no additional cost to Owner.

1.7 PRODUCT WARRANTIES

- A. Warranties specified in other Contract Specification Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.
- B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution. Submit a draft for approval before final execution.
1. Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.
 2. Refer to Project Manual documents and Sections for specific content requirements and particular requirements for submitting special warranties.
- C. Submittal Time: Comply with requirements in Division 1 Section 01770 "Closeout Procedures".

PART 2 - PRODUCTS

2.1 PRODUCT OPTIONS

- A. General Product Requirements: Provide products that comply with the Contract Documents, that are undamaged, and unless otherwise indicated, that are new at time of installation.
1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
 2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
 3. Owner reserves the right to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
 4. Where products are accompanied by "as selected" or like term, Architect will make selection.
 5. Where products are accompanied by "match sample" or like term, sample to be matched is Architect's.
 6. Descriptive, performance, and reference standard requirements in the Contract Specifications establish "salient characteristics" of products.
 7. Reuse of Existing Material:

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- a. Except as specifically indicated for salvage and at conditions approved by Architect, materials and equipment removed from the existing site or existing structure(s) shall not be used in the completed work.
 - b. Materials and equipment specifically indicated and approved for re-use shall comply with requirements specified and the following:
 - 1) Use special care in removal, storage, and re-installation to assure proper function in completed work.
 - 2) Arrange and pay all cost for transportation, handling, storage, and restoration or renovation.
8. Or Equal: Where products are specified by name and accompanied by the term "or equal" or "or approved equal" or "or approved," comply with provisions in Article "Comparable Products" of this Section to obtain approval for use of an unnamed product.
- B. Product Selection Procedures: Procedures for product selection include the following:
1. Product: Where Contract Specification paragraphs or subparagraphs name a single product and manufacturer and/or source, provide the product named.
 - a. Substitutions may be considered unless otherwise indicated.
 2. Products: Where Contract Specification paragraphs or subparagraphs introduce a list of names of both products and manufacturers and/or sources, provide one of the products listed that complies with requirements.
 - a. Substitutions may be considered unless otherwise indicated.
 3. Basis-of-Design Products: Where Contract Specification paragraphs or subparagraphs are titled or are otherwise referencing "Basis-of-Design" Product(s) and also introduce or refer to a list of manufacturers' names, provide either the specified product or a comparable product by one of the other named manufacturers. Contract Drawings and Specifications indicate sizes, profiles, dimensions, and other characteristics that are based on the product named. Comply with provisions in Article "Comparable Products" of this Section to obtain approval for use of an unnamed product.
 - a. Substitutions will not be considered, unless otherwise indicated.

2.2 PRODUCT SUBSTITUTIONS

- A. Timing: Architect will consider requests for substitution if received within 45 days after the Contract execution. Requests received after that time may be considered or rejected without review at discretion of Architect.
- B. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:
 1. Requested substitution offers Owner a substantial advantage in cost, time, energy conservation, or other considerations, after deducting additional responsibilities Owner must assume. Owner's additional responsibilities may include compensation to Architect for redesign and evaluation services, increased cost of other construction by Owner, and similar considerations.
 2. Requested substitution does not require extensive revisions to the Contract Documents.
 3. Requested substitution is consistent with the Contract Documents and will produce indicated results.

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4. Substitution request is fully documented and properly submitted.
 5. Requested substitution will not adversely affect Contractor's Construction Schedule.
 6. Requested substitution has received necessary approvals of authorities having jurisdiction.
 7. Requested substitution is compatible with other portions of the Work.
 8. Requested substitution has been coordinated with other portions of the Work.
 9. Requested substitution provides specified warranty.
 10. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.
- C. Data included with substitution submittals for evaluation will not be considered if they are indicated or implied on shop drawings, product data, or sample submissions without prior formal request for substitution as required herein; or the request for substitution is incomplete or does not describe adequate data for evaluation.

2.3 COMPARABLE PRODUCTS

- A. Where products or manufacturers are specified by name, submit the following, in addition to other required submittals, to obtain approval of an unnamed product:
1. Evidence that the proposed product does not require extensive revisions to the Contract Documents, that it is consistent with the Contract Documents and will produce the indicated results, and that it is compatible with other portions of the Work.
 2. Detailed comparison of significant qualities of proposed product with those named in the Specifications. Significant qualities include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
 3. Evidence that proposed product provides specified warranty.
 4. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners, if requested.
 5. Samples, if requested.

PART 3 - EXECUTION

3.1 STANDARD FORMS

1. Substitution Request, CSI Form 13A, 1996.

END OF SECTION 01600

SECTION 01700 - EXECUTION REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes general procedural requirements and provisions governing execution of the Work including, but not limited to, the following:

1. Field engineering and surveying.
 - a. Prepare existing conditions survey.
 - b. Updated surveys specific to a requirement specified in a Section of work.
2. Construction layouts.
3. Provisions related to review, acquaintance with, interpretation, and examination of existing site and Project conditions.
4. Preparation for Project work including existing utility disposition.
5. General installation requirements of products.
6. Progress cleaning including adjacent areas affected by work.
7. Protection of installed construction.
8. Correction of the Work.

- B. Related Sections include the following:

1. Division 1 Section 01310 "Project Management and Coordination" for procedures for coordinating field engineering with other construction activities including work of other Owner's separate contracts.
2. Division 1 Section 01330 "Submittal Procedures" for submitting surveys.
3. Division 1 Section 01500 "Temporary Facilities and Controls" for additional waste disposal facility requirements.
4. Division 1 Section 01731 "Cutting and Patching" for procedural requirements for cutting and patching necessary for the installation or performance of other components of the Work.
5. Division 1 Section 01770 "Closeout Procedures" for submitting final property survey with Project Record Documents, recording of Owner-accepted deviations from indicated lines and levels, and final cleaning.
6. See other Project Manual documents and Sections with specific requirements for associated survey work and work that may be affected by existing utilities and services.

1.3 SUBMITTALS

- A. General: Refer to and comply with Division 1 Section 01330 "Submittal Procedures", for procedures and other submittal criteria.

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- B. Qualification Data: For land surveyor, submit to demonstrate their capabilities and experience. Include lists of completed projects with project names and addresses, names and addresses of architects and owners, and other information specified.
- C. Existing Utility Interruption Notifications: Submit as specified.
- D. Final Construction Survey: Submit one (1) copy showing the Work performed and record survey data.

1.4 QUALITY ASSURANCE

- A. Surveyor Qualifications: A professional land surveyor (New York State Licensed) who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing land-surveying services of the kind indicated.

1.5 PROJECT CONDITIONS

- A. Acquaintance with Existing Site Conditions
 - 1. Through study of all Contract Documents, available information, and by careful examination of the site, Contractor shall become informed as to the nature and location of the Work including the nature of surface and subsurface conditions; the location of the groundwater table and groundwater conditions; the character, quality, and quantity of materials to be encountered; the location of existing utilities, subterranean subway tunnels, and other structures; the character of equipment and facilities need preliminary to and during the execution of the Work; and all other matters which can in any affect the Work.
 - 2. Investigate the conditions of public thoroughfares and roads as to availability, clearances, loads, limits, restrictions, and other limitations affecting transportation to, ingress and egress of this work site. Conform to all governmental regulations in regard to the transportation of materials to, from, and at the job site, and secure in advance such permits as may be necessary.
 - 3. Contractor shall review all available information and make an independent interpretation of the surface and subsurface conditions that may affect the work of the Contract.
- B. Existing Surface and Subsurface Conditions:
 - 1. All subsurface data, reports, and the like are made available for information only. The Architect, Construction Manager, and Owner make no predictions or representation regarding the character and extent of soil, rock, debris and/or obstructions, or other surface and/or subsurface conditions to be encountered during the Work and assume no responsibility as to the accuracy or completeness of the information.
 - 2. Where existing grades, utility lines, and substructures are shown on the Contract Documents or otherwise indicated, the Architect, Construction Manager, and Owner assume no responsibility for correctness of existing conditions indicated. Contractor shall ascertain actual locations of utilities and substructures that may be affected by the Work, and shall be responsible for any damage or injury that may result from working on or near those utilities and substructures.
 - 3. The Contractor shall make its own deductions of the surface and/or subsurface conditions that may affect the methods or cost of construction of the Work hereunder, and agrees to make no claims for damages or compensations, except as are provided under the Contract. Should conditions be found during the progress of the Work different from those calculated and/or anticipated, Contractor may perform, at Contractor's option but subject to the Owner's approval, additional borings, diving, or other exploratory operations at no additional cost to the Owner. No Change in the Contract Sum will be authorized due to existing site conditions.

PART 2 - PRODUCTS

2.1 MATERIALS

A. General:

1. Use installation materials, products, and cleaners that are not considered toxic or hazardous.

PART 3 - EXECUTION

3.1 PRE-CONSTRUCTION SURVEY

- A. Pre-Construction Topographic Survey: The (C4995) Contractor shall perform a pre-construction survey of the walkway replacement work area per the specific requirements of the Division 2 Section 02231 "Building Demolition".
- B. Maintain pre-construction survey drawing data and information as work of Project progresses and until submittal of relevant shop drawings and/or submittals has occurred and all approvals have been provided.
- C. Comply with additional requirements of Article "Construction Layouts" of this Section.

3.2 SURVEY REQUIREMENTS

- A. Maintain survey drawing data and information as walkway replacement work of Project progresses and until submittal of Final Survey for Record.
- B. Comply with additional requirements of Article "Construction Layouts" of this Section.

3.3 EXAMINATION

- A. Existing Conditions, Utilities, and Services: The existence and location of previously installed overhead, underground, or underwater utilities and related substructures; site improvements; and other construction indicated as existing are not guaranteed. Before beginning work, investigate and verify the existence and location of all site utility systems and other construction affecting the Work.
 1. Verify location and elevation at points of connection of sanitary sewer, storm sewer, gas, water-service piping, sprinkler, fire alarm, electrical services, telephone and data services, and other utility services.
- B. Verify layout information shown on the Contract Drawings, in relation to property survey; to existing benchmarks, and to existing as found conditions; before preceding to layout the Work. Locate and protect existing and established benchmarks and control points. Preserve permanent reference points during demolition and construction and replace if lost or disturbed.

3.4 PREPARATION FOR PROJECT WORK

A. Existing Utilities and Services:

1. Existing Utility Information: Furnish information to Construction Manager, Owner, and, as applicable, utility company that is necessary to obtain approval to adjust, move, or relocate

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existing utility structures, lines, services, or other utility appurtenances located in or affected by construction.

- a. Contact and engage utility-locator service for area where Project is located before performing other related work where utilities may be concealed.
 - b. Coordinate with authorities having jurisdiction. Obtain confirmation and approval from Architect and Construction Manager before start of related work.
2. Existing Utility Interruptions: Do not interrupt utilities serving operating facilities occupied or used by Owner or other entities unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements approved by Construction Manager:
- a. Notify Construction Manager not less than five (5) days in advance of proposed utility interruptions. Notification shall include duration and a schedule and identification of work to be performed. If interruption is to last longer than 3 hours, furnish plan to supply temporary services.
 - b. Assist in notifying other affected entities as directed by Construction Manager.
 - c. Do not proceed with utility interruptions without Construction Manager's written permission.
3. Maintaining Existing Utilities and Services:
- a. Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition, excavation, or other removal operations.
 - b. Provide temporary services during interruptions to existing utilities, as acceptable to Construction Manager and to authorities having jurisdiction.
 - 1) Provide specified notice to Construction Manager if shutdown/interruption of service is required during changeover.
4. Disposition of Existing Utilities and Services:
- a. Should uncharted, incorrectly charted, or other unknown utility be encountered during the work, consult immediately with respective utility owner for determination of whether active or inactive and with Construction Manager for additional direction.
 - 1) Record locations where found.
 - 2) Cooperate in keeping and maintaining respective services and facilities in operation until direction for disposition can be confirmed or otherwise given. Repair damaged utilities or services to satisfaction of the Construction Manager.
 - 3) If verified as an active utility service, maintain respective services and facilities in operation until direction can be given.
 - 4) If verified as an inactive utility service, properly cap and abandon or otherwise dispose of the inactive service as specified herein and as approved by Architect or Construction Manager for specific condition.
5. Any fees or other costs associated with utility agencies personnel, material, and equipment in providing services for the Work shall be the responsibility of the Contractor.
- B. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements and elevations before installing each product or performing related work. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule(s) with construction progress to avoid delaying the Work.

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- C. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents, submit a request for information to Architect. Include a detailed description of problem encountered, together with recommendations for changing the Contract Documents. Submit requests on CSI Form 13.2A, "Request for Interpretation".

3.5 CONSTRUCTION LAYOUTS

- A. Verification: Before proceeding to lay out the Work, verify layout information shown on Contract Documents, in relation to the property survey and existing benchmarks. If discrepancies are discovered, notify Construction Manager and Architect immediately.
- B. General: Contractor shall engage a land surveyor to lay out the Work using accepted surveying practices. Execute layouts in sufficient detail that each trade is able to perform their own placement and installation layouts and in coordination of overall Project.
 - 1. Establish and maintain a minimum of 2 permanent benchmarks on the site, referenced to data established by survey control points. Set lines and levels of construction, at each element or other structure of Project.
 - 2. Establish dimensions within tolerances indicated. Do not scale Drawings to obtain required dimensions.
 - 3. Inform installers of lines and levels to which they must comply.
 - 4. Check the location, level and plumb, of every major element as the Work progresses.
 - 5. Notify Construction Manager and Architect when deviations from required lines and levels exceed allowable tolerances.
- C. Site Improvements: Locate and lay out work.
- D. Record Log: Maintain a log of layout control work. Record deviations from required lines and levels. Include beginning and ending dates and times of surveys, weather conditions, name and duty of each survey party member, and types of instruments and tapes used. Make the log available for reference by Architect and Construction Manager.

3.6 FIELD ENGINEERING AND SURVEYING

- A. Reference Points: Locate existing permanent benchmarks, control points, and similar reference points before beginning the Work. Preserve and protect permanent benchmarks and control points during construction operations.
 - 1. Do not change or relocate existing benchmarks or control points without prior written approval of the Construction Manager. Report lost or destroyed permanent benchmarks or control points promptly. Report the need to relocate permanent benchmarks or control points to the Construction Manager before proceeding.
 - 2. Replace lost or destroyed permanent benchmarks and control points promptly. Base replacements on the original survey control points.
 - 3. Contractor shall perform any required re-calculation and layout plan for an offset baseline at no additional cost to the Owner.
- B. Benchmarks: Establish and maintain a minimum of benchmarks on Project site as specified for Construction Layouts. Comply with authorities having jurisdiction for type and size of benchmark.
 - 1. Record benchmark locations, with horizontal and vertical data, on Project Record Documents.
 - 2. Where the actual location or elevation of layout points cannot be marked, provide temporary reference points sufficient to locate the Work.

3. Remove temporary reference points when no longer needed. Restore marked construction to its original condition.
- C. Base Line: Establish and maintain the Layout Baseline with 50 feet on-center stations or as otherwise indicated on the Contract Documents.
- D. Survey Tolerances: Close site surveys with an error of closure equal to or less than the standard established by authorities having jurisdiction.

3.7 GENERAL INSTALLATION REQUIREMENTS OF PRODUCTS

- A. 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.
- B. Comply with manufacturer's / producer'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 use or occupancy.
- E. Tools and Equipment: Do not use tools or equipment that produces harmful noise levels or that may damage protective or exposed finishes.
- F. 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. Allow, as applicable for element, movement including thermal expansion and contraction.
- G. Joints: Make joints for each and same condition of uniform width unless otherwise designed by Architect. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect.
- H. Materials:
 1. Conform to specified Products as approved by Architect.
 2. Use products, cleaners, and installation materials that are not considered hazardous.

3.8 PROGRESS CLEANING

- A. General: Clean Project site, staging areas, and work areas daily.
- B. Site and Work Areas:
 1. Do not retain materials on-site more than 3 days during normal weather or 2 days if the temperature is expected to rise above **80 deg F (27 deg C)**.
 2. Maintain Project site free of waste materials and debris and insure that no materials enter the adjacent waterway or public parking areas.

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3. Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.
 - a. Remove liquid spills promptly.
 - b. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.

C. Waste Disposal:

1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
2. Containerize unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.
3. Dispose of materials lawfully. Disposal of materials shall be in a landfill facility licensed to accept respective material being disposed. Submit verification as specified.
4. Burying or burning waste materials on-site will not be permitted.
5. Washing waste materials down sewers or into waterways will not be permitted.
6. Reference provisions in Division 1 Section 01500 “Temporary Facilities and Controls” for additional waste disposal facility requirements.

D. 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.

E. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.

F. Exposed Surfaces: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.

G. Cutting and Patching: Clean areas and spaces where cutting and patching are performed. Completely remove paint, mortar, oils, putty, and similar materials.

H. 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 at Substantial Completion.

I. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.

J. Limiting Exposures: Supervise construction operations to assure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

3.9 PROTECTION OF INSTALLED CONSTRUCTION

- A. Provide final protection of installed construction and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.
- B. Comply with manufacturer's / producer's written instructions for temperature and relative humidity.

3.10 CORRECTION OF THE WORK

- A. Repair or remove and replace defective construction. Restore damaged substrates and finishes.

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1. Comply with requirements in Division 1 Section 01731 "Cutting and Patching".
 2. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment.
- B. Restore permanent facilities used during construction to their specified condition.
- C. Remove and replace damaged surfaces that are exposed to view if surfaces cannot be repaired without visible evidence of repair.
- D. Repair components that do not operate properly. Remove and replace operating components that cannot be repaired.

END OF SECTION 01700

SECTION 01731 - CUTTING AND PATCHING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes procedural requirements for cutting and patching that shall be applicable to both existing conditions of original construction and to new work of Project previously installed.
 - 1. Cutting and patching on Project work as applicable to Contractor's work.
 - 2. To the greatest extent possible, cutting and patching on new work of Project previously installed should be avoided by Contractor's proper and timely coordination of the work.
- B. Related Sections include the following:
 - 1. See other Project Manual documents and Sections for specific requirements and limitations applicable to cutting and patching individual parts of the Work.

1.3 DEFINITIONS

- A. Cutting: Removal of existing construction necessary to permit installation or performance of other Work.
- B. Patching: Fitting and repair work required to restore surfaces to original conditions after installation of other Work.

1.4 SUBMITTALS

- A. General: Refer to and comply with Division 1 Section 01330 "Submittal Procedures", for procedures and additional submittal criteria.
- B. Cutting and Patching Proposal: Submit a proposal describing procedures at least ten (10) days before the time cutting and patching will be performed, requesting approval to proceed. Confirm conditions although indicated by Contract Documents.
 - 1. Include the following information:
 - a. Extent: Describe cutting and patching, show how they will be performed, and indicate why they cannot be avoided.
 - b. Changes to Existing Construction: Describe anticipated results. Include changes to structural elements and operating components as well as changes in item or surface appearance and other significant visual elements or performance characteristics. Advise if product or system to be cut affects any existing warranty.
 - c. Products and Performance: List products to be used and firms or entities that will perform the Work. Reference Article "Quality Assurance" for additional related provisions.
 - d. Dates: Indicate when cutting and patching will be performed.

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- e. Utilities and Services: List utilities and services that cutting and patching procedures will disturb or affect. Advise if existing original installation or new work of Project previously installed. List utilities that will be relocated and those that will be temporarily out of service. Indicate how long service will be disrupted. Reference Division 1 Section 01700 “Execution Requirements” for additional provisions related to existing utilities and services.
 - f. Structural Elements: Where cutting and patching involve adding reinforcement to structural elements, submit details, engineering calculations, and procedures prepared by Contractor’s Engineer showing integration of reinforcement with original structure.
2. Obtain approval of cutting and patching proposal before executing cutting and patching work. Approval by Architect does not waive Owner’s right to later require removal and replacement of unsatisfactory work.

1.5 QUALITY ASSURANCE

- A. Structural Elements: Do not cut and patch structural elements in a manner that could change their load-carrying capacity or load-deflection ratio.
- B. 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 exposed construction in a manner that would, in Architect’s opinion, reduce the aesthetic qualities of the element or Project. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.
 - 1. To suit material or element, engage a recognized, experienced, and specialized firm (preferably original Installer or fabricator) to perform both cutting and patching of exposed conditions of work including the following:
 - a. Pre cast and/or cast-in-place concrete finished elements.
 - b. Concrete masonry unit finished elements.
 - c. Ornamental metal or other like metal fabrications.
 - d. Parking deck surfacing finished paving, etc.
 - e. Components of utilities and services.
 - 2. If original Installer or fabricator cannot be retained to cut and patch exposed Work listed above, advise and substantiate reasons to Construction Manager.
- C. Cutting and Patching Conference: Before proceeding, meet at Project site with parties involved in cutting and patching. Review areas of potential interference and conflict. Coordinate procedures and resolve potential conflicts before proceeding with cutting and patching work.

1.6 WARRANTY

- A. 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.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. General: Comply with requirements specified in other Sections of Contract Specifications and, as may be applicable, with contract specifications of other Project work.

- B. Existing Materials: Use materials identical to existing materials. For exposed surfaces, use materials that visually match existing adjacent surfaces to the fullest extent possible and as approved by Architect.
 - 1. If identical materials are unavailable or cannot be used, use materials that, when installed, will match the visual and functional performance of existing materials.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine surfaces to be cut and patched and conditions under which cutting and patching are to be performed.
 - 1. Compatibility: Before patching, verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
 - 2. Proceed with installation only after unsafe or unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Temporary Support: Provide temporary support of Work to be cut.
- B. Protection: Protect existing construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.
- C. Adjoining Areas: Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.
- D. Existing Services: Where existing services are required to be removed, relocated, or abandoned, bypass such services before cutting to avoid interruption of services to occupied areas. Reference Division 1 Section 01700 “Execution Requirements” for additional provisions related to existing utilities and services together with respective utility Section of work.

3.3 PERFORMANCE

- A. General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.
 - 1. Cut existing construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.
- B. Cutting: Cut existing construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original manufacturer, supplier, or fabricator as applicable.
 - 1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots as small as possible, neatly to size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
 - 2. Existing Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
 - 3. Concrete and Masonry: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.

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4. Excavating and Backfilling: Comply with requirements in applicable Division 2 Sections where required by cutting and patching operations.
 5. Water Supply, Sprinkler, Fire Alarm, Gas, Electrical, and Other Services: Cut off pipe or conduit to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting.
 6. Proceed with patching after construction operations requiring cutting are complete.
- C. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other Work. Patch with durable seams that are as invisible as possible. Provide materials and comply with installation requirements specified in other Sections of Contract Specifications or specifications of other related Project work.
1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate integrity of installation.
 2. Exposed Finishes:
 - a. Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing.
 - b. Patched areas within existing painted surfaces shall be primed and entire surface within adjoining perpendicular elements shall be re-painted.

END OF SECTION 01731

SECTION 01770 - CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:

1. Inspection procedures for completion.
2. Warranties.
3. Final cleaning including adjacent areas affected by work and areas used for Contractor's staging.

- B. Related Sections include the following:

1. Division 1 Section 01290 "Payment Procedures" for requirements for Applications for Payment for Substantial and Final Completion.
2. Division 1 Section 01700 "Execution Requirements" for progress cleaning of Project related site areas.
3. Division 1 Section 01781 "Project Record Documents" for submitting Record Drawings, Record Specifications, and Record Product Data.
4. See other Project Manual documents and Sections with specific closeout and special cleaning requirements for products and systems of those Sections.

1.3 SUBSTANTIAL COMPLETION

- A. Preliminary Procedures: Before requesting inspection for determining date of Substantial Completion, complete the following. If any listed items below are incomplete at time of inspection request, state justification. If justification is not acceptable to Owner, inspection may be delayed until items listed are complete.

1. Prepare a list of items to be completed and corrected (punch list), the value of items on the list, and reasons why the Work is not complete.
2. Advise Owner of pending insurance changeover requirements.
3. Submit specific warranties, workmanship bonds, final certifications, and similar documents.
4. Obtain and submit releases permitting Owner unrestricted use of the Work.
5. Prepare and submit Project Record Documents, damage or settlement surveys, property surveys, and similar final record information.
6. Deliver tools, spare parts, extra materials, and similar items to location designated by Construction Manager or Owner. Label with manufacturer's name and model number where applicable.
7. Terminate and remove temporary facilities from Project site, along with mockups, excess materials, equipment, construction tools, and similar elements.
8. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.
9. Complete final cleaning requirements, including touchup painting as applicable.
10. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.

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- B. Inspection: Submit a written request for inspection for Substantial Completion. On receipt of request, Architect and Construction Manager will either proceed with inspection or notify Contractor of known unfulfilled requirements. Architect will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Architect, that must be completed or corrected before certificate will be issued.
 - 1. Re-inspection: 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 Completion.

1.4 FINAL COMPLETION

- A. Preliminary Procedures: Before requesting final inspection for determining date of Final Completion, complete the following:
 - 1. Submit a final Application for Payment according to Division 1 Section 01290 "Payment Procedures".
 - 2. Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. The certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
 - 3. Submit pest-control final inspection report and warranty.
 - 4. Submit evidence of final, continuing, insurance coverage complying with insurance requirements.
- B. Inspection: Submit a written request for final inspection for acceptance. On receipt of request, Architect and Construction Manager will either proceed with inspection or notify Contractor of known unfulfilled requirements. Architect will prepare a final Certificate for Payment after inspection or will notify Contractor of items and/or construction that must be completed or corrected before certificate will be issued.
 - 1. Re-inspection: Request re-inspection when the Work identified in previous inspections as incomplete is completed or corrected.

1.5 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

- A. Preparation: Submit three (3) copies of list. Include identification of incomplete items and items needing correction. Include any areas disturbed by Contractor that are outside the limits of construction. Use CSI Form 14.1A included at the end of this Section or other forms/formats as directed by Owner.
 - 1. Organize list of work areas and/or systems in sequential or phased order to match construction schedule. Identify Construction Manager approved starting and ending locations.
 - 2. Further organize items applying to each sequential order or phase of work by major element.
 - 3. Include the following information at the top of each page:
 - a. Project name, Contract title and number.
 - b. Date.
 - c. Name of Architect and Construction Manager.
 - d. Name of Contractor.
 - e. Page number.

1.6 WARRANTIES

- A. Submittal Time: Submit written warranties on request of Architect for designated portions and/or items of the Work where commencement of warranties other than date of Substantial Completion is indicated.

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- B. Partial Occupancy: Submit properly executed warranties within **15** days of completion of designated portions of the Work that are completed and occupied or used by Owner during construction period by separate agreement with Contractor.
- C. Organize warranty documents into an orderly sequence based on the Table of Contents of the Project Manual.
 - 1. Bind warranties together with any required bonds in heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, of thickness as necessary to accommodate contents and size to receive 8-1/2-by-11-inch (115-by-280-mm) paper. Furnish with clear plastic sleeve on spine to hold label describing contents and with pockets inside covers to hold folded oversize sheets.
 - 2. Use heavy paper dividers with plastic-covered tabs for each separate warranty. Mark each tab to identify the contents for product or installation. Include a typed description of the product or installation with the name of the product and manufacturer and the name, address, and telephone number of Installer.
 - 3. Identify binder on the front and spine with the typed or printed title "WARRANTIES," Project name, Contract title and number, and name of Contractor. If multiple binders are required, identify each (ie: 2 of 3).
 - 4. Include a Title Page and Table of Contents.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer/producer or fabricator of the surface to be cleaned and that comply with Federal and local environmental and anti-pollution regulations. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

PART 3 - EXECUTION

3.1 FINAL CLEANING

- A. General: Provide final cleaning. Include areas on site used for Contractor's staging and areas adjacent to work affected by operations of this Contract.
 - 1. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
 - 2. Do not allow materials or cleaning agents to enter waters of Hudson River.
 - 3. Comply with written instructions of original manufacturer respective to material or item to be cleaned.
- B. Cleaning: Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a portion of Project. Comply also with requirements in other Sections of Contract Specifications related to a specific item or system.
 - 1. General:
 - a. Remove tools, construction equipment, machinery, and surplus material from Project site.
 - b. Leave areas of work on Project clean and ready for occupancy.

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2. Employ experienced workers or professional cleaners for final cleaning and complete the following as a minimum:
 - a. Clean Project site areas disturbed by construction activities of rubbish, waste material, litter, and other foreign substances.
 - b. Sweep paved areas and other horizontal surfaces broom clean. Remove petrochemical spills, stains, and other foreign deposits.
 - c. Clean exposed hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances.
 - d. Remove debris and surface dust from limited access spaces.
 - e. 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.
 - f. Comply with additional requirements in Section(s) of work specific to Contract.

- C. Comply with safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on Owner'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 STANDARD FORMS

1. Punch List, CSI Form 14.1A, 1996.
2. Certificate of Substantial Completion, AIA Document G704/CMA.

END OF SECTION 01770

SECTION 01781 - PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for preparing and submitting Project Record Documents including the following:
 - 1. Record Drawings.
 - 2. Record Product Data.
 - 3. Miscellaneous Record Submittals.
- B. Related Sections include the following:
 - 1. Division 1 Section 01770 "Closeout Procedures" for general closeout procedures.
 - 2. See other Project Manual documents and Sections with specific requirements for Project Record Documents of products and systems in those Sections.

1.3 SUBMITTALS

- A. Record Drawings: Comply with the following for Record Contract Drawings, Record Shop Drawings, and other Record Drawings prepared specifically for Project.
 - 1. Initial Submittal: Submit one (1) set of corrected Record Transparencies, one (1) set of plots from corrected Record CAD Drawings, and one (1) set of marked-up Record Prints. Construction Manager will initial and date each transparency, plot and mark whether general scope of changes, additional information recorded, and quality of drafting are acceptable. Construction Manager will return transparencies, plots, and prints for organizing into sets, printing, binding, and final submittal.
 - 2. Final Submittal: Submit one (1) set of marked-up Record Prints, one (1) set of Record CAD Drawing files, one (1) set of Record CAD Drawing plots, and three (3) copies printed from record plots. Plot and print each Drawing, whether or not changes and additional information were recorded.
 - a. Electronic Media: Submit Record Drawings on CD-ROM media.
 - 3. Record Shop Drawings shall indicate date, name, and approval action marked on latest submittal.
- B. Record Product Data: Submit one (1) copy of each approved Product Data submittal.

PART 2 - PRODUCTS

2.1 RECORD DRAWINGS

- A. Record Prints: Maintain on the site one (1) set of blue or black-line white prints of the Contract Drawings and latest Shop Drawings with Construction Manager's and Architects marked Action Stamp.
1. Preparation: 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. Mark Record Prints to show the actual fabrication and installation where installation varies from that shown originally. Include showing existing conditions in variance as applicable.
 - 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. Content: Types of items requiring marking include, but are not limited to, the following:
 - a. Dimensional changes to Contract Drawings.
 - b. Revisions to details shown on Contract Drawings.
 - c. Horizontal and vertical location of any underground, underwater, or other concealed conduit or utilities affected by the work.
 - d. Locations of concealed internal utilities.
 - e. Changes made by Change Order.
 - f. Details not on the original Contract Drawings.
 - g. Field records for variable and concealed conditions.
 - h. Record information on the Work that is shown only schematically.
 - i. Make notations of Alternate numbers, Change Order numbers, and similar identification, where applicable.
 3. Mark the Contract Drawings or Shop Drawings, whichever is most capable of showing actual physical conditions, completely and accurately. If Shop Drawings are marked, show cross-reference on the Contract Drawings.
 - a. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at the same location.
 - b. Mark important additional information that was either shown schematically or omitted from original Contract Drawings.
 4. Immediately before inspection for Certificate of Substantial Completion, review marked-up Record Prints with Construction Manager.
- B. Record CAD Drawings: When authorized after review of mark-up Record Prints, prepare a full set of corrected CAD Drawings of the Contract Drawings, as follows:
1. Electronic Format: Contractor shall use same CAD program, version, and operating system as the original Contract Drawings as approved by Construction Manager.
 2. Incorporate changes and additional information previously marked on Record Prints. Delete, redraw, and add details and notations where applicable.
 3. Refer instances of uncertainty to Architect through Construction Manager for resolution.
 4. Owner will furnish Contractor one set of plotted CAD Contract Drawing transparencies from Architect for use in recording information.

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- a. Owner and Architect make no representations as to the accuracy or completeness of CAD Drawings as they relate to the Contract Drawings.
 - b. CAD Software Program: The Contract Drawings will be made available by Owner in AutoCAD 2008 or later edition.
- C. Newly Prepared Record Drawings: Prepare new Drawings instead of preparing Record Drawings where Construction Manager determines that neither the original Contract Drawings nor Shop Drawings are suitable to show actual fabricated and installed condition.
1. New Drawings may be required when a Change Order is issued as a result of accepting an alternate, substitution, or other modification.
 2. Consult with Architect and Construction Manager for proper scale and scope of detailing and notations required to record the actual physical installation and its relation to other construction. Integrate newly prepared Record Drawings into Record Drawing sets; comply with procedures for formatting, organizing, copying, binding, and submitting.
- D. Format: Identify and date each Record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.
1. Record Prints: Organize Record Prints and newly prepared Record Drawings into manageable sets. Bind each set with durable paper cover sheets. Include identification on cover sheets.
 2. Record Transparencies: Organize into unbound sets matching Record Prints. Place transparencies in durable tube-type drawing containers with end caps. Mark end cap of each container with identification. If container does not include a complete set, identify Drawings included.
 3. Record CAD Drawings: Organize CAD information into separate electronic files that correspond to each sheet of the Contract Drawings. Name each file with the sheet identification. Include identification in each CAD file.
 4. Identification: As follows:
 - a. Project name.
 - b. Date.
 - c. Designation "PROJECT RECORD DRAWINGS."
 - d. Name of Architect and Construction Manager.
 - e. Name of Contractor, Contract title and number.

2.2 RECORD PRODUCT DATA

- A. Preparation: Mark Product Data to indicate the actual product used in fabrication and delivered for 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. Note related Change Orders, Record Drawings, and Product Data where applicable.

2.3 MISCELLANEOUS RECORD SUBMITTALS

- A. Assemble miscellaneous records required by other General Requirements and Specification Sections for miscellaneous record keeping and submittal in connection with actual performance of the Work. Bind or file miscellaneous records and identify each, ready for continued use and reference by Owner. Include the following in addition to other requirements of Contract Documents:
1. Tests and inspections.

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2. Surveys.
3. Mix records.
4. Inspections by authorities having jurisdiction.
5. Samples.

PART 3 - EXECUTION

3.1 RECORDING AND MAINTENANCE

- A. Recording: Maintain one (1) copy of each submittal during the construction period for Project 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 Contractor's field office separate and apart from the Contract Documents used for fabrication and construction operations. Do not use Project Record Documents for fabrication or construction purposes.
 1. Maintain Record Documents in good order and in a clean, dry, legible condition, protected from deterioration and loss.
 2. Provide access to Project Record Documents for Architect's and Construction Manager's reference during normal working hours.
 3. Disposal of Samples: Record Samples of materials and items of construction not otherwise indicated to be retained by Owner shall become the property of Contractor at completion of Contract.

END OF SECTION 01781

APPENDIX C
FEE AND COST SCHEDULE

PAYMENTS BASED UPON TASKS COMPLETED

The Contractor shall be paid pursuant to the Fee Schedule annexed hereto as Appendix C-1 plus “Reimbursable Expenses” in accordance with the Trust’s Reimbursable Policy set forth below in a total amount not to exceed \$_____. The Fee shall accrue and be paid as detailed below.

- (a) The maximum payment for each portion of the Services shall be the respective amounts set forth in the Fee Schedule. Interim payments shall be made to the Contractor in an amount equal to the percentage of completion of each portion of the tasks multiplied by the maximum payment for each task performed during the billing period plus Reimbursable Expenses.
- (b) The Contractor shall submit written requests for payment in a format determined by the Trust on or about the first (1st) day of each calendar month for Services actually performed during the immediately preceding calendar month (“**Payment Requisition**”). The Payment Requisition shall contain detailed monthly invoices that include a description of the Services performed, the percentage of completion for each task performed by the Contractor during the billing period, the amount of partial payment requested, Subcontractor costs incurred during the billing period, and any M/WBE, SDVOBs and Workforce Utilization Reports reporting requirements associated with Subcontractor payments. The Trust shall pay the Contractor within thirty (30) days of the submittal of the Payment Requisition except as provided in Subsection (d) below.
- (c) Each Payment Requisition submitted to the Trust by the Contractor shall constitute a representation that, except as specifically set forth in the Payment Requisition, as of the date of the Requisition, all representations and warranties made by the Contractor under the Contract are true, complete and accurate as if made as of the date of the submission of the Payment Requisition.
- (d) The Trust may withhold payment of a Payment Requisition, in whole or in part, to the extent necessary for the following reasons:
 - (i) Failure of the Contractor to make payments properly and promptly to its Subcontractors;
 - (ii) Failure of the Contractor to comply with M/WBE, SDVOB and Workforce Utilization Reports requirements;
 - (iii) For lien(s) filed in connection with Services, except where the lien(s) has been discharged by bond or otherwise;
 - (iv) Reasonable evidence that the Services cannot be completed due to the Contractor’s negligent performance for such Services; or
 - (v) The Contractor’s failure to perform in accordance with the terms of the Contract.

HUDSON RIVER PARK TRUST REIMBURSABLE POLICY

A. The Contractor must submit detailed documentation in support of the Contractor's request for reimbursement. All invoices and their accompanying documentation must be forwarded along with a completed copy of the attached sample INVOICE SUMMARY and a letter of transmittal as a part of the monthly application for payment to:

Hudson River Park Trust
Project Management Field Office
353 West Street, Pier 40 - 2nd Floor
New York, New York 10014

Invoices should be submitted monthly and include the Trust's contract and project numbers, if any. The Contractor should also include federal identification number with the first invoice.

B. Out-of-pocket expenses should be delineated on any invoices by general category. The Contractor must submit supporting documentation for each individual expense category.

C. PRINTING / PHOTOGRAPHY.

- (a) Internal printing, photography, Xeroxing, blueprinting or other reprographic work in performance of the scope of services is not reimbursable.
- (b) Outside printing, photography, Xeroxing, blueprinting, or other reprographic work performed will be reimbursed **only to the extent work is specifically requested by the Trust in writing**, and at cost evidenced by a receipt.

D. TELEPHONE.

- (a) All phone calls are part of Contractor's overhead costs and are not reimbursable.
- (b) Calls between Contractor's office(s) and its employees are not reimbursable.

E. TRANSPORTATION. Only authorized out-of-town travel in connection with the Project is to be reimbursed in accordance with the Trust Schedule of Reimbursable Allowances below, and **only to the extent that the work is specifically requested by the Trust in writing** and as evidenced by a receipt.

F. LODGING. Hotel/motel costs in connection with authorized out-of-town travel are to be reimbursed in accordance with the Trust Schedule of Reimbursable Allowances and **only to the extent that the work is specifically requested by the Trust in writing** and as evidenced by a receipt.

G. OVERNIGHT DELIVERY, MESSENGER. All messenger and delivery costs associated with the performance of the scope of services are part of the Contractor's overhead costs and are not reimbursable. Deliveries between Contractor's office(s) and its employees are not reimbursable. All messenger and delivery costs associated with out of scope services shall be reimbursed at receipted cost of such service without any handling or other Contractor add-on fee and **only to the extent that such work is specifically requested by the Trust in writing.**

H. NON-REIMBURSABLES.

- (a) Flight insurance.
- (b) Valet Services.

- (c) Personal expenses of any type.
- (d) Delivery charges associated with delivery of Contractor payment vouchers.
- (e) Public transportation, personal vehicle, and/or taxi to any Trust office or meeting.
- (f) Parking or toll charges associated with travel to Trust offices or meetings.

I. EQUIPMENT AND SUPPLIES. All costs for equipment and supplies are part of the Contractor's overhead costs and are not reimbursable. **Where the Trust specifically requests** equipment or supplies not covered by the scope of services, the Contractor must supply the following detailed documentation:

- (a) Receipts of suppliers' invoices for costs of commodities, equipment and supplies, or other reimbursable items. Invoices must show quantity, description and price (less applicable discounts and purchasing agent's commission).
- (b) Title to all equipment purchased pursuant to the Contract is vested in the Trust. The Trust has the option of claiming any or all of such equipment.

J. NO REIMBURSEMENT FOR SALES TAX. The Trust is a public benefit Trust and as such is exempt from all sales taxes in New York State. The Trust will not reimburse the Contractor for sales or use taxes over ten dollars (\$10.00) incurred in connection with the Contract. If the Contractor purchases goods or services that involve sales or use taxes in excess of over ten dollars (\$10.00), the Contractor must, in advance of making such purchases, obtain a sales tax certification from the Trust so that no such taxes are incurred.

K. GENERAL.

- (a) All receipts must be legible. Illegible receipts will not be reimbursed.
- (b) Original receipts should be presented for reimbursement whenever possible.
- (c) At any time or times until three (3) years after completion of Contractor's services or earlier termination of the Contract by the Trust, the Trust may audit the vouchers and statements related to cost. Each payment theretofore made shall be subject to reduction for amounts included in the related voucher that are found on the basis of such audit to not constitute reimbursable costs. Any such payment may be reduced for overpayments or increased for underpayment, as the case may be.

**HUDSON RIVER PARK TRUST
SCHEDULE OF REIMBURSABLE ALLOWANCES**

I. LODGING

See:
<http://www.gsa.gov/portal/category/100120> for permissible allowances

II. TRANSPORTATION ALLOWANCES

A. PERSONAL CAR MILEAGE

\$.51 per mile; actual for trips, site visits, out-of-town meetings and to/from airport (not for travel to meetings in Manhattan and/or five boroughs of New York City).

B. CAR RENTAL

Actual

C. AIRLINE & OTHER PUBLIC TRANSPORTATION

Actual - evidenced by receipt.

E. TAXI FARES

Actual - evidenced by receipt.

APPENDIX C-1
FEE SCHEDULE

APPENDIX D
INSURANCE

a) Upon the execution date of the Contract or as of the date indicated in a “Notice to Proceed”, the Contractor shall provide the Trust with (i) Certificates of Insurance naming the Additional Insureds set forth below and, (ii) at the request of the Trust, the “Schedules of Forms and Endorsements” and copies of the Forms and Endorsements evidencing compliance with all coverage requirements contained in this Appendix D. Such certificates and Schedules of Forms and Endorsements shall be in form and substance acceptable to the Trust. Acceptance and/or approval of such certificates and/or Schedules of Forms and Endorsements and copies of the Forms and Endorsements by the Trust do not, and shall not, be construed to relieve the Contractor of any obligations, responsibilities or liabilities under this Appendix D.

b) All insurance required by this Appendix D shall include the following as “Additional Insured” if such coverage is available under such insurance policies: Hudson River Park Trust, the State of New York, the New York State Office of Parks, Recreation and Historic Preservation, the New York State Department of Environmental Conservation, the City of New York, and the New York City Department of Parks and Recreation. The Trust offices are located at Pier 40 - 353 West Street, Suite 201, New York, NY 10014 - Attn: Insurance Manager. The Additional Insured protection on the General Liability policy shall be provided on form CG 20 10 11 85 or its equivalent, or may be obtained through a combination of CG 20 10 07 04 and CG 20 37 07 04 or their equivalents. Additional Insured coverage must apply to direct and vicarious liability for both on-going and completed operations.

c) Contractor shall require that any subcontractors or sub-subcontractors that perform work for the Contractor under this Contract in a sub-contract amount of **Five Thousand Dollars (\$5,000)** or more carry insurance with the same limits and provisions provided herein unless otherwise approved by the Trust on a case-by-case basis. All subcontractor insurance policies must include ISO Endorsement CG 20 38 or its equivalent to ensure additional insured protection is afforded the Trust without regard to privity of contract.

d) Each insurance carrier must be rated at least “A-” Class “VII” in the most recently published A.M. Best’s Insurance Report. If, during the term of the policy, a carrier’s rating falls below “A-” Class “VII”, the insurance policy must be replaced no later than the renewal date of the policy with an insurer acceptable to the Trust and rated at least “A-” Class “VII” in the most recently published A.M. Best’s Insurance Report.

e) Contractor shall cause all insurance to be in full force and effect as of the execution date of the Contract , or as of the date indicated in a “Notice to Proceed” if issued by the Trust, and to remain in full force and effect throughout the Term of the Contract and as further required by this Appendix D . Contractor shall not take any action, or omit to take any action, that would suspend or invalidate any of the required coverages during the period of time such coverages are required to be in effect. Coverage shall:

1. Be primary and non-contributing to any insurance or self-insurance maintained by the Trust.

2. Be obtained at the sole cost and expense of Contractor or its respective subcontractor(s), and shall be maintained with insurance carriers authorized to do business in New York State and acceptable to the Trust.

3. Provide written notice to the Trust, at least thirty (30) days prior to the termination, cancellation or non-renewal or material alteration of such insurance policies; notice shall be sent, via express or certified mail to:

Hudson River Park Trust
Attn: Insurance Manager
353 West Street
Pier 40, Second Floor
New York, NY 10014

4. Be solely responsible for the payment of their respective deductibles and self-insured retentions to which such insurance policies are subject. Self-Insured Retentions may not exceed **Ten Thousand (\$10,000)** per claim unless otherwise approved by the Trust. General liability and umbrella/excess policies shall contain no deductibles in excess of **Ten Thousand Dollars (\$10,000)** per claim unless otherwise approved by the Trust.

f) Under no circumstances shall any insurance policies exclude coverage for claims that result from the imposition of New York Labor Law or for any Public Open Space or any portions of the premises used or for Public Access and Public Benefit Uses.

g) Upon the renewal date of any insurance policies, the Contractor shall supply the Trust with updated replacement proofs of coverage on Certificates of Insurance.

h) Contractor shall cause to be included in each of its insurance policies a waiver of the insurer's right of subrogation against the Trust and/or any Additional Insureds.

i) Contractor, throughout the Term of the Contract, or as otherwise required by this Appendix D, shall obtain and maintain in full force and effect, the following insurance with limits not less than those described below and as required by the terms of this Appendix D, or as required by law, whichever is greater (limits may be provided through a combination of endorsements, primary and umbrella/excess policies):

(1) Commercial General Liability Insurance with a limit of not less than **Two Million Dollars (\$2,000,000)** per occurrence. Such insurance shall be written on ISO Form CG 00 01 12 07 or substitute form providing equivalent coverage and shall cover liability arising from premises operations, independent contractors, products-completed operations, personal and advertising injury, cross liability coverage, blanket contractual liability (including tort liability of another assumed in a contract), extended bodily injury coverage, and damage to rented premises. If such insurance includes an aggregate limit, it shall apply separately on a per project or per location basis. If the Contractor's work includes construction activities of any kind, then the Contractor must include a completed Acord 855 NY form when providing evidence of insurance.

(2) **Comprehensive Business Automobile Liability Insurance** with a limit of not less than **One Million Dollars (\$1,000,000)** Combined Single Limit. Such insurance shall cover owned, leased, hired and non-owned automobiles; shall cover bodily injury, property damage and medical payments, and include uninsured and underinsured motorists' coverage.

(3) **Workers Compensation, Employers Liability and Disability Benefits Insurance** at statutory limits as applicable to the CONTRACTOR'S operations and required by law. Proof of Workers Compensation coverage must be presented on the NYS WCB C-105.2 or equivalent form; proof of Disability coverage must be provided on a DB-120.1 form.

- a. The NY State Workers Compensation Board guideline regarding these requirements is available at:

<http://www.wcb.ny.gov/content/main/forms/AllForms.jsp>

- b. If Exempt from Worker Compensation please refer to the following link and provide proof on the CE200 form issues by the NY State Workers Compensation Board:

http://www.wcb.ny.gov/content/ebiz/wc_db_exemptions/requestExemptionOverview.jsp

- c. If the Contractor is not a NY State based business, then the Contractor must provide a copy of its Workers' Compensation policy's Declarations Page to show that New York is listed in Part 3A and to confirm the policy provides statutory Employer's Liability coverage applicable in NYS.

(4) **Commercial Property Insurance** on the premises and Capital Installations protecting the Contractor and the Trust against loss of, or damage to, the premises and Capital Installations by fire and other risks of physical loss, or damage now or hereafter embraced by ISO "Special Form" or its equivalent, which shall be in the amount of the full replacement value of the damages to the premises and Capital Installations (without depreciation or obsolescence clause). Such insurance shall designate the Trust as a loss payee and Contractor as named insured.

(5) During the performance of any construction work, restoration or alteration, "**All Risk**" **Builder's Risk Insurance** written on a completed value (non-reporting) basis in an amount sufficient to prevent Contractor and the Trust from becoming coinsurers under provisions of applicable policies of insurance covering the perils insured under the ISO special causes of loss form extended coverage, including fire, vandalism, malicious mischief, collapse, water damage, and transit and theft of building materials, with deductible reasonably approved by the Trust, as well as during transit and at any off-site storage location intended for use with respect to the Site/Premises, naming the Trust and Contractor as their respective interests may appear. The policy shall cover the cost of removing debris, including demolition as may be legally necessary by the operation of any law, ordinance or regulation.

(6) If the work involves abatement, removal, repair, replacement, enclosure, encapsulation and/or disposal of any hazardous material or substance, the Contractor shall maintain in full force and effect throughout the term hereof, **Pollution Liability Insurance** with limits of not less than **One Million Dollars (\$1,000,000)**, providing coverage for bodily injury and property

damage, including loss of use of damaged property or of property that has not been physically damaged. Such policy shall provide coverage for actual, alleged or threatened emission, discharge, dispersal, seepage, release or escape of pollutants, including any loss, cost or expense incurred as a result of any cleanup of pollutants or in the investigation, settlement or defense of any claim, suit, or proceedings against the Trust arising from Contractor's work.

a. If coverage is written on a claims-made policy, the Contractor warrants that any applicable retroactive date precedes the effective date of the Contract; and that continuous coverage will be maintained, or an extended discovery period exercised, for a period of not less than two (2) years from the time work under the Contract is completed.

b. If the Contract includes disposal of materials from the job site, the Contractor must furnish the Trust with evidence of Pollution Legal Liability insurance, in an amount satisfactory to the Trust that is maintained by the disposal site operator for losses arising from the disposal site accepting waste under the Contract.

(7) If Contractor is providing or subcontracting professional services, Contractor shall certify that that the Contractor and/or its consultant(s) and subconsultant(s) maintain **Errors and Omissions Liability Insurance** with coverage of not less than **Two Million Dollars (\$2,000,000)** per claim and as an aggregate annual limit. Policy limits must be adequate to cover both the cost of defense and damages arising out of any resulting judgments and court costs.

a. Such insurance shall apply to professional errors, acts, or omissions arising out of the scope of services covered by the Contract.

b. If coverage is written on a claims-made policy, Contractor warrants that any applicable retroactive date precedes the effective date of the Contract; and that continuous coverage will be maintained, or an extended period exercised for not less than three (3) years and shall cover third party claims resulting from invasion of privacy, theft of data, data corruption and restoration.

The Trust and the Contractor shall cooperate in connection with the collection of any insurance proceeds that may be due in the event of loss, and each party shall execute and deliver such proofs of loss and other instruments that may be required for the purpose of obtaining the recovery of any such insurance proceeds. Contractor's obligations as set forth in this Appendix D shall survive the expiration or earlier termination of the Contract.

APPENDIX D-1
SAMPLE CERTIFICATE OF INSURANCE



NEW YORK CONSTRUCTION CERTIFICATE OF LIABILITY INSURANCE ADDENDUM

DATE (MM/DD/YYYY)

THIS ADDENDUM SUMMARIZES SOME OF THE POLICY PROVISIONS IN THE REFERENCED INSURANCE POLICIES AND IS ISSUED AS A MATTER OF INFORMATION ONLY; IT CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. ALL TERMS, EXCLUSIONS AND CONDITIONS IN THE ACTUAL POLICY SHOULD BE CONSULTED FOR A MORE DETAILED ANALYSIS OF COVERAGE, AS THIS ADDENDUM DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES.

AGENCY Cool Insuring Agency, Inc.		NAMED INSURED(S)	
POLICY NUMBER	EFFECTIVE DATE	CARRIER	NAIC CODE

ADDENDUM INFORMATION CERTIFICATE NUMBER: _____ REVISION NUMBER: _____

A. Insurer

- Admitted / authorized
- Excess line or free trade zone

B. General Liability (GL) policy form

- ISO / ISO modified
- Other

C. Specific operations excluded or restricted (GL policy)

- Location: _____
- Type of construction: _____
- Building height: _____
- Classifications [see attached declarations / endorsement]
- Designated work [see attached endorsement]

D. Additional insured endorsement (GL policy)

- CG 20 10 CG 20 26 CG 20 32 CG 20 33 CG 20 37 CG 20 38
- Other: #: _____ Title: _____

E. According to the terms of this GL policy, the additional insured has primary and noncontributory coverage

- Yes No and no other option is available with this insurer

F. Additional insured will receive advance notice if insurer cancels (GL policy)

- Yes No and no other option is available with this insurer

G. Blanket contractual liability located in the "insured contract" definition (Section V, Number 9, Item f. in the ISO CGL policy) is removed or restricted

- Yes and no other option is available with this insurer No changes made

H. "Insured contract" exception to the employers liability exclusion is removed or modified (GL policy)

- Yes and no other option is available with this insurer No changes made

I. GL policy (including endorsements) does not cover the additional insured for claims involving injury to employees of the named insured or subcontractors (not workers' compensation)

- Yes and no other option is available with this insurer No changes made

J. Earth movement, excavation or explosion / collapse / underground property damage is excluded or restricted (GL policy)

Yes and no other option is available with this insurer No changes made

K. Insured vs. insured suits (cross liability in the ISO CGL policy) are excluded or restricted (other than named insured vs. named insured)

Yes and no other option is available with this insurer No changes made

L. Property damage to work performed by subcontractors (exception to the "damage to your work" exclusion in the ISO CGL policy) is excluded or restricted

Yes and no other option is available with this insurer No changes made

M. Excess / umbrella policy is primary and non-contributory for additional insureds

Yes, by specific policy provision Yes, by endorsement No and no other option is available with this insurer

AUTHORIZED REPRESENTATIVE SIGNATURE

DATE (MM/DD/YYYY)

APPENDIX E

M/WBE REQUIREMENTS

PARTICIPATION BY MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES: REQUIREMENTS AND PROCEDURES

I. General Provisions

- A.** The Hudson River Park Trust (“Trust”) is required to implement the provisions of New York State Executive Law Article 15-A and Parts 140-145 of Title 5 of the New York Codes, Rules and Regulations (“NYCRR”) for all State contracts, as defined therein, with a value (1) in excess of \$25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of \$100,000 for real property renovations and construction.
- B.** The contractor/consultant to the subject contract (the “Contractor” and the “Contract,” respectively) agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to the Trust, to fully comply and cooperate with the Trust in the implementation of New York State Executive Law Article 15-A and the regulations promulgated thereunder. These requirements include equal employment opportunities for minority group members and women (“EEO”) and contracting opportunities for New York State-certified minority and women-owned business enterprises (“MWBEs”). The Contractor’s demonstration of “good faith efforts” pursuant to 5 NYCRR § 142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the “Human Rights Law”) and other applicable federal, state, and local laws.
- C.** Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, non-responsibility and/or a breach of contract, leading to the assessment of liquidated damages pursuant to Section VII of this Appendix and such other remedies are available to the Trust pursuant to the Contract and applicable law.

II. Contract Goals

- A.** For purposes of this emergency Contract, there is no M/WBE participation goal for the Contract; however, non-M/WBE contractors are encouraged to use M/WBEs for any subcontracting opportunities. M/WBE contractors are encouraged to participate in this RFP.
- B.** For purposes of providing meaningful participation by MWBEs on the Contract established in Section II-A hereof, the Contractor should reference the directory of MWBEs at the following internet address: <https://ny.newnycontracts.com>.

Additionally, the Contractor is encouraged to contact the Division of Minority and Women’s Business Development at (212) 803-2414 to discuss additional methods of maximizing participation by MWBEs on the Contract.

- C.** The Contractor understands that only sums paid to MWBEs for the performance of a commercially useful function, as that term is defined in 5 NYCRR § 140.1, may be applied towards the achievement of the applicable MWBE participation goal. **FOR CONSTRUCTION CONTRACTS** – The portion of a contract with an MWBE serving as a supplier that shall be

deemed to represent the commercially useful function performed by the MWBE shall be sixty percent (60%) of the total value of the contract. The portion of a contract with an MWBE serving as a broker that shall be deemed to represent the commercially useful function performed by the MWBE shall be the monetary value for fees, or the markup percentage, charged by the MWBE. FOR ALL OTHER CONTRACTS - The portion of a contract with an MWBE serving as a broker that shall be deemed to represent the commercially useful function performed by the MWBE shall be twenty five percent (25%) of the total value of the contract.

- D.** The Contractor must document “good faith efforts,” pursuant to 5 NYCRR § 142.8, to provide meaningful participation by MWBEs as subcontractors and suppliers in the performance of the Contract. Such documentation shall include, but not necessarily be limited to:
1. Evidence of outreach to MWBEs;
 2. Any responses by MWBEs to the Contractor’s outreach;
 3. Copies of advertisements for participation by MWBEs in appropriate general circulation, trade, and minority or women-oriented publications;
 4. The dates of attendance at any pre-bid, pre-award, or other meetings, if any, scheduled by the Trust with MWBEs; and,
 5. Information describing specific steps undertaken by the Contractor to reasonably structure the Contract scope of work to maximize opportunities for MWBE participation.

III. Equal Employment Opportunity (“EEO”)

- A.** The provisions of Article 15-A of the Executive Law and the rules and regulations promulgated thereunder pertaining to equal employment opportunities for minority group members and women shall apply to the Contract.
- B.** In performing the Contract, the Contractor shall:
1. Ensure that each contractor and subcontractor performing work on the Contract shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.
 2. The Contractor shall submit an EEO policy statement to the Trust within seventy-two (72) hours after the date of the notice by the Trust to award the Contract to the Contractor.
 3. If the Contractor, or any of its subcontractors, does not have an existing EEO policy statement, the Trust may require the Contractor or subcontractor to adopt a model statement (see Equal Employment Opportunity Policy Statement attached hereto).
 4. The Contractor’s EEO policy statement shall include the following language:
 - a. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability, or marital status, will undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force.
 - b. The Contractor shall state in all solicitations or advertisements for employees that, in the performance of the contract, all qualified applicants will be afforded equal employment

opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

- c. The Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative will not discriminate on the basis of race, creed, color, national origin, sex age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.
- d. The Contractor will include the provisions of Subdivisions (a) through (c) of this Subsection 4 and Paragraph "E" of this Section III, which provides for relevant provisions of the Human Rights Law, in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the Contract.

[PLEASE NOTE THAT THIS REQUIREMENT "C" IS ONLY APPLICABLE WHERE A STATE THE TRUST EXPECTS TO ENTER INTO A STATE CONTRACT WITH A TOTAL EXPENDITURE IN EXCESS OF \$250,000. NOTE: THIS LANGUAGE SHOULD BE DELETED FROM THE FINAL CONTRACT]

C. Form ____ - Staffing Plan

To ensure compliance with this Section, the Contractor shall submit a staffing plan to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and Federal occupational categories. The Contractor shall complete the staffing plan form and submit it as part of their bid or proposal or within a reasonable time, as directed by the Trust.

D. Form ____ - Workforce Utilization Report

1. The Contractor shall submit a Workforce Utilization Report, and shall require each of its subcontractors to submit a Workforce Utilization Report, in such form as shall be required by the Trust on a monthly basis for construction contracts and on a quarterly basis for all other contracts during the term of the Contract.
2. Separate forms shall be completed by the Contractor and any subcontractors.

E. The Contractor shall comply with the provisions of the Human Rights Law, and all other State and Federal statutory and constitutional non-discrimination provisions. The Contractor and its subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

IV. MWBE Utilization Plan

A. The Contractor represents and warrants that the Contractor has submitted an MWBE Utilization Plan, or shall submit an MWBE Utilization Plan at such time as shall be required by the Trust, through the New York State Contract System ("NYSCS"), which can be viewed at <https://ny.newnycontracts.com>, provided however, that the Contractor may arrange to provide

such evidence via a non-electronic method to the Trust, either prior to, or at the time of, the execution of the Contract.

- B. The Contractor agrees to adhere to such MWBE Utilization Plan in the performance of the Contract.
- C. The Contractor further agrees that failure to submit and/or adhere to such MWBE Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, the Trust shall be entitled to any remedy provided herein, including but not limited to, a finding that the Contractor is non-responsive.

V. Waivers

- A. If the Contractor, after making good faith efforts, is unable to achieve the MWBE Contract Goals stated herein, the Contractor may submit a request for a waiver through the NYSCS, or a non-electronic method provided by the Trust. Such waiver request must be supported by evidence of the Contractor's good faith efforts to achieve the maximum feasible MWBE participation towards the applicable MWBE Contract Goals. If the documentation included with the waiver request is complete, the Trust shall evaluate the request and issue a written notice of approval or denial within twenty (20) business days of receipt.
- B. If the Trust, upon review of the MWBE Utilization Plan, quarterly MWBE Contractor Compliance Reports described in Section VI, or any other relevant information, determines that the Contractor is failing or refusing to comply with the MWBE Contract Goals, and no waiver has been issued in regards to such non-compliance, the Trust may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.

VI. Quarterly MWBE Contractor Compliance Report

The Contractor is required to submit a quarterly MWBE Contractor Compliance Report through the NYSCS, provided however, that the Contractor may arrange to provide such report via a non-electronic method to the Trust by the 10th day following the end of each quarter during the term of the Contract.

VII. Liquidated Damages - MWBE Participation

- A. Where the Trust determines that the Contractor is not in compliance with the requirements of this Appendix and the Contractor refuses to comply with such requirements, or if the Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals, the Contractor shall be obligated to pay to the Trust liquidated damages.
- B. Such liquidated damages shall be calculated as an amount equaling the difference between:
 - 1. All sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and
 - 2. All sums actually paid to MWBEs for work performed or materials supplied under the Contract.
- C. In the event a determination has been made which requires the payment of liquidated damages and such identified sums have not been withheld by the Trust, the Contractor shall pay such liquidated damages to the Trust within sixty (60) days after they are assessed; provided however,

that if the Contractor has filed a complaint with the Director of the Division of Minority and Women's Business Development pursuant to 5 NYCRR § 142.12, liquidated damages shall be payable only in the event of a determination adverse to the Contractor following the complaint process.

**MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES – EQUAL
EMPLOYMENT OPPORTUNITY POLICY STATEMENT**

M/WBE AND EEO POLICY STATEMENT

I, _____, the (awardee/contractor)_____ agree to adopt the following policies with respect to the project being developed or services rendered at _____

M/WBE

This organization will and will cause its contractors and subcontractors to take good faith actions to achieve the M/WBE contract participations goals set by the State for that area in which the State-funded project is located, by taking the following steps:

- (1) Actively and affirmatively solicit bids for contracts and subcontracts from qualified State certified MBEs or WBEs, including solicitations to M/WBE contractor associations.
- (2) Request a list of State-certified M/WBEs from the Trust and solicit bids from them directly.
- (3) Ensure that plans, specifications, request for proposals and other documents used to secure bids will be made available in sufficient time for review by prospective M/WBEs.
- (4) Where feasible, divide the work into smaller portions to enhanced participations by M/WBEs and encourage the formation of joint venture and other partnerships among M/WBE contractors to enhance their participation.
- (5) Document and maintain records of bid solicitation, including those to M/WBEs and the results thereof. The Contractor will also maintain records of actions that its subcontractors have taken toward meeting M/WBE contract participation goals.
- (6) Ensure that progress payments to M/WBEs are made on a timely basis so that undue financial hardship is avoided, and that, if legally permissible, bonding and other credit requirements are waived or appropriate alternatives developed to encourage M/WBE participation.

EEO

- (a) This organization will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing programs of affirmative action to ensure that minority group members are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on state contracts.
- (b) This organization shall state in all solicitation or advertisements for employees that in the performance of the State contract all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex disability or marital status.
- (c) At the request of the contracting agency, this organization shall request each employment agency, labor union, or authorized representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of this organization's obligations herein.
- (d) The Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. The Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

(e) This organization will include the provisions of sections (a) through (d) of this agreement in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the State contract.

Agreed to this _____ day of _____, 2_____

By _____

Print: _____ Title: _____

_____ is designated as the Minority Business Enterprise Liaison
(Name of Designated Liaison)

responsible for administering the Minority and Women-Owned Business Enterprises- Equal Employment Opportunity (M/WBE-EEO) program.

M/WBE Contract Goals

_____percent Minority and Women’s Business Enterprise Participation

_____percent Minority Business Enterprise Participation

_____percent Women’s Business Enterprise Participation

(Authorized Representative)

Title: _____

Date: _____

APPENDIX E-1

COMPLIANCE WITH THE STATE UTILIZATION MANAGEMENT PROGRAM

I. Background

- A. The NYSCS manages the State Utilization Management Program (“SUMP”) to track the advertising, reporting and compliance of MWBE contracts. All contracts involving the purchase of commodities/services greater than \$25,000 and construction contracts greater than \$100,000 must be entered and tracked through SUMP. The MWBEs utilization goal is applicable to subcontracted services, materials, equipment and supplies.
- B. Awardees must register and create a SUMP account to submit their MWBE utilization plan, request subcontractors (if required), record payments to subcontractors, and communicate with the Trust’s project manager throughout the term of the contract.
- B. An awardee may utilize SUMP for the outreach of prospective MWBE subcontractors or to obtain a list of certified MWBE subcontractors that specialize in specific trades.
- C. Upon contract award, an awardee must enter its MWBE utilization plan into SUMP. The awardee may contact the Trust and arrange to meet with a Trust representative at the Trust offices where the awardee will log into SUMP and the Trust representative will manually enter the awardee’s approved utilization plan into SUMP. The awardee will be solely responsible for the information and M/WBE commitments identified in the utilization plan.
- D. As a condition precedent to contract execution, the awardee must provide the Trust with: (a) documentation that it will meet the 30% MWBE participation goal or (b) appropriate backup and good faith efforts documented to support the grant of an MWBE waiver. The Trust will apply for this waiver on behalf of the awardee; however, the awardee is responsible for justifying the waiver exception and maintaining the approved participation goal. Acceptable documentation to support the granting of a waiver includes: a SUMP Vendor List with view log and outreach statistics; relevant supporting documentation justifying the “good faith efforts” made to comply with the contract MWBE goals, which may include fax or email solicitations and explicit responses, or documentation that a targeted firm is no longer doing business.
- E. The Trust will provide assistance to awardees with regards to the MWBE program in general and the processing of information into SUMP.

II. Compliance Reporting

- A. Prior to the commencement of contract services, the awardee must provide the Trust with a material purchase order, copy of a subcontract, or a letter from each MWBE subcontractor confirming an award (or negotiations of an award) of a subcontract.

- B. SUMP utilizes a “Total Dollar Value Utilization Report” to track MWBE participation throughout the term of the contract. The Total Dollar Value Utilization Report must be updated and submitted with each payment made by the Trust to the awardee. Payments should indicate the dollar amount of payments made to MWBEs and include cancelled checks or signed waivers from MWBE subcontractors for each payment period of reported activity. The awardee’s failure to update the report, or provide appropriate backup, may be result in a non-compliance determination. The Trust will provide the awardee appropriate training and support to facilitate the awardee’s performance of these tasks. Alternatively, the Trust may, on behalf of the awardee, enter the payment information into SUMP.
- C. The Trust may notify subcontractors of payments made by the Trust to the awardee or seek confirmation of payments that awardee claims to have made to MWBE subcontractors.
- D. New subcontractors may be added during the term of the contract, as required. If the MWBE percentage goal is reduced during the term of a contract (by a reduction in scope or by the removal of an MWBE subcontractor), the awardee must either replace that MWBE with a similar MWBE or seek a waiver as provided in Section I.D above.

III. Contract Closeout

Prior to contract closeout, the awardee must supply the Trust with final lien waivers from each subcontractor that supplied goods and/or services for the project. The dollar amounts indicated on each “MWBE Waiver and Lien Release” (supplied by the Trust) must meet or exceed the projected participation goal indicated on the most recently approved MWBE utilization plan; otherwise, the awardee must seek a waiver as provided in Section I.D. above.

APPENDIX F
SDVOB REQUIREMENTS

SDVOB NO GOALS

PARTICIPATION OPPORTUNITIES FOR NEW YORK STATE CERTIFIED SERVICE-DISABLED VETERAN-OWNED BUSINESSES

Article 17-B of the New York State Executive Law provides for more meaningful participation in public procurement by certified Service-Disabled Veteran-Owned Businesses (“SDVOBs”); thereby further integrating such businesses into New York State’s economy. The Trust recognizes the need to promote the employment of service-disabled veterans and to ensure that certified service-disabled veteran-owned businesses have opportunities for maximum feasible participation in the performance of the Trust contracts.

In recognition of the service and sacrifices made by service-disabled veterans and in recognition of their economic activity in doing business in New York State, Bidders/Contractors are strongly encouraged and expected to consider SDVOBs in the fulfillment of the requirements of the Contract. Such participation may be as subcontractors or suppliers, as protégés, or in other partnering or supporting roles.

For purposes of this procurement, the Trust conducted a comprehensive search and determined that the Contract does not offer sufficient opportunities to set specific goals for participation by SDVOBs as subcontractors, service providers, and suppliers to Contractor. Nevertheless, Bidder/Contractor is encouraged to make good faith efforts to promote and assist in the participation of SDVOBs on the Contract for the provision of services and materials. The directory of New York State Certified SDVOBs can be viewed at: <http://ogs.ny.gov/Core/SDVOBA.asp>

Bidder/Contractor is encouraged to contact the Office of General Services’ Division of Service-Disabled Veteran’s Business Development at 518-474-2015 or VeteransDevelopment@ogs.ny.gov to discuss methods of maximizing participation by SDVOBs on the Contract.