



**REQUEST FOR PROPOSALS
FOR
PARKWIDE UNIT PAVEMENT
RESTORATION**

CONTRACT NO. M4979

**RFP Issued: April 23, 2019
Submission Deadline: May 15, 2019**

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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 Work 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 Work. The Contractor(s) shall be experienced in all aspects of the Work. The Contractor(s) will commence the Work 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:** Parkwide Unit Pavement Restoration

2.2.1.2 **The Project Site:** Parkwide

2.2.1.3 **Type of Services:** Stone and unit paving restoration (the “**Work**”), 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:** Masons, Paving contractors

2.2.2.2 **Minimum Experience Required:** The Contractor shall have at least 5 years' experience in stone and paving restoration.

2.2.3 **Contract Information**

2.2.3.1 **Anticipated Contract Date:** June 1, 2019

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

2.2.3.3 **Work Schedule:** Work must be completed within six (6) month from Notice to Proceed

2.2.3.4 **Maximum Contract Price:** Not to Exceed \$250,000

2.2.4 **Questions Regarding RFP**

2.2.4.1 **Question/Clarification Deadline:**

(i) **Date:** May 1, 2019

(ii) **Time:** 5:00 pm

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:** May 7, 2019

2.2.4.4 **Answers to Questions Available at** www.hudsonriverpark.org (the "Website")

2.2.5 **Optional Pre-Proposal Meeting:** None

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 Parkwide Pavement Unit Restoration"

2.2.6.1.2 **One for Prices Only:** "Proposal for Parkwide Pavement Unit Restoration"

2.2.6.2 **Number of Sets of Proposals to be submitted:** Three hardcopies and one (1) electronic copy on USB or CD

2.2.6.3 **Submission Deadline:**

(i) **Date:** May 15, 2019

(ii) **Time:** 3:00 pm

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

2.2.6.5 **Submit to the following Recipient:**

Sean Singh, Capital Contract Administrator

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: Sean Singh

2.2.6.7 **Recipient's E-mail address:** M4979RFP@hrpt.ny.gov

2.2.7 **M/WBE Participation Goal** 30%

2.2.8 **SDVOB Participation Goal** 6%

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

- 30% 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 specific experience of the proposed team in executing unit paving work
- 40% The proposed fee and cost schedules.
- 10% The respondent's proposed plans for encouraging participation by minority and women-owned business enterprises in connection with the Services, as provided in the respondent's Diversity Practices Questionnaire and Subcontractor Utilization Plan.

If you have a physical disability and cannot deliver your proposal as provided in this RFP, please contact Sean Singh at (212) 627-2020 or email M4979RFP@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 may 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 (Disclosure of Prior Non-Responsibility Form), Exhibit 5 (Non-Collusion Form), Exhibit 6 (Iran Divestment Form) and Exhibit 7 (M/WBE, SDVOB and EO No. 177 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.

3.1.4 In addition to the three hard copies, one electronic copy of the materials required above must also be provided (i.e., on a CD, flash drive, memory stick) and placed in the same Envelope #1.

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. The submission shall include three hard copies and one electronic copy (i.e., on a CD, flash drive, memory stick).

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.
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PART II REQUIREMENTS

1. SERVICES TO BE PERFORMED AND WORK PRODUCT

The selected 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 by the Trust, 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>, 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 solicitation, the Trust hereby establishes an overall combined goal of thirty percent (30%) for MWBE participation. The Contractor 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. 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.

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.

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. A Subcontractor Utilization Plan with their proposal. If Respondent’s proposed Subcontractor Utilization Plan provides for less than the stated goal in the RFP, respondents must also submit an Application for Waiver of MWBE Participation Goals in support of the proposed goal. Any modifications or changes to an accepted Subcontractor Utilization Plan after the Contract award and during the term of the Contract must be reported on a revised Subcontractor Utilization Plan and submitted to the Trust for review and approval. The Trust will review the submitted Subcontractor Utilization Plan and advise the respondent of the Trust acceptance or issue a notice of deficiency within thirty (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 of notification from the Trust, additional information to cure the noted deficiency. Failure to cure noted deficiency in a timely manner may be grounds for disqualification of the 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 a Subcontractor 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 MWBE identified within its Subcontractor 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 monthly Subcontractor Utilization Plan to the Trust.

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”)

Detach and use this form. Submit all 12 pages

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 Price Proposal, all of the Work set forth in the Scope of Work 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 Price Proposal. The Price Proposal, 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 all issued addenda, the Contract Draft and the Scope of Work, 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 Work.
- (c) That the Respondent will sign and submit the Contract with Bonds and other documents required by the Bidding Requirements within five days after the Execution of the Contract;
- (d) That the Respondent has correlated the information known to the Respondent, information and observations obtained from visits to the site, reports and drawings identified in the Scope of Work Documents and Reference Documents and additional examinations, investigations, explorations, tests, studies, and data with the Scope of Work and Reference Documents;
- (e) That the Respondent has received the following Addenda, receipt of which is hereby acknowledged

Date	Number
_____	_____
_____	_____

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. Submit a listing of the Contractor's experience (minimum 5 years) on similar projects, including the name, location, and construction cost of the projects (include projects within the NYC metropolitan area wherever possible). Include a description of unit paving experience.

- 2. Submit a detailed description and organizational chart with listing of the complete team (prime contractor or joint venture partners and/or Sub Contractor's) that you would commit to the project. Include a percentage analysis of sub-contracting versus Contactor's own forces to be used.

- 3. Submit resume / list of completed projects of Contractor’s Administrative and Supervisory Personnel assigned to the project including the “Project Manager” and Project Superintendent” as described in Division 1 Section 01310 “Project Management and Coordination”.

- 4. 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.

- 5. 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.

6. 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>

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

EXHIBIT 2
PRICE PROPOSAL

1. The Respondent shall complete and submit a Price Proposal in the form of the “Price Proposal” on the following page.
2. The submitted Price Proposal should cover all Work described in the RFP and the Contract Draft.
3. **PLEASE BE SURE THAT YOU SUBMIT YOUR PRICE PROPOSAL IN A SEPARATE ENVELOPE.**

(See Price Proposal on following page)

EXHIBIT 2
PRICE PROPOSAL

PROJECT IDENTIFICATION:
HUDSON RIVER PARK
PARKWIDE UNIT PAVER RESTORATION
CONTRACT No. M4979

PROPOSAL TO: Hudson River Park Trust
Project Management Field Office
353 West Street, Pier 40 – 2nd Floor
New York, NY 10014

PROPOSAL FROM: _____ (PROPOSER’s Name)
_____ (Address)

_____ (Telephone Number)

1. The undersigned PROPOSER agrees, if the PROPOSAL is accepted, to enter into an agreement with the OWNER, in the form included in the REQUEST FOR PROPOSAL Documents, to perform and furnish the Work as specified and indicated in the REQUEST FOR PROPOSAL Documents for the PROPOSAL Price and within the PROPOSAL Times indicated in this PROPOSAL and in accordance with the other terms and conditions of the Contract Documents.

2. In submitting this PROPOSAL, PROPOSER represents, as more fully set forth in the Contract, that:

- a. This PROPOSAL will remain subject to acceptance for 90 days after the day of PROPOSAL opening;
- b. The Owner reserves the right to reject this or any and all PROPOSALS;
- c. PROPOSER will sign and submit the Contract with Bonds and other documents required by the REQUEST FOR PROPOSAL Requirements within five days after the Execution of the Contract;
- d. PROPOSER has examined copies of the REQUEST FOR PROPOSAL Documents;
- e. PROPOSER has visited the site and become familiar with the general, local, and site conditions;
- f. PROPOSER is familiar with federal, state, and local laws, regulations, and permit requirements;
- g. PROPOSER has correlated the information known to the PROPOSER, information and observations obtained from visits to the site, reports and drawings identified in the REQUEST FOR PROPOSAL Documents and additional examinations, investigations, explorations, tests, studies, and data with the REQUEST FOR PROPOSAL Documents;
- h. The PROPOSAL is genuine and not made in the interest of or on behalf of an undisclosed person, firm or corporation and is not submitted in conformity with an agreement or rules of a group, association, organization, or corporation; PROPOSER has not directly or indirectly induced or solicited another PROPOSER to submit a false or sham

PROPOSAL; PROPOSER has not solicited or induced a person, firm, or corporation to refrain from REQUEST FOR PROPOSAL, and PROPOSER has not sought by collusion to obtain for itself an advantage over another PROPOSER or over OWNER.

- i. PROPOSER has received the following Addenda, receipt of which is hereby acknowledged;

Date	Number
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

- 3. PROPOSER acknowledges that the Work indicated by REQUEST FOR PROPOSAL Documents (REQUEST FOR PROPOSAL Requirements and proposed Contract Documents) with respect to the Parkwide Unit Paver Restoration (M4979) Work, is to be included in the Unit Prices included in the PRICE PROPOSAL.
- 4. PROPOSER shall complete the Work in accordance with the proposed Contract Documents for the following price(s):

The Owner reserves the right to award all or a portion of these individual unit costs as a part of the work:

A. Unit Prices

The following Unit Prices shall be proposed by PROPOSER. Unit Prices shall include all charges for labor, material, handling, delivering, storing, fabricating, restocking, fees, general expenses, insurance, labor burdens, tools, shop drawings, overhead, profit, and other costs related to the item.

PROPOSERS shall propose on each Unit Price item. Unit Prices listed in this PROPOSAL Form shall remain firm, without adjustment, throughout the duration of the Contract and any extension thereto for the items of Work described.

Schedule of Unit Prices: Unit Price proposals are requested and additionally described in Division 1 Section 01270 "Unit Prices" and related Contract Specification Sections.

Description

PROPOSAL Unit Price

<u>Item No.</u>	<u>Description</u>	<u>Unit Price</u>		
1	Remove and Reset Existing Esplanade Granite Paving Stone (2' x 3' x 2")	1	EA	\$
2	Remove and Replace with New, Owner-Provided, Esplanade Granite Paving Stone (2' x 3' x 2")	1	EA	\$
3	Remove and Replace with New, Contractor-Provided, Granite Esplanade Paving Stone (2' x 3' x 2")	1	EA	\$
4	Remove and Reset Existing Esplanade Bluestone Paving Stone	1	SF	\$
5	Remove and Replace with New, Owner-Provided, Esplanade Bluestone Paving Stone	1	SF	\$
6	Remove and Replace with New, Contractor-Provided, Bluestone Esplanade Paving Stone	1	SF	\$
7	Remove and Reset Existing Precast Concrete Paver (2' x 2' x 2 1/2")	1	EA	\$
8	Remove and Replace with New, Owner-Provided, Precast Concrete Paver (2' x 2' x 2 1/2")	1	EA	\$
9	Remove and Replace with New, Contractor-Provided, Precast Concrete Paver (2' x 2' x 2 1/2")	1	EA	\$

10	Remove and Reset Existing Precast Concrete Paver (1' x 2' x 2 1/2")	1	EA	\$
11	Remove and Replace with New, Owner-Provided, Precast Concrete Paver (1' x 2' x 2 1/2")	1	EA	\$
12	Remove and Replace with New, Contractor-Provided, Precast Concrete Paver (1' x 2' x 2 1/2")	1	EA	\$
13	Remove and Reset Existing Precast Concrete Paver (11 7/8' x 11 7/8' x 2 1/2")	1	EA	\$
14	Remove and Replace with New, Owner-Provided, Precast Concrete Paver (11 7/8' x 11 7/8' x 2 1/2")	1	EA	\$
15	Remove and Replace with New, Contractor-Provided, Precast Concrete Paver (11 7/8' x 11 7/8' x 2 1/2")	1	EA	\$
16	Remove and Reset Existing Hex Paver	1	EA	\$
17	Remove and Replace with New, Owner-Provided, Hex Paver	1	EA	\$
18	Remove and Replace with New, Contractor Provided, Hex Paver:	1	EA	\$
19	Remove and Reset Existing Granite Cobblestone	1	SF	\$
20	Remove and Replace with New, Owner-Provided, Granite Cobblestone	1	SF	\$
21	Remove and Replace with New, Contractor-Provided, Granite Cobblestone	1	SF	\$
22	Replace Sealant Joint Between Esplanade Paving Units	1	LF	\$
23	Replace Miscellaneous Sealant Joint (Horizontal 1/4" - 1/2" wide)	1	LF	\$
24	Replace Miscellaneous Sealant Joint (Vertical 1/4" - 1/2" wide)	1	LF	\$
25	Steel Tree Grate Modification	1	EA	\$

NOTE: The value of the Contract will not exceed \$250,000.00

NOTE: All prices are for work furnished, delivered and installed, measured in place of installation.

NOTE: Rates must include prevailing wage rates as applicable. Respondents are responsible for determining the appropriate applicable schedule and wages for the Work.

5. PROPOSER agrees that the Work will be Substantially Complete and ready for final payment in accordance with the Contract Conditions on or before the dates described in the Contract Documents.
6. SUPPLEMENTARY INFORMATION: Include the following supplementary information as an attachment to this PROPOSAL Form, which are to be accurately completed and must be submitted as a part of and condition of this PROPOSAL:
 1.
 - a. Subcontractor and Supplier Identification: Attach to PROPOSAL Form a list of subcontractors and suppliers for the portions of the Work not being performed directly by the Contractor. Please use Preliminary Subcontractors and Major Materials Suppliers Listing in the form of CSI Form 1.5A as per Division 1 Section 01330 "Submittal Procedures".
7. COMPLETION DATE(S)
 - a. The undersigned PROPOSER agrees to coordinate and expedite the Work and to substantially complete the Work:
 - 1) For Base Contract (M4979) Work: Before December 31, 2019.
 - b. Time shall be of the essence in the Contract. The time schedule for Substantial Completion of the Work identified herein will establish a Date of Completion in the Contract between Owner and Contractor.

SUBMITTED on _____, 2019

By _____ (SEAL)
(Firm Name)

(Signature)

(Name of Person Authorized to Sign)

Business Address: _____

Federal I.D. Number: _____

Telephone Number: _____

If the PROPOSER is a corporation, indicate officers, or if the PROPOSER is a firm, indicate members, or if PROPOSER is a partnership, indicate partners:

Name	Legal Residence
_____ President / Member / Partner	_____
_____ Vice President / Member / Partner	_____
_____ Secretary / Member / Partner	_____
_____ Treasurer / Member / Partner	_____

EXHIBIT 3
DOING BUSINESS DATA FORM

(SEPARATE ATTACHMENT)



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 4

DISCLOSURE OF NON-RESPONSIBILITY DETERMINATIONS FORM

(SEPARATE ATTACHMENT)



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 CERTIFICATION FORM
(SEPARATE ATTACHMENT)



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
(SEPARATE ATTACHMENT)



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, SDVOB and EO No. 177 FORMS**

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

Please note that these forms are available on the Website at <https://hudsonriverpark.org/about-us/bids-business-opportunities>.

M/WBE and SDVOB Waiver Application Forms are also available on the Website, if applicable.

Diversity Practices Questionnaire

I, _____, as _____ (title) of _____ company (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 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) were paid to New York State certified MBEs/WBEs 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 MBEs/WBEs as suppliers/contractors?¹

4. Does your Company provide technical training² to MBEs/WBEs? YES 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 MBEs/WBEs 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 M/WBE mentor-protégé program?
YES 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 MBEs/WBEs in its non-government procurements? YES 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 M/WBE supplier diversity program? YES NO

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

8. Does your Company plan to enter into partnering or subcontracting agreements with New York State certified MBEs/WBEs if selected as the successful Proposer? YES NO

If Yes, complete the attached Utilization Plan

¹ Do not include onsite project overhead.

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.



All information provided in connection with the Diversity Practices Questionnaire is subject to audit and any fraudulent statements are subject to criminal prosecution and debarment.

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 _____, 20 , 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

COMBINED PROPOSED SUBCONTRACTOR UTILIZATION PLAN



M4979 - 046

TO BE INCLUDED WITH ALL RFP and BID SUBMISSIONS

Contract # Project Description Project Location

Contractor: Contact Person Phone # E-Mail

<u>Prime Contractor NYS Certification Status</u>			<u>Contractor's Proposed Utilization Plan</u>	
	<u>Certification #</u>	<u>Approved Commodity Code(s)</u>		
MBE	<input type="text"/>	<input type="text"/>	MBE	0.0%
WBE	<input type="text"/>	<input type="text"/>	WBE	0.0%
SDVOB	<input type="text"/>	<input type="text"/>	Total M/WBE	0.0%
			SDVOB	0.0%

Subcontractors and/or Suppliers Breakout										
Company Name	City & State	Federal ID #:	SFS Vendor ID	Classification of Work to be Performed	Description of Work to be Performed	Commodity Code(s) for work to be Performed	Utilization Plan Designation	Anticipated Start Date	Anticipated Completion Date	Percentage of Total Contract Value
				Construction Services			WBE			

Pursuant to Executive Law Articles 15-A and 17-B, my firm will engage in good faith efforts to achieve the M/WBE and SDVOB 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 further understand that utilization of certified Minority and Women Business Enterprises and/or Service Disabled Veteran Owned Businesses for non-commercially useful functions may not be counted towards utilization of certified M/WBEs and SDVOB as identified in this utilization plan.

Contractor's Signature & Date

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.



**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



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

EXHIBIT 8
CONTRACT DRAFT

(SEPARATE ATTACHMENT)



DRAFT CONTRACT

PARKWIDE UNIT PAVEMENT RESTORATION

CONTRACT NO. M4979

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04852	Stone Assemblies
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CONTRACT NO. M4979
PARKWIDE UNIT PAVEMENT RESTORATION

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 Consultant 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. M4979

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

1.4 Commencement Date: Upon Notice to Proceed

1.5 Term: One (1) year

1.6 Maximum Contract Price:

1.7 Project: Parkwide Unit Pavement Restoration

1.8 M/WBE Participation Goal: __%, as provided in Appendix E

1.9 SDVOB Participation Goal: __%, as provided in Appendix F

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: Kevin Quinn, AIA, SVP

3.2 Notices to the Contractor:

[Insert Name of Contactor]
[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 In the event any conflict exists between the General Terms and Conditions (Part II) of the Contract and Appendices B, B-1 or B-2, the terms of the Appendices shall govern.

4.2 A Workforce Utilization Form 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 Workforce Utilization Form 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 Constructware. Article VII, Section 3 is amended to include the following: “The Contractor shall maintain its records and perform all project correspondence in accordance with the standards for project wide correspondence and document control using the Constructware system developed and maintained by the Trust. Standards shall apply to all written and electronic (e-mail) correspondence associated with all aspects of the project, including the development and maintenance of Computer Aided Design (CAD) document control system for all design submittals, engineering drawings, shop drawings and as-built information.”

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.

4.5 This Contract is subject to section 2879-a of the Public Authorities Law entitled, Comptroller Approval of Contracts.

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: _____
Madelyn Wils
President and CEO

By: _____
[Insert name of company officer]
[Insert title of company officer]

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

On this ____ day of _____, 2019 before me personally came Madelyn Wils to me known, who being duly sworn, did depose and say that he/she is the President and CEO 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 _____, 2019, 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, or should have known, 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.

- 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**

- 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.
- 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.
- 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.
- 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
(SEPARATE ATTACHMENT)

**HUDSON RIVER PARK - PARKWIDE
UNIT PAVEMENT RESTORATION**

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, Parkwide Unit Pavement Restoration Contract No. M4979.**

1. Project Location: The Project is located in the borough of Manhattan, New York, NY, within Hudson River Park. Paver work may be located anywhere within the confines of the park.
2. Owner: Hudson River Park Trust, Project Management Field Office, 353 West Street - Pier 40 – 2nd Floor, New York, NY 10014.

- B. Architect Identification: The Contract Documents were prepared for the Project by the Hudson River Park Trust, Project Management Field Office, 353 West Street, Pier 40 - 2nd Floor, New York, NY 10014.

- C. Construction Manager: {To be determined}, Project Management Field Office, 353 West Street – Pier 40 – 2nd Floor, New York, N.Y. 10014, will be engaged as Construction Manager 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 Contract consists of items summarized as follows:

1. Staging and mobilization related to and required by contract work. Contractor will not be directed to mobilize for less than \$35,000 in work.
2. Construction, establishment, and maintenance of temporary facilities, security and protection, and controls including but not limited to the following:
 - a. Include temporary power and lighting for Contractor’s own facilities, work on-site and other conditions indicated or required.
 - b. Provisions for on-site protection services including but not limited to site security / flag persons.
 - c. Establishment, maintenance and repair of temporary construction fencing, access gates, pedestrian steel barricades, etc., required for site security during construction and as needed for duration of Contract. Include relocation and/or disposal of temporary gates/fences, barricades, enclosures, etc., as directed and approved by the Construction Manager.
 - d. Maintenance and protection of existing finished paving, curbs, walls, gratings, utility structures, and other existing site features as directed and approved by Construction Manager.
 - e. Installation and maintenance of storage, stock piling, wash down, and other mobilization areas and other temporary facilities and controls required and/or specified.
3. Protection of existing structures, utilities, and features which are to remain, including the use of smaller sized equipment and delivery vehicles as a part of the implementation of the work.
4. Use of “buggies” or other smaller sized material delivery equipment within the park and on Route 9A bikeway.
5. Removal and salvage of existing site furnishings including but not limited to benches, bike racks, drinking fountain, and other misc. site items to allow for work.

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6. Unit Price Work, as itemized in the Price Proposal Form and Specification Section 01270 Unit Prices. Together with the Construction Manager, survey the park to mark exact locations of work and to determine exact type of repair / unit price detail to be executed.
7. Preparation of a work plan for each work area that identifies specific unit pavers to be replaced along with the method for replacement, and a corresponding Site Logistics Plan to be submitted to the Trust for approval.
8. Restoration and/or reinstallation of site furnishings and equipment, including but not limited to salvaged items, benches, etc.
9. Removal of temporary protections, facilities, and controls and final clean up except as otherwise indicated. Perform final clean up. Owner may retain certain portions of temporary site perimeter fencing/barriers at Contract completion as directed or otherwise indicated and approved by Construction Manager.

1.3 CONTRACTS

- A. Project Work of this Contract, will be performed and constructed as unit price work as further described in this Section and in other Contract Documents.
- B. 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

- A. The Work of this Contract shall be sequenced as follows:
 1. Initial coordination; scheduling; submittal of qualifications, shop drawings, product data 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 the Owner.
 - b. Comply with Submittal Schedule requirements and related list of first submittals specified in Division 1 Section 01320 "Construction Progress Documentation".
 - c. Mobilization shall be as directed by the Construction Manager and as approved by the Trust, and shall consist of practices and materials that are required, but are not part of the Contract Unit Price Work, such as materials and methods required to implement the Site Logistics Plan. Contractor will not be directed to mobilize for less than \$35,000 of work.
 2. Together with the Construction Manager, survey the park to mark locations of work, determine which unit pavers are to be replaced, and determine the specific type of repair. Develop a Site Logistics Plan for each work location, and submit to the Trust for review and approval.
 3. Installation of site security fencing, gates, barricades, and other protection measures per the approved Site Logistics Plan.
 4. Protect all existing ground utilities, light poles, seat walls, planters, and all other site elements within each work area.
 5. Complete all Contract Unit Price Work, including mobilization, and/or remobilization, as necessary.
 6. Remove all temporary facilities such that the finished park is suitable for Substantial Completion and for the purposes of Owner's uninterrupted beneficial use.

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UNIT PAVEMENT RESTORATION**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 "MasterFormat" 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.

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- 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 quality 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. Groups 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 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 demolition and construction 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. Site security enclosures and construction fencing and gates of the Upland Park perimeter will be as installed and further maintained by the Contractor.
 - a. 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 each contractor shall be as approved by Construction Manager.
 - 2. Limits applicable to Parkwide conditions, include the following:
 - a. Contractor shall not utilize the existing Route 9A bikeway / walkways for mobilization, material removals, deliveries, or parking.
 - 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 existing built portions of the park for mobilization, material removals, deliveries, or parking.
 - d. Contractor will be restricted from mobilizing vehicles and/or trailers that would be of such a weight or dimension that they would damage 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 all construction entrances and gates to the site at all times.
 - 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.

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- 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 work areas.
 - 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. Additional Limits:
- a. Contractor will be required to use “buggies” or other smaller sized fill material and/or concrete delivery equipment as approved by the Construction Manager as larger vehicles will not be allowed on the piers nor fit through barriers.
 - b. On-site parking for all contractors, subcontractors, and their personnel/workers in any area of Hudson River Park will not be allowed.
 - c. Deliveries of materials (including pick-up of rubbish, etc.) 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. 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 bulkheads, finished paving, railings, light fixtures and bollards, curbing, plantings, seating, concurrent work of other contractors etc. Repair damage to disturbed portions of existing site conditions caused by Contractor’s own construction operations.
- B. Conform to additional provisions of Article “Use of Premises” in Division 1 Section 01100 “Summary” and as may be otherwise 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.

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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. Proposal Requests, Owner-Initiated and Contractor-Initiated.
 - 4. Notice of Modification Proposed to Contract Documents (NOM).
 - 5. Construction Change Directives.
 - 6. Change Orders.

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.

1.5 PROPOSAL REQUESTS

- A. Owner-Initiated Proposal Requests: Construction Manager will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. Proposal Request will be on AIA Document G709 form. If necessary, the description will include supplemental or revised Drawings and Specifications.
 - 1. Proposal Requests issued by Construction Manager are for solicitation information only. Contractor shall not consider these proposal requests as instructions either to stop work in progress or to execute the proposed change.
 - 2. Within 7 days after receipt of Proposal Request, unless an extension of 7 days (total 14 days) is allowed by Construction Manager due to complexity of request, Contractor shall submit a

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quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.

- a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
 - b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 - c. Include proposed updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time
- B. Contractor-Initiated Proposals: If latent or unforeseen field condition or other condition appears to require a modification to the Contract, Contractor may propose a change by submitting a request for the change to Construction Manager.
1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
 2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
 3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 4. Include proposed updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
 5. Comply with requirements in Division 1 Section 01600 "Product Requirements", if the proposed change requires substitution of one product or system for product or system specified.
 6. Contractor-Initiated Proposal Requests shall be limited to a single subject / issue unless otherwise authorized by Construction Manager to cover multiple issues.
- C. Upon receipt of Contractor's responding quotation or a contractor-initiated proposal, Construction Manager will prepare and return a Notice of Modification (NOM) Form as specified in this Section. Completion of form will be based on information received or otherwise negotiated. Contractor shall return the NOM countersigned as a mutual acknowledgement of proposed change.

1.6 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.
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.

1.7 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.

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PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.1 ATTACHMENTS

A. Sample forms attached to this Section:

1. Request for Interpretation, CSI Form 13.2A
2. Notice of Modification Form
3. Change Order Form.

END OF SECTION 01250

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SECTION 01270 – UNIT PRICES

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 unit prices.

1.3 DEFINITIONS

- A. Unit price is an amount proposed by respondents, stated on the Price Proposal, as a price per unit of measurement for a defined scope of work.

1.4 PROCEDURES

- A. Unit Prices shall include all charges for labor, material, handling, delivering, storing, restocking, fees, temporary site protection, fabrication, general expenses, insurance, labor burdens, tools, shop drawings, overhead, profit, and other costs related to the item.
- B. Measurement and Payment: Payment will be made based on the actual quantity of each work type performed. The quantities of all items completed will be verified by the Construction Manager. The units for each type of work are defined in Part 3.1 of this section. The work will be measured in the place of installation.
- C. The Owner reserves the right to reject the Contractor's measurement of work-in-place that involves use of established unit prices, and to have this work measured, at the Contractor's expense, by an independent surveyor.
- D. List of Unit Prices: A list of unit prices is included in this Section. Specification Sections referenced contain requirements for materials described under each unit price.

PART 2 - PRODUCTS (Not Used)

PART 3 – EXECUTION

3.1 LIST OF UNIT PRICES

- A. Unit Price No. 1 – Remove and Reset Existing Esplanade Granite Paving Stone:
- Description: Remove and reset existing esplanade paving stones as per **Detail A and Specification Section 04852 Stone Assemblies**, inclusive of setting bed and sealant. Discard removed material.
 - Unit of Measurement: 1 EA (2' x 3' x 2" stone)

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- Description: Remove and replace with new, Owner-provided, esplanade paving stones as per detail **Detail A and Specification Section 04852 Stone Assemblies**, inclusive of setting bed and sealant. Discard removed material.
- Unit of Measurement: 1 EA (2' x 3' x 2" stone)

C. Unit Price No. 3 – Remove and Replace with New, Contractor-Provided, Granite Esplanade Paving Stone:

- Description: Remove and replace with new, Contractor-provided, esplanade paving stones as per detail **Detail A and Specification Section 04852 Stone Assemblies**, inclusive of setting bed and sealant. Discard removed material.
- Unit of Measurement: 1 EA (2' x 3' x 2" stone).

D. Unit Price No. 4 – Remove and Reset Existing Esplanade Bluestone Paving Stone:

- Description: Remove and reset existing esplanade paving stones as per detail **Detail A and Specification Section 04852 Stone Assemblies**, inclusive of setting bed and sealant. Discard removed material.
- Unit of Measurement: 1 SF

E. Unit Price No. 5 – Remove and Replace with New, Owner-Provided, Esplanade Bluestone Paving Stone:

- Description: Remove and replace with new, Owner-provided, esplanade paving stones as per detail **Detail A and Specification Section 04852 Stone Assemblies**, inclusive of setting bed and sealant. Discard removed material.
- Unit of Measurement: 1 SF

F. Unit Price No. 6 – Remove and Replace with New, Contractor-Provided, Bluestone Esplanade Paving Stone:

- Description: Remove and replace with new, Contractor-provided, esplanade paving stones as per detail **Detail A and Specification Section 04852 Stone Assemblies**, inclusive of setting bed and sealant. Discard removed material.
- Unit of Measurement: 1 SF.

G. Unit Price No. 7 – Remove and Reset Existing Precast Concrete Paver (2' x 2' x 2 1/2"):

- Description: Remove and reset existing precast concrete paver as per **Detail B and Specification Section 02780 Unit Pavers**, inclusive of setting bed and joint fillers. Discard removed material.
- Unit of Measurement: 1 EA (2' x 2' x 2 1/2")

H. Unit Price No. 8 – Remove and Replace with New, Owner-Provided, Precast Concrete Paver (2' x 2' x 2 1/2"):

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- Description: Remove and replace with new, Owner-provided, precast concrete paver as per **Detail B and Specification Section 02780 Unit Pavers**, inclusive of setting bed and joint fillers. Discard removed material.
 - Unit of Measurement: 1 EA (2' x 2' x 2 1/2")
- I. Unit Price No. 9 – Remove and Replace with New, Contractor-Provided, Precast Concrete Paver (2' x 2' x 2 1/2"):
- Description: Remove and replace with new, Contractor-provided, precast concrete paver as per **Detail B and Specification Section 02780 Unit Pavers**, inclusive of setting bed and joint fillers. Discard removed material.
 - Unit of Measurement: 1 EA (2' x 2' x 2 1/2").
 -
- J. Unit Price No. 10 – Remove and Reset Existing Precast Concrete Paver (1' x 2' x 2 1/2"):
- Description: Remove and replace with new, Contractor-provided, precast concrete paver as per **Detail B and Specification Section 02780 Unit Pavers**, inclusive of setting bed and joint fillers. Discard removed material.
 - Unit of Measurement: 1 EA (1' x 2' x 2 1/2").
- K. Unit Price No. 11 – Remove and Replace with New, Owner-Provided, Precast Concrete Paver (1' x 2' x 2 1/2"):
- Description: Remove and replace with new, Contractor-provided, precast concrete paver as per **Detail B and Specification Section 02780 Unit Pavers**, inclusive of setting bed and joint fillers. Discard removed material.
 - Unit of Measurement: 1 EA (1' x 2' x 2 1/2").
- L. Unit Price No. 12 – Remove and Replace with New, Contractor-Provided, Precast Concrete Paver (1' x 2' x 2 1/2"):
- Description: Remove and replace with new, Contractor-provided, precast concrete paver as per **Detail B and Specification Section 02780 Unit Pavers**, inclusive of setting bed and joint fillers. Discard removed material.
 - Unit of Measurement: 1 EA (1' x 2' x 2 1/2").
- M. Unit Price No. 13 – Remove and Reset Existing Precast Concrete Paver (11 7/8' x 11 7/8' x 2 1/2"):
- Description: Remove and reset existing precast concrete paver as per **Detail B and Specification Section 02780 Unit Pavers**, inclusive of setting bed and joint fillers. Discard removed material.
 - Unit of Measurement: 1 EA (11 7/8' x 11 7/8' x 2 1/2")

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- N. Unit Price No. 14 – Remove and Replace with New, Owner-Provided, Precast Concrete Paver (11 7/8' x 11 7/8' x 2 1/2''):
- Description: Remove and replace with new, Owner-provided, precast concrete paver as per **Detail B and Specification Section 02780 Unit Pavers**, inclusive of setting bed and joint fillers. Discard removed material.
 - Unit of Measurement: 1 EA (11 7/8' x 11 7/8' x 2 1/2'')
- O. Unit Price No. 15 – Remove and Replace with New, Contractor-Provided, Precast Concrete Paver (11 7/8' x 11 7/8' x 2 1/2''):
- Description: Remove and replace with new, Contractor-provided, precast concrete paver as per **Detail B and Specification Section 02780 Unit Pavers**, inclusive of setting bed and joint fillers. Discard removed material.
 - Unit of Measurement: 1 EA (11 7/8' x 11 7/8' x 2 1/2'').
- P. Unit Price No. 16 – Remove and Reset Existing Hex Paver:
- Description: Remove and reset existing hex paver as per **Detail C and Specification Section 02780 Unit Pavers**, inclusive of setting bed and joint fillers. Discard removed material.
 - Unit of Measurement: 1 EA
- Q. Unit Price No. 17 – Remove and Replace with New, Owner-Provided, Hex Paver:
- Description: Remove and replace with new, Owner-provided, hex paver as per **Detail C and Specification Section 02780 Unit Pavers**, inclusive of setting bed and joint fillers. Discard removed material.
 - Unit of Measurement: 1 EA
- R. Unit Price No. 18 – Remove and Replace with New, Contractor Provided, Hex Paver:
- Description: Remove and replace with new, Contractor-provided, hex paver as per **Detail C and Specification Section 02780 Unit Pavers**, inclusive of setting bed and joint fillers. Discard removed material.
 - Unit of Measurement: 1 EA.
- S. Unit Price No. 19 – Remove and Reset Existing Granite Cobblestone:
- Description: Remove and reset existing granite cobblestone as per **Detail D and Specification Section 02780 Unit Pavers**, inclusive of setting bed and joint fillers. Discard removed material.
 - Unit of Measurement: 1 SF
- T. Unit Price No. 20 – Remove and Replace with New, Owner-Provided, Granite Cobblestone:
- Description: Remove and replace with new, Owner-provided, granite cobblestone as per **Detail D and Specification Section 02780 Unit Pavers**, inclusive of setting bed and joint fillers. Discard removed material.

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- Unit of Measurement: 1 SF
- U. Unit Price No. 21 – Remove and Replace with New, Contractor-Provided, Granite Cobblestone:
- Description: Remove and replace with new, Contractor-provided, granite cobblestone as **Detail D and Specification Section 02780 Unit Pavers**, inclusive of setting bed and joint fillers. Discard removed material.
 - Unit of Measurement: 1 SF.
- V. Unit Price No. 22 – Replace Sealant Joint Between Esplanade Paving Units:
- Description: Remove and discard existing sealant and backer rod and replace with new as per **Detail E and Specification Section 02764 Site Work Joint Sealants**.
 - Unit of Measurement: 1 LF (within 2'x3' esplanade stone pattern).
- W. Unit Price No. 23 – Replace Miscellaneous Sealant Joint (Horizontal ¼" – ½" wide):
- Description: Remove and discard existing sealant and backer rod and replace with new as per **Detail E and Specification Section 02764 Site Work Joint Sealants**.
 - Unit of Measurement: 1 LF.
- X. Unit Price No. 24 – Replace Miscellaneous Sealant Joint (Vertical ¼" – ½" wide):
- Description: Remove and discard existing sealant and backer rod and replace with new as per **Detail E and Specification Section 02764 Site Work Joint Sealants**.
 - Unit of Measurement: 1 LF.
- Y. Unit Price No. 25 – Tree Grate Modification:
- Description: Modify existing tree grate as per **Detail F**. Discard excess grate after modification.
 - Unit of Measurement: 1 EA.

END OF SECTION 01270

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.

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 Trade Payment Breakdown.
 - b. List of Subcontractors.
 - c. List of principal suppliers and fabricators.
 - d. Actual Subcontractor Utilization Plan
 - 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.
 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. As required, 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. Actual Subcontractor Utilization Plan
 - c. Partial/ Final Waiver of Lien Forms
 - d. Subcontractor Payment Report
 - e. Copies of Cancelled Checks or Wire confirmations for payments made to MWBE subs for previous Application.
 - f. Certified Payroll Forms. (US Dept. of Labor 347.) NYC Comptroller forms will not be accepted.
- E. Transmittal: Submit 4 signed 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 all other 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 prime, 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.
 - 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. Schedule of unit prices, if Unit Prices made a part of Contract.
 7. Submittals Schedule (preliminary if not final).
 8. List of Contractor's staff assignments.
 9. List of Contractor's principal consultants.
 10. Initial progress report.
 11. Report of pre construction conference.
 12. Certificates of insurance and insurance policies.
 13. Performance and payment bonds.
 14. Data needed to acquire Owner's insurance.
 15. Initial settlement survey and damage report if required.
 16. Actual Subcontractor Utilization Plan.
- 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 closeout forms.
 - b. Maintenance instructions.
 - c. Meter readings, if required.
 - d. Warranties (guarantees).
 - e. Changeover information related to Owner's occupancy, use, operation, and maintenance.
 - f. Final cleaning.
 - g. Application for reduction of retainage AIA Document G707A
 - h. Certificate of Substantial Completion AIA Document G704
 - i. Advice on shifting insurance coverages.
 - j. Final progress photographs.
 - k. 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 G706, "Contractor's Affidavit of Payment of Debts and Claims."
 5. AIA Document G706A, "Contractor's Affidavit of Release of Liens."
 6. AIA Document G707, "Consent of Surety to Final Payment."
 7. Evidence that claims have been settled.
 8. Final Lien Waivers
 9. Completion of items specified for completion after Substantial Completion.
 10. Transmittal of required Project construction records to the Owner.
 11. Removal of temporary facilities and services.
 12. Removal of surplus materials, rubbish, and similar elements.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.1 ATTACHMENTS

A. Sample Forms Attached to This Section:

1. Construction Payment Checklist: January 2019 Revision
2. Application & Certification for Payment: January 2019 Revision
3. Trade Payment Breakdown: January 2019 Revision
4. Certified Payroll Report: US Dept. of Labor WH 347
5. Actual Subcontractor Utilization Plan
6. Subcontractor Payment Report
7. Partial Waiver and Release of Lien
8. Final Waiver and Release of Lien
9. Consent of Surety to Reduction in or Partial Release of Retainage – AIA Document G707A, 1994
10. Consent of Surety to Final Payment – AIA Document G707, 1994.
11. Certificate of Substantial Completion – AIA Document G704, 2017.
12. Affidavit of Payment of Debts and Claims– AIA Document G706, 1994.
13. Affidavit of Release of Liens – AIA Document G706A, 1994.
14. EEO Workplace Utilization Report / Job Classification Guide

END OF SECTION 01290

CONSTRUCTION PAYMENTS

Contract:

Initial Application for Payment:

- | | | |
|--------------------------|---|----------------------------|
| <input type="checkbox"/> | Application and Certification for Payment | HRPT Form |
| <input type="checkbox"/> | Trade Payment Breakdown | HRPT Form |
| <input type="checkbox"/> | Certified Payrolls | US Dept. of Labor form 347 |
| <input type="checkbox"/> | Actual Subcontractor Utilization Plan | HRPT Form |
| <input type="checkbox"/> | Construction Schedule | |

Progress Payment: All of the Above, Plus

- | | | |
|--------------------------|--|-----------------------------|
| <input type="checkbox"/> | Subcontractor Payment Report | HRPT Form |
| <input type="checkbox"/> | Proof of Payment to MWBEs for previous AFP | Cancelled Checks/ Wire Info |
| <input type="checkbox"/> | Partial/ Final Lien Waivers | HRPT Form |

Substantial Completion: All of the Above, Plus

- | | | |
|--------------------------|--|-----------|
| <input type="checkbox"/> | Application for Reduction of Retainage | AIA G707A |
|--------------------------|--|-----------|

Final Payment: All of the Above, Plus

- | | | |
|--------------------------|---------------------------------------|-----------|
| <input type="checkbox"/> | Certificate of Substantial Completion | AIA G704 |
| <input type="checkbox"/> | Consent of Surety to Final Payment | AIA G707 |
| <input type="checkbox"/> | Final Lien Waivers | HRPT Form |
| <input type="checkbox"/> | Affidavit of Release of Liens | AIA G706A |
| <input type="checkbox"/> | Affidavit of Payment of Debts | AIA G706 |

Stored Materials: For any AFP including payment for stored materials

- | | |
|--------------------------|--|
| <input type="checkbox"/> | Bills of Sale |
| <input type="checkbox"/> | Bills of Lading |
| <input type="checkbox"/> | Documentation of Material Storage |
| <input type="checkbox"/> | Proof of Storage in a Bonded Warehouse |

****In addition to the above, the EEO101 Form must be completed monthly and emailed to eeo101@hrpt.ny.gov. Failure to submit the EEO101 form will result in payment delays. ****

Please submit 4 complete hard copies of the payment package to the Capital Contracts Administrator

APPLICATION + CERTIFICATION FOR PAYMENT

Contract #: _____ Contract Date: _____ Application: _____ App. Period: _____ Project: Pier 40 Structural Reconstruction	HRPT 	
From Contractor: Contractor Name Contractor Address 1 Contractor Address 2	Via CM: CM CM Address 1 CM Address 2	

In accordance with the Contract and the attached Trade Payment Breakdown the Contractor is entitled to payment in the amount stipulated below. The present status of account for this Contract is as follows:

A. ORIGINAL CONTRACT SUM		\$0.00
B. APPROVED CHANGE ORDER SUM		\$0.00
C. REVISED TOTAL CONTRACT SUM		\$0.00
D. NET ORIGINAL WORK COMPLETED TO DATE		\$0.00
E. NET C.O. WORK COMPLETED TO DATE		\$0.00
F. NET TOTAL MATERIALS STORED TO DATE		\$0.00
G. TOTAL WORK COMPLETED/ STORED TO DATE		\$0.00
H. TOTAL RETAINAGE WITHHELD		\$0.00
RETAINAGE EARNED THIS PERIOD		\$0.00
2 X PUNCHLIST VALUE FOR CURRENT PERIOD		
LESS RETAINAGE PAID TO DATE		
TOTAL RETAINAGE PAID THIS APPLICATION		\$0.00
I. TOTAL EARNED LESS RETAINAGE		\$0.00
J. LESS PREVIOUS PAYMENTS		
K. TOTAL EARNED THIS APPLICATION		\$0.00
L. PAYMENT THIS APPLICATION		\$0.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Construction Documents, that all amounts have been paid by the Contractor for Work for which the previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

Contractor
 By: _____ Title: _____ Date: _____

CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Construction Manager and Architect certify to the Owner that to the best of their knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the contractor is entitled to payment of the AMOUNT CERTIFIED

AMOUNT CERTIFIED: \$ _____ Attach explanation if amount certified differs from amount applied for. Initial changes made .

Construction Manager:
 By: _____ Title: _____ Date: _____

Architect/ Engineer
 By: _____ Title: _____ Date: _____

HRPT
 By: _____ Title: _____ Date: _____



TRADE PAYMENT BREAKDOWN

Contract Number: _____
Application Number: _____

Project: _____

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A	B	C	D	E	F	G	J	K	L	M	P	Q
Item	Description of Work	Scheduled Value	% Comp. Previous	% This Period	% Comp. to Date	Total Work Comp. to Date	Retainage to Date	Total Comp. Less Retainage	Work Value this Period	Retainage this Period	Amount Due this Period	Balance to Finish
General Requirements												
1	Bonds & Insurance	\$0.00	0.00%	0.00%	0.00%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2	Project Management + Administration	\$0.00	0.00%	0.00%	0.00%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3	Site Maintenance, Containers Health and Safety Plan & Program	\$0.00	0.00%	0.00%	0.00%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4	Temporary Utilities	\$0.00	0.00%	0.00%	0.00%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
5	Surveying/ Engineering Layout	\$0.00	0.00%	0.00%	0.00%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
6	Priority Submittals	\$0.00	0.00%	0.00%	0.00%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
7	Mobilization	\$0.00	0.00%	0.00%	0.00%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
8	Progress Reporting		0.00%	0.00%	0.00%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
9	Final Record Documentation	\$0.00	0.00%	0.00%	0.00%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
10	Final Cleaning	\$0.00	0.00%	0.00%	0.00%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
11	Inspections and Sign-Offs	\$0.00	0.00%	0.00%	0.00%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
12	Demobilization	\$0.00	0.00%	0.00%	0.00%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
13	Site Prep + Removals											
Reconfigure Construction												
14	Fencing	\$0.00	0.00%	0.00%	0.00%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
15	Stone Wall Removals	\$0.00	0.00%	0.00%	0.00%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
16	Temporary Protection	\$0.00	0.00%	0.00%	0.00%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
17	Tree Removals	\$0.00	0.00%	0.00%	0.00%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
18	Excess Lawn Area Soil Removal	\$0.00	0.00%	0.00%	0.00%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Cast-in-Place Concrete												
Stone Veneer/Coping Support												
19	Walls	\$0.00	0.00%	0.00%	0.00%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
20	Stone Curb Footing	\$0.00	0.00%	0.00%	0.00%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
21	Cobblestone Support Slab	\$0.00	0.00%	0.00%	0.00%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
22	Esplanade Slab	\$0.00	0.00%	0.00%	0.00%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
23	HRPT Sign Footings	\$0.00	0.00%	0.00%	0.00%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Site Electrical Work												
24	Concrete Lightpole Bases	\$0.00	0.00%	0.00%	0.00%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
25	Lightpole Conduits & Wire	\$0.00	0.00%	0.00%	0.00%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
26	Lightpole Installation	\$0.00	0.00%	0.00%	0.00%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
27	Light Bollards	\$0.00	0.00%	0.00%	0.00%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

TRADE PAYMENT BREAKDOWN

Contract Number: _____
Application Number: _____

Project: _____

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A	B	C	D	E	F	G	J	K	L	M	P	Q
Item	Description of Work	Scheduled Value	% Comp. Previous	% This Period	% Comp. to Date	Total Work Comp. to Date	Retainage to Date	Total Comp. Less Retainage	Work Value this Period	Retainage this Period	Amount Due this Period	Balance to Finish
	Stonework											
28	Wall Veneer & Coping	\$0.00	0.00%	0.00%	0.00%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
29	Curb	\$0.00	0.00%	0.00%	0.00%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
30	Cobblestone Pavers	\$0.00	0.00%	0.00%	0.00%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
31	Bluestone Pavers	\$0.00	0.00%	0.00%	0.00%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
32	Granite Pavers	\$0.00	0.00%	0.00%	0.00%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Miscellaneous											
33	Benches	\$0.00	0.00%	0.00%	0.00%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
34	Bike Rack	\$0.00	0.00%	0.00%	0.00%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
35	Waterfront Railings	\$0.00	0.00%	0.00%	0.00%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
36	Bikeway Traffic Markings	\$0.00	0.00%	0.00%	0.00%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
37	Site Plumbing	\$0.00	0.00%	0.00%	0.00%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
38	Tree Grates	\$0.00	0.00%	0.00%	0.00%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
39	Steel Edging	\$0.00	0.00%	0.00%	0.00%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
40	Sealants	\$0.00	0.00%	0.00%	0.00%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
41	Lightpole Painting	\$0.00	0.00%	0.00%	0.00%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
42	Signage	\$0.00	0.00%	0.00%	0.00%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	TOTAL ORIGINAL CONTRACT	\$0.00	#DIV/0!	#DIV/0!	#DIV/0!	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Alternates (If Applicable)

43	Alternate #1	\$0.00	0.00%	0.00%	0.00%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
44	Alternate #2	\$0.00	0.00%	0.00%	0.00%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	TOTAL ALTERNATES	\$0.00	#DIV/0!	#DIV/0!	#DIV/0!	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Change Orders

45	Change Order No. / NOM	\$0.00	0.00%	0.00%	0.00%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
46	Change Order No. / NOM	\$0.00	0.00%	0.00%	0.00%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
47	Change Order No. / NOM	\$0.00	0.00%	0.00%	0.00%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	TOTAL CHANGE ORDERS	\$0.00	#DIV/0!	#DIV/0!	#DIV/0!	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

GRAND TOTAL

	GRAND TOTAL	\$0.00	#DIV/0!	#DIV/0!	#DIV/0!	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
--	--------------------	---------------	----------------	----------------	----------------	---------------	---------------	---------------	---------------	---------------	---------------	---------------



PARTIAL WAIVER AND LIEN RELEASE

Contract Number: _____ Project: _____

For and in consideration of the payment of \$ _____, which amount is represented as being due as detailed, and included in the amount \$ _____ which represents the cumulative payment as of the current Application For Payment or Invoice(s) the sufficiency of which is hereby acknowledged, the undersigned does hereby waive, release, and relinquish any and all rights, claims, demands, liens, claims for relief, causes of action and the like, whether arising at law, under a contract, in tort, in equity or otherwise, which the undersigned has now or may have has arising out of the performance of work or the furnishing of labor or materials by the undersigned through: _____ the effective date of this Waiver and Lien Release, pursuant to the Contract Number _____ in connection with the construction of:

_____ ("the Project"). Use of the term "Trust" shall be deemed to mean and refer to Hudson River Park Trust and its agents, representatives, employees, directors, and all those acting on their behalf.

This Waiver and Lien Release applies to all facts, acts, events, circumstances, changes, constructive or actual delays, accelerations, extra work, disruptions, interferences and the like which have occurred, prior to the effective date hereof, excepting only any claims currently unresolved for which written notice has been provided to the Trust as follows: _____

Except as specifically described above, and excepting retainage, if any, held under the Contract, the undersigned expressly waives all claims against the Trust as hereinabove described.

This Waiver and Lien Release is freely and voluntarily given and the undersigned acknowledges, warrants and represents that it has fully reviewed the terms and conditions of this Waiver and Lien Release, that it is fully informed with respect to the legal effect of this Waiver and Lien Release and that it has voluntarily chosen to accept the terms and conditions of this Waiver and Lien Release in return for the payment recited above.

The undersigned further represents that all employees, laborers, materialmen, vendors and subcontractors employed by the undersigned in connection with the Project and all bills currently due for labor, materials, supplies, and taxes furnished by others to the undermined in connection with construction improvements upon the Project have been fully paid and that no obligations, legal, equitable or otherwise, are owed by the undersigned in connection with its work on the Project. With respect to the foregoing representations and warranties, he undersigned does hereby agree to indemnify and hold harmless the Trust and any others against whom a claim is asserted by virtue of involvement or relationship with them, from any and all claims, damages, losses, expenses, and the like incurred by reason of any claim that the undersigned has not fully paid or all labor, materials and expenses incurred in connection with its work on the Project, including reasonable attorney's fees, court or arbitration costs, as expert witness and consultant fees expended in connection with the defense of any such claim.

The undersigned further agrees that the making and receipt of payment an execution of this Waiver and Lien Release shall in no way release the undersigned from its continuing obligations with respect to the completion of any work remaining undone, punch list work, warranty and guaranty work, and any other obligations of the undersigned to the Trust.

IN WITNESS WHEREOF, of behalf of the undersigned, with full authority, I have executed this instrument under seal effective this

_____ Day of _____
Day Month Year

Consultant / Supplier

Company Name

Federal I.D. Number

By: _____

Title: _____

STATE OF _____

COUNTY OF _____

Sworn to and subscribed before me this _____ Day of _____
Day Month Year

Notary Public

My Commission Expires: _____



FINAL WAIVER AND LIEN RELEASE

Contract Number: _____ **Project:** _____

For and in consideration of the payment of \$ _____, which amount is represented as being due as detailed, and included in the amount \$ _____ which represents the cumulative payment as of the current Application For Payment or invoice(s) the sufficiency of which is hereby acknowledged, the undersigned does hereby waive, release, and relinquish any and all rights, claims, demands, liens, claims for relief, causes of action and the like, whether arising at law, under a contract, in tort, in equity or otherwise, which the undersigned has now or may have has arising out of the performance of work or the furnishing of labor or materials by the undersigned through: _____ the effective date of this Waiver and Lien Release, pursuant to the Contract Number _____. In connection with the construction of: _____ ("the Project"). Use of the term "Trust" shall be deemed to mean and refer to Hudson River Park Trust and its agents, representatives, employees, directors, and all those acting on their behalf.

This Waiver and Lien Release applies to all facts, acts, events, circumstances, changes, constructive or actual delays, accelerations, extra work, disruptions, interferences and the like which have occurred, prior to the effective date hereof, excepting only any claims currently unresolved for which written notice has been provided to the Trust as follows: _____

Except as specifically described above, and excepting retainage, if any, held under the Contract, the undersigned expressly waives all claims against the Trust as hereinabove described.

This Waiver and Lien Release is freely and voluntarily given and the undersigned acknowledges, warrants and represents that it has fully reviewed the terms and conditions of this Waiver and Lien Release, that it is fully informed with respect to the legal effect of this Waiver and Lien Release and that it has voluntarily chosen to accept the terms and conditions of this Waiver and Lien Release in return for the payment recited above.

The undersigned further represents that all employees, laborers, materialmen, vendors and subcontractors employed by the undersigned in connection with the Project and all bills currently due for labor, materials, supplies, and taxes furnished by others to the undermined in connection with construction improvements upon the Project have been fully paid and that no obligations, legal, equitable or otherwise, are owed by the undersigned in connection with its work on the Project. With respect to the foregoing representations and warranties, he undersigned does hereby agree to indemnify and hold harmless the Trust and any others against whom a claim is asserted by virtue of involvement or relationship with them, from any and all claims, damages, losses, expenses, and the like incurred by reason of any claim that the undersigned has not fully paid or all labor, materials and expenses incurred in connection with its work on the Project, including reasonable attorney's fees, court or arbitration costs, as expert witness and consultant fees expended in connection with the defense of any such claim.

The undersigned further agrees that the making and receipt of payment an execution of this Waiver and Lien Release shall in no way release the undersigned from its continuing obligations with respect to the completion of any work remaining undone, punch list work, warranty and guaranty work, and any other obligations of the undersigned to the Trust.

IN WITNESS WHEREOF, of behalf of the undersigned, with full authority, I have executed this instrument under seal effective this

_____ Day of _____
Day Month Year

Consultant / Supplier

Company Name

Federal I.D. Number

By: _____

Title: _____

STATE OF _____

COUNTY OF _____

Sworn to and subscribed before me this _____ Day of _____
Day Month Year

Notary Public

My Commission Expires: _____

DRAFT AIA® Document G707A™ - 1994

Consent of Surety to Reduction in or Partial Release of Retainage

PROJECT: *(Name and address)*

ARCHITECT'S PROJECT NUMBER:

CONTRACT FOR: General Construction

TO OWNER: *(Name and address)*

CONTRACT DATED:

Hudson River Park Trust
353 West Street
New York, NY 10014

OWNER:

ARCHITECT:

CONTRACTOR:

SURETY:

OTHER:

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the

(Insert name and address of Surety)

on bond of

(Insert name and address of Contractor)

hereby approves the reduction in or partial release of retainage to the Contractor as follows:

The Surety agrees that such reduction in or partial release of retainage to the Contractor shall not relieve the Surety of any of its obligations to

(Insert name and address of Owner)

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date:

(Insert in writing the month followed by the numeric date and year.)

(Surety)

(Signature of authorized representative)

Attest:

(Seal):

(Printed name and title)

DRAFT AIA® Document G707™ - 1994

Consent Of Surety to Final Payment

PROJECT: *(Name and address)*

ARCHITECT'S PROJECT NUMBER:

CONTRACT FOR: General Construction

TO OWNER: *(Name and address)*

Hudson River Park Trust
353 West Street
New York, NY 10014

CONTRACT DATED:

OWNER:

ARCHITECT:

CONTRACTOR:

SURETY:

OTHER:

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(Insert name and address of Surety)

on bond of
(Insert name and address of Contractor)

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety of any of its obligations to
(Insert name and address of Owner)

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date:
(Insert in writing the month followed by the numeric date and year.)

(Surety)

(Signature of authorized representative)

Attest:
(Seal):

(Printed name and title)

DRAFT AIA[®] Document G704[™] - 2017

Certificate of Substantial Completion

PROJECT: *(name and address)*

CONTRACT INFORMATION:
Contract For: General Construction
Date:

CERTIFICATE INFORMATION:
Certificate Number:
Date:

OWNER: *(name and address)*

Hudson River Park Trust
353 West Street
New York, NY 10014

ARCHITECT: *(name and address)*

CONTRACTOR: *(name and address)*

The Work identified below has been reviewed and found, to the Architect's best knowledge, information, and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated below is the date established by this Certificate.

(Identify the Work, or portion thereof, that is substantially complete.)

ARCHITECT *(Firm Name)*

SIGNATURE

PRINTED NAME AND TITLE

DATE OF SUBSTANTIAL COMPLETION

WARRANTIES

The date of Substantial Completion of the Project or portion designated above is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

(Identify warranties that do not commence on the date of Substantial Completion, if any, and indicate their date of commencement.)

WORK TO BE COMPLETED OR CORRECTED

A list of items to be completed or corrected is attached hereto, or transmitted as agreed upon by the parties, and identified as follows:

(Identify the list of Work to be completed or corrected.)

The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment, whichever occurs first. The Contractor will complete or correct the Work on the list of items attached hereto within () days from the above date of Substantial Completion.

Cost estimate of Work to be completed or corrected: \$

The responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work, insurance, and other items identified below shall be as follows:

(Note: Owner's and Contractor's legal and insurance counsel should review insurance requirements and coverage.)

The Owner and Contractor hereby accept the responsibilities assigned to them in this Certificate of Substantial Completion:

CONTRACTOR *(Firm Name)*

SIGNATURE

PRINTED NAME AND TITLE

DATE

OWNER *(Firm Name)*

SIGNATURE

PRINTED NAME AND TITLE

DATE

DRAFT AIA[®] Document G706[™] - 1994

Contractor's Affidavit of Payment of Debts and Claims

PROJECT: *(Name and address)*

ARCHITECT'S PROJECT NUMBER:

TO OWNER: *(Name and address)*

Hudson River Park Trust
353 West Street, New York, NY
10014

CONTRACT FOR: General Construction

CONTRACT DATED:

OWNER:
ARCHITECT:
CONTRACTOR:
SURETY:
OTHER:

STATE OF:
COUNTY OF:

The undersigned hereby certifies that, except as listed below, payment has been made in full and all obligations have otherwise been satisfied for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or Owner's property might in any way be held responsible or encumbered.

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Consent of Surety to Final Payment. Whenever Surety is involved, Consent of Surety is required. AIA Document G707, Consent of Surety, may be used for this purpose

Indicate Attachment Yes No

The following supporting documents should be attached hereto if required by the Owner:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.
3. Contractor's Affidavit of Release of Liens (AIA Document G706A).

CONTRACTOR: *(Name and address)*

BY:

(Signature of authorized representative)

(Printed name and title)

Subscribed and sworn to before me on this date:

Notary Public:

My Commission Expires:

DRAFT AIA[®] Document G706A[™] - 1994

Contractor's Affidavit of Release of Liens

PROJECT: *(Name and address)*

ARCHITECT'S PROJECT NUMBER:

TO OWNER: *(Name and address)*

Hudson River Park Trust
353 West Street
New York, NY 10014

CONTRACT FOR: General
Construction
CONTRACT DATED:

OWNER:	<input type="checkbox"/>
ARCHITECT:	<input type="checkbox"/>
CONTRACTOR:	<input type="checkbox"/>
SURETY:	<input type="checkbox"/>
OTHER:	<input type="checkbox"/>

STATE OF:
COUNTY OF:

The undersigned hereby certifies that to the best of the undersigned's knowledge, information and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services who have or may have liens or encumbrances or the right to assert liens or encumbrances against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

CONTRACTOR: *(Name and address)*

BY:

(Signature of authorized representative)

(Printed name and title)

Subscribed and sworn to before me on this date:

Notary Public:
My Commission Expires:

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.
 - 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.

1.3 PROJECT COORDINATION

- A. Coordination: 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. Contractor shall coordinate its operations with operations for work included in different specification Sections 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. Make adequate provisions to accommodate items scheduled for later installation.
 - 3. Prepare and submit detailed written construction work plans within 14 days of Notice to Proceed 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 Notice to Proceed.
 - 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.

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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. The Trust maintains a project web site for all design and construction consultants, construction managers, and others involved with the project at <http://hudsonriver.constructw@re.com>. Each Contractor shall be required to transmit all project correspondence via the constructw@re system.
1. Owner will provide each Contractor with a maximum of ten (10) user licenses of the system for Contractor and associated sub-contractors.
 2. Submit identification of proposed constructw@re users together with "Staff Names" requested in Article 1.4 "Submittals" herein.
- 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 Notice to Proceed, submit as specified list(s) of principal staff assignments including administrative and supervisory personnel, superintendent, proposed constructw@re users, 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, for expediting the work of critical areas, or as additionally requested by the Construction Manager. Other specific

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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 2002 (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. 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, 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 including the following:
 1. Project Manager: Submit resume confirming a minimum of 5 years of work similar to work of Project.
 2. Project Superintendent(s): Submit resume confirming a minimum of 5 years of work and related construction work experience in kind similar to work of Project.
 3. Include special personnel required for coordination of operations with other contractors.
 4. List names, addresses and telephone numbers with their specific duties and responsibilities.

1.6 PROJECT MEETINGS

- A. General: Contractor, together with Construction Manager, shall schedule and conduct meetings and conferences at Project site, unless otherwise indicated.
 1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify Owner, Construction Manager, and Architect of scheduled meeting dates and times with specific reference to subject of meeting.
 2. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.
 3. Minutes: Record significant discussions and agreements achieved tracked together with items of previous meetings. Distribute the meeting minutes to everyone concerned, including Owner, Construction Manager, and Architect, within 5 days following the meeting.

- B. Preconstruction Conference: 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 Notice to Proceed. Hold the conference at Project site or another convenient or suitable location as approved by Construction Manager. Conduct the meeting to review responsibilities and personnel assignments.
 1. Attendees: Authorized representatives of Owner, Construction Manager, Architect, and their consultants; Contractor and Contractor's superintendent; major subcontractors; manufacturers; suppliers; and other concerned parties shall attend the conference. All participants at the 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:

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- 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. M/WBE compliance reporting requirements.
 - w. Site Security Work Plan reporting requirements.
 - x. Other as determined specific to Contract Work.
- 3. Record significant conference discussions, agreements, and disagreements.
 - 4. Do not proceed with start of Contract work if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of the Work and reconvene the conference at earliest feasible date.
- C. Progress Meetings: 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.
- 1. Attendees: In addition to representatives of Owner, Construction Manager, and Architect, 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 conference 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.

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- 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: Distribute minutes of the meeting to each party present and to parties who should have been present. Include a brief summary, in narrative form, of progress since the previous meeting and report.
- a. Schedule Updating: 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: 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.
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 conference 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. Combined 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 Combined 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.
 - 8) Site security.
 - 9) Temporary facilities and controls.
 - 10) Work hours.
 - 11) Hazards and risks.
 - 12) Progress cleaning.
 - 13) Quality and work standards.

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3. Reporting: Record meeting results and distribute copies to everyone in attendance and to others affected by decisions or actions resulting from each 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.

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.
- 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.

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- 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, named to comply with requirements for submittals. Include type of schedule (Initial or Updated) and date in name.
- 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.

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- 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.
- 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.
- 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".

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- 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.

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- 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:

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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 report utilizing the Owner's central electronic project wide management and data base (Constructw@re) 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:

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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.

END OF SECTION 01320

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.

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.
- 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.

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- 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, named to comply with requirements for submittals. Include type of schedule (Initial or Updated) and date in name.
- 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.

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- 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.
- 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.
- 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".

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- 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.

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- 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:

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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 report utilizing the Owner's central electronic project wide management and data base (Constructw@re) 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:

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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.

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.

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

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- 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 fabrication and construction activities.
- D. Processing Time: Allow enough time for submittal review, including time for resubmittals, 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 resubmittal.
 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.
 - 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 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 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.

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- 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 and construction.

PART 2 - PRODUCTS**2.1 ACTION SUBMITTALS**

- A. General:
1. Prepare and submit Action Submittals required by individual Specification Sections. In addition to specific requirements of a Section, include information identified in this Article for those submittals.
 - a. Number of Copies: Submit 6 copies of each submittal, unless otherwise indicated. Architect, through Construction Manager, will return 2 copies. Mark up and retain one (1) returned copy as a Project Record Document.
 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.

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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 written recommendations.
 - b. Manufacturer's product specifications.
 - c. Manufacturer's installation instructions.
 - d. Standard color charts including available options.
 - e. Manufacturer's catalog cuts.
 - f. Sizes, dimensions and, as applicable, required clearances.
 - g. Mill reports.
 - h. Compliance with recognized trade association standards.
 - i. Compliance with recognized testing agency standards.
 - j. Application of testing agency labels and seals.
 - k. Supplemental data to make submittal specifically applicable to the work.
 - l. 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. Shop work manufacturing instructions.
 - f. Templates and patterns.
 - g. Schedules.
 - h. Design calculations.
 - i. Compliance with specified standards.
 - j. Notation of coordination requirements.
 - k. Notation of dimensions established by field measurement.
 2. 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 of the Work or materials with adjoining work shown in such detail as required to indicate proper connection thereto.
 3. 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.
 4. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets of uniform size at least 8-1/2 by 11 inches (215 by 280 mm) but no larger than 30 by 40 inches (750 by 1000 mm).
 5. 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.

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- 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 for review of kind, color, pattern, and texture for a final check of these characteristics with other 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 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.

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- 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 Architects 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.
 - 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'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.

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- 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:
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:

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1. Name of evaluation organization.
 2. Date of evaluation.
 3. Time period when report is in effect.
 4. Product and manufacturers' names.
 5. Description of product.
 6. Test procedures and results.
 7. Limitations of use.
- G. **Manufacturer'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 Field Reports:** Prepare written information documenting factory-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 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.

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.

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UNIT PAVEMENT RESTORATION**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. "NO EXCEPTION TAKEN" or other similar statement means approved for construction, fabrication or manufacture, subject to the provision that the work shall be in accordance with the requirements of the Contract. Final acceptance of the Work shall be contingent upon such compliance.
 - b. "REJECTED" 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. "NO EXCEPTION TAKEN AS 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 "NO EXCEPTION TAKEN AS NOTED" action 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. The Architect will not be responsible for the accuracy or the completeness of Contractor's engineering calculations.

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- 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 ATTACHMENTS

- A. Section attachment sample form(s):
 - 1. Submittal Transmittal, CSI Form 12.1A

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. Qualification criteria of Project entities.
 - 2. Mock-ups.
 - 3. Testing and Inspection.
 - a. Testing and inspecting services are required by Contractor as applicable to respective 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" 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.

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 authority for "Special Inspection" or other inspection activity, a Testing Agency / Contractor's 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

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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 standard by which the Work will be judged.

1.4 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:

1. "Building Code of the City of New York", New York City Department of Small Business Services (DSBS).
2. Consolidated Edison for electrical services.
3. New York City Department of Environmental Protection (DEP) for city water services.
4. New York State and/or New York City Department of Transportation as applicable to registrations and street permits including access to Route 9A bikeway / walkway.

1.5 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 fabricator for item / unit of work.

C. 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 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.

D. 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.

E. Testing and Inspection Submittals

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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 Work: Submit prior to shipment.

- F. 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.

1.6 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 of 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 to inspect installation of manufacturer's/producer's products that are similar in material, design, and extent to those indicated for this Project.

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- 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 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 are similar to those indicated for this Project in material, design, and extent.
- 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 E 548, 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 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.

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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.

1.7 QUALITY CONTROL

- A. Owner's Quality Control Testing and Inspections: 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 Inspection 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 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 installation. 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.

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- 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.
 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 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 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.

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3. Testing agency will submit a final report of special 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. See Contract Specification Sections for conditions or items of work with specific and related testing requirements.

3.2 REPAIR AND PROTECTION

- A. General: On completion of testing, inspecting, sample taking, and similar services, Contractor 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.

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.

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).
 - 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.

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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.

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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	
AI	Asphalt Institute www.asphaltinstitute.org	(606) 288-4960
AIA	American Institute of Architects (The) www.aiaonline.org	(202) 626-7300

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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
MIA	Masonry Institute of America www.masonryinstitute.org	(213) 388-0472
NAAMM	National Association of Architectural Metal Manufacturers	
NACE	National Association of Corrosion Engineers	

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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

- 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.

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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 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.

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.
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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.

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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.
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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.
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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.

SECTION 01420 – REFERENCES AND DEFINITIONS

PART 1 - GENERAL

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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.
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21. "Testing Laboratory(ies)": See "Testing Agency".
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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.

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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.
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- 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.

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AWPI	American Wood-Preservers Institute	
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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
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NSA	National Stone Association www.aggregates.org	(800) 342-1415 (202) 342-1100
PCA	Portland Cement Association	
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PIMA	Photographic & Imaging Manufacturers Association (Formerly: NAPM - National Association of Photographic Manufacturers) www.pima.net	(914) 698-7603
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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

- 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.

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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. Coordinate with separate contract work as may be subsequently started and performed on Project and with temporary facilities and controls provided by other contractors.
 - 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. Waste disposal management and facilities.
 - b. Site Security/Flag Persons as required at Construction Entrances and while traversing the park.
 - c. Storage and fabrication sheds (limited to on-site space allocation).
 - d. 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. Barricades; temporary warning, traffic control, and safety signs; and related lights.
 - d. Fire protection.

1.3 USE CHARGES

- A. General: Temporary service use of water and electric power and certain, as specified, temporary facilities will be available for use on-site without cost from the Owner. All other costs or use charges for temporary facilities and controls shall be included in the Contract Sum as part of Contract work
- B. Contractor shall coordinate and allow other entities to use temporary services and facilities without cost, including, but not limited to, the following:
 - 1. Owner's construction and maintenance forces.
 - 2. Construction Manager.
 - 3. Architect.
 - 4. Testing agencies.
 - 5. Personnel of authorities having jurisdiction.

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- C. Water Service: Contractor shall pay water service use charges for water used, whether metered or otherwise, unless Owner can readily make source of supply available.
- D. Electric Power Service: Contractor shall pay electric power service use charges for electricity used, whether metered or otherwise, unless Owner can readily make source of supply available. When no electric power source is in the vicinity of work, Contractor shall supply generator.
- E. Telephone Service: Contractor shall pay and shall be responsible for its own telephone service installation costs 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: Contractor shall coordinate, prepare, and submit the following:
 - 1. 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 (if applicable), related existing entrance gate(s), and other barriers enclosing staging area for security together with location of proposed facilities within area.
 - 2. 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.
 - b. Provide information on destination of each type of waste materials and means to be used to dispose of all waste materials.
 - 3. 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, barges, ramps, gangways, access ways, floating booms, float stages with 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.
 - 4. 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.
- C. Reports
 - 1. Temporary Utility Reports: Submit reports of tests, inspections, meter readings, and similar procedures performed on temporary utilities as required by the Construction Manager.
 - 2. Pest Control Service Reports: Submit for information at intervals of inspection and control implementation as specified. Refer also to Division 1 Section 01770 "Closeout Procedures".

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- D. Extended Warranty, Pest Control Services: Submit as specified in this Section.

1.5 QUALITY ASSURANCE

- A. Standards and References:

- 1. Temporary anchorage of marine equipment and demolition transport barges in designated Federal Anchorage area shall comply with any regulations as imposed by the U.S. Coast Guard and U.S. Army Corps of Engineers.
- 2. Comply with ANSI A10.6, NECA's "Temporary Electrical Facilities," and NFPA 241.
- 3. 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.

- B. Water: Potable.

- C. Protection Materials for Temporary Conditions:

- 1. Curb, Walkway and Street Surface Protection: Provide to suit condition and as specified in Article "Protection Measures" of this Section.

- D. 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 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.

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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 between the contractors.
- B. 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.
- C. Toilet Unit/Facility, Self-Contained: Provide single-occupant units of chemical, aerated re-circulation, or combustion type; vented; fully enclosed with a glass-fiber-reinforced polyester shell or similar nonabsorbent material. Include disposable supplies as specified at a minimum for duration of the contract.
- D. 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).
- E. 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. Each 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.
- F. 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.
1. If work performed from or over water, include working platforms, barges, ramps, gangways, access ways, floating booms, float stages with curbs, netting, and similar items as required and as applicable.

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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 or work of other separate contractors. 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 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 and permits.
 - c. 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.
 - 4. Remove all temporary water lines and related appurtenances when directed by the Construction Manager or when such lines are no longer required.
- C. Sanitary and Water Facilities: Provide temporary toilets, wash facilities, and drinking-water fixtures for all persons engaged in Project work. Comply with regulations and health codes for type, number, location, operation, and maintenance of fixtures and facilities.
 - 1. Disposable Supplies: Provide toilet tissue, paper towels, paper cups, and similar disposable materials for each facility. Maintain adequate supply. Provide covered waste containers for disposal of used material.

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2. Toilets: Install self-contained toilet units. Shield toilets to ensure privacy. Provide separate facilities for male and female personnel.
 3. Wash Facilities: Install wash facilities supplied with potable water at convenient locations for personnel who handle materials that require wash up. Dispose of drainage properly. Supply cleaning compounds appropriate for each type of material handled.
 - a. Provide safety showers, eyewash fountains, and similar facilities for convenience, safety, and sanitation of personnel.
 4. Drinking-Water Facilities: Provide drinking-water units as specified.
- D. 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.
 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 and other contractors for the Project Work.

3.3 SUPPORT FACILITIES INSTALLATION

- A. General:
1. Maintain support facilities until work is completed. Remove when no longer required or as directed by Construction Manager and before Substantial Completion.
- B. Temporary Roads and Paved Areas: Construct and maintain vehicle wash down areas and facilities at exits from site. Locate within construction staging areas as approved by Construction Manager.
1. Maintain well-drained paved areas used during operations.
 2. Provide dust-control treatment that is nonpolluting and non-tracking. Reapply treatment as required to minimize dust.
 3. For wash down areas, use existing paved areas or include 6" gravel over geotextile fabric. Surround area with straw bales, filter fabric, and other protection (reference specified erosion and sediment controls) to suit conditions and to protect adjacent soils from contamination.
 4. Recondition base after temporary use and removal of surfacing, including removing contaminated material.

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- C. **Traffic Controls:** Contractor shall provide temporary traffic controls at all construction entrances including those which junction the bikeway / walkway and all other public roads. Include warning signs for public pedestrian, bicycle, roller blade, and vehicular traffic and "STOP" signs for entrance onto bikeway/walkway and all public roads. Comply with additional requirements of authorities having jurisdiction.
- D. **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.
 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.
- 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-site (both landside and on marine equipment) at least 3 First Aid Kits kept properly stocked with appropriate first aid supplies at all times. Provide kits similar to ZEE Medical or equivalent. Contractor will provide 1 first aid kit within the Owner's Project Management Field Office. Advise each separate contractor and respective 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, waterway, 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 "jersey" barriers with chain link fence systems and lockable entrances for enclosing land side work at platforms, at pier to land connections, and at other locations indicated to prevent unauthorized access, vandalism, theft, and other violations of security and to protect the public.
- 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.

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- D. Barricades, Falling Debris Protection, Warning Signs/Lights:
1. General:
 - 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. 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. 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. 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.
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.

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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 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 systems with or without in-line gate units for enclosing the area in which work is to be performed as part of site security and/or lock-up, protection of the public at large, and to prevent unauthorized persons from accessing areas of work.
 - 1. Temporary fencing, gates, and/or portable (French style) pedestrian steel barricades shall conform to the layout and details shown on the submitted and approved Site Logistics Plan including but not limited to the following:
 - a. Temporary modular chain link panel fencing system of steel chain link type and steel chain link type gates shall be installed to a minimum height of 8'-0" height (more or less) secured with sand bags at base of panel stand as indicated to suit a specific condition of protection or security.
 - b. Provide, place, and maintain portable (French style) pedestrian steel barricades, plastic cones, barrels, flags, flag persons, and warning signals as needed and per the approved Site Logistics Plan for the maintenance and protection of circulation around the areas of work.
 - 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.

1.3 SUBMITTALS

- A. General: Refer to and comply with Division 1 Section 01330 "Submittal Procedures", for procedures and additional submittal criteria.
- 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, chains, and locks.
 - 3. Temporary Pedestrian Steel Barricades.

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- C. Shop Drawings: Prepare and submit layout of fence and or pedestrian steel barricade 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 (in ground with concrete footing and steel plate for surface mounting) as required to suit site conditions.
 4. Show layout of temporary pedestrian steel barricades to delineate work areas from active pedestrian areas.
- 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.
 4. Pedestrian Steel Barricades consisting of pedestrian barricade units having a geometry similar to that shown on the NYC Department of Transportation's Standard Details of Construction, Standard Drawing No. H-1014, furnished to the site complete and ready to use, with all units in good condition and acceptable to the Construction Manager.

1.5 PROJECT / SITE CONDITIONS

- A. Existing Utilities and Services: See Division 1 Section 01700 "Execution Requirements".
- B. Field Measurements: Verify layout information for fences and/or barricades indicated by the Site Logistics Plan, 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.

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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 may be new or used, but shall be suitable for intended purpose.
- 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 TEMPORARY MODULAR PANEL FENCING SYSTEM

- A. Modular Fence Panels: Free standing modular fence panel system:
 - 1. Terminal and line posts shall be 1 3/8" 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. Fittings and other fence related hardware shall be malleable iron, cast steel or pressed steel, all heavily galvanized.
 - 3. Chain Link Fence Fabric Mesh: 2 inch (50-mm) mesh, 0.148-inch (3.76-mm) diameter.
 - 4. Free Standing Bases shall be fabricated using 1 3/8" tubing
- B. Sand Bags for Securing Fencing: Standard sand bags used for securing free standing temporary fencing.
 - 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.

2.3 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.

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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.
1. Provide for the following swing-gate types as indicated and approved:
 - a. Single gate.
 - b. 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 and four (4) feet of chain for each gate furnished and installed. Furnish five (5) keys for all locks. All locks for gates shall be keyed alike but cylinders shall be capable of being changed for a master keyed or grand master keyed system as directed by the Construction Manager.
 - 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 keeper 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.
 - c. Include heavy duty linked chain (4 feet long) for use in locking gates.

2.4 MISCELLANEOUS MATERIALS

- A. Steel Brackets, Plates, and Shapes: Steel material shall comply with ASTM A36.

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 or otherwise required, for ground set with posts in concrete footings or with posts having welded on steel plates for anchor bolting to concrete surface.
- C. The temporary fencing system of concrete barriers together with chain link fencing shall be movable utilizing the appropriate heavy equipment.

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- 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 50 feet 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, access gates, and or pedestrian steel barricades 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 pedestrian steel barricades as indicated.
 - 1. Install fencing and/or pedestrian steel barricades 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 and/or pedestrian steel barricades 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.
- B. Post Setting: Comply with connection and setting details as directed by the Construction Manager 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 or Required to Suit On-Site Conditions:

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- a. With Concrete Footings: 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.
 - 1) Exposed Concrete Footings: Extend concrete 2 inches (50 mm) above grade, smoothed, and shaped to shed water.
- b. With Steel Plate Base: Position posts with steel plate base and secure to existing surface with four (4) anchor bolts. Verify that posts are set plumb, aligned, and at correct height and spacing, and hold in position during installation of anchor bolts.

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 the Construction Manager for assumption of these requirements by another contractor. New temporary fencing where necessary to safely secure the work area from the public and vandalism shall be utilized in conjunction with existing temporary or permanent fencing materials that occur on site.
- C. Pedestrian Steel Barricades: Contractor shall provide all labor and material to furnish and install, reconfigure, repair and replace for duration of Contract or until otherwise directed by the Construction Manager for assumption of these requirements by another contractor. Portable pedestrian steel barricades where necessary to safely secure the work area from the public and vandalism shall be utilized in conjunction with existing temporary or permanent fencing material that occur on site.
- D. Final configuration of the temporary site enclosing and security fencing, gates, and/or barricades 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.

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

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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 Notice to Proceed, submit 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 30 days after date of Contract Notice to Proceed, submit 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 Specification Section number and title and Drawing numbers and titles.
 - 1. Substitution Request Form: Use CSI Form 13.1A. Sample form is attached at end of this Section.
 - 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.

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- 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 Specifications and on the Drawings 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:
 - 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.

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- 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. 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.
 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

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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 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:
 - 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.

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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 titled "Basis-of-Design Product(s)" are included 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 Notice to Proceed. 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.
 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

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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 ATTACHMENTS

- A. Section attachment sample form(s):
1. Substitution Request, CSI Form 13A

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. Construction layouts.
 - 2. Provisions related to review, acquaintance with, interpretation, and examination of existing site and project conditions.
 - 3. Preparation for Project work including existing utility disposition.
 - 4. General installation requirements of products.
 - 5. Coordination of Owner-installed products.
 - 6. Progress cleaning including adjacent areas affected by work.
 - 7. Protection of installed construction.
 - 8. Correction of the Work.

1.3 SUBMITTALS

- A. General: Refer to and comply with Division 1 Section 01330 "Submittal Procedures", for procedures and other submittal criteria.
- B. Existing Utility Interruption Notifications: Submit as specified.

1.4 QUALITY ASSURANCE

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; river bottom locations and conditions where applicable; 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; the general and local conditions including Hudson River tide schedules and water levels'; 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.

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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 (Including Underwater) 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.
4. Piles and Pile Structures: The Contractor is advised that the location plan of the existing piles and related pile supporting structural elements are approximate and, in addition, that no existing condition plan and/or survey of debris and/or obstructions that may be encountered while performing work around pile fields or pile supported structures is available from the Owner, Architect, or Construction Manger. The Contractor shall be required to remove any and all debris and/or obstructions that may be encountered while performing the Work, in a manner and in conformance to permits governing the Work, with no change to the Contract Sum.

PART 2 - PRODUCTS

2.1 MATERIALS

A. General:

1. Use installation materials, products, and cleaners that are not considered toxic or hazardous.
2. Materials Related to Existing Utilities and Services: For disconnects, bypassing, and/or abandonment of utilities in place, provide materials as approved by authorities/utility company having jurisdiction and respective to item, specified for new work of like kind.

PART 3 - EXECUTION

3.1 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.

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1. Verify location and invert elevation at points of connection of sanitary sewer, storm sewer, gas, water-service piping, irrigation, electrical services, telephone and data services, and other utility services.
2. Record and furnish additional location data for work related to Project that must be performed by public utility companies serving Project site.

3.2 PREPARATION FOR PROJECT WORK**A. Existing Utilities and Services:**

1. Existing Utility Information: Furnish information to Construction Manager and, as applicable, utility company and/or public authority that is necessary to obtain approval to adjust, move, or relocate existing utility structures, utility poles, 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 excavating or 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 indicated:
 - a. Notify Construction Manager not less than five 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. Contractor shall notify utility owners, and shall secure permission from the utility owners to locate, identify, stub off, and disconnect utility services that are not indicated to remain, prior to performing any demolition or removal work. Remove existing utilities that are not indicated to remain and terminate in a manner approved by the utility owner and the Construction Manager. All utility work shall be coordinated through the Construction Manager.
 - b. 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.

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- 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. Subsequent options may include termination and abandonment or removal, an election to retain active line in place, or to relocate.
 - 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.
- c. Contractor shall arrange for protection or disconnecting and sealing utilities or services that serve existing structures and/or site areas before work. Time associated with coordination with utility companies will not be a cause for extension of Contract time in any case where time is a factor.
- 1) Cooperate with service or utility companies in executing work related to disposition of existing services, lines, conduits, and the like. Execute work in accordance with requirements of authorities having jurisdiction.
 - 2) Verify that utilities and services have been disconnected and capped before proceeding with respective removal work.
- d. Locate, identify, disconnect, and seal or cap off utilities indicated to be removed and/or selectively demolished.
- 1) Contractor shall arrange to shut off indicated utilities with respective utility companies.
 - 2) If utility services are required to be removed, relocated, or abandoned, provide temporary utilities that bypass area of work and that maintain continuity of service to other parts of site or building before proceeding with demolition or removal.
 - 3) Cut off pipe or conduit in elements to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit after bypassing.
- e. Conform to applicable additional requirements for removal of underground or surface utilities and services that may be additionally specified in various Sections of Division 2 "Site Construction".
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.
- 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".

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3.3 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 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.

3.4 OWNER-INSTALLED PRODUCTS

- A. Site Access: Provide access to Project site for Owner's construction forces.
- B. Coordination: Coordinate construction and operations of the Work with work performed by Owner's construction forces.
 - 1. Construction Schedule: Inform Owner of Contractor's preferred construction schedule for Owner's portion of the Work. Adjust construction schedule based on a mutually agreeable timetable. Notify Owner if changes to schedule are required due to differences in actual construction progress.
 - 2. Pre-installation Conferences: Include Owner's construction forces at pre-installation conferences covering portions of the Work that are to receive Owner's work. Attend preinstallation conferences conducted by Owner's construction forces if portions of the Work depend on Owner's construction.

3.5 PROGRESS CLEANING

- A. General: Clean Project site, staging areas, and work areas daily.

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1. Reference Division 1 Section 01770 "Closeout Procedures" for final cleaning provisions and coordinate requirements.
- B. Site and Work Areas:
1. Do not retain materials on-site more than 7 days during normal weather or 3 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.
 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 additional provisions for waste disposal facility requirements in Division 1 Section 01500 "Temporary Facilities and Controls".
- 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.

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3.6 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 written instructions for temperature and relative humidity.

3.7 CORRECTION OF THE WORK

- A. Repair or remove and replace defective construction. Restore damaged substrates and finishes with matching materials.
 - 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.
- E. Remove and replace chipped, scratched, and broken glass or reflective surfaces.

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 shall be by Contractor 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.
 - 3. Cutting and patching of this Section shall not include structural elements that, if required, shall be as specified in another Section.

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 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 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.
 - 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

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“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. Concrete finished elements.
 - b. Stonework.
 - c. Unit Paving.
 - d. Ornamental metal or other like metal fabrications.
 - e. Preformed or pre-finished metal components.
 - f. Items or surfaces with special architectural finishes.
 - g. Components of utilities and services.
 2. If original Installer or fabricator cannot be retained to cut and patch exposed conditions of 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.

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- 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.

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. Water Supply, 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.
 5. 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 areas used for Contractor's staging and adjacent areas affected by work.

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, final completion construction photographic documentation, 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 use, operation, and maintenance.
 9. Complete final cleaning requirements, including touchup painting as applicable.
 10. Repair and restore marred exposed finishes to eliminate visual defects.
- 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.

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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 evidence of final, continuing, insurance coverage complying with insurance requirements.
 - 4.
- 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 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 the 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.
- 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

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- (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 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.
- B. 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.
 2. Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program and complete the following as a minimum:
 - a. Clean Project 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. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.

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- 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.
- 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 ATTACHMENTS

- A. Sample forms attached to this Section:
- 1. Punch List, CSI Form 14.1A
 - 2. Certificate of Substantial Completion, AIA Document G704/CMa.

END OF SECTION 01770

SECTION 02764 – SITE WORK JOINT SEALANTS

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

Work of this Section includes all materials, labor, equipment, testing, and services necessary to provide and complete sealant work at exterior conditions complete with sealant material types, primers, backing, and other accessories specified herein.

1.3 SUBMITTALS

- A. General: Refer to and comply with Division 1 Section 01330 “Submittals Procedures”, for procedures and additional submittal criteria.
- B. 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.
- C. Product Data: Submit manufacturer’s technical data for each joint-sealant product indicated. Include the following:
 - 1. Sealant materials, indicating that material meets standards specified herein. Include Product Material Test Reports from a qualified testing agency indicating joint sealants comply with requirements, based on comprehensive testing of current product formulations.
 - 2. Backing rods.
- D. Samples:
 - 1. Submit For Initial Selection: Color samples of sealants.
 - 2. Submit for Verification: For each type and color of joint sealant required, install joint-sealant samples in 1/4-inch wide joints formed between two 6-inch (150-mm) long strips of material matching the appearance of exposed surfaces adjacent to joint sealants.
- E. Quality Control Submittals:
 - 1. Product Certificates: Signed by joint sealant manufacturer (Architect approved) certifying that products furnished comply with requirements and are suitable for the use indicated.
 - 2. Compatibility and Adhesion Test Reports: From joint sealant manufacturer (Architect approved) and as specified in Article “Quality Assurance” herein indicating the following:
 - a. Materials forming joint substrates and joint-sealant backer materials have been tested for compatibility and adhesion with joint sealants.
 - b. Include interpretation of test results and written recommendations for primers and substrate preparation needed for adhesion.

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UNIT PAVEMENT RESTORATION**1.4 QUALITY ASSURANCE**

- A. **Installer Qualifications:** Sealant installation shall be by an experienced installer who has specialized in installing joint sealant applications similar in material, design, and extent to those indicated for this Project and whose work has resulted in joint sealant installations with a record of successful in-service performance. Use only skilled and experienced workmen for sealant application preparation and installation.
- B. **Source Limitations:** Obtain each type of joint sealant material through one source from a single manufacturer.
- C. **Product Testing:**
1. For Product Data in Article "Submittals", obtain test results for "Product Material Test Reports" from a qualified testing agency based on testing current sealant formulations within a 36-month period.
 - a. **Testing Agency Qualifications:** An independent testing agency qualified according to ASTM C1021 to conduct the testing indicated, as documented according to ASTM E548.
 - b. Test joint sealants for compliance with requirements indicated by referencing standard specifications and test methods.
 2. **Pre-construction Compatibility and Adhesion Testing:** Testing will not be required if joint sealant manufacturer submits joint preparation data that are based on previous testing of current sealant products for adhesion to, and compatibility with, joint substrates and other materials matching those submitted. Contractor shall furnish to joint sealant manufacturer (Architect approved), for testing indicated below, samples of materials to be used on Project that will contact or affect joint sealants.
 - a. Use 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.
 - 1) Perform tests under environmental conditions replicating those that will exist during installation.
 - b. Furnish not fewer than nine pieces of each type of material, including joint substrates, joint-sealant backer materials, secondary seals, and miscellaneous material.
 - c. Schedule sufficient time for testing and analyzing results to prevent delaying the Work.
 - d. For materials failing tests, obtain joint sealant manufacturer's written instructions for corrective measures, including the use of specially formulated primers.
- D. **Field Samples/Mock-ups:** Provide representative in place samples for sealant color, texture, and tooling review against adjacent materials.
1. Final color selection and approval will occur after completion and approval of related Field Sample/Mock-up assemblies in addition to review of required sample submittals for other elements or systems of Project.
 2. Remove Field Sample/Mock-up sealant installation if not approved by Architect.

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1.5 DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials to Project site in original unopened containers or packaging with labels indicating manufacturer, product name and designation, color, expiration date, pot life, curing time, and mixing instructions for multi-component materials.
- B. Store and handle materials to comply with manufacturer's written instructions to prevent their deterioration or damage due to moisture, high or low temperatures, contaminants, or other causes.

1.6 PROJECT / SITE CONDITIONS

- A. Environmental Limitations: Do not proceed with installation of joint sealants under the following conditions:
 - 1. When ambient and substrate temperature conditions are outside limits permitted by joint sealant manufacturer or are below 40 degrees F.
 - 2. When joint substrates are wet.
- B. Joint-Width Conditions: Do not proceed with installation of joint sealants where joint widths are less than or greater than that allowed by joint sealant manufacturer for material and application condition indicated.
- C. Joint-Substrate Conditions:
 - 1. Do not proceed with installation of joint sealants until contaminants capable of interfering with their adhesion are removed from joint substrates.

PART 2 - PRODUCTS

2.1 MATERIALS, GENERAL

- A. Compatibility: Provide joint sealants, backing materials, primers, bond breakers, and other related materials that are compatible with one another and with joint substrates under conditions of service and application, as demonstrated by joint sealant manufacturer based on testing and field experience.
- B. Colors of Exposed Joint Sealants:

Esplanade paver-to-paver joints: Bronze.

Other Joints: As selected by Architect from manufacturer's full range of standard colors. Submit full range of colors to match adjacent concrete treads, walls, curbs, pavement, etc. Final color to be approved by Architect.
- C. Cleaning Solutions: Provide solvent, cleaning agents, and other accessory materials as recommended by the sealant manufacturer.

2.2 JOINT SEALANTS

- A. Polyurethane Sealant for Esplanade Stone Paving Units: For horizontal and vertical joint conditions with joint widths less than one (1) inch and with slopes up to 10 percent and subject to compliance with ASTM

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C920, Type M, Grade NS, Class 25 Use T; provide one of the following multi component polyurethane sealants capable of bulk-loading gun application:

1. Sikaflex-2cNS TG by Sika Corporation.
2. Or approved equal.

B. Polyurethane Sealant for Concrete Curbs, Steps, Walls: For horizontal and vertical joint conditions with joint widths less than one (1) inch and with slopes up to 10 percent and subject to compliance with ASTM C920, Type S, Grade NS, Class 25 Use NT; provide one of the single component polyurethane sealants:

1. MasterSeal NP 1 by BASF Construction Chemicals, LLC
2. Sikaflex 1a by Sika Corporation
3. Or approved equal.
- 4.

2.3 JOINT SEALANT BACKER MATERIALS

- A. General: Provide joint-sealant backer materials that are closed cell, non-absorbent and non-staining; are compatible with joint substrates, sealants, primers, and other joint fillers; and are approved by joint sealant manufacturer for applications indicated and materials to be used based on field experience and laboratory testing.
- B. Backer Strips for Sealants: ASTM D5249; Type 2; of thickness and width required to control sealant depths, prevent bottom-side adhesion of sealant, and fill remainder of joint opening under sealant.
- C. Joint backer rods shall be larger in diameter than joint width as recommended by sealant manufacturer.

2.4 PRIMERS

- A. Primer Materials: Provide product recommended in writing by joint sealant manufacturer for adhesion of sealant to joint substrates indicated.

PART 3 - EXECUTION**3.1 EXAMINATION**

- A. Verification of Conditions:
1. Examine joints indicated to receive joint sealants, with Installer present, for compliance with requirements for joint configuration, installation tolerances, and other conditions affecting joint-sealant performance.
 2. Examine the areas and conditions where architectural joint sealers are to be installed and correct any conditions detrimental to the proper and timely completion of the work. Do not proceed with the work until unsatisfactory conditions are corrected to permit proper installation of the work.
 3. Refer to applicable and related Sections for work requiring sealant applications and for construction and expansion joint installation.
 4. Refer to provisions for Joint-Substrate Conditions in Part 1 Article "Project / Site Conditions" herein.

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UNIT PAVEMENT RESTORATION**3.2 PREPARATION**

- A. Surface Cleaning of Joints: Clean out joints immediately before installing joint sealants to comply with joint sealant manufacturer's written instructions.
- B. Joint Priming: Prime joint substrates prior to application of sealant. Apply primer to comply with joint sealant manufacturer's written instructions before backer and sealant installation. Confine primers to areas of joint-sealant bond; do not allow spillage or migration onto adjoining surfaces. Apply primer in a thin, uniform film.
- C. Protect surface adjacent to joints requiring sealant from sealant residue or spillage that may stain the other surfaces.

3.3 INSTALLATION OF JOINT SEALANTS

- A. General: Comply with joint sealant manufacturer's written installation instructions applicable to products and applications indicated, unless more stringent requirements apply.
- B. All sealant joints shall be of width as indicated by Contract Drawings.
- C. Sealant Installation Standard: Comply with recommendations of ASTM C1193 for use of joint sealants as applicable to materials, applications, and conditions indicated. Where more stringent installation requirements are specified herein, such requirements shall apply.
- D. Install backer materials of type indicated to support sealants during application and at position required to produce cross-sectional shapes and depths of installed sealants relative to joint widths that allow optimum sealant movement capability.
 - 1. Install joint backer rod (after primer is dry) with 25 to 30 percent compression.
 - 2. Do not leave gaps between ends of backer materials.
 - 3. Do not stretch, twist, puncture, or tear backer materials.
 - 4. Remove absorbent backer materials that have become wet before sealant application and replace them with dry materials.
- E. Install sealants to comply with the following and at the same time backings are installed:
 - 1. Place sealants so they directly contact and fully wet joint substrates.
 - 2. Completely fill recesses provided for each joint configuration.
 - 3. Produce uniform, cross-sectional shapes and depths relative to joint widths that allow optimum sealant movement capability.
- F. Tooling of Sealants: Immediately after sealant application and before skinning or curing begins, tool sealants (including non-sag and self-leveling materials) according to requirements specified to form smooth, uniform surface; 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 in writing by joint sealant manufacturer and that do not discolor sealants or adjacent surfaces.
- G. Provide joint configuration to comply with joint sealant manufacturer's written instructions, unless otherwise indicated.

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3.4 CLEANING

- A. Remove joint masking material immediately after sealant tooling and before sealant face starts to "skin" over.
- B. Clean off excess sealants or sealant smears adjacent to joints as the Work progresses by methods and with cleaning materials approved by manufacturers of joint sealants and of products in which joints occur.

3.5 PROTECTION

- A. Protect joint sealants during and after curing period from contact with contaminating substances and from damage resulting from construction operations or other causes so sealants are without deterioration or damage at time of Substantial Completion. If, despite such protection, damage or deterioration occurs, cut out and remove damaged or deteriorated joint sealants immediately so installations with repaired areas are indistinguishable from the original work.

END OF SECTION 02764

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SECTION 02780 - UNIT PAVERS

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. Work of this Section includes on-site applications of unit paving and surfacing using different unit paving patterns and a combination of different materials including stone, asphalt, and concrete unit pavers with different setting requirements as shown and specified.
- B. This Section includes the following:
 - 1. Concrete Unit Pavers set in Paver Mastic on Bituminous Setting Bed with sand swept joints.
 - 2. Concrete Unit Pavers set in Paver Mastic on Cold Mix Asphalt repair.
 - 3. Granite cobblestone set in mortar setting bed with mortared joints.
 - 4. Asphalt-block Unit Pavers set on Bituminous Setting bed with sand swept joints.
 - 5. Edge restraints for unit pavers.

1.3 PERFORMANCE REQUIREMENTS

- A. Static Coefficient of Friction: ASTM C 1028, values as follows:
 - 1. Level Surfaces: A minimum of 0.6.
- B. Structural Properties: The paving system work shall be furnished and installed to accommodate design load conditions and thermal expansion of the support system as may be anticipated for exterior conditions at Project site.

1.4 SUBMITTALS

- A. Refer to and comply with Division 1, Section "Submittals", for procedures and additional submittal criteria.
- B. Product Data: For each component, each type and condition to include proposed sources of supply and material technical data, including the following:
 - 1. For Asphalt and Concrete Paving Materials:
 - a. Test Reports and Data: Submit for the following materials to confirm material composition and compliance with Product Data and specification criteria:
 - 1) Paving unit composition as manufactured, each type and finish.
 - 2. For Setting Bed Materials:

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- a. Submit material certification and analysis report for each type of bituminous and mortar setting bed material.
 - b. Asphalt Mix Designs: Submit Certification prior to mixing asphalt materials at bituminous mixing plant, signed by the material Producer and the Contractor certifying that asphalt material(s) produced for this Project comply with the specified requirements.
 - c. Submit material certification and analysis report for each type of primer and mastic.
3. For Accessories and Jointing: Submit for each material item of this section including fitting hardware, fastening devices, accessories, mortars, grouts, sealants, fillers, etc.
- C. Installer Qualifications: Submit evidence of installer qualifications, in accordance with Article 1.5 herein, and including project list.
- D. Shop Drawings:
1. For Asphalt Block and Pre-Cast Concrete Unit Paving Systems:
 - a. Submit general setting layout based on surveyed control points and dimensions to confirm paving patterns and joint spacing, locations, and alignments with adjacent conditions.
 - b. Identify and show location, type, and extent of anticipated field cutting and confirm that units to be cut are not less than specified minimum sizes for cutting.
 - c. For installation with asphalt binder course, show location of drainage weeps and indicate method / sequence of drainage weep installation/placement.
- E. Samples:
1. For Stone, Asphalt Block, and Concrete Unit Pavers Furnished:
 - a. Submit Full-size units of each type of unit paver indicated; in sets for each color, texture, and pattern specified, showing the full range of variations expected in these characteristics.
 - b. Provide Paver Unit Samples mounted on rigid board with joints filled and cured, showing the full range of colors of both pavers and joint treatment to be expected in the completed Work.
 - c. The Architect's review will be for color, texture, and finish only. Compliance with all other requirements is the exclusive responsibility for the Contractor.
 - d. The approved samples shall set the finish standard for the work.
 2. For Grouting and Joint Treatment Materials: Submit for each condition of use to show selected color(s). Dry materials (i.e. sand) shall be submitted in one pound packages. Mortar / Grout materials shall be submitted in mixed proportions required; minimum 12" long by width of typical joint.
 3. Joint Sealant: For each color required, provide cured samples showing the full range of exposed color and texture expected in completed Work.
 4. Accessory Items Furnished: Submit for each in size representative of item.

1.5 QUALITY ASSURANCE

- A. Installer Qualifications for Unit Paver Installation: An experienced installer who has completed unit paver installations 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.

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- B. Source Limitations for Unit Paving: Obtain each type of unit paver, joint material, and setting material from one source with resources to provide materials and products of consistent quality in appearance and physical properties.
- C. Pre-Installation Conference:
 - 2. Contractor, with Construction Manager, shall schedule a meeting with the paver unit manufacturer(s)/fabricator's and paving installer and the Architect at a time sufficiently in advance of paving installations to permit coordination.
 - 3. At the meeting, review paving system quality control requirements including details of construction, outstanding submittals, contract drawings and specifications, and on site conditions affecting or which may affect installations.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Protect unit pavers and aggregate during storage and construction against soiling or contamination from earth and other materials.
 - 1. Cover pavers with plastic or use other packaging materials that will prevent rust marks from steel strapping.
- B. Store cementitious materials on elevated platforms, under cover, and in a dry location. Do not use cementitious materials that have become damp.
- C. Store liquids in tightly closed containers protected from freezing.
- D. Store asphalt cement and other bituminous materials in tightly closed containers.
- E. Handle each paving unit material to prevent chipping, breakage, soiling, or other damage.

1.7 PROJECT CONDITIONS

- A. Cold-Weather Protection: Do not use frozen materials or materials mixed or coated with ice or frost. Do not build on frozen subgrade or setting beds. Remove and replace unit paver work damaged by frost or freezing.
- B. Weather Limitations for Bituminous Setting Bed: Comply with the following requirements:
 - 1. Apply asphalt adhesive when ambient temperature is above 50 deg F (10 deg C) and when temperature has not been below 35 deg F (2 deg C) for 12 hours immediately before application. Do not apply when base is wet or contains excess moisture.
 - 2. Install bituminous setting bed only when atmospheric temperature is above 40 deg F (4 deg C) and when base is dry.
- C. Weather Limitations for Mortar and Grout: Comply with the following requirements:
 - 1. Cold-Weather Requirements: Protect unit paver work against freezing when atmospheric temperature is 40 deg F (4 deg C) and falling. Heat materials to provide mortar and grout temperatures between 40 and 120 deg F (4 and 49 deg C). Provide the following protection for completed portions of work for 24 hours after installation when the mean daily air temperature is as indicated: below 40 deg F (4 deg C), cover with weather-resistant membrane; below 25 deg F (minus 4 deg C), cover with insulating blankets; below 20 deg F (minus 7 deg C), provide enclosure and temporary heat to maintain temperature above 32 deg F (0 deg C).

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2. Hot-Weather Requirements: Protect unit paver work when temperature and humidity conditions produce excessive evaporation of setting beds and grout. Provide artificial shade and windbreaks and use cooled materials as required. Do not apply mortar to substrates with temperatures of 100 deg F (38 deg C) and higher.
 - a. When ambient temperature exceeds 100 or 90 deg F (38 or 32 deg C) with a wind velocity greater than 8 mph (13 km/h), set pavers within 1 minute of spreading setting-bed mortar.

PART 2 - PRODUCTS**2.1 MANUFACTURERS**

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
- B. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 1. Granite and Granite Set Pavers:
 - a. Granicor as distributed by Furlong & Lee
 - b. Polycor
 2. Precast Concrete Pavers:
 - a. Hanover Architectural Products, Inc.
 - b. Or approved equal.
 3. Asphalt-Block Pavers:
 - a. Hanover Architectural Products, Inc.
 - b. Or approved equal
 4. Cold Mix Asphalt Repair:
 - a. Aquaphalt
 - b. Or approved equal.

2.2 ASPHALT BLOCK UNIT PAVERS

- A. Characteristics & Quality:
 1. Manufacturer's standard solid units consisting of coarse aggregate, inorganic dust as filler, and asphalt cement; in sizes and shapes indicated.
 1. Size: To match existing
 2. Color and Finish: To match existing
- B. All Asphalt Block Unit Pavers shall conform to the following specifications:

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1. Coarse Aggregate: Clean, hard, unweathered stone crushed into angular particles varying in size up to 3/8 inch (9.5 mm).
2. Filler: Dust produced from limestone or other material as standard with manufacturer.
3. Asphalt Cement: ASTM D 312, Type III.
4. Dimensional Tolerances: Manufacture unit to standard dimensions indicated with deviations in any dimension not exceeding plus or minus 1/16 inch (1.6 mm).

2.3 GRANITE COBBLE PAVERS

- A. Granite Cobble Pavement: Whole modular units free from cracks and fissures matching existing in color, grain, texture and size.

2.4 CONCRETE UNIT PAVERS

- A. Source Limitations for Pre-cast Concrete Unit Pavers:

2. Pre-cast concrete unit pavers with designated unit types "C-1", "C-2", and, "C-3" are specified to be manufactured by Hanover Architectural Products, 240 Bender Road, Hanover, PA 17331 (717/637 0500) as a "Basis of Design".

- B. Color and Finish for Precast Concrete Unit Paver Types: The following establishes an acceptable color range and finish that is approved by Architect and Owner for each designated unit type:

2. Pre-cast Concrete Unit Paver Type "C-1" shall be 23 7/8" x 23 7/8" x 2 1/2" "Natural" color with "Tudor Finish", gauged, as manufactured by Hanover Architectural Products.
3. Pre-cast Concrete Unit Paver Type "C-2" shall be 23 7/8" x 23 7/8" x 2 1/2" "Brown" color with "Tudor Finish", gauged, as manufactured by Hanover Architectural Products.

2.5 ACCESSORIES

- A. Steel Edge Restraints: Painted commercial steel edging with loops pressed from or welded to face to receive stakes at 36 inches (900 mm) o.c., and steel stakes 18 inches (430 mm) long for each loop. Size of edging is as follows:

1. 3/16 inch (4.8 mm) thick by 4 inches (100 mm) high with 18" stud bolt. C1010 cold rolled ASTM 29.
2. 1/4 inch (6.4 mm) thick by 5 inches (125 mm) high.

- B. Anchors and Dowels:

1. Provide anchors, dowels, ties, attachments and accessories of type and size required for securing and supporting methods for materials used and approved on the Shop Drawings.
2. All anchors, dowels, ties, and accessories shall be stainless steel, ASTM A 666, AISI Type 304 unless otherwise shown.

- C. Cork Joint Filler: Preformed strips complying with ASTM D 1752, Type II.

- D. Compressible Foam Filler: Preformed strips complying with ASTM D 1056, Grade 2A1.

- E. Cleavage Material: 4mil polyethylene sheet provided between structural slab and thick set granite and bluestone pavers.

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UNIT PAVEMENT RESTORATION**2.6 BITUMINOUS SETTING-BED MATERIALS**

- A. Primer for Base: ASTM D 2028, cutback asphalt, grade as recommended by unit paver manufacturer.
- B. Fine Aggregate for Setting Bed: ASTM D 1073, No. 2 or No. 3.
- C. Asphalt Cement: ASTM D 3381, Viscosity Grade AC-10 or AC-20.
- D. Neoprene-Modified Asphalt Adhesive: Paving manufacturer's standard adhesive consisting of oxidized asphalt combined with 2 percent neoprene and 10 percent long-fibered mineral fibers containing no asbestos.
- E. Joint Filler shall be sand cement mixture consistency of colored Portland cement to match color of pavers and conforming to ASTM C-150
 - 1. Sand for Joints: Fine, sharp, washed, natural sand or crushed stone with 100 percent passing No. 16 (1.18-mm) sieve and no more than 10 percent passing No. 200 (0.075-mm) sieve.
 - 2. Provide sand of color needed to produce required joint color. Color additive shall be as specified in Division 4 Section "Mortar & Grout Materials"

2.7 BITUMINOUS SETTING-BED MIX

- A. Mix bituminous setting-bed materials at an asphalt plant in approximate proportion, by weight, of 7 percent asphalt cement to 93 percent fine aggregate, unless otherwise indicated. Heat mixture to 300 deg F (149 deg C).

2.8 COLD MIX ASPHALT REPAIR

- A. AQUAPHALT 4.0 FINE used for repairs .5" – 1"; installed per manufacturer's specification.

2.9 SETTING BED FOR STONE

- A. Stone Setting Mortar and Joint Mortar: Preblended Polymer Modified Setting Bed Mortar; SpecMix or approved equal with galvanized reinforcing mesh. Color selection by Architect. Install in strict accordance with Manufacturer's specifications.

2.19 JOINT SEALANT

- A. Joint Sealant material shall be as per Division 2, Section "Site Work Joint Sealant".

PART 3 - EXECUTION**3.11 EXAMINATION**

- A. Examine surfaces indicated to receive paving and conditions under which paving will be installed, with Installer present, for compliance with requirements for installation tolerances and other conditions

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affecting performance for paving. Proceed with installation only after unsatisfactory conditions have been corrected.

1. Do not proceed with installation until unsatisfactory conditions have been corrected.

3.12 PREPARATION

- A. Vacuum clean concrete substrates to remove dirt, dust, debris, and loose particles.
- B. Remove substances, from substrates, that could impair bond, including curing and sealing compounds, form oil, and laitance.
- C. Clean unit paver surfaces that have become dirty or stained by removing soil, stains and foreign materials before setting. Clean stone by thoroughly scrubbing with fiber brushes and then drenching with clean water. Use only mild cleaning compounds that contain no caustic or harsh materials or abrasives.

3.13 INSTALLATION, GENERAL

- A. Layout of Work: Accurately lay out paving work to patterns and conditions as indicated, encountered on site, and specified for installation. Comply with set out control points as indicated and coordinate with other work of Project. Provide additional control points and stakeouts as required to effect correct alignments and grade elevations. Advise Construction Manager of any discrepancies or on-site conditions detrimental to critical layouts and obtain approved correction.
- B. Prior to prime application and setting bed placements, verify slab placement to correct line and grade and with correct finish and thoroughly clean base surface to be covered with paving system of all dust, debris, or contaminants.
- C. Do not use paving materials with chips, cracks, voids, discolorations, and other defects that might be visible or cause staining in finished work.
- D. Cut unit pavers with motor-driven masonry saw equipment to provide clean, sharp, unchipped edges. Cut units to provide pattern indicated and to fit adjoining work neatly. Use full units without cutting where possible. Hammer cutting is not acceptable.
 1. For concrete pavers, a block splitter may be used.
 2. Scribe and field cut pavers as necessary to fit at obstructions. Produce tight and neat joints.
- E. Joint Pattern: Set unit pavers to comply with Contract Documents and approved Shop Drawings. Match for color and pattern by using units numbered in sequence as indicated on approved Shop Drawings.
- F. Tolerances: Do not exceed 1/16-inch (1.6-mm) unit-to-unit offset from flush (lippage) nor 1/8 inch in 24 inches (3 mm in 600 mm) and 1/4 inch in 10 feet (6 mm in 3 m) from level, or indicated slope, for finished surface of paving.
- G. Expansion and Control Joints: Provide for sealant-filled joints at locations and of widths indicated. Provide joint filler as backing for sealant-filled joints where indicated. Install joint filler before setting pavers. Sealant materials and installation are specified in Division 2 Section "Site Work Joint Sealants."
- H. Provide edge restraints as indicated. Install edge restraints before placing unit pavers.
 1. Install edge restraints to comply with manufacturer's written instructions. Install stakes at intervals required to hold edge restraints in place during and after unit paver installation.

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2. For metal edge restraints with top edge exposed, drive stakes at least **1 inch (25 mm)** below top edge.
3. Where pavers set in mortar bed are indicated as edge restraints for pavers set in aggregate setting bed, install pavers set in mortar and allow mortar to cure before placing aggregate setting bed and remainder of pavers. Cut off mortar bed at a steep angle so it will not interfere with aggregate setting bed.
4. Where pavers embedded in concrete are indicated as edge restraints for pavers set in aggregate setting bed, install pavers embedded in concrete and allow concrete to cure before placing aggregate setting bed and remainder of pavers. Hold top of concrete below aggregate setting bed.

3.14 BITUMINOUS SETTING-BED APPLICATIONS

- A. Apply cut-back asphalt primer to binder course immediately before placing bituminous setting bed.
- B. Prepare for setting-bed placement by locating 3/4-inch deep control bars approximately 11 feet apart and parallel to one another, to serve as guides for striking board. Adjust bars to sub-grades required for accurate setting of paving units to finished grades indicated.
- C. Place bituminous setting bed where indicated, in panels, by spreading bituminous material between control bars. Strike setting bed smooth, firm, even, and not less than 3/4 inch thick. Add fresh bituminous material to low, porous spots after each pass of striking board. After each panel is completed, advance first control bar to next position in readiness for striking adjacent panels. Carefully fill depressions that remain after removing depth-control bars.
 2. Roll setting bed with power roller to a nominal depth of 3/4 inch while still hot. Adjust thickness as necessary to allow accurate setting of unit pavers to finished grades indicated.
 3. Apply neoprene-modified asphalt adhesive to cold setting bed by squeegeeing or troweling. If troweled on, use trowel with serrations not exceeding 1/16 inch (1.6 mm). Proceed with setting of paving units only after adhesive is dry to the touch.
- D. Place pavers carefully by hand in straight courses, maintaining accurate alignment and uniform top surface. Protect newly laid pavers with plywood panels on which workers can stand. Advance protective panels as work progresses, but maintain protection in areas subject to continued movement of materials and equipment to avoid creating depressions or disrupting alignment of pavers. If additional leveling of paving is required, and before treating joints, roll paving with power roller after sufficient heat has built up in the surface from several days of hot weather.
- E. Joint Treatment: Place unit pavers with hand-tight joints which shall read from 0" to 1/8". Fill joints with dry mixture of one part colored Portland cement to match color of pavers and three parts sand by sweeping over paved surface until joints are filled. Vibrate with a plate type compactor.
 1. Repeat operation until joints are completely full and flush. Remove excess sand mixture from surfaces. Fog lightly with water. Cement stains that remain should be cleaned with a 10% solution of muriatic acid or mortar cleaner, or swept with moist sand.

3.15 COLD MIX ASPHALT REPAIR APPLICATION

- A. AQUAPHALT 4.0 FINE used for repairs .5" – 1"; installed per manufacturer's specification.

3.16 MORTAR SETTING-BED APPLICATIONS

- A. Install in strict accordance with Manufacturer's specification.

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3.17 REPAIR, CLEANING, AND PROTECTION

- A. Prohibit traffic from installed unit paver installations for a minimum of 72 hours.
- B. In-Progress Cleaning: Clean stonework and other paving units as work progresses. Remove grout/mortar fins and smears before tooling joints.
- C. Correction of Deficiencies: Contractor shall remove and replace or install additional hot-mix asphalt where test results or measurements indicate that it does not comply with specified requirements.
- D. Examine all work and repair all damage. Clean soiled or stained surfaces. Remove excess grout from exposed paver surfaces; wash and scrub clean. In the event damage is irreparable, or soiled or stained surface cannot be cleaned, then remove and replace such items at no additional cost to Owner.
- E. Remove and replace unit pavers that are loose, chipped, broken, stained, or otherwise damaged or that do not match adjoining units as intended. Provide new units to match adjoining units and install in same manner as original units, with same joint treatment and with no evidence of replacement.

END OF SECTION 02780

SECTION 04852 – STONE ASSEMBLIES

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. Work of this Section includes all labor, materials, equipment, and services necessary to provide complete stone assemblies for site paving as shown on the Contract Drawings and/or specified herein, including, but not limited to, the following:
 - 1. Furnishing stone material required for Project work as specified for type, color, strength, and durability. Stone material of each type shall be quarried from a single quarry location.
 - 2. Installing stonework (furnished under contract or by owner) for on-site applications:
 - a. Paving systems using a combination of different natural stone paving materials and patterns and different setting requirements:
 - 1) Granite pavement (Type G-1 at Esplanade) set in mortar setting bed.
 - 2) Bluestone paving units (Types B-1 and B-2, as indicated) set in mortar setting bed.
 - a) Bluestone paving units (Type B-2) includes paving units with incised street marker.
 - 3. Fabricating, cutting, and finishing each type of stone to dimensions, and shapes of design, to approved color ranges, and to approved shop drawing details.
 - 4. Anchors, including dowels, clamps, rods, clips, ties and bolts, and other fastening devices for stonework as required to securely anchor in place all the stone. Where such items are to be built-in or cast-in to the structure under other Sections, coordinate and ensure proper location of same.
 - 5. Drilling, fitting and cutting of stonework as required for the proper completion of the work.
 - 6. Accessories and hardware required for complete installation.
 - 7. Protection of stone during transit, storage, erection and after installation.
 - 8. Setting mortars, grouting/pointing mortars, and related setting accessories for complete installation.
 - 9. Field measurements of adjacent and/or supporting construction and verification of existing conditions.
 - 10. Coordination and provisions for and interfacing with adjoining construction.
 - 11. Cleaning of stonework installed as part of the work of this Section after installation and prior to acceptance.

1.3 PERFORMANCE REQUIREMENTS

- A. Static Coefficient of Friction for Paving: Value for Level Surfaces shall be 0.6 minimum in accordance with ASTM C1028.
- B. Structural Properties: Paving system work shall be furnished and installed to accommodate design load conditions and thermal expansion of the support system as may be anticipated for exterior conditions at Project site.

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UNIT PAVEMENT RESTORATION**1.4 SUBMITTALS**

- A. General: Refer to and comply with Division 1 Section "Submittal Procedures" for procedures and additional submittal criteria.
- B. Statement of Qualifications: Submit to identify and exhibit stonework fabricator and installer qualifications as specified in Article "Quality Assurance" herein. Submittal shall be in addition to and as confirmation of requested information submitted with Bid Proposal.
- C. Product Data:
1. For Stone Materials:
 - a. Submit complete data on quarry facilities for each stone type and on fabrication facilities for stonework. Include information of location, production capabilities, and the nature and character of each stone selected.
 - b. Material properties data for each stone material type shall be submitted by the stone suppliers and certified as representative of the properties of stone material to be supplied for the Project. Include references to appropriate ASTM tests as conducted by a certified testing laboratory.
 2. For Setting/Installation Materials:
 - a. Submit for mortar and grout mix material of each type to be used in installation of stonework. Include material certification and analysis reports.
 - b. Submit for each item of fitting hardware, anchoring/fastening device, accessory, joint filler, and the like.
 3. For Cleaning Stonework: Submit product information and description of method(s) for cleaning stonework paving, wall, and surfacing installations during work and at completion.
- D. Shop Drawings: Do not fabricate any stone (except for samples) until the Architect has approved shop drawings for fabrication.
1. Submit for each stone material type and associated component of stonework and each related application condition of the Project work. Include necessary coordination and preparation of coordination (composite) drawing information together with other trades and/or contractors of adjacent components and conditions.
 - a. Cutting Drawings: Submit complete cutting drawings showing fabrication requirements with shop sizes, shapes, thicknesses, jointing, anchoring, connection with other work; stone material type and finish; typical and special anchoring and support details; dimensions; and setting numbers for each stone unit (piece).
 - 1) Clearly indicate dimensions for locating slots/dowel holes and other items in stone and for locating inserts to be built into concrete and/or other adjacent or substrate material.
 - 2) Show provisions for pipe/plate steel base support assembly for stand-alone Granite Pier Marker unit. Initiate Coordination Drawings to indicate detail requirements for support assembly. Relate to and arrange details together with work of steel assembly fabrication specified as separate contract work by Chambers to North Moore Street Upland Park Construction (C4048) Contractor in Division 5 Section 05500 "Metal Fabrications".
 - 3) For Incising Work:

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- a) Include details for each condition of incised lettering in Bluestone units (street marker identification inscriptions). Show complete inscriptions with font types, sizes, spacing, and relationship to stone units.
 - b) Include details for incised letterform numbering at stand-alone Granite Pier Marker units with font types, sizes, spacing, and relationship to stone unit.
- b. Setting Drawings: Submit setting drawings showing the relationship to adjoining construction and, after fabrication and final selection, indicating the location of each stone unit with a number designation corresponding to number marked on each stone unit.
- 1) Show location layouts and patterns coordinated with Contract Drawings and related to survey control points and dimensions to confirm paving patterns and joint spacings, locations, and alignment with adjacent conditions. Establish and verify dimensions with concrete work of on-site walls and base slabs, layouts and patterns of other work, and other like conditions.
 - a) Identify stone material type for each condition of installation.
 - b) Show stone wall elevations at ½ inch scale and typical unit elevations at 1 inch scale.
 - 2) Show details of curb layouts including curb transition conditions between flush and reveal unit types.
 - 3) Show details of all conditions for every member, joint, anchorage, and provision for expansion and contraction and sealant application.
 - 4) Identify and show location, type, and extent of anticipated field cutting and confirm that units to be cut are not less than specified minimum sizes for cutting.
- E. Samples for Initial Selection:
1. Stone Units (Material specified “to match” existing): Submit representative finished unit sample, minimum 12” x 12”, of stone material for each selected match to existing stone type and face finish prior to submittal of sample “For Verification”.
 2. Joint Grout Materials for Stonework (Including Wall Facings): Submit to show color(s) for selection. Include description of mix proportions to be used including admixture and mortar pigments. Dry materials (i.e.: sand) shall be submitted in one (1) pound packages.
- F. Samples for Verification: The Architect’s review will be for color, texture, incising form quality, and overall finish only. Compliance with all other requirements is the exclusive responsibility of the Contractor.
1. Stone Units:
 - a. For Paving Units: Submit sets of 3 unit samples, minimum 12” x 12”, of each stone material and each stone finish type. Include in each set the full and extreme range of exposed color, texture, and finish to be expected in the completed work.
 2. Joint Grout Materials for Stonework: Submit to show selected color(s) for each different condition of stonework. Include description of mix proportions used. Joint grout materials shall be submitted in mixed proportions required, minimum 12” long by width of typical joint between stone units.

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3. Installation Accessory Items: Submit for each type and material composition in size representative of item.

1.5 QUALITY ASSURANCE

- A. Fabricator Qualifications: Stone fabrications shall be by a firm or firms that have successfully fabricated stonework of each material type and condition, similar to the quality specified, and in the quantity shown for a period of not less than 10 years. Stone shall be obtained from quarries or shops capable of furnishing quantity, sizes and character of the stone required. Cutting must be done by firms properly equipped to produce the finished material without causing delay in the progress of the Work. Contractor will be held responsible for any delay in the completion of the Work due to his failure to supply satisfactory stone in ample quantities and proper sequence.
- B. Installer Qualifications: Installation of stonework shall be by a firm that can exhibit proof of a minimum of five (5) years prior successful experience with stone installations of similar material, design, and extent to that indicated for this Project and with a record of successful in-service performance.
 1. Stonework Foreman: Installation firm for stonework of this Project shall have on staff a Supervising Foreman assigned full time to this Project, from time of mock-up installations, who shall have at least 10 years total stonework installation experience and with at least 5 years experience in stone paving installations of equivalent or more extensive type and scope to this Project. Submit detailed resume of past experience with dates, duration and scope identification, project name and location, and work function of previous projects worked on.
 2. Use numbers of skilled workmen equal to work requirement or occasion. The skilled workmen shall be thoroughly trained and experienced in the necessary crafts and shall be completely familiar with the specific requirements and methods needed for performance of the work in this Section.
- C. Source Limitations for Stone: Obtain each variety of stone from a single quarry with resources to provide materials and products of consistent quality in appearance and physical properties without delaying the work.
 1. Submit, for all stone, an affidavit from each respective quarry attesting that stone of type required for the particular Project has been quarried and obtained from one quarry and is of top grade of material specified.
- D. Qualifications of Stone Materials: See Part 2 Article "Stone Materials" herein.
- E. Contractor, by commencing the work of this Section, assumes overall responsibility as part of Contractor's warranty of the work to assure that all assemblies, components, and parts shown or required within the work of this Section, comply with the Contract Documents. Contractor shall further warrant:
 1. That all components, specified or required to satisfactorily complete the installation, are compatible with each other and with the conditions of installation and expected use.
 2. The overall effective integration and correctness of individual parts and the whole of the system.
 3. Compatibility with adjoining substrates, materials and work of other trades.
 4. There shall be no premature material failure due to improper fabrication and installation of the stone. All materials are to fully perform to their normal life expectancy.
 5. Each and every piece of stone shall be subject to the Architect's approval, and any piece or pieces which may be rejected after having been set shall be carefully cut out and replaced with new suitable stone without delay, and without cost to the Owner. Any piece or pieces damaged in the removal and resetting of defective pieces shall also be removed, and suitable, approved pieces provided and set.

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- F. Examination Criteria: Examinations, selections, and approvals by the Architect will be for the purpose of achieving a final appearance of stonework, with the greatest possible uniformity, and will be based upon the following criteria:
1. Color within approved, pre-selected color ranges and finishes.
 2. Sequence matching of adjacent stone units.
 3. Conformance to approved Shop Drawings and details within specified dimensions and tolerances.
 4. Other criteria as specified in Part 2 Article "Stone Materials" herein.
- G. Pre Installation Conference:
1. Contractor, with Construction Manager, shall schedule a meeting with the stonework fabricator and installer and the Architect at a time sufficiently in advance of stone installations to permit coordination. In addition, include in appropriate sequence, representatives of other related work.
 2. At the meeting, review stone system quality control requirements including details of construction, outstanding submittals, contract drawings and specifications, and on site conditions affecting or which may affect installations.
 3. Establish coordinated and scheduled time frame for installation of sealant in stone paving joints with allowance for correct curing time of mortar setting bed. See Division 2 Section "Site Work Joint Sealants" for additional requirements.
- H. Fabrication and Installation Tolerances:
1. Except as noted, all joints shall be nominal 1/2" with Joint dimension tolerance shall be minus 0", plus 1/16".
 2. Stone fabrication dimension tolerance shall be plus 0, minus 1/16" in both directions with 90 deg. angle for all corners.
 3. Stone fabrication face dimension tolerance (flatness) shall be plus 0", minus 1/16" in all directions.
 4. Stone fabrication thickness tolerance shall be minus 1/4", plus 1/4".
 5. Variation from Level, Slope, and Grade: For grades, slopes, level conditions, and other conspicuous lines indicated, surfaces shall be true to grade, slope, and line indicated within 1/8" in any 20 feet.
 6. Variation in Cross-Sectional Dimensions: For thickness of conditions from dimensions shown, do not exceed minus 1/8", nor plus 1/4".
 7. Offset at Joints: Do not exceed plus or minus 1/16-inch unit-to-unit offset from flush (lippage) nor 1/8 inch in 24 inches.
 8. Variation from Plumb: For vertical lines and surfaces, do not exceed 1/8" inch in 10 feet.
 9. Tolerances shall not be accumulative.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Storage and Protection: Protect stone, aggregate, and other system components during storage and construction against moisture, soiling, staining, and physical damage.
1. Store stone on wood skids or pallets, covered with non-staining, waterproof membrane. Place and stack skids and stones to distribute weight evenly and to prevent breakage or cracking of stones. Protect stored stone from weather with waterproof, non-staining covers or enclosures, but allow air to circulate around stone.
 2. Store cementitious materials on elevated platforms, under cover, and in a dry location. Do not use cementitious materials that have become damp.
 3. Store liquids in tightly closed containers protected from freezing.
 4. Store metal items, to prevent corrosion and accumulation of dirt and oil.

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- B. Handling and Unloading: Handle stone to prevent chipping, breakage, soiling or other damage. Do not use pinch or wrecking bars without protecting edges of stone with wood or other rigid materials. Lift with wide-belt type slings wherever possible; do not use wire rope or ropes containing tar or other substances which might cause staining. If required, use wood rollers and provide cushion at end of wood slides.

1.7 PROJECT / SITE CONDITIONS**A. Environmental Requirements:**

1. Hot-Weather Requirements: Protect stonework when temperature and humidity conditions produce excessive evaporation of water from mortar setting beds and joint grout. Provide artificial shade and wind breaks and use cooled materials as required. Do not apply setting mortar or joint grout to substrates with temperatures of 100 degrees F. (38 deg C.) and above.
2. Cold-Weather Requirements: Do not use frozen materials or materials mixed or coated with ice or frost. Do not build on frozen sub-grade or setting beds. Remove and replace stonework damaged by frost or freezing conditions. Comply with cold weather limitations and requirements specified herein:
 - a. Protect stone paving material and components against freezing when atmospheric temperature is 40 degrees F. (4 degrees C.) and falling. When conditions require, heat materials to provide mortar and grout temperatures between 40 and 120 degrees F. (4 and 49 degrees C.).
 - b. Provide the following protection for completed portions of work for 24 hours after installation when the mean daily air temperature is as indicated: below 40 degrees F. (4 deg C.), cover with weather-resistant membrane; below 25 degrees F. (minus 4 degrees C.), cover with insulating blankets; below 20 degrees F. (minus 7 degrees C.), provide enclosure and temporary heat to maintain temperature above 32 degrees F. (0 degrees C.).
 - c. Maintain minimum ambient temperatures of 50 degrees F. (10 degrees C.) during installation of stone paving and for 7 days after completion, unless higher temperatures are required by fabricator's or supplier's instructions.
3. Cold-Weather Cleaning: Use liquid cleaning methods only when air temperature is 40 degrees F. (4 degrees C.) and above and will remain so until stone masonry has dried out, but not less than 7 days after completing cleaning.

PART 2 - PRODUCTS**2.1 STONE MATERIALS****A. Characteristics and Quality:**

1. All stone shall be carefully selected from sound stock and shall be free from defects impairing strength, durability, function, or appearance, such as cracks, seams, starts, holes, flaws or imperfections which have been patched or filled. All stone shall be free from any material producing stains after weathering.
2. Unless otherwise approved or directed by the Architect, provide matched blocks from a single quarry for each type, variety, color, and quality of stone required. Extract blocks from a single bed of quarry stratum especially reserved for Project, unless stones from randomly selected blocks are acceptable to the Architect and Owner for aesthetic effect.

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3. Stone shall be uniformly consistent in color, value, graining texture, and other features to the extent inherent in each stone type.
 - a. Color and value variations shall be within ranges established by approved samples.
 - b. Graining and texture variations, whether highly figured or uniform, shall be consistent in all material supplied.

- B. Stone Types: The following establishes acceptable stone material, color range, and finish under consideration for selection by the Owner. Comply with "Source Limitations for Stone" in Article "Quality Assurance" herein and provide specified stone materials as a "Basis of Design" (no substitutions):
 1. Granite Stone Material Type G-1 (For paving at Esplanade):
 - a. Provide stone material Type G-1 from one of the following:
 - 1) "Autumn Brown" as quarried by Granicor and distributed by Furlong & Lee, 51 East 42nd Street, New York, NY 10017 (212/986-3828).
 - 2) "Polychrome" as quarried by Granicor and distributed by Furlong & Lee, 51 East 42nd Street, New York, NY 10017 (212/986-3828).
 - 3) "Newton Brown" as distributed and quarried by Polycor, 1040 Rue Bussiere St. Sebastian, Quebec G0Y-1M0, Canada (www.Polycor.com.). Contact person: Claremont Perron (678/234-1066).
 - 4) "Huron Rose" as distributed and quarried by Polycor, 1040 Rue Bussiere St. Sebastian, Quebec G0Y-1M0, Canada (www.Polycor.com.). Contact person: Claremont Perron (678/234-1066).
 - b. Fabricate paving stone material Type G-1 with thermal finish on all exposed faces.

 2. Bluestone Stone Material Types B-1 and B-2: Bluestone pavers shall be of tough, sound, durable, fine-grained blue-grey to green color Bluestone of uniform color; free from reeds, stains, injurious seams, delaminations, and other imperfections.
 - a. Bluestone for the Type B-1 and B-2 designations indicated shall be provided as follows:
 - 1) "Green Range" New York State Bluestone as supplied by Hobart Stone Dealers, Inc., 761 Conklin Road, NY 13903 (607/723-0834).
 - 2) Or approved equal as approved by Owner.
 - b. Fabricate Bluestone material Types B-1 and B-2 with thermal finish on all exposed faces.

- C. Quarrying Supervision:
 1. Quarrying of stone shall be supervised and coordinated by the stone fabricator to insure that the as-quarried block orientations will yield finished stone material with characteristics as specified.
 2. Stone for each designated type or grouped types shall be cut from matched blocks. Matched blocks shall mean blocks extracted from a single bed of stratum in the quarry. The use of blocks chosen at random, though similar in general character and color to that of the approved stone shall not be permitted, except by written permission of the Architect.

- D. Provisions for Examinations:

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1. Examination at the Quarry: Quarried stone blocks shall be made available for inspection at Architect's request.
 2. Examination at the Fabrication Plant: Production units of stone shall be made available for inspection at Architect's request. To this end, the Contractor shall, after approval of final shop drawings, advise the Architect when production has begun and of the earliest possible opportunity to inspect a representative sampling of stone production work.
 3. Contractor shall provide lighting that is sufficient in intensity and color range to permit an adequate examination of stone to the satisfaction of the Architect.
- E. Visual Criteria for Stone: All examinations, selections, and approvals shall be for the purpose of achieving a final appearance of stone with greatest possible uniformity, and will be based upon the following criteria.
1. All stone shall be of sound stock and uniform texture, and shall be free from holes, seams, chips, cracks, shakes, clay pockets, spalls, stains, starts, and other defects that are not natural to the stone type specified and that would impair the strength, durability and appearance of the work, as determined by the Architect.
 2. Inherent variations characteristic of the stone and the quarry from which the stone is to be obtained shall be brought to the attention of the Architect at the time the samples are submitted for approval, and shall be subject to approval of the Architect.
 3. Stone shall be selected for background color, veining, marking and matching, shall run in even shades, and shall be set accordingly.
- F. Physical and Mechanical: Structural and loading considerations/design shall be based on the mechanical and physical properties of the selected stone. Performance data for these properties shall have been derived by the Contractor from tests using a minimum of 5 specimens prepared from different blocks selected for production of stone units for Project. Contractor shall submit data to the Architect.
1. Absorption and Bulk Specified Gravity (ASTM C97).
 2. Flexural strength (ASTM C880).
 3. Compressive Strength (ASTM C170).
 4. Modulus of Rupture (ASTM C99).

2.2 STONE INSTALLATION MATERIALS

- A. Stone Support System(s):
1. Furnish all anchors, clamps, dowels, tiebacks, fastening devices, supports, and the like fitting hardware as necessary to properly secure stone units. Types to be approved, of sizes and shapes to fit each particular support condition encountered. Metal components shall be stainless steel, Type 302/304, nonmagnetic.
 2. Lead or plastic buttons used shall be of the thickness required for the joint size shown or as specified, and of the size required to maintain a uniform joint width, and meet the load requirements of stone installation condition.
 3. Support components, anchors, fastening devices, and accessories shall be manufactured by an Architect approved company or companies specializing in the design and fabrication of stone support systems. Sizes and thicknesses of all components shall be determined and/or confirmed by manufacturer's engineering calculations for each condition of stone material type, loading, applied external forces, and use. Provide sizes not less than shown.
 - a. Sheet, bar and plate: ASTM A-666, Type 304.
 - b. Fasteners, anchor bolts, nuts and washers: AISI Type 304, non-magnetic, ASTM A67.

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- c. Shims: AISI Type 304.
- B. Setting Mortar and Joint Mortar/Grout Materials:
 - 1. Setting Mortar and Joint Mortar: Preblended Polymer Modified Setting Bed Mortar; SpecMix or approved equal with galvanized reinforcing mesh. Color selection by Architect. Install in strict accordance with Manufacturer's specifications.
- C. Compressible Foam Joint Filler (for control joints): Compressible and resilient premoulded joint filler of vinyl, neoprene, or polyethylene foam, and compatible with sealant. Joint filler complying with ASTM D1056, Grade 2A1, shall be thickness of joint with height full depth of setting bed and stone unit less depth of sealant and backer rod.
 - 1. For Sealant work, reference Division 2 Section "Joint Sealant for Site Work" and use of two part urethane type sealant as specified and selected with custom color by Architect.

2.3 MORTAR AND GROUT MIXES

- A. General: Comply with manufacturers' written instructions for mix proportions, mixing equipment, mixer speeds, mixing containers, mixing times, and other procedures needed to produce setting-bed and joint materials of uniform quality and with optimum performance characteristics. Discard mortars when they have reached their initial set.
- B. Cement-Paste Bond Coat: Mix bond coat to a consistency similar to that of thick cream and consisting of either neat cement and water or cement, sand, and water.

2.4 STONE FABRICATION

- A. Stonework shall be executed by mechanics skilled in the trade. All stone shall be well-cured and seasoned before cutting.
- B. Stone shall be accurately cut to sizes, shapes, dimensions, and details shown and in accordance with approved shop drawings for each type and condition. There shall be no deviation from jointing shown or specified.
 - 1. For granite, comply with recommendations of National Building Granite Quarries Association's (NBGQA) "Specifications for Architectural Granite".
- C. Exposed surfaces and edges of stone units shall be free from cracks, broken corners, chipped edges, scratches, or other defects affecting appearance. No patching or hiding of defects will be permitted.
- D. Cut stone full and true on faces, reveals, beds joints, and top to the full dimensions required. Edges shall be straight and true with sharp and true arrises. All units shall fit together accurately.
 - 1. Stone Edges: Edges, corners and radii shall be as shown on the Contract Drawings.
 - 2. Bluestone and Granite edges shall be dressed squared to the tops for the full thickness.
 - 3. Cut stone to produce joints of uniform widths as indicated on Contract Drawings and approved shop drawings.
 - 4. Backs of stone units shall be sawn to true planes, parallel to face plane. Clean sawn backs of stones to remove rust stains and iron particles.

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5. Maximum deviation from straight line or radii indicated shall not exceed 1/16" when measured with a 10 foot straightedge or radial template, or plus or minus one-fourth the width of joints, whichever is more stringent.
 6. Reference additional Fabrication and Installation Tolerances herein.
- E. Thickness: Provide stone units of thickness shown on Contract Drawings. Provide greater stone thickness than shown where thickness shown is insufficient for the sizes or where extent of cut-outs shown decreases effective strength of the remaining material, for proper and sufficient anchorage, or for suitable and adequate bearing areas of surfaces.
1. Maximum variations in thickness from that shown not to exceed 1/8" on units 1 3/4" thick or less.
- F. Fabricate stone so that joints between units shall be as shown on the Contract Drawings typically for alignment and spacing. Make faces of stone in same plane flush at joints. Finished surfaces shall be true and out of wind.
- G. Include all cutting, drilling, and fitting of stone required to accommodate the work of other trades. In cutting and fitting, carefully cut and grind edges to a neat, tight, fit. Cutting shall be in such a manner so as to not impair strength or appearance.
1. Use physical templates (not just drawing dimensions) for all cutting and drilling. Obtain required templates from appropriate trades.
 2. Cut and drill sinkages and holes in stones for anchors, fasteners, supports, and lifting devices as indicated or needed to set dimension stonework securely in place; shape beds to fit supports. Do not locate holes sinkages within 1-1/2" of exposed surfaces.
- H. Identifying marks on stone pieces shall be applied in such a manner that markings will not interfere with application or performance of sealant applied between stone joints.
- I. Finishing:
1. Exposed Faces and Edges: Provide finish on stone units indicated for each stone material type and as approved by Architect. Typically, stone shall be thermal finish unless otherwise indicated.
 - a. Thermal finish shall be as defined by NGBQA and shall be mechanically applied by flame in the long direction of finished work. The application of stone thermal finish shall be controlled to avoid any visible directionality and shall be subject to the Architect's review and approval.
 2. Bed and Joint (Concealed) Surfaces: Provide sawn full square, ground, and rubbed smooth. The quality of exposed bed (top and bottom) surfaces shall be subject to the Architect's review and approval.
 3. Backs: Back of unit surfaces when concealed from view shall be ground and rubbed smooth.

PART 3 - EXECUTION**3.1 EXAMINATION**

- A. Verification of Conditions: Examine surfaces to receive stone masonry, with stonework Installer present, for compliance with requirements, for installation tolerances, and other conditions affecting performance of stonework.

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1. Examine substrate to verify that inserts, reinforcement, anchors, ties, dowels, and other items installed in unit masonry or concrete and required for or extending into stonework are correctly installed.
 2. Proceed with installation after unsatisfactory conditions have been corrected.
- B. Review installation procedures and coordinate with other work, and with other contractors whose work will be affected by the stonework.

3.2 PREPARATION

- A. Prior to installation, examine surfaces to receive stonework and do not proceed until any defects detrimental to the finished work are corrected.
- B. Layout of Work: Accurately lay out stone surfacing and paving work to patterns and to fit conditions as indicated, encountered on site, and specified for installation. Comply with set out control points as indicated and coordinate with other work of Project. Provide additional control points and stakeouts as required to effect correct alignments and grade elevations. Advise Construction Manager of any discrepancies or on-site conditions detrimental to critical layouts and obtain approved correction.
- C. Prior to setting bed placements, verify base slab placement to correct line and grade and with correct finish and clean base surface.
1. Vacuum clean concrete substrates to remove dirt, dust, debris, and loose particles.
 2. Remove substances, from concrete substrates, that could impair mortar bond, including curing and sealing compounds, form oil, and laitance.
- D. Clean unit paver surfaces that have become dirty or stained by removing soil, stains and foreign materials before setting. Clean stone by thoroughly scrubbing with fiber brushes and then drenching with clean water. Use only mild cleaning compounds that contain no caustic or harsh materials or abrasives.
- E. Coordinate with work specified elsewhere for sealant work between stone units and, by separate contract work, between stonework and adjacent dissimilar material as indicated or otherwise required to complete installation.
- F. Advise installers of other contract work about specific requirements for placement of anchors, ties, flashing, and similar items to be built into stonework.

3.3 INSTALLATION

- A. General:
1. Do not use stone units with chips, cracks, voids, stains, discolorations, or other defects that might be visible in the finished work. If installed, remove and replace with stone units meeting specification requirements and approval of the Architect.
 2. Execute the work by skilled mechanics, and employ skilled stone fitters / cutters at site for necessary field cutting as stone is set.
 3. Clean stone (especially edges) before setting.
 4. Set stone in accordance with Contact Documents and final approved shop drawings. Provide anchors, supports, fasteners, and other attachments shown, or necessary to secure stone in place. Shim and adjust accessories as required for proper and correct setting of stone.
 5. Completely fill holes, slots and other sinkages for anchors, dowels, fasteners and supports with epoxy grout as applicable to conditions during setting of stone.

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6. Erection and Installation Tolerances: Reference Part 1 Article "Quality Assurance".
- B. Stone Paving and Surfacing Applications:
1. Joint Pattern: Set unit pavers to comply with Contract Documents and approved Shop Drawings. Match for color and pattern by using units numbered in sequence as indicated on approved Shop Drawings.
 2. At conditions where required to field fit work, cut unit pavers with motor-driven masonry saw equipment to provide clean, sharp, un-chipped edges. Cut units to provide pattern indicated and to fit adjoining work neatly. Use full units without cutting where possible. Hammer cutting is not acceptable.
 - a. Scribe and field cut pavers as necessary to fit at obstructions. Produce tight and neat joints.
 - b. In cutting and fitting, carefully cut and grind edges to a neat tight fit. Do cutting in such manner so as not to impair strength or appearance of stone. Use physical templates for all cutting and drilling and obtain required templates from appropriate trades.
 - c. Cut stone units shall not have any dimension less than 1/3 full unit size.
 - d. Individual specialty units shall not be cut.
 3. Saturate concrete base slab with clean water several hours before placing setting bed. Remove surface water about one hour before placing setting bed.
 4. Apply cement-paste bond coat over surface of concrete base slab about 15 minutes before placing setting bed. Limit area of bond coat to avoid its drying out before placing setting bed. Do not exceed 1/16-inch thickness for bond coat.
 5. Apply mortar bed with reinforcing mesh over bond coat immediately after applying bond coat. Spread and screed setting bed to uniform thickness and at sub-grade elevations required for accurate setting of stone pavers to finished grades indicated.
 6. Mix and place only that amount of mortar bed that can be covered with stone pavers before initial set. Cut back with bevel edge and remove and discard setting-bed material that has reached initial set before placing pavers.
 7. Place stone pavers before initial set of cement occurs. Immediately before placing pavers on setting bed, apply uniform 1/16-inch thick, slurry bond coat to bed or to back of each paver unit with a flat trowel.
 8. Tamp or beat pavers with a wooden block or rubber mallet to obtain full contact with setting bed and to bring finished surfaces within indicated tolerances. Set each stone paver in a single operation before initial set of mortar; do not return to areas already set and disturb pavers for purposes of realigning finished surfaces or adjusting joints.
 9. Spaced Joint Widths: See Contract Drawings.
 10. Expansion joints in paving shall occur as shown on Contract Drawings and typically shall align with expansion joints in the base slab. Expansion joints shall be full depth from top of stone paver to top of concrete base slab and shall be filled with compressible filler as backing for subsequent backer rod and sealant installation.
 - a. For Sealant at joints, refer to Division 2 Section "Joint Sealant for Site Work" Joint sealants and backer rod shall occur over compressible foam filler as specified herein. Foam filler shall occur from top of setting bed to underside of backer rod.
 - b. Keep expansion joints free of mortar and other rigid materials.
 11. Arrange stones for good fit with joint widths within tolerances indicated, and to provide offset between vertical joints as indicated.
- C. Setting Stone Curbs and Other Solid Units (on ground): Set units, with dowel pins as indicated, in full foundation bed of cement mortar as indicated. Joint grout shall be applied as a separate operation specified in Article "Pointing" herein and shall be of color selected and approved by Architect.

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UNIT PAVEMENT RESTORATION**3.4 POINTING**

- A. Prepare stone joint surfaces for pointing with grout/mortar by removing dust and mortar particles. Apply pointing grout/mortar by placing and compacting in layers not greater than 3/8 inch (10 mm) until a uniform depth is formed in the raked out joint.
- B. Compact each layer thoroughly and allow to become thumbprint hard before applying next layer.
- C. Tool joints of pointing grout/mortar to thumbprint hard surface condition. Use a smooth jointing tool to produce a smooth, flat face slightly below edges of stone.

3.5 PROTECTION OF STONEMWORK

- A. Prevent materials used for installing work of this Section from staining or damaging the exposed surfaces of stone units or the exposed surfaces of the adjoining construction. Immediately remove mortar, grout or other detrimental materials from exposed surfaces of stone or adjoining construction.
- B. During installation, cover tops/surfaces of walls, steps, and projections that may be subject to washout or damage with waterproof sheeting at the end of each day's work. Cover partially completed stonework when construction is not in progress.
- C. Protect all stonework from other materials that will cause staining or defacement. Stone subject to damage after setting shall be properly covered or protected.
 - 1. Lumber or other material liable to stain or deface the stone shall not be used in contact with stone.
- D. After installation, protect stonework from damage during subsequent construction activities.
 - 1. Provide additional protection for finished work such as the following:
 - a. Inscribed paving units.
 - b. Exposed edges, corners, and all other stone liable to physical injury or staining.
 - 2. Protection shall include but is not limited to non-staining approved coverings, and clean non-staining wood boxing. All fastenings or hold-back devices shall be stainless steel. Fastening to stone joints is prohibited.
- E. At Substantial Completion of Project construction work or as directed by Construction Manager, remove all temporary protection installed as work of this Section.
- F. Provide final protection and maintain conditions, in a manner acceptable to manufacturer and Installer that ensure stonework is without damage and deterioration-

3.6 ADJUSTING, CLEANING, AND REPAIRING

- A. Examine all work and repair all damage. Clean soiled or stained surfaces. In the event damage is irreparable, or soiled or stained surface cannot be cleaned, then remove and replace such items at no additional cost to Owner.
- B. Remove and replace stonework of the following description:

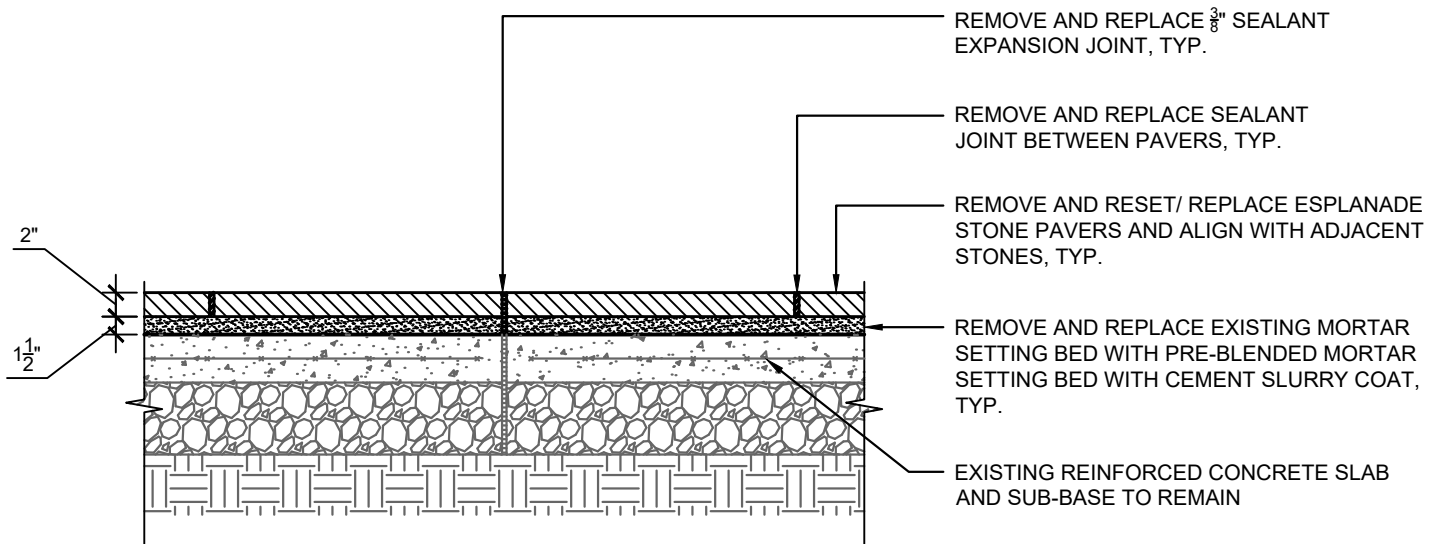
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1. Defective, broken, chipped, stained, or otherwise damaged stone units installed as work of this Section.
 2. Unfilled or defective joints.
 3. Stone masonry and joints not matching approved samples and mockups.
- C. Replace in a manner that results in stonework matching approved samples and mockups.
- D. In-Progress Cleaning: Clean stonework as work progresses. Remove grout/mortar fins and smears before tooling joints.
- E. Final Cleaning: After setting mortar and, as applicable, grout is thoroughly set and cured, clean stonework as follows:
1. After completion of any repair work, clean exposed surfaces of all stone surfaces and units installed as work of this Section with clean water and stiff fiber brushes until all dirt, stains, efflorescence, grout/mortar, and other defacements are removed. Use cleaner and procedures recommend by stone quarry and stone fabricator and approved by Architect. Do not use wire brushes, metal scrapers or acids. Protect adjacent surfaces from damage during cleaning operations.
 2. Remove large mortar particles by hand with wooden paddles and nonmetallic scrape hoes or chisels.
 3. Test cleaning methods on mockup; leave one-half of panel un-cleaned for comparison purposes. Obtain Architect's approval of sample cleaning before proceeding with cleaning of each area or element of stonework.

END OF SECTION 04852

APPENDIX B-1
DETAILS

(SEPARATE ATTACHMENT)



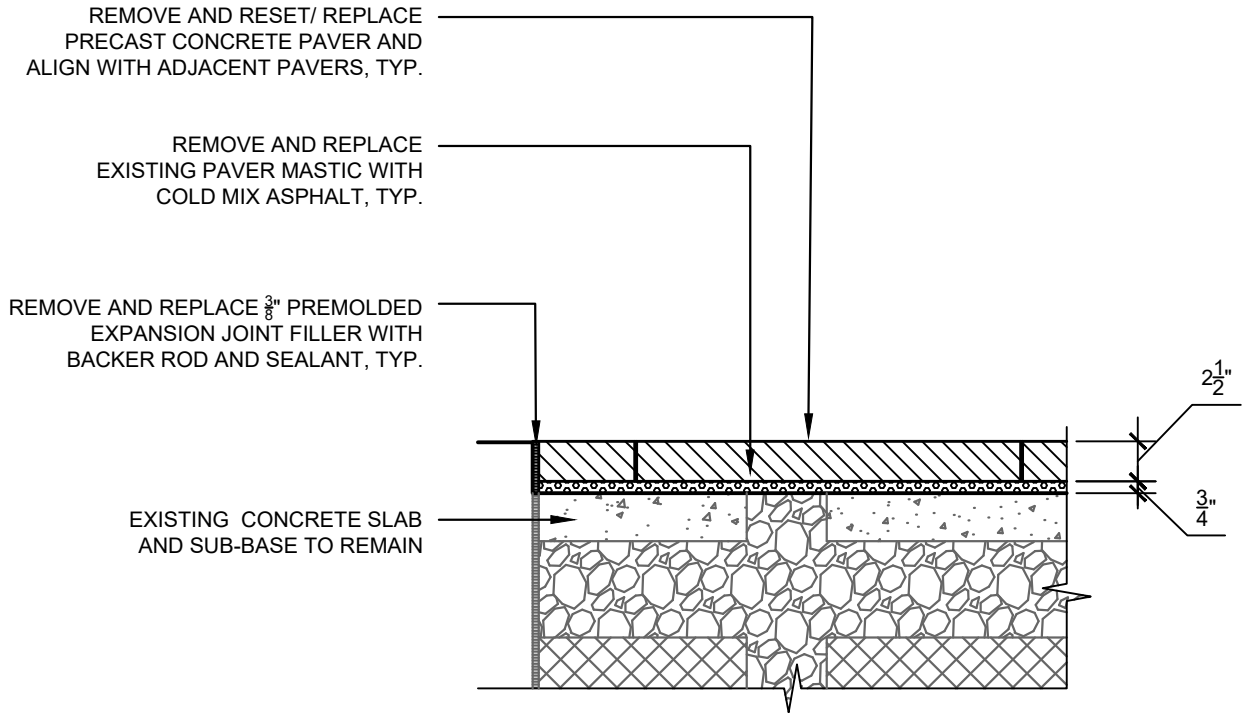
NOTE:
ALL STONE PAVERS INSTALLED UNDER THIS
CONTRACT SHALL INCLUDE PERIMETER SEALANT



REMOVE AND RESET/ REPLACE ESPLANADE STONE PAVING

SCALE: NTS

REFERENCE SPECIFICATION SECTION
04852 STONE ASSEMBLIES

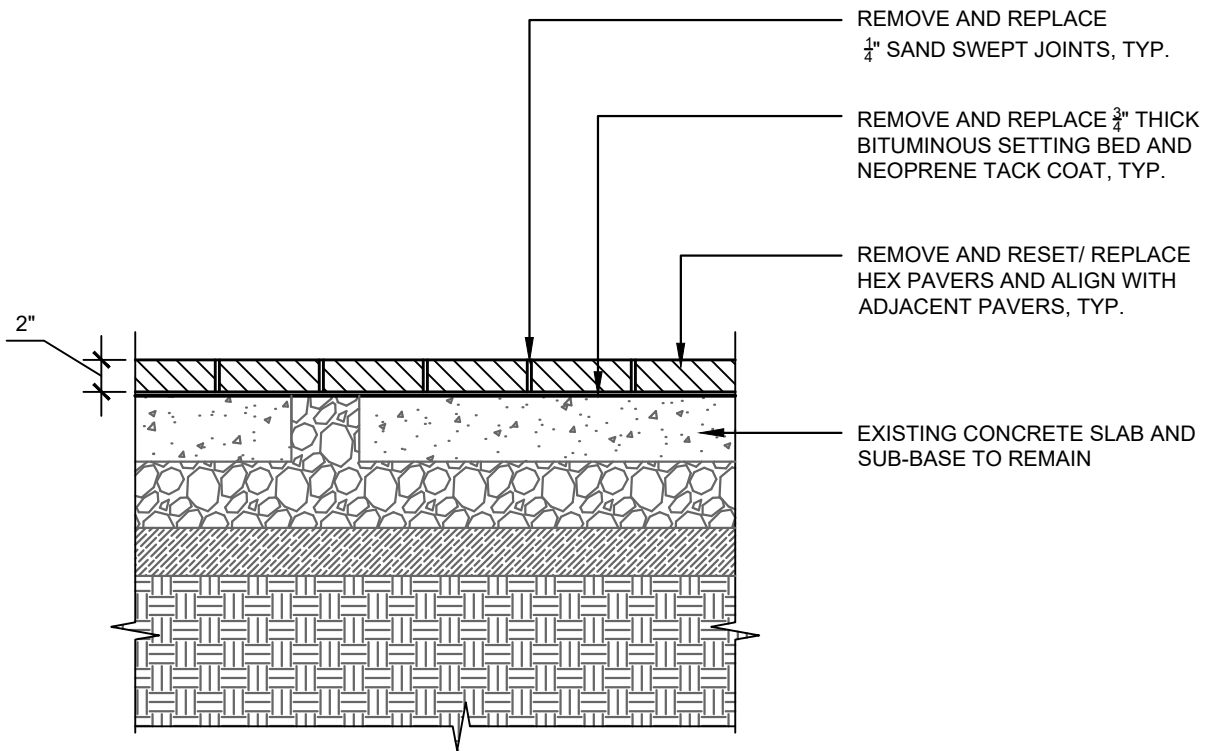


B

REMOVE AND RESET/REPLACE PRECAST CONCRETE PAVER

SCALE: NTS

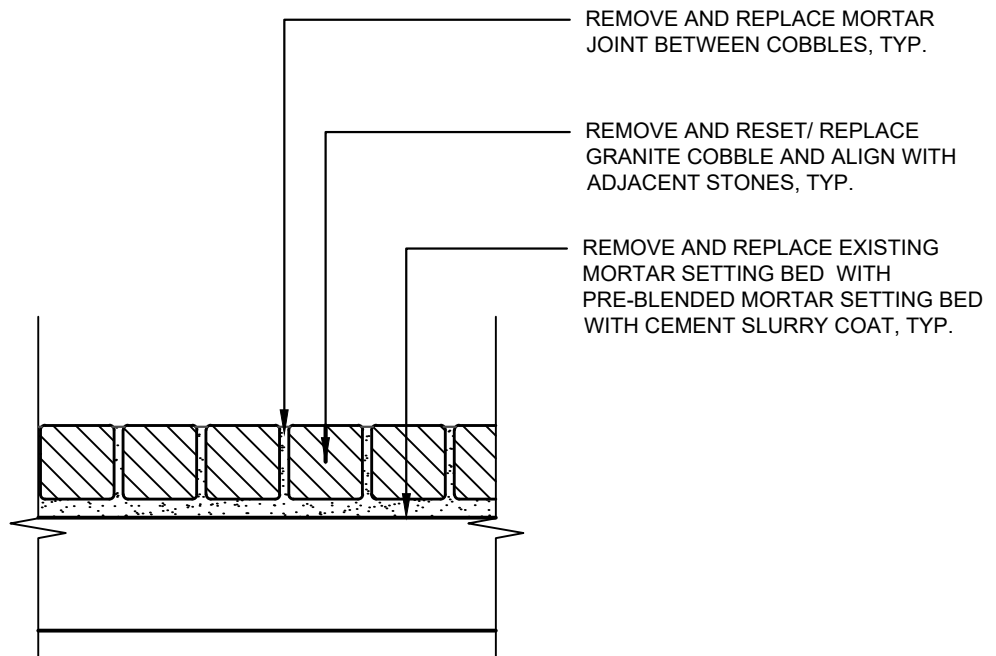
REFERENCE SPECIFICATION SECTION
02780 UNIT PAVERS



REMOVE AND RESET/REPLACE HEX PAVER

SCALE: NTS

REFERENCE SPECIFICATION SECTION
02780 UNIT PAVERS

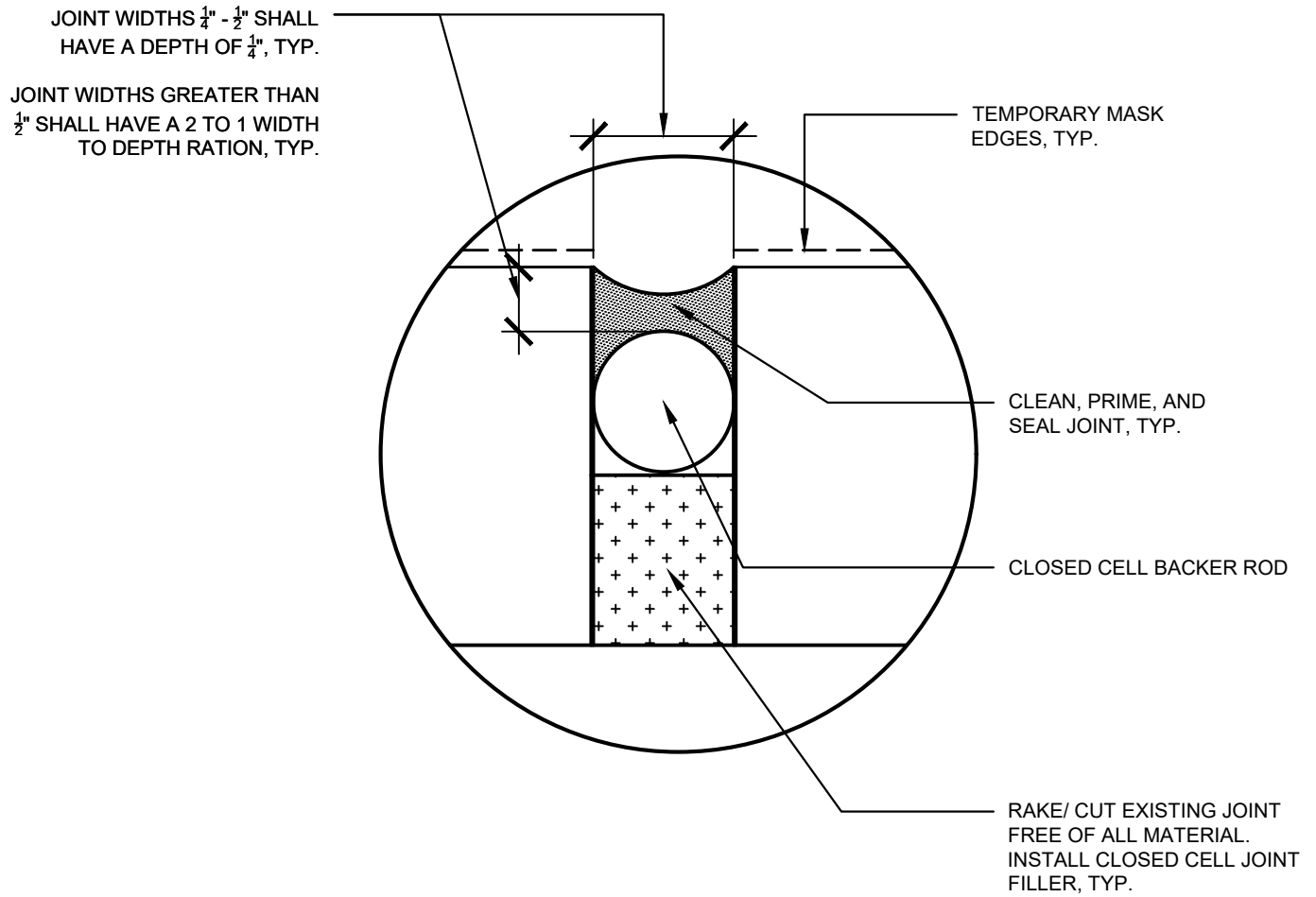


D

REMOVE AND RESET/REPLACE GRANITE COBBLE

SCALE: NTS

REFERENCE SPECIFICATION SECTION
02780 UNIT PAVERS

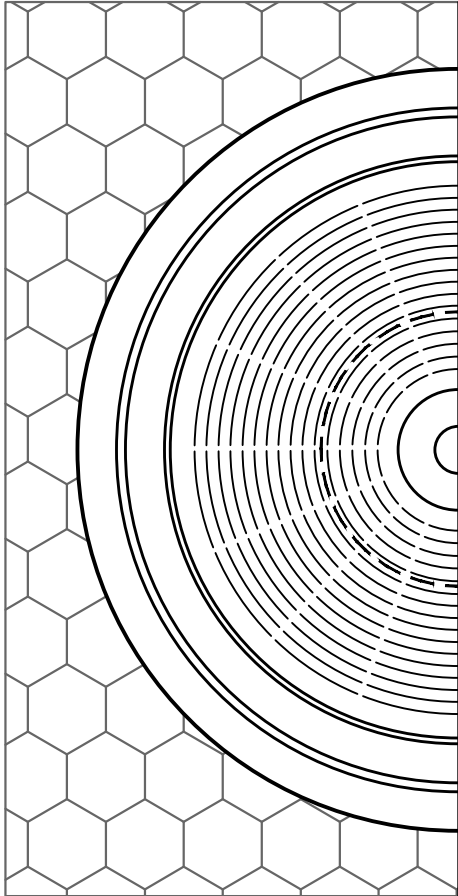


E

REPLACE SEALANT JOINT

SCALE: NTS

REFERENCE SPECIFICATION SECTION
02764 SITE WORK JOINT SEALANTS



CUT EXISTING STEEL TREE GRATE TO ACCOMMODATE TREE GROWTH; UTILIZE RING 8" AWAY FROM EDGE OF EXISTING TREE TRUNK, TYP.



ADJUST STEEL TREE GRATE

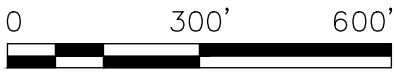
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APPENDIX B-2
PARK PLAN

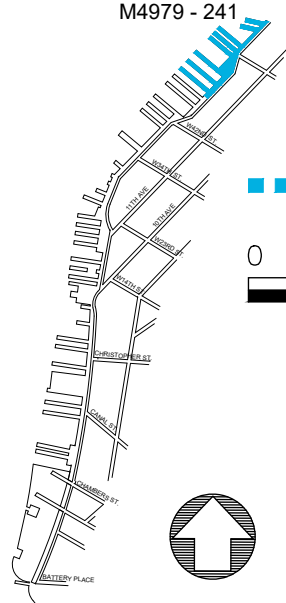
(SEPARATE ATTACHMENT)

M4979 - 241

CONTRACT LIMIT LINE



KEY MAP
NTS



97

96

94

92

90

88

86

CLINTON COVE

W 52ND ST

W 51ST ST

W 50TH ST

W 49TH ST

W 48TH ST

ROUTE 9A

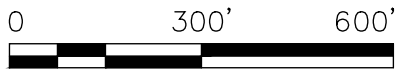
HUDSON RIVER PARK PARKWIDE UNIT PAVER RESTORATION

APPENDIX B-2: SHEET 1
PIER 97 - PIER 86

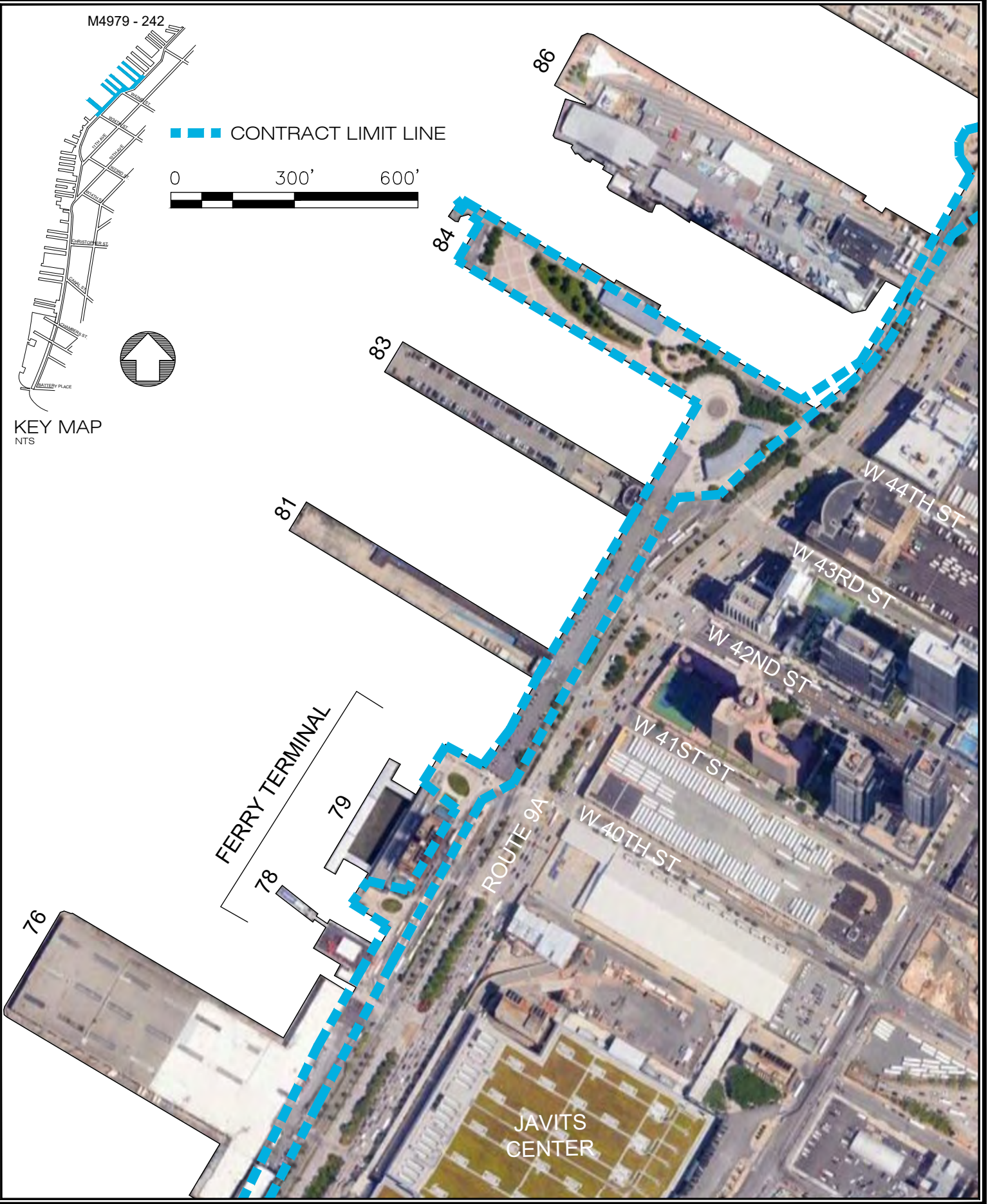
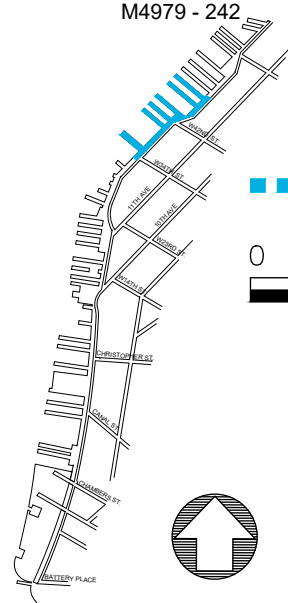


M4979 - 242

CONTRACT LIMIT LINE

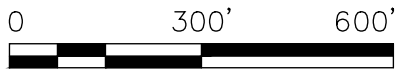


KEY MAP
NTS

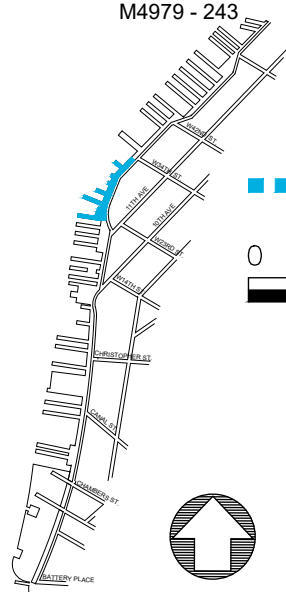


M4979 - 243

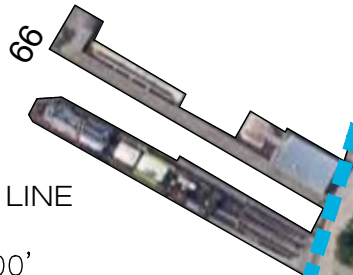
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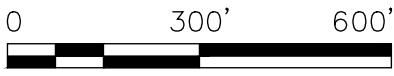
KEY MAP
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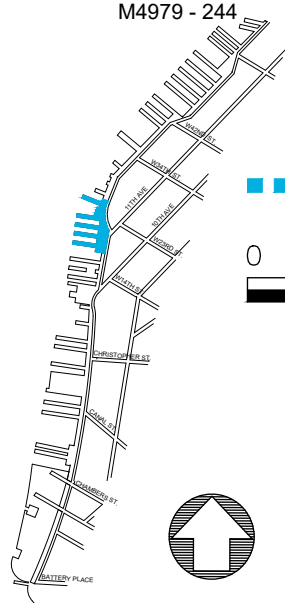
M4979 - 244



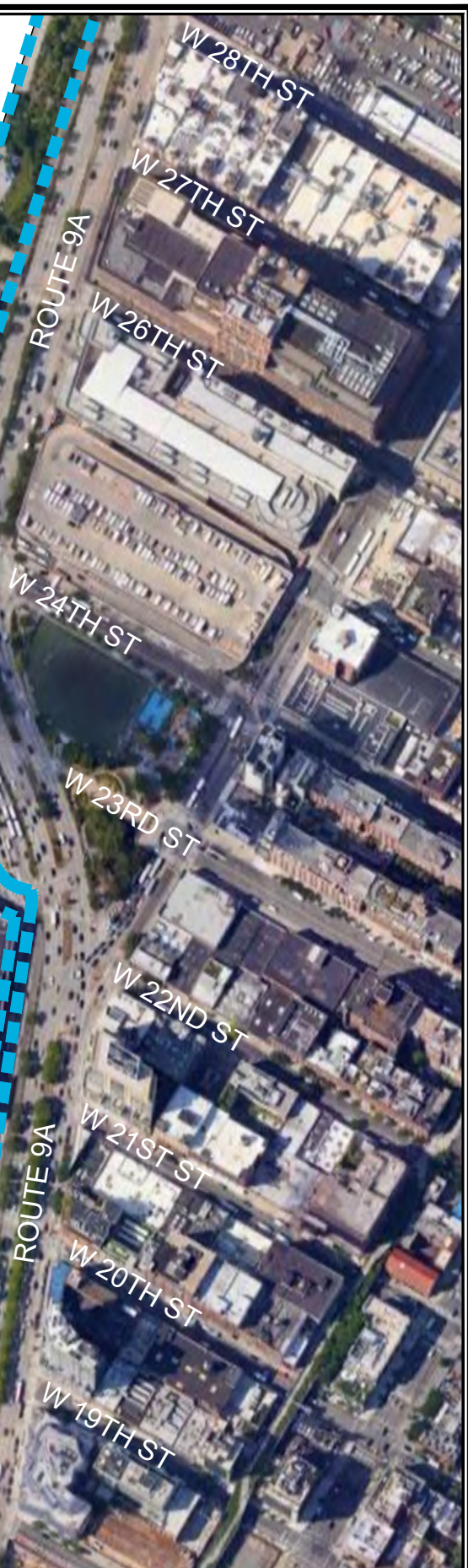
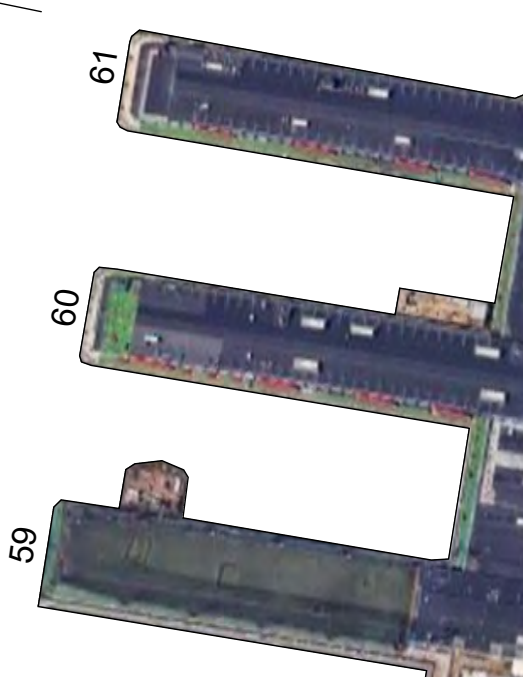
CONTRACT LIMIT LINE



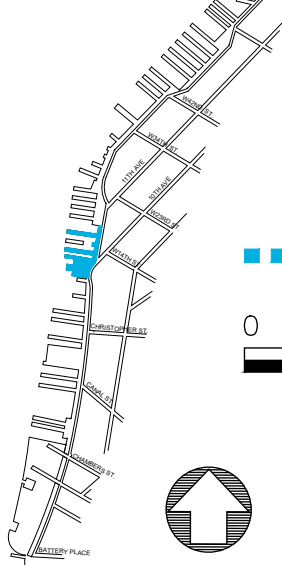
KEY MAP
NTS



CHELSEA PIERS

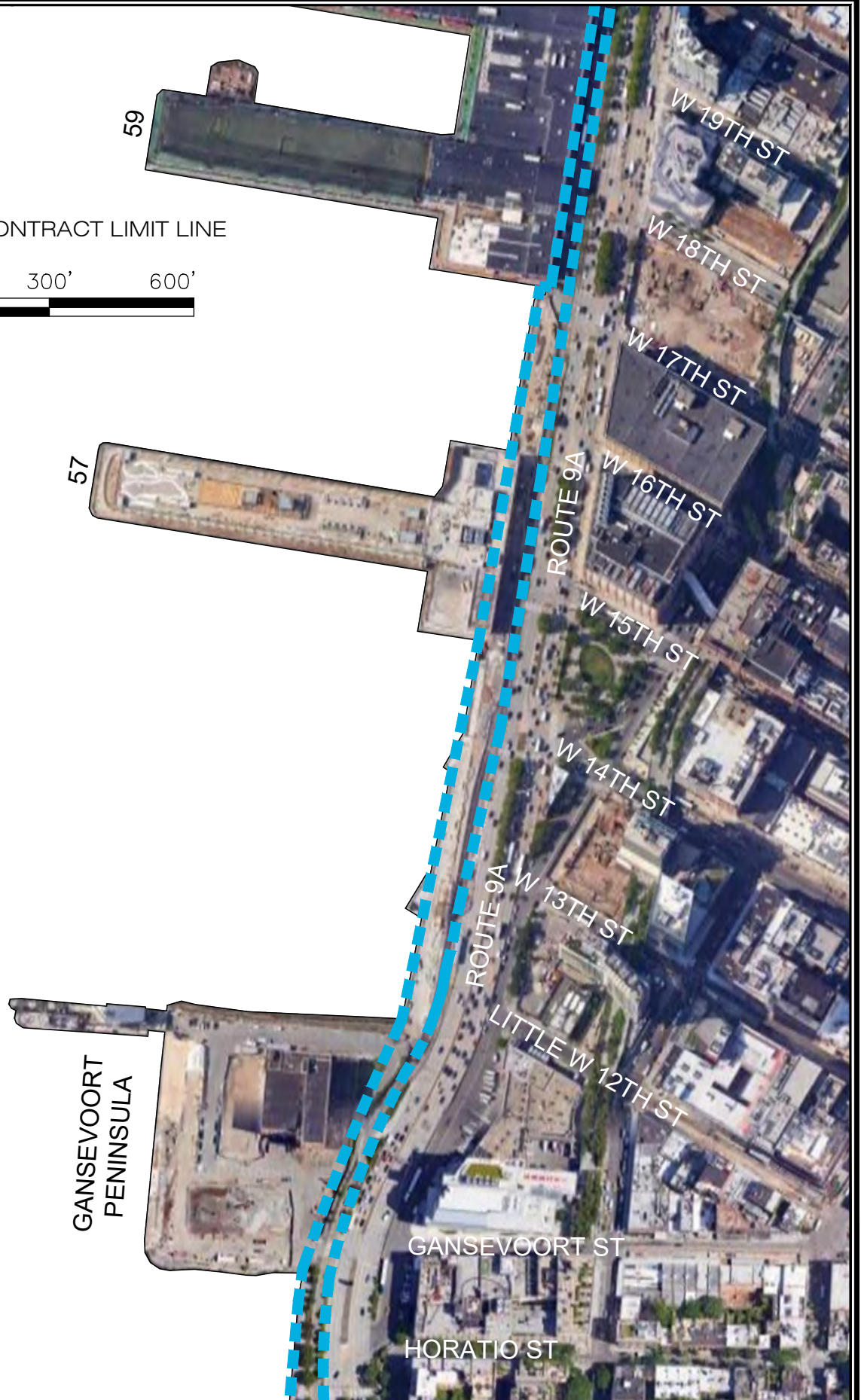


M4979 - 245



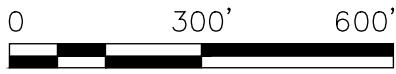
KEY MAP
NTS

CONTRACT LIMIT LINE

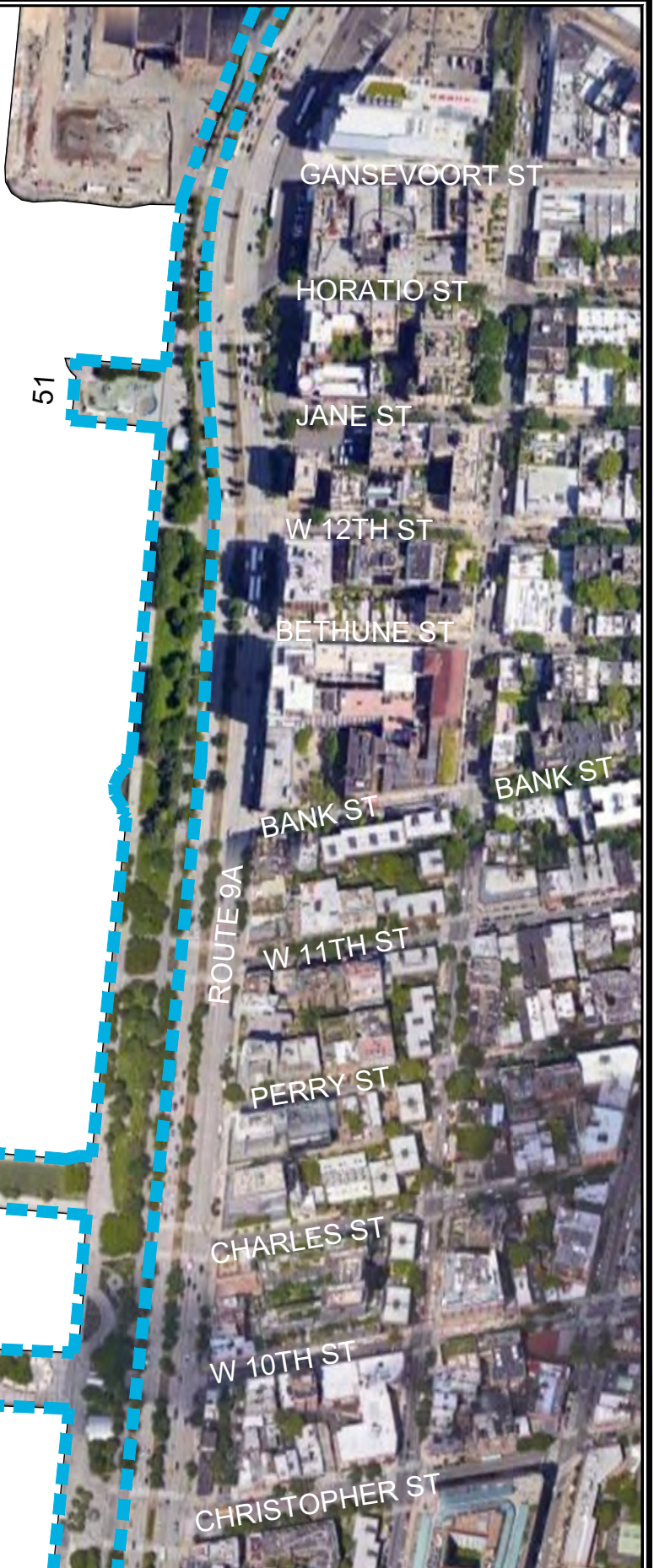
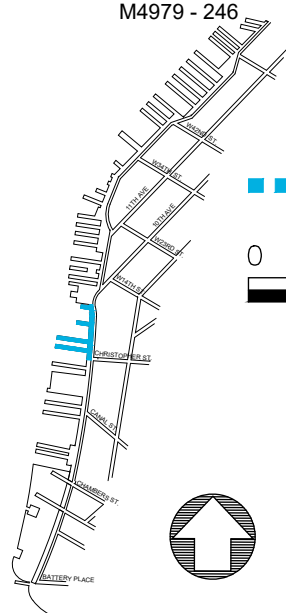


M4979 - 246

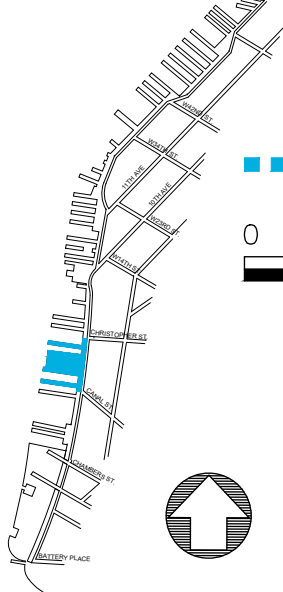
CONTRACT LIMIT LINE



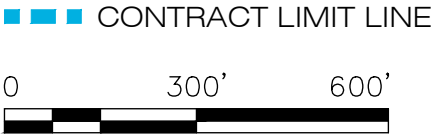
KEY MAP
NTS



M4979 - 247



KEY MAP
NTS



PIER
40



34



CHRISTOPHER ST

BARROW ST

MORTON ST

LEROY ST

CLARKSON ST

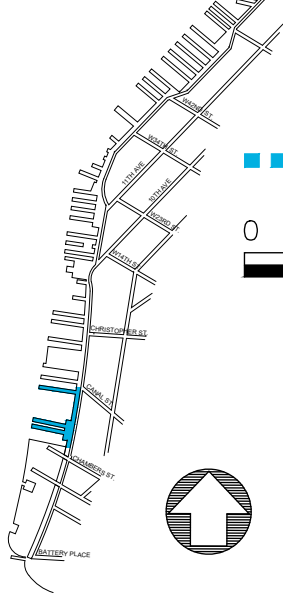
ROUTE 9A

SPRING ST

CANAL ST

CANAL ST

M4979 - 248



KEY MAP
NTS

CONTRACT LIMIT LINE



26

25

BATTERY
PARK CITY

CANAL ST

WATTS ST

DESBROSSES ST

VESTRY ST

LAIGHT ST

HUBERT ST

N MOORE ST

ROUTE 9A

APPENDIX C
FEE AND COST SCHEDULE:

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

[INSERT UPON CONTRACT AWARD]

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 [**Three Million Dollars (\$3,000,000)**] 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.

- a. All proposed drivers of Trust vehicles shall submit a NYSDMV MV-15GC form to the Trust for evaluation and approval prior to being authorized to operate Trust vehicles. All drivers will then be entered into the Trust's NYSDMV License Event Notification System Account.
- b. Contractor shall reimburse the Trust for any damages to Trust vehicles, or for property damage resulting from use of Trust vehicles, caused by the Contractor's staff.

(3) Workers Compensation, Employers Liability and Disability Benefits Insurance [and US Long Shore & Harbor Workers] 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.

- c. The NY State Workers Compensation Board guideline regarding these requirements is available at:

<http://www.wcb.ny.gov/content/main/forms/AllForms.jsp>

- d. 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

- e. 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.

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 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 Contract, the Trust hereby establishes an overall goal of 30 percent for MWBE participation, XX percent for New York State-certified minority-owned business enterprise (“MBE”) participation and XX percent for New York State-certified women-owned business enterprise (“WBE”) participation (collectively, “MWBE Contract Goals”) based on the current availability of MBEs and WBEs.
- B. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the MWBE Contract Goals 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. 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.
- 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.

C. Form EEO-101- 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 during the term of the Contract.
- 2. Separate forms shall be completed by the Contractor and any subcontractors.

D. 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. Subcontractor Utilization Plan (MWBE)

- A.** The Contractor represents and warrants that the Contractor has submitted a Subcontractor Utilization Plan, or shall submit a Subcontractor Utilization Plan at such time as shall be required by the Trust.
- B.** The Contractor agrees to adhere to such Subcontractor Utilization Plan in the performance of the Contract.
- C.** The Contractor further agrees that failure to submit and/or adhere to such Subcontractor 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.

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 monthly Actual Subcontractor Utilization Plan 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. Monthly Subcontractor Utilization Plan

The Contractor is required to submit a monthly Actual Subcontractor Utilization Plan using the form by the Trust 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 that is no greater than 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.

SAMPLE FOR REFERENCE ONLY
**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 _____

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 F
SDVOB REQUIREMENTS

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 (“SDVOB”) 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 are 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.

I. Contract Goals

- i. The Trust hereby establishes an overall goal of 6% for SDVOB participation, based on the current availability of qualified SDVOBs. For purposes of providing meaningful participation by SDVOBs, the Consultant should reference the directory of New York State Certified SDVOBs found at: <http://ogs.ny.gov/Core/SDVOBA.asp>. Additionally, following Contract execution, Contractor is encouraged to contact the Office of General Services’ Division of Service-Disabled Veterans’ Business Development at 518-474-2015 or VeteransDevelopment@ogs.ny.gov to discuss additional methods of maximizing participation by SDVOBs on the Contract.
- ii. Contractor must document “good faith efforts” to provide meaningful participation by SDVOBs as subcontractors or suppliers in the performance of the Contract (see clause IV below).

II. Subcontractor Utilization Plan (SDVOB)

- A. The Subcontractor Utilization Plan shall list the SDVOBs that the Consultant intends to use to perform the Contract services, a description of the work that the Consultant intends the SDVOB to perform to meet the goals on the Contract, the estimated dollar amounts to be paid to an SDVOB, or, if not known, an estimate of the percentage of Contract work

the SDVOB will perform. By signing the Subcontractor Utilization Plan, the Consultant acknowledges that making false representations or providing information that shows a lack of good faith as part of, or in conjunction with, the submission of a Subcontractor 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. Any modifications or changes to the agreed participation by SDVOBs after the Contract award and during the term of the Contract must be reported on a revised Subcontractor Utilization Plan and submitted to the Trust.

- B. The Trust will review the submitted Subcontractor Utilization Plan and advise the Consultant of the Trust's acceptance or issue a notice of deficiency within twenty (20) days of receipt.
- C. If a notice of deficiency is issued, Consultant agrees that it shall respond to the notice of deficiency, within seven (7) business days of receipt, by submitting to the Trust 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 Consultant and direct the Consultant to submit, within five business days of notification by the Trust, additional information to cure the noted deficiency. Failure to file the waiver form in a timely manner may be grounds for disqualification of the bid or proposal.
- D. Consultant agrees that a failure to use SDVOBs as agreed in the Subcontractor 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.

III. Request for Waiver

- A. Prior to submission of a request for a partial or total waiver, Consultant shall speak to the Designated Contacts at the Trust for guidance.
- B. In accordance with 9 NYCRR § 252.2(m), a Consultant that is able to document good faith efforts to meet the goal requirements may submit a request for a partial or total waiver, accompanied by supporting documentation.
- C. Consultant shall attempt to utilize, in good faith, the SDVOBs identified within its Subcontractor 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.

- D. If the Trust, upon review of the monthly Actual Subcontractor Utilization Plan determines that Contractor is failing or refusing to comply with the 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 SDVOB contract goals.

Waiver requests should be sent to the Trust.

IV. Required Good Faith Efforts

In accordance with 9 NYCRR § 252.2(n), Contractors must document their good faith efforts toward utilizing SDVOBs on the Contract. Evidence of required good faith efforts shall include, but not be limited to, the following:

- (1) Copies of solicitations to SDVOBs and any responses thereto.
- (2) Explanation of the specific reasons each SDVOB that responded to Consultants' solicitation was not selected.
- (3) Dates of any pre-bid, pre-award or other meetings attended by Consultant, if any, scheduled by the Trust with certified SDVOBs whom the Trust determined were capable of fulfilling the SDVOB goals set in the Contract.
- (4) Information describing the specific steps undertaken to reasonably structure the Contract scope of work for the purpose of subcontracting with, or obtaining supplies from, certified SDVOBs.
- (5) Other information deemed relevant to the waiver request.

V. Monthly Subcontractor Utilization Plan (SDVOB)

In accordance with 9 NYCRR § 252.2(q), Contractor is required to report Monthly SDVOB Contractor Compliance to the Trust during the term of the Contract for the preceding month's activity, documenting progress made towards achieving the Contract SDVOB goals. This information must be submitted using the Actual Subcontractor Utilization Plan form which shall be completed by the Contractor for the preceding month's activity.

VI. Breach of Contract and Damages

In accordance with 9 NYCRR § 252.2(s), any Contractor found to have willfully and intentionally failed to comply with the SDVOB participation goals set forth in the Contract, shall be found to have breached the contract and Contractor shall pay damages as set forth therein.