Project: South Battery Park City Resiliency Project:
Wagner Park Pavilion Construction Services
Request for Proposals ("RFP")

RE: Addendum #6 # of Pages: 56

Date: March 30, 2022

The following (listed below, and attached hereto as Attachments #1-4) revised South Battery Park City Resiliency Project – Wagner Park Pavilion Drawings and Specifications are incorporated into the RFP by this Addendum #6, and supersede and replace the same Drawings and Specifications included as part of the RFP's *Exhibit B* – *Construction Documents and Supporting Information*:

• <u>Irrigation Drawings – Attachment #1*:</u> Note that the changes to these drawings are indicated via a "bubble" that circles the area of the drawings that is revised.

I120 – Irrigation Plan I I220 – Irrigation Plan 2A	I239 – PKG3 Irrigation Details** I501 – Irrigation Details
I221 – Irrigation Plan 2B	1502 – Irrigation Details
I234 – PKG3 Irrigation Plan, Roof Parapet**	1503 – Irrigation Details
1235 – PKG3 Temporary Irrigation Plan	1504 – Irrigation Details
1236 - PKG3 Irrigation Plan, Water Reuse Room	1505 – Irrigation Details
1237 – PKG3 Irrigation Details	I506 – Irrigation Details
1238 – PKG3 Irrigation Details	1507 – Irrigation Details

*These sixteen (16) Irrigation Drawings are listed here by the names they are given in this revised set (in a few instances, slightly different from the names they are given in <u>Exhibit B-1</u> of the RFP). *These two (2) particular Irrigation Drawings have not been revised (note, however, that Drawing 1234 is named differently compared to its original name in <u>Exhibit B-1</u> of the RFP), but are nonetheless being re-issued as part of the full set of the RFP's Irrigation Drawings.

- <u>Specification #011000 | Summary of Work Attachment #2:</u> The revised language, compared to the language included in the version of the Specification #011000 of the RFP's *Exhibit B-1: Drawings and Specifications*, is yellow-highlighted in this corrected version of such Specification.
- Specification #012100 | Allowances Attachment #3: The revised language, compared to the language included in the version of the Specification #012100 of the RFP's *Exhibit B-1: Drawings and Specifications*, is yellow-highlighted in this corrected version of such Specification.
- Specification #015000 | Temporary Facilities, Services, and Controls Attachment #4: The revised language, compared to the language included in the version of the Specification #11000 included in the RFP's Exhibit B-1: Drawings and Specifications, is yellow-highlighted in this corrected version of such Specification.

[NO FURTHER TEXT ON THIS PAGE]

Print Name (Above)	Signature (Above)	Date (Above)
Number of pages received:	<fill in="">.</fill>	

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ATTACHMENT #1

IRRIGATION DRAWINGS:

I120 – Irrigation Plan I

1220 – Irrigation Plan 2A

1221 – Irrigation Plan 2B

1234 – PKG3 Irrigation Plan, Roof Parapet

1235 – PKG3 Temporary Irrigation Plan

1236 - PKG3 Irrigation Plan, Water Reuse Room

1237 - PKG3 Irrigation Details

1238 - PKG3 Irrigation Details

1239 - PKG3 Irrigation Details

1501 – Irrigation Details

1502 - Irrigation Details

1503 – Irrigation Details

1504 – Irrigation Details

1505 – Irrigation Details

1506 - Irrigation Details

1507 – Irrigation Details

(ATTACHED)

SOUTH BATTERY PARK CITY RESILIENCY DESIGN

605 3rd Ave, 2nd Floor, New York, NY 10158

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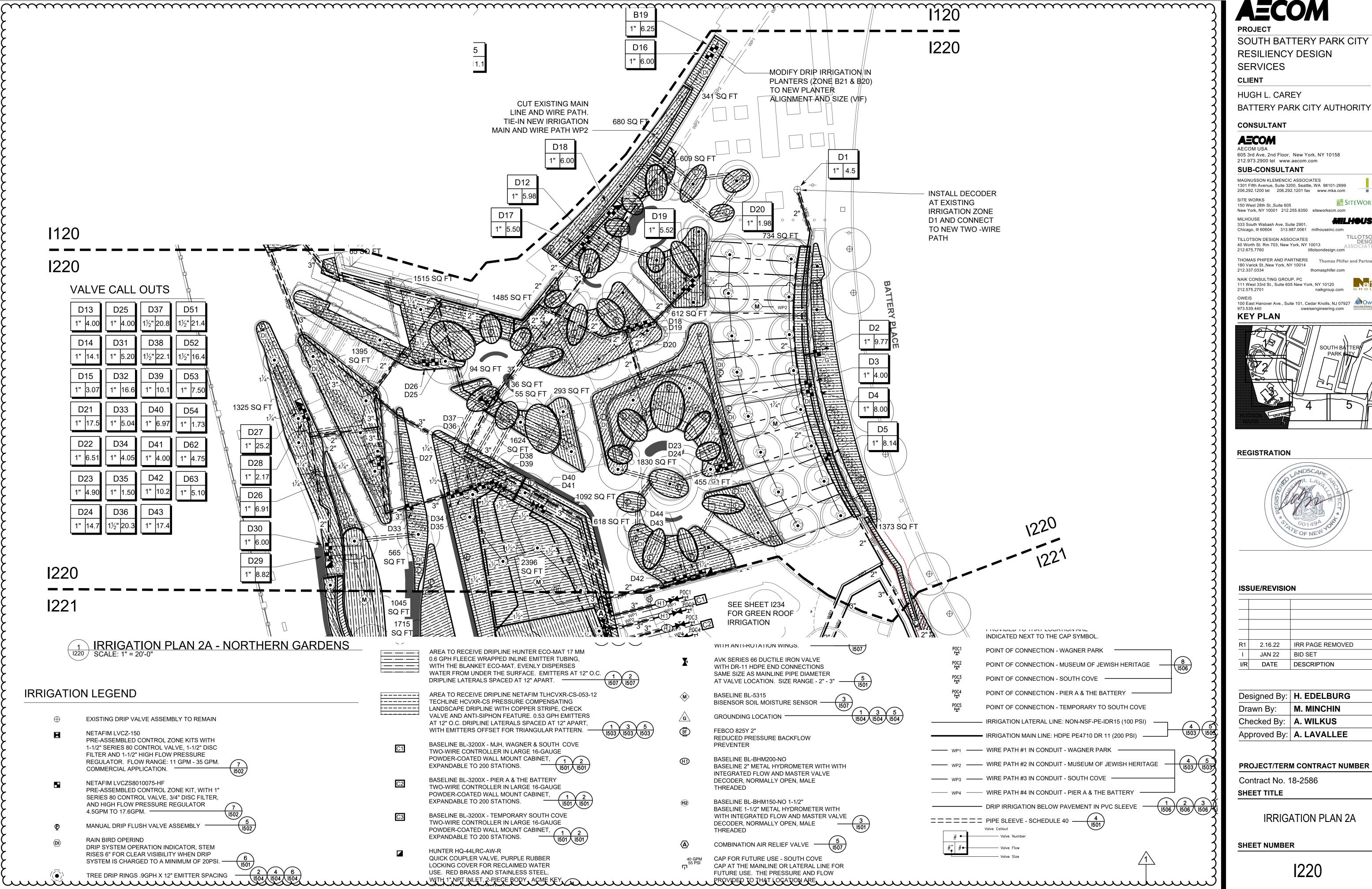


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Designed By: | H. EDELBURG M. MINCHIN Checked By: | A. WILKUS Approved By: A. LAVALLEE

PROJECT/TERM CONTRACT NUMBER

IRRIGATION PLAN 1



SOUTH BATTERY PARK CITY RESILIENCY DESIGN

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HUGH L. CAREY

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PROJECT/TERM CONTRACT NUMBER

Contract No. 18-2586

SHEET TITLE

IRRIGATION PLAN 2A

SHEET NUMBER

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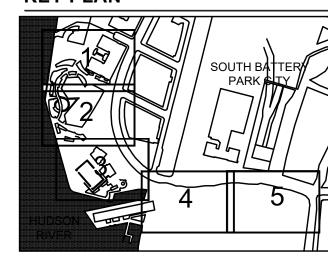
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Checked By:	A. WILKUS
Approved By:	A. LAVALLEE

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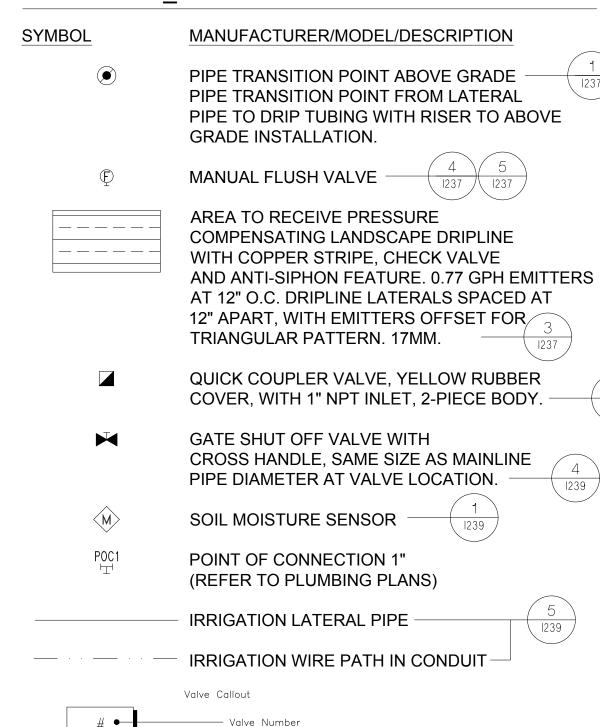
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SHEET NUMBER

SEE SPECS AND PAGE L200 FOR PACKAGE DELINEATION

IRRIGATION_SCHEDULE



- Valve Flow

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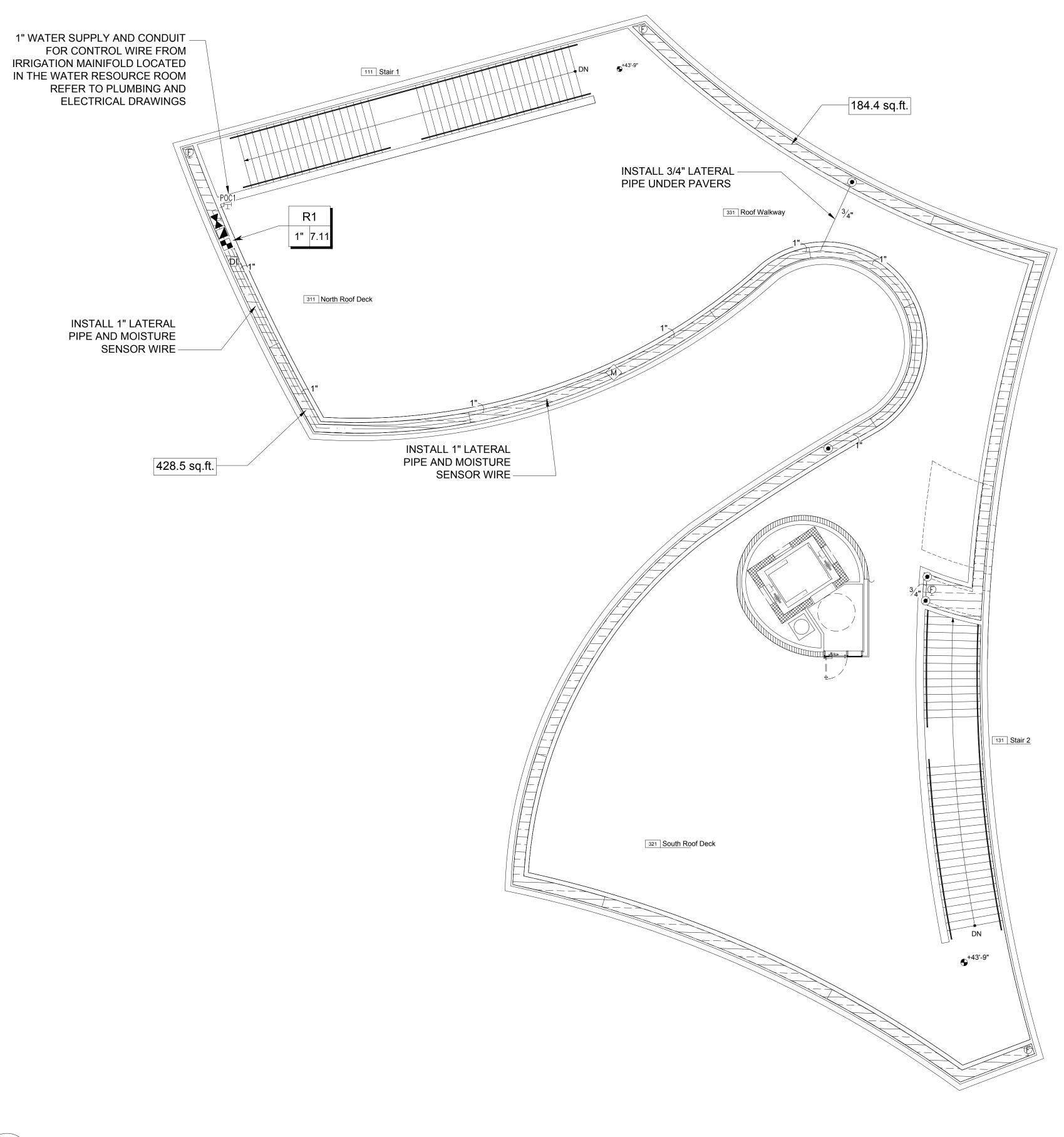
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PROJECT/TERM CONTRACT NUMBER

Contract No. 18-2586 SHEET TITLE

> PKG3 IRRIGATION PLAN -**ROOF PARAPET**

SHEET NUMBER



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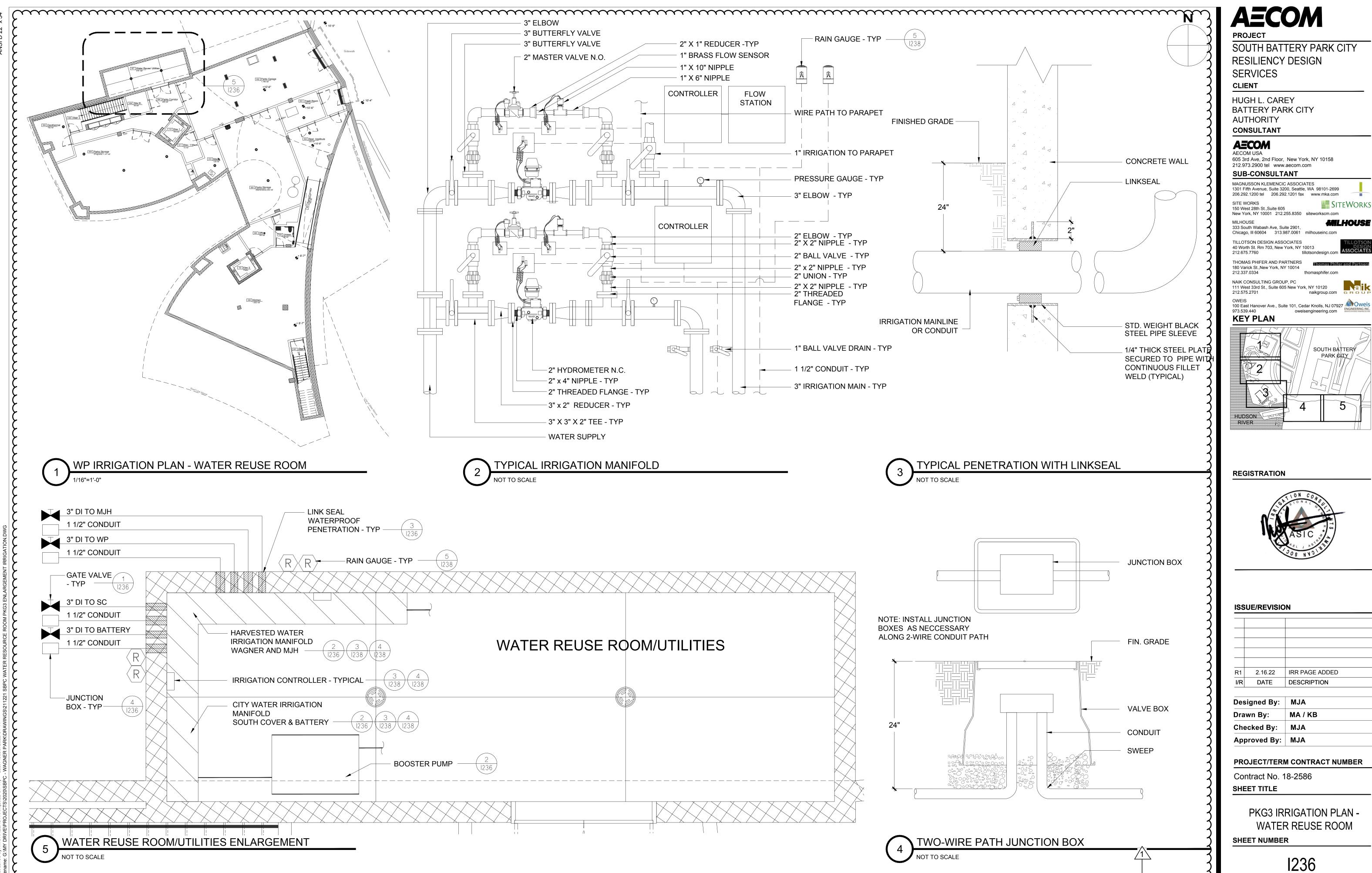
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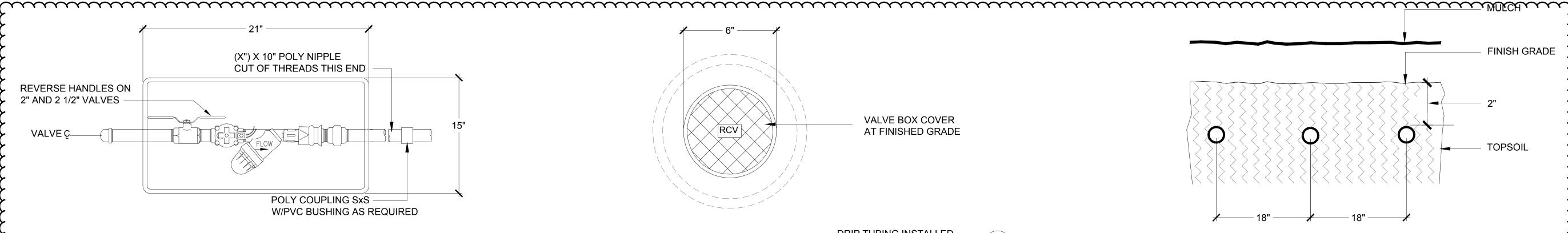
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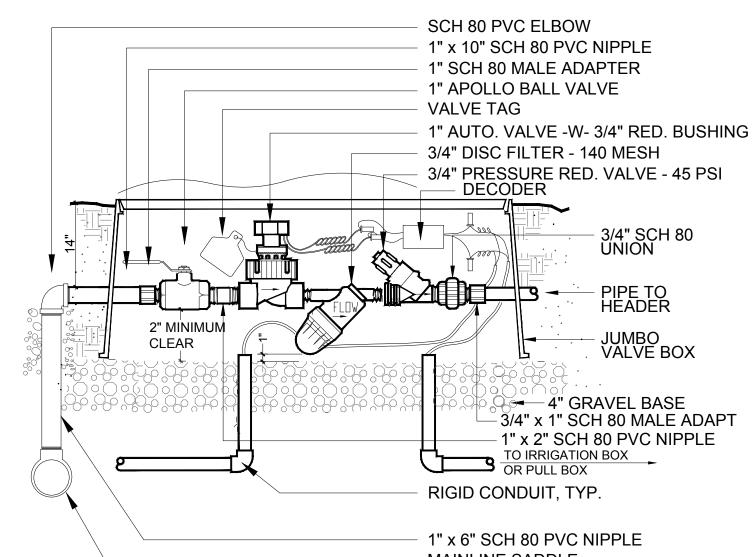
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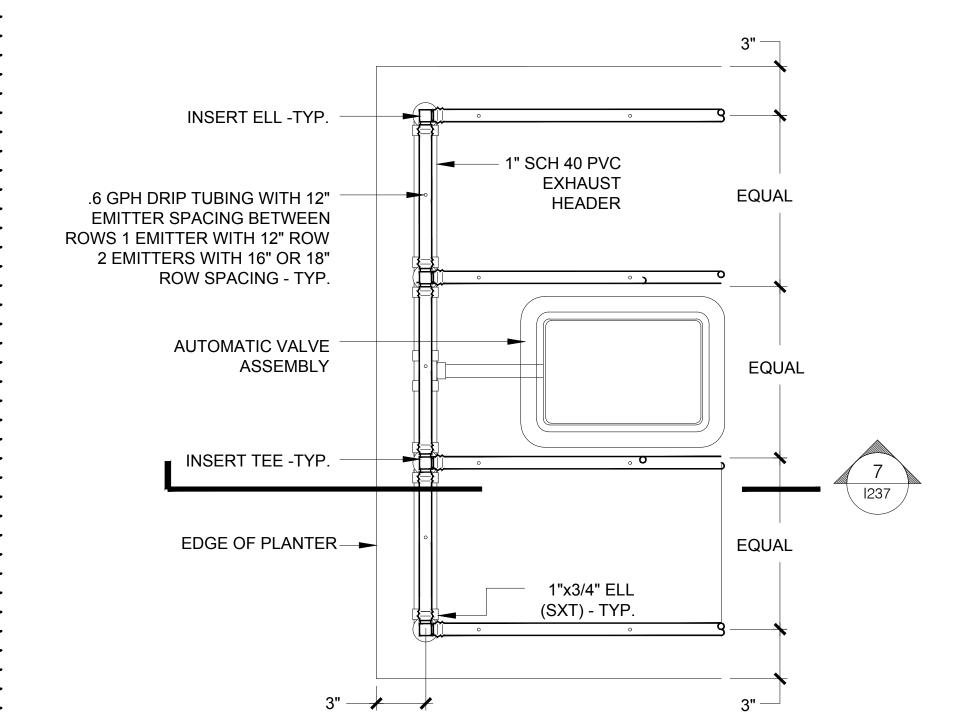
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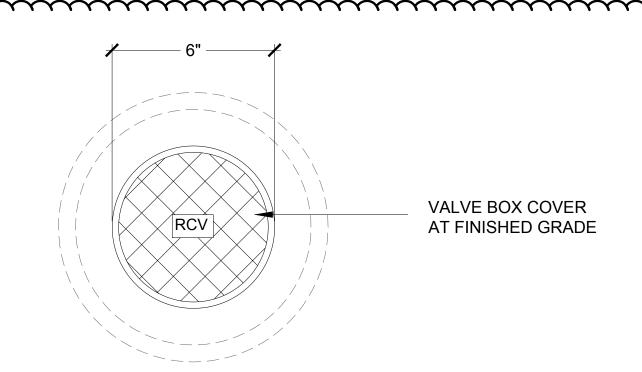


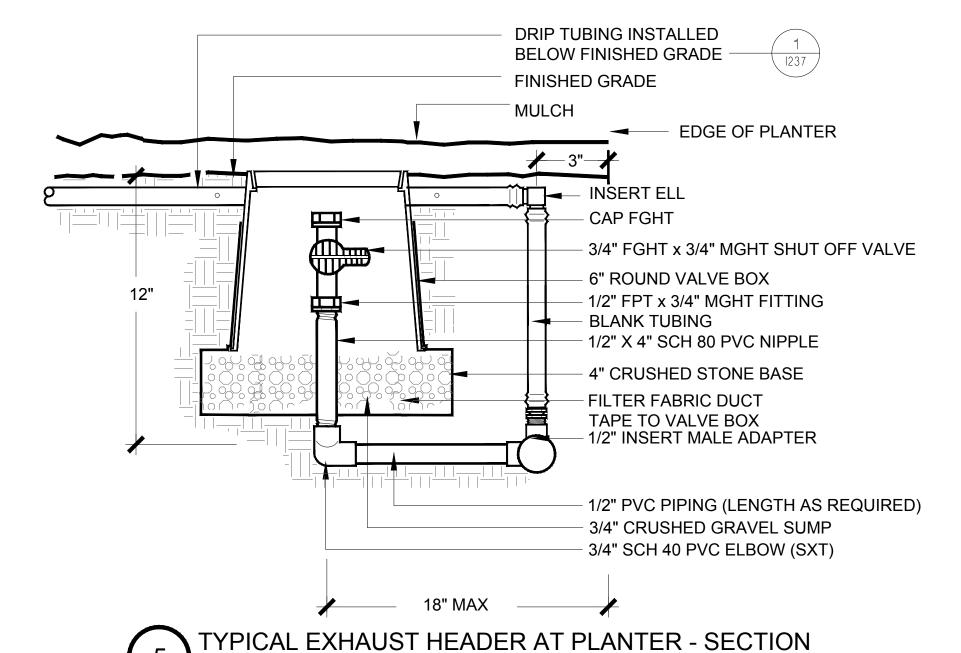




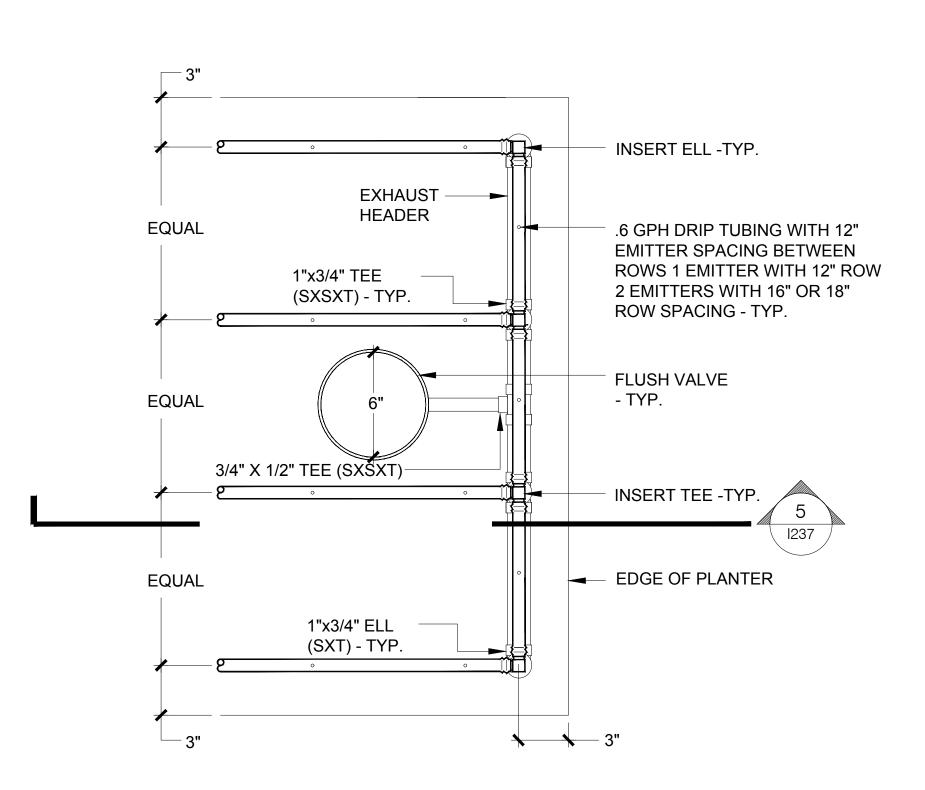


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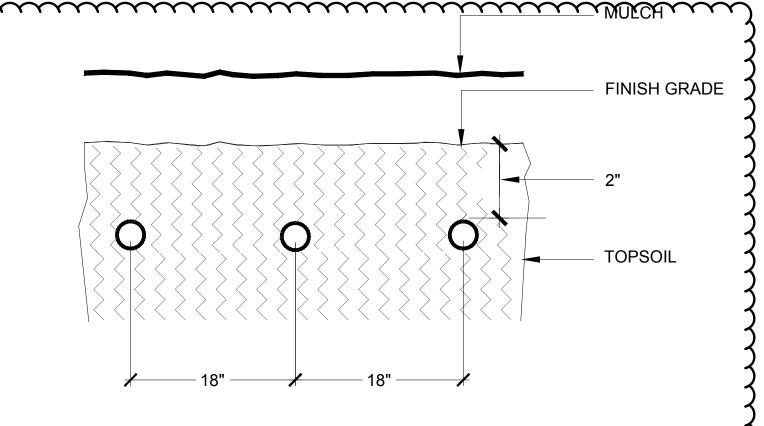




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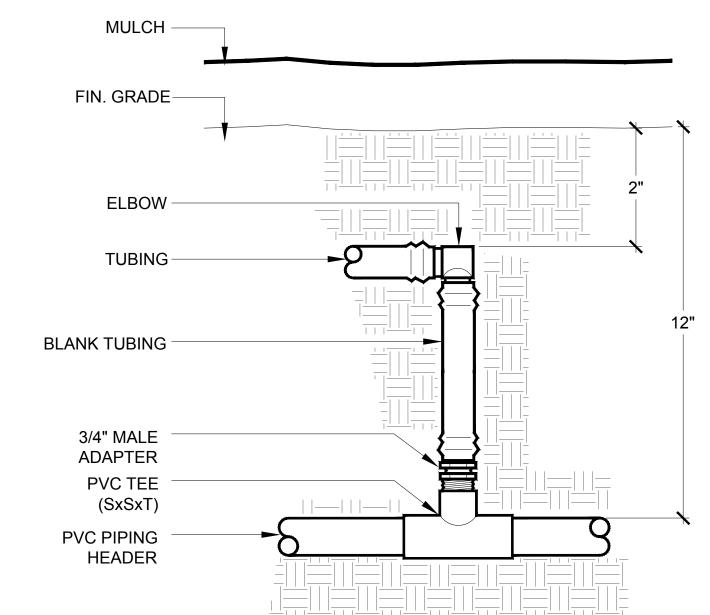


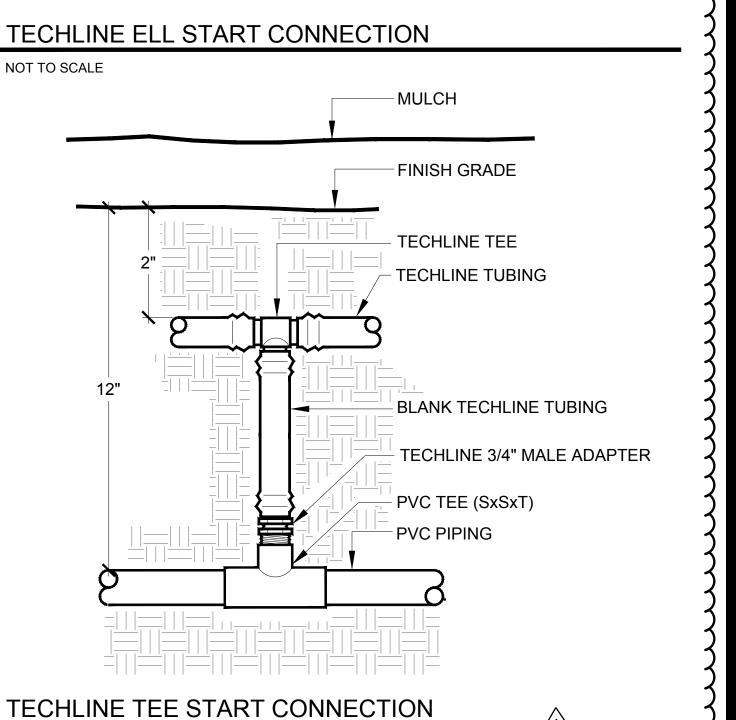




PLANTING BED SUBGRADE DRIP INSTALLATION

SECTION





PROJECT

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SERVICES CLIENT

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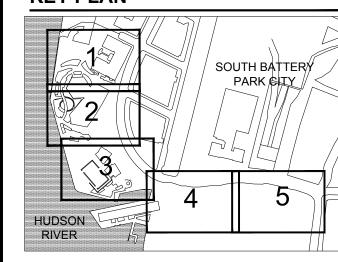
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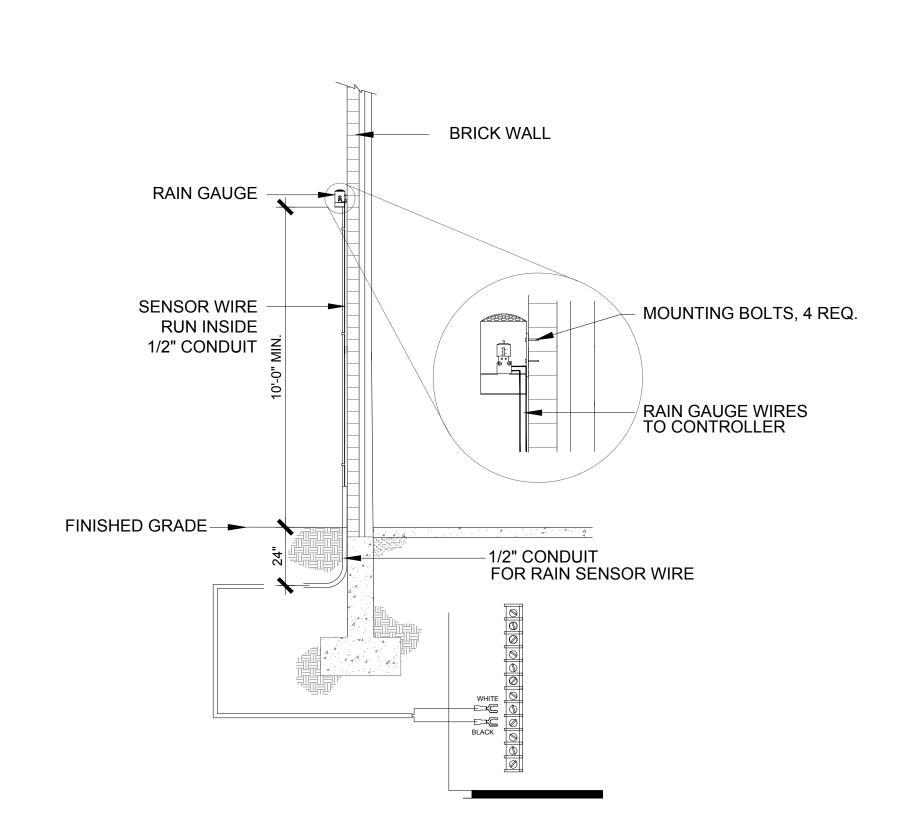
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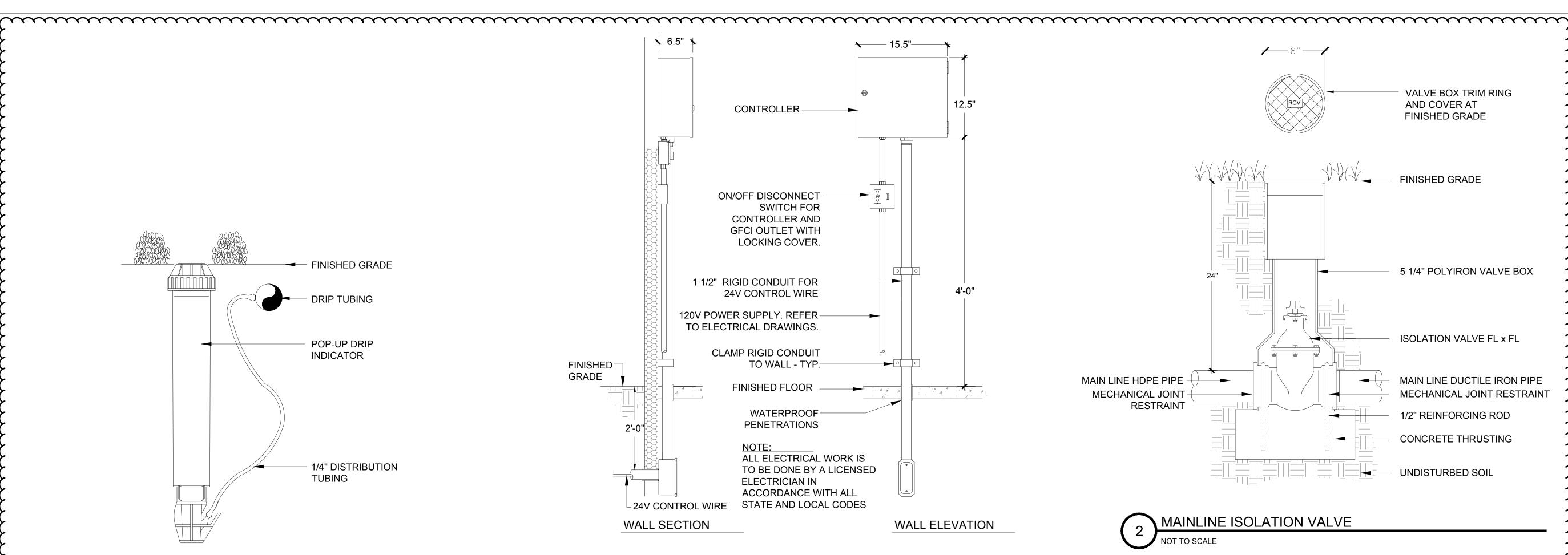
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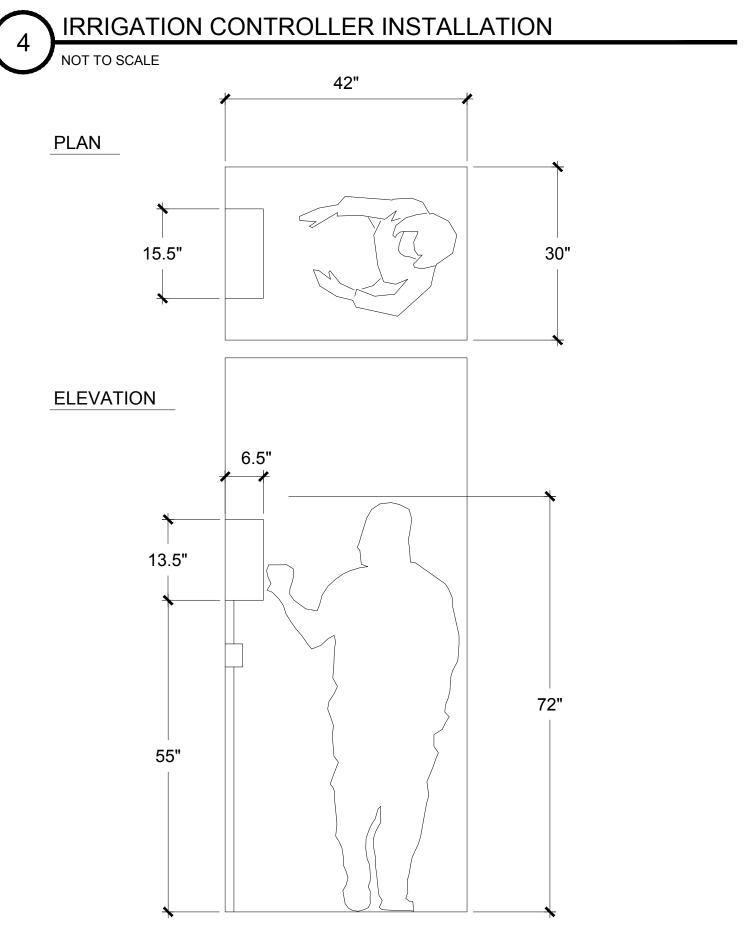
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SHEET NUMBER

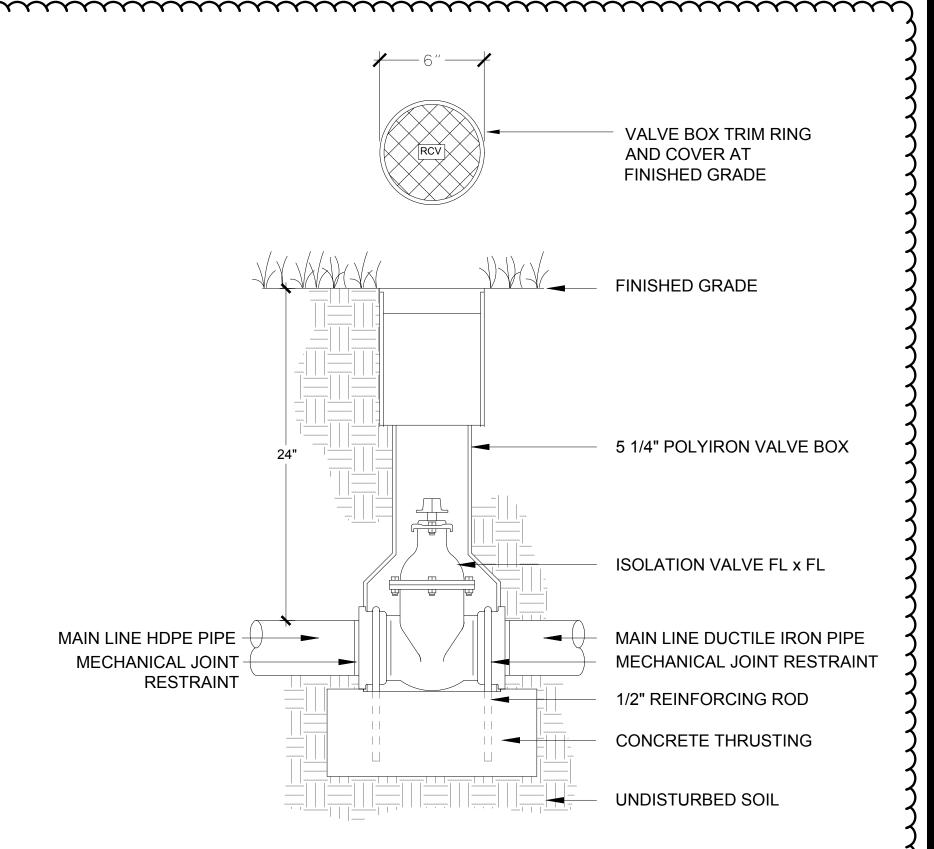
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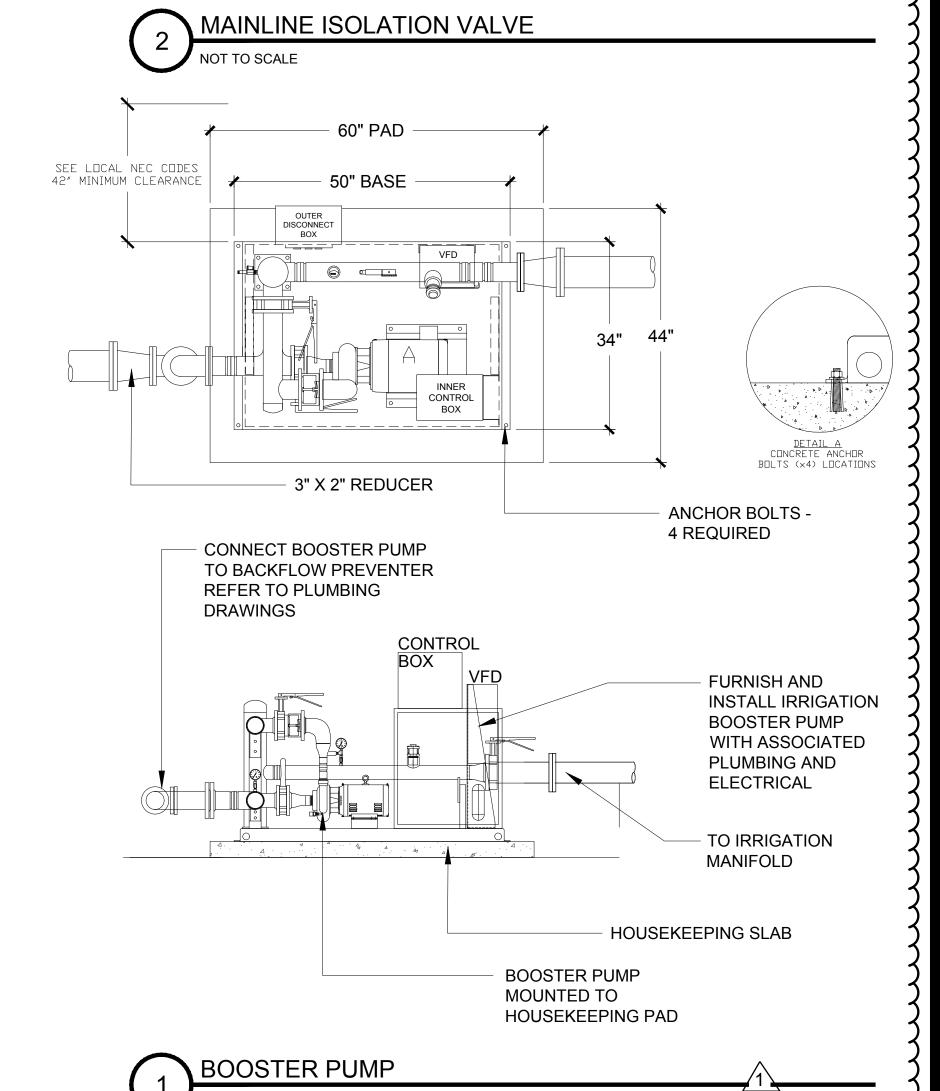






IRRIGATION CONTROLLER INSTALLATION







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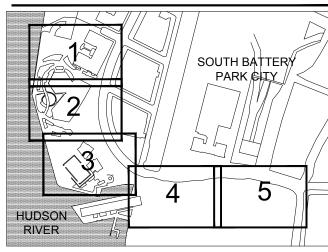
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PKG3 IRRIGATION DETAILS

SHEET NUMBER

VVAVVVVVV

BRASS GATE VALVE

NOT TO SCALE

VVWVVVV

FINISHED GRADE

NOT TO SCALE

QUICK -

SNAP-LOK RING

STABILIZER -

ELBOW

KEY

X V V MAVAL

KV V MAK

30-60°

COUPLER

24"

MAIN LINE PIPE

1. INSTALL QCV AT FINISHED

LID WITH GRAVEL

3. INSTALL BLACK COVER

2. PROVIDE 6" GRAVEL BASE FOR VALVE BOX AND FILL VALVE

BOX WITHIN 1" OF VALVE BOX

QUICK COUPLER

HOSE SWIVEL

FINISH GRADE

FILTER FABRIC

6" VALVE BOX

SWING JOINT

MAINLINE TEE

3/8" x 24" REBAR (2)

4" GRAVEL BASE

INSTALL 1" FROM COVER

QUICK COUPLER VALVE

1" x 24" PVC STABILIZER PIPE

GRADE

LAWN OR SURFACE TREATMENT 6" ROUND JUNCTION BOX FINISHED GRADE TURF - 2" TO 3" OR TOP 1/3 OF ROOT ZONE

WATER PROOF SPLICE **BURY DEPTH** bISENSOR - SET LENGTH HORIZONTALLY AND BLADE IN VERTICAL POSITION WITH WIRES LEADING OUT OF FILTER FABRIC

BOTTOM 4" GRAVEL BASE

MOISTURE SENSOR INSTALLATION

— FINISHED GRADE BACKFILL - LATERAL PIPE VALVE CONTROL WIRE IN CONDUIT

TYPICAL TRENCHING AT PARAPET

GROUNDING ROD



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PROJECT

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CLIENT

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MILHOUSE

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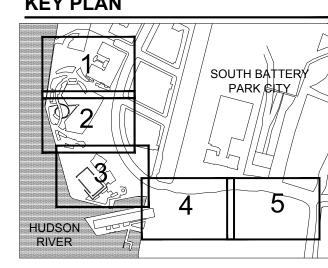
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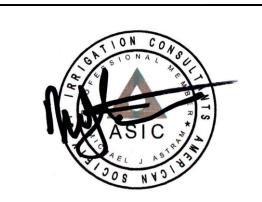
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PROJECT/TERM CONTRACT NUMBER

Contract No. 18-2586

SHEET TITLE

SHEET NUMBER

1239

PKG3 IRRIGATION DETAILS



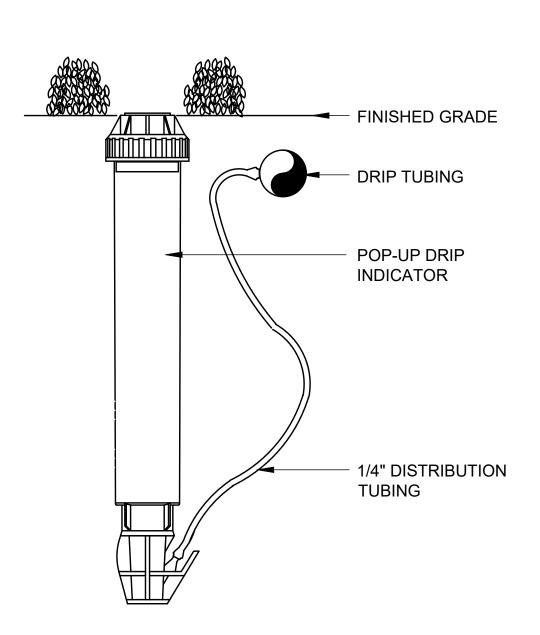
#6 WIRE TO SURGE PROTECTOR **INSTALL WITHOUT SHARP BENDS**

6" ECONO BOX

CADWELL CONNECTOR

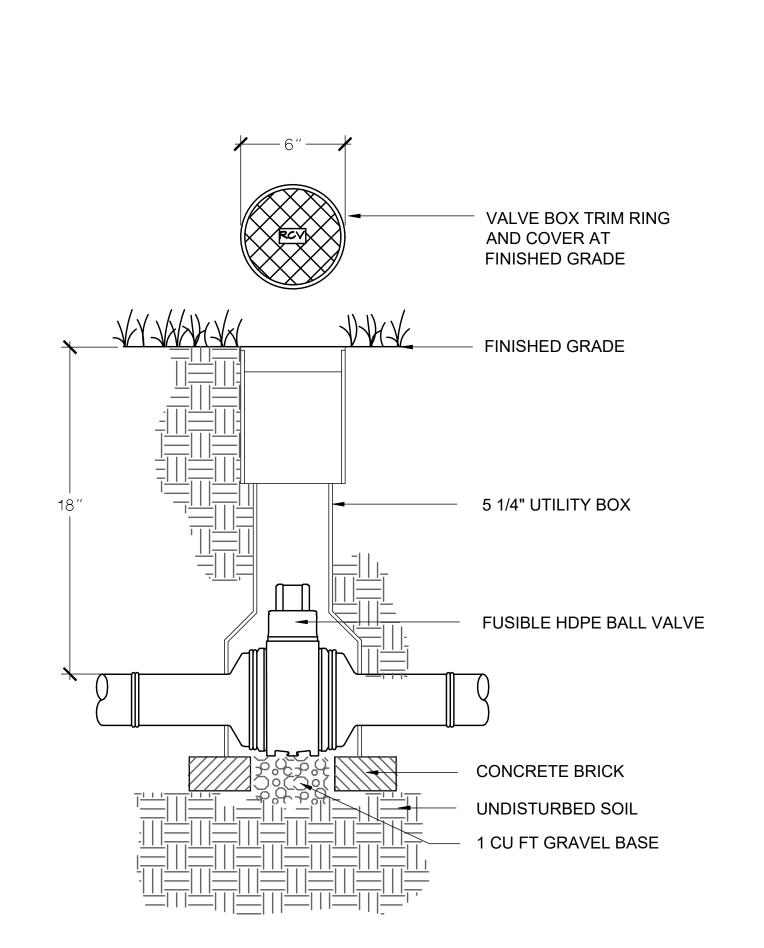
5/8" DIA GROUND ROD INSTALL

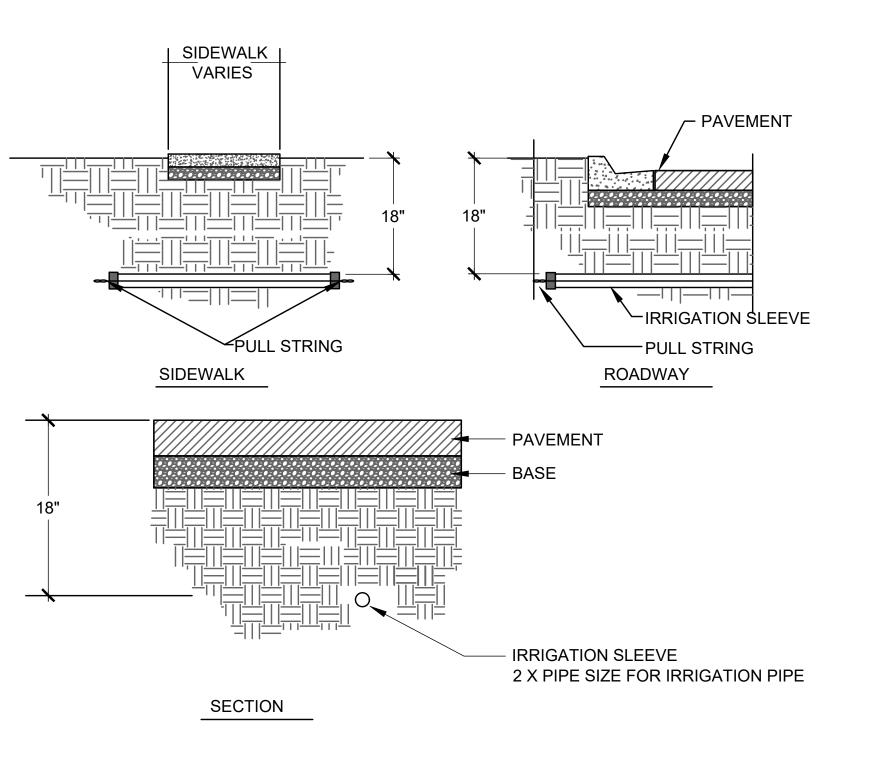
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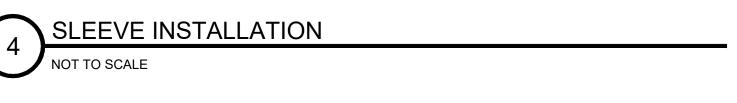


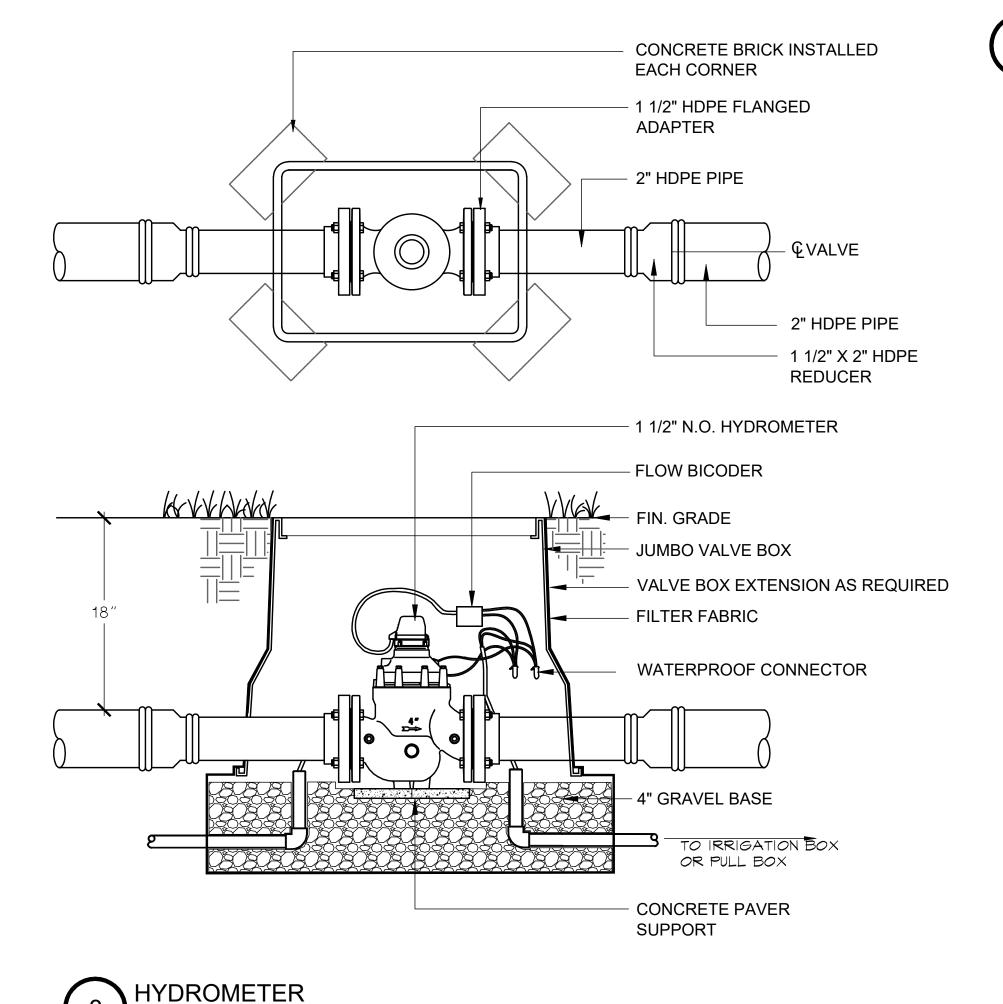
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MAINLINE ISOLATION VALVE

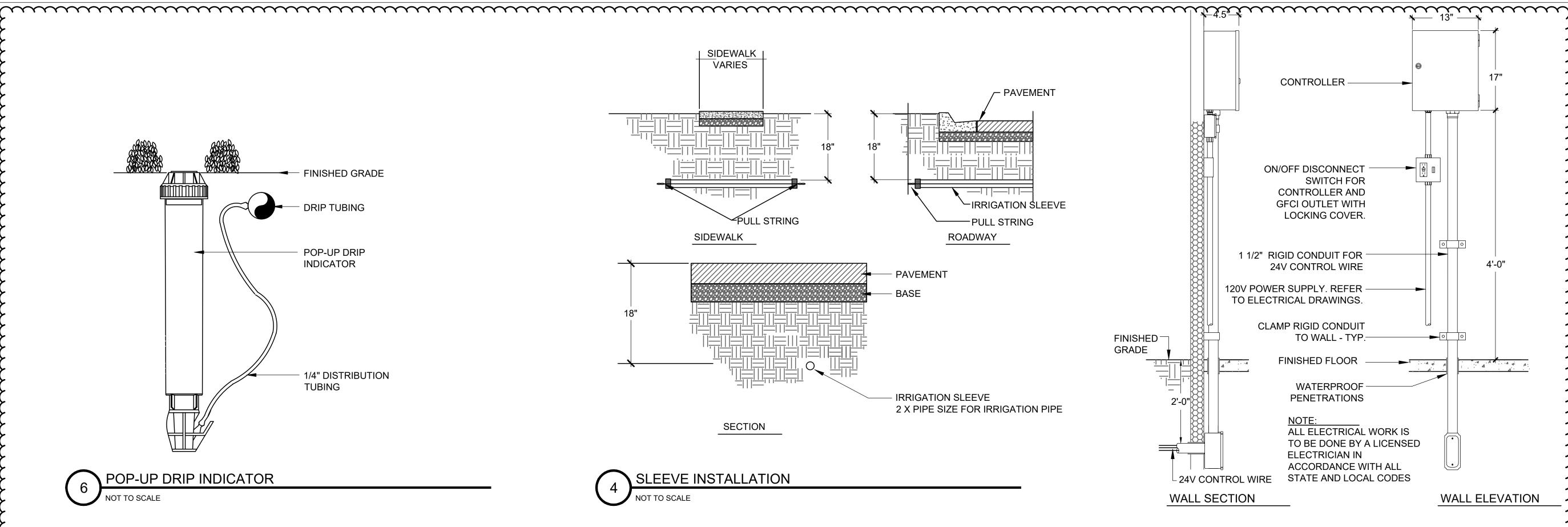


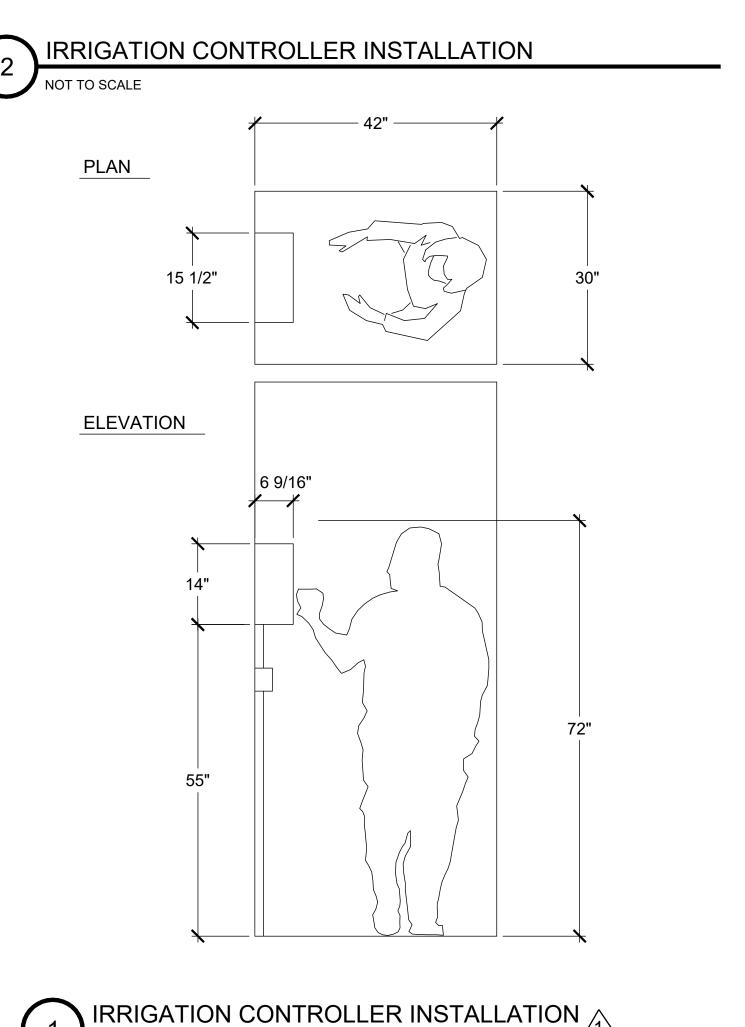






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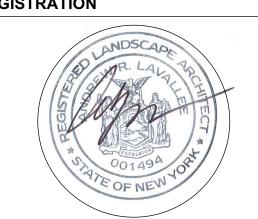
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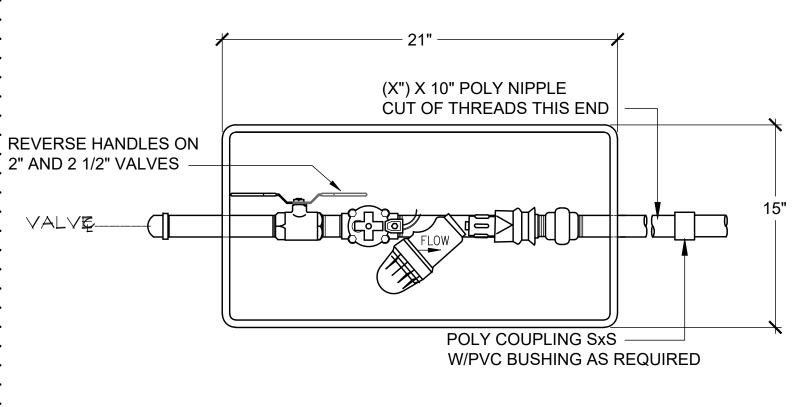
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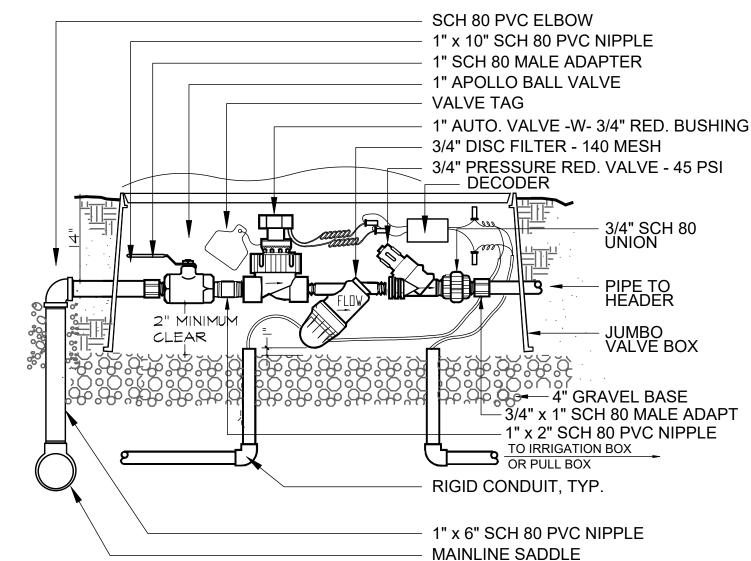
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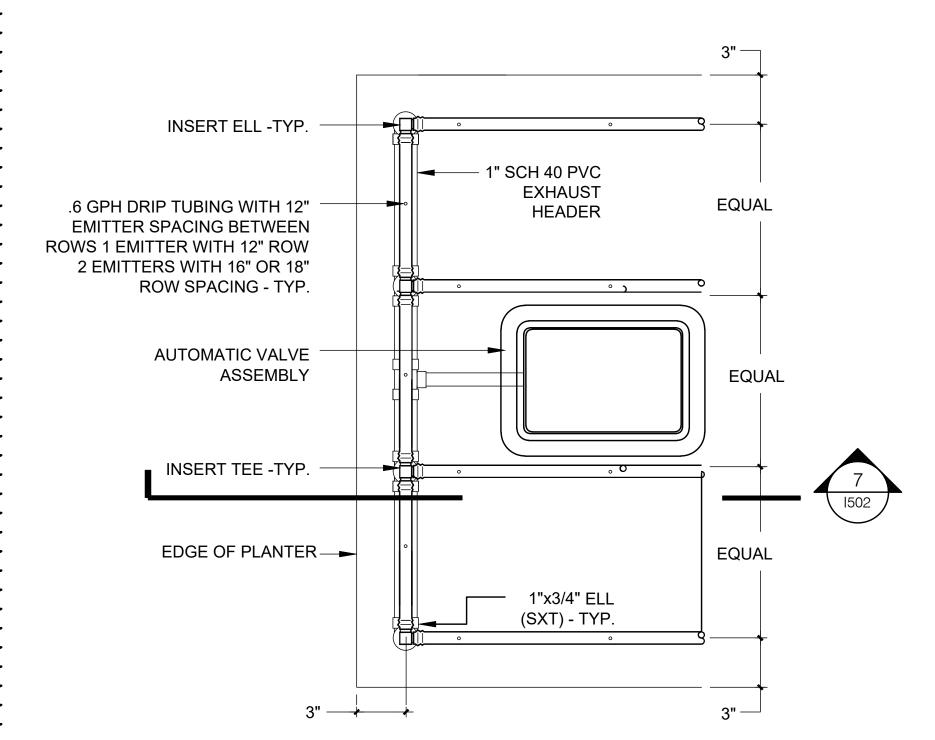
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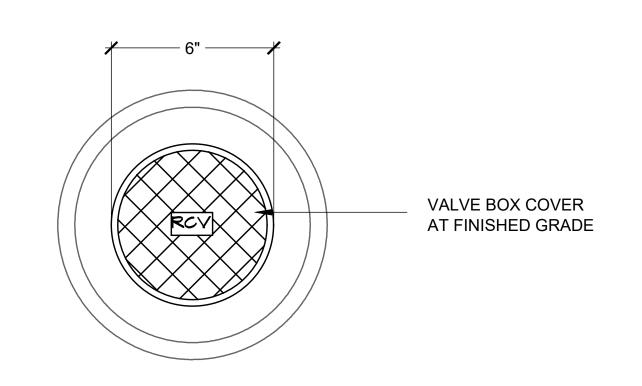


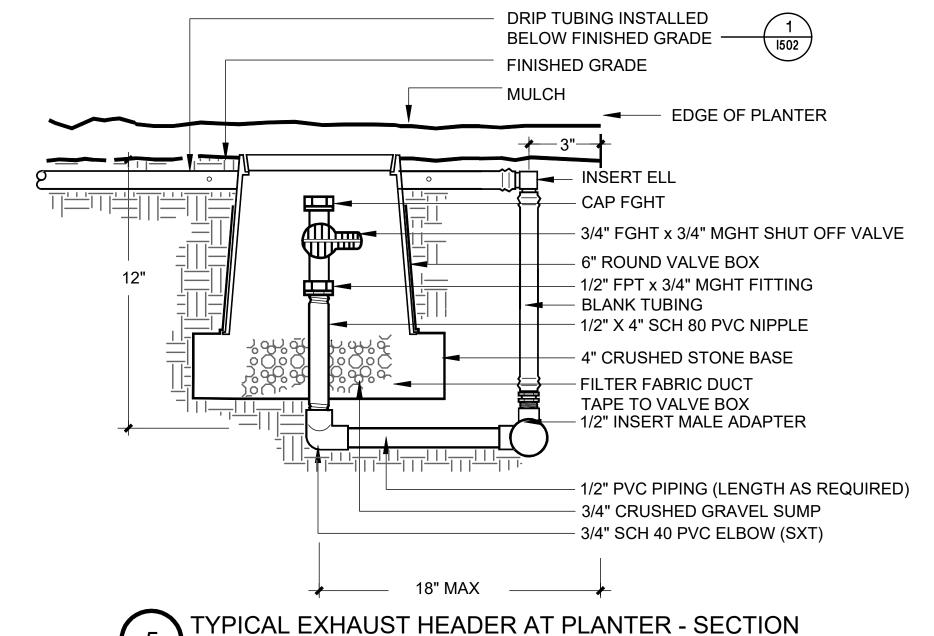


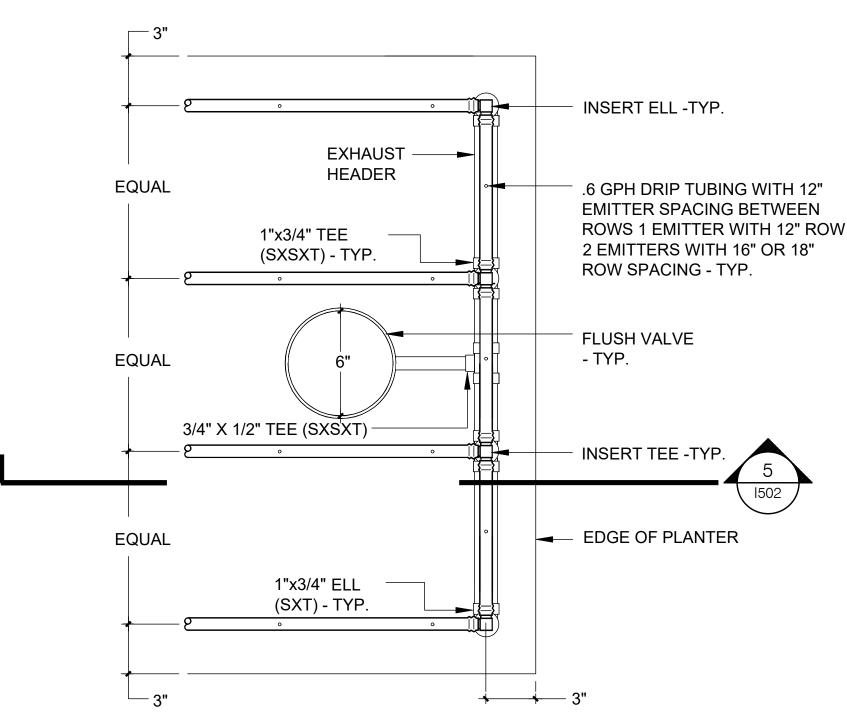


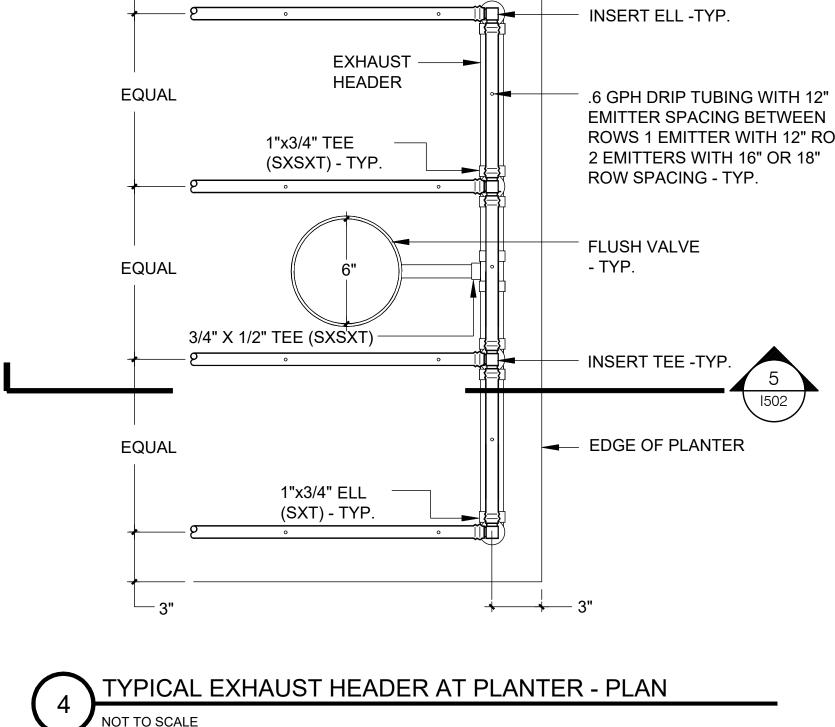


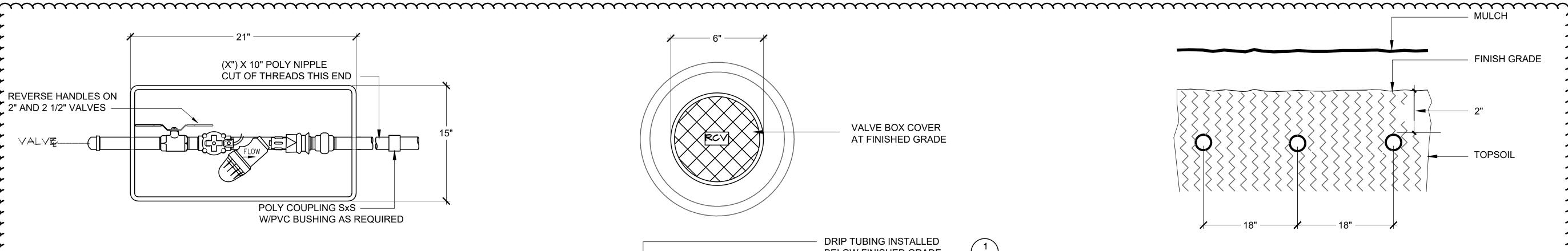
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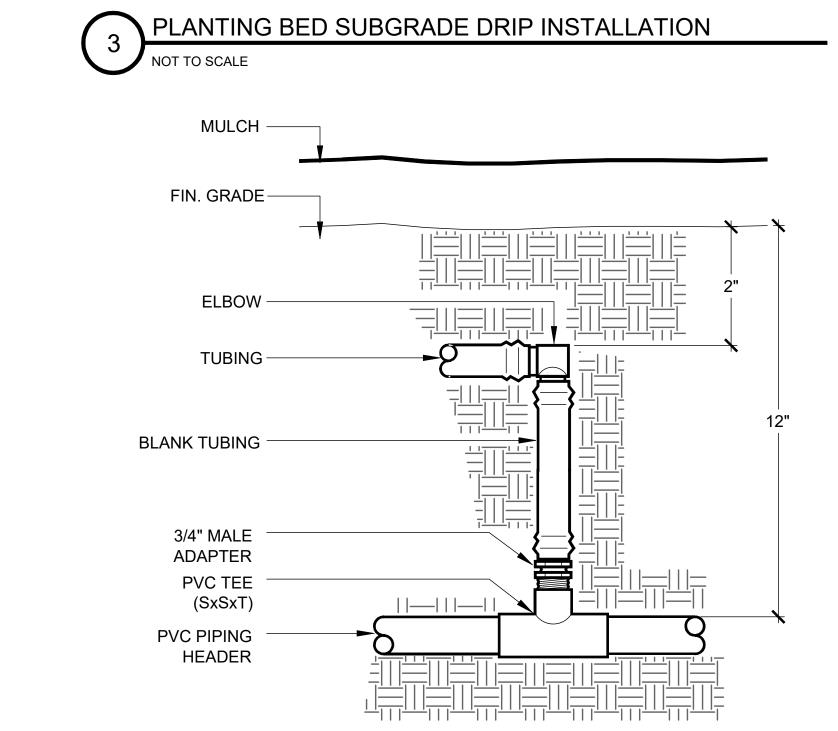


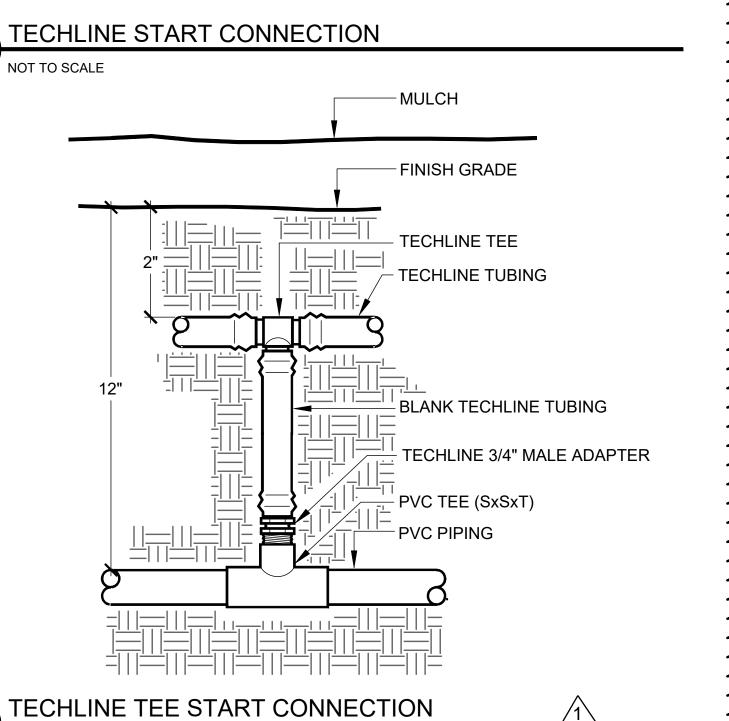












SOUTH BATTERY PARK CITY RESILIENCY DESIGN

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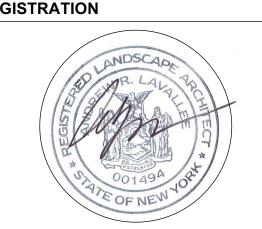
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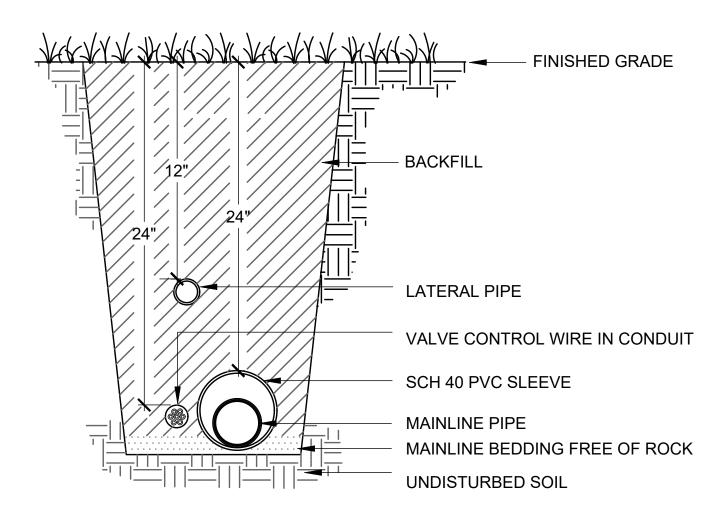
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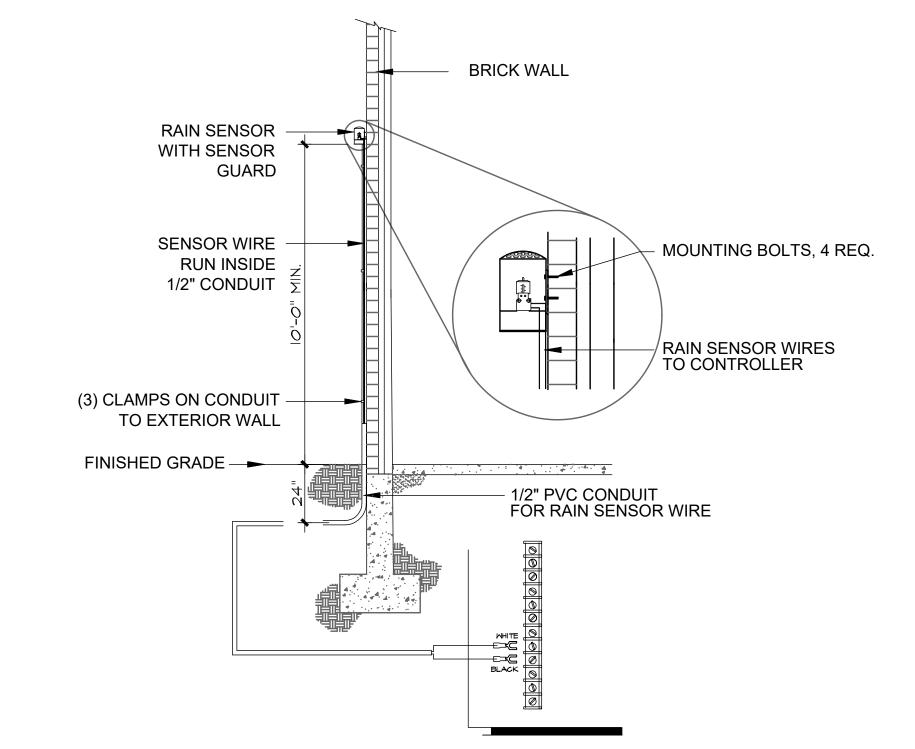
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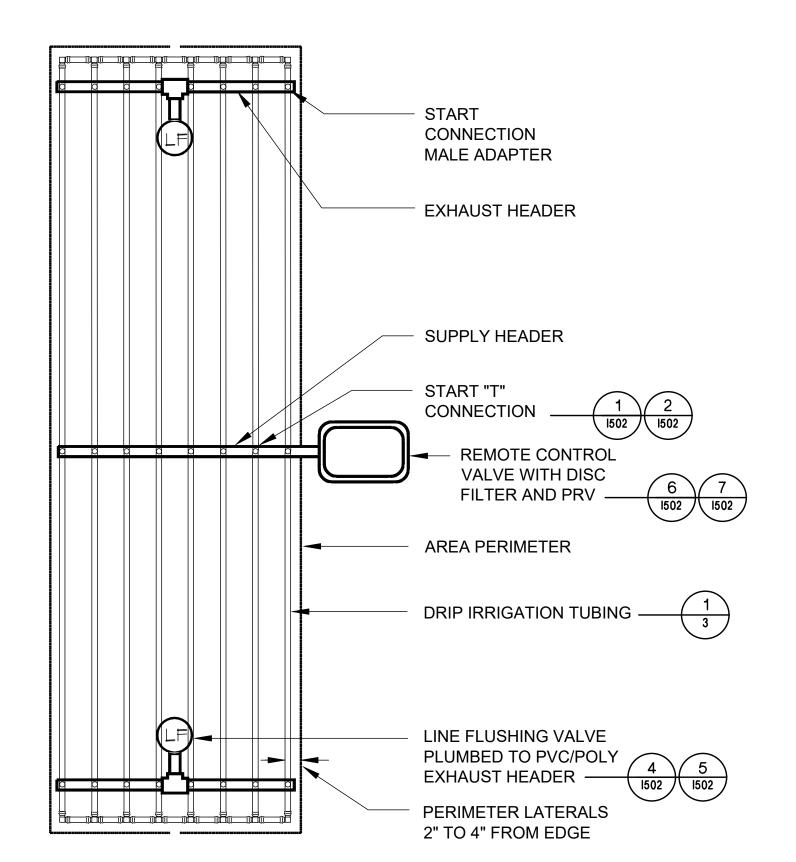




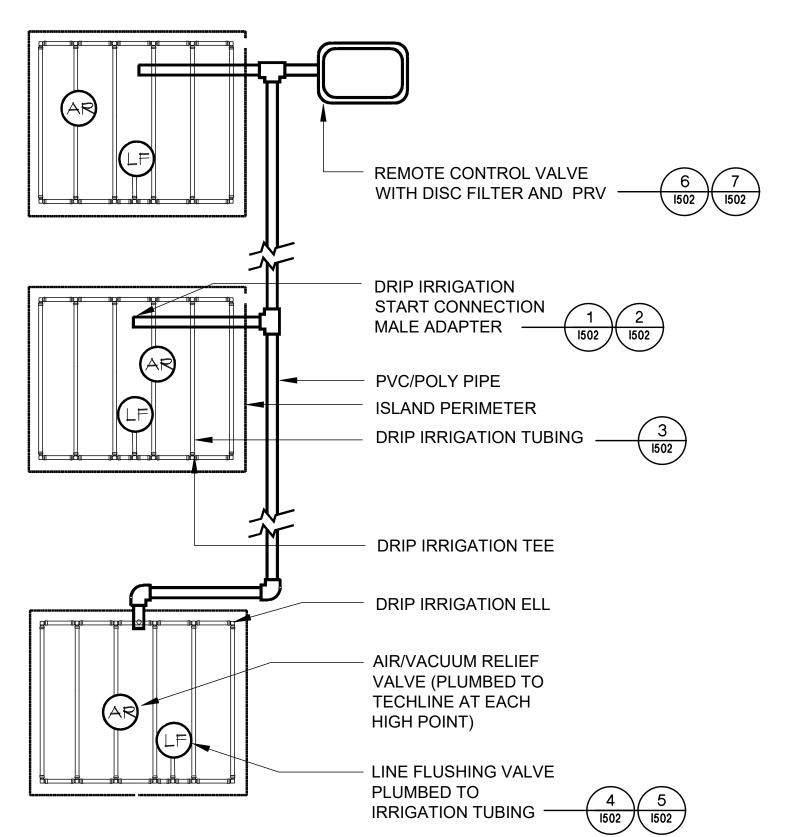
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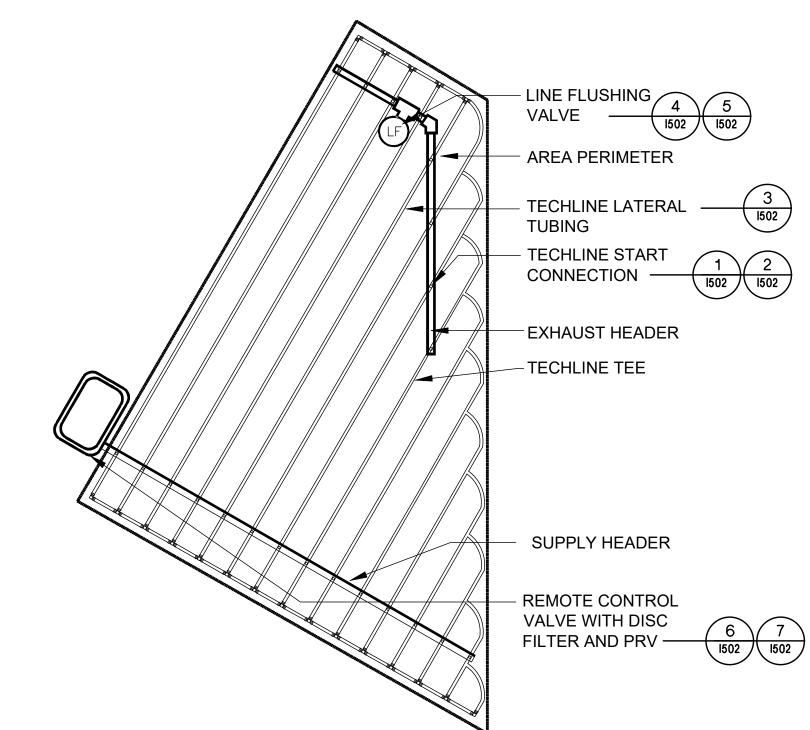
TYPICAL TRENCHING AT PAVEMENT NOT TO SCALE











IRREGULAR DRIP AREAS - TRIANGULAR NOT TO SCALE

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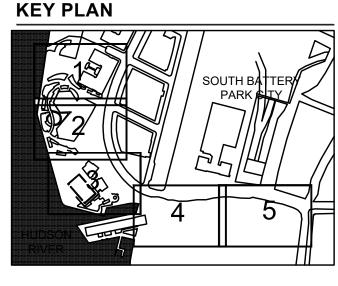
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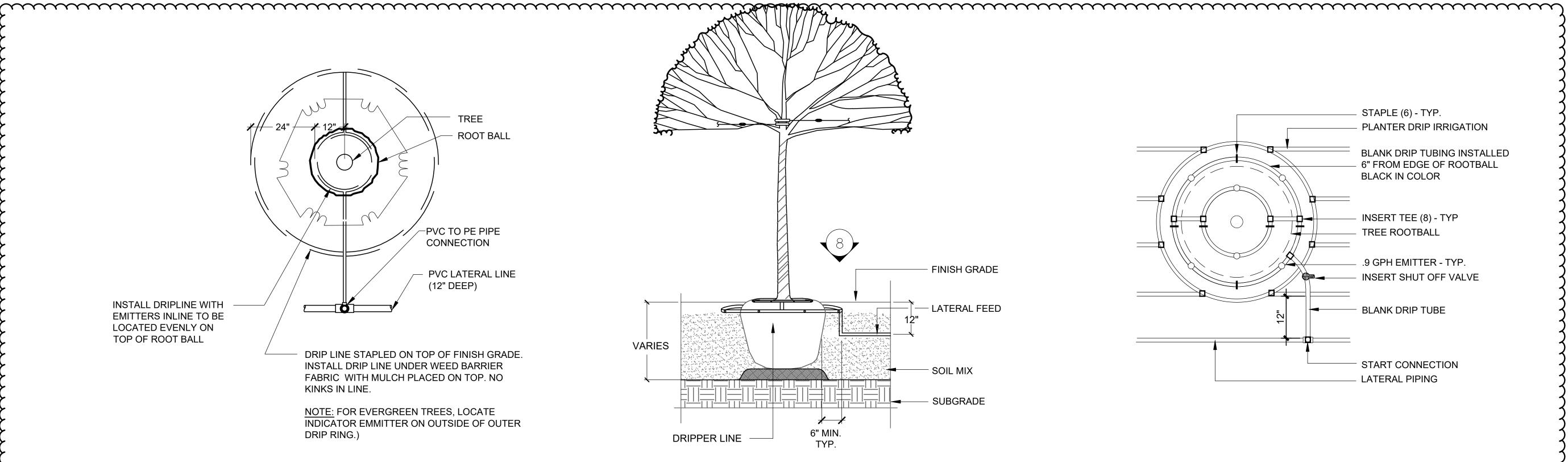
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TYPICAL TREE IRRIGATION IN LAWN - PLAN

NOT TO SCALE

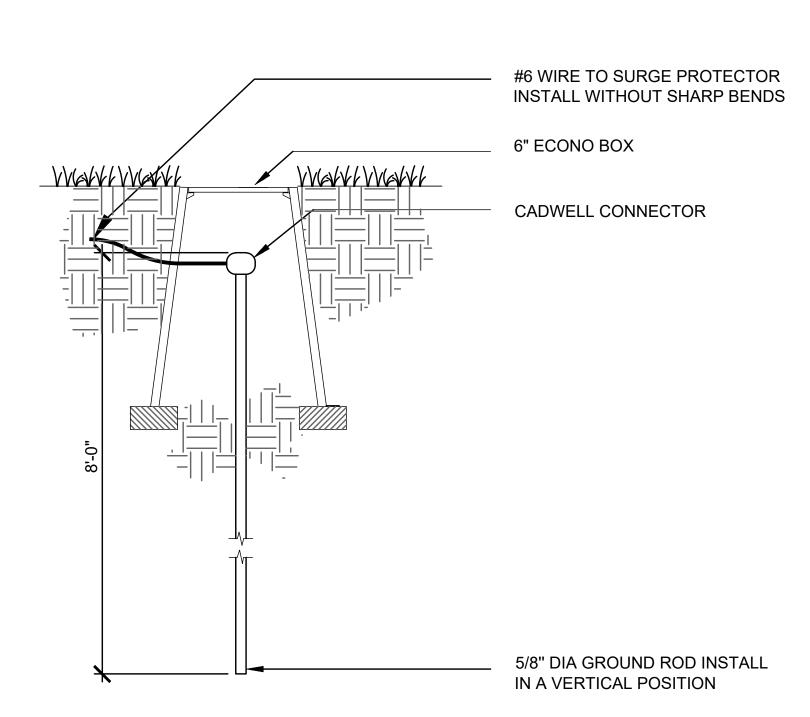
GROUNDING ROD

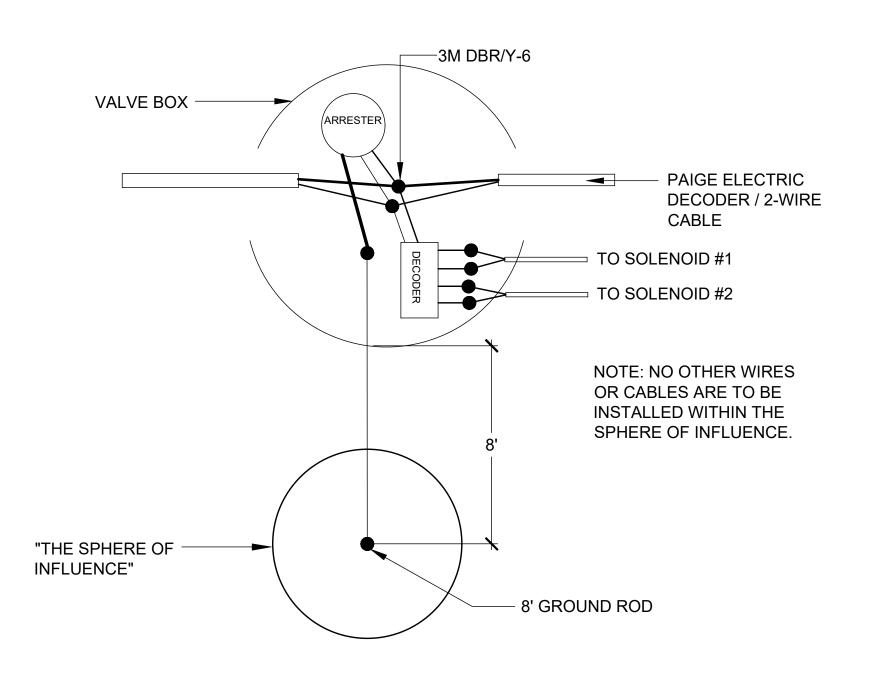


STAPLE (6) - TYP. PLANTER DRIP IRRIGATION BLANK DRIP TUBING INSTALLED 6" FROM EDGE OF ROOTBALL **BLACK IN COLOR** INSERT TEE (8) - TYP TREE ROOTBALL .9 GPH EMITTER - TYP. **INSERT SHUT OFF VALVE BLANK DRIP TUBE** START CONNECTION LATERAL PIPING

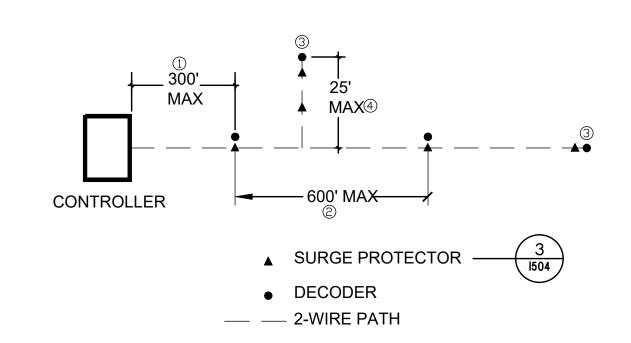
DRIP IRRIGATION AT TREE

TREE DRIP AT PLANT BED NOT TO SCALE





DECODER PROTECTED BY SURGE ARRESTOR



- ① INSTALL FIRST SP-100 300' MAX FROM CONTROLLER ALONG EACH TWO WIRE PATH
- ② INSTALL ADDITIONAL SP-100's 600' MAX ALONG TWO WIRE PATH
- ③ INSTALL A SP-100 AT END OF EACH TWO WIRE RUN
- ④ IF LATERAL BRANCH IS LESS THAN 25' AN SP-100 IS NOT REQUIRED.

NOT TO SCALE

TWO-WIRE SURGE PROTECTION LOCATIONS - TYPICAL



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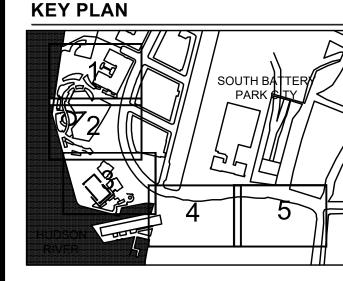
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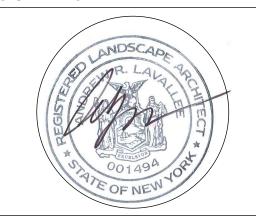
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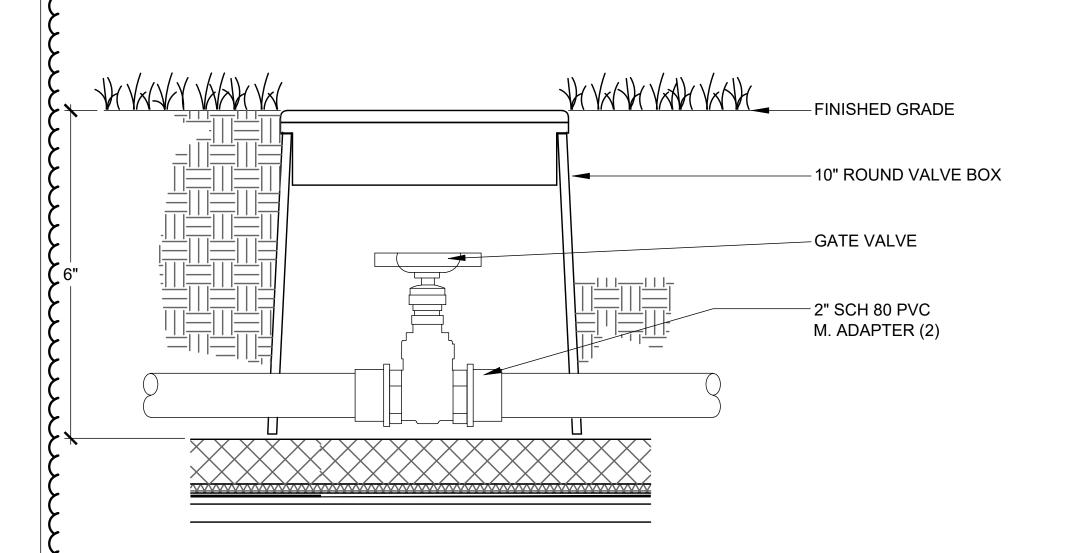
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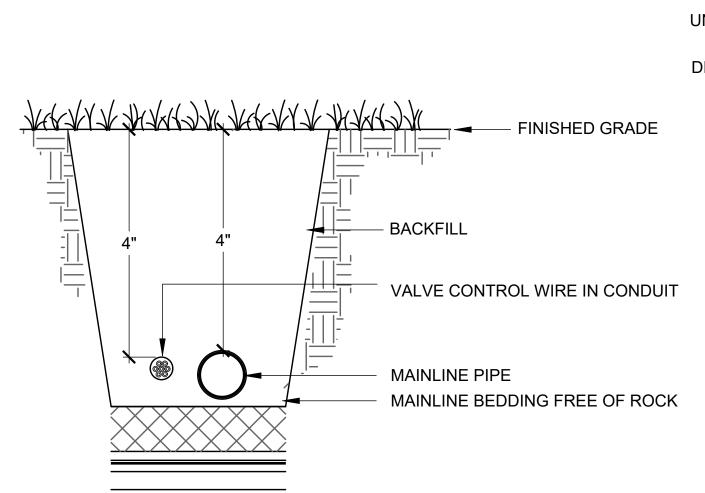
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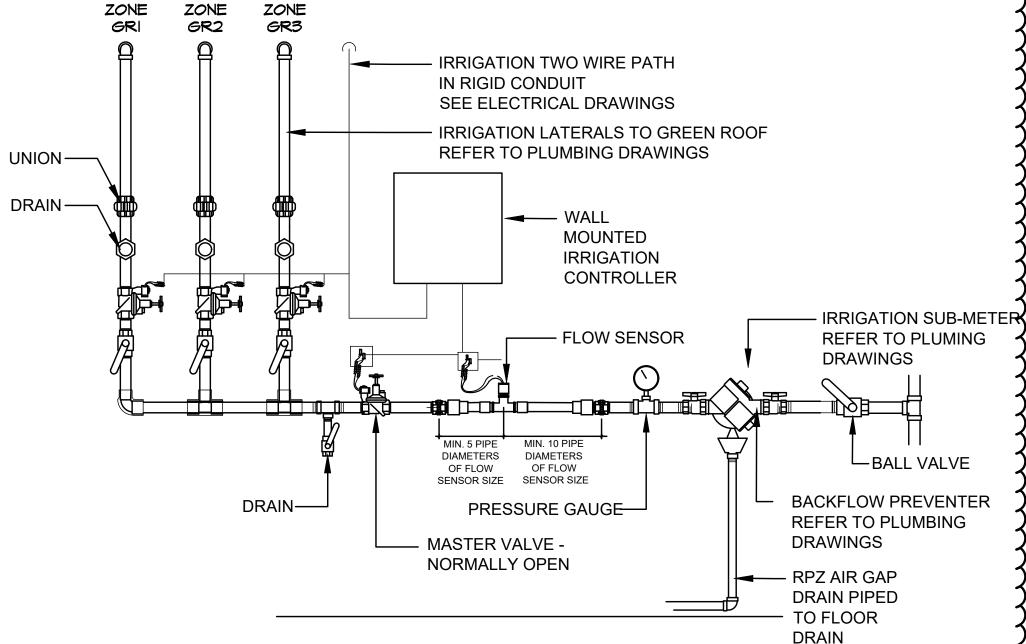
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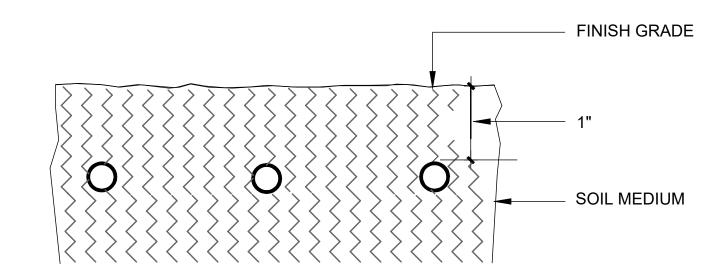




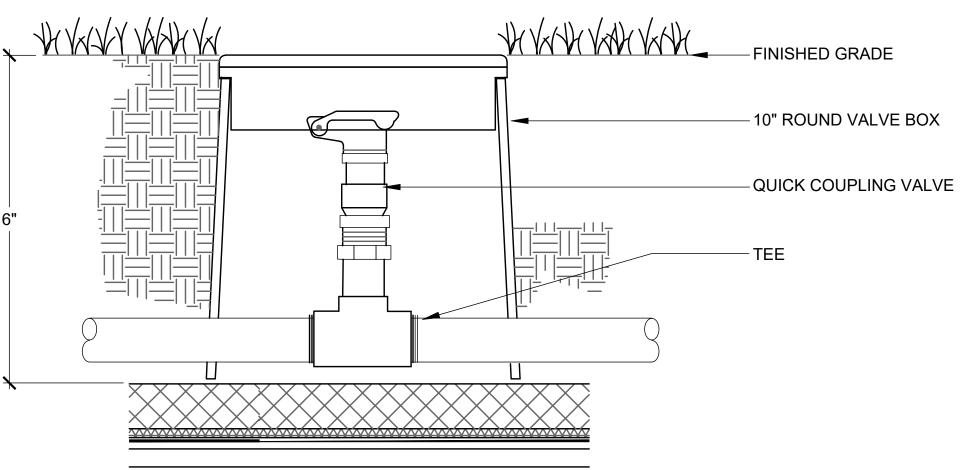


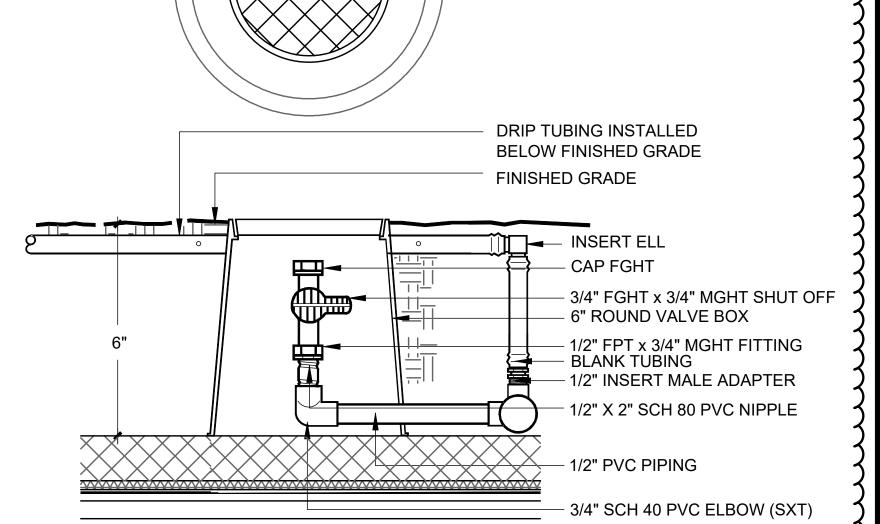






GREEN ROOF SUBGRADE DRIP INSTALLATION





QUICK COUPLER VALVE - GREEN ROOF

NOT TO SCALE

2 FLUSH VALVE ASSEMBLY - GREEN ROOF

NOT TO SCALE

VALVE BOX COVER

AT FINISHED GRADE

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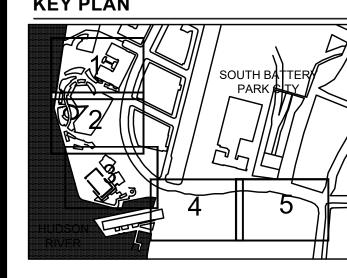
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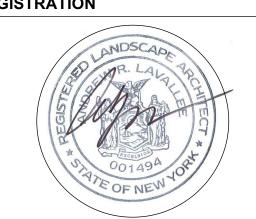
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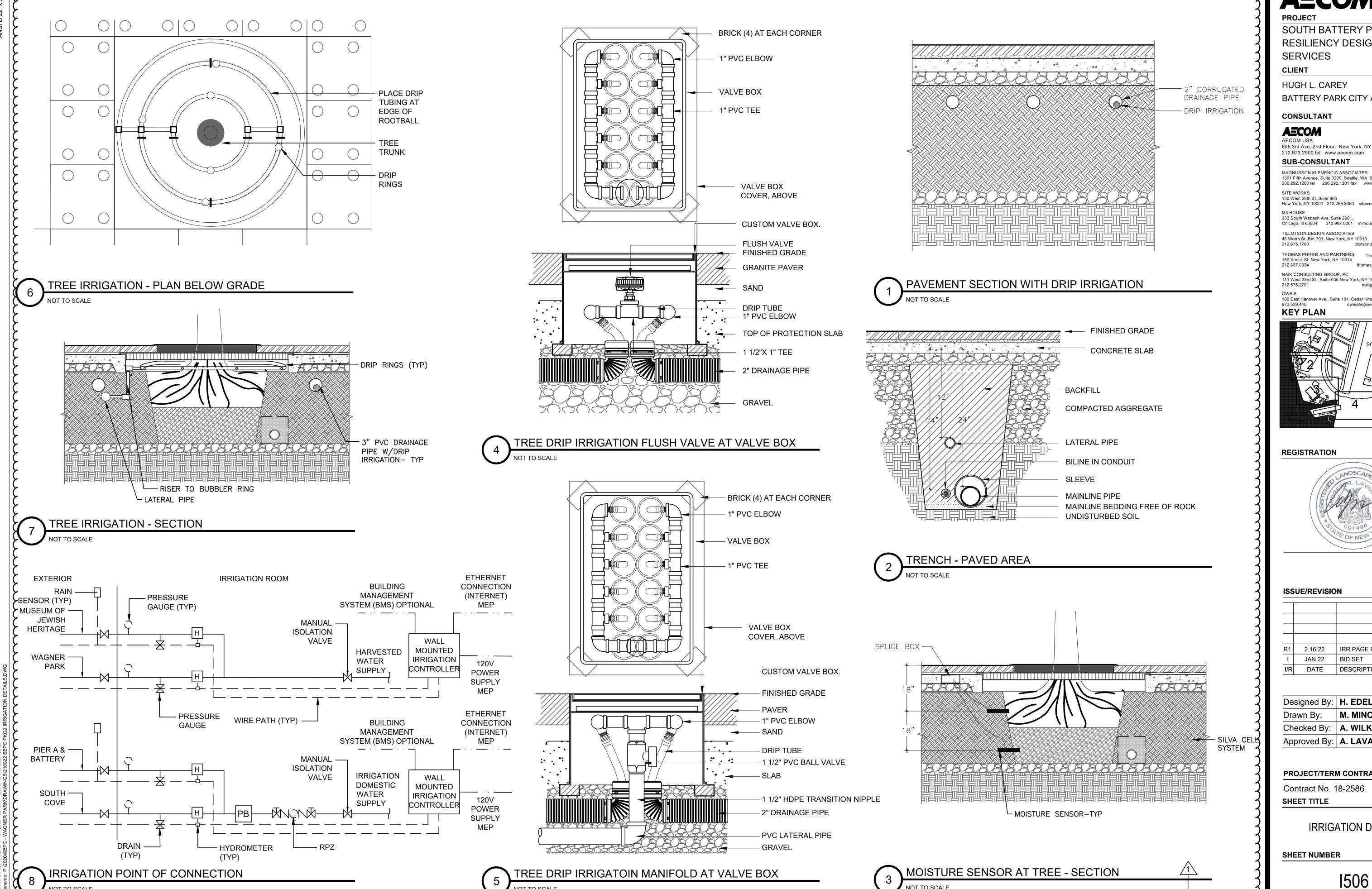
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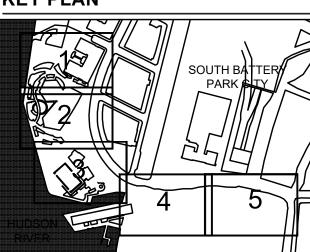
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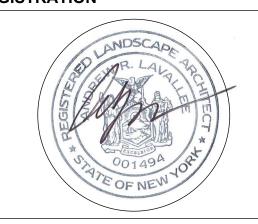
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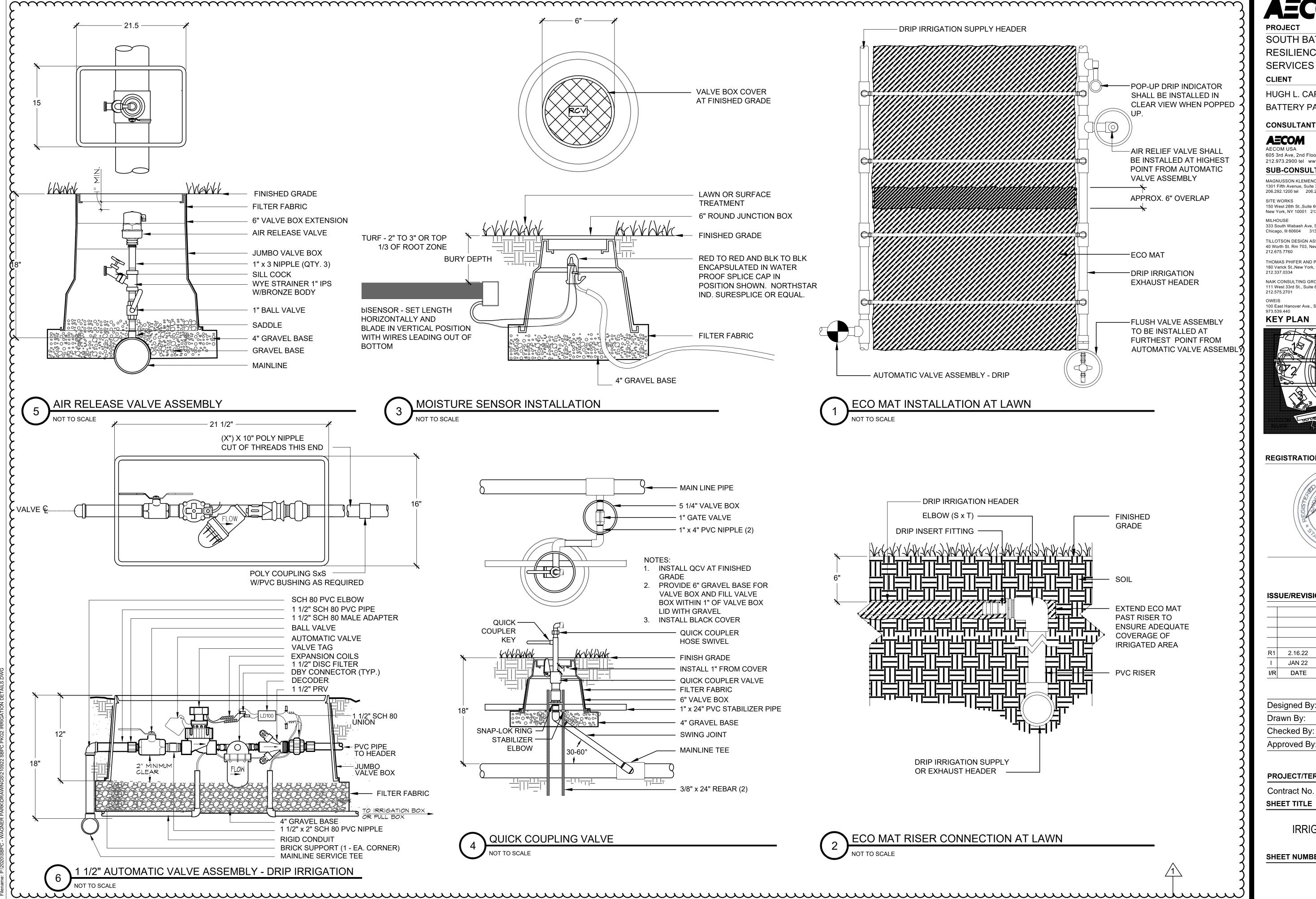
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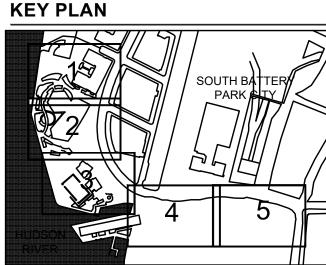
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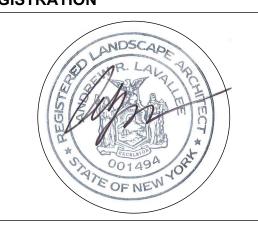
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ATTACHMENT #2 SPECIFICATION #011000 – SUMMARY OF WORK Revised Compared to Exhibit B-1 of RFP

(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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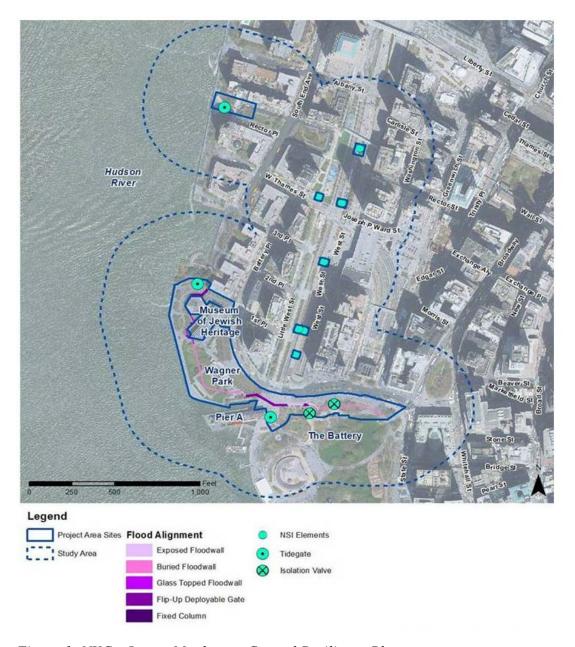


Figure 1: NYC - Lower Manhattan Coastal Resiliency Plans

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.)

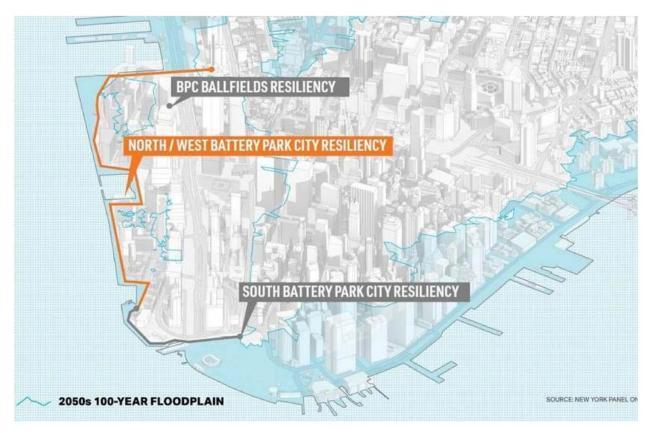


Figure 2: BPCA Resiliency Projects Overview

Purpose and Project Overview

The South Battery Park City Resiliency Project (the "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 3 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").

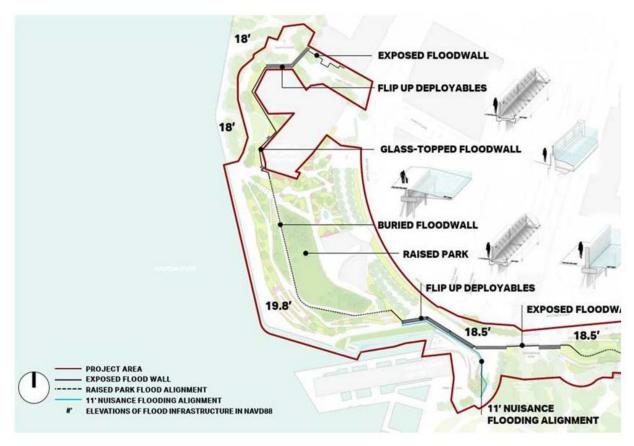


Figure 3: South Battery Park City Resiliency Project Flood Alignment

South BPC Resiliency Project Bid Packages

As set forth in the RFP, 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." The SBPCR Project will be divided into multiple bid packages.

Package 3: Pavilion Scope of Work:

This Project encompasses Package 3: Pavilion Building ("Package 3"). Package 3 shall be bid as a single lump-sum prime contract. The Package 3 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 Construction Documents. Proposers should refer to every part of the Construction Documents for the total work included, since the Contractor is responsible for every part of the Construction Documents whether or not it is included in the following limited summary.

Package 3 includes demolition of the existing Wagner Park Pavilion and surrounding area as well as reconstruction of a new Pavilion in Wagner Park. Package 3 will also include construction of utilities, retaining walls, and other site components as described in more detail in the Pavilion Project Drawings and Specifications. The new Pavilion will be a two (2)-story structure with a publicly accessible roof and mezzanine. Under the SBPCR Project, the grade of Wagner Park will be raised significantly and retaining walls along Battery Park Place will be necessary. Package 3 includes construction of these retaining walls and associated improvements in addition to the construction of the new Pavilion.

The new Pavilion will provide public amenities such as a community room, public restrooms and rooftop deck for viewing New York Harbor. The Pavilion will also provide storage space for BPCA parks maintenance and programming as well as a small restaurant. The community room, restaurant, and public restrooms will be located at the park level. The storage, kitchen and the restaurant are located below the grade of the park. The building is intended to achieve third-party ILFI Zero Carbon Certification. Both operational carbon and embedded carbon will be minimized or offset, and the building envelope is calibrated for maximum energy efficiency.

The Services include, but are not limited to, the following elements:

- a. Mobilization and establishment of site perimeter fencing and maintenance and protection of traffic items;
- b. Establishment of erosion and sediment control, and Project site preparation;
- c. Provision of temporary facilities and controls including site security;
- d. Demolition of the existing Wagner Park pavilion, utilities, and surrounding area. Demolition work includes salvaging various components for reuse in the construction of the adjacent Package 2: Wagner Park Site Work;
- e. Foundations for the Pavilion and retaining walls;
- f. Site grading as shown on the drawings;
- g. All reinforced concrete work and insulation associated with the Pavilion Project, including construction of the exposed cast-in-place architectural concrete superstructure and retaining walls, structural cast-in-place concrete, and precast concrete elements;
- h. All incoming sanitary, water, gas, electric and communication services from Battery Place;
- i. All foundation drainage and waterproofing;
- j. Domestic water and fire protection water service for as shown on the Contract Drawings. Cap and coordinate location with the contractor selected for the SBPCR Wagner Park Pavilion Construction Project (the "Package 2 Contractor");
- k. Irrigation water pipes and control conduit for Wagner Park site distribution as shown on the Contract Drawings. Coordinate locations with the Package 2 Contractor;

- 1. Water Reuse system and commissioning as shown on the Contract Drawings. Coordinate work with Package 2: Wagner Park Site Contractor;
- m. Conduits for Wagner Park Site, power, communication, and lighting as shown on the Contract Drawings. Cap and Coordinate locations with the Package 2 Contractor;
- n. Install Geothermal System components as shown on the Contract Drawings. Coordinate work with the Package 2 Contractor;
- o. Install sleeves for utilities that will pass through the retaining and foundation walls by the Package 2: Wagner Park Site Contractor. Coordinate sleeve location with Package 2 Contractor;
- p. All general construction, mechanical, electrical and plumbing work and associated commissioning for the new Pavilion;
- q. Installation of new dumbwaiters and hydraulic elevators;
- r. Installation of roof planters and roofing system;
- s. All metal and ornamental metal work;
- t. Installation of steel doors and frames, automatic garage doors, steel gates, glass entry doors, glazed aluminum curtain walls and windows;
- u. All carpentry, unit masonry, millwork, tile, terrazzo flooring, painting and finishes;
- v. Landscape stone masonry, asphalt-block pavers, pre-cast concrete pavers, granite pavers; and,
- w. Installation of bicycle racks, trash receptacles, chairs, tables and other site furnishing elements.

Site Logistics Coordination and Schedule

The Contractor will be required to coordinate work activities with surrounding projects. It is anticipated that Package 3: Pavilion and Package 2: Wagner Park Site Work will be bid and awarded concurrently. Both projects must be substantially completed seven-hundred and twenty-nine (729) Consecutive Calendar Days ("CCDs"), or approximately twenty-four (24) months, following BPCA's issuance of the Notice to Proceed ("NTP") for commencement of the Services. A significant amount of coordination will be required between these two (2) bid packages, which coordination is described in more detail in the Pavilion Project Drawings and Specifications. Coordination will also be required with the contractor selected for the construction implementation of Package 4: Pier A Plaza and the Battery. It is anticipated that Package 4 will be bid and awarded in late 2022 or early 2023.

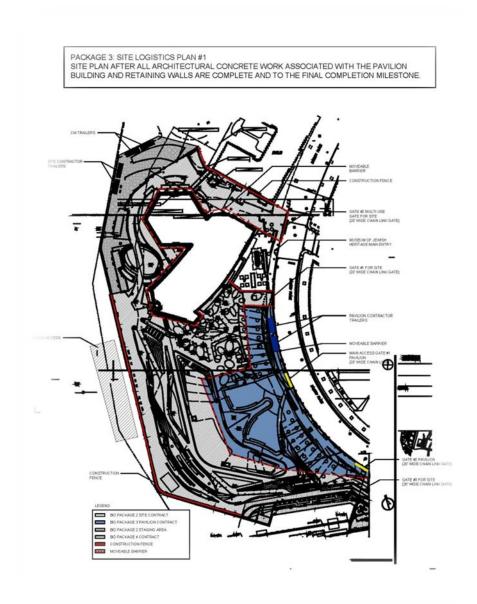


Figure 5: Package 3 Site Logistics Plan 1

In *Figure 5 – Site Logistics Plan 1* (above), the Package 3 work zone is generally depicted in blue. The Package 3 Contractor will be given all areas shown in blue, including additional area surrounding the Pavilion shown in blue, until completion of the architectural concrete building superstructure and retaining walls, an interim milestone part of the Contract and referred to as the "Architectural Concrete Completion Milestone" as described below. After the milestone date, the selected Proposer will be required to transfer responsibility of the area around building to the Package 2 Contractor. See Figure 6 (below). Prior to the first milestone, the selected Proposer shall allow the Package 2 Contractor access to the blue area

around the building and areas between the building and retaining walls to perform survey and non-invasive activities. The Pavilion Project's selected construction manager (the "Construction Manager") will coordinate access to these areas. Subsequent to the first milestone, the Package 2 Contractor will allow the selected Proposer access around the Pavilion to complete the remaining work. Access will be coordinated by the Construction Manager.

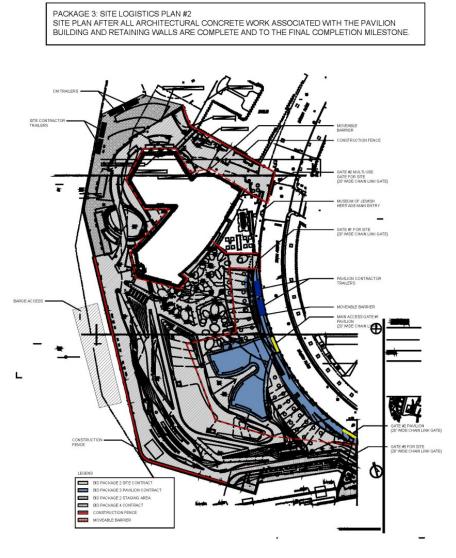


Figure 6: Package 3 Site Logistics Plan 2

The selected Proposer will be given two main access points (shown in yellow) to the Pavilion Project Site as shown in Figure 5 and Figure 6. Location of these access points is subject to change and will be coordinated with the Construction Manager.

In summary, the selected Proposer shall meet the following Contract schedule milestones:

- Architectural Concrete Completion Milestone: Completion of all exterior Architectural Concrete associated with the Pavilion and retaining walls: four-hundred and eighty-four (484) CCDs, or approximately sixteen (16) months, from NTP.
- 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.
 - A. BPCA will seek the certifications specified in Section 018113, "SUSTAINABLE DESIGN REQUIREMENTS".
 - B. COMMISSIONING: The project will be commissioned by an independent third party under separate contract with BPCA. Commissioning shall as describe in Section 019113, GENERAL COMMISSIONING Requirements. The Contractor shall cooperate with the commissioning agent and provide whatever assistance is required.
 - C. PROGRESS SCHEDULE: Refer to Article 3 of the Agreement and to Section 013250 CPM SCHEDULE for the schedule requirements of the project.
 - D. 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.
 - E. 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.
 - F. 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.

- G. 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.
- H. 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.
- I. 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.
- J. 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.
- K. 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 trade subcontractors, so that the Contractor may become acquainted with the work of the project as a whole in order to achieve the proper coordination and cooperation necessary for the efficient and timely performance of the work.
- B. CONTRACTOR TO CHECK DRAWINGS: The Contractor shall verify all dimensions, quantities and details shown on the Contract Drawings, Schedules, or other data received from 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.

B. INTERRUPTION OF EXISTING FACILITIES:

- 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 #3 SPECIFICATION #012100 – ALLOWANCES Revised Compared to Exhibit B-1 of RFP

(ATTACHED)

SECTION 012100 - ALLOWANCES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements governing allowances.
 - Certain items are specified in the Contract Documents by allowances.
 Allowances have been established in lieu of additional requirements and to defer selection of actual materials and equipment to a later date when additional information is available for evaluation. If necessary, additional requirements will be issued by Change Order.

1.3 SELECTION AND PURCHASE

- A. At the earliest practical date after award of the Contract, advise BPCA of the date when final selection and purchase of each product or system described by an allowance must be completed to avoid delaying the Work.
- B. At BPCA request, obtain proposals for each allowance for use in making final selections. Include recommendations that are relevant to performing the Work.

1.4 SUBMITTALS

- A. Submit proposals, in the form specified for Change Orders.
- B. Submit invoices or delivery slips to show actual quantities of materials delivered to the site for use in fulfillment of each allowance.
- C. Coordinate and process submittals for allowance items in same manner as for other portions of the Work.

ALLOWANCES 012100 - 1

1.5 COORDINATION

A. Coordinate allowance items with other portions of the Work. Furnish templates as required to coordinate installation.

1.6 ALLOWANCES

A. Allowances shall cover cost to the Contractor for furnishing OR furnishing and installing items specified in 3.3 Schedule of Allowances. Items furnished but not installed will be delivered to a location at the project site or within Battery Park City as directed by the construction manager and will be paid for on a direct cost basis. Items furnished and installed will be paid for on a direct cost basis for the equipment and materials. Labor for the installation will include hourly rates plus overhead and profit. Installation is considered to be the permanent mounting of the item and any work required to make the item fully operational.

1.7 UNUSED MATERIALS

- A. Return unused materials purchased under an allowance to manufacturer or supplier for credit to BPCA, after installation has been completed and accepted.
 - 1. If requested by construction manager, prepare unused material for storage by BPCA when it is not economically practical to return the material for credit. If directed by Construction manager, deliver unused material to BPCA storage space. Otherwise, disposal of unused material is Contractor's responsibility.

PART 2 – PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine products covered by an allowance promptly on delivery for damage or defects. Return damaged or defective products to manufacturer for replacement.

ALLOWANCES 012100 - 2

3.2 PREPARATION

A. Coordinate materials and their installation for each allowance with related materials and installations to ensure that each allowance item is completely integrated and interfaced with related work.

3.3 SCHEDULE OF ALLOWANCES

- A. Allowance No. 1 –Disposal of Hazardous Material: include an allowance of \$50,000 for examination, testing and removal of hazardous material by qualified subcontractor to be approved by BPCA. This item shall not be used to compensate the Contractor for any work assumed or identified as part of the Contract Documents. Any unused Allowance will not be paid to the Contractor.
- B. Allowance No. 2 Salvage Allowance: include an allowance of \$100,000 for costs attributed to site inventory quantity discrepancies between available salvage material identified on the drawings and in specification Section 024200.2 Site Material Salvaging and available salvage material identified by the Contractor. This allowance will also cover the supply of new materials to replace materials anticipated for salvage and reuse due to breakage during salvaging operations that exceeds loss factors indicated on the drawings. This allowance will also cover the costs associated with salvaging site materials or furnishings not indicated on the Contract Documents but as directed by BPCA or Construction Manager. Any unused Allowance will not be paid to the Contractor.
- C. Allowance No. 3 Owner Requested Signage include an allowance of \$100,000 for cost attributed associated with furnishing and installing signage including associated structural supports, foundations, lighting, etc. The allowance will include furnishing all labor, materials, equipment, and incidental expenses necessary to install owner requested signs. Any unused Allowance will not be paid to the Contractor.
- D. Allowance No. 4 Field Order Allowance- include an allowance of \$2,000,000 for work as directed by the Owner and/or Construction Manager. Any work under this Allowance will be agreed upon by all parties in accordance with the Contract. Any unused Allowance will not be paid to the Contractor.

END OF SECTION 012100

ALLOWANCES 012100 - 3

ATTACHMENT #4 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.

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. 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 sealedbeam units. Floodlight units shall be mounted 16 feet above grade. Floodlights shall be spaced around the perimeter of the site to produce an illumination level of no less than one (1) foot candle around the perimeter of the site, as well as in any potentially hazardous area or any other area within the site that might be deemed by the Resident Engineer to require security illumination. The system shall be installed in a manner acceptable to the 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.
- 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.

F. There will be no parking of Contractor personnel vehicles at the work site or on BPCA property. The only vehicles permitted onsite are those explicitly used for the performance of the work.

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. Where heating or cooling is needed and permanent enclosure is not complete, insulate temporary enclosures and provide temporary climate control as 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 2: Wagner Park Site Contractor. Coordination of the work will be handled by the Construction Manager. 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-inchthick 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 1PM 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:

NO TRESPASSING

AUTHORIZED PERSONNEL ONLY

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

3.13 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 ½" below edge of panel and 8" on center. The U-shaped aluminum channel shall be applied over the wood frame edge and fastened with cadmium plated no. 8 sheet metal screws at 12" on center around the entire perimeter.

6. Sign Graphics:

- a. A digital file of the project 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, at all times when Contractor personnel are not onsite.
- 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