

**Project:** South Battery Park City  
Resiliency Project: Wagner  
Park / Museum of Jewish  
Heritage Site Work  
Construction Services

**Date:** May 20, 2022

**RE:** Addendum #2  
**# of Pages:** 151

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A) The following documents associated with the Request for Proposals (“RFP”) for the South Battery Park City Resiliency Project: Wagner Park / Museum of Jewish Heritage Site Work Construction Services (the “Wagner/MJH Project”) are hereby attached:

- The presentation shown at the April 28, 2022 pre-proposal meeting (the “Pre-Proposal Meeting”), referred to herein as the “Informational Document” and attached hereto as Attachment #1A. Please note that the Informational Document is provided for informational purposes only and does not amend or modify any portion of the RFP in any way. Proposers shall rely on the Construction Documents, as they may be modified by addenda (“Addenda”), for the accurate depiction of the requirements of the Wagner/MJH Project.; and,
- The attendee list from the Pre-Proposal Meeting – including names and contact information for individual attendees and their respective firm names – attached hereto as Attachment #1B.
- The attendee list from the two (2) Wagner/MJH Project Site Walk-Throughs held on May 2, 2022 and May 19, 2022 respectively – including names and contact information for individual attendees and their respective firm names – attached hereto as Attachment #2.

B) The following document is hereby formally incorporated as Exhibit I of the RFP:

- Exhibit I – Project Labor Agreement (PLA), latest version attached hereto as Attachment #3. Note that the version of the PLA incorporated into this Addendum #2 has yet to be executed by the Building and Construction Trades Council of Greater New York. However, it is not expected that any changes that would impact a Proposer’s Proposal will be made to the PLA prior to its execution.

C) The following revised Wagner/MJH Project drawing and specifications are hereby formally incorporated into the RFP’s Exhibit B-1 – Construction Documents: Wagner/MJH Project Drawings & Specifications. These revised/updated drawing and specifications replace and supersede all prior versions issued with the RFP:

- Structural Drawing SF307 | Floodwall Plan 2 of 5 – Attachment #4A
- Specification #011000 | Summary of Work – Attachment #4B
- Specification #015000 | Temporary Facilities, Services and Controls – Attachment #4C
- Specification #015528 | Maintenance and Protection of Traffic (NYCDOT) – Attachment #4D

SIGNATURE PAGE:

By signing the line below, I am acknowledging that all pages of this Addendum #2 have been received, reviewed and understood, and will be incorporated into the Proposal submitted. This document must be attached to the Proposal for consideration.

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Number of pages received:\_\_\_\_\_ <fill in>

Distributed to: All prospective Proposers

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**ATTACHMENT #1**  
**APRIL 28, 2022 PRE-PROPOSAL**  
**MEETING DOCUMENTS**

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**ATTACHMENT #1A**  
**PRE-PROPOSAL MEETING**  
**PRESENTATION**

*(ATTACHED)*

# SOUTH BATTERY PARK CITY RESILIENCY

## Package 2 – Wagner Park and Museum of Jewish Heritage

April 28, 2022



## ***Agenda:***

- Team Introductions
- Project Background/Overview
- Scope of Work and Technical Overview
- Sustainability Requirements
- Site Logistics
- Phasing
- Work Coordination
- Division 1 Items
- Anticipated Project Schedule & Contract Milestones
- Procurement Schedule

## ***Team Introductions:***

Owner: Battery Park City Authority

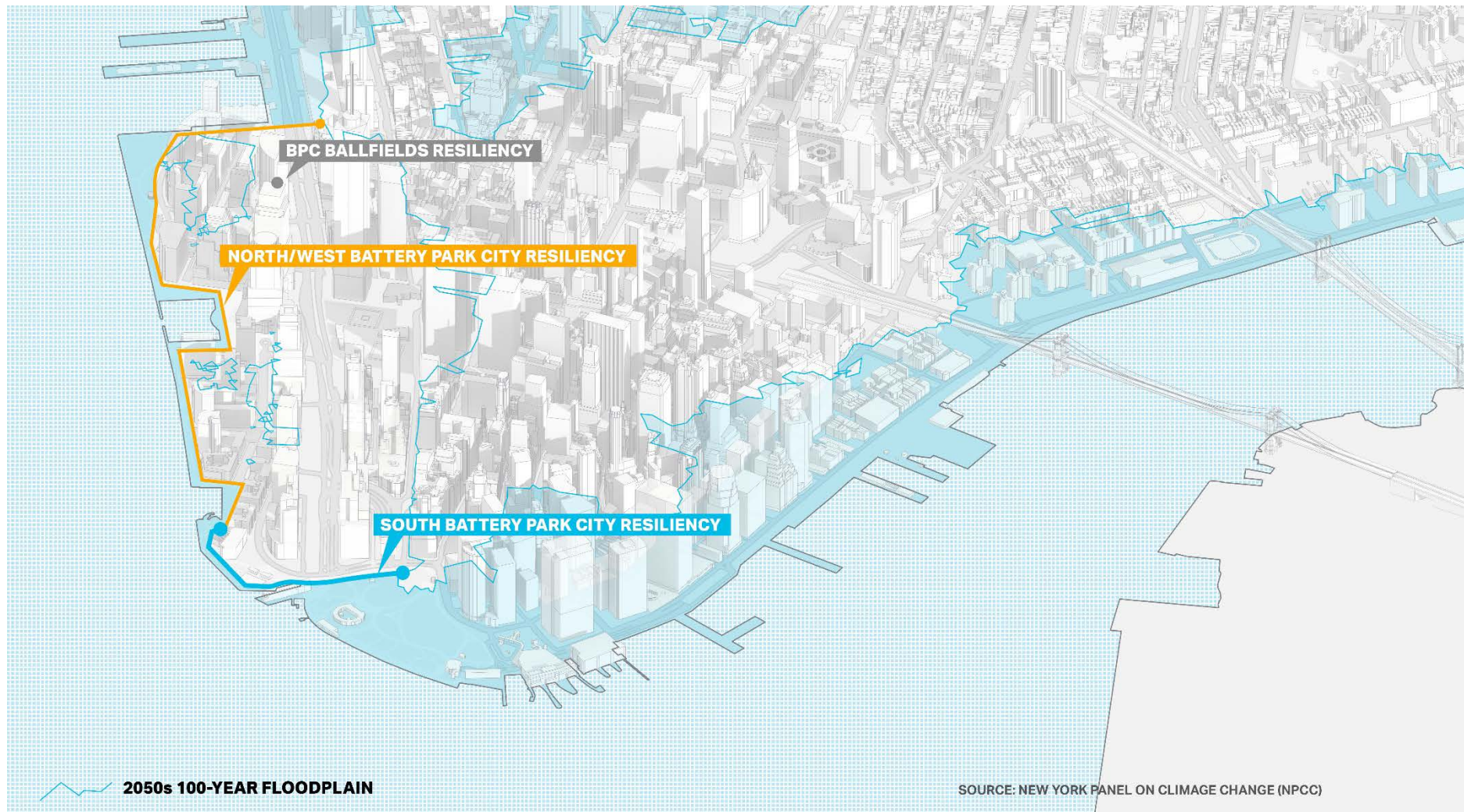
Design Lead: AECOM

Construction Manager: The LiRo Group



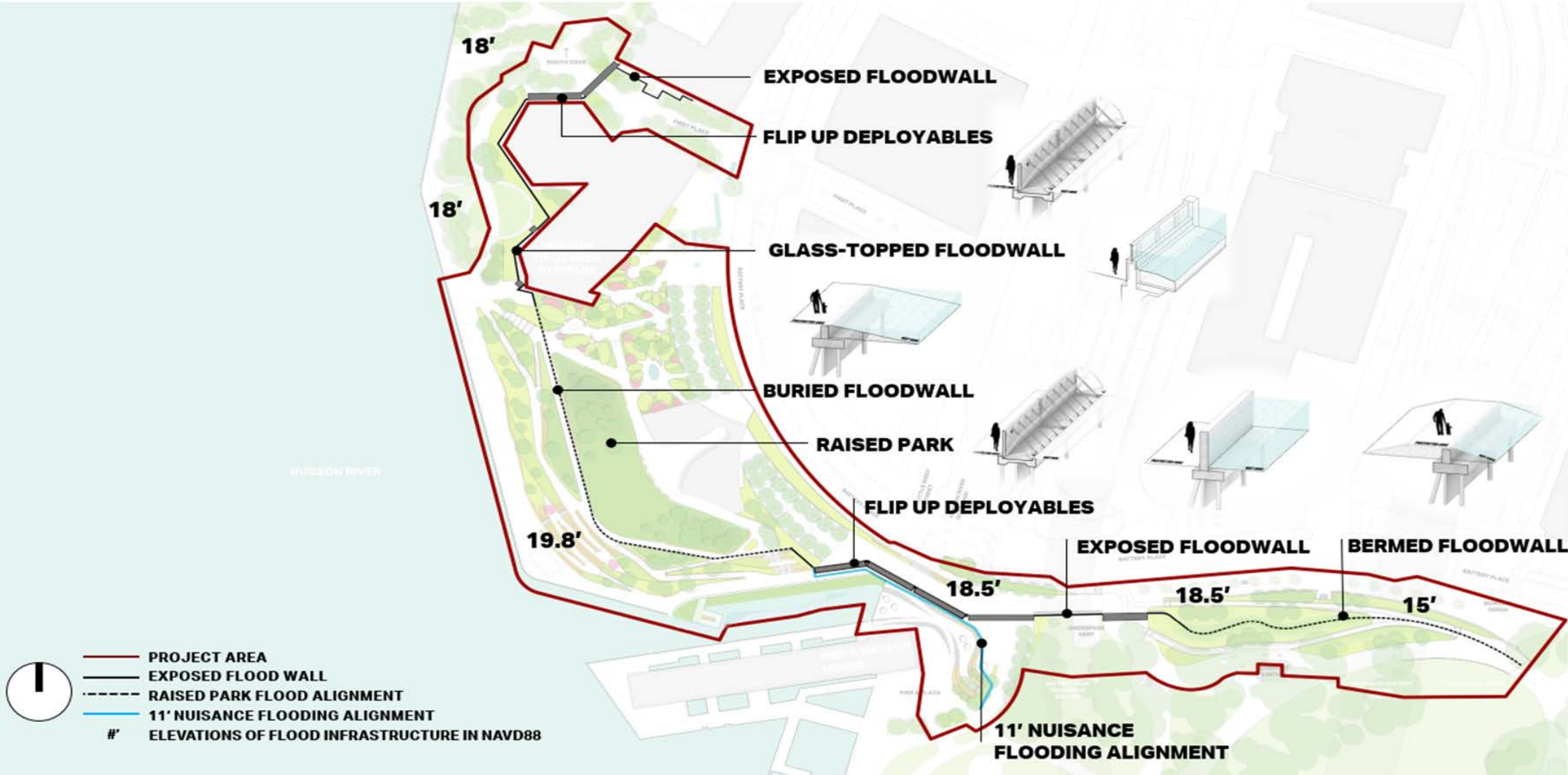


## SBPCR Project Overview:



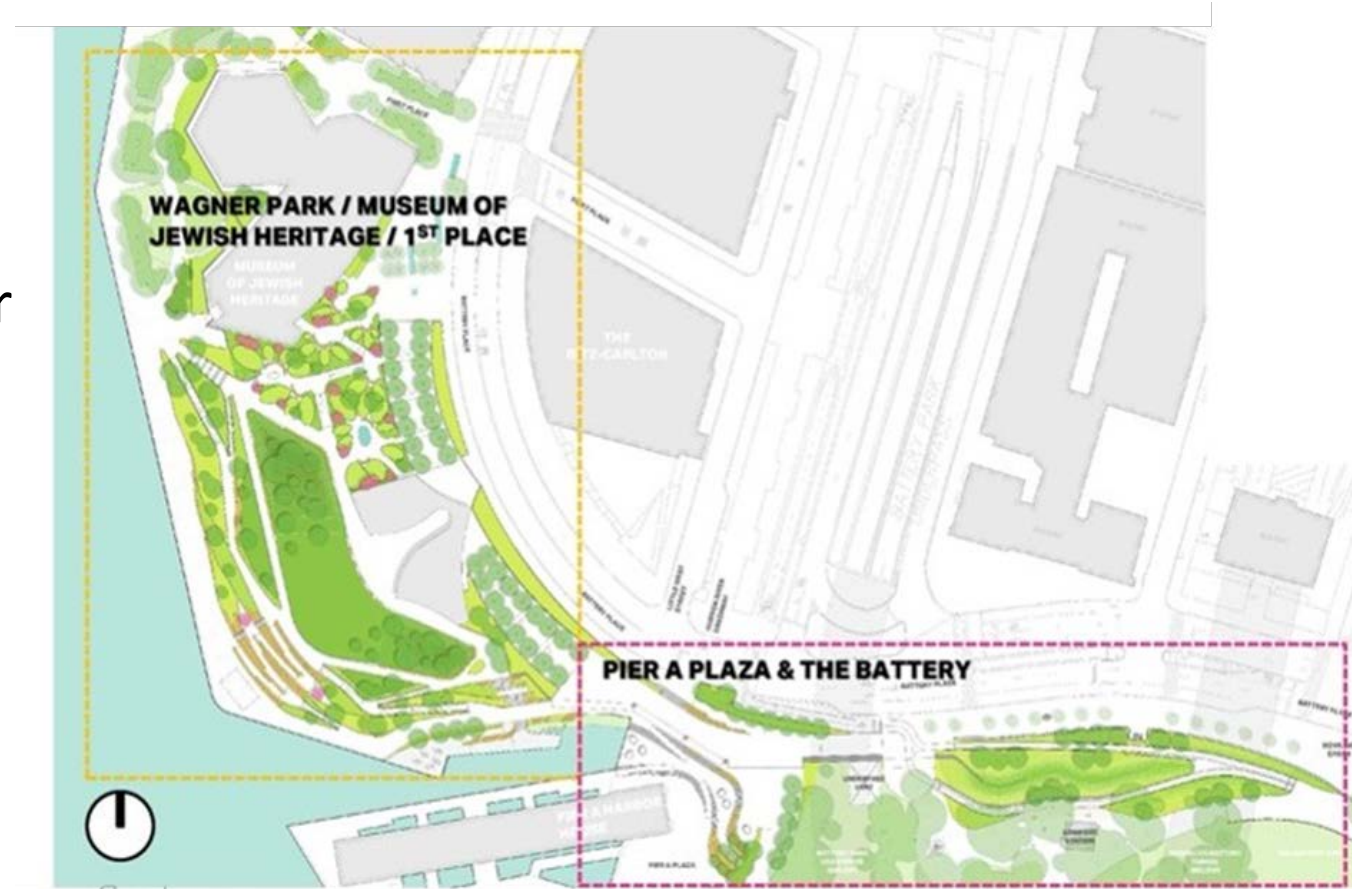


# SBPCR Project Overview:



## ***SBPCR Project Overview:***

- SBPCR Discrete Bid Packages
  - Package 2: Wagner Park/MJH Site\*\*\*
  - Package 3: Pavilion
  - Package 4: Pier A/Battery and Interior Drainage
- Targeted Construction Start: August 2022



## Package 2: Sustainability Certifications & Requirements

### WEDG

- Reference WEDG scorecard and relevant credit requirements in 018113 Sustainable Design Requirements
- Meet design intent of all pursued design-related WEDG credits
- Project is currently in review. 115 points are needed to achieve certification.
- Key Construction-Related Credits:
  - Sustainable Fill & Soil Management
  - Practice Environmentally-Responsible Construction





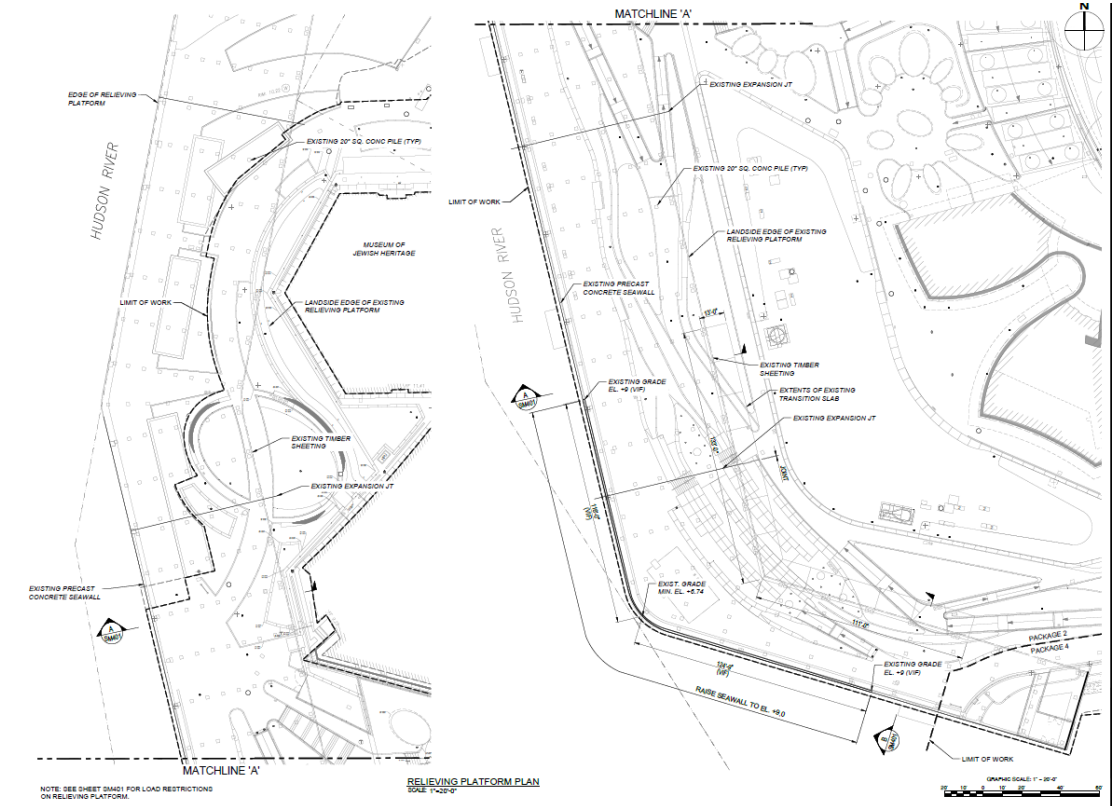
## ***Package 2: Sustainability Certifications & Requirements***

### **Sustainability Certifications & Requirements**

- Review 018113 Sustainable Design Requirements
- Review 017419 Construction and Demolition Waste Management and Disposal Requirements
- Review 018119 Construction Indoor Air Quality Requirements
- Highlights:
  - Maximize use of low carbon concrete across site applications as feasible, and ensure required documentation of concrete mix submittals and GWP data is collected.
  - Use products with recycled content aligning with targets in specifications.
  - Use products with responsible sourcing criteria (regional sourcing, Forest Stewardship Council (FSC) wood, salvaged or reused material, etc.)
  - Use products with material ingredient reporting documentation, like Health Product Declaration (HPDs) or Cradle to Cradle.
  - Compile all ILFI Zero Carbon related product data, such as EPDs reporting GWP data.

## Package 2: Wagner Park Structural Overview:

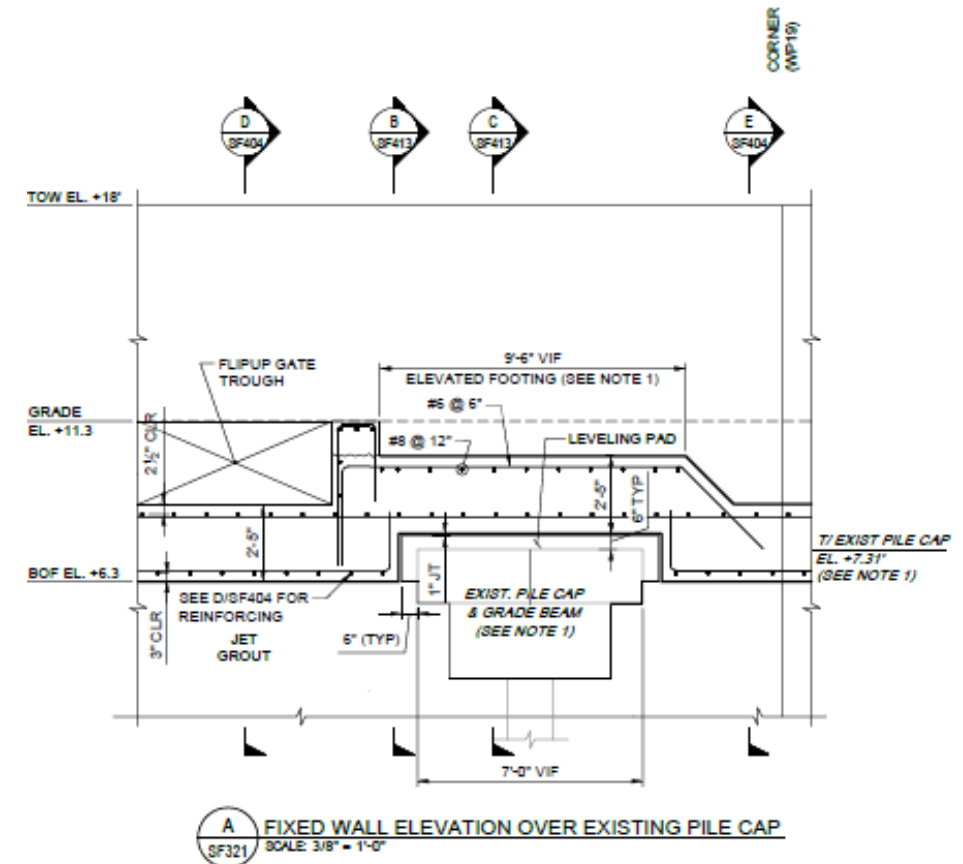
- Existing Structural Constraints
  - Relieving Platform
    - Refer to record drawings for loading restrictions
      - 750 psf Dead plus Live Maximum
      - HS20 Wheel Load maximum
      - No lateral loads (i.e. mooring)





## Package 2: Wagner Park Structural Overview:

- Foundation Types
  - Anchored sheet pile Wall with Concrete Cap
  - Sheet pile and Concrete I-Wall
- Construction Notes
  - Coating on piles
  - Press-in sheet pile Installation Method
  - Vibration monitoring for pile installation in the vicinity of the relieving platform and museum



## ***Package 2: Museum of Jewish Heritage Structural Overview***

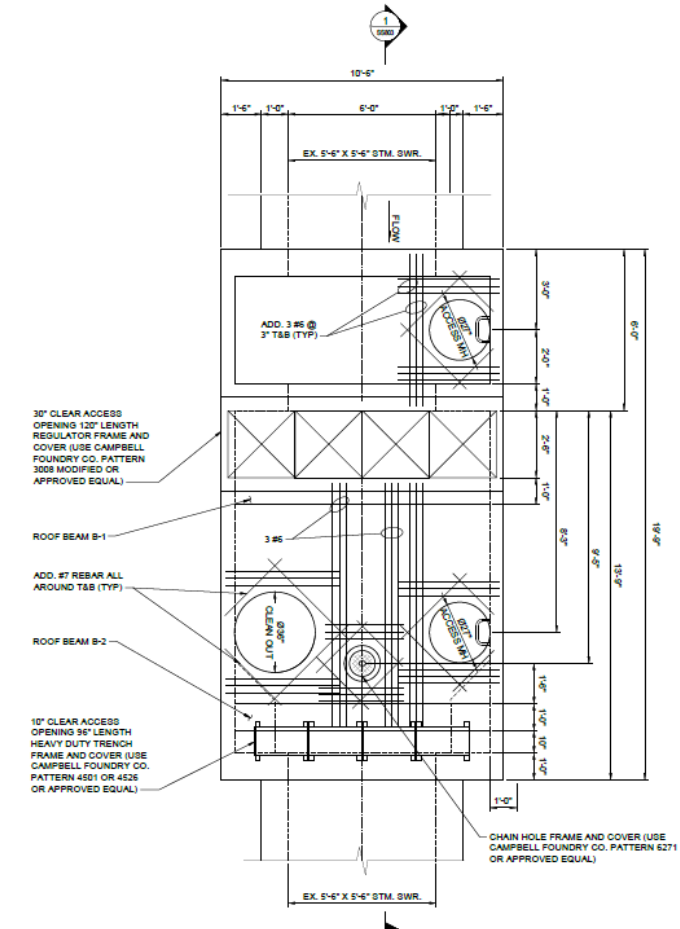
- Existing Constraints
  - Museum of Jewish Heritage and Memorial Buildings
  - Relieving Platform (same as Wagner Park)
  - 54" MS4 Crossing in First Place
  - Relieving Platform Slurry Wall
  - Maintain public and MJH access along 1<sup>st</sup> and Battery place

## ***Package 2: Museum of Jewish Heritage Structural Overview***

- Foundation types
  - Micropiles with CIP Concrete Pile Cap
  - sheet pile and Concrete I-Wall
  - Spread footing
- Flood Resiliency Structure Types
  - Flip-up Gates
  - Glass-topped Flood Wall
- Construction Requirements
  - Press-in method for sheet pile installation
  - Coating of sheet pile
  - Vibration monitoring for pile installation in the vicinity of the relieving platform and museum

## Package 2: First Place Tide Gate Overview:

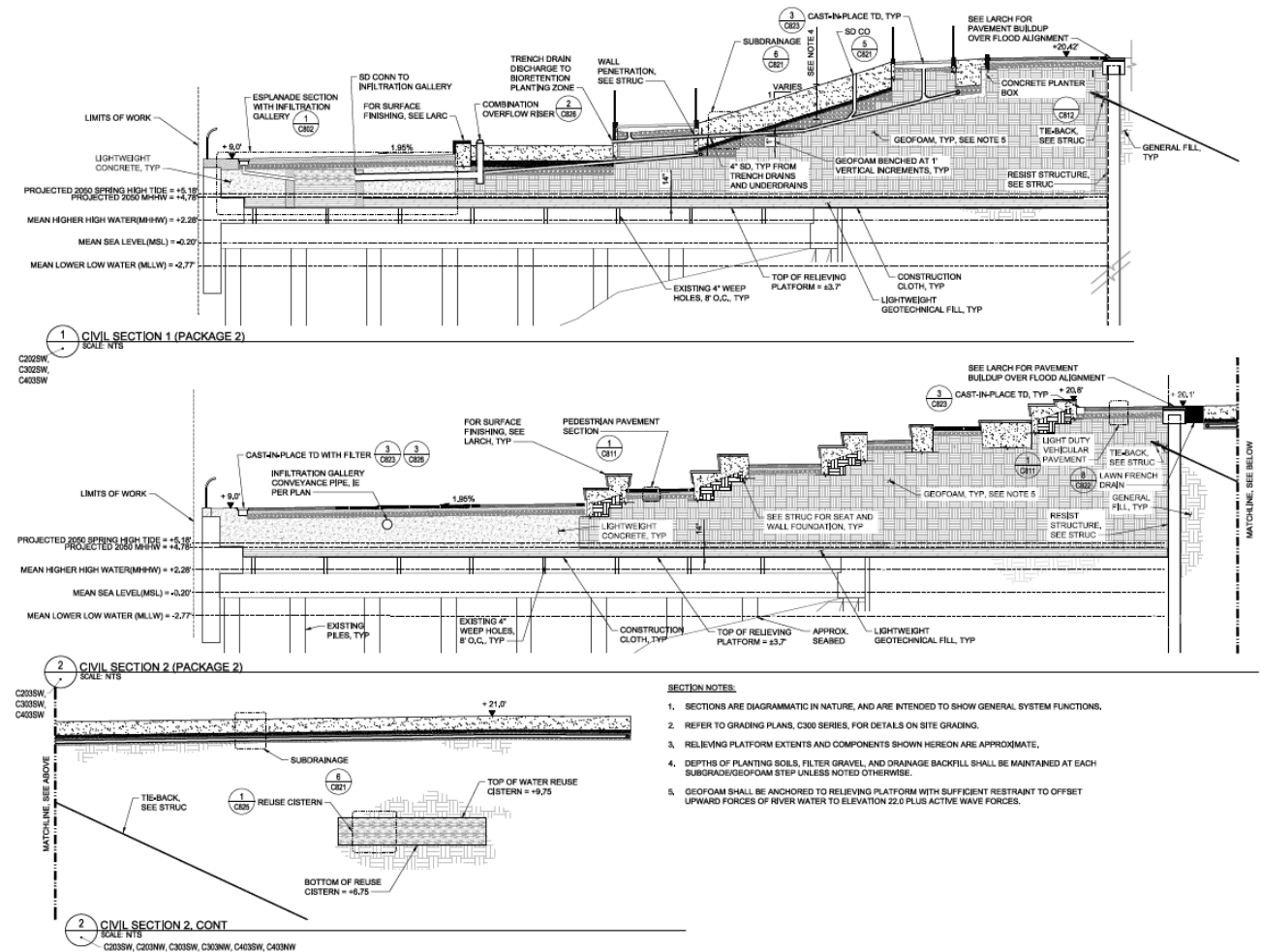
- 54" Tide Gate Chamber
  - Micropile Foundation
  - CIP Concrete construction
  - Sheeting, shoring and dewatering as required for construction (means and methods)



1 CHAMBER ROOF PLAN (PACKAGE 2)  
SCALE 1/2" = 1'-0"

# Package 2: Wagner Park Site Civil Overview:

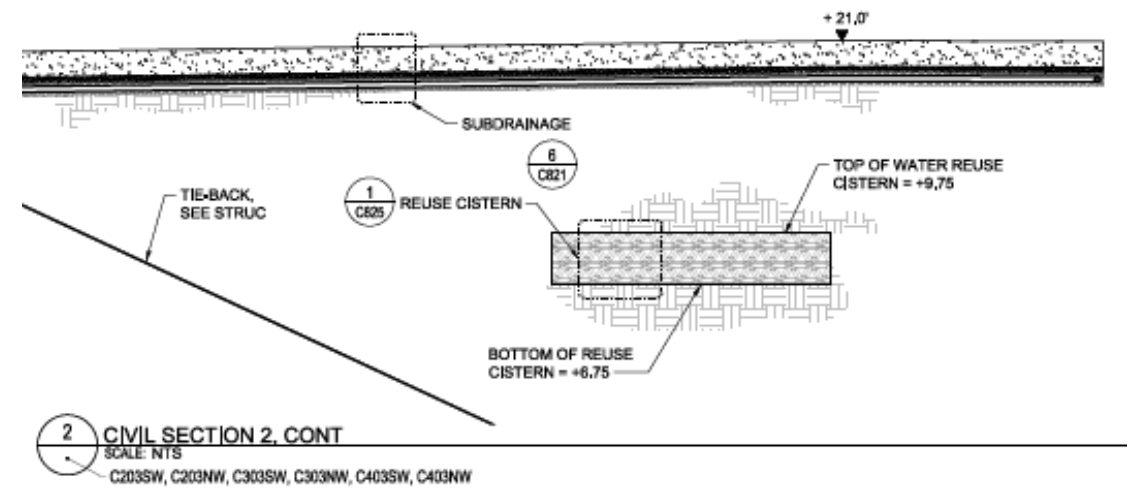
- Site section
  - Understand geofoam, lightweight geotechnical fill, and lightweight concrete
  - Fill types
  - Cistern





## Package 2: Wagner Park Site Utility Overview:

- Site utility work @ high level
  - DEP
  - Domestic and Reuse Water, Irrigation, and Storm



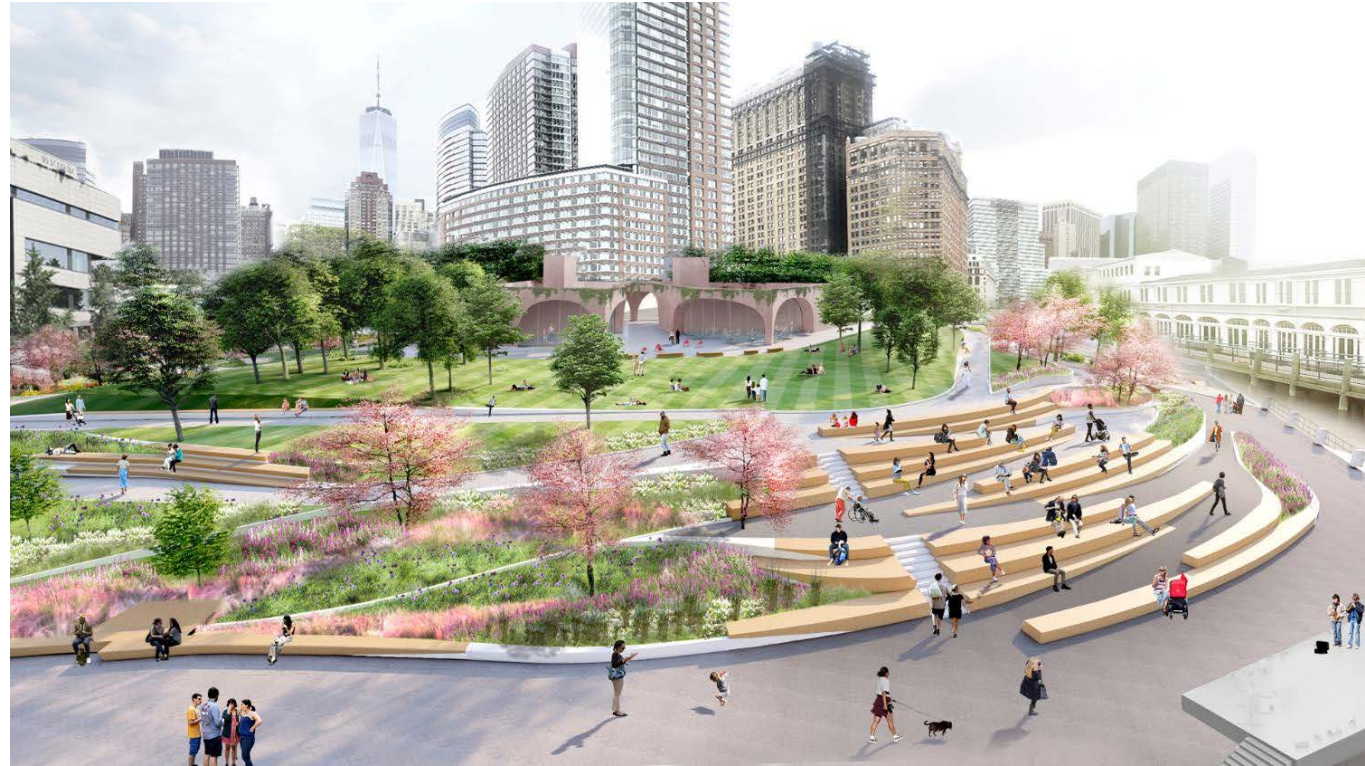
## ***Package 2: Wagner Park Landscape Overview:***





## Package 2: Wagner Park Landscape Overview

- Early Planting procurement / contract growing for caliper trees required
- Temporary irrigation during construction
- Battery Place Tree Allees (planting/fill/pavement)

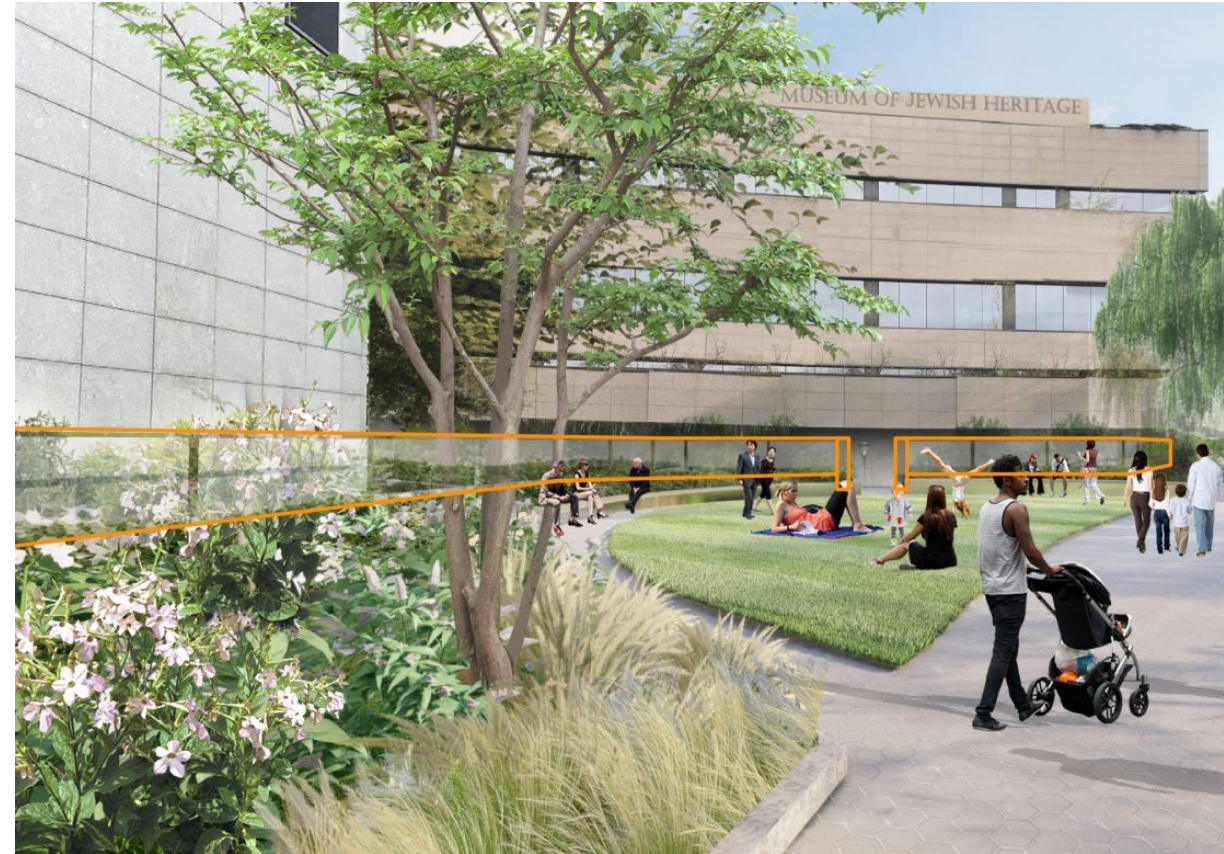


## ***Package 2: Wagner Park Landscape Overview***

- Salvage material
  - Existing excess of material to be cataloged by contractor, proposed location in the lawn, stairs, MJH bldg. and planter walls.
- Provide submittals, shop drawings and mockups for critical items including Pavement transitions, metals, thermally modified wooden seating, stone elements (walls and decorative veneer on the flood wall), railings with integrated lighting, soil profiles.



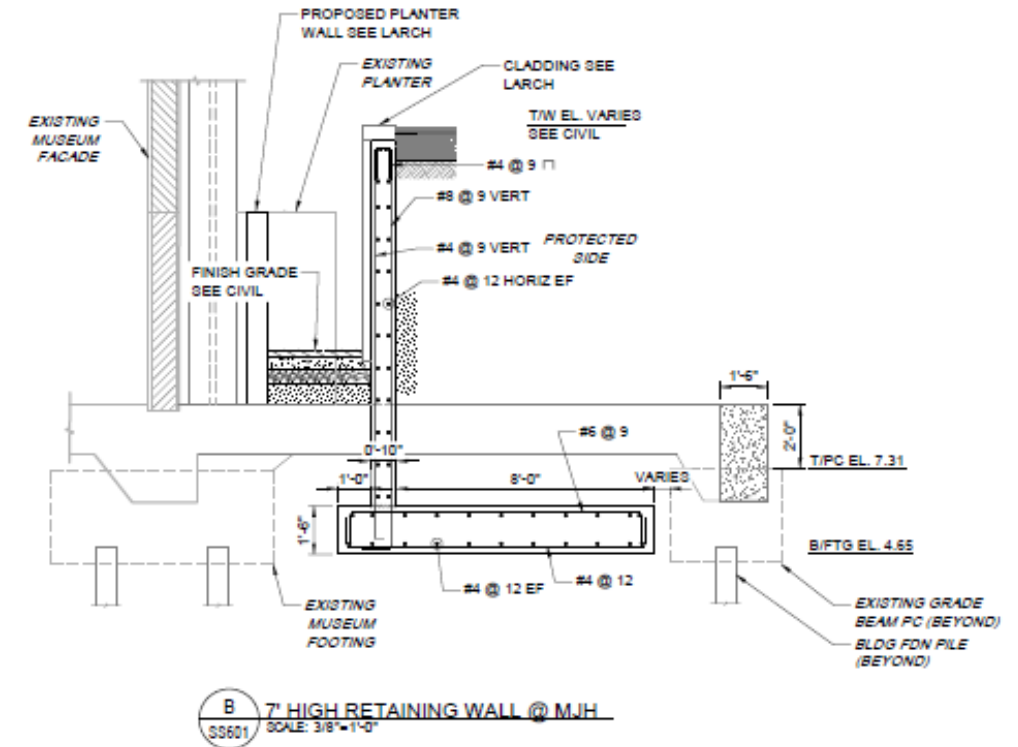
## ***Package 2: Museum of Jewish Heritage Landscape Overview***





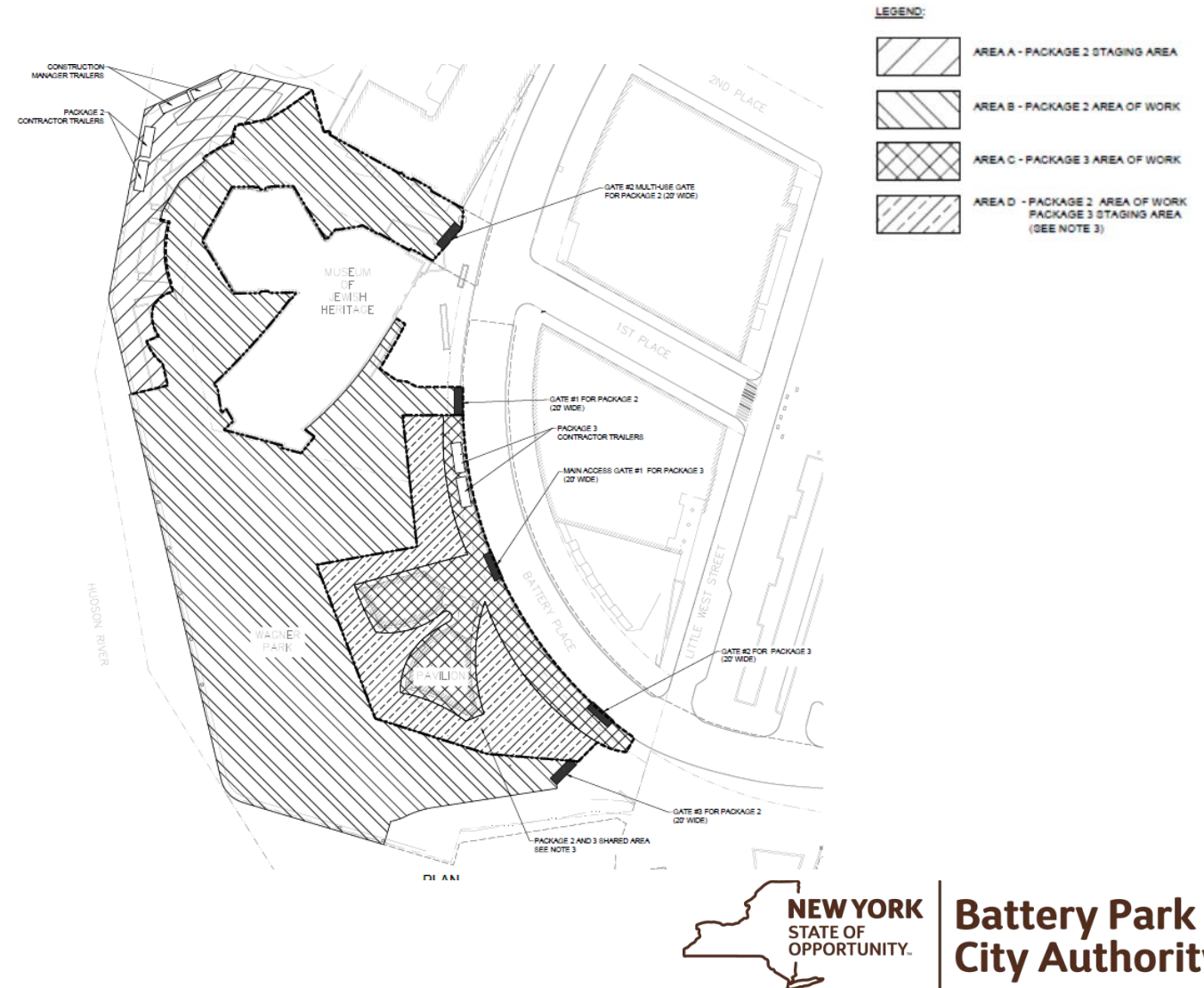
## Package 2: Museum of Jewish Heritage Landscape Overview

- Refer to record drawings for waterproofing, repair façade as required match existing materials and finishes
- Provide security gates
- Salvage, store, and replace planter walls
- Utilize excess material from Wagner Park to complete the run as needed



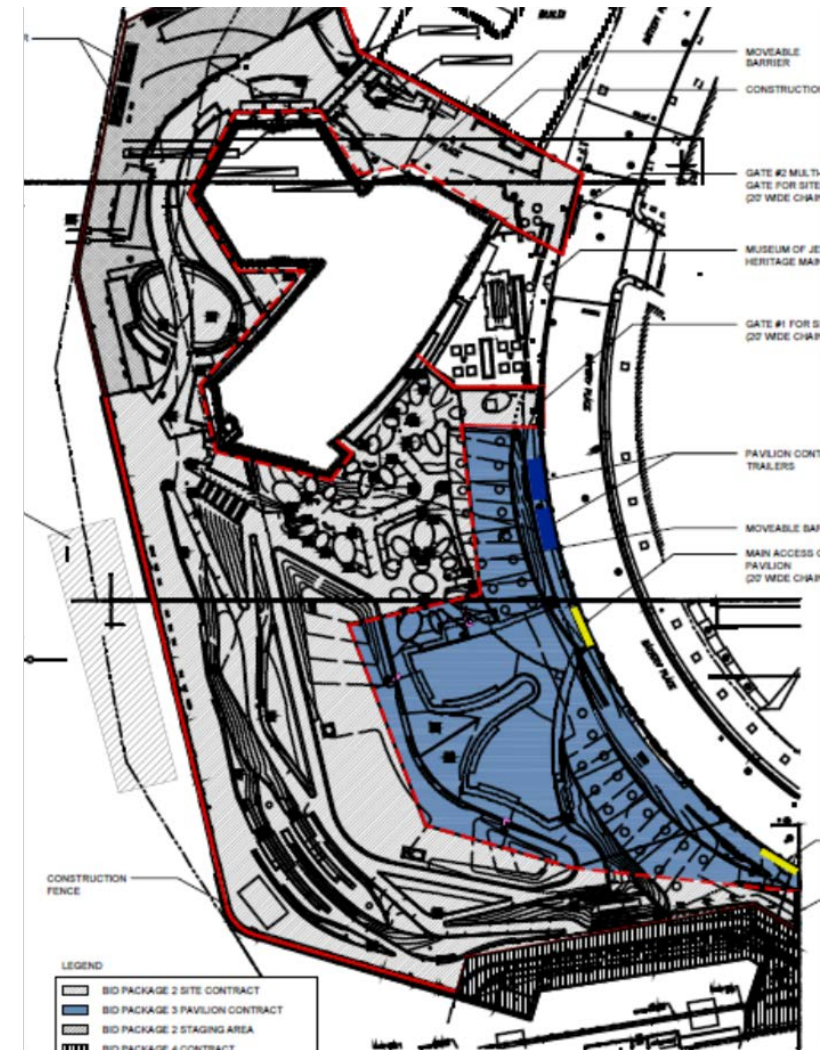
## Package 2: Wagner Park and Museum of Jewish Heritage Site Logistics:

- See drawing G100
- Staging and trailer area
- Package 2 general includes all work in Area B
- Package 3 generally includes all work shown in Area C
- Majority of the work inside Area D will be completed by Package 2. Coordination is required with Package 3.
- Package 4



## Package 2: Wagner Park and Museum of Jewish Heritage Phase 1:

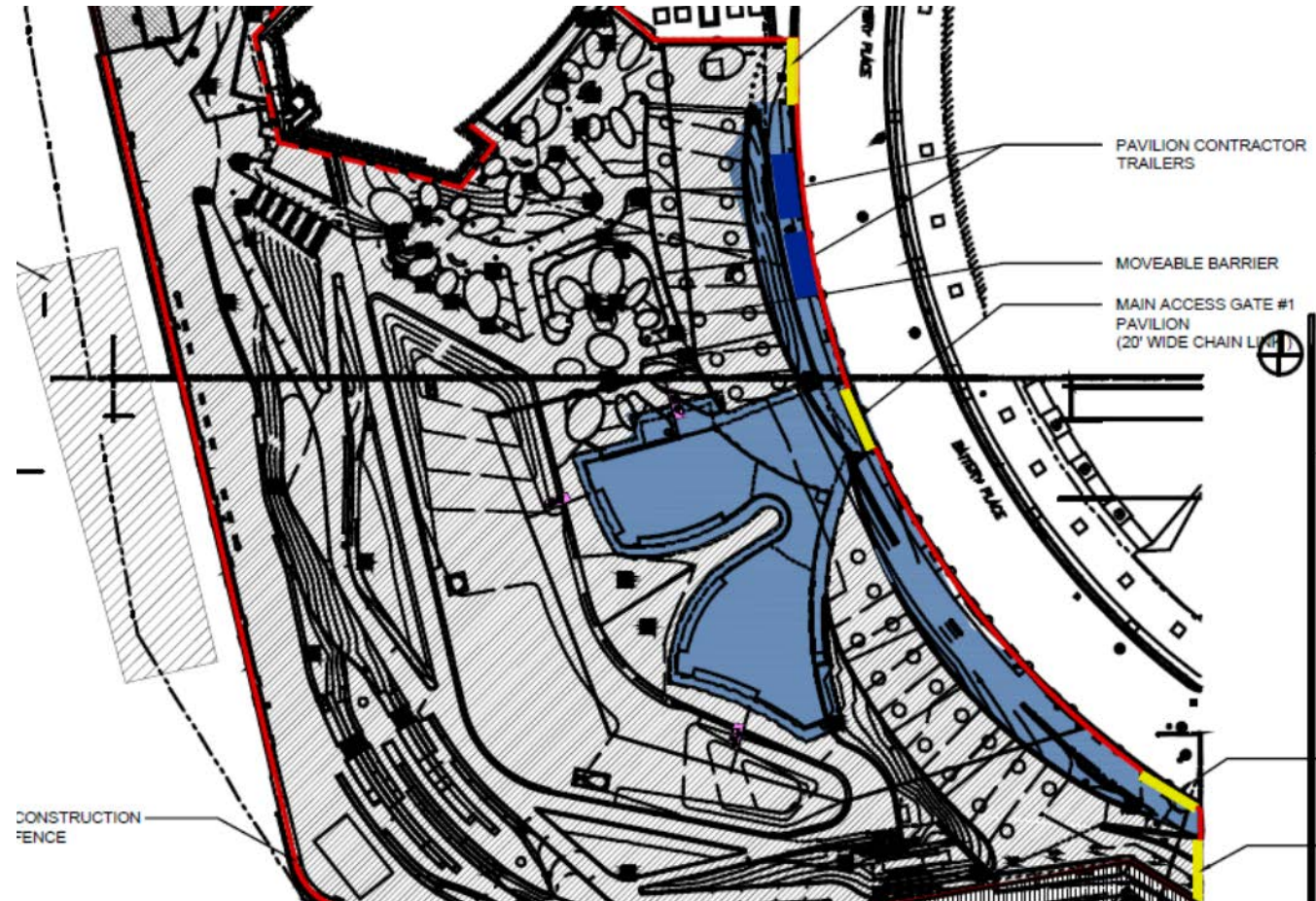
- Area in grey will be available to the Package 2 Contractor during Phase 1.
- Area in blue is occupied by the Package 3 Contractor for 16 months to construct the superstructure.
- Package 3 NTP is anticipated to be issued prior to or at the same time as Package 2.
- Package 2 access to this area during Phase 1 will be coordinated through the CM.





## ***Package 2: Wagner Park and Museum of Jewish Heritage Phase 2:***

- After 16 months, Package 2 Contractor will be required to complete all work around the perimeter of the building shown in grey. Coordination with the Package 3 Contractor will be required for the duration of the work.



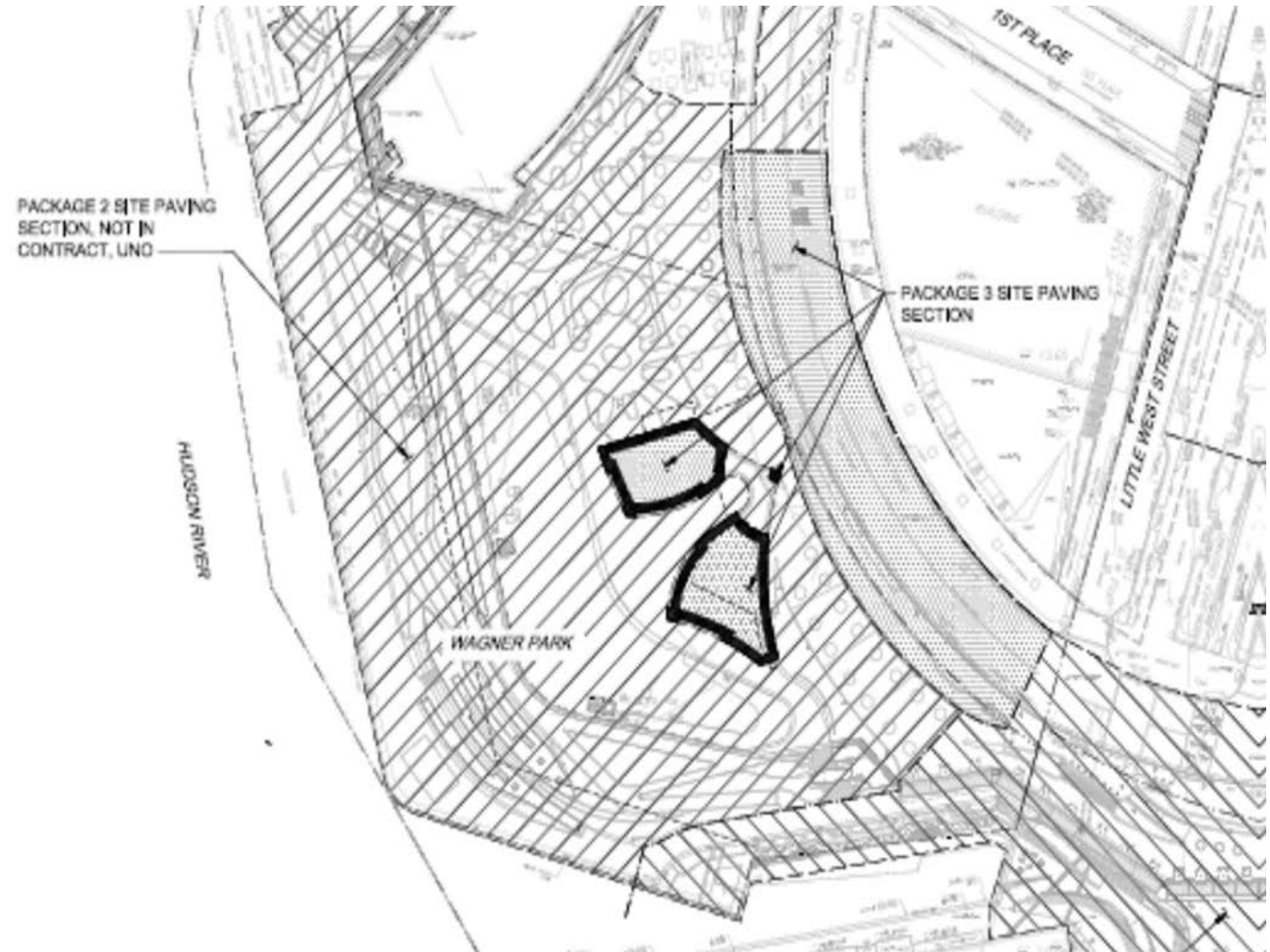
## ***Package 2: Wagner Park and Museum of Jewish Heritage Work Coordination:***

### Site Grading and Paving

- Reference Drawing C200P2
- Reference Drawing C300P2

### Site Demolition, Pavements, Landscape, and Utility Work Delineations

- See Reference Drawings included in bid set

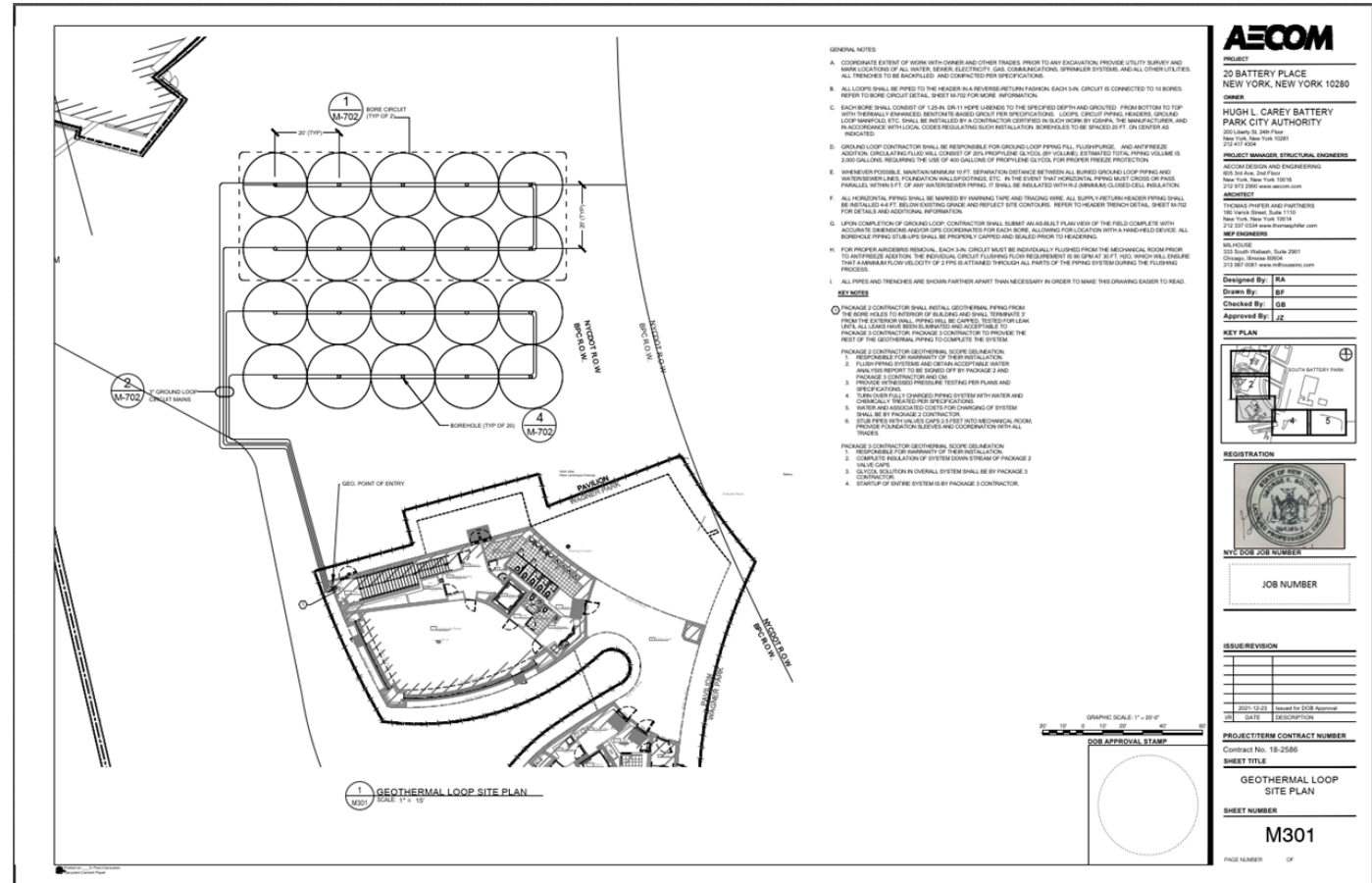




# Package 2: Wagner Park and Museum of Jewish Heritage Work Coordination:

## Geothermal System

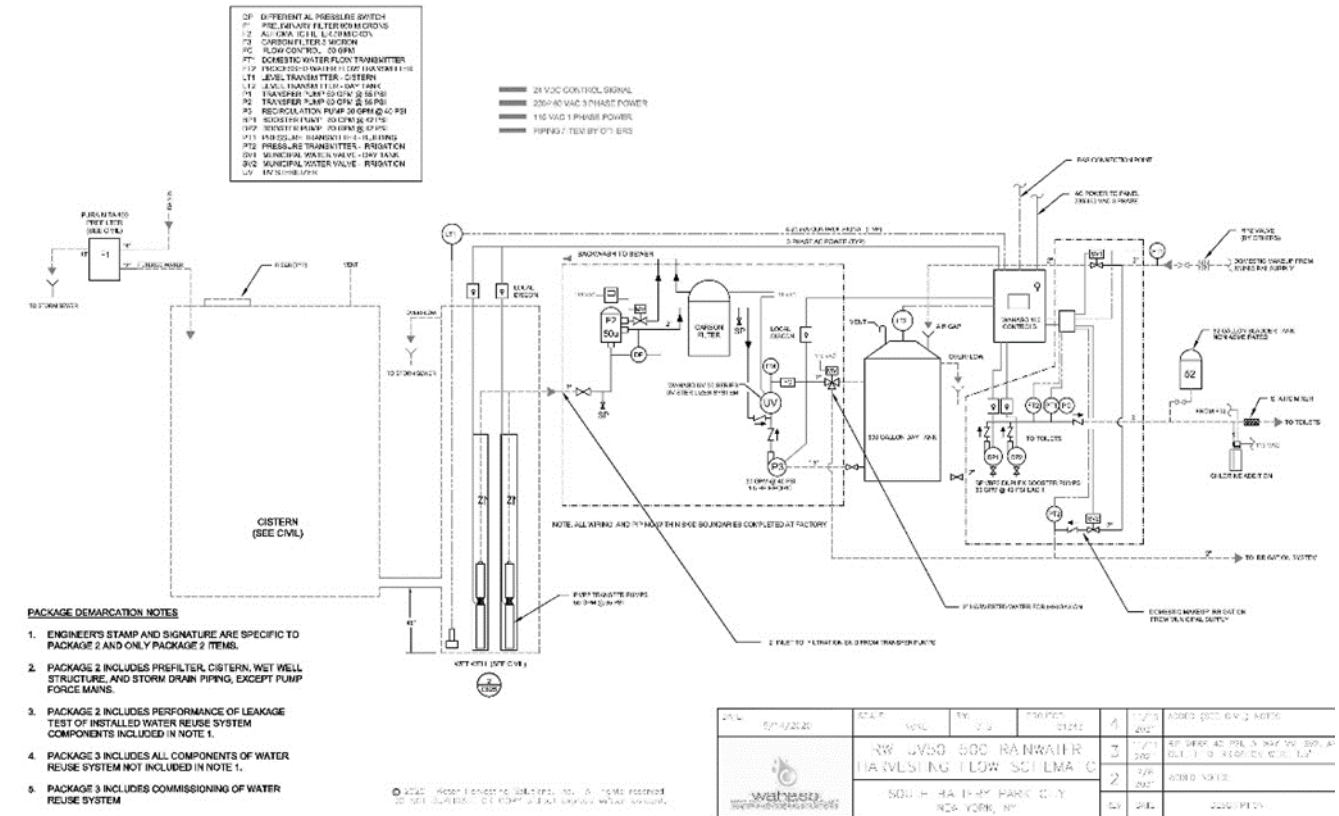
- See drawing M301
- Wells and piping into building are installed by Package 2 Contractor
- Package 2 contractor will pressure test and fully charge pipes
- Package 2 contractor will then work and fill over system to install landscape as required
- Balance of geothermal system work inside building to be completed by Package 3 Contractor



# Package 2: Wagner Park and Museum of Jewish Heritage Work Coordination :

## Water Reuse System

- Reference Drawing C831 - schematic
- Package 2 includes most of the work associated with this system including pre-filter, cistern, wet well structure, storm drain piping, and leakage testing.
- Package 3 installs pumps, force mains, and all other work not mentioned above.



## ***Package 2: Wagner Park and Museum of Jewish Heritage Division 1:***

- Procore Construction Management Software
- Safety and Health Requirements- full-time, dedicated SSM
- CPM Schedule- Primavera baseline and regular monthly update submissions
- Site Security Guard
- Coordination with the Museum of Jewish Heritage
  - Loading Dock and Employee Access
  - Flaggers
  - Emergency Egress around perimeter
  - Certain work restrictions around events
  - Looking for ways to minimize impacts
- MPT



## ***Package 2: Wagner Park and Museum of Jewish Heritage Division 1:***

### **Section 017900 On-Site Waterfront Operations Facility**

- Encourage use of waterfront transportation to bring and remove materials and equipment from the site.
- Contractor to survey, fully design, obtain permits, and construct the Onsite-Waterfront Operations Facility.
- To be priced as an Add/Deduct Alternate

## ***Package 2: Wagner Park and Museum of Jewish Heritage Schedule and Contract Items:***

- Anticipated Notice to Proceed: August 2022
- Substantial Completion Milestone: 24 Months from NTP
- Final Completion Milestone: 27 months from NTP
- Project Labor Agreement: To be issued as an Addendum
- Standard Form of Contract: To be issued as an Addendum



## ***Package 2: Wagner Park and Museum of Jewish Heritage Procurement Schedule***

Action	Dates
RFP Issue Date	April 18, 2022
Pre-Proposal RSVP Date	April 25, 2022 by noon EST
Pre-Proposal Meeting	April 28, 2022 (VIRTUAL)
Wagner/MJH Site Walk Through (Mandatory)	May 2, 2022
Deadline to submit questions via email to Michael.Lamancusa@bpca.ny.gov	May 23, 2022 by 5pm EST (by email only)
BPCA's Response to Substantive Questions	June 1, 2022 (BPCA website)
Proposal Due Date	June 22, 2022 by 1pm EST
Approximate Contract Start Date	August 2022

## ***Package 2: Wagner Park and Museum of Jewish Heritage***

### Questions & Answers

- To be submitted via email to [Michael.Lamancusa@bpca.ny.gov](mailto:Michael.Lamancusa@bpca.ny.gov)
- Responses will be posted via Addendum to [BPCA.ny.gov](http://BPCA.ny.gov)

**ATTACHMENT #1B**  
**PRE-PROPOSAL MEETING**  
**ATTENDEE LIST**

*(ATTACHED)*

Vendor name	Contact name	Phone	Email
Padilla Construction Services, Inc.	Oleg Shayko	516-338-6848 Direct: 516.307.1501 xt. 122	<a href="mailto:Oleg.Shayko@pcscst.com">Oleg.Shayko@pcscst.com</a>
Posillico	Amanda Jankelovics	P 631.390.5778 C 516.252.2049	<a href="mailto:ajankelovics@posillicoinc.com">ajankelovics@posillicoinc.com</a>
SC Engineers, PC	Seif Chowdhury, PE	P: 516-644-6461	<a href="mailto:seif.chowdhury@scengineerspc.com">seif.chowdhury@scengineerspc.com</a>
Steven Dubner Landscaping, Inc	Zachary Halsey, Head Estimator	D 631.777.1800 ext. 400 C 631.682.2710	<a href="mailto:ZHalsey@sdico.com">ZHalsey@sdico.com</a>
Entech engineering PC	Kaveh Samimi	M 646-328-9461 P 646-722-0000 x 205	<a href="mailto:ksamimi@entech.nyc">ksamimi@entech.nyc</a>
Restani Construction	Wissam Akra, PE, DBIA, PM Firas Safa Emre Ersun	512-517-7299	<a href="mailto:Wakra@restani.com">Wakra@restani.com</a> <a href="mailto:Fsafo@restani.com">Fsafo@restani.com</a> <a href="mailto:EErsun@restani.com">EErsun@restani.com</a>
Kelco Construction	Michael Shannon, PLA	631-462-2952 631-873-9833	<a href="mailto:mikes@kelcoland.com">mikes@kelcoland.com</a>
Petro Management	Felix Petrillo		<a href="mailto:fip@petromfm.com">fip@petromfm.com</a>
Landscape Concepts	Luana	914-245-4800	<a href="mailto:accountant@landscapeconceptsny.com">accountant@landscapeconceptsny.com</a>
Galvin Bros., Inc.	Greg Hayes	516-466-3785 ext 17	<a href="mailto:g.hayes@galvinbrothers.com">g.hayes@galvinbrothers.com</a>
Tully	Dee Phillips		<a href="mailto:DPhillips@tullyconstruction.com">DPhillips@tullyconstruction.com</a>



**ATTACHMENT #2**  
**WAGNER / MJH PROJECT**  
**SITE WALK-THROUGHS**  
**5/2/2022 AND 5/19/2022**  
**ATTENDEE LISTS**

*(ATTACHED)*

# BATTERY PARK CITY AUTHORITY

One World Financial Center

NEW \* YORK

## MEETING SIGN-IN SHEET

**Subject:** South BPC Resiliency Project: Wagner Park / MSH Site work

**Date:** 5/2/22 WALK through

NAME	AFFILIATION	TELEPHONE	FAX
Mike LaManusa	BPCA	212-417-4335	N/A
Laura Gray	LiRo	917 306 4124	
Kira Murphy	AFICOM	914-462-6526	
Franco Morio	BPCA	917-204-5919	—
Dele Bourassa	Hudson Meridian	212-608-6600	
Adam Gubic	Hudson Meridian	917-494-0967	
Wes TOSCANO	SDL	631 662 9616	
John D'ARINO	SDL	516 644 3373	
Jim Benson	JRCRUE	732-290-0700	
DAMIAN BALL	JRCRUE	732-841-0179	
VINCENT LOFICCO	MFM	914-777-8292 914-275-8784	
Joe Sorena	Posillico	516 458 3 284	
AL SILVA	Posillico	631-830-7418	
David Giraldo	Posillico	347-860-1843	
Mac Galun	GBI	516-297-7718	
FRANK D. MICO	RESTANI	347 865-2644	
MICHAEL SHANNON	KELCO	631-893-9833	
Bill O'Brien	Kelco	631 462 2952	
Michael Metchin	SiteWorks Cn	914 772 6271	

# NEW \* YORK

**Subject:** South BPC Resiliency Project: Wagner Park / MTH Site Work  
**Date:** 5/2/22 WALKTHROUGH

TELEPHON,DOC

# BATTERY PARK CITY AUTHORITY

One World Financial Center

NEW \* YORK

## MEETING SIGN-IN SHEET

**Subject:** South BPC Resiliency Project: WAGNER PARK / MJH Sitework

**Date:** 5/19/22 Site Walk through

NAME	AFFILIATION	TELEPHONE	FAX
Rick Onyiah	Kelco	(631) 334-9049	ricko@kelcoland.com
Rob Delmonte	Posillico	516-807-1934	rdelmonte@Posillico.com
GEORGE HEDSTROM	BRIGHTVIEW	917-789-2438	GEORGE.HEDSTROM@BRIGHTVIEW.COM
Nhat Vu	Perfetto C.C.	718 858 8600	nvu@perpettocontractors.com
Mike Sicuranzo	Bove Industries	(914) 522-0300	msicuranzo@boveindustries.com
Paul Welter	Bove Industries	631 331 8500	pwelter@boveindustries.com
Jesús J Giraldo	<del>Posi</del> Posillico	347-860-1843	jgiraldo@Posillico.com
Michael Minchin	SiteWorks	914 772 6271	minichin@siteworks.com
Volkan Yargici	EECRU2	9082020379	vyargici@eecru2.com
LARA GRAY	LIRCO	917 306 4124	grayl@lirco.com
Franco Marizo	BPCA	—	—
MIKE LAMANUSA	BPCA	—	—



**ATTACHMENT #3**  
**EXHIBIT I – PROJECT LABOR AGREEMENT**

*(ATTACHED)*

**PROJECT LABOR AGREEMENT**

SOUTH BATTERY PARK CITY AUTHORITY RESILIENCY PROJECT

NEW YORK CITY

between

BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW YORK  
AND VICINITY

and

BATTERY PARK CITY AUTHORITY

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## **PROJECT LABOR AGREEMENT**

### **PREAMBLE**

**WHEREAS**, the Battery Park City Authority (“Authority”) is the developer of a construction project known as the South Battery Park City Resiliency Project (“Project”); and

**WHEREAS**, the Authority will engage a Construction Manager and general contractors to manage and accomplish the successful and timely completion of the Project; and

**WHEREAS**, the Authority, its Construction Manager and general contractors, intend that all subcontractors who will be engaged in the construction of the Project will employ only employees who are represented by the unions affiliated with the New York City Building and Construction Trades Council (“Council”); and

**WHEREAS**, the Authority is committed to accomplishing the completion of the Project in the most professional, safe, cost effective, timely and efficient manner through the standardization of the terms and conditions under which labor will be employed on the Project, promotion of labor harmony, prohibition of all disruptions to work on the Project, promotion of safe work practices, modification of work rules and practices, promotion of expeditious and fair resolution of any disputes that might arise; and

**WHEREAS**, the Council and its members have the capacity and motivation to ensure a reliable source of skilled and experienced labor

necessary for the successful and timely completion of the Project; and

**WHEREAS**, this Project Labor Agreement will foster the achievement of these goals, *inter alia*, by:

(1) expediting the construction process and otherwise minimizing disruption to the Project;

(2) avoiding the costly delays of labor unrest and promoting labor harmony for the duration of the Project;

(3) standardizing certain terms and conditions governing the employment of labor on the Project;

(4) providing comprehensive and standardized mechanisms for the settlement of work disputes, including those relating to jurisdiction;

(5) ensuring a reliable source of skilled and experienced labor;

(6) maximizing project safety conditions for both workers and others;

(7) reducing labor costs by giving contractors flexibility to manage and perform work operations in the most efficient and productive manner; and

**WHEREAS**, the Authority is committed to promoting employment and business opportunities for minorities and women in accordance with Executive Law Article 15-a, including through participation in apprenticeship training programs for the trades engaged on the project; and

**WHEREAS**, the Council and its affiliated Unions, together with the Authority and its Construction Manager, general contractors, and their subcontractors desire to provide for stability, security and work opportunities that are afforded by this Project Labor Agreement;

**NOW, THEREFORE,** it is agreed in consideration for the mutual promises and covenants made herein as follows:

## **ARTICLE I - PARTIES TO THE AGREEMENT**

This Project Labor Agreement ("PLA" or "Agreement") is entered into by and between the Authority and the Council and its Affiliated Unions ("Affiliated Unions") effective upon its complete execution by the Authority, the Council, and the participating Affiliated Unions. The PLA will govern the relationship between the Authority, Construction Manager, general contractors, subcontractors and the Affiliated Unions with respect to construction work to be performed at the Project.

The parties each warrant and represent that they have been duly authorized to enter into this Agreement on behalf of, and to bind, their respective organizations.

It is understood and agreed that the Authority has sole and unreviewable discretion at any time to terminate, delay, or suspend the Project Work, in whole or in part, provided that the terms of this Agreement shall apply in the event the work is resumed.

## **ARTICLE II - GENERAL CONDITIONS**

### **SECTION 1     DEFINITIONS**

Throughout this Agreement, the various union parties, including the Council and its Affiliated Unions, are referred to singularly and collectively as

“Affiliated Unions”; where specific reference is made to “Affiliated Unions” that phrase is sometimes used to denote a particular union affiliated with the Council; the term “Construction Manager” shall refer to the person or entity which is responsible for coordinating and overseeing work at the Project and the term “Contractor(s)” shall include any and all general contractors and subcontractors of all tiers, engaged in work within the scope of this Agreement as defined in Article III. The work covered by this Agreement is referred to herein as “Project Work”.

## **SECTION 2      CONDITIONS FOR AGREEMENT TO BECOME EFFECTIVE**

This Agreement shall not become effective unless each of the following conditions is met: (1) the Agreement and the Trade Addendums, referred to below, are approved and signed by the Council, and the Agreement and/or Trade Addendums are approved and signed by those of its affiliates participating herein, (2) copies of all current collective bargaining agreements listed in Schedule A are provided to the Construction Manager, and (3) the Agreement is approved and signed by the Authority. This Agreement may be signed by all Parties, including the Affiliated Unions, in counterparts, all of which shall be merged and shall constitute one agreement.

## **SECTION 3      ENTITIES BOUND AND ADMINISTRATION OF AGREEMENT**

This Agreement shall be binding on the Council, the Affiliated Unions, the Authority, and all Contractors performing Project Work, as defined in



Article III.

#### **SECTION 4 SUPREMACY CLAUSE**

This Agreement, together with the Collective Bargaining Agreements of the Affiliated Unions, collectively referred to as Schedule "A" agreements, represent the complete understanding of all signatories and supersedes any national agreement, local agreement or other CBA of any type that would otherwise apply to this Project Work, in whole or in part, except work performed under the NTL Articles of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, all instrument calibration work and loop checking which shall be performed under the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians, and the National Agreement of the International Union of Elevator Constructors, with the exception of the dispute resolution mechanisms and no-strike provisions contained herein: and provided further, for Project Work that falls within the jurisdiction of the Operating Engineers Locals 14 and 15, if such is accepted by and performed by said locals, only then will such work be performed under the terms and conditions set out in the Schedule "A" agreements. Where this Agreement is silent on a subject, the applicable collective bargaining agreement(s) (Schedule A agreement(s)) shall govern. Where association and independent CBAs for a particular type of construction work are both set forth in Schedule "A", association members shall treat the applicable association agreement as the Schedule "A" CBA and independent contractors shall treat

the applicable independent agreement as the Schedule "A" CBA. Subject to the foregoing, where a subject covered by the provisions of this Agreement is also covered by a Schedule "A" CBA, the provisions of this Agreement shall prevail. It is further understood that no Contractor shall be required to sign any other agreement as a condition of performing Project Work. No practice, understanding or agreement between a Contractor and an Affiliated Union which is not set forth in this Agreement shall be binding with respect to Project Work unless endorsed in writing by the Authority or its designee. Nothing in this Agreement requires employees to join a union or pay dues or fees to a union as a condition of working on Project Work. This Agreement is not intended, however to supersede independent requirements in applicable Affiliated Union (Schedule "A") agreements as to Contractors that are otherwise signatory to those agreements and as to employees of such Contractors performing Project Work.

## **SECTION 5      LIABILITY**

The liability of any Contractor and the liability of any Union under this Agreement shall be several and not joint. The Authority, its Construction Manager, general contractors, and any Contractors shall not be liable for any violations of this Agreement by any other Contractor; and the Council and Affiliated Unions shall not be liable for any violations of this Agreement by any other Union.

## **SECTION 6      BID SPECIFICATIONS**

The Authority shall require in its bid specifications for all Project Work within the scope of Article III that all successful bidders, and their subcontractors of whatever tier, and any and all Contractors of any tier awarded or performing work within the scope of this PLA shall become bound by this Agreement, or shall sign a "Letter of Assent" in the form annexed hereto as Schedule "C", agreeing to be bound to and incorporating the terms of this Agreement by reference.

## **SECTION 7      AVAILABILITY AND APPLICABILITY TO ALL SUCCESSFUL BIDDERS**

The Council and Affiliated Unions agree that this Agreement will be made available to, and will fully apply to, any successful bidder for (or subcontractor of) Project Work who becomes signatory hereto, without regard to whether that successful bidder (or subcontractor) performs work at other sites on either a union or non-union basis and without regard to whether employees of such successful bidder (or subcontractor) are, or are not, members of any unions. This Agreement shall not apply to the work of any Contractor that is performed at any location other than the site of this Project.

## **SECTION 8      WORK PRESERVATION - SUBCONTRACTING**

The Authority agrees that neither it nor any of its Contractors or subcontractors will subcontract any work to be done on the Project except to a person, firm or corporation who is or agrees to become party to this Agreement.

### **ARTICLE III - THE WORK**

This PLA shall apply to all construction work, including site work, demolition, excavation, core and shell construction, interior and tenant build outs, as well as green building technologies used in new construction and/or renovation or retrofit work, related to the Project to the extent this work is included in the Authority's scope of work. It is understood that this project will be accomplished through the bidding of several contract packages, all of which together constitute the Project Work covered by this PLA.

#### **SECTION 1 NON-APPLICATION TO CERTAIN ENTITIES**

This Agreement shall not apply to the parents, affiliates, subsidiaries, or other joint or sole ventures of any Contractor, which do not perform work at this Project. It is agreed, for the purposes of this Agreement only, that this Agreement does not have the effect of creating any joint employer, single employer or alter-ego status between or among the Authority, Construction Manager, and/or any Contractors.

#### **SECTION 2 EXCLUDED EMPLOYEES**

The following persons are not subject to the provisions of this Agreement, even though performing work ancillary to Project Work:

- (a) Superintendents, supervisors, professional engineers and/or licensed architects engaged in inspection and testing, quality control/assurance personnel, timekeepers, mail carriers, clerks, office workers, messengers, guards, technicians, non-manual



employees, and all professional, engineering, administrative and management persons, unless such persons are specifically and explicitly covered by a craft's Schedule "A"; for example, where general forepersons, forepersons and field surveyors are included in the bargaining unit under a particular collective bargaining agreement, they are covered by this PLA.

- (b) Employees and entities engaged in off-site manufacture, modifications, repair, maintenance, assembly, painting, handling or fabrication of project components, materials, equipment or machinery or involved in deliveries to and from the Project site, except as may be provided for in Schedule "A" agreements.
- (c) Employees of the Authority, its Construction Manager and general contractors, except those performing manual, on-site construction labor within the jurisdiction of Affiliated Unions who will be covered by this Agreement.
- (d) Employees engaged in on-site equipment warranty work, unless a current employee of a Contractor is on site and certified by the relevant manufacturer to make warranty repairs on the Contractor's equipment.
- (e) Employees engaged in geophysical testing other than boring for core samples.
- (f) Employees engaged in work, which is ancillary to Project Work and performed by third parties such as electric and gas utilities, telephone companies, and railroads, except that it is understood and agreed that these entities may only install their work to a demarcation point, *e.g.*, a telephone closet or utility vault, the location of which is determined prior to construction and employees of such entities shall not be used to replace employees performing Project Work pursuant to this Agreement.

## **ARTICLE IV - UNION RECOGNITION AND EMPLOYMENT**

### **SECTION 1 PRE-HIRE RECOGNITION**

The Authority, its Construction Manager, general contractors and all Contractors performing Project Work recognize the Affiliated Unions as the sole and exclusive bargaining representatives of all craft employees who are performing Project Work within their recognized jurisdiction and within the scope of this Agreement as defined in Article III, with respect to that work.

### **SECTION 2 UNION REFERRAL**

A. All Contractors agree to employ and hire craft employees for Project Work covered by this Agreement through the job referral systems and hiring halls established in the Affiliated Unions' area collective bargaining agreements and in accordance with the procedures set forth in those agreements. In the event that an Affiliated Union does not have a referral system or hiring hall, the current practice with respect to contractor hiring for that Affiliated Union shall be observed. Notwithstanding this, Contractors shall have the sole right to reject any applicant referred by an Affiliated Union and to determine the number of employees required and the duration of their employment.

B. In the event that an Affiliated Union with a job referral system or hiring hall in its Collective Bargaining Agreement is unable to fill any request for qualified employees within a 48-hour period after such request by a Contractor (Saturdays, Sundays, and holidays excepted), a Contractor may employ qualified applicants from any other available source, upon notification

to the affected Affiliated Union. In the event that the Affiliated Union does not have a job referral system, the Contractor shall follow the current practice and give the Affiliated Union first preference to refer applicants if any such practice exists.

C. A Contractor may request by name, and the Affiliated Union will honor, referral of persons who have applied to the Affiliated Union for Project Work and who meet the following qualifications: (1) possess any license required by New York State law for the Project Work to be performed; (2) have worked a total of at least 1,000 hours in the construction industry during the prior three years; and (3) were on the Contractor's active payroll for at least 60 out of the 180 calendar days prior to the contract award. No more than twelve (12%) per cent of the employees covered by this Agreement, per Contractor by craft, shall be hired through this procedure. Under this provision, name referrals begin with the eighth employee needed and continue on that same basis.

D. Notwithstanding Sections 2.A., B., and C. of this Article, certified MWBE contractors for which participation goals are set forth in New York Executive Law Article 15-a, that are not signatory to any Schedule A Agreements, with contracts valued at or under five hundred thousand (\$500,000), may request by name, and the affiliated Union will honor, referral of the second (2nd), fourth (4th), sixth (6th), and eighth (8th) employee, who have applied to the Affiliated Union for Project Work and who meet the following qualifications: (1) possess any license required by New York State law

for the Work to be performed; (2) have worked a total of at least 1000 hours in the Construction field during the prior 3 years; and (3) were on the Contractor's active payroll for at least 60 out of the 180 work days prior to the contract award. For such contracts valued at above \$500,000 but less than \$1 million, the Affiliated Union will honor referrals by name of the second (2nd), fifth (5th), and eighth (8th) employee subject to the foregoing requirements. In both cases, name referrals will thereafter be in accordance with Section 2.C., above.

E. Where a certified MWBE Contractor voluntarily enters into a collective bargaining agreement with an Affiliated Union, the employees of such Contractor at the time the collective bargaining agreement is executed shall be allowed to join the Affiliated Union for the applicable trade subject to satisfying the Affiliated Union's standard requirements for membership.

### **SECTION 3 NON-DISCRIMINATION**

The Affiliated Unions represent that their respective Affiliated Union hiring halls and referral systems are and will continue to be operated in a non-discriminatory manner and in full compliance with all applicable federal, state and local laws and regulations which require equal employment opportunities. In the event an Affiliated Union fails to refer qualified minority or female employees sufficient to meet the Authority's workforce participation goals set forth in the Authority's bid specifications within 48 hours of a request for same, the affected Contractors may employ qualified minority or female employees from any other source. For any work that may become subject to

requirements under Section 3 of the Housing and Urban Development Act of 1968, as amended by the Housing and Community Development Act of 1992, and any rules, including new or revised rules, that may be published thereunder, the Local Unions will acknowledge the Section 3 obligations of the Contractor, as applicable, and agree to negotiate a method to implement this Article in a manner that would allow the Contractor to meet its Section 3 obligations to the greatest extent feasible, and to post any required notices in the manner required by Section 3. The parties also acknowledge that the Contractor may also fulfill its Section 3 requirements by promoting opportunities for excluded employees, as defined by Article IV, Section 2 of this Agreement to the extent permitted by Section 3, by promoting opportunities for craft and other employees on non-project work.

#### **SECTION 4 CROSS AND QUALIFIED REFERRALS**

The Affiliated Unions shall not knowingly refer to a Contractor an employee then employed by another Contractor working under this Agreement. The Affiliated Unions will exert their utmost efforts to recruit sufficient numbers of skilled and qualified craft employees to fulfill the Project Work requirements of their respective Contractors.

#### **SECTION 5 CRAFT FOREPERSONS AND GENERAL FOREPERSONS**

The selection of craft forepersons and/or general forepersons and the number of forepersons required shall be solely the responsibility of the



Contractors. Craft forepersons shall work pursuant to the terms and conditions established under the relevant local collective bargaining agreement.

## **SECTION 6 APPRENTICES**

Apprentices may be employed at the maximum ratios approved by the New York State Department of Labor for the relevant trade.

## **ARTICLE V - UNION REPRESENTATION**

### **SECTION 1 AFFILIATED UNION REPRESENTATIVE**

Each Affiliated Union representing Project employees shall be entitled to designate a representative(s), and/or the Business Manager, who shall be afforded access to the Project with an escort provided by the Construction Manager or Contractor employing the employees represented by the Affiliated Union but who shall not disrupt or interrupt the work of employees. Such designations shall be communicated in writing to the Construction Manager and relevant Contractor.

### **SECTION 2 STEWARDS**

A. Each Affiliated Union shall have the right to designate a journey person as a Steward and an alternate, and shall notify the Authority and Construction Manager in writing of the identity of the designated Steward and alternate prior to the assumption of such duties. All Stewards shall be working Stewards.

B. In addition to their work as an employee, the Steward shall have the

right to receive complaints or grievances from the employees working in their respective trade and to discuss and assist in the adjustment of said complaints or grievances with the Contractor's appropriate supervisor, provided there shall be no unreasonable interruption of the Project Work. The Contractor will not discriminate against the Stewards in the proper performance of Union duties.

### **SECTION 3 LAYOFF OF A STEWARD**

Contractors agree to notify the appropriate Affiliated Union 24 hours prior to the layoff of a Steward, except in cases of discipline or discharge for just cause. In any case in which a Steward is discharged or disciplined for just cause, the Affiliated Union involved shall be notified immediately by the Contractor.

### **ARTICLE VI - MANAGEMENT'S RIGHTS**

A. Except as expressly limited by a specific provision of this Agreement and the applicable Schedule "A"s, Contractors retain full and exclusive authority for the management of their operations including, but not limited to: the right to direct the work force, including determination as to the number of employees to be hired and the qualifications therefor; the promotion, transfer, layoff of its employees or the discipline or discharge for just cause of its employees; the assignment (subject to New York Plan provisions) and schedule of work; the promulgation of reasonable Project Work rules that are not inconsistent with this Agreement; and the requirement, timing, and number of

employees to be utilized for overtime work. No rules, customs, or practices that limit or restrict productivity or efficiency of the individual shall be permitted or observed.

B. The Parties hereby adopt and incorporate the Council's Standard of Excellence annexed hereto as Schedule "D", and the mutual obligations set forth therein for the safe, efficient and productive completion of the Project.

C. There shall be no limitation or restriction upon a Contractor's choice of materials, techniques, methods, technology or design, or, regardless of source or location, upon the use and installation of equipment, machinery, package units, pre-cast, pre-fabricated, pre-finished, or pre-assembled materials or products, tools or other labor-saving devices. Contractors may, without restriction, install or use materials, supplies or equipment regardless of their source; provided, however, that where there is a Schedule "A" Agreement that includes a lawful union standards and practices clause, then such clause as set forth in Schedule "A" Agreements will be complied with, unless there is a lawful Authority specification that would specifically limit or restrict the Contractor's choice. The on-site installation or application of such items shall be performed by the craft having jurisdiction over such work; provided, however, it is recognized that other personnel having special qualifications may participate, in a supervisory capacity, in the installation, check-off or testing of specialized or unusual equipment or facilities as designated by the Contractor. There shall be no restrictions as to work which is performed off-site for Project Work, provided that Schedule "A" Agreements

that address off-site work shall be complied with, including Schedule "A" provisions applicable to rebar and millwork.

## **ARTICLE VII - WORK STOPPAGES AND LOCKOUTS**

### **SECTION 1 NO STRIKES-NO LOCKOUTS**

There shall be no strikes, sympathy strikes, picketing, work stoppages, slowdowns, unlawful demonstrations or other unlawful disruptive activity. There shall be no lockouts at the Project by any signatory Contractor, Construction Manager or the Authority. Contractors and Affiliated Unions shall use their best efforts to ensure compliance with this Section and to ensure uninterrupted construction and the free flow of traffic in the Project area for the duration of this Agreement.

### **SECTION 2 DISCHARGE FOR VIOLATION**

A Contractor may discharge any employee violating Section 1, above, and any such employee will not be eligible thereafter for referral for work on the Project. Such discharge shall be subject to the grievance and arbitration clause set forth in Section 5 of this Article.

### **SECTION 3 NOTIFICATION**

If the Authority, Construction Manager, general contractors or any Contractors contend that any Affiliated Union has violated this Article, it will notify the Affiliated Union involved advising of such fact, with copies of the notification to the Council. The Affiliated Union shall instruct its members and

shall otherwise use its best efforts to cause the employees to immediately cease and desist from any violation. The Council shall request and otherwise use its best efforts to cause the Affiliated Union to immediately cease and desist from any violation of this Article. The Council shall not be liable for the unauthorized acts of an Affiliated Union or its members. Similarly, an Affiliated Union and its members will not be liable for any unauthorized acts of other Affiliated Unions.

#### **SECTION 4 EXPEDITED ARBITRATION**

Any Contractor or Affiliated Union alleging a violation of Section 1 of this Article may utilize the expedited procedure set forth below (in lieu of, or in addition to, any actions at law or equity that may be brought):

- (a) A party invoking this procedure shall notify Martin Scheinman or Richard Adelman, who shall alternate (beginning with Arbitrator Scheinman) as Arbitrator under this expedited arbitration procedure. If the Arbitrator next on the list is not available to hear the matter within 24 hours of notice, the next Arbitrator on the list shall be called. Copies of such notification will be simultaneously sent to the alleged violator and the Council.
- (b) The Arbitrator shall thereupon, after notice as to the time and place to the Contractor, the Affiliated Union involved, the Council, the Authority and the Construction Manager, hold a hearing within 48 hours of receipt of the notice invoking the procedure if it is contended that the violation still exists. The hearing will not, however, be scheduled for less than 24 hours after the notice.
- (c) All notices pursuant to this Article may be provided by telephone, telegraph, hand delivery, e-mail, or fax, confirmed by overnight delivery, to the Arbitrator, Contractor, Construction Manager, Authority and Affiliated Union involved. The hearing may be held on any day including Saturdays or Sundays. The hearing shall be completed in one session, which shall not exceed 8 hours duration (not more than 4 hours being allowed to either side to present their



case, and conduct their cross examination) unless otherwise agreed. A failure of any Affiliated Union or Contractor to attend the hearing shall not delay the hearing of evidence by those present or the issuance of an award by the Arbitrator.

- (d) The sole issue at the hearing shall be whether a violation of Section 1 above occurred. If a violation is found to have occurred, the Arbitrator shall issue a Cease and Desist Award restraining such violation and serve copies on the Contractor and Affiliated Union involved. The Arbitrator shall have no authority to consider any matter in justification, explanation or mitigation of such violation or to award damages or modify the disciplinary action taken (any damages issue is reserved solely for court proceedings, if any.) The Award shall be issued in writing within 3 hours after the close of the hearing, and may be issued without an Opinion. If any involved party desires an Opinion, one shall be issued within 15 calendar days, but its issuance shall not delay compliance with, or enforcement of, the Award.
- (e) An Award issued under this procedure may be enforced by any court of competent jurisdiction upon the filing of this Agreement together with the Award and a Petition to Confirm. Notice of the filing of such enforcement proceedings shall be given to the Affiliated Union or Contractor involved, and the Construction Manager and Authority.
- (f) Any rights created by statute or law governing arbitration proceedings which are inconsistent with the procedure set forth in this Article, or which interfere with compliance thereto, are hereby waived by the Contractors and Affiliated Unions to whom they accrue.
- (g) The fees and expenses of the Arbitrator shall be equally divided between the involved Contractor and Affiliated Union.

## **SECTION 5      ARBITRATION OF DISCHARGES FOR VIOLATION**

Procedures contained in Article IX shall not be applicable to any alleged violation of this Article, with the single exception that an employee discharged for violation of Section 1, above, may have recourse to the procedures of Article IX to determine only if the employee did, in fact, violate the provisions of Section 1 of this Article, but not for the purpose of modifying the discipline imposed where a violation is found to have occurred.

## **ARTICLE VIII - LABOR MANAGEMENT COMMITTEE AND WORK ASSIGNMENTS**

### **SECTION 1     SUBJECTS**

The Labor Management Committee ("Committee") will meet on a regular basis to: (1) promote harmonious relations among the Contractors and Affiliated Unions; (2) enhance safety awareness, cost effectiveness and productivity of construction operations; (3) discuss matters relating to staffing, scheduling, safety and productivity; (4) review results of efforts to meet applicable participation goals for MWBEs and workforce participation goals for minority and female employees; and (5) encourage the engagement in discussions regarding the creation of an ADR program for Workers Compensation Benefits consistent with Section 25(2-C) of the New York State Workers Compensation Law between the Council and BTEA affiliates.

### **SECTION 2     COMPOSITION**

The Labor Management Committee shall be jointly chaired by one designee each of the Construction Manager and the Council. It may include representatives of the Affiliated Unions and Contractors involved in the issues being discussed. The Labor Management Committee may conduct business through mutually agreed upon subcommittees.

### **SECTION 3      PRE-JOB CONFERENCES/JOB ASSIGNMENTS**

All Project Work assignments shall be made by the general contractors and their subcontractors to Affiliated Unions or to unions affiliated with the Building and Construction Trades Department (“Building Trade Unions”), pursuant to the Green Book decisions of the New York Plan. The Labor Management Committee shall be formulated upon execution of this Agreement and shall convene a pre-job conference at least 45 days (or such lesser period as may be practical) prior to the Authority’s mobilization on the job, which shall include all affected Contractors and trades, to resolve any issues with respect to scheduling and work assignments that have been made. No later than 10 days prior to beginning its work on the project site, each Contractor shall inform the Construction Manager of the identity of the Affiliated Union or Building Trades Union to which it intends to assign the work within the scope of its contract. The Construction Manager shall immediately forward that tentative assignment in writing to the Labor Management Committee, which may, prior to the Contractor (or general contractors) beginning its work, schedule a conference with the Contractor, general contractors, the Construction Manager and interested Affiliated Unions or Building Trades Unions to discuss the tentative assignment. The Authority shall make good faith efforts to ensure that the contracts the Authority lets to Contractors shall result in the assignment of the work involved to the Union(s) entitled to perform the work under prior New York Plan decisions. If, however, no Green

Book decisions address the assignment of the particular work involved or the respective trades are not in agreement, the Contractor shall assign it in conformance with New York City Council area practice.

If the Labor Management Committee is unable to resolve any jurisdictional issue referred to it, the affected Affiliated Union must submit the matter to the New York Plan for immediate resolution.

## **ARTICLE IX - GRIEVANCE AND ARBITRATION PROCEDURE**

### **SECTION 1      PROCEDURE FOR RESOLUTION OF GRIEVANCES**

Any question, dispute or claim arising out of, or involving the interpretation or application of this Agreement (other than jurisdictional disputes or alleged violations of Article VII, Section 1), including Schedule B Agreements, shall be considered a grievance and shall be resolved pursuant to the exclusive procedure of the steps described below, provided in all cases that the question, dispute or claim arose during the term of this Agreement.

#### **Step 1:**

(a) When any employee covered by this Agreement feels aggrieved by a claimed violation of this Agreement, the employee shall, through the Affiliated Union business representative or job steward, give notice of the claimed violation to the work site representative of the involved Contractor and the Construction Manager. To be timely, such notice of the grievance must be given within 7 calendar days after the act, occurrence or event giving rise to the grievance. The business representative of the Affiliated Union or the job steward and the work site representative of the involved Contractor shall meet and endeavor to adjust the matter within 7 calendar days after timely notice has been given. If they fail to resolve the matter within the prescribed period, the grieving party, may, within 7 calendar days thereafter, pursue Step 2 of the grievance procedure by serving the involved Contractor with a written copy of the grievance setting forth a description of the claimed violation, the date on

which the grievance occurred, and the provisions of the Agreement alleged to have been violated. Grievances and disputes settled at Step 1 are non-precedential except as to the specific Affiliated Union, employee and Contractor directly involved unless the settlement is accepted in writing by the Construction Manager (or designee) as creating a precedent.

(b) Should any party to this Agreement have a dispute (excepting jurisdictional disputes or alleged violations of Article VII, Section 1) with any other party to this Agreement and, if after conferring, a settlement is not reached within 7 calendar days, the dispute shall be reduced to writing and proceed to Step 2 in the same manner as outlined in subparagraph (a) for the adjustment of employee grievances.

**Step 2:**

The Business Manager or designee of the involved Affiliated Union, together with representatives of the involved Contractor, Council and the Construction Manager (or designee), shall meet in Step 2 within 7 calendar days of service of the written grievance to arrive at a satisfactory settlement.

**Step 3:**

In the event Step 2 does not result in a settlement or resolution of the grievance, the matter may be submitted for mediation to a designee of the Council and Construction Manager.

**Step 4:**

(a) If the grievance shall have been submitted but not resolved in Step 3, any of the participating Step 3 entities may, within 21 calendar days after the initial Step 3 meeting, submit the grievance in writing (copies to other participants, including the Construction Manager or designee) to Martin Scheinman or Richard Adelman, who shall act, alternately (beginning with Arbitrator Adelman) as the Arbitrator under this procedure. The Labor Arbitration Rules of the American Arbitration Association shall govern the conduct of the arbitration hearing, at which all Step 2 participants shall be parties. The decision of the Arbitrator shall be final and binding on the involved Contractor, Affiliated Union and employees, and the fees and expenses of the Arbitrator shall be borne equally by the involved Contractor and Affiliated Union.

(b) Failure of the grieving party to adhere to the time limits set forth in this Article shall render the grievance null and void. These time limits may be extended only by written consent of the Construction Manager (or designee), involved Contractor and involved Affiliated Union at the particular step where the extension is agreed upon. The Arbitrator shall have authority to make



decisions only on the issues presented to him and shall not have the authority to change, add to, delete from or modify any provision of this Agreement.

(c) No arbitration decision or award may provide retroactivity of any kind exceeding 60 calendar days prior to the date of service of the written grievance on the Construction Manager and the involved Contractor or Affiliated Union.

## **SECTION 2 PARTICIPATION BY CONSTRUCTION MANAGER**

The Construction Manager shall be notified by the involved Contractor of all actions at Steps 2 and 3. The Authority and the Construction Manager may, at their election, participate in full in all proceedings at these Steps, including Step 4 arbitration.

## **SECTION 3 LIMITATION ON RETROACTIVITY**

No arbitration decision or award shall provide retroactivity of any kind exceeding sixty (60) calendar days prior to the notice of the grievance to the Construction Manager, and the involved Contractor or Affiliated Union, provided this limitation shall not apply to obligations to employee benefit plans for which there is a fiduciary obligation to collect all fund assets and to the extent the funds are due and payable to a Contractor.

## **ARTICLE X - JURISDICTIONAL DISPUTES**

The New York Plan for the Settlement of Jurisdictional Disputes (“New York Plan”) shall apply to the settlement of all jurisdictional disputes involving all Project Work. The New York Plan shall apply to any and all Contractors, subcontractors, Affiliated Unions performing work on the Project, and any and all jurisdictional disputes that may arise on the Project. In the event that a

Building Trades Union whose members are employed on the Project is not a party to the New York Plan, for the limited purpose of this Project and without implications as to any other Project, the New York Plan shall apply to the settlement of jurisdictional disputes in which it is involved.

## **SECTION 1 NO DISRUPTIONS**

There will be no strikes, sympathy strikes, work stoppages, slowdowns, picketing or other disruptive activity of any kind arising out of any jurisdictional dispute. Pending the resolution of the dispute, the work shall continue uninterrupted and as assigned by the Contractor.

## **ARTICLE XI - WAGES AND BENEFITS**

### **SECTION 1 CLASSIFICATION AND BASE HOURLY RATE**

All employees covered by this Agreement shall be classified in accordance with the work performed and paid the base hourly wage rates for those classifications as specified in the Schedule "A" Agreements, as amended by renewal agreements during the term of this Agreement.

### **SECTION 2 TRUST FUNDS**

A. The Contractors agree to promptly pay contributions to the established Trust Funds in the amounts designated in the appropriate Schedule "A" agreements. Jointly-trusted fringe benefit plans established or negotiated through collective bargaining during the life of this Agreement may be added, and the Contractors agree to promptly pay contributions to such funds.

B. The Contractors agree to be bound by the written terms of the

legally-established Trust Agreements specifying the detailed basis on which payments are to be paid into, and benefits paid out of, such Trust Funds with regard to work done on this Project for those employees to whom this Agreement requires such benefit payments.

C. In consideration of the Affiliated Unions not striking over wage and Trust Fund delinquencies, the Affiliated Unions agree to give written notice to the Authority, Construction Manager, and any delinquent Contractor within ninety (90) days of knowledge of a Contractor's delinquency with respect to Project Work, and the Authority agrees to immediately withhold from outstanding monies due and unpaid to an alleged delinquent Contractor or any tier subcontractor at the time of receipt of the notice, the amount the Affiliated Union or Trust Fund Administrator claims a Contractor owes for hours worked (or paid) by its employees on the Project. Within seven (7) days after receipt of said notification from the Trust Funds or Affiliated Union, if not already paid prior to said date by the delinquent Contractor, the Authority shall place the amount claimed to be owed into an escrow account established by the Building Trades Employers Association until the resolution of the claim. If the Authority fails to comply with this provision, the involved Affiliated Union may withhold labor until such time as this provision is complied with.

## **ARTICLE XII - HOURS OF WORK**

### **SECTION 1 WORK WEEK AND WORK DAY**

A. The standard workweek shall consist of 40 hours of work at straight time rates, Monday through Friday, 5 days; 8 hours per day, plus ½ hour

unpaid lunch each day.

B. In accordance with Project Work needs, the Contractor, with the consent of the Construction Manager, will have discretion in setting the start of the work day at the commencement of the job. The starting times may range from 6:00 a.m. to 8:00 a.m. Where a Local Union has already agreed to staggered starting times in Schedule "A", deference shall be afforded to that Local Union.

C. Starting times per trade may only be changed pursuant to the terms of the Schedule "A" collective bargaining agreements or, in the event the collective bargaining agreement contains no applicable provision, upon no less than 10 days' notice to the affected trade.

D. To the extent that starting times are staggered between the trades, lunch periods may be staggered accordingly between trades but not per trade.

E. There shall be one ten-minute morning and one ten-minute afternoon coffee break at the work stations per trade.

## **SECTION 2 OVERTIME**

Overtime shall be paid for hours outside the standard work week and work day described above in Section 1.A., only in accordance with the applicable Schedule "A" Agreements. There shall be no pyramiding of overtime.

## **SECTION 3 SHIFTS**

Shifts, including Saturday and Sunday work, shall be within the

discretion of the Contractor in order to meet Project Work schedules and existing Project Work conditions. It is not necessary to have a day shift in order to schedule a second shift, or to have a first or second shift in order to schedule a third shift. It is also not necessary to schedule all of the crafts or trades when only certain employees are needed. Shift Pay shall be in accordance with the Schedule "A" Agreements. Shifts must be approved in advance by the Construction Manager, and notice to the affected Affiliated Unions must not be less than five work days or such lesser notice as might be mutually agreed upon. Any shift changes must remain in effect for not less than five consecutive work days.

#### **SECTION 4     HOLIDAYS**

There shall be nine standard holidays as follows ("Holidays"):

New Year's Day	Independence Day
Martin Luther King Jr. Day	Labor Day
Presidents Day	Thanksgiving Day
Memorial Day	Christmas Day
Veterans' Day	

Work performed on the above referenced PLA holidays shall be paid in accordance with the holiday pay provisions of the Schedule "A" Agreements, even if the PLA holidays differ from the CBA holidays. No other holidays shall be recognized or observed under this Agreement.

#### **SECTION 5     SATURDAY WORK**

The Contractor may schedule Saturday work, and such work shall be paid for at time and one-half the base rate unless the applicable Schedule A

agreement permits a straight time rate.

### **ARTICLE XIII – TEMPORARY SERVICES**

Temporary services shall only be required upon the specific request of the Construction Manager. When used they shall be provided by the employees represented by the appropriate Affiliated Union subject to the New York Plan.

### **ARTICLE XIV - SAFETY, PROTECTION OF PERSON AND PROPERTY**

#### **SECTION 1 SAFETY REQUIREMENTS**

Each Contractor will ensure that applicable OSHA and other safety requirements are at all times observed and maintained on the Project Work site, and the employees and Affiliated Unions agree to cooperate fully with these efforts consistent with their rights and obligations under the law. The parties will advocate for strict compliance with applicable safety standards, including but not limited to “Build Safe New York”, a negotiated safety program between the BTEA and the Council and its affiliates.

#### **SECTION 2 CONTRACTOR RULES**

Employees covered by this Agreement shall at all times be bound by the reasonable safety and visitor rules as established by the Contractors and the Construction Manager for this Project Work. Such rules will be posted in conspicuous places throughout the Project Work site.

Any and all security measures, background checks or work clearance



card programs must be negotiated with and approved by the Council and its Affiliated Unions.

## **ARTICLE XV - NO DISCRIMINATION**

### **SECTION 1 COOPERATIVE EFFORTS**

The Contractors and Affiliated Unions agree that they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, national origin, marital status, age or any other status protected by applicable law, in any manner prohibited by applicable law or regulations.

### **SECTION 2 LANGUAGE OF AGREEMENT**

The use of the masculine or feminine gender in this Agreement shall be construed as including both genders.

## **ARTICLE XVI - SAVINGS AND SEPARABILITY**

### **SECTION 1 THIS AGREEMENT**

In the event that the application of any provision of this Agreement is enjoined, on either an interlocutory or permanent basis, or is otherwise determined to be in violation of law, the provision involved (and/or its application to a particular part of the Project, as necessary) shall be rendered, temporarily or permanently, null and void, but where practicable the remainder of the Agreement shall remain in full force and effect to the extent allowed by

law. In the event that a court of competent jurisdiction finds any portion of the Agreement to be invalid, the parties will immediately enter into negotiations concerning the substance affected by such decision for the purpose of achieving conformity with the court determination and the intent of the parties hereto for contracts to be let in the future.

## **SECTION 2      NON-LIABILITY**

In the event of an occurrence referenced in Section 1 of this Article, neither the Authority, the Construction Manager, general contractors, any subcontractor, the Council nor any signatory Affiliated Union shall be liable, directly or indirectly, for any action taken, or not taken, to comply with any court order or injunction or other court determination.

## **SECTION 3      NON-WAIVER**

A.     Nothing in this Agreement is intended to be or shall be construed as a waiver by any Affiliated Union(s) of any prevailing wage determination or schedule that is applicable to their trade for any public work that has been or may be performed in the future on any work outside the scope of this Agreement.

B.     Nothing contained in this Agreement is intended to be or shall be construed as a waiver by any signatory Affiliated Union(s) of any more favorable term or condition of employment that may be contained in any collective bargaining agreement applicable to work outside the scope of this Agreement.

## **ARTICLE XVII - DURATION**

### **SECTION 1 DURATION**

This PLA shall apply to Project Work and shall remain in effect for the duration of the covered work performed on the Project.

### **SECTION 2 EXTENSION OF AREA CONTRACTS**

A. If there are any changes in the rate or other terms and conditions of employment that are negotiated in any area collective bargaining agreement after the start of the construction Project, such change shall be applicable to work on this Project effective the date such change becomes effective in the area collective bargaining agreement.

B. There shall be no strikes or lockouts on this Project by reason of disputes during negotiations for area collective bargaining agreements.

## **ARTICLE XVIII - HELMETS TO HARDHATS**

### **SECTION 1**

The Contractors and the Unions recognize a desire to facilitate the entry into the building and construction trades of veterans who are interested in careers in the building and construction industry. The Contractors and Unions agree to utilize the services of the NY “Helmets to Hardhats” program to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and

mentoring, support network, employment opportunities and other needs as identified by the parties.

## **SECTION 2**

The Affiliated Unions and Contractors agree to coordinate with the NY Helmets to Hardhats to create and maintain an integrated database of veterans interested in working on this Project and of apprenticeship and employment opportunities for this Project. To the extent permitted by law, the Unions will give credit to such veterans for bona fide, provable past experience.

### **FOR BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW YORK AND VICINITY**

BY: \_\_\_\_\_ Date: \_\_\_\_\_  
Gary La Barbera, Executive Assistant

### **FOR BATTERY PARK CITY AUTHORITY**

BY: \_\_\_\_\_ Date: \_\_\_\_\_  
B.J. Jones, President and CEO

**AFFILIATED UNIONS: See attached addendum for signatory affiliates**

FOR THE LOCAL UNIONS:

BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW YORK AND  
VICINITY AFFILIATE EXECUTION PAGE FOR  
PROJECT LABOR AGREEMENT

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TO: Steve Ludwigson, Business Manager - Boiler Makers Local No. 5

FROM: Gary LaBarbera, President – Building and Construction Trades Council of  
Greater New York and Vicinity.

---

The Executive Board of the Building and Construction Trades Council of Greater New York has approved the Project Labor Agreement enclosed herewith. Additionally, the Building Trades Department of the AFL-CIO has approved the same. This Project Labor Agreement has also been executed by Owner.

Pursuant to the Executive Board and BCTD approval of this PLA, please execute below, which shall constitute your agreement with the PLA and make the PLA valid, binding and enforceable.

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Title and Local

BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW YORK AND  
VICINITY AFFILIATE EXECUTION PAGE FOR

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PROJECT LABOR AGREEMENT

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TO: Joseph Geiger, Executive Secretary Treasurer  
Carpenters District Council

FROM: Gary LaBarbera, President – Building and Construction Trades Council of  
Greater New York and Vicinity.

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BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW YORK AND  
VICINITY AFFILIATE EXECUTION PAGE FOR  
PROJECT LABOR AGREEMENT

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TO: Gino Castignoli, Business Manager - Cement Masons No. 780

FROM: Gary LaBarbera, President – Building and Construction Trades Council of  
Greater New York and Vicinity.

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BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW YORK AND  
VICINITY AFFILIATE EXECUTION PAGE FOR  
PROJECT LABOR AGREEMENT

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TO: Angelo Angelone, Business Manager - Concrete Workers  
District Council No. 16

FROM: Gary LaBarbera, President – Building and Construction Trades Council of  
Greater New York and Vicinity.

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BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW YORK AND  
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PROJECT LABOR AGREEMENT

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TO: William Hayes, Business Manager - Derrickmen and Riggers  
Local Union No. 197

FROM: Gary LaBarbera, President – Building and Construction Trades Council of  
Greater New York and Vicinity.

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Title and Local

BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW YORK AND  
VICINITY AFFILIATE EXECUTION PAGE FOR  
PROJECT LABOR AGREEMENT

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TO: Joseph Azzopardi, Business Manager - Drywall Tapers 1974  
District Council 9

FROM: Gary LaBarbera, President – Building and Construction Trades Council of  
Greater New York and Vicinity.

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BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW YORK AND  
VICINITY AFFILIATE EXECUTION PAGE FOR  
PROJECT LABOR AGREEMENT

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TO: Christopher Erikson, Business Manager – Electrical Workers Local No. 3

FROM: Gary LaBarbera, President – Building and Construction Trades Council of  
Greater New York and Vicinity.

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BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW YORK AND  
VICINITY AFFILIATE EXECUTION PAGE FOR  
PROJECT LABOR AGREEMENT

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TO: Joseph Azzopardi, Business Agent at Large - Glaziers Local Union No. 1087  
District Council 9

FROM: Gary LaBarbera, President – Building and Construction Trades Council of  
Greater New York and Vicinity.

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BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW YORK AND  
VICINITY AFFILIATE EXECUTION PAGE FOR  
PROJECT LABOR AGREEMENT

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TO: Jaime Soto, Business Manager - Heat & Frost Insulators  
Local Union No. 12A

FROM: Gary LaBarbera, President – Building and Construction Trades Council of  
Greater New York and Vicinity.

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BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW YORK AND  
VICINITY AFFILIATE EXECUTION PAGE FOR  
PROJECT LABOR AGREEMENT

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TO: John Jovic, Business Manager - Heat & Frost Insulators  
Local Union No. 12

FROM: Gary LaBarbera, President – Building and Construction Trades Council of  
Greater New York and Vicinity.

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BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW YORK AND  
VICINITY AFFILIATE EXECUTION PAGE FOR  
PROJECT LABOR AGREEMENT

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TO: James P. Mahoney, President - Iron Workers District Council

FROM: Gary LaBarbera, President – Building and Construction Trades Council of  
Greater New York and Vicinity.

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BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW YORK AND  
VICINITY AFFILIATE EXECUTION PAGE FOR  
PROJECT LABOR AGREEMENT

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TO: Robert Walsh, Business Manager - Iron Workers Local Union No. 40

FROM: Gary LaBarbera, President – Building and Construction Trades Council of  
Greater New York and Vicinity.

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BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW YORK AND  
VICINITY AFFILIATE EXECUTION PAGE FOR  
PROJECT LABOR AGREEMENT

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TO: Matthew Chartrand, Business Manager - Iron Workers Local No. 361

FROM: Gary LaBarbera, President – Building and Construction Trades Council of  
Greater New York and Vicinity.

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BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW YORK AND  
VICINITY AFFILIATE EXECUTION PAGE FOR  
PROJECT LABOR AGREEMENT

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TO: Pawel Gruchacz, Business Manager Laborers Local No. 78  
Asbestos & Lead Abatement

FROM: Gary LaBarbera, President – Building and Construction Trades Council of  
Greater New York and Vicinity.

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BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW YORK AND  
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PROJECT LABOR AGREEMENT

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TO: Keith Loscalzo, Business Manager - Laborers Local 1010 Pavers and Road  
Builders District Council

FROM: Gary LaBarbera, President – Building and Construction Trades Council of  
Greater New York and Vicinity.

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BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW YORK AND  
VICINITY AFFILIATE EXECUTION PAGE FOR  
PROJECT LABOR AGREEMENT

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TO: *Michael Prohaska*, Business Manager - Laborers 79 Construction and General  
Building Laborers

FROM: Gary LaBarbera, President – Building and Construction Trades Council of  
Greater New York and Vicinity.

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VICINITY AFFILIATE EXECUTION PAGE FOR  
PROJECT LABOR AGREEMENT

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TO: Joseph D’Amato, Business Manager - Laborers Local No. 731 Excavators

FROM: Gary LaBarbera, President – Building and Construction Trades Council of  
Greater New York and Vicinity.

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BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW YORK AND  
VICINITY AFFILIATE EXECUTION PAGE FOR  
PROJECT LABOR AGREEMENT

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TO: Robert Bonanza, Business Manager - Mason Tenders District Council

FROM: Gary LaBarbera, President – Building and Construction Trades Council of  
Greater New York and Vicinity.

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Title and Local

BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW YORK AND  
VICINITY AFFILIATE EXECUTION PAGE FOR  
PROJECT LABOR AGREEMENT

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TO: Michael Anderson, Business Manager - Metal Lathers Local No. 46

FROM: Gary LaBarbera, President – Building and Construction Trades Council of  
Greater New York and Vicinity.

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BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW YORK AND  
VICINITY AFFILIATE EXECUTION PAGE FOR  
PROJECT LABOR AGREEMENT

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TO: Joseph Azzopardi, Business Manager - Metal Polishers District Council 9

FROM: Gary LaBarbera, President – Building and Construction Trades Council of  
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BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW YORK AND  
VICINITY AFFILIATE EXECUTION PAGE FOR  
PROJECT LABOR AGREEMENT

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TO: Peter Myers, Business Manager - Ornamental Iron Workers  
Local No. 580

FROM: Gary LaBarbera, President – Building and Construction Trades Council of  
Greater New York and Vicinity.

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BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW YORK AND  
VICINITY AFFILIATE EXECUTION PAGE FOR  
PROJECT LABOR AGREEMENT

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TO: Joseph Azzopardi, Business Manager - Painters District Council 9

FROM: Gary LaBarbera, President – Building and Construction Trades Council of  
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BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW YORK AND  
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TO: Michael Apuzzo, Business Manager - Plumbers Local No. 1

FROM: Gary LaBarbera, President – Building and Construction Trades Council of  
Greater New York and Vicinity.

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BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW YORK AND  
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TO: Joseph Azzopardi, Business Manager - Painters, Decorators & Wallcoverers  
District Council 9

FROM: Gary LaBarbera, President – Building and Construction Trades Council of  
Greater New York and Vicinity.

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PROJECT LABOR AGREEMENT

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TO: Joseph Azzopardi, Business Manager - Painters Structural Steel No. 806

FROM: Gary LaBarbera, President – Building and Construction Trades Council of  
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\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Title and Local

BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW YORK AND  
VICINITY AFFILIATE EXECUTION PAGE FOR  
PROJECT LABOR AGREEMENT

---

TO: Dale Alleyne, International Representative - Plasterers  
Local Union No. 262

FROM: Gary LaBarbera, President – Building and Construction Trades Council of  
Greater New York and Vicinity.

---

The Executive Board of the Building and Construction Trades Council of Greater New York has approved the Project Labor Agreement enclosed herewith. Additionally, the Building Trades Department of the AFL-CIO has approved the same. This Project Labor Agreement has also been executed by Owner.

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Print name

\_\_\_\_\_  
Title and Local

BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW YORK AND  
VICINITY AFFILIATE EXECUTION PAGE FOR  
PROJECT LABOR AGREEMENT

---

TO: Nick Siciliano, Business Manager - Roofers & Waterproofers Local 8

FROM: Gary LaBarbera, President – Building and Construction Trades Council of  
Greater New York and Vicinity.

---

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Title and Local

BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW YORK AND  
VICINITY AFFILIATE EXECUTION PAGE FOR  
PROJECT LABOR AGREEMENT

---

TO: Daniel Mulligan, Business Manager – Steamfitters  
Local Union No. 638

FROM: Gary LaBarbera, President – Building and Construction Trades Council of  
Greater New York and Vicinity.

---

The Executive Board of the Building and Construction Trades Council of Greater New York has approved the Project Labor Agreement enclosed herewith. Additionally, the Building Trades Department of the AFL-CIO has approved the same. This Project Labor Agreement has also been executed by Owner.

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\_\_\_\_\_  
Print name

\_\_\_\_\_  
Title and Local

BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW YORK AND  
VICINITY AFFILIATE EXECUTION PAGE FOR  
PROJECT LABOR AGREEMENT

---

TO: Eric Meslin, President - Sheet Metal Workers Local No. 28

FROM: Gary LaBarbera, President – Building and Construction Trades Council of  
Greater New York and Vicinity.

---

The Executive Board of the Building and Construction Trades Council of Greater New York has approved the Project Labor Agreement enclosed herewith. Additionally, the Building Trades Department of the AFL-CIO has approved the same. This Project Labor Agreement has also been executed by Owner.

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Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Title and Local

BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW YORK AND  
VICINITY AFFILIATE EXECUTION PAGE FOR  
PROJECT LABOR AGREEMENT

---

TO: Dante Dano, President - Sheet Metal Workers Local No. 137

FROM: Gary LaBarbera, President – Building and Construction Trades Council of  
Greater New York and Vicinity.

---

The Executive Board of the Building and Construction Trades Council of Greater New York has approved the Project Labor Agreement enclosed herewith. Additionally, the Building Trades Department of the AFL-CIO has approved the same. This Project Labor Agreement has also been executed by Owner.

Pursuant to the Executive Board and BCTD approval of this PLA, please execute below, which shall constitute your agreement with the PLA and make the PLA valid, binding and enforceable.

Acknowledged and agreed to by:

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Signature

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Date

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Print name

---

Title and Local



BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW YORK AND  
VICINITY AFFILIATE EXECUTION PAGE FOR  
PROJECT LABOR AGREEMENT

---

TO: Thomas Gesualdi, President - Teamsters Local Union No. 282

FROM: Gary LaBarbera, President – Building and Construction Trades Council of  
Greater New York and Vicinity.

---

The Executive Board of the Building and Construction Trades Council of Greater New York has approved the Project Labor Agreement enclosed herewith. Additionally, the Building Trades Department of the AFL-CIO has approved the same. This Project Labor Agreement has also been executed by Owner.

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Acknowledged and agreed to by:

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Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Title and Local

BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW YORK AND  
VICINITY AFFILIATE EXECUTION PAGE FOR  
PROJECT LABOR AGREEMENT

---

TO: William A. Hill, President - Tile, Marble & Terrazzo B.A.C.  
Local Union No. 7

FROM: Gary LaBarbera, President – Building and Construction Trades Council of  
Greater New York and Vicinity.

---

The Executive Board of the Building and Construction Trades Council of Greater New York has approved the Project Labor Agreement enclosed herewith. Additionally, the Building Trades Department of the AFL-CIO has approved the same. This Project Labor Agreement has also been executed by Owner.

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Acknowledged and agreed to by:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Title and Local

## **SCHEDULE "B"**

### **Project Labor Agreement - - Letter of Assent**

Dear \_\_\_\_\_:  
Construction Manager

The undersigned party confirms that it agrees to be a party to and be bound by the South Battery Park City Resiliency Project Project Labor Agreement as such Agreement may, from time to time, be amended by the parties or interpreted pursuant to its terms. The terms of the Project Labor Agreement, its Schedules, Addenda and Exhibits are hereby incorporated by reference herein.

The undersigned, as a Contractor or Subcontractor (hereinafter Contractor) on the Project known as the South Battery Park City Resiliency Project and located at Battery Park, New York City, New York (hereinafter PROJECT), for and in consideration of the award to it of a contract to perform work on said PROJECT, and in further consideration of the mutual promises made in the Project Labor Agreement, a copy of which was received and is acknowledged, hereby:

- (1) Accepts and agrees to be bound by the terms and conditions of the Agreement, together with any and all schedules; amendments and supplements now existing or which are later made thereto;
- (2) Agrees to be bound by the legally established collective bargaining agreements and local trust agreements as set forth in the Project Labor Agreement and this Agreement.
- (3) Authorizes the parties to such local trust agreements to appoint trustees and successor trustees to administer the trust funds and hereby ratifies and accepts the trustees so appointed as if made by the Contractor;
- (4) Certifies that it has no commitments or agreements that would preclude its full and complete compliance with the terms and conditions of said Agreement. The Contractor agrees to employ labor that can work in harmony with all other labor on the Project and shall require labor harmony from every lower tier subcontractor it engaged to work on the Project. Labor harmony disputes/issues shall be subject to the Labor Management Committee's Pre-Job conference provisions.
- (5) Agrees to secure from any Contractor(s) (as defined in said Agreement) which is or becomes a Subcontractor (of any tier), to it, a duly executed Agreement to be Bound in from identical to this document.
- (6) Agrees that it will not invoke the Most Favored Nations Clause that may be contained in any of its Collective Bargaining Agreements with affiliated unions as a result of the application of this Economic Recovery PLA to a project.

Dated: \_\_\_\_\_

\_\_\_\_\_  
(Name of Contractor or subcontractor)

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

\_\_\_\_\_  
(Authorized Officer & Title)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Phone) (Fax)

Contractor's State License # \_\_\_\_\_

Sworn to before me this  
\_\_\_\_ day of \_\_\_\_\_, 2009

\_\_\_\_\_  
Notary Public

## SCHEDULE "C"

### NEW YORK CITY BUILDING AND CONSTRUCTION TRADES COUNCIL

#### STANDARDS OF EXCELLENCE

The purpose of this Standard of Excellence is to reinforce the pride of every construction worker and the commitment to be the most skilled, most productive and safest workforce available to construction employers and users in the City of New York. It is the commitment of every affiliated local union to use our training and skills to produce the highest quality work and to exercise safe and productive work practices.

The rank and file members represented by the affiliated local unions acknowledge and adopt the following standards:

- *Provide a full days work for a full days pay;*
- *Safely work towards the timely completion of the job;*
- *Arrive to work on time and work until the contractual quitting time;*
- *Adhere to contractual lunch and break times;*
- *Promote a drug and alcohol free work site;*
- *Work in accordance with all applicable safety rules and procedures;*
- *Allow union representatives to handle job site disputes and grievances without resort to slowdowns, or unlawful job disruptions;*
- *Respect management directives that are safe, reasonable and legitimate;*
- *Respect the rights of co-workers;*
- *Respect the property rights of the owner, management and contractors.*

The Unions affiliated with the New York City Building and Construction Trades Council will expect the signatory contractors to safely and efficiently manage their jobs and the unions see this as a corresponding obligation of the contractors under this Standard of Excellence. The affiliated unions will expect the following from its signatory contractors:

- *Management adherence to the collective bargaining agreements;*
- *Communication and cooperation with the trade foremen and stewards;*
- *Efficient, safe and sanitary management of the job site;*
- *Efficient job scheduling to mitigate and minimize unproductive time;*
- *Efficient and adequate staffing by properly trained employees by trade;*
- *Efficient delivery schedules and availability of equipment and tools to ensure efficient job progress;*
- *Ensure proper blueprints, specifications and layout instructions and material are available in a timely manner*
- *Promote job site dispute resolution and leadership skills to mitigate such disputes;*
- *Treatment of all employees in a respectful and dignified manner acknowledging their contributions to a successful project.*

The affiliated unions and their signatory contractors shall ensure that both the rank and file members and the management staff shall be properly trained in the obligations undertaken in the Standard of Excellence.

**ATTACHMENT #4**  
**REVISED DRAWINGS AND SPECIFICATIONS**

*[NO FURTHER TEXT ON THIS PAGE]*

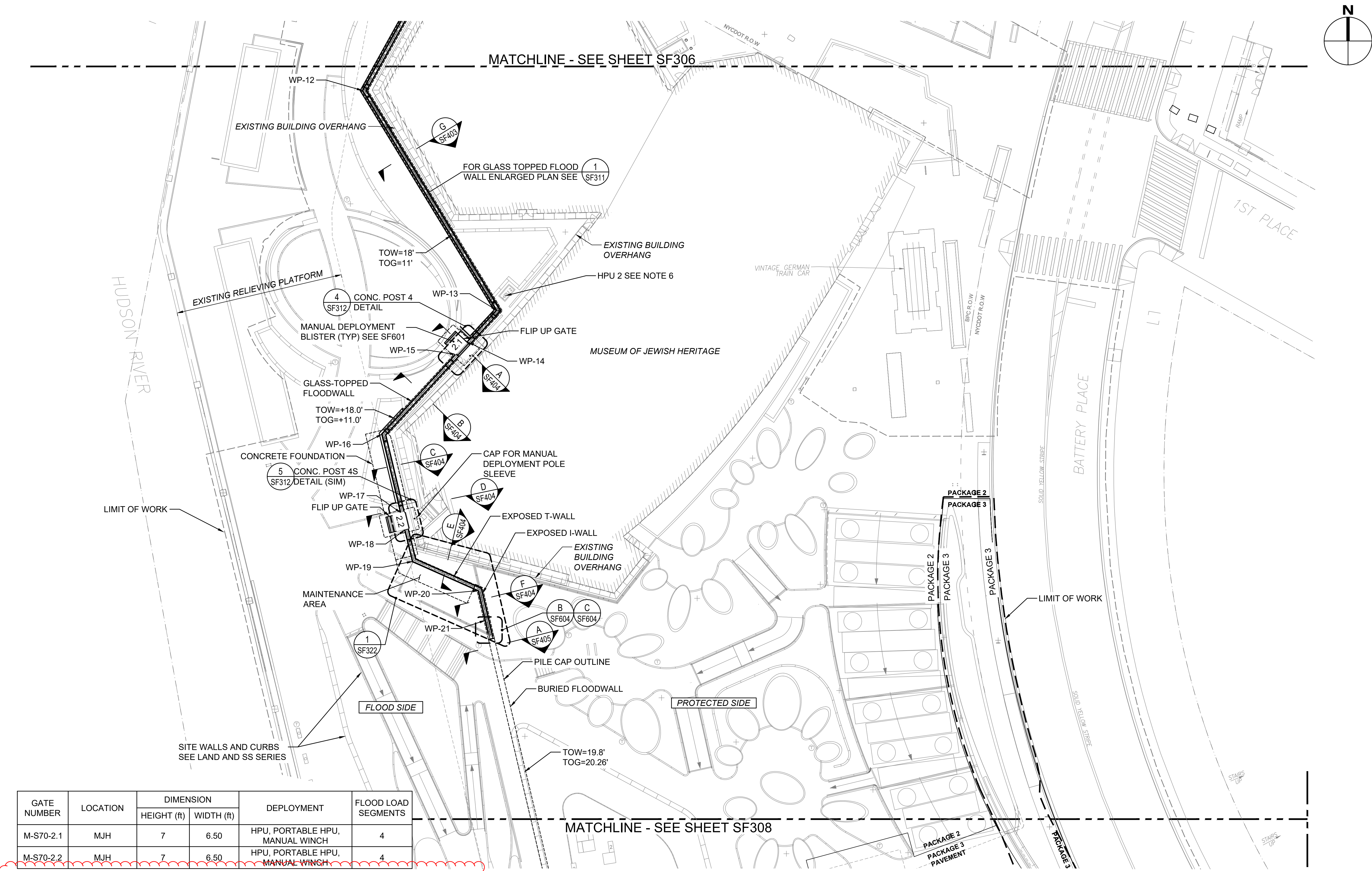
**ATTACHMENT #4A**  
**STRUCTURAL DRAWING SF307: FLOODWALL PLAN 2 OF 5**  
***Revised Compared to Exhibit B-1 of RFP***

***(ATTACHED)***



ANSI D 22" x 34"

Last saved by: LOUIS DIAZ 2022-02-09 1:10 PM  
Filename: C:\WORK\AECOM\PROJECTS\BATTERY PARK CITY\BATTERY PARK CITY.dwg  
User: LOUIS DIAZ  
Title: SOUTH BATTERY PARK CITY RESILIENCY DESIGN SERVICES  
Project: SOUTH BATTERY PARK CITY  
Sheet: SF307



GATE NUMBER	LOCATION	DIMENSION		DEPLOYMENT	FLOOD LOAD SEGMENTS
		HEIGHT (ft)	WIDTH (ft)		
M-S70-2.1	MJH	7	6.50	HPU, PORTABLE HPU, MANUAL WINCH	4
M-S70-2.2	MJH	7	6.50	HPU, PORTABLE HPU, MANUAL WINCH	4

WORKING POINT	NORTHING	EASTING
WP-12	196580.17	978973.88
WP-13	196488.24	979029.95
WP-14	196475.01	979017.71
WP-15	196469.78	979012.88
WP-16	196436.50	978981.98

WORKING POINT	NORTHING	EASTING
WP-17	196403.50	978989.86
WP-18	196396.47	978991.56
WP-19	196383.23	978994.81
WP-20	196371.01	979022.33
WP-21	196358.60	979025.22

NOTES:

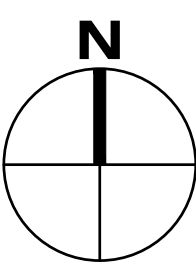
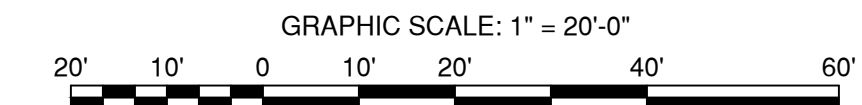
- NORTHINGS AND EASTINGS ARE IN NAD83 NY STATE PLANE COORDINATES.
- THE LOCATIONS OF SUBSURFACE STRUCTURES HAVE NOT BEEN PHYSICALLY VERIFIED. VERIFY LOCATIONS OF TUNNELS, VAULTS AND OTHER SUBSURFACE STRUCTURES PRIOR TO CONSTRUCTION. NOTIFY THE ENGINEER OF ANY CONFLICTS PRIOR TO CONSTRUCTION.
- SEE SM SERIES FOR MARINE STRUCTURES AND SEE SS SERIES FOR SITE STRUCTURES.

- WORK THIS SHEET WITH SHEET SF 302.
- SEE SHEET NO. SF001 FOR GATE FLOOD LOAD SEGMENTS.
- FURNISH AND INSTALL A BRUSHED STAINLESS STEEL ENCLOSURE FOR THE HPU WITH ACCESS DOORS COMPATIBLE WITH THE CONTROLS AND MAINTENANCE REQUIREMENTS FOR THE HPU. FOR HPU SIZE AND CRITERIA, SEE MECHANICAL DRAWINGS.
- ALL WORK POINTS ARE ON THE FLOOD SIDE OF THE WALL.

LEGEND

X.X FLIPUP GATE NUMBER M-S70-X.X  
SEE FLIPUP GATE SCHEDULE

--- LIMIT OF WORK



AECOM

PROJECT

SOUTH BATTERY PARK CITY  
RESILIENCY DESIGN  
SERVICES

CLIENT

HUGH L. CAREY  
BATTERY PARK CITY  
AUTHORITY  
CONSULTANT

AECOM

AECOM USA  
605 3rd Ave, 2nd Floor, New York, NY 10158  
212.973.2900 tel www.aecom.com

SUB-CONSULTANT

MAGNUSON KLEMMER ASSOCIATES  
1301 Fifth Avenue, Suite 2000, Seattle, WA 98101-2699  
206.292.1200 tel 206.292.1201 fax www.mka.com

SITE WORKS

150 West 28th St, Suite 605  
New York, NY 10001 212.255.8350 siteworkscm.com

MILHOUSE

333 South Wabash Ave, Suite 2801,  
Chicago, IL 60604 313.987.0061 milhouseinc.com

TILLOTSON DESIGN ASSOCIATES

40 Worth St, Rm 703, New York, NY 10013  
212.675.7760 tillosondesign.com

THOMAS PHIFER AND PARTNERS

180 Varick St, New York, NY 10014  
212.337.0334 thomasphifer.com

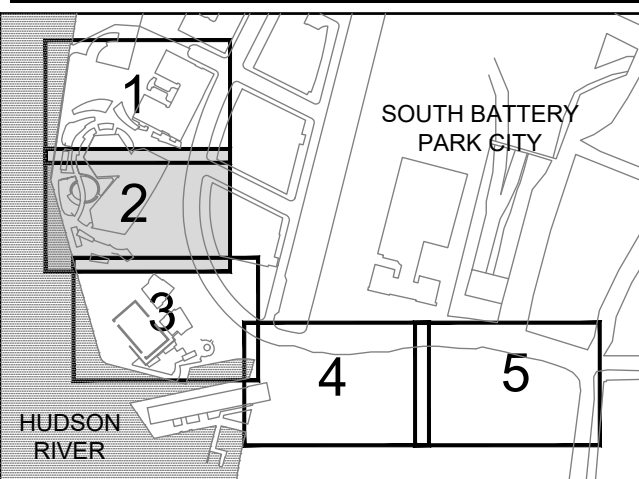
NAIK CONSULTING GROUP, PC

111 West 33rd St, Suite 605 New York, NY 10120  
212.575.2701 naikgroup.com

OWEIS

100 East Hanover Ave., Suite 101, Cedar Knolls, NJ 07927  
973.539.440 oweisengineering.com

KEY PLAN



REGISTRATION



ISSUE/REVISION

NO.	DATE	DESCRIPTION
1	JAN 2022	BID SET
1/R	DATE	DESCRIPTION

Designed By: L.DIAZ

Drawn By: F.LIZANO

Checked By: M.GONSKI

Approved By: J.CAREL

PROJECT/TERM CONTRACT NUMBER

Contract No. 18-2586

SHEET TITLE

FLOOD WALL PLAN  
2 OF 5

SHEET NUMBER

SF307



**ATTACHMENT #4B**  
**SPECIFICATION #011000 – SUMMARY OF WORK**  
***Revised Compared to Exhibit B-1 of RFP***

*(ATTACHED)*



## SECTION 011000 SUMMARY OF WORK

### PART I - GENERAL

#### 1.1 RELATED DOCUMENTS:

- A. The following documents apply to all required work for the Project: (1) the Contract Drawings, (2) the Specifications, (3) the General Conditions, (4) the Addenda, and (5) the Agreement.

#### 1.2 SUMMARY:

- A. This section includes the following:
  - 1. Scope and Intent
  - 2. Provisions Referenced in the Contract
  - 3. Performance of Work During Non-Regular Work Hours
  - 4. Interruption of Services at Existing Facilities

#### 1.3 DEFINITIONS:

- A. Refer to Article 1 of the Agreement for definition of terms, words and expressions used in the General Conditions not otherwise defined herein.
- B. Engineer: "Engineer" shall mean the entity responsible for providing design services for the Project, including without limitation, preparing the construction documents (drawings and specifications) and providing services in connection with such documents during construction. The entity serving as the "Engineer" may be a corporation, firm, partnership, joint venture, individual or combination thereof. Such entity may be either an employee(s) of BPCA or an entity engaged by BPCA to provide such services.

#### 1.4 SCOPE AND INTENT:

##### Background

In October 2012, Hurricane Sandy devastated the Northeast United States, resulting in over fifty (50) lives lost in New York alone and billions of dollars in property damage, along with extensive loss of income and productivity and millions of traumatized residents. Although Sandy had been downgraded to tropical storm or “Superstorm” status by the time it reached New York City, it packed an incredibly powerful punch along the Manhattan waterfront, especially at particularly vulnerable points in Lower Manhattan, where streets, office and

residential buildings, transit facilities, hospitals, power plants, public facilities and many other points were inundated with flood waters, in some cases to a height of several feet. The bulk of the damage in Lower Manhattan, including in Battery Park City (“BPC”), resulted from storm surge and related flooding.

In the ensuing years since 2012, Battery Park City Authority (“BPCA”), as the governmental entity responsible for planning and maintaining BPC, has participated in various collaborative efforts involving the State of New York State, the City of New York, local property owners, and certain other resiliency-focused groups and organizations to address the growing threat to Lower Manhattan of storm related flooding and sea level rise related to climate change. The City of New York subsequently devised the Lower Manhattan Coastal Resiliency Project (“LMCR”) as its planning vehicle for what was at the time viewed as a targeted system of flood barrier protection to extend from Montgomery Street on the Lower East Side, southward around the tip of Manhattan and up along BPC to a point just north of Chambers Street. The early design work for LMCR focused primarily on the East River segments of that project. (See Figure 1, on the next page.)

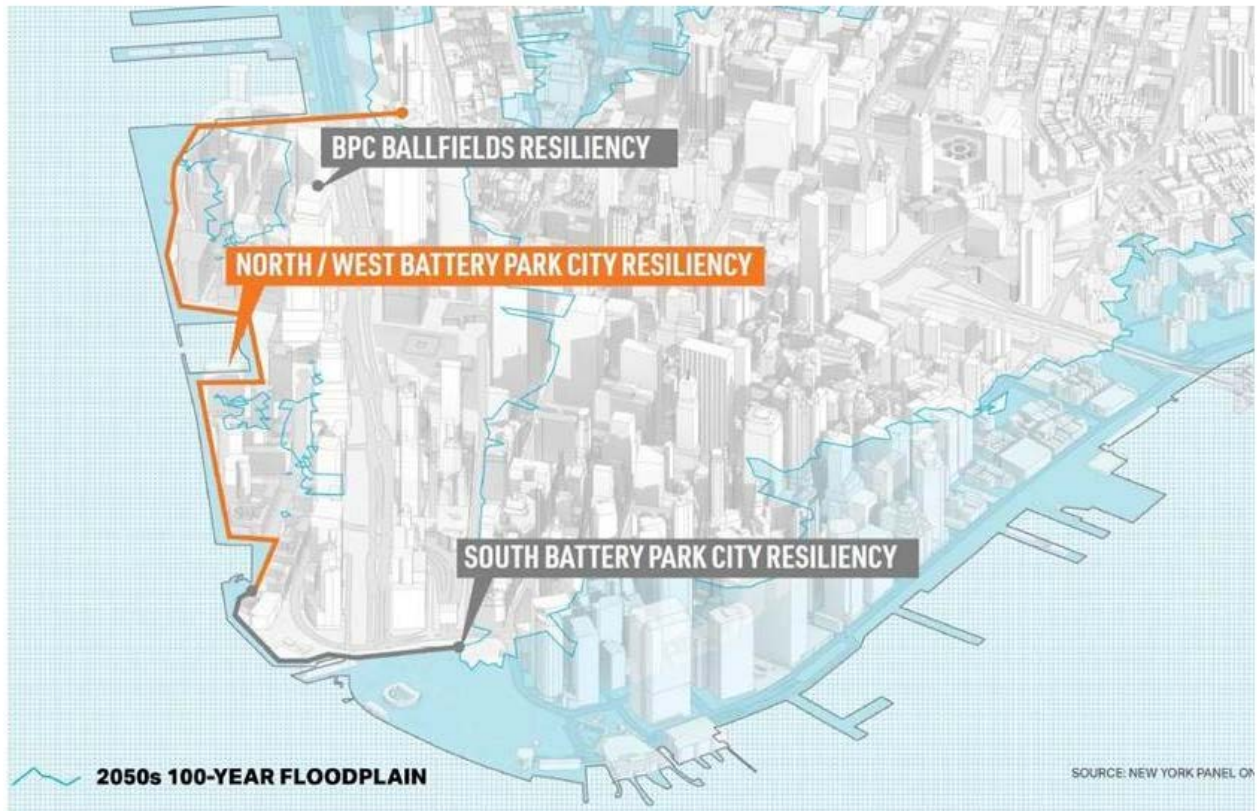
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*Figure 1: NYC – Lower Manhattan Coastal Resiliency Plans*

Given the urgency of the need and the broad sweep of Manhattan coastline to be addressed, BPCA initiated its own resiliency assessment projects, aimed at evaluating BPC's peculiar vulnerabilities to storm-related flood damage and sea level rise and also devising a plan to expedite the implementation of protective measures for BPC. Through these resiliency assessment projects, and subsequent design and engineering efforts, BPCA has formulated a methodology for the protection of BPC residents and assets that will function independently of other Lower Manhattan resiliency measures that may be developed, provide the flood risk reduction originally contemplated by the BPC segment of LMCR, and create a coordinated

means for LMCR, in its revised form and at such time as it may be built, to tie into BPC. To date, BPCA’s resiliency assessments have identified the two (2) most currently dire points of severe flood vulnerability within BPC to be: (i) Wagner Park, Pier Plaza and environs (the subject of the Pavilion Project) and (ii) the intersection of the BPC Esplanade and the Hudson River Park waterfront immediately north of Stuyvesant High School and environs (a portion of the North/West Battery Park City Resiliency Project). (See Figure 2, below.)



*Figure 2: BPCA Resiliency Projects Overview*

#### Purpose and Project Overview

##### The South Battery Park City Resiliency Project

The South Battery Park City Resiliency Project (the “SBPCR Project”) will include all infrastructure construction related to the creation of a flood barrier system (the “Barrier System”) that will be constructed along an identified alignment that extends from the BPC Esplanade (the “Esplanade”) at the west end of 1st Place, along the waterside edge of the Museum of Jewish Heritage (“MJH”), through Wagner Park, and the Pier A Plaza (the “Plaza”), and then extending eastward along the northern edge of the Battery to a terminus at approximately the southwest corner of Battery Place and State Street (see Figure 4, below). The Barrier System will consist of a combination of passive and deployable measures designed to provide flood risk reduction to design flood elevations that will vary between



fourteen feet (14') and nineteen point eight feet (19.8'). The Barrier System will serve as an effective stand-alone protective measure, providing independent utility and flood risk reduction to a broad swath of South BPC and Lower Manhattan and will be capable of connecting to future waterside flood barrier systems to the east and to the north if and when such systems are constructed. The Barrier System will be certified and accredited by the Federal Emergency Management Agency ("FEMA").



Figure 3: South Battery Park City Resiliency Project Flood Alignment

#### South BPC Resiliency Project Bid Packages

It is expected that all elements of the SBPCR Project will be performed subject to the terms of a project labor agreement (the "PLA"), which will be implemented in accordance with the terms of New York Labor Law 222. As a result, the SBPCR Project will be exempt from the provisions of Section 135 of the New York State Finance Law, commonly referred to as the "Wicks Law." A draft of the PLA for reference is included in [Exhibit I](#) of the RFP issued for this project. The SBPCR Project will be divided into multiple bid packages.

This Summary of Work included herein encompasses Package 2: Wagner Park Site Work "Package 2". Package 2 shall be bid as a single lump sum prime contract. The Package 2 Scope of Work as described below is a summary only and is therefore general in nature and does not

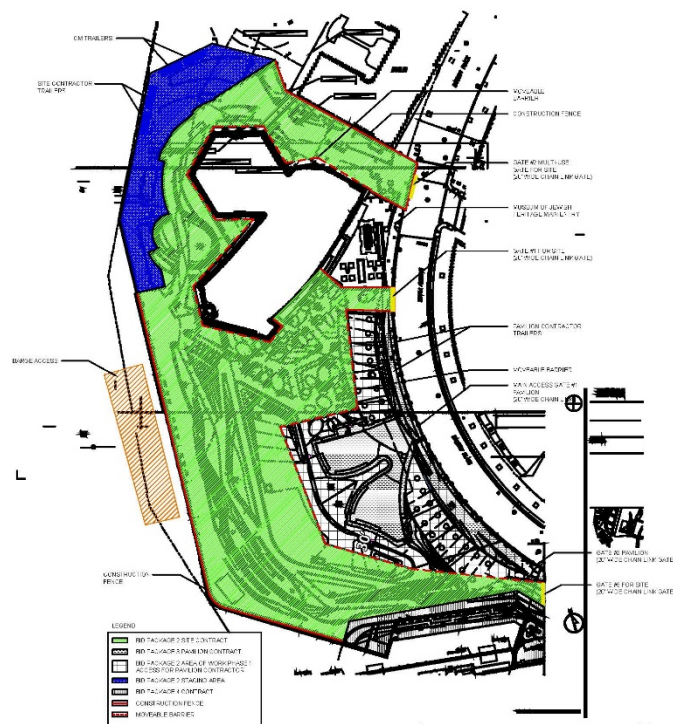
limit Contract Work as stipulated in other parts of the Contract Documents. Proposers should refer to every part of the Contract Documents for the total Work included, since the Contractor is responsible for every part of the Contract Documents whether or not it is included in the following limited summary.

Package 2 generally includes the following elements.

- a. Mobilization and establishment of site perimeter fencing, gates, and maintenance and protection of traffic items
- b. Establishment of Erosion and Sediment Control, and Site Preparation
- c. Establishment of a Vibration Monitoring System for existing structures
- d. Provision of Temporary Facilities and Controls
- e. Demolition of the existing Wagner Park surface and subsurface elements as shown on the Contract Drawings. Demolition work includes salvaging various components for reuse in the construction of Package 2: Wagner Park Site Work.
- f. Foundations including piles and anchors for floodwalls and other site structures
- g. Flood barriers, walls, and gates
- h. Site Grading and Earthwork
- i. Concrete and Masonry Work
- j. Subgrade materials, Roadway Resurfacing, Pavements and Pavers, Wood Elements
- k. Decorative Metal Fences and Gates
- l. Site Furnishing
- m. Soils, Turfs, Grasses, Plants, Trees, Soil cells
- n. All required utility services and distribution lines including water, sanitary sewer, storm sewers and drains
- o. Domestic water and fire protection water service for site distribution as shown in the Contract drawings and Specifications. Work to be coordinated with the Package 3 Contractor as shown on the Contract Drawings.
- p. Irrigation system. Work to be coordinated with the Package 3 Contractor as shown on the Contract Drawings
- q. Water Reuse system. Work to be coordinated with the Package 3 Contractor as shown on the Contract Drawings.
- r. Electrical, power, communication, and lighting. Work to be coordinated with the Package 3 Contractor as shown on the Contract Documents.
- s. Geothermal System. Work to be coordinated with the Package 3 Contractor as shown on the Contract Documents.
- t. Install site utilities as shown through retaining walls. Coordinate sleeve locations and penetrations in architectural concrete retaining walls with Package 3 Contractor.
- u. BPCA requires the Package 2 Contractor to implement practices and procedures to meet the project's environmental performance goals, which include achieving WEDG and ILFI Zero Carbon certifications as described in the Contract drawings and specifications.

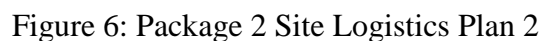
#### **Site Logistics Coordination and Schedule**

PACKAGE 2: SITE LOGISTICS PLAN #1  
SITE PLAN UP TO WHEN THE ARCHITECTURAL CONCRETE IS COMPLETE (MILESTONE 1)



In the above Site Logistics Plan 1, the Package 2 work is generally shown in green. The Package 3 work is generally depicted in gray. The area surrounding the Pavilion building shown in gray with grid pattern will be occupied by the Package 3 Contractor until 484 CCDs after Package 3 NTP. As indicated above, it is anticipated that Package 2 and Package 3 will be bid and awarded

After 484 CCDs, the Package 3 contractor will be required to turn over the area around the Pavilion building (shown in gray with grid pattern) to the Package 2 Contractor. See Figure 6 Site Logistics Plan 2 (below).



In summary, the Package 2 Contractor shall meet the following Contract Schedule Milestones:



- *Substantial Completion Milestone:* seven-hundred and twenty-nine (729) CCDs, or approximately twenty-four (24) months, from NTP.
- *Final Completion Milestone:* eight-hundred and nineteen (819) CCDs, or approximately twenty-seven (27) months from NTP.

The Package 2 contractor will be given three main access points to the jobsite as shown above (shown in yellow). Location of these access points is subject to change and will be coordinated with the Construction Manager. The First Place gate will be a shared gate with the Museum of Jewish Heritage which occupies the adjacent building. Access to the museum's loading dock on First Place and other building egress points must be maintained during construction. **The Contractor is required to maintain an emergency egress path along the Museum building perimeter for Museum personnel throughout construction. This egress path must be inspected daily at the end of the work shift to ensure safe passage, if necessary, during off hours.**

**The Contractor will be required to closely coordinate construction activities with the Museum through the Construction Manager. The Contractor will be required to utilize flaggers to allow Museum delivery and services vehicles through the work zone and in and out of the loading dock. The Contractor is strongly encouraged to route construction vehicles through the south entrance of the job site. The Contractor will be required to install a protected pedestrian path for Museum staff and associated personnel so they can always access their side entrance along First Place for the duration of Construction. The Contractor shall take enormous care and precaution to protect the Children's Tree located in the front of the Museum. The Contractor is advised that no work can occur around the Museum's perimeter and on 1<sup>st</sup> Place on the following dates in 2022 from 1 PM to 4 PM: 11/2, 11/3, 11/9, 11/10, 11/16/, 11/17,11/23, 11/30, 12/1, 12/7, 12/8, 12/14, 12/15. BPCA reserves the right to modify these dates and impose additional work restrictions in consideration of the Museum's future programming.**

The Contractor is responsible for installation and maintenance of a vibration monitoring system during the work as detailed in the drawings and specifications. Egress doors for 50 Battery Place directly north of the SBPCAR Project must also be accessible throughout construction.

Due to the Project's location in a residential area of Lower Manhattan and the limited roadways in the vicinity with the ability to support the project, the Package 2 Contractor is encouraged to utilize maritime transportation to the site to the maximum extent possible. The establishment of an on-site waterfront operations facility to support the Package 2 work is detailed in the Contract Specifications. **Further, all nighttime and weekend work/deliveries shall be discussed and approved to in advance by the Construction Manager. In general, work around the Museum will not be approved on Sundays. Any costs associated with language in this section shall be included as part of the Contractor's bid price.**

- A. BPCA will seek the certifications specified in Section 018113, "SUSTAINABLE DESIGN REQUIREMENTS".
- B. PROGRESS SCHEDULE: Refer to Article 3 of the Agreement and to Section 013250 CPM SCHEDULE for the schedule requirements of the project.
- C. COMPLETION OF WORK: The Work is comprised of the furnishing of all labor, materials, equipment and other appurtenances, and obtaining all regulatory agency approvals necessary and required to complete the Work in accordance with the Contract.
- D. OMISSION OF DETAILS: All work called for in the Specifications but not shown on the Contract Drawings in their present form, or vice versa, is required, and shall be performed by the Contractor as though it were originally delineated or described. The cost of such work shall be deemed included in the total Contract Price. With respect to any discrepancy appearing, or any misunderstanding arising, as to the meaning of anything contained in either the Specifications or the Contract Drawings, the explanation or decision of BPCA shall be final and conclusive upon the Contractor.
- E. WORK NOT IN SPECIFICATIONS OR CONTRACT DRAWINGS: Work not particularly specified in the Specifications nor detailed on the Contract Drawings but involved in carrying out their intent or in the complete and proper execution of the work, is required, and shall be performed by the Contractor. The cost of such work shall be deemed included in the total Contract Price.
- F. SILENCE OF THE SPECIFICATIONS: The apparent silence of the Specifications as to any detail, or the apparent omission from them of a detailed description concerning any work to be done and materials to be furnished, shall be regarded as meaning that only the best practice is to prevail and that only the best material and workmanship is to be used and interpretation of the Specifications shall be made upon that basis.
- G. CONFLICT BETWEEN CONTRACT DRAWINGS AND SPECIFICATIONS: Should any conflict occur in or between the Drawings and Specifications, the Contractor shall be deemed to have estimated the most expensive way of doing the work unless the Contractor shall have asked for and obtained a decision in writing from BPCA before the submission of the bid as to what shall govern.

- H. SUPPLEMENTARY DRAWINGS - When, in the opinion of BPCA, it becomes necessary to more fully explain the work to be done, or to illustrate the work further, or to show any changes which may be required, drawings known as Supplementary Drawings will be prepared by BPCA.
- I. COMPENSATION - Where Supplementary Drawings entail Extra Work, compensation therefore to the Contractor shall be subject to the terms of the Agreement. The Supplementary Drawings shall be binding upon the Contractor with the same force as the Contract Drawings.
- J. COPIES TO SUBCONTRACTORS - The Contractor shall furnish each of its subcontractors and material suppliers such copies of Contract Drawings, Supplementary Drawings, or copies of the Specifications as may be required for its work.

#### 1.5 COORDINATION:

- A. COORDINATION AND COOPERATION - The Contractor shall consult and study the requirements of the Contract Drawings and Specifications for all required work, including all work to be performed by subcontractors, so that the Contractor may become acquainted with the work of the project as a whole in order to achieve the proper coordination and cooperation necessary for the efficient and timely performance of the work.
- B. CONTRACTOR TO CHECK DRAWINGS: - The Contractor shall verify all dimensions, quantities and details shown on the Contract Drawings, Schedules, or other data received from BPCA, and shall promptly notify BPCA of all errors, omissions, conflicts and discrepancies found therein. Notice of such errors shall be given before the Contractor proceeds with any work.

#### 1.6 SHOP DRAWINGS AND RECORD DRAWINGS:

- A. Refer to Division I Section 013300 - SUBMITAL PROCEDURES and Section 017839 - PROJECT RECORD DRAWINGS for requirements applicable to shop drawings and record drawings.

#### 1.7 TEMPORARY FACILITIES, SERVICES AND CONTROLS:

- A. Refer to Division I Section 015000 - TEMPORARY FACILITIES SERVICES AND CONTROLS for the responsibilities of the Contractor.

#### 1.8 DUST CONTROL:

- A. The Contractor shall prepare, execute and manage a "Dust Control Plan" for the prevention of the emission of dust from construction related activities in compliance with 15 RCNY §§ 13-01 et. seq.

#### 1.9 INTERRUPTION OF SERVICES AT EXISTING FACILITIES:

- A. EVENING AND WEEKEND WORK - Where performance of the Work requires the temporary shutdown(s) of services, such shutdown(s) shall be made at night or on weekends or at such times that will cause no interference with the established routines and operations of the facility in question. Where weekend or evening work is required due to unavoidable service shutdowns, such work shall be performed at no extra cost. Components of the Work that must be performed during other than regular work hours are indicated in the Drawings and/or the Specifications.

- B. INTERRUPTION OF EXISTING FACILITIES:

- 1 The Contractor shall not interrupt any of the services of the surrounding area nor interfere with such services in any way without the permission of BPCA. Such interruption or interferences shall be made as brief as possible, and only at such time stated.
  - 2 Under no circumstances shall the Contractor, its subcontractors, or its workers, be permitted to use any part of the project as a shop, without the permission of BPCA.
  - 3 Unnecessary noise shall be avoided at all times and necessary noise shall be reduced to a minimum.

#### PART II - PRODUCTS (Not Used)

#### PART III- EXECUTION (Not Used)

END OF SECTION 011000

**ATTACHMENT #4C**  
**SPECIFICATION #015000 –**  
**TEMPORARY FACILITIES, SERVICES AND CONTROLS**  
***Revised Compared to Exhibit B-1 of RFP***

*(ATTACHED)*

## SECTION 015000 - TEMPORARY FACILITIES, SERVICES AND CONTROLS

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS:

1. The following documents apply to all required work for the Project: (1) the Contract Drawings, (2) the Specifications, (3) the General Conditions, (4) the Addenda, and (5) the Agreement.

#### 1.2 SUMMARY:

1. This section includes the following:
  - A. Temporary Water System
  - B. Temporary Sanitary Facilities
  - C. Temporary Electric Power, Temporary Lighting System, And Site Security Lighting
  - D. Temporary Heat
  - E. Dewatering Facilities and Drains
  - F. Temporary Field Office for Contractor
  - G. Material Sheds
  - H. Temporary Enclosures
  - I. Temporary Partitions
  - J. Temporary Fire Protection
  - K. Work Fence Enclosure
  - L. Rodent and Insect Control
  - M. Plant Pest Control Requirements
  - N. Project Identification Signage
  - O. Security Guards/Fire Guards on Site
  - P. Project Sign and Rendering
  - Q. Safety

#### 1.3 RELATED SECTIONS: include without limitation the following:

- |    |                |                     |
|----|----------------|---------------------|
| A. | Section 011000 | SUMMARY             |
| B. | Section 017700 | CLOSEOUT PROCEDURES |

#### 1.4 DEFINITIONS:

- A. Refer to Article 1 of the Contract for definition of terms, words and expressions used in the General Conditions not otherwise defined herein.
- B. Engineer: "Engineer" shall mean the entity responsible for providing design services for the Project, including without limitation, preparing the construction documents (drawings and specifications) and providing services in connection with such documents during construction. The entity serving as the "Engineer" may be a corporation, firm, partnership, joint venture, individual or combination thereof. Such entity may be either an employee(s) of BPCA or an entity engaged by BPCA to provide such services.

#### 1.4 SUBMITTALS:

- A. Site Plan: Show temporary facilities, utility hookups, staging areas, and parking areas for construction personnel. Indicate the duration such facilities will be in place.
- B. Reports: Submit reports of tests, inspections, meter readings and similar procedures for temporary use.
- C. Fire-Safety Program: Show compliance with requirements of NFPA 241 and authorities having jurisdiction. Indicate Contractor personnel responsible for management of fire-prevention program. See requirements of Section 013526 Safety and Health Requirements.

#### 1.5 PROJECT CONDITIONS:

- A. Temporary Use of Permanent Facilities and Services: The Contractor shall be responsible for the operation, maintenance, and protection of each permanent facility and service during its use as a construction facility before Final Acceptance BPCA.
- B. Install, operate, maintain and protect temporary facilities, services and controls.
  - 1. Keep temporary services and facilities clean and neat in appearance.
  - 2. Operate temporary services in a safe and efficient manner.
  - 3. Relocate temporary services and facilities as needed as Work progresses.

4. Do not overload temporary services and facilities or permit them to interfere with progress.
5. Provide necessary fire prevention measures.
6. Do not allow hazardous, dangerous or unsanitary conditions, or public nuisances to develop or persist on-site.

#### 1.6 SERVICES BEYOND COMPLETION DATE:

- A. The Contractor shall provide the temporary services, facilities and controls set forth in this Section until the date on which it completes all required work at the site, including all punch list work, as certified in writing by the Construction Manager, or earlier if so, directed in writing by BPCA.

### PART II - PRODUCTS

#### 2.1 MATERIALS:

- A. Provide undamaged materials in serviceable condition and suitable for use intended.
- B. Tarpaulins: Waterproof, fire-resistant UL labeled with flame spread rating of 15 or less. For temporary enclosures, provide translucent, nylon-reinforced, laminated polyethylene or polyvinyl chloride, fire-retardant tarpaulins.
- C. Water: Potable and in compliance with requirements of the Department of Environmental Protection.

#### 2.2 EQUIPMENT:

- A. Provide undamaged equipment in serviceable condition and suitable for use intended.
- B. Water Hoses: Heavy-duty abrasive-resistant flexible rubber hoses, with pressure rating greater than the maximum pressure of the water distribution system. Provide adjustable shutoff nozzles at hose discharge.
- C. Electric Power Cords: Grounded extension cords.



1. Provide hard-service cords where exposed to abrasion or traffic.
2. Provide waterproof connectors to connect separate lengths of electric cords where single lengths will not reach areas of construction activity.
3. Do not exceed safe length-voltage ratio.
- D. Fire Extinguishers: Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures.

### PART III - EXECUTION:

#### 3.1 INSTALLATION, GENERAL:

- A. Locate facilities where they will serve the Project adequately and result in minimum interference with performance of the Work and the public. Relocate and modify facilities as required by progress of the Work.
- B. Provide each facility ready for use when needed to avoid delay. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities as approved by the Construction Manager.

#### 3.2 TEMPORARY WATER SYSTEM:

- A. TEMPORARY WATER SYSTEM - NEW FACILITIES: If required for construction, the Contractor shall furnish a Temporary Water System as set forth below.
  1. Immediately after the BPCA has issued a Notice to Proceed, the Contractor shall file an application with the Dept. of Environmental Protection for the schedule of charges for water use during construction. The Contractor will be responsible for payment of water charges.
  2. Immediately after BPCA has issued a Notice to Proceed, the Contractor shall file an application with the Department of Environmental Protection's Bureau of Water Supply and obtain a permit to install the temporary water supply system. The system shall be installed and maintained for the use of the Contractor and its subcontractors. A copy of the above-mentioned permit shall be filed with BPCA. During winter months, the Contractor shall take the necessary precautions to prevent the temporary water system from freezing and puddling. The Contractor shall provide repairs to the

temporary water supply system for the duration of the project until said temporary system is dismantled and removed.

3. Disposition of Temporary Water System: The Contractor shall be responsible for dismantling the temporary water system when no longer required for the construction operations, or when replaced by the permanent water system installed for the project, or as otherwise directed by the Construction Manager. All repair work resulting from the dismantling of the temporary water system shall be the responsibility of the Contractor.

**B. TEMPORARY WATER SYSTEM -USE OF EXISTING WATER SERVICE:**

1. When approved by BPCA, use of existing water system will be permitted for temporary water service during construction, as long as the system is cleaned and maintained in a condition acceptable to the Construction Manager.
2. The Contractor shall be responsible for all repairs to the existing water system permitted to be used for temporary water service during construction. The Contractor shall be responsible to maintain the existing system in a clean condition on a daily basis, acceptable to the Construction Manager.
3. The Contractor will be responsible for payment of water charges as directed by BPCA. Billing will be in accordance with the Department of Environmental Protection schedule of charges for Building Purposes.

**C. WASH FACILITIES:** The Contractor shall install wash facilities supplied with potable water at convenient locations for personnel involved in handling materials that require wash-up for a healthy and sanitary condition.

1. Dispose of drainage properly.
2. Supply cleaning compounds appropriate for each condition.
3. Include safety showers, eyewash fountains and similar facilities for the convenience, safety and sanitation of personnel.

**D. DRINKING WATER FACILITIES:** The Contractor shall provide drinking water fountains or containerized tap-dispenser bottled-drinking water units, complete with paper cup supplies. Where power is accessible, provide electric water coolers to maintain dispensed water temperature at 45 to 55 deg. F (7 to 13 deg. C).

**3.3 TEMPORARY SANITARY FACILITIES:**

- A. The Contractor shall provide toilets, wash facilities and drinking water fixtures in compliance with regulations and health codes for type, number, location, operation and maintenance of fixtures and facilities. Provide toilet tissue, paper towels, paper cups and similar disposable materials as appropriate for each facility, and provide covered waste containers for used materials.
  - B. SELF-CONTAINED TOILET UNITS:
    - 1. The Contractor shall provide temporary single-occupant toilet units of the chemical, aerated re- circulation, or combustion type for use by all construction personnel. Units shall be property vented and fully enclosed with a glass-fiber-reinforced polyester shell or similar nonabsorbent material. Quantity of toilet units shall comply with the latest OSHA regulations.
    - 2. Toilets: Install separate self-contained toilet units for male and female personnel. Shield toilets to ensure privacy.
  - C. MAINTENANCE - The Contractor shall maintain the temporary toilet facilities in a clean and sanitary manner and make all necessary repairs.
  - D. NUISANCES - The Contractors shall not cause any sanitary nuisance to be committed by its employees or the employees of its subcontractors in or about the work, and shall enforce all sanitary regulations of the City and State Health Authorities.
- 3.4 TEMPORARY ELECTRIC POWER, TEMPORARY LIGHTING SYSTEM, AND SITE SECURITY LIGHTING:
- A. SCOPE: This Section sets forth the General Conditions and procedures relating to Temporary Electric Power, Temporary Lighting System and Site Security Lighting during the construction period.
  - B. TEMPORARY ELECTRIC POWER: The Contractor shall provide and maintain a Temporary Electric Power service and distribution system of sufficient size, capacity and power characteristics required for construction operations for all required work by the Contractor and its subcontractors, including but not limited to power for the Temporary Lighting System, Site Security Lighting, construction equipment, hoists, and all field offices including providing and maintaining power to the field offices of the Construction Manager for the duration of the Project. Temporary Electric Power shall be provided as follows:

1. CONNECTION TO UTILITY LINES:

- a. Temporary Electric Power Service for use during construction shall be provided as follows: The Contractor shall make all necessary arrangements with the Utility Company and pay all charges for the Temporary Electric Power system. The Contractor shall include in its total Contract Price any charges for Temporary Electric Power, including charges that may be made by the Utility Company for extending its electrical facilities, and for making final connections. The Contractor shall make payment directly to the Utility Company.
- b. APPLICATIONS FOR METER: The Contractor shall make application to the Utility Company and sign all documents necessary for, and pay all charges incidental to, the installation of a watt hour meter or meters for Temporary Electric Power. The Contractor shall pay to the Public Utility Company, all bills for Temporary Electric energy used throughout the work, as they become due.
- c. SERVICE AND METERING EQUIPMENT - The Contractor shall furnish and install, at a suitable location on the site, approved service and metering equipment for the Temporary Electric Power System, ready for the installation of the Utility Company's metering devices. The temporary service mains to and from the metering location shall be not less than 100 Amperes, 3-phase, 4-wire and shall be of sufficient capacity to take care of all demands for all construction operations and shall meet all requirements of the NYCEC.

2. ELECTRICAL GENERATOR POWER SERVICE:

- a. When connection to Utility Lines or existing facility electric service is not available or is not adequate to supply the electric power need for construction operations, the Contractor shall provide self-contained generators to provide power beyond that available.
- b. Pay for all energy consumed in the progress of the Work, exclusive of that available from the existing facility or Utility Company.
- c. Provide for control of noise from the generators.
- d. Comply with the Ultra-Low Sulfur Fuel in Non-Road Vehicles requirements

C. SITE SECURITY LIGHTING

1. The Contractor shall furnish, install, and maintain a system of site security lighting, as herein specified, to illuminate the construction site of the project, and it shall be connected to and energized from the Temporary Lighting System. All costs in connection with site security lighting shall be deemed included in the total Contract Price.
2. It is essential that the site security lighting system be completely installed and operating at the earliest possible date. The Contractor shall direct its subcontractors to cooperate, coordinate and exert every effort to accomplish an early complete installation of the site security lighting system. After the system is installed and in operation, if a part of the system interferes with the work of any trade, the Contractor shall be completely responsible for the expense of removing, relocating and replacing all equipment necessary to reinstate the system to proper operating conditions.
3. The system shall consist of flood lighting by pole mounted guarded sealed-beam units. Floodlight units shall be mounted 16 feet above grade. Floodlights shall be spaced around the perimeter of the site to produce an illumination level of no less than one (1) foot candle around the perimeter of the site, as well as in any potentially hazardous area or any other area within the site that might be deemed by the Construction Manager to require security illumination. The system shall be installed in a manner acceptable to the Construction Manager. The first lighting unit in each circuit shall be provided with a photoelectric cell for automatic control. The photoelectric cell shall be installed as per manufacturer's recommendations.
4. All necessary poles shall be furnished and installed by the Contractor.
5. The site security lighting shall be kept illuminated at all times during the hours of darkness. The Contractor shall, at its own expense, shall keep the system in operation, and shall furnish and install all material necessary to replace all damaged or burned-out parts.
6. The Contractor shall be available at all times to maintain the system during the operating period stated above.
7. All materials and equipment furnished under this section shall remain the property of the Contractor and shall be removed and disposed of by the Contractor when authorized in writing by the Construction Manager.

### 3.5 STORM WATER CONTROL, DEWATERING FACILITIES AND DRAINS:

#### A. PUMPING:

1. The Contractor shall be required to obtain all necessary dewatering permits for the work.
2. Comply with requirements of authorities having jurisdiction. Maintain Project site, excavations, and construction free of water. Provide barriers in and around excavations and subgrade construction to prevent flooding by runoff of storm water from heavy rainfall.
3. Contractor shall furnish and install all necessary automatically operated pumps of adequate capacity with all required piping to run-off agencies, so as to maintain the excavation, cellar floor, pits and exterior depressions and excavations free from accumulated water during the entire period of construction and up to the date of final acceptance of work of the Contract.
4. All pumps shall be maintained at all times in proper working order.
5. Dispose of water in a lawful manner that will not result in flooding Project or adjoining properties nor endanger permanent Work or temporary facilities.
6. Remove snow and ice as required to minimize accumulations.

### 3.6 TEMPORARY FIELD OFFICE FOR CONTRACTOR:

- A. The Contractor shall establish a temporary field office for its own use at the site during the period of construction, at which readily accessible copies of all Contract Documents shall be kept.
- B. The field office shall be located where it will not interfere with the progress of any part of the work or with visibility of traffic control devices. Please reference the Site Logistics Plan in Section 11000 Summary of Work for proposed field office location.
- C. **CONTRACTOR'S REPRESENTATIVE:** In charge of the office there shall be a responsible and competent representative of the Contractor, duly authorized to receive orders and directions and to put them into effect.
- D. All temporary structures shall be of substantial construction and neat appearance, and shall be painted a uniform gray unless otherwise directed by the Commissioner.

- E. **CONTRACTOR'S SIGN** - The Contractor shall post and keep posted, on the outside of its field office, office or exterior fence or wall at site of work, a legible sign giving full name of the company, address of the company and telephone number(s) of responsible representative(s) of the firm who can be reached in event of an emergency at any time.

### 3.7 MATERIAL SHEDS:

- A. Material sheds used by the Contractor for the storage of its materials shall be kept at locations which will not interfere at any time with the progress of any part of the work or with visibility of traffic control devices.
- B. Store combustible materials apart from the facility and in compliance with all applicable rules and regulations.

### 3.8 TEMPORARY ENCLOSURES:

- A. Provide temporary enclosures for protection of construction, in progress and completed, from exposure, foul weather, other construction operations, and similar activities. Provide temporary weather tight enclosure for building exterior.
- B. Provide temporary enclosures around existing park elements that are to remain including the Mother Cabrini monument and surrounding cobblestone pavement at the terminus of First Place. The associated benches can be removed and stored by the Contractor. The enclosure must be made of plywood or other sufficiently rigid material to protect the monument or existing park element.**
- C. Where heating or cooling is needed and permanent enclosure is not complete, insulate temporary enclosures and provide temporary heat required to continue the work.

### 3.9 TEMPORARY FIRE PROTECTION:

- A. Install and maintain temporary fire-protection facilities of types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 241.
- B. Prohibit smoking in all areas.

- C. Supervise welding operations, combustion-type temporary heating units, and similar sources of fire ignition according to requirements of authorities having jurisdiction.
- D. Develop and supervise an overall fire-prevention and -protection program for personnel at Project site. Review needs with local fire department and establish procedures to be followed. Instruct personnel in methods and procedures. Post warnings and information.

### 3.10 WORK FENCE ENCLOSURE:

- A. The Contractor shall furnish, erect and maintain a wood construction or chain-link fence to the extent shown on the drawings and as required by the NYC Department of Buildings enclosing the entire project on all sides as generally shown on the drawings and in Section 11000 Summary of Work. The Contractor shall facilitate access to the work area and relocate the fence as required to allow for installation of finish and work by the Package 3: Pavilion Contractor as described in Section 11000 Summary of Work and shown on the drawings. Coordination of the work will be coordinated through the Construction Manager. Additionally, the Contractor will need to maintain all points of egress to the Museum of Jewish Heritage and 50 Battery Place throughout Construction including access to the Museum of Jewish Heritage's loading dock on First Place. All coordination with the adjacent buildings will be through the Construction Manager and BPCA. All materials used to construct the site enclosure shall be new. Any permit required for the installation and use of said fence and costs shall be borne by the Contractor. If required, the Contractor shall furnish a NYCDOB compliant sidewalk shed for the protection of pedestrians along areas accessible to the public. General requirements for site fencing and gate are described below, however, the enclosure must conform to the latest NYCDOB requirements during all phases of construction.
- B. WOOD FENCE shall be 8'-0" high with framing construction of yellow pine, using 4" x 4" approved preservative-treated posts on not more than 6'-0" centers, with three (3) rails of at least 2" x 4" size to which shall be secured minimum 1/2-inch-thick exterior grade plywood. Posts shall be firmly fixed in the ground at least 30" and thoroughly braced. Top edge of fence shall be trimmed with a rabbeted edge mould. Provide on the street traffic sides of fence, observation openings as directed.
  - 1. GATES - Provide an adequate number of double gates, complete with hardware, located as approved by the Construction Manager. Double gates



shall have a total clear opening of 14'-0" with two (2) 7'-0" hinged swinging sections. Hanging posts

2. shall be 6" x 6" and shall extend high enough to receive and be provided with tension or sag rods for the swinging sections.
3. PAINTING - The fence and gates shall be entirely painted on the street and public sides with one (1) coat of exterior primer and one (1) top coat of exterior grade acrylic-latex emulsion paint. Black stenciled signs reading "POST NO BILLS" shall be painted on fence with three (3) inch high letters on 25 foot spacing for the entire length of fence on street traffic sides. Signs shall be stenciled five (5) feet above the sidewalk.

C. CHAIN-LINK FENCING (to be installed where permitted by NYCDOB and the Construction Manager) shall be minimum 2-inch thick, galvanized steel; chain-link fabric fencing; 8 feet high with galvanized steel pipe posts; minimum 2-3/8-inch OD line posts and 2-7/8-inch OD corner and pull posts, with 1-5/8-inch OD top and bottom rails. Fence shall be accurately aligned and plumb, adequately braced and complete with gates, locks and hardware as required. Under no condition shall fencing be attached or anchored to existing construction or trees.

1. It shall be the obligation of the Contractor to remove all posters, advertising signs, and markings, etc., immediately.
2. Should the fencing be required to be relocated during the course of the Contract, it shall be done by the Contractor at no additional cost to the owner.
3. Where sidewalks are used for "drive over" purposes for Contractor vehicles, a suitable wood mat or pad shall be provided for protection of sidewalks and curbs.
4. Where required, make provision for fire hydrants, lampposts, etc.
5. REMOVAL - When directed by the Construction Manager, the fence shall be removed.

### 3.11 RODENT AND INSECT CONTROL:

A. DESCRIPTION: The Contractor shall provide all labor, materials, plant and equipment, and incidentals required to survey and monitor rodent activity and to control any infestation or outbreak of rodents, rats, mice, water beetles, roaches and fleas within the project area. Special attention should be paid to the following conditions or areas:

1. Wet areas within the project area, including all temporary structures.
2. All exterior and interior temporary toilet structures within the project area.

3. All Field Offices and shanties within the project area of all subcontractors.
4. Wherever there is evidence of food waste and/or discarded food or drink containers, in quantity, that would cause breeding of rodents or the insects herein specified.
5. Any other portion of the premises requiring such special attention.

**B. MATERIALS:**

1. All materials shall be approved by the New York State Department of Environmental Conservation and comply with the New York City Health Code, OSHA and the laws, ordinances and regulations of State and Federal agencies pertaining to such chemical and/or materials.

**C. PERSONNEL:**

1. All pest control personnel must be supervised by an exterminator licensed in categories 7A and 8.

**D. METHODS:**

1. Application and dosage of all materials shall be done in strict compliance with the manufacturer's recommendations.
2. Any unsanitary conditions, such as uncollected garbage or debris, resulting from all Contractor's activities, which will provide food and shelter to the resident rodent population shall be corrected by the Contractor immediately after notification of such condition by the Construction Manager.

**E. RODENT CONTROL WORK:**

1. In wetlands, woodlands and areas adjacent to a waterbody, special precautions must be taken to protect water quality and to ensure the safety of other wildlife. To prevent poisoned bait from entering streams or waterways, no poisoned bait shall be used in areas within seventy-five (75) feet of all stream banks or waterways. Live traps must be used in these seventy-five (75) feet buffer zone areas and within wetland and woodland areas.
2. In areas outside the seventy-five (75) foot zone of protection adjacent to streams, and in areas outside wetlands and woodlands, tamper proof bait stations with poisoned bait shall be placed during the period of construction and any consumed or decomposed bait shall be replenished as directed.
3. At least one month prior to initiation of the construction work, and periodically thereafter, live traps and/or rodenticide bait in tamper proof bait stations, as directed above, shall be placed at locations that are inaccessible to pets, human beings, children and other non-target species, particularly wildlife (for example-birds) in the project area.

4. The Contractor shall be responsible for collecting and disposing of all trapped and poisoned rodents found in live traps and tamper proof bait stations. The Contractor shall also be responsible for posting and maintaining signs announcing the baiting of each particular location.
5. The Contractor shall be responsible for the immediate collection and disposal of any visible rodent remains found on streets or sidewalks within the project area.
6. It is anticipated that public complaints will be addressed to BPCA. The Contractor, where directed by BPCA, shall take appropriate actions, like baiting, trapping, proofing, etc., to remedy the source of complaint within the next six (6) hours of normal working time which is defined herein for the purposes of this section as 7 A.M. to 6 P.M. on Mondays through Saturdays.
7. Emergency service during the regular workday hours (Monday through Friday) shall be rendered within 24 hours, if requested by BPCA, at no additional cost to the City.

F. EDUCATION & NOTICES:

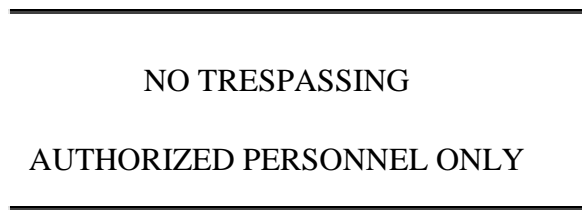
1. The Contractor shall post notices on all Construction Bulletin Boards advising workers, employees, and residents to call the Construction Manager's Field Office to report any infestation or outbreak of rodents, rats, mice, water beetles, roaches and fleas within the project area. The Contractor shall provide and distribute literature pertaining to IPM techniques of rodent control to affected businesses and superintendents of nearby residential buildings to ensure their participation in maintaining their establishments free of unsanitary conditions, harborage removal and rodent proofing.
2. Prior to application of any chemicals, the Contractor shall furnish to the Construction Manager copies or sample labels for each pesticide, antidote information, and Material Data Safety Sheets (MSDS) for each chemical used.

G. RECORDS:

1. The Contractor shall keep a record of all rodent and waterbug infestation surveys conducted by him/her and make available, upon request, to the Commissioner. The findings of each survey shall include, but not be limited to, recommended Integrated Pest Management techniques, like baiting, trapping, proofing, etc., proposed for rodent and waterbug pest control.
2. The Contractor shall maintain records of all locations baited along with the type and quantity of rodenticide and insecticide bait used.

### 3.12 PROJECT IDENTIFICATION SIGNAGE:

- A. The Contractor shall provide, install and maintain Project identification and other signs where indicated to inform public and individuals seeking entrance to the Project.
- B. In order to properly convey notice to persons entering upon a City construction site, the Contractor shall furnish and install a sign at the entrance (gates) as follows:



- C. If no construction fence exists at the site, this notice shall be conveyed by incorporating the above language into safety materials (barriers, tape, and signs).
- D. Provide temporary, directional signs for construction personnel and visitors.
- E. Maintain and touch up signs so that they are legible at all times.

### 3.13 PROJECT CONSTRUCTION SIGN AND RENDERING:

- A. PROJECT SIGN:
  - 1. Responsibility: The Contractor shall produce and install three (3) project signs which shall be posted and maintained upon the site of the project at a place and in a position directed by BPCA. The Contractor shall protect the sign from damage during the continuance of work under the Contract and shall do all patching of lettering, painting and bracing thereof necessary to maintain the sign in first class condition and in proper position. Prior to fabrication, the Contractor shall submit an 8-1/2" x 11" color match print proof from the sign manufacturer of the completed sign for approval by BPCA.
  - 2. Sign Quality: The Contractor shall provide all materials required for the production of the sign as specified herein. Workmanship shall be of the best quality, free from defects and shall be produced in a timely manner.
  - 3. Schedule: Upon project mobilization, the Contractor shall commence production and installation of the sign.

4. Removal: At the completion of all work under the Contract, the Contractor shall remove and dispose of the project sign away from the site.
5. Sign construction:
  - a. Frames: The frame shall be from quality dressed 2"x2" pine, fire retardant, pressure treated lumber, that surrounds the inside back edge of the sign. The sign shall have one (1) intermediate vertical and two (2) diagonal supports, glued and screwed for rigidity. Frame shall be painted white with two (2) coats of exterior enamel paint, prior to mounting of sign panel.
  - b. Edging: U-shaped, 22-gauge aluminum edging, with a white enameled finish to match sign background, shall run around entire edging of sign panel and frame. Corners shall be mitered for a tight fit. Channel dimensions shall be 1"-inch (overlap to sign panel face) x 1 3/4" (or as required across frame depth) x 1" (back overlap).
  - c. Sign Panels: 4' x 8' panel shall be constructed in one (1) piece of 14 gauge (.0785") 6061-T6 aluminum. This panel shall be pre-finished both sides with a glossy white baked-on enamel finish and be flush with edge of 2" x 2" wood frame. Samples must be submitted for approval.
  - d. Fastening: Fasten sign panels to wood frame using cadmium plated no. 8 sheet metal screws at 1/2" below edge of panel and 8" on center. The U-shaped aluminum channel shall be applied over the wood frame edge and fastened with cadmium plated no. 8 sheet metal screws at 12" on center around the entire perimeter.
6. Sign Graphics:
  - a. A digital file of the project signs will be provided to the Contractor by BPCA's representative for printing. BPCA's 's representative shall insert the project name and names and titles of personnel (3 or more) and any other required information associated with the project. All signs may include a second panel for a project rendering as described in Sub-Section 3.17.B herein.
  - b. The digital file shall be reproduced at the Sign Panel size of 4' x 8' on 3M High Performance Vinyl or approved equal. The 3M High Performance Vinyl or equivalent shall be guaranteed for nine (9) years. Guarantee must cover fading, peeling, chipping or cracking. The sign manufacturer is required to maintain all specified Pantone Matching System (PMS) type and other composition elements represented in the digital file of the project sign.

B. PROJECT RENDERING:

1. Responsibility: In addition to the Project Signs, the Contractor shall furnish and install one (1) sign showing a rendering of the project. A digital file of the project rendering will be provided to the Contractor by the Commissioner's representative. From an approved image file provided by BPCA, the Project Rendering is to be sized, printed, and mounted in an identical manner as described in Sub-Section 3.17.A above for the Project Sign. A color match print proof from the sign manufacturer of the Rendering Sign printed from the supplied file is to be submitted to BPCA for approval before fabrication. The Rendering Sign is to be posted at the same height as the Project Sign. Where possible, the Rendering Sign shall be mounted with a perfect match of the short sides of the rectangle so that the Rendering Sign and the Project Sign together will create one long rectangle.
2. Removal: At the completion of all work under the Contract, the Contractor shall remove and dispose of the project rendering away from the site.

3.14 SECURITY GUARDS/FIRE GUARDS ON SITE:

A. SECURITY GUARDS (WATCHMEN):

1. The Contractor shall provide competent Security Guard Service on the site, beginning on the date on which the Contractor commences actual construction work, or on such earlier date on which there is activity at the site related to the work, including without limitation, delivery of materials or construction set-up. The Contractor shall continue to provide such Security Guard Service until the date on which it completes all required work at the site, including all punch list work, as certified in writing by the Construction Manager, or earlier if so, directed in writing by BPCA. Throughout the specified time period, there shall be no less than one (1) Security Guard on duty every day, including Saturdays, Sunday and Holidays, 24 hours a day.
2. Every Security Guard shall be required to hold a "Certificate of Fitness" issued by the Fire Department. Every Security Guard shall, during his/her tour of duty, perform the duties of Fire Guard in addition to his/her security obligations.
3. Should the Construction Manager find that any Security Guard is unsatisfactory; such guard shall be replaced by the Contractor upon the written demand of BPCA.
4. Each Security Guard furnished by the Contractor shall be instructed by the Contractor to include in his/her duties the entire construction site including the Field Office, temporary structures, and equipment, materials, etc.

5. Should the Contractor or any other subcontractor consider the security requirements outlined above inadequate, the Contractor shall provide such additional security as it thinks necessary, after obtaining the written consent of the Commissioner. The additional cost of such approved increased protection will be paid by the Contractor.
  6. Nothing contained in this Sub-Section shall diminish in any way the responsibility of the Contractor and each subcontractor for its own work, materials, tools, equipment, nor for any of the other risks and obligations outlined hereinbefore in this Article.
- B. COSTS - The Contractor shall employ Security Guards/Fire Guards throughout the specified time period, except as otherwise modified by the detailed Specifications and as approved by the Construction Manager, for the purpose of safeguarding and protecting the site. All costs for Security Guards/Fire Guards shall be borne by the Contractor.
- C. RESPONSIBILITY - The Contractor and its subcontractors will be responsible for safeguarding and protecting their own work, materials, tools and equipment.

3.15 SAFETY:

- A. The Contractor, in compliance with requirements of Section 01 35 26, SAFETY REQUIREMENTS PROCEDURES, shall provide and maintain all necessary temporary closures, guard rails, sidewalk sheds, and barricades to adequately protect all workers and the public from possible injury. Any removal of these items, during the progress of the work, shall be replaced by the Contractor at no additional cost to BPCA.

END OF SECTION 015000

**ATTACHMENT #4D**  
**SPECIFICATION #015528 –**  
**MAINTENANCE AND PROTECTION OF TRAFFIC**  
***Revised Compared to Exhibit B-1 of RFP***

*(ATTACHED)*



## SECTION 015528 – MAINTENANCE AND PROTECTION OF TRAFFIC (NYCDOT)

### PART 1 - GENERAL

#### 1.01 SECTION INCLUDES

- A. This section specifies requirements for maintenance and protection of pedestrian and vehicular traffic within the public right of way that is within the limits of Work or directly affected by the Work. This work shall include, but not be limited to preparing and executing a Maintenance and Protection of Traffic (MPT) Plan, furnishing, placing, relocating and removing necessary temporary warning and regulatory signs and temporary traffic control devices, providing traffic control personnel, and coordinating with City authorities.
- B. Contractor shall maintain and protect traffic in accordance with the applicable standards of the New York City Department of Transportation (NYCDOT).
  - 1. NYCDOT Standard Details of Construction: Comply with the current version the current NYCDOT Standard Details of Construction, and coordinate with NYCDOT as may be needed to ensure compliance with such standards.
  - 2. NYCDOT Standard Highway Specifications:
    - a. The Contractor shall comply with the various NYCDOT Standard Highway Specifications that are indicated on the Contract Drawings, and any and all applicable NYCDOT Standard Highway Specifications irrespective as to whether such standards are specifically indicated in the Contract Drawings. The applicable specification sections include, but are not necessarily limited to, the following:

<u>Section</u>	<u>Description</u>
1.06.44	Maintenance and Protection of Traffic
6.70	Maintenance and Protection of Traffic
6.85	Traffic Enforcement Agents
    - b. NYCDOT Standard Highway Specifications are modified as follows:
      - 1) References therein to "NYCDDC Infrastructure-Engineering Support", "Resident Engineer", and "Project Manager" shall instead mean "Construction Manager".
      - 2) References to measurement of work and materials for payment are deleted.
- C. The Contractor shall obtain and pay for all required permits, fees and inspections by authorities having jurisdiction.
- D. **The Contractor shall have flaggers present for every vehicle coming in, out and to the project site. The Contractor is advised that there is a school in the immediate vicinity of the jobsite and the Contractor is expected to implement adequate hazard controls to ensure the safety of the traveling public.**

## 1.02 REFERENCE STANDARDS

- A. New York City Department of Transportation Standard Highway Specifications
- B. New York City Department of Transportation Standard Details of Construction
- C. National Cooperative Highway Research Program (NCHRP), Report 350, "Recommended Procedures for the Safety Performance Evaluation of Highway Features"
- D. Federal Highway Administration, "Manual of Uniform Traffic Control Devices" (MUTCD)

## 1.03 SUBMITTALS

- A. Submit for approval product data indicating compliance with Contract Documents for the following:
  - 1. Product Data
    - a. Traffic Control Devices, including but not limited to temporary traffic signs, barriers, barricades, barrels, delineators, and temporary pavement marking products.
  - 2. Maintenance and Protection of Traffic Plan
    - a. Prepare and submit to the Construction Manager a plan and schedule of operations for the Maintenance and Protection of Traffic (MPT), showing in high detail the methods and procedures Contractor proposes to implement. The Plan shall include all drawings, details, and information necessary to meet NYCDOT requirements and obtain NYCDOT approval.

## PART 2 - PRODUCTS

### 2.01 MATERIALS

- A. Materials shall be in accordance with applicable NYCDOT Standard Highway Specifications and NYCDOT Standard Details of Construction.
- B. Water Filled Traffic Barriers
  - 1. Provide a barrier system consisting of interconnected modular units that are each filled and ballasted with water.
  - 2. The system shall meet the crashworthy performance criteria contained in the National Cooperative Highway Research Program (NCHRP) Report 350, "Recommended Procedures for the Safety Performance Evaluation of Highway Features", Test Level 2.

## PART 3 - EXECUTION

- A. Execute the Work of this Section in accordance with the applicable NYCDOT Standard Highway Specifications.

- B. Modifications to existing City streets and traffic patterns shall be approved by and in accordance with the requirements of the NYCDOT Office of Construction Mitigation & Coordination (OCMC). The Contractor shall obtain for this approval whenever the construction operations require modifications to the existing streets or traffic patterns.
- C. As stipulated by OCMC and/or directed by Construction Manager, provide Traffic Enforcement Agents conforming with the NYDOT Standard Highway Specifications Section 6.85.
- D. Water Filled Traffic Barrier: Select and configure in accordance with manufacturer instructions, in compliance with the applicable provisions of the MUTCD, and meeting all requirements of the New York City Department of Transportation.
- E. Contractor shall store unused traffic control devices off City and BPCA property. The devices acquired by Contractor will remain the property of the Contractor.

END OF SECTION 015528