



**LMDC**  
Remember Rebuild Renew

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**CLEANING AND DECONSTRUCTION OF  
130 LIBERTY STREET**

**ADDENDUM NO. 6**

*July 7, 2005*

---

The following shall amend the bid documents for the above-mentioned contract.

**ADDENDUM CONTENTS**

**Part I: General Notes:**

1. The Bid Submission Deadline for this Contract has been extended to **July 18<sup>th</sup> at 11:00AM.**

**Part II: Responses to Pre-Bid Requests for Information.**

**Part III: Revised Annex 6 – Scope of Work for Deconstruction Contractor**

- Replaces Prior Issue
- Changes Tracked

**Part IV: Revised Bid Form**

- Replaces Prior Issue
- Changes Tracked

**Part V: Revised Specification Sections: 01311, 01320, 01400, 01420, 01500, 01524, 01595, 01770**

- Replaces Prior Issue
- Changes Tracked

**Part VI: Addendum to Invitation to Bid, Deconstruction Contract, and General Conditions**

- 5 Pages Attached.

**Part VII: Partial Notice to Proceed**

- Upon award of the Contract, LMDC anticipates giving Contractor a partial notice to proceed so that a limited scope of work can begin while LMDC obtains the necessary approvals for the final Deconstruction Contract. The form of partial notice to proceed is attached for your information.

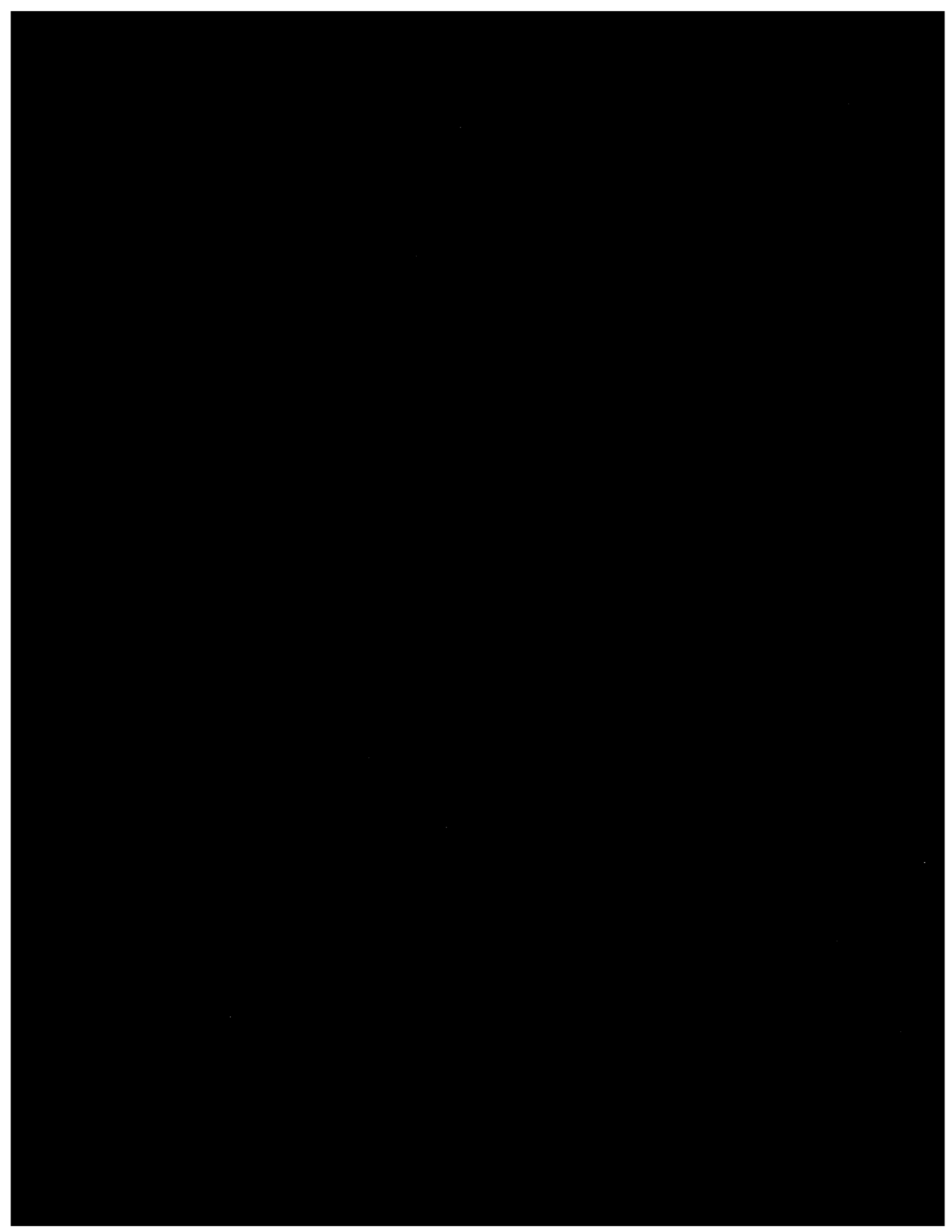
**Part VIII: Revised Deliverables and Contract Milestones – Deconstruction Contract**

- Replaces Prior Issue
- Changes Tracked

**Part IX: Building Assessment Drawings (For Reference Only)**

- Separately attached On Compact Disk

**Attachments.  
End of Addendum.**





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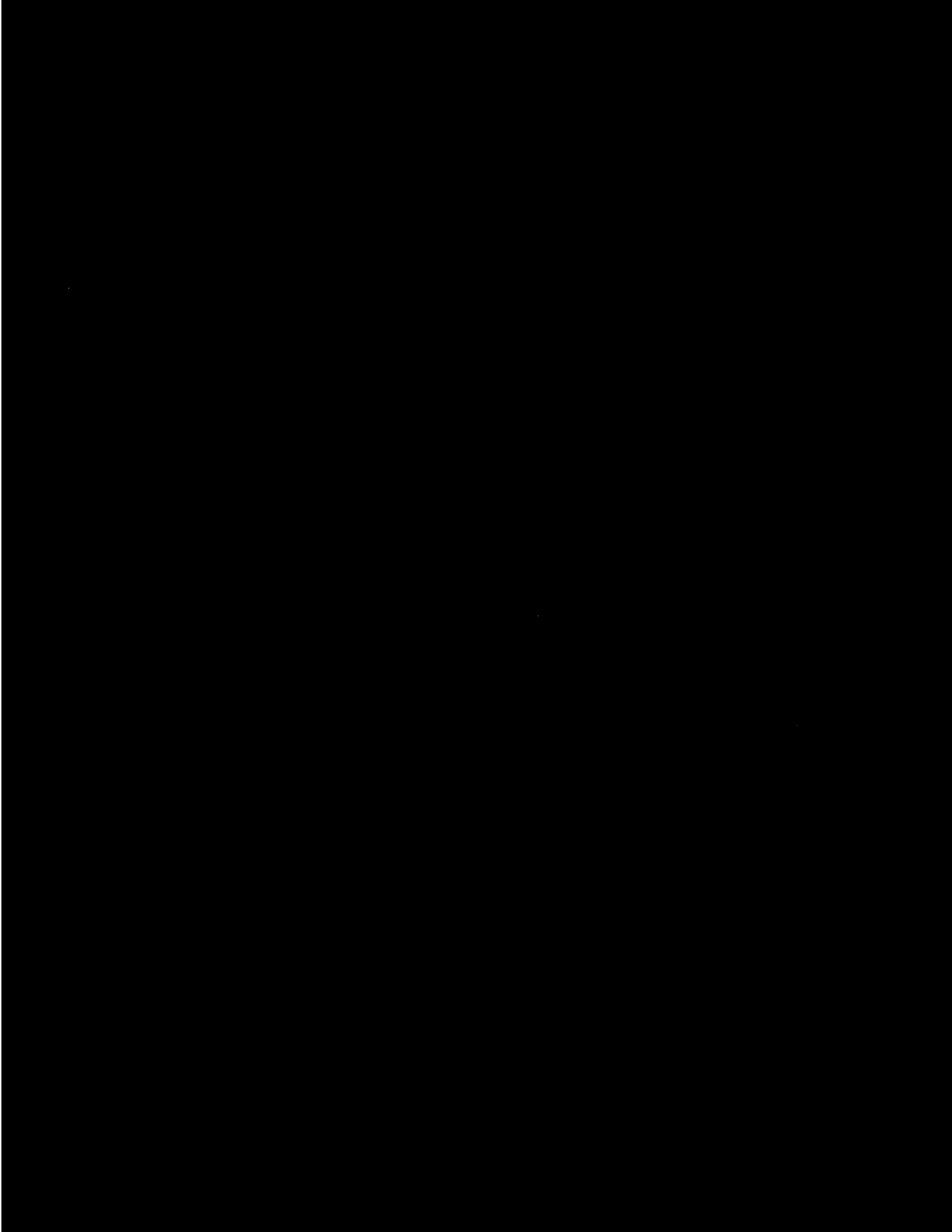
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**End of Addendum.**



**Responses to Pre-Bid Requests for Information**

1. Has LMDC obtained any variances from the New York City Department of Buildings concerning conducting deconstruction activities while glass remains in the building? Will a NYSDOL variance be requested by LMDC concerning removal and replacement of glass with plywood or other suitable material prior to commencement of Phase I abatement activities?

Answer: LMDC has not requested or obtained any variances from the New York City Department of Buildings concerning the deconstruction. LMDC has obtained several written variances from the New York State Department of Labor regarding certain Legal Requirements. See approved variances and variance decisions provided with the Invitation to Bid, and Addenda Nos. 4 and 5. It is the Contractor's responsibility to comply with all Legal Requirements, including all approved variances and variance decisions. LMDC currently does not intend to request any additional variances regarding glass removal or replacement prior to the award of the contract for the deconstruction of the Building. Accordingly, if the Contractor recommends that additional variances be sought from any Governmental Authorities, including the New York City Department of Buildings and/or the New York State Department of Labor, the Contractor's recommendation concerning such variance requests must be described in detail in the Contractor's Implementation Plan to be provided as part of its response to this Invitation to Bid. (Refer to Annex 6, Part II, Section C – Plans and Submittals).

2. The traffic Plan allows for Phase II trucks to pass through Port Authority Property. Will there be any charges, restrictions, or special procedures for entering and passing through the Port Authority Property?

Answer: Procedures for passing through the Port Authority property include the use of Flagmen and Plackard Identification for Trucks entering the site. All protocols for utilizing Port Authority Property are to be identified in the Deconstruction Contractor's Implementation Plan (Traffic Management Plan) subject to LMDC review and approval.

3. It is stated in Annex "6" Page 11, H. Air Monitoring, that the Contractor is responsible for Air Monitoring as described in the Deconstruction Plan; (Section 2, Ambient Air Monitoring Program; Section 4, Asbestos and COPC Abatement and Removal Plan and; Section 5, Health and Safety Plan). Among the tasks specifically listed in Annex "6" are a) pre abatement sampling, b) level 1, c) level 2, d) level 3 air monitoring.

Whereas on page 34 of Section 4, (Asbestos and COPC Abatement and Removal Plan), 2.14 Ongoing Air Monitoring; D.1 Background Air Monitoring, it states that background air monitoring will not be conducted. Variance Decision 05-0427 response dated May 11, 2005, Page 2, case #14 indicates that relief has been granted from ICR 56-17.1-Backgrounds.

**Are Background samples required?**

Answer: Background sampling is required for exterior Level 3 Monitoring only.

4. Level 1, Level 2 and Level 3 Air Monitoring as described in the Ambient Air Monitoring Program; 1.3 Overview of Air Quality Monitoring Program and Features, pages 2 and 3 do not include final air clearance sampling. Additionally it is stated in Part II of Addendum 5, Scaffold Contract, Responses to pre-bid requests for information – for reference only – Question #16, "LMDC would

**Responses to Pre-Bid Requests for Information**

be responsible for 3<sup>rd</sup> party air monitoring”. The Deconstruction Contractor is asked under this contract to provide third party air monitoring.

**Is the demolition (deconstruction) contractor to provide third party air monitoring services for the scaffolding contractor and his abatement team?**

**Will the Deconstruction Contractor be required to provide air clearance samples?**

Answer: The Deconstruction Contractor is not responsible for providing 3<sup>rd</sup> Party Air Monitoring for the Scaffolding Contractor. The Deconstruction Contractor is responsible for providing air clearance samples for its own work and the work of its subcontractors.

5. Documents for review by LMDC. Which agencies and authorities, besides the LMDC, URS and TRC, will review document submissions for this project?

Answer: Documents will be submitted to LMDC and its agents and contractors and reviewed by all appropriate Governmental Authorities. Refer to the Contract Documents for submission requirements.

6. Exterior façade cleaning – how should the existing plywood currently used to seal openings in the building be cleaned and treated?

Answer: Existing plywood used to seal building openings is to be cleaned as per the exterior façade cleaning protocol attached to the Variance Decision File No. 05-0427, dated May 11, 2005

7. Exterior façade cleaning – per the DEP Protocol run-off water from the exterior of the building during washing is not permitted. Is the contractor required to collect rain water from the same surfaces during the exterior façade cleaning process?

Answer: All water associated with exterior façade washdown must be collected and filtered. Per the DEP Protocol. Refer to specification section 02010 – Stormwater Management for storm water (rain water) collection requirements.

8. Project Specific HASP Section 2.6.1 – If air-monitoring results indicate that a lesser level of protection would be feasible, would the contractor be allowed to downgrade from PAPR to full face or half face respirator during Phase I removal activities inside the Building?

Answer: No. Per Section 2.6.1 (page 41 of 59) of the June 13, 2005 Deconstruction Plan HASP, PAPR is the minimum respiratory protection for interior abatement and exterior fireproofing removal activities.

9. In the bid documents it states that the Demolition (Deconstruction) Contractor will be responsible for the building utilities. What are the current monthly costs of existing utilities?

Answer: The most recent Con Edison Utility Charge for the period of May 20, 2005 thru June 02, 2005 is in the amount of \$12,982.81 for Electric, and \$5.96 for Gas. However, these amounts are

**Responses to Pre-Bid Requests for Information**

provided as a reference only. The Deconstruction Contractor will be responsible for all utility costs, including any not shown above and regardless of any difference from the amounts shown above.

10. 02076 – 3: 2.2A indicates those methods not allowed for lead removal – will flame burning with HEPA Filtration be allowed?

Answer: No. Per section 02090 Sub-section 1.1 D, Prior to performing torch cutting and/or welding activities on coated metal components and steel, Contractor shall remove lead-containing paint.

11. 02221-1: 1.3B reads – “items of interest or value to the owner that may be uncovered during Deconstruction remain the property of the owner.” This leads one to believe that any item of value such as salvage could be claimed by the owner. Is that the intent? Who is responsible for removal and/or environmental cleaning of said item?

Answer: “Items of interest or value to the owner” refers to “Historic items, relics, and antiques”. Deconstruction Contractor is responsible for removal and environmental cleaning of said items.

12. 02221-8: 3.31.r.2 Speaks to fire watch - is a fire watch required for every torch location or can a fire watch cover multiple torch locations within easy access (access) and line of site?

Answer: Contractor must comply with FDNY Regulations and all other Legal Requirements.

13. Page 11 of the General Conditions Item 5 references Coordination with other contractors. How does this relate should another contractor fail to perform per the schedule? Is the Deconstruction Contractor obligated to make up for the lost time of others not under his care, custody and control? It appears we are being asked to assume the liability for the action or inaction of others that are not under contract to us. As there is no direct contractual bond between the parties the legal remedies are very restricted and may preclude recoup of costs and compensation.

Answer: With respect to delays caused by other contractors who are not subcontractors of Deconstruction Contractor and which delays are not within the control of Deconstruction Contractor, such delays would be considered Excusable Delays for which Deconstruction Contractor may request an extension of time pursuant to Article 12 of the General Conditions. In addition, Article 5 of the General Conditions provides Deconstruction Contractor with a remedy against separate contractors who have failed to comply with LMDC's directives in a manner that results in damage to Deconstruction Contractor.

14. Page 29 of the General Conditions Item 27 talks about Certificates of Partial Completion. Use of the property by others at this time may have a cost impact as a direct result of the minimum space available. Does the owner envision this in any way? If so, please give an example.

Answer: Article 27 of the General Conditions will be deleted in an addendum. There will be no "partial completion" milestone.

15. Page 27 of the General Conditions Item 24 Who is responsible for supplying and maintaining PPE, Health and Safety records, medical testing, etc. for the owner and/ or the testing and personnel under

**Responses to Pre-Bid Requests for Information**

their control? Should the contractor be responsible, what would the frequency and quantity of entrance into controlled areas be for persons other than the contractors?

Answer: Deconstruction Contractor is responsible for supplying and maintaining PPE, Health and Safety records, medical testing, etc. for the owner, any testing and other personnel working for the owner or under its control, and any other permitted visitors to the site. Contractor is responsible for maintaining the containment area and monitoring qualifications of all persons entering the Building.

16. The contract implies that we must assume most all risks – therefore proper insurance company, legal counsel and bonding company review is required. As such a proper amount of time is required. It is requested that the contractors be given at minimum one week to review and quantify the impact resulting from time of response to all questions. Assuming that there are HUD monies involved, there is typically a two week delay from last addendum to bid date under their guidelines for bidding.

Answer: Deadline for submission of bids has been postponed until Monday, July 18, 2005 at 11am.

17. Please stipulate the make, manufacturer, speed, size and capacity of the hoists supplied by others.

Answer: Hoist specifications will meet or exceed Champion 6000.

18. What are the current rated capacities of the existing elevators?

Answer: The posted maximum capacity of Elevator Nos. 27, 28, and 30 are 3,000 lbs., 3,500 lbs., and 8,000 lbs., respectively. The posted maximum capacity for all other elevators in the building is 4,000 lbs. The Deconstruction Contractor is responsible for verifying actual load capacities for any elevators it intends to utilize.

19. Addendum 3, Section 02080, Page 30-31 states that turn-around time (TAT) should be 24 hours or less. Is this TAT for asbestos only? Based on our discussion with the analytical laboratory we were told the best TAT for metals would be 48 hours.

Answer: Although a 24-hour TAT for metals analysis, particularly for a project of this magnitude, is technically feasible and offered by laboratories, 48-hour maximum TAT for metals analysis is acceptable.

20. Addendum 3, Section 02080, Page 29, discusses Type “C” compressors. Please provide clarification regarding the use of “Type C” compressors. “Type C” respirators generally refer to systems that deliver clean breathing air from a source found outside of the contaminated area. The air is generally supplied from an air compressor or air cylinder/ tank through a supply hose connected to the worker’s facepiece. Does this reference refer to use of an airline or supplied air respiratory protection during torch cutting of steel and jack-hammering as described on page 40 of the Health & Safety Plan?

Answer: Yes. The reference to Type “C” compressors relates to the use of supplied air respiratory protection associated with Level “B” PPE requirements during torch cutting of steel and jack hammering as described on page 40 of the Health and Safety Plan.

**Responses to Pre-Bid Requests for Information**

21. Addendum 3, Section 02080, Page 72, talks about performing the clearance of clean interior shafts. Who will be doing this sampling? The Contractor's Environmental Company or LMDC's environmental consultant?

Answer: All clearance sampling and analysis, including clearance of clean interior shafts, shall be conducted by the Deconstruction Contractor's Environmental Company. Note Deduct Alternate pricing is required on the Bid Form should the LMDC decide to self-perform this work.

22. The Asbestos and COPC Abatement and Removal Plan, Page 23, discussed clearance monitoring in the gash area once abatement and walker/ raceway cleaning has been performed. Who will be doing this sampling? The Contractor's Environmental Company or LMDC's environmental consultant?

Answer: All clearance sampling and analysis shall be conducted by the Deconstruction Contractor's Environmental Company. Note Deduct Alternate pricing is required on the Bid Form should the LMDC decide to self-perform this work.

23. The Asbestos and COPC Abatement and Removal Plan, Page 24, discussed daily and clearance air sampling in the exterior negative pressure tent enclosures. Who will be doing this sampling? The Contractor's Environmental Company or LMDC's environmental consultant?

Answer: All clearance sampling and analysis shall be conducted by the Deconstruction Contractor's Environmental Company. Note Deduct Alternate pricing is required on the Bid Form should the LMDC decide to self-perform this work.

24. The Asbestos and COPC Abatement and Removal Plan, Page 25, discussed clearance air sampling once the contaminated interior vertical shafts have been cleaned. Who will be doing this sampling? The Contractor's environmental company or LMDC's environmental consultant?

Answer: All clearance sampling and analysis shall be conducted by the Deconstruction Contractor's Environmental Company. Note Deduct Alternate pricing is required on the Bid Form should the LMDC decide to self-perform this work.

25. The Health and Safety (Plan) (HASP), Page 38, discussed the possibility of downgrading the personal protective equipment. Would the contractor be responsible for making this decision to downgrade the level of protection?

Answer: The Contractor is responsible for proposing and properly justifying any change it may desire to the level of PPE. However as per Section 2.5 of the HASP and in response to Question 8 above, there are minimum PPE requirements. Additionally, as stated on page 38 of the HASP, changes in levels of PPE shall be made based upon the results of monitoring, visual observations and the nature of the site operation, including the presence of or potential for previously unidentified chemicals or conditions.

26. Will LMDC accept negotiations on their terms and conditions, specifically regarding no limit on total liability or responsibility for negligent acts caused by others?

**Responses to Pre-Bid Requests for Information**

Answer: LMDC will not negotiate a limitation on liability or an exculpation for negligent acts of others. However, please see changes to Article 31 of the General Conditions (to be issued in an addendum), in which LMDC clarifies that the Deconstruction Contractor will not be responsible for the acts or omissions of the Scaffolding Contractor, except to the extent of Deconstruction Contractor's negligence or willful misconduct.

27. Are there any railroads or railroad property (including subways) within 50 feet of the building? If so, who is the owner of the railroad (or subway) and is there someone we can contact to find out what their insurance requirements are for a Rail road protective?

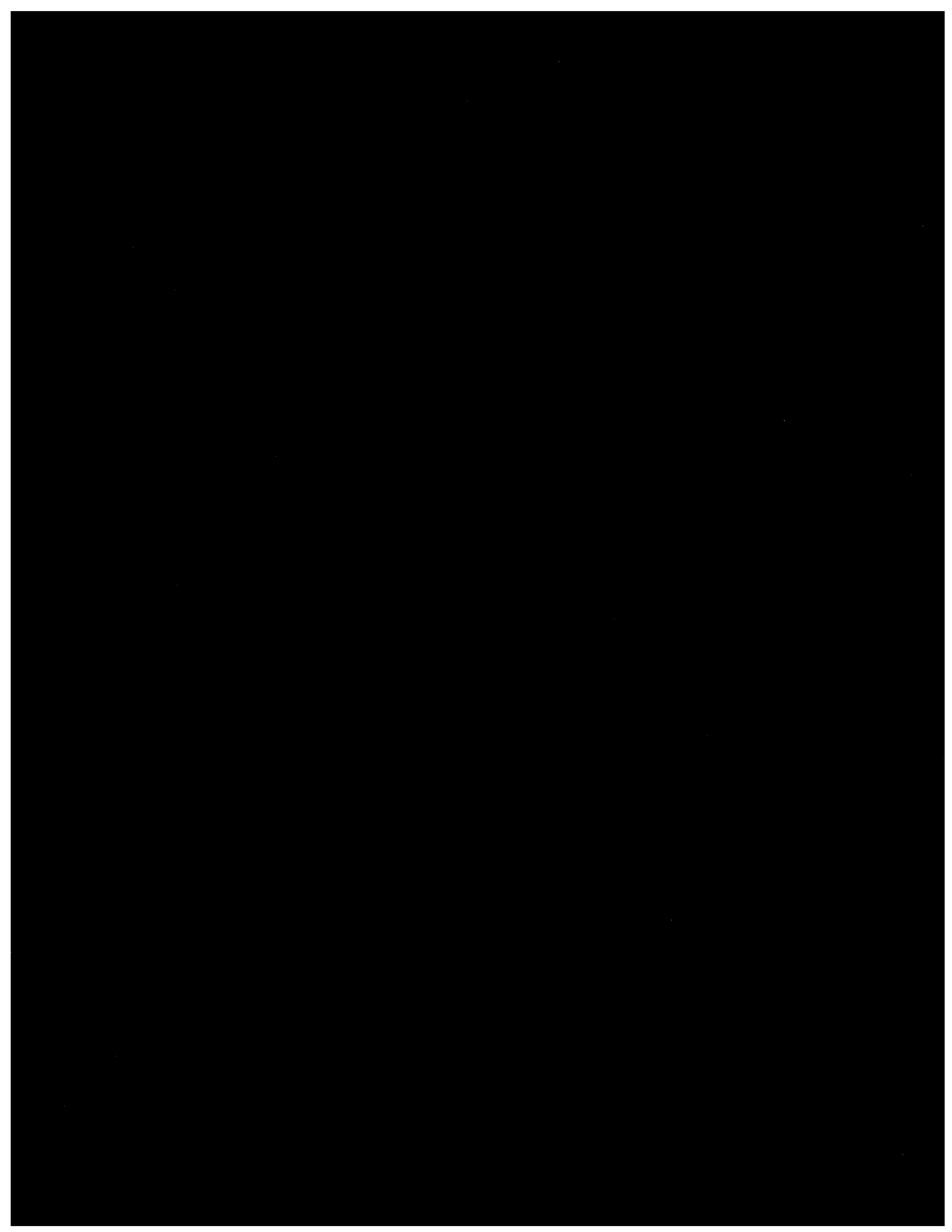
Answer: MTA Subway lines are located beneath Greenwich Street, however the Deconstruction Contractor is responsible for verifying locations of all surrounding railroads. Deconstruction Contractor is responsible to name the New York City Metropolitan Transit Authority (MTA) and its affiliates as additionally insured under their insurance policy for the Project.

28. When inquiring to LMDC on means and methods in performing the work required to abate and deconstruct 130 Liberty Street, much of the information is proprietary. We are seeking to not have this broadcasted to other bidders. Do you concur?

Answer: No.

29. Considering the magnitude of the project, recently supplied addendum and upcoming holiday, we would like to request an extension in the bid process. Can the bid date be extended another two weeks?

Answer: Refer to Question No. 16.



## ANNEX "6"

### SCOPE OF WORK FOR DECONSTRUCTION CONTRACTOR

NOTE: This Scope of Work is intended as a general overview. Contractor is responsible for all matters covered in this Scope of Work, the Specifications, and all other Contract Documents.

#### I. BACKGROUND

On September 11, 2001, the Building<sup>1</sup> was severely damaged when debris from the WTC broke approximately 1,500 windows and cut a fifteen story gash in the north façade of the Building ("Gash Area"). In addition, a combination of soot, dust, dirt, debris, and contaminants settled in and on the Building. Since September 11, 2001, the Building has been unoccupied. The Gash Area and broken windows exposed the interior of the Building to the elements, which may have caused some further impacts after the initial exposures and events of September 11, 2001.

Subsequent to September 11, 2001, operations were undertaken by the then-owner Deutsche Bank to clear debris from the plaza, lobby, and interior spaces in the Gash Area. A porous geosynthetic mesh or "netting" was hung on the outside of the Building for further protection and safety. The immediate Gash Area was partially cleaned in accordance with New York City Department of Environmental Protection ("NYCDEP") and New York City Department of Health ("NYCDOH") protocols to permit the construction of columns, beams, and floor decks to stabilize the Gash Area. Once the initial cleaning and stabilization measures were in place, most office furniture, equipment, and other non-attached items in the Building were removed and disposed of by Deutsche Bank.

LMDC, the current owner of the Building, plans to clean and deconstruct the Building as part of the redevelopment and rebuilding of the larger WTC Site that will be performed in coordination with The Port Authority of New York and New Jersey ("Port Authority"). Currently, plans for the 130 Liberty Street site include underground truck security and bus parking away from the locations of the former WTC Towers 1 and 2, a relocated St. Nicholas Church, and a proposed fifth office tower that will reduce the building density on the WTC Site and create open space for public use.

The Deconstruction Plan addresses the abatement, cleaning, and removal of contaminants identified in the Building in the September 14, 2004 Initial Building Characterization Study Report<sup>2</sup> and the Supplemental Characterizations<sup>3</sup> published in February 2005 (collectively, "LMDC Studies"). These LMDC Studies analyzed for five COPCs designated by the United States Environmental Protection Agency ("EPA") as being associated with WTC dust (asbestos, dioxins, lead, polycyclic aromatic hydrocarbons ("PAHs"), and crystalline silica), as well as other contaminants suspected of being present in the Building, including

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<sup>1</sup> ~~Capitalized defined terms~~ Words and phrases not defined herein shall have the meanings set forth in the General Conditions issued herewith.

<sup>2</sup> 130 Liberty Street Initial Building Characterization Study Report, The Louis Berger Group, Inc., September 14, 2004.

<sup>3</sup> 130 Liberty Street Supplemental Characterizations, TRC Solutions Inc., issued in February of 2005 as multiple reports.

polychlorinated biphenyls ("PCBs") and heavy metals (barium, beryllium, cadmium, chromium, copper, manganese, mercury, nickel, and zinc).

The Building is a former office building comprised of 42 stories. The Building measures approximately 180' x 180' and 535' in height. It comprises approximately 1.5 million square feet. The exterior skin of the Building is a glass and aluminum curtain-wall framework. The curtain wall mullions are mechanically attached to the Building's columns and floors at each floor level. The typical building floor slabs are constructed with corrugated metal decking with sprayed on fireproofing and a poured concrete slab on top. Typical floors are rated 100psf for live load. The Building has mechanical floors, located on the 5<sup>th</sup> floor and 38<sup>th</sup>/39<sup>th</sup> floors. Mechanical floors load ratings are usually higher than on typical floors. The building's vertical transportation was comprised of twenty-nine (29) elevators:

- Eight (8) low-rise cars, traveling from the 3<sup>rd</sup> floor lobby to the 16<sup>th</sup> floor (stopping at all floors).
- Eight (8) mid-rise cars, traveling from the 3<sup>rd</sup> floor lobby to the 28<sup>th</sup> floor (stopping at 3 and 17-28),
- Seven (7) high-rise cars, traveling from the 3<sup>rd</sup> floor lobby to the 38<sup>th</sup> floor (stopping at 3 and 28-38).
- One (1) car traveling from basement level B to 39<sup>th</sup> floor.
- Two (2) cars traveling from basement level B to 38<sup>th</sup> floor.
- Three (3) special service elevators serving the lower 3-5 floors.

The Building has two (2) below grade basement areas, Cellar Level "B", and Cellar Level "A". The below-grade construction was assembled as a "bathtub" to resist a hydrostatic head; the foundation is a concrete mat on H pile supported pile caps. The basement Level "B" slab is to remain intact throughout and after the Deconstruction. There is a tunnel for the 1-9 subway, which runs under Greenwich Street and adjoins the Building with passive vents located in the sidewalk. A fan plant for forced ventilation of the subway tunnel is under Albany Street alongside the South Plaza running approximately the length of Albany Street on the South Side sidewalk.

The Building shall be deconstructed down to the top of the foundation walls, leaving the basement Cellar "B" slab intact. The Building shall be deconstructed by the Contractor, in pieces as a safety precaution and shall not include the use of explosion/implosion devices. A complete scaffolding of the Building on all elevations from top to bottom, shall be required for this Project, and shall be erected by the Scaffolding Contractor, and then transferred to Contractor as set forth in the Contract Documents.

(Note: the foregoing information is approximate and intended only for general reference and not for bid purposes. LMDC does not warrant any reference information available regarding the Building.)

## II. SCOPE OF WORK – DECONSTRUCTION CONTRACTOR

### A. GENERAL OVERVIEW

(Note: Certain defined terms used in this Annex "6" are defined elsewhere in the Contract Documents.)

- 1) This Scope of Work ("SOW") sets forth a summary of the Work required to be completed by the Contractor in connection with the deconstruction of the Building.
- 2) Contractor shall at all times comply with, and cause all persons working or otherwise present at or about the Project to comply with, all Legal Requirements applicable to the Project including the Deconstruction Plan for 130 Liberty Street as it may be amended from time to time.
  - a) On June 13<sup>th</sup>, 2005, LMDC submitted five sections of the revised draft Phase I Deconstruction Plan ("Draft Deconstruction Plan") to various Governmental Agencies for review, direction, and approval. LMDC submitted Section 1- Waste Management Plan, Section 2- Ambient Air Monitoring Program, Section 3- Emergency Action Plan, Section 4 –Asbestos and COPC Abatement and Removal Plan, and Section 5- Health and Safety Plan. Currently submitted portions of the Plans are available on LMDC's website: [http://www.renewnyc.com/plan\\_des\\_dev/130liberty/deconstruction\\_plan.asp](http://www.renewnyc.com/plan_des_dev/130liberty/deconstruction_plan.asp)
  - b) Once all or any portion of the Deconstruction Plan is approved by the applicable Governmental Authorities, the approved portion of the Deconstruction Plan becomes one of the Legal Requirements as defined in the General Conditions. The Contractor, all subcontractors, and any others at or about the Project Site must comply at all times with all approved portions of the Deconstruction Plan.
  - c) Any and all changes to the Deconstruction Plan, or any approved portions thereof, require LMDC's advance written permission and the approval of the applicable Governmental Authorities. No such changes may be requested without LMDC's advance consent and written approval. No such changes shall be deemed Extra Work.
- 3) Contractor shall be responsible for all Work as outlined in the Deconstruction Plan including Section 1 Waste Sampling and Management Plan, Section 2 Ambient Air Monitoring Program, Section 3 Emergency Action Plan, Section 4 Asbestos and COPC Abatement and Removal Plan, and Section 5 Health and Safety Plan. This excludes solely that work completed or to be completed by the Scaffolding Contractor. Contractor's Work includes, but is not limited to, the Work of the Deconstruction Team, the Contractor, the Subcontractor(s), the Environmental Consultant/ Subcontractor, the Environmental Consultant Project Monitor, the Abatement Contractor/ Abatement Subcontractor.
- 4) Contractor is responsible for ensuring that any individual or firm performing air sampling and/or analysis for this Project on or off site including but not limited to asbestos air clearance sampling (such as the Environmental Consultant/ Subcontractor and/or the Environmental Consultant Project Monitor), (1) has not performed and will not perform any other function on the Project (including but not limited to serving as the Abatement Contractor/ Abatement Subcontractor) and (2) is at all times

completely independent of all parties involved with the Project (including but not limited to the Abatement Contractor/ Abatement Subcontractor), and (3) is properly trained, licensed, and certified to perform such work, all in accordance with 12 NYCRR § 56-17.4 and 15 RCNY § 1-36 as well as all other Legal Requirements applicable to the Project.

- 5) Contractor shall be responsible for the removal, packaging, transportation, and disposal of all refuse and debris, including all Hazardous Materials, resulting from the Deconstruction, including but not limited to the abatement and removal of ACM, COPCs, and any other Hazardous Materials during or in connection with the Deconstruction.
- 6) The Building is to be filed under an alteration application if mechanical means are anticipated during the deconstruction operations. Department of Buildings Special Permit shall be obtained by Contractor. No deviation will be permitted.
- 7) As described in this SOW, the Contractor shall deconstruct, remove, transport and dispose of all elements in, on, and constituting the Building including without limitation all Hazardous Materials, waste materials, ACM, and COPCs. The Contractor shall not remove the Building foundation, bottom slab (See Specification Section 02060PS), column stubs at Basement Level "B", or exterior basement walls. The Contractor may determine not to remove the interior structural subgrade walls and incorporate such walls into the bracing, if bracing is necessary and/or required.
- 8) Contractor shall be responsible to maintain the stability of the Building and the site throughout the deconstruction process and to leave the remaining subgrade elements in a stable condition, as described in Section II.L of this SOW (see Specification Sections 02060PS and 02222). The Contractor shall backfill the basement to resist uplift groundwater pressures, as necessary (see Specification 02060PS). No penetration of the mat slab shall be permitted. Upon the completion of the deconstruction process, the Contractor shall backfill and grade the basement footprint area at street level so that surface water on the site drains to catch basins as described in Sections II.K-L of this SOW (see Specification Sections 02010, 02020, and 02222). Utilities entering the Site shall be capped and locations documented.
- 9) Contractor shall be required to engage the services of a Professional Engineer, licensed in the State of New York who shall be known as the Engineer of Record for the entire Deconstruction of the Building. Responsibilities of the Engineer of Record include but are not limited to the following:
  - a) Inspection and acceptance of the Scaffold, Hoist, and Sidewalk Bridging at time of transfer
  - b) Inspection and sign-off for any and all modifications to the Scaffold and protection platforms
  - c) MTA Influence Plan
  - d) Wastewater Management Plan

- e) Stormwater Management Plan
  - f) Maintenance Of Traffic Plan
  - g) Monitoring of slab, retaining walls, and steel structure
  - h) Crane design
  - i) Deconstruction Contractor's Implementation Plan
- 10) LMDC is engaging Contractor to perform the Work summarized in this SOW and more particularly set forth in the Deconstruction Plan and Specifications, in order to create a site ready for redevelopment. Contractor shall be responsible for all necessary means and methods to accomplish the intended purpose, whether or not specific procedures or responsibilities are set forth in the SOW, the Deconstruction Plan, or in the Specifications.
- 11) Contractor and LMDC agree that, as provided in this SOW, the deconstruction of the Building shall proceed as follows:
- a) Contractor shall perform abatement and removal of all Hazardous Materials, including but not limited to ACM and COPCs, under negative air pressure possibly several floors at a time, in accordance with Specification Section 02080 and Attachment #3.
  - b) After an area has been cleaned and properly cleared and the required buffer zone has been established, the Contractor shall deconstruct the structural elements of the Building in the cleaned and cleared areas, in accordance with Section II.J of this SOW and Specification Section 02221.
- 12) Contractor shall be responsible for removing and disposing of all materials, contents and apparatus from or constituting the interior and exterior of the Building, including without limitation all Hazardous Materials, with the exception of the existing exterior netting, which is to be removed and disposed of by the Scaffolding Contractor.

## B. COMPLIANCE WITH LAW/HEALTH AND SAFETY REQUIREMENTS

- 1) Contractor shall comply with, and ensure compliance by all persons and firms at or about the Site with, all applicable laws, statutes, regulations, ordinances, rules, common laws, decrees, orders, judgments and codes of the City and State of New York and the United States including, without limitation the Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Resource Conservation and Recovery Act ("RCRA"), the Clean Water Act, the Clean Air Act, the Toxic Substances Control Act, Occupational Safety and Health Act, regulations of the New York City Department of Environmental Protection, regulations of the New York State Department of Labor, the National Emission Standards for Hazardous Pollutants Asbestos Regulations, the New York State Navigation Law, National Historic Preservation Act and the New York State Historic Preservation Act, and all variances or permits under the above, each as amended and applicable to the Site as if owned by LMDC or a private party, which ever is more stringent, as well as other

applicable Legal Requirements whether pertaining to Hazardous Materials or otherwise.

- 2) Contractor shall ensure that the methods of performing the Work do not involve undue danger to the personnel employed thereon, the public, and public or private property. Should charges of violation of any Legal Requirement be issued during or in connection with the performance of the Work, a copy of each charge and resolution thereof shall immediately be forwarded to LMDC. Contractor shall be responsible for all costs, fines, penalties, delays, and all other liabilities resulting from any such charges, violations, and any failure to meet this requirement.
- 3) Contractor shall at all times comply with, and cause all persons working or otherwise present at or about the Project to comply with, all health and safety requirements related to the Project, including but not limited to all procedures to ensure compliance with applicable Legal Requirements, including requirements and protocols established by Governmental Authorities including, but not limited to, OSHA; the National Institute of Occupational Safety and Health (NIOSH); the United States Environmental Protection Agency (USEPA); the New York State Department of Environmental Conservation (NYSDEC); the State of New York, NYSDEC; the New York City Department of Environmental Protection (NYCDEP); and the City of New York.
- 4) Compliance with a formal health and safety plan is required due to structural and environmental damage suffered by the Building on September 11, 2001, hazards associated with the Building's current condition and anticipated deconstruction activities. The current health and safety plan for the Project, entitled the "Site Specific Health and Safety Plan For 130 Liberty Street" was prepared for LMDC by TRC Environmental Corporation in August 2004 ("Current HASP").
- 5) LMDC has modified the HASP requirements . On June 13, 2005 LMDC released a document entitled "Health and Safety Plan for the 130 Liberty Street Building Deconstruction Project" ("Proposed HASP") (copy available on LMDC's website). Once the Proposed HASP is approved by the applicable Governmental Authorities as part of the Deconstruction Plan, the requirements outlined in the Proposed HASP, as and if approved, will supersede and replace the Current HASP. The Deconstruction Contractor shall prepare a HASP that meets the requirements of the Current and Proposed HASP.
- 6) Any and all changes to the Current or Proposed HASP require LMDC's advance written permission and the approval of the applicable Governmental Authorities. Moreover, no changes to the Current or Proposed HASP may be proposed or made if they render the protections less stringent than the Current HASP. No such changes shall be deemed Extra Work.
- 7) Contractor shall be solely responsible for identifying health and safety requirements for his/her employees and for all employees of all Subcontractors, and for ensuring the health and safety of his/her employees, the employees of all Subcontractors, and the public, which could potentially be impacted by the work of the Contractor.

- 8) Contractor shall be responsible for all aspects of Section 5 Health and Safety Plan. This includes the Work of the Contractor, Subcontractor, New York City site safety manager, and the Administrative Monitor. Contractor shall be responsible for all aspects of the Health and Safety Plan including, but not limited to:
  - a) Completing the health and safety hazard analysis and risk assessment,
  - b) Establishing and implementing engineering controls,
  - c) Establishing and implementing administrative controls and work practices,
  - d) Providing all necessary Personal Protective Equipment (PPE) and safety equipment and conducting and ensuring completion of all required medical testing and assessments,
  - e) Personal air monitoring,
  - f) Site control,
  - g) Conducting all required and necessary safety meetings,
  - h) Establishing a training program, providing necessary training, and ensuring all workers comply with training requirements,
  - i) Hazard communication,
  - j) Accident prevention, investigation, reporting, and follow-up,
  - k) Medical surveillance, and
  - l) Documentation.

#### C. PLANS AND SUBMITTALS

- 1) Contractor shall be responsible for preparing Contractor's Implementation Plan (defined in the General Conditions) setting forth Contractor's means and methods, techniques, equipment, transportation plan, and all other details as to Contractor's manner and methodology for undertaking and completing all Work required by the Contract Documents, which plan shall be consistent with all Legal Requirements. Contractor's Implementation Plan shall be subject to LMDC's review and acceptance pursuant to this Contract. Contractor shall also be responsible for obtaining any and every permit of any Governmental Authority required for approval of Contractor's Implementation Plan and the performance and completion of the Work.
- 2) As part of Contractor's Implementation Plan, Contractor shall create, issue, and implement all plans as requested by any and all regulatory agencies for this Contract, signed by a Professional Engineer, if required, and subject to LMDC's review, including the following:
  - a) MTA Influence Line Plan
  - b) Site Plan
  - c) Truck Traffic Plan
  - d) Site Security Plan
  - e) Deconstruction Plan
  - f) Health and Safety Plan
- 3) Contractor shall prepare and file an ACP-7 with the NYCDEP, and appropriate NYSDOL and US EPA required notifications.

#### D. SITE SECURITY

- 1) Contractor shall be responsible for site security from the date that Contractor takes control of the Site simultaneous with signing and execution of this Contractor's contract. Site security precautions shall include, but not be limited to, the provision and maintenance of fencing and/or barriers, gates, watchman services in addition to requirements of Specification Section 01541 – Site Security.
- 2) An electronic swipe system such as the “Epic 7”, or equivalent, is to be integrated into the security program within 30 days of contract execution. Four (4) guards at a minimum are required 24 hours, 7 days per week for the duration of the project, of which one (1) is to be a supervisor on duty on Site.
- 3) Contractor shall be responsible for all aspects of Section 3 Emergency Action Plan including, but not limited to:
  - a) Establishing the Contractor Emergency Coordinator;
  - b) Pre Emergency Response Activities including pre-planning, training, drills, and emergency response coordination;
  - c) Purchase, installation, and implementation of safety equipment and communication equipment;
  - d) Emergency response measures to specific emergency events; and
  - e) Emergency action investigation and reports.

#### E. PHASING OF WORK

- 1) The Phase I abatement and removal shall be conducted starting at the top of the building and working down. It is anticipated that work areas of approximately four (4) floors shall be established. During the cleanup and abatement, a minimum buffer zone of two floors shall be maintained between the active abatement (Phase I) area and the exterior abatement/ structural demolition (Phase II) portion of the project.
- 2) There may be exceptions to the general sequencing of Phase I work. First, it shall be necessary for the Scaffolding Contractor to clean some limited, designated exterior surfaces and to create several limited clean containments or sealed penetrations to facilitate the erection of the required man-hoists, crane and scaffolding. This work shall occur as necessary and not necessarily in the “top down” sequence presented above. Second, Contractor will need to clean areas of the basements out of sequence to facilitate some Phase II work. Third, Contractor must clean access areas required for Phase II activities including emergency egresses. The requirements for this Work are further detailed within Section 4 of the Deconstruction Plan.
- 3) Except as required for the erection of the required man-hoists, crane and scaffolding, Phase II activities shall not commence until all Phase I activities are complete on the top three floors. After this occurs, previously cleaned and cleared floors may be deconstructed under Phase II provided abatement activities are always at least two

floors below the level of deconstruction. Personnel involved with Phase II activities shall access their work areas utilizing a “clean” exterior hoist or any other pre-cleaned/ cleared access route and shall only be permitted to work in previously cleaned and cleared areas.

F. PHASE I AND PHASE II - ABATEMENT AND REMOVAL OF HAZARDOUS MATERIALS, ACM, AND COPCs

- 1) Contractor is responsible for:
  - a) the general area cleanup (from the interior and exterior of the Building) of WTC dust and debris, which as stated by the regulators must be treated as asbestos;
  - b) removal and disposal of installed porous and certain non-porous building materials and components contaminated by WTC dust and debris, which as stated by the regulators must be treated as asbestos;
  - c) cleaning and salvage (if Contractor so chooses) of certain installed non-porous building equipment and components contaminated by settled dust and debris;
  - d) removal of loose equipment & materials from all mechanical areas/ floors.
  - e) removal of building materials containing asbestos which were present in the Building prior to September 11, 2001 (referred to herein as “ACBM”), from the Building’s interior and exterior; and
  - f) Removal and disposal of all other Hazardous Materials from the Building in a manner consistent with all Legal Requirements.
  
- 2) Contractor is responsible for all work in the initial phase of deconstruction (Phase I). Phase I includes the necessary interior, non-structural deconstruction and related work. The entire interior of the Building, with the exception of certain shafts and non-porous mechanical equipment and shafts, shall be removed and disposed of during Phase I.
  
- 3) Contractor is responsible for all Work related to Phase I and Phase II and included in Section 4 of the Deconstruction Plan, the Asbestos and COPC Abatement and Removal Plan, including, but not limited to:
  - a) work area preparation including the installation of High Efficiency Particulate Air (“HEPA”) ventilation equipment;
  - b) pre-cleaning;
  - c) installation of isolation barriers;
  - d) establishment of waste and personnel decontamination systems;
  - e) cleaning of vertical shafts as necessary for the establishment of passageways for transport of workers and materials and establishment of clean air shafts;
  - f) establishment of the negative pressure work areas;
  - g) cleaning of settled dust and debris (above and below the plenum, within HVAC and other Building systems, and in interstitial spaces);
  - h) removal and disposal of all Building Contents including, but not limited to, all Hazardous Materials, miscellaneous FFE including large conference tables, kitchen equipment, a limited number of rooms containing office equipment, shelving, and any spare materials, all miscellaneous garbage and debris and

- miscellaneous construction materials installed after September 11, 2001;
  - i) removal and proper handling and disposal of all miscellaneous building components including but not limited to: light bulbs, light ballasts, mercury thermostats, batteries, and refrigerants;
  - j) proper handling and removal of all mold and bacteriological contamination and contaminated materials;
  - k) removal of ACBM;
  - l) removal of interior Building components;
  - m) removal of interior non-structural building elements (such as gypsum wall board (“GWB”));
  - n) removal of all interior building equipment including large and small scale mechanical, electrical and plumbing (“MEP”);
  - o) removal of sprayed-on fireproofing (“SOFP”);
  - p) cleaning and inspection of Walker Duct and raceways;
  - q) cleaning of the exterior Gash Area including Walker Duct and raceways in the gash area;
  - r) roof cleaning;
  - s) disassembly of clean and contaminated interior vertical shafts;
  - t) waste handling;
  - u) packaging, documentation, transport, and disposal of waste materials;
  - v) air monitoring;
  - w) detail cleaning of work area; and
  - x) clearance air testing.
- 4) Contractor shall be responsible for all Work in Phase II including Work related to Section 4 Asbestos and COPC Abatement and Removal Plan of the Deconstruction Plan including, but not limited to:
- a) Installation of exterior negative pressure tent enclosures where required;
  - b) Roof, façade and general exterior area clean-up;
  - c) Removal of rooftop cooling tower transite ACBM;
  - d) Removal of rooftop caulking materials;
  - e) Removal of factory installed exterior column cover and fascia aluminum panel ACBM caulking;
  - f) Localized removal of exposed exterior spray-on fireproofing; and
  - g) Wash down of the Building exterior.
- 5) Contractor shall properly manage all wastewater including necessary filtration and storm water in accordance with Legal Requirements.
- 6) All Phase I activities shall be conducted by a NYSDOL and NYCDEP licensed asbestos abatement subcontractor (the “Abatement Subcontractor”) under controlled conditions and all resultant debris shall be treated as asbestos waste (at a minimum), hazardous waste, universal waste and/or regulated waste (as appropriate) and packaged, labeled, handled, transported and disposed of in accordance with all applicable local, state and federal statutes and regulations, including but not limited to NYSDOL Industrial Code Rule (“ICR”) 56. Porous demolition debris and porous

material within the work area shall be disposed of as asbestos waste, at a minimum. Non-porous salvage items may be decontaminated and released as specified in Industrial Code Rule 56-8.2.

#### G. AUTHORITY TO STOP WORK

- 1) Governmental Authorities having jurisdiction, LMDC, the Contractor, and the Environmental Consultant Project Monitor shall have the authority to stop the abatement work based upon violations of Legal Requirements, the HASP, Section 4 of the Deconstruction Plan, the Permits, and/or any approved Variances. In addition, the occurrence of any or all of the following events shall be reported in writing to the Environmental Consultant Project Monitor and shall require the Abatement Subcontractor to stop abatement activities and initiate appropriate corrective actions:
  - a) Excessive airborne fibers outside containment area (0.01 f/cc or above (via PCM) or in excess of background fiber levels, whichever is greater).
  - b) Exceedances of US EPA Trigger Levels as contained within the Ambient Air Monitoring Program (Section 2 of the Deconstruction Plan).
  - c) Break in containment barriers.
  - d) Loss of negative air pressure (at or below 0.02 inches of water column).
  - e) Serious injury within the containment area.
  - f) Fire or other safety emergency.
  - g) Power failure affecting the abatement process or the maintenance of negative air pressure.
- 2) Contractor shall be responsible for all delays, costs, and work related to any work stoppages.

#### H. Air Monitoring

- 1) Contractor shall be responsible for all air monitoring included in all sections of the Deconstruction Plan or otherwise required by Legal Requirements including, but not limited to, Section 2 Ambient Air Monitoring Program, Section 4 Asbestos and COPC Abatement and Removal Plan, and Section 5 Health and Safety Plan. This air monitoring includes air monitoring for asbestos and other COPCs as indicated in the Deconstruction Plan and required by Legal Requirements. Contractor is responsible for air monitoring including, but not limited to:
  - a) Pre-abatement sampling;
  - b) Level 1 air monitoring of Contractor and Subcontractor personnel inside of work areas;
  - c) Level 2 air monitoring inside the Building outside of work areas;
  - d) Level 3 air monitoring exterior to the Building as detailed in Section 2 Ambient Air Monitoring Program of the Deconstruction Plan including street level stations and upper level stations;
  - e) Air monitoring of negative filtration unit exhaust;
  - f) Analysis of all testing results;

- g) Provision of all testing results in a timely and electronic manner. All testing results may be made available to the public at LMDC's direction. Providing a system in compliance with the Deconstruction Plan for electronic data management and reporting; and
- h) Establishing and implementing protocols for necessary actions related to exceedences of any health and safety levels, action levels, target air quality levels, and USEPA site specific trigger levels.

#### I. Waste Sampling and Management

- 1) Contractor shall be responsible for performing and complying with all aspects of Section 1 Waste Sampling and Management Plan of the Deconstruction Plan and otherwise complying with all Legal Requirements applicable to waste and Hazardous Materials. Contractor shall be responsible for all waste sampling and management including, but not limited to:
  - a) Waste Characterization;
  - b) Classification of all waste;
  - c) Management of waste;
  - d) Containerization of waste;
  - e) Manifesting waste and providing all other necessary documentation;
  - f) Transport of waste; and
  - g) Disposal of waste.
- 2) Contractor shall be responsible for all handling, movement, and preparation for disposal of all materials and waste, including but not limited to all Hazardous Materials in or on the Building. The Variances provide some possible methods including the use of a portable bulk shredder and the use of dust-free inclined chutes which may be used in the Mezzanine Area to transport material into the containers located one floor below. Contractor shall be responsible for establishing a detailed implementation plan for the handling of waste consistent with the Variances and Legal Requirements. Contractor shall be responsible for establishing means and methods for handling and movement of materials and waste meeting these requirements.

#### J. PHASE II - GENERAL DECONSTRUCTION

- 1) The Contractor shall deconstruct the Building to the top of the foundation walls on Greenwich Street, Washington Street, and Albany Street at street level. On each floor, the structural deconstruction of the Building shall include removing, reuse as clean fill, and/or disposing of all materials including the masonry walls, exterior walls, curtain wall, structural steel and floor slabs.
- 2) Deconstruction shall be accomplished in accordance with specification Section 02221 and this Scope of Work. In General the building shall be deconstructed down to the Cellar "B" Level. Contractor is responsible to set survey target as directed by LMDC so as to monitor movement of foundation walls and basement Cellar "B" level slab,

and Building. The Cellar “B” floor slab shall remain in place. (See Section 02060PS). However, foundation walls at Washington Street, Greenwich Street, and Albany Street are to be maintained at street level along with any existing or future lateral bracing as required by the Engineer of Record. All references in the Contract Documents to “PE” or “Licensed Engineer” or words of similar import means the Licensed Professional Engineer engaged by contractor.

- 3) Contractor shall not commence any deconstruction activities on any floor, until such floor has been cleared for deconstruction activities in accordance with the monitoring protocols set forth in this SOW and Attachment #3. Contractor shall be responsible for ensuring that measures are taken during deconstruction to control rain water, snow, and other elements and to ensure that the work area under active abatement are not impacted by the elements.
- 4) Contractor shall undertake all deconstruction activities in strict compliance with the HASP, Deconstruction Plan, Contractor’s Implementation Plan, and any and all other plans as required. The approval process performed by LMDC shall include but not be limited to review of all safety and health issues, regulatory agency requirements by federal, state, and local entities and LMDC procedures. In connection with these deconstruction activities, Contractor shall at a minimum:
  - a) Obtain all governmental approvals, permits and licenses necessary to proceed with the environmental and deconstruction Work, and the termination of existing utilities, including permits to reuse facilities within the structure, such as, for example, elevators/utilities, etc.
  - b) Obtain permits from appropriate agencies at the requisite times. Permits for this Project shall include but not be limited to:
    - i) NYC DOB Work Permit, for Building Demolition;
    - ii) NYC DEP Permits including the ACP-7, ACP-5 and all other environmental permits;
    - iii) DOB Alteration Application;
    - iv) DOB Building Scaffolding Permit;
    - v) DOT Sidewalk Shed Permit;
    - vi) DOB (CN) for tower crane and the mobile crane to erect the tower crane;
    - vii) DOB and Elevator Permit to install and use personnel/ material hoist;
    - viii) FDNY Permit to store air and gas at the site;
    - ix) FDNY certification for burners (Certificates of Fitness);
    - x) FDNY certification for fire-watch during burning operations;
    - xi) DOB PW-1 approvals for mechanical equipment on the floors;
    - xii) NYCTA approval for effects on subway and connected facilities; and
    - xiii) DOT permits for sidewalk and roadway closings, equipment and storage on streets and sidewalks.
    - xiv) NYS DOL Asbestos Project Notification.
    - xv) US EPA NESHAP Demolition Notification and Asbestos Notification.

- c) Develop a “Contractor’s Implementation Plan”, which shall be submitted to LMDC for review and approval. The Contractor’s Implementation Plan shall include the Contractor’s engineered sequence of deconstruction, which shall address all necessary aspects of the Work to ensure stability of the Building during all stages of the Work (including but not limited to the Work described in Section II.K-L of this SOW and Specification Section 02221), as well as the stability of all adjacent structures affected by the deconstruction. The Contractor’s Implementation Plan shall be designed, approved, and signed by an engineer licensed in the state of New York. Together with the Contractor’s Implementation Plan, Contractor shall submit to LMDC all necessary computations verifying stability of the structure for all stages of the Work, including but not limited to all temporary structures, bracing and permanent installations and construction equipment (including the crane, hoist, and scaffolding) as is required to perform the Work described in this SOW.
- d) Be responsible for all necessary site safety precautions/procedures during deconstruction including an accepted HASP and any and all other plans as they may apply including a site safety manager licensed by the City of New York, fall protection at perimeter and floor openings, fire extinguishers, fire watches, sidewalk sheds, secure covering of dumpsters during non-work hours, shoring and other equipment, as required in accordance with all Legal Requirements. Contractor shall not permit any person access to the site at any time who does not comply with the requirements of the HASP and any and all other requirements in effect at that time.
- e) Provide an inspection station that verifies that the loads on any vehicle are properly secured and covered to prevent any material from escaping the vehicle, and that vehicles are cleaned and ready for transport.
- f) Manage the disconnection of utilities on an as needed basis, including direction of MEP Subcontractor and coordination with utility companies.
- g) Remove, reuse as clean fill, and/or dispose slab over the main bank vaults along with bank vault and doors.
- h) Submit to LMDC documentation verifying that all Hazardous Materials, debris, and others material removed from the Building have been disposed of in accordance with Legal Requirements.
- i) Comply with all specifications, requirements, and attachments as included or referenced herein.
- j) Contractor is responsible for implementing alternate plans to maintain the Project schedule during periods of inclement weather (i.e. freezing conditions, high winds, ice, snow, rain, etc.) for outside/ scaffold related Work and all other Work

including, but not limited to the use of temporary heat, interior hoists, interior elevators, interior debris chutes, etc.

K. SITE WORK (See Specification Sections 01541, 02010, 02020, and 02222)

- 1) The footprint of the Building shall be backfilled with clean select fill. Once filled, the site shall be graded to drain to the East, West, and South Curbs. Backfill of the Building Footprint will slope towards the North Plaza Area. Provide a smooth transition between adjacent existing grades and new grades. Use of the North Plaza Area is restricted to limited use for staging, storage and loading. Deconstruction Contractor shall be responsible for restoring the North Plaza Area to conditions as existing upon Contract execution, including Jersey Barriers, and Sliding Gate.
- 2) Deconstruction Contractor shall provide an entire perimeter 18 gauge, 8 Ft. High, Chain Link Fence with 5/8" Plywood attached. This barrier will be required along the entire elevations at Liberty Street, Greenwich Street, Albany Street, and Washington Street, and shall not encroach onto the respective sidewalks.

L. BASEMENT STABILIZATION (See Specification Sections 02060PS and 02222)

- 1) The Cellar/ basement will be stabilized per the referenced specification section.

M. MECHANICAL/ PLUMBING (See Specification Section 15400)

- 1) During the course of the deconstruction the Contractor shall disconnect, cap and drain-down all mechanical/plumbing systems remaining for their use. Systems which have been drained down, fully or partially, include, but are not limited to the following: Steam, hot water heating systems, chilled water systems, natural gas, freon and domestic hot and cold water. In addition to the Work described above, the Contractor shall:
  - a) Dispose of all contents of these remaining systems in accordance with all applicable Laws, codes, statutes and regulations.
  - b) Cut and cap existing underground utilities within 5'-0" of the property line, in accordance with the World Trade Center Deutsche Bank Site drawings (Contract No WTC-404.251), with the locations and sizes to be shown and noted on the final annotated Contract drawings.
  - c) HVAC gases have not been evacuated and are part of the Work.

N. SPRINKLER

- 1) The existing system has been drained down and is abandoned. An existing dry standpipe shall remain in service a minimum of 2 floors below structural deconstruction activities. There are three separate connections: Albany Street,

Washington Street, and Greenwich Street. All connections at these locations are to have signs posted, directing FDNY to their locations.

#### O. ELECTRICAL

- 1) The Contactor shall be responsible to check for disconnection of all electrical, fire alarm, security, data and telephone services in the Building. The aforementioned may have been disconnected by LMDC under a previous contract. The disconnection ~~shall~~should be done in a phased method as the Building is being demolished in close coordination with the deconstruction and cleaning procedures. It is anticipated the deconstruction shall occur from the top of the Building down. A minimum 400-amp service is still active on all floors. Temporary lighting does exist throughout. In addition to the above, the Contractor shall be responsible for the following:
  - a) Electrical hookup and disconnection of the man/ material hoist.
  - b) Standby electrician for the duration of the environmental and deconstruction Work.
  - c) Install (if necessary) and maintain temporary power to existing power panels in the Building core until necessary to disconnect for the performance of this Work.
  - d) Maintain the top floor or top working floor, whichever applies, temporary lighting at all times from dusk to sunrise, so as to achieve visibility of the Building for any aircraft.

#### P. SCAFFOLD / HOIST(S) / SIDEWALK BRIDGING

- 1) LMDC has engaged the Scaffolding Contractor to erect the exterior scaffolding pursuant to a separate contract (the "Scaffolding Contract"). LMDC has given Contractor a copy of the Scaffolding Contract and the scaffolding plan prepared by the Scaffolding Contractor pursuant thereto); and by signing this Contract Contractor agrees that Contractor has reviewed and accepts and has no objection to the terms and conditions of the Scaffolding Contract and the scaffolding plan prepared by the Scaffolding Contractor. In the Contract Documents "scaffolding", unless otherwise specified, means all scaffolding erected and installed by the Scaffolding Contractor. If erection of the scaffolding is complete before the date of this Contract, Contractor shall be deemed by signing this Contract to have accepted and assumed responsibility for the scaffolding as set forth below. If erection of the scaffolding is not complete on the date of this Contract: (a) when the Scaffolding Contractor gives Contractor written notice to LMDC and Contractor that erection of the scaffolding is complete in accordance with the Scaffolding Contract, Contractor shall have ten working days in which to inspect the scaffolding and give written notice to LMDC and the Scaffolding Contractor if and to the extent the scaffolding was not erected in accordance with the requirements of the Scaffolding Contract. If and after the Scaffolding Contractor then cures and corrects any matters of which

LMDC or Contractor identify in the foregoing written notices, LMDC will then give written notice (the "Scaffolding Transfer Notice") to Contractor that Contractor is responsible for the scaffolding; and from and after the date of the Scaffolding Transfer Notice Contractor shall be responsible for, and shall accept and assume all responsibility for, the scaffolding and the maintenance, repair, insurance, and dismantling of the scaffolding, in accordance with the Specifications of this Contract. In the event of any dispute between or among LMDC, Contractor, and/or the Scaffolding Contractor as to whether the Scaffolding Contractor has completed erection of the scaffolding in accordance with the Scaffolding Contract, all parties shall accept the decision of the Interim Arbitrator, which (notwithstanding anything to the contrary in the Scaffolding Contract or in this Contract) shall be conclusive and binding on all of LMDC, the Scaffolding Contractor, and Contractor. For the avoidance of doubt, from and after the date of the Scaffolding Transfer Notice Contractor shall be responsible for all risk of loss to the scaffolding, whether by casualty or any other cause and shall treat the scaffolding as if it were part of the Building for all insurance, safety, health, and security issues and all other purposes of the Contract. An exception to the foregoing is that the Scaffolding Contractor remains responsible for maintenance and dismantling of the hoist, although Contractor will furnish and pay for all personnel to operate the hoist. See Specifications for more detail.

- 2) Alterations to the scaffold after the date of the Scaffolding Transfer Notice shall be the responsibility of the Deconstruction Contractor, including PE sign-off for same.
- 3) Dismantling (and final cleaning) of the scaffold shall be the responsibility of the Deconstruction Contractor.
- 4) All scaffolding components including construction netting, planking, supports, outriggers, protective platforms, etc., shall be thoroughly cleaned and dismantled by the Deconstruction Contractor. Scaffolding Contractor to provide all labor and trucking to remove scaffold components from the Site. Deconstruction Contractor shall coordinate with the Scaffolding Contractor. Deconstruction Contractor shall be responsible for maintaining condition and security of all scaffolding components until components are accepted by Scaffolding Contractor and removed from Site.
- 5) Maintenance:
  - a) The Deconstruction Contractor shall have the scaffolding inspected on a daily basis by their competent person. Any scaffolding needing corrective work shall be addressed immediately. A site log shall be maintained by the Contractor's competent person indicating daily scaffolding inspections. All necessary repairs and/ or rework of the scaffold, including moving, adjusting or altering ties and/ or supports to accommodate the ongoing work shall be the responsibility of the Deconstruction Contractor.

- 6) Scaffolding Contractor shall furnish and install new sidewalk bridging along the entire façade at Greenwich Street, Albany Street and Washington Street so as to comply with the requirements of Subchapter 19 of the NYC Building Code for Safety of Public and Property During Construction Operations.

#### **Q. EXTERIOR BUILDING WASHDOWN**

- 1) The dust and debris located on the exterior of the Building shall be cleaned via Building Washdown and shall be performed under Environmental (ACM) Protocols, as all exterior dust must be treated as ACM. The roof, building façade and North Face ground level scaffold area shall be cleaned in accordance with NYCDEP WTC Dust/Residue Roof & Façade Cleaning procedures provided in the NYSDOL Variance Decision File No. 05-0427, dated May 11, 2005 (Attachment #3). Scaffold Deconstruction Contractor shall be responsible for removal and proper off-site disposal of all wastes generated during the work.

#### **R. ADDITIONAL CONDITIONS AND PRECAUTIONS**

- 1) In order to further minimize the effects of the Work on surrounding areas, the Contractor shall:
  - a) Limit unnecessary idling of diesel-powered engines on site.
  - b) Locate diesel-powered exhausts away from fresh air intakes.
  - c) In accordance with applicable Legal Requirements, control dust related to construction site through a Soil Erosion Sediment Control Plan (See Specification Section 02020) that includes among other things:
    - i) Use of clean water as a suppressing agent during construction activities, i.e. misting, sprinkling, etc.;
    - ii) Utilization of Building exterior enclosure to contain dust by performing interior stripping prior to exterior enclosure removal and use of containment barriers around perimeter of floor while removing concrete slabs;
    - iii) A dust abatement program at grade where roll-off containers and trucks are loaded;
    - iv) All trucks leaving the site having tarps or other means of mitigating dust which might blow off of the debris during transit;
    - v) Adjustment for meteorological conditions as appropriate; and
    - vi) Truck wash station.

- d) Use best efforts to schedule deconstruction activities to avoid or minimize adverse impacts on surrounding areas.
- e) Use best efforts to coordinate deconstruction activities with other construction projects in surrounding area to minimize impact.
- f) Cooperate with LMDC's efforts in the coordination of Lower Manhattan construction, including attendance at meetings of the LMDC and the Lower Manhattan Construction Command Center.
- g) Work with LMDC to minimize interruption of access to cultural and historic sites.
- h) Cooperate with LMDC to develop a plan acceptable to the community to address issues relating to working hours.
- i) At LMDC's request, cooperate with, and participate in, public outreach and information sessions.
- j) At LMDC's request, promote public awareness through site signage.
- k) Ensure sufficient alternate street, Building, and station access during the deconstruction.
- l) At LMDC's request, assist LMDC in communicating with NYCDOT and other state, local and federal agencies.
- m) At LMDC's request, add reasonable professional appropriate signage for affected businesses or amenities.
- n) Use best efforts to reuse materials and resources.
- o) Use best efforts to promote environmentally-friendly operations and maintenance.
- p) Use best efforts to conserve water.
- q) Coordination with the work of the Scaffolding Contractor if applicable, and any other work being conducted on behalf of LMDC or the Port Authority of New York and New Jersey.
- r) Comply with Storm Water Management requirements. (Section 02010).
- s) Disconnection and proper capping of all utilities (including but not limited to those portions of all utilities located in crawl spaces) including, but not limited to:
  - i) Electricity.
  - ii) Gas.
  - iii) Water.

- t) Removal and capping of sanitary sewer lines and industrial waste lines including those portions under the cellar slabs in crawl spaces.
- u) Maintenance of fire protection and standpipe systems.
- v) Disposal of all equipment remaining in the Building and crawl spaces.
- w) Removal, handling and proper disposal of transformers known or presumed to contain PCB's (see Specification Section 02091).
- x) Removal and legal disposal of all deconstruction debris.
- y) Processing of uncontaminated concrete debris into particles of suitable size for use as backfill.
- z) Temporary bracing to insure the stability of all structures during deconstruction.
  - aa) Manifesting and documentation of legal disposal of all regulated and non-regulated material.
  - bb) Temporary enclosures and personnel safety measures.
  - cc) Clean Up.
  - dd) Compliance with all applicable Legal Requirements and LMDC requirements.
  - ee) Snow removal operations to commence immediately upon snow fall. This includes all but not limited to the following: sidewalks, sidewalk sheds, roads, streets, roof, working deck, working platforms on exterior scaffolding and sidewalk bridging, open environments in the Building during deconstruction, and entire perimeter as required.

## S. SALVAGE MATERIALS

- 1) Items of salvageable value to the Contractor must be cleaned, if necessary, in accordance with Legal Requirements and removed from the structure and Site as Work progresses. All salvaged items must be transported off the site as they are removed during deconstruction operations. All equipment must be disassembled so as rendered inoperable by whatever means and methods necessary such that the components of said equipment cannot be used for their original intended purpose. Contractor must provide sufficient documentation to confirm all equipment from the Building has been destroyed (i.e. Certificate of Discontinuance).
- 2) In certain instances salvaged items removed may be permitted to be stored on the site only upon receipt of prior written acceptance by LMDC in its sole discretion.

However, in no instance shall there be any auction, liquidation or sale activities on the Project site. Areas of any stored items shall also require advance written LMDC's approval in its sole discretion. See Specifications for limitation on salvage of equipment cut or removed from Building.

- 3) Salvage of materials is limited to solid non-porous items only.

#### T. RIGHT OF FIRST REFUSAL

- 1) LMDC shall have the right to purchase any or all scrap metal directly from the Contractor on a first refusal basis at the price (or prices) set forth in the Schedule of Values and/or Bid Form.

#### U. VERIFICATION OF INFORMATION

- 1) The Contractor is advised that the information shown on any drawings or sketches provided by LMDC or other parties is not guaranteed to be correct. Contractor is advised that it is Contractor's responsibility to inspect the Project to determine the accuracy of any such drawings or sketches.

#### V. LMDC FIELD OFFICE TRAILER: Contractor shall provide office trailer as per the following specifications.

- 1) The Contractor shall provide, at their expense one temporary office structure for the use of LMDC completely separate from any other office structures at a location approved by LMDC from the commencement of the Project until sixty (60) days after Final Completion of the Project.
- 2) Provide such office structure for the exclusive use of LMDC/ Owner's Representative(s).
- 3) Bear all costs in relation to the furnishings, construction and removal of such office structure.
- 4) Repair and refinish the area as directed by Owner's Representative.
- 5) Construct such office structure and furnish such office structure as required by the Contract.
- 6) Office shall be a minimum of 700 SF and is to include the following features (to be provided by Contractor):
  - a) Wash room, complete with flush toilet, wash basin, paper holder, medicine cabinet with mirror, and enclosed 6-gallon electric hot water heater.

- i) Flush toilet shall be supplied with either fresh water or a 2-tank system. One tank for fresh toilet fluid/ water, and one waste reservoir. Waste fluid is not to be recirculated.
  - ii) Toilet reservoirs are to be cleaned/ refilled twice per week by Contractor.
- b) Heater and air conditioner with thermostatic controls, to provide for inside temperature of 70° F.
- c) Closet and overhead cabinets.
- d) Electrical system complete with plug-in connector and three circuits protected by circuit breakers. Four 48" fluorescent lights, and one incandescent fixture (for wash room). Eight electric outlets and three pre-planned telephone outlets.
- e) Large aluminum windows and screens, aluminum doors with screens, and locks. All windows/ vision panels to be protected with exterior window guards. Doors to be secured with locking bar and pad-lock.
- f) Plan table 36" x 72", and plan rack.
- g) 2 desks (2 ½' x 5' minimum) and 2 office chairs.
- h) One (1) water cooler (and water supply as required) with hot and cold water outlets and refrigeration space as provided by Deer Park or approved equal.
- i) Legal size 4-drawer metal filing cabinet, suspension type provided with follower and rod.
- j) Fifty (50) vertical file guides and 50 manila folders.
- k) Items i. and j. above shall remain the property of the LMDC and be moved by the Contractor, when directed to LMDC's office.
- l) Six (6) folding chairs (with chain & lock).
- m) One approved dry chemical fire extinguisher, equal to twenty (20) pound CO<sub>2</sub> rating.
- n) Copy machine: Provide and maintain copy machine capable of copying sizes 8 ½" x 11" , 8 ½" x 14" , and 11" x 17". Provide supplies.
- o) Maintenance of office
  - i) Clean daily including removal and proper disposal of waste.
  - ii) Wash, when required, and at least once every week.
  - iii) Maintain 70 degrees temperature inside, during working hours.

- iv) Keep weatherproof and water-tight.
- v) Replace burned out fluorescent tubes.
  
- p) Provide Central Station Hookup Alarm System complete with door and window sensors, and motion detectors.

## W. LABOR REQUIREMENTS

- 1) This Contractor shall be responsible for all costs associated with labor required by collective bargaining agreement within the New York City area as stipulated through the trade associations or unions that have jurisdiction rights to this project. This shall include all overtime, shift time, and differential costs associated with each trade.
  
- 2) Labor requirements for this project shall include, but not be limited to the following:
  - a) Teamsters
  - b) Operating Engineers
  - c) Master Mechanics
  - d) Shop Stewards
  - e) Electricians
  - f) Elevator Operators
  - g) Hoist Operations
  
- 3) All costs associated with temporary facilities, communications, cell phones, offices, trailers, etc. shall be the responsibility of this Contractor.
  
- 4) This Contractor shall be responsible for all labor harmony and associated costs to maintain proper labor jurisdiction on the trades performing the Work. Contractor is advised that it must maintain labor harmony throughout the duration of the Project. All labor disputes, slowdowns, strikes and/or sympathy actions shall be the sole responsibility of the Contractor to resolve in order to maintain labor harmony.
  
- 5) It shall be the Contractor's responsibility to resolve all labor disputes immediately. Failure to resolve such incidents action and inactions which obstruct the work and impact the Project schedule shall be considered a breach of contract which may result in termination as per the conditions set forth in this Contract.

## X. WORK UNDER OTHER CONTRACTS

- 1) General: Cooperate fully with separate contractors so work on those contracts may be carried out smoothly, without interfering with or delaying work under this Contract. Coordinate the Work of this Contract with work performed under separate contracts.

- 2) Preceding Work: LMDC may award under a separate contract(s) for the following construction operations at Project Site. Those operations may have commenced before work under this Contract begins.
  - a) Exterior Scaffolding.
  - b) Rack & Pinion Hoist(s).
  - c) Sidewalk Bridging.
  - d) Exterior Netting Abatement and removal.
  - e) Site Security prior to the date of this Contract.
  - f) Decontamination Unit Maintenance prior to the date of this Contract.
  - g) General Building Maintenance (Elevators, Utilities) to be the responsibility of LMDC until the execution of the Deconstruction Contract, at which time these responsibilities shall then be transferred to the Contractor.

#### Y. USE OF PREMISES

- 1) General: Contractor shall have complete site responsibility prior to Final Completion, subject only to LMDC's right to have work performed or to retain other contractors on portions of Project.
- 2) NO Onsite Parking shall be Allowed.
- 3) Driveways and Entrances: Keep driveways (including the loading dock located at Washington Street) and entrances serving premises clear and available to LMDC, LMDC's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials. Do not block emergency access to "Viewing Area" at end of Washington Street or Gate 8 to Port Authority property. Access to these areas is to be maintained at all times.
  - a) Schedule deliveries to minimize use of driveways and entrances.
  - b) Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.

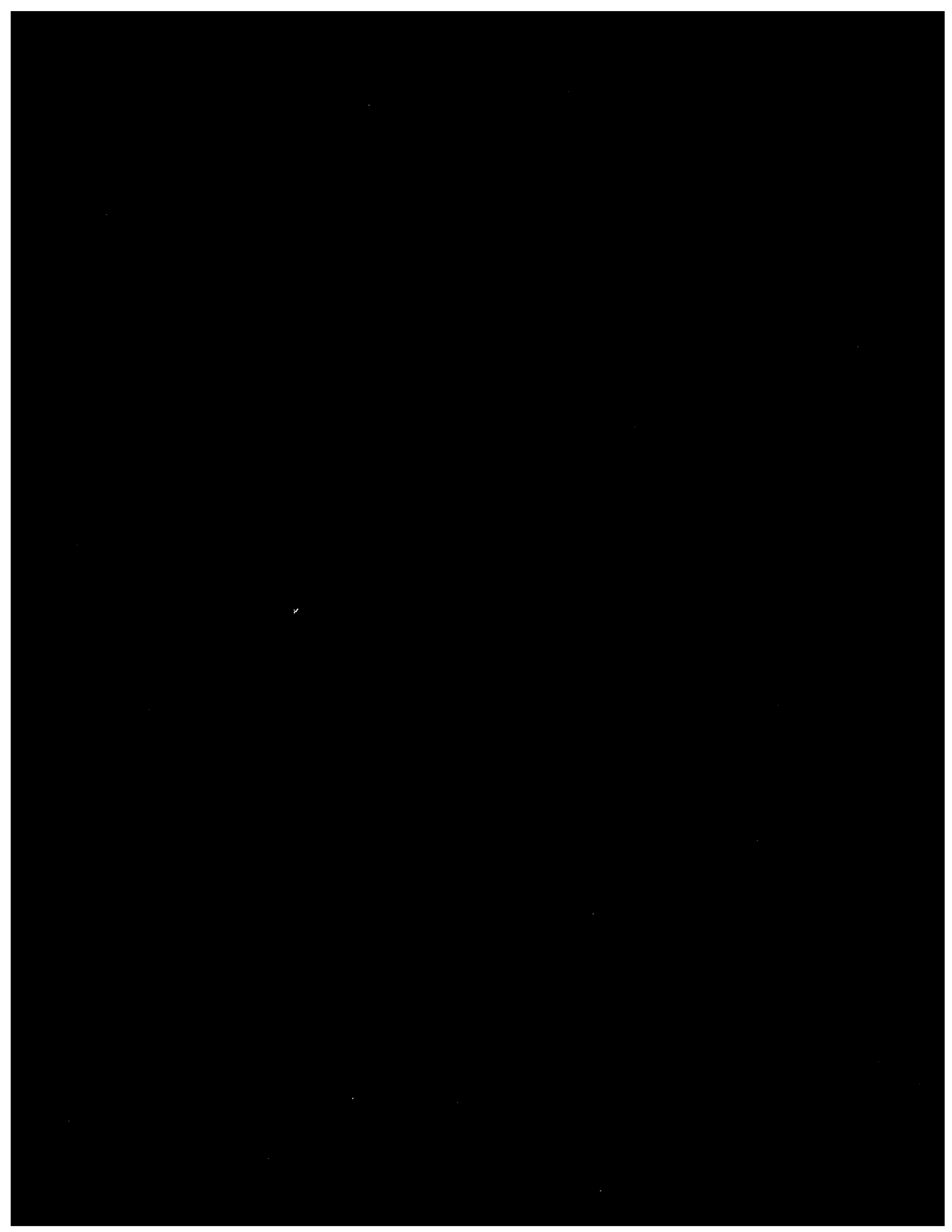
#### Z. WORK RESTRICTIONS

- 1) All Work shall be done during Normal Working Hours unless the Contractor requests authorization to Work in other than Normal Working Hours and such authorization is granted by LMDC. If other than Normal Working Hours is authorized by LMDC, the Work shall be done at no additional cost to LMDC. Any and all associated costs for after hours work, including LMDC's and Owner's Representative's expenses, operating engineers, teamsters, electricians, shop stewards, inspectors, etc., shall be borne by the Contractor. For purposes of this Contract, "Normal Working Hours" means 7:00 a.m. to 4:00 p.m., Monday through Friday, at times for which the Contractor has received the applicable work permits, but not on any New York State or Federal legal holiday or September 11.
- 2) Holidays are as follows:
  - a) New Years Day

- b) Memorial Day
  - c) Independence Day
  - d) Labor Day
  - e) Thanksgiving Day
  - f) Day after Thanksgiving Day
  - g) Christmas Eve
  - h) Christmas Day
  - i) New Years Eve
- 3) Consult with the City of New York for construction embargos or street closings.
- 4) LMDC shall impose a moratorium on Work creating excessive noise/vibrations during school testing days each year. Contractor shall factor this into the Project schedule and any such moratorium shall not constitute an Excusable Delay.

AA. SPECIFICATION CONVENTIONS

- 1) Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
- 2) Abbreviated Language: Language used in the Specifications and other Contract Documents is abbreviated. Words and meanings shall be interpreted as appropriate. Words implied, but not stated, shall be inferred as the sense requires. Singular words shall be interpreted as plural, and plural words shall be interpreted as singular where applicable as the context of the Contract Documents indicates.
- 3) Wherever it is said "Contractor shall be responsible", "Contractor shall provide", or words of similar import, the meaning shall be that Contractor shall do so at Contractor's cost and expense within the Lump Sum.
- 4) The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.



**BID FORM  
FOR  
LOWER MANHATTAN DEVELOPMENT CORPORATION  
CLEANING AND DECONSTRUCTION OF  
130 LIBERTY STREET NEW YORK, NEW YORK  
PROJECT #**

Bid of \_\_\_\_\_ (hereinafter "BIDDER") a corporation organized under the laws of the State \_\_\_\_\_.

Submitted to Lower Manhattan Development Corporation (hereinafter "LMDC" or "Owner").

I. The undersigned BIDDER proposes and agrees, if this Bid is accepted to enter into an agreement with LMDC in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Bid Price amount and within the Bid Times indicated in this Bid and times and otherwise in accordance with the other terms and conditions of the Contract Documents.

II. BIDDER accepts all of the terms and conditions of the Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for one hundred twenty days after the day of Bid opening. BIDDER will sign and deliver the required number of counterparts of the Agreement with the Bonds and other documents as required by the Invitation to Bid.

(A) BIDDER has examined and carefully studied the Invitation to Bid and Contract Documents and the following Addenda, receipt of which is hereby acknowledged: (List Addenda by Addendum Number and Date):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(B) BIDDER has attended the mandatory site visit and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance and furnishing of the Work;

(C) BIDDER is familiar with and is satisfied as to all Legal Requirements that may affect cost, progress, performance and furnishing of the Work.

(D) BIDDER has carefully studied all available reports of environmental conditions, explorations and/or tests of the Building (interior and exterior) as well as the subsurface conditions at or contiguous to the site(s) and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site. BIDDER acknowledges that such reports and drawings are not Contract Documents and may not be complete for BIDDER's purposes. BIDDER acknowledges that

Submitted by \_\_\_\_\_ Bidder \_\_\_\_\_

LMDC and Engineer ~~do~~ does not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Bidding Documents with respect to underground facilities at or contiguous to the site(s). BIDDER has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and underground facilities) at or contiguous to the site(s) or otherwise which may affect cost progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by BIDDER and safety precautions and programs incident thereto. BIDDER does not consider that any additional environmental examinations, investigations, explorations, tests, studies or data are necessary for the determination of this Bid for performance and furnishing of the Work in accordance with the times, price and other terms and conditions of the Contract Documents.

- (E) BIDDER is aware of the general nature of the Work to be performed by the Owner, and other contractors at the site that relates to Work for which this Bid is submitted as indicated in the Contract Documents.
- (F) BIDDER has correlated the information known to BIDDER, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.
- (G) BIDDER has given Owner written notice of all conflicts, errors, ambiguities or discrepancies that BIDDER has discovered in the Contract Documents and the written resolution thereof by Owner is acceptable to BIDDER, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.
- (H) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.
- (I) Words and phrases as defined in the Contract Documents have the same meaning in this Bid Form.
- (J) This Bid Form will become part of the Contract Documents if LMDC enters into the Contract with this Bidder.

Submitted by \_\_\_\_\_

Bidder \_\_\_\_\_

III. BIDDER will complete the Work in accordance with the Contract Documents for the following amounts:

- 1. **Mobilization (Not to Exceed 2% of Total Contract Amount – Line 10)** \$ \_\_\_\_\_
- 2. **Bonds & Insurance (N.T.E. 1 ½% of Total Contract Amount – Line 10)** \$ \_\_\_\_\_
- 3. **General Conditions (Not to Exceed 7% of Total Contract Amount – Line 10)** \$ \_\_\_\_\_
- 4. **Building Deconstruction**
  - 4a. **Exterior Building Façade Washdown** \$ \_\_\_\_\_
  - 4b. **Environmental Clean-up and Interior Demolition (Phase I)** \$ \_\_\_\_\_
  - 4c. **Level III Environmental Monitoring** \$ \_\_\_\_\_
  - 4d. **UPS Battery Removal** \$ \_\_\_\_\_
  - 4e. **Fire Suppression System Removal** \$ \_\_\_\_\_
  - 4f. **Removal of Window Washing Equipment from Roof** \$ \_\_\_\_\_
  - 4g. **Removal of Diesel Fuel from 39<sup>th</sup> Floor Day Tank.** \$ \_\_\_\_\_
  - 4h. **Structural Deconstruction (Phase II)** \$ \_\_\_\_\_
  - 4i. **Scaffold Dismantle** \$ \_\_\_\_\_
- 5. **Sitework (Include Interior Backfill of Building Footprint)** \$ \_\_\_\_\_
- 6. **Plumbing, HVAC, Electrical Demo including Refrigerant Recovery** \$ \_\_\_\_\_
- 7. **\*Forced Bid Closeout, Punchlist, Demobilization** \$ 500,000.00
- 8. ....SUBTOTAL \$ \_\_\_\_\_

Submitted by \_\_\_\_\_

Bidder \_\_\_\_\_

**9. Credit for Salvage Value of Material**

9a. Steel \$(\_\_\_\_\_)

9b. All Other \$(\_\_\_\_\_)

10. ....SUB TOTAL \$ \_\_\_\_\_

11. CONTINGENCY ALLOWANCE \$ 1,000,000.00

12. ....GRAND TOTAL \$ \_\_\_\_\_

GRAND TOTAL DECONSTRUCTION CONTRACTOR

\_\_\_\_\_ Dollars

Total Amount Written in Words  
Includes all Items above

- **Forced bid is the amount assigned by the Owner as a line item for closeout. Contractor's base bid costs for the project is to include the value of the Forced Bid closeout line item.**

**ALTERNATES**

Part 1 – General

1.1 SUMMARY

A. This Section includes administrative and procedural requirements for Alternates.

1.2 DEFINITIONS

A. Alternate: An amount proposed by the bidder and stated on the Bid Form for certain Work defined in the Contract Documents that may be added to or deducted from the Lump Sum amount if Owner decides to accept a corresponding change either in the amount of construction to be completed or in the products, materials, equipment, systems, or installation methods described in the Contract Documents.

1. The cost or credit for each Alternate is the net addition to or deduction from the Lump Sum to incorporate such Alternate in the Work. No other adjustments are made to the Lump Sum.

1.3 PROCEEDURES

A. Include as part of each Alternate, miscellaneous devices, accessory object, and similar items incidental to or required for a complete installation whether or not indicated as part of such Alternate.

Submitted by \_\_\_\_\_ Bidder \_\_\_\_\_

B. Add or Deduct Alternates may be designated by LMDC within 30 days after signing of the Contract. Immediately following award of the Contract, Bidder shall notify each party involved, in writing, of the status of each Alternate. Indicate if Alternates have been accepted, rejected, or deferred for later consideration. Include a complete description of negotiated modifications to Alternates.

C. Execute accepted Alternates under the same conditions as other Work of the Contract (i.e. selected Alternates will be added to or deducted from the Lump Sum).

D. A Schedule of Alternates is included below:

1. **Deduct Alternate No. 1** – Deduct Price for eliminating the use of Exterior Negative Pressure Tent Enclosures for removal of aluminum column covers and fascia.

\_\_\_\_\_ Dollars \$( \_\_\_\_\_ )  
Total Amount Written in Words

2. **Deduct Alternate No. 2** – Deduct Price for not providing Level III Air Monitoring.

\_\_\_\_\_ Dollars \$( \_\_\_\_\_ )  
Total Amount Written in Words

3. **Deduct Alternate No. 3** – Deduct Price for not providing Level II Air Monitoring and clearance sampling.

\_\_\_\_\_ Dollars \$( \_\_\_\_\_ )  
Total Amount Written in Words

4. **Deduct Alternate No. 4** – ~~Removal~~ Deduct Price for removal of loose equipment & materials from all Mechanical Areas/ Floors.

\_\_\_\_\_ Dollars \$( \_\_\_\_\_ )  
Total Amount Written in Words

5. **Deduct Alternate No. 5** – Deduct Price for removal and disposal of interior building materials containing Asbestos prior to September 11, 2001 (e.g., transite, floor tiles, pipe insulation, duct insulation).

\_\_\_\_\_ Dollars \$( \_\_\_\_\_ )  
Total Amount Written in Words

6. **Deduct Alternate No. 6** – Deduct Price removal and disposal of exterior building materials containing Asbestos present prior to September 11, 2001 (e.g., column covers, fascia, cooling tower transite).

\_\_\_\_\_ Dollars \$( \_\_\_\_\_ )

Submitted by \_\_\_\_\_ Bidder \_\_\_\_\_

**UNIT COST BID AMOUNTS (Do not include in totals above)**

These bid unit costs will be used in the event work is added or deleted and includes all labor, supervision, management, material, equipment, incidental work and all mark-ups necessary to fully execute the stated work to its completion. The Owner reserves the right to reject or negotiate any unit price. Contractor is responsible for submission of fair market unit prices for all items. Unit Prices shall be valid until project completion.

- 1. Unit Price for New or Rebuilt Sidewalk (Per SF-NYC/DOT Specs.) \$ \_\_\_\_\_
- 2. Unit Price for New Steel Faced Concrete Curb (Per LF-NYC/DOT Specs.) \$ \_\_\_\_\_
- 3. Unit Price for Additional Asphalt Top Course (Per Inch/Per SF-NYC/DOT Specs.) \$ \_\_\_\_\_
- 4. Unit Price for Asphalt Pavement (2" Thick Compacted Per SF-NYC/DOT Specs.) \$ \_\_\_\_\_
- 5. Unit Price for Chain Link Fence w/ Privacy Screening (Posts 8' on Center)
  - a. 8' High (Per LF) \$ \_\_\_\_\_
  - b. 10' High (Per LF) \$ \_\_\_\_\_
  - c. 16' High (Per LF) \$ \_\_\_\_\_
- 6. Unit Price for Hoist Operation (Per Week/ Per Hoist). \$ \_\_\_\_\_
- 7. Imported Select Fill (Price to include delivery, placement, compaction and grading). \$ \_\_\_\_\_
- 8. | v ----- Deleted: Environmental Unit Prices (To Be Provided Under Separate Cover)

All bid amounts must be held by the Contractor for 120 days from the date of the bid. In the event of a conflict in the Total Bid Amount between the written amount and the numerical amount, the actual total of the individual Bid Items shall take precedence.

- Note 1: Unit prices are subject to negotiations prior to Contract execution.**
- Note 2: Unit prices are to remain in effect for the length of the Contract.**
- Note 3: Hourly rates for Extra Work – for any Extra Work to be done on a time and materials basis, attach a schedule of current hourly rates that Bidder pays under its collective bargaining agreements.**

Submitted by \_\_\_\_\_ Bidder \_\_\_\_\_

Bid Form Addendum No. 6 – 7/7/05 6 6/20/05

IV. The Contractor shall identify below the applicable subcontractors, consultants, etc. All listed entities are subject to LMDC's approval.

LICENSED ASBESTOS ABATEMENT CONTRACTOR

State here the name, address, and telephone and New York license numbers of the asbestos removal contractor.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

LICENCED ASBESTOS TRANSPORTER

State here the name, address, telephone number and Registration number of the asbestos transporter.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

LICENSED ASBESTOS SUBTITLE D DISPOSAL FACILITY

All bidders are informed that the contractor must use a subtitle D landfill for all asbestos containing materials. This Contractor must coordinate all efforts for bidding purposes. Contractor must provide no more than (4) sites.

\_\_\_\_\_

\_\_\_\_\_

Submitted by \_\_\_\_\_

Bidder \_\_\_\_\_

STRUCTURAL ENGINEER (LICENSED IN NEW YORK STATE)

State here the name, address, and telephone number of the structural engineer who will provide professional engineering services for design of temporary shoring and bracing, concrete formwork, backfilling, structural stability analysis, monitoring of slab and steel, and demolition operations in removing structures.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

OTHER SUBCONTRACTORS, CONSULTANTS, ETC., INCLUDING M/W BE

WORK ITEM	SUBCONTRACTOR'S NAME
_____	_____
_____	_____
_____	_____

TRANSPORTER FOR TRASH/DEBRIS

State here the name, address, telephone number and state registration of the transporter.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SUBTITLE D DISPOSAL FACILITY FOR TRASH/DEBRIS

State here the name, address, telephone number and state registration of the disposal facility.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Submitted by \_\_\_\_\_ Bidder \_\_\_\_\_

TRANSPORTER FOR HAZARDOUS WASTE

State here the name, address, telephone number and state registration of the transporter.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SUBTITLE D DISPOSAL FACILITY FOR HAZARDOUS WASTE

State here the name, address, telephone number and state registration of the disposal facility.  
Contractor must provide no more than (4) sites.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ALL FACILITIES FOR DISPOSAL ARE SUBJECT TO LMDC APPROVAL

- V. BIDDER accepts the provisions of the Contract including all terms and conditions in the event of failure to complete the Work within the times specified.
- VI. Communications concerning this Bid shall be addressed to:

Mr. David Ridley,  
Project Manager, Memorial Cultural Civic Development  
Lower Manhattan Development Corporation  
1 Liberty Plaza, 20<sup>th</sup> Floor  
New York, NY 10006  
[dridley@renewnyc.com](mailto:dridley@renewnyc.com)  
Fax: (212) 962-2431

Submitted by \_\_\_\_\_ Bidder \_\_\_\_\_

VII. PRICE GUARANTEE

The prices stated in this proposal are guaranteed for 120 (one hundred twenty) days from the bid due time, and if authorized to proceed within that period, we will agree to complete the Work covered by this proposal at said prices.

Submitted on \_\_\_\_\_, 2005.

Name of Bidder: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_

Signature

Name and Title: \_\_\_\_\_

Contractor's License No.: \_\_\_\_\_

Contractor's Federal ID No.: \_\_\_\_\_

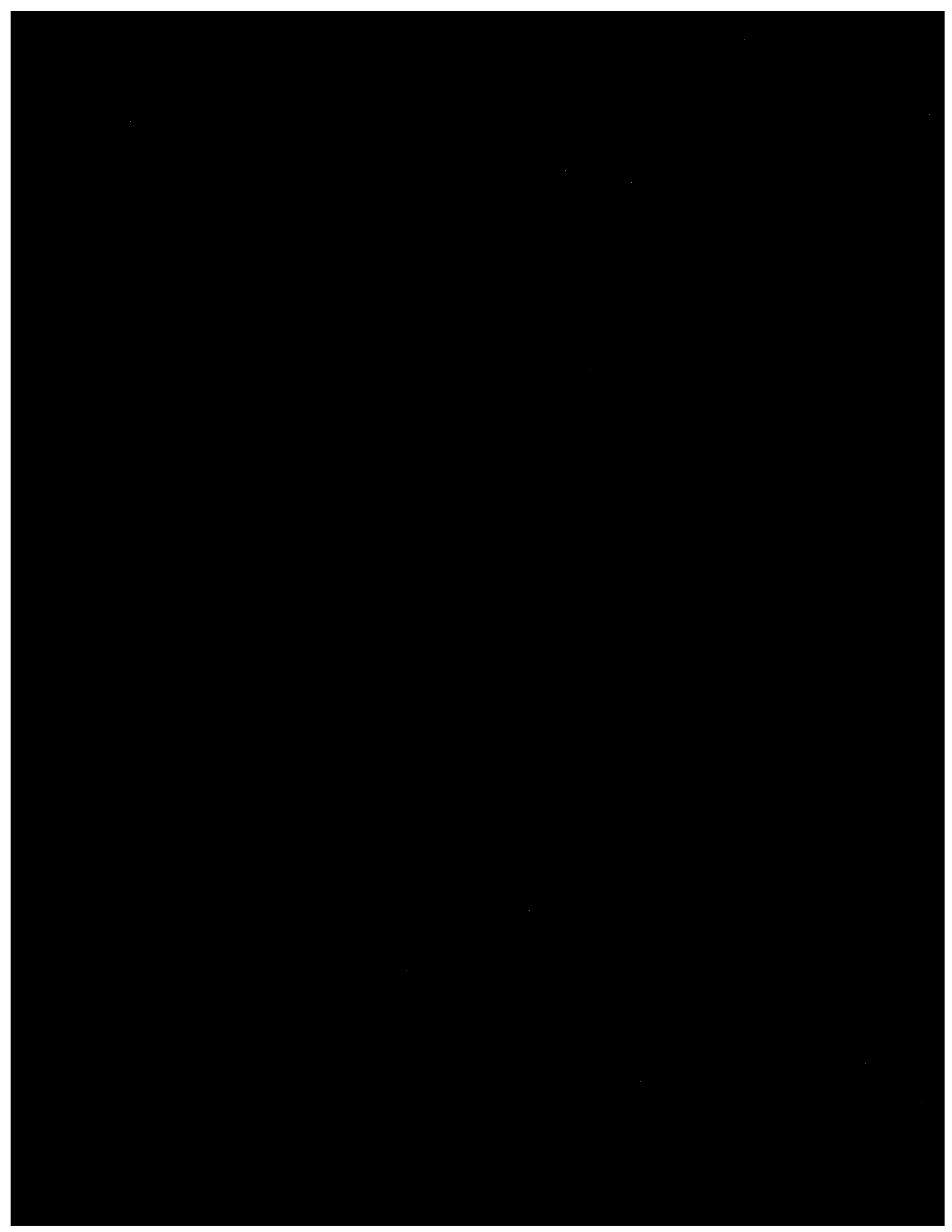
Telephone No. \_\_\_\_\_

Fax No. \_\_\_\_\_

Dunn and Bradstreet No. \_\_\_\_\_

Submitted by \_\_\_\_\_

Bidder \_\_\_\_\_



## SECTION 01311 – CRITICAL PATH METHOD SCHEDULING

### PART 1 - GENERAL

#### 1.1 ~~REQUIREMENTS INCLUDED~~ SUMMARY

~~A.1.2~~ Description.

~~B.1.3~~ Definitions.

~~C.1.4~~ Computer Scheduling System.

~~D.1.5~~ Qualifications of Personnel.

~~E.1.6~~ Preparation Guidelines for CPM Schedules.

~~F.1.7~~ Submittal and Review Process.

~~G.1.8~~ Maintenance and Update of the CPM Schedule.

~~H.1.9~~ Project Schedule Revisions.

~~I.1.10~~ CPM Schedule Recovery.

~~J.1.11~~ Time Impact Analysis for Changes, Delays and Contractor Requests.

~~K.1.12~~ \_\_\_\_\_ General.

~~L.1.13~~ Payment.

1.14 Submittal Schedule

#### 1.2 DESCRIPTION

- A. The Contractor shall at its own expense, prepare, maintain and update detailed Critical Path Method (CPM) resource-loaded progress schedules (hereinafter "CPM Schedule") as described in this Section. CPM Schedules shall be prepared in such a manner as to permit the orderly planning, organization, execution of the ~~work~~ Work, and be sufficiently detailed to accurately depict all the Work required by the Contract. The CPM Schedules shall be updated and/or revised as required, after review by LMDC, no less than once a month during the course of the Work, and shall accurately reflect and report the actual performance and progress of the Work in accordance with the requirements set forth in "Maintenance and Update of the CPM Schedule". All references in these Specifications to "Schedule", "Progress Schedule" or "Work Schedule" shall mean the CPM Schedule.
- B. Contractor's attention is directed to the schedule demands of this Project. LMDC anticipates accelerated work schedule to meet same and Contractor should include all costs associated with meeting or exceeding the delivery and completion date requirements (i.e. extended shifts, 2<sup>nd</sup> shifts, weekends, holidays) ~~to avoid damages~~. Contractor is to meet or exceed required

completion dates regardless of the restrictions. All associated costs associated ~~are to be inclusive in the amount stipulated on the Contractor's bid~~ included in the Lump Sum.

- C. Contractor must be fully prepared to mobilize and staged to actively work as detailed on the Milestone dates, therefore all submittals, schedules, permits, notifications, protocols, etc. must be expedited and approved prior to commencement of cleaning or structural deconstruction of the Work.

### 1.3 Definitions

- A. Activity: A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the Project. Activities included in the Project Schedule consume time and resources.

1. Critical activities are activities on the critical path. They must start and finish on the planned early start and finish times.
2. Predecessor Activity: An activity that precedes another activity in the network.
3. Successor Activity: An activity that follows another activity in the network.

- B. Cost Loading: The allocation of the Schedule of Values for the completion of an activity as scheduled. The sum of costs for all activities must equal the total Lump Sum, unless otherwise approved by LMDC.

- C. CPM: Critical path method, which is a method of planning and scheduling a construction project where activities are arranged based on activity relationships. Network calculations determine when activities can be performed and the critical path of Project.

- D. CPM Schedule (or Project Schedule): The Schedule prepared in accordance with Section 1.6, as updated in accordance with this Section 01311.

- ~~D.E.~~ Critical Path: The longest connected chain of interdependent activities through the network schedule that establishes the minimum overall Project duration and contains no float.

- ~~E.F.~~ Event: The starting or ending point of an ~~activity~~ Activity.

- ~~E.G.~~ Float: The measure of leeway in starting and completing an ~~activity~~ Activity.

1. Float time is not for the exclusive use or benefit of either Owner or Contractor, but is a jointly owned, expiring Project resource available to both parties as needed to meet ~~schedule~~ milestones and the Final Completion Date.
2. Free float is the amount of time an activity can be delayed without adversely affecting the early start of the successor activity.
3. Total float is the measure of leeway in starting or completing an activity without adversely affecting the Final Completion Date.

- ~~G.H.~~ Fragnet: A partial or fragmentary network that breaks down activities into smaller activities for greater detail.

- ~~H.I.~~ Major Area: A story of construction, a separate building, or a similar significant construction element.

I.J. Milestone: A key or critical point in time for reference or measurement.

J.K. Network Diagram: A graphic diagram of a network schedule, showing ~~activities~~ Activities and ~~activity~~ Activity relationships.

K.L. Resource Loading: The allocation of manpower and equipment necessary for the completion of an ~~activity~~ Activity as scheduled.

#### 1.4 COMPUTER SCHEDULING SYSTEM

A. The Contractor shall utilize a computer scheduling system that is capable of complying with the resource requirements of these specifications and designed specifically for the production of CPM Schedule computer reports, which will validate the detailed logic networks and provide the required schedule analysis and supporting documentation for progress payments. The computer scheduling system shall be Primavera Project Planner, latest issue or equivalent.

#### 1.5 QUALIFICATIONS OF PERSONNEL

A. The Contractor will engage, at the Contractor's own expense, a qualified CPM ~~Scheduling scheduling~~ scheduling consultant (hereinafter "Scheduling Consultant"), ~~to be approved~~ to be approved by LMDC, to assist in the preparation and production of the CPM Schedule. The Contractor may perform these services with the Contractor's own organization if the qualifications of assigned staff are approved by LMDC.

B. The Scheduling Consultant, or the Contractor's assigned staff, shall provide the following:

1. The name and address of the proposed Scheduling Consultant, if used.
2. Information sufficient to show that the proposed Scheduling Consultant, or the Contractor's own organization, has staff and computer facilities meeting the criteria specified in this Section.
3. A list of at least three (3) projects completed within the past ten (10) years of similar scope and cost to this Project for which the proposed consultant, or Contractor's own organization, or staff thereof has performed services similar to those required under this Contract. The Contractor shall also submit any other pertinent information required by LMDC. LMDC shall have the right to approve or disapprove employment of the consultant proposed, or the performance of the requirements herein by the Contractor's own organization.

#### 1.6 PREPARATION GUIDELINES FOR CPM SCHEDULES

A. The CPM Schedule shall represent a practical plan to complete the Work within the required time(s) for completion, as ~~defined set forth~~ defined set forth in the Contract Documents.

1. A CPM Schedule showing completions later than those specified in the Contract Documents will not be accepted.
2. Schedules found to be impractical by LMDC, at ~~his~~ LMDC's sole discretion, shall be revised and resubmitted by the Contractor.

3. ~~Float is defined as the amount of time between the early start date and the late start date, or the early finish date and the late finish date, of any activity in the project schedule. Total float is defined as the amount of time any given activity or path of activities may be delayed before it will affect the project completion time. Float is not time for the exclusive use or benefit of either LMDC or the Contractor, but must be used in the best interest of completing the Project on time. Extensions of time for performance required under the Contract Documents, if granted pursuant to the Contract, will be granted only to the extent that the time adjustment exceeds total float in the activity-Activity or path of activities-Activities affected at the time the extension of time was granted.~~
- B. The CPM Schedule shall show the sequence and interdependence of submittals, material procurement, construction activities and phasing as described in Annex 6 and elsewhere in the Contract Documents, and shall specifically include as a minimum:
1. The start and completion of all items of the Work, their major components and ~~milestone~~ Milestone completion dates, if any.
  2. Submittals and material procurement activities including, but not limited to:
    - a. Shop Drawings, Catalog Cuts & Samples
    - b. Steps required to obtain necessary permits
    - c. Inspections/Surveys
    - d. Safety Plans
    - e. Temporary Facilities & Utilities
    - f. Project Record Documents
    - g. Operations & Maintenance Manuals
  3. These activities in the CPM Schedule shall indicate the following:
    - a. Time of submittals, review and acceptance by LMDC.
    - b. Time of fabrication and delivery of manufactured products.
    - c. The relationship between procurement and construction activities.
  4. Activities for the preparation and submission of as-built documentation.
  5. Activities relating to the start-up and testing of equipment and/or systems for completion of punch list items and training of personnel.
  6. All the relationships to Work of other ~~Contractors~~contractors, which affect the Work to be per-formed under this Contract.
- C. The CPM Schedule shall:
1. Be sufficiently detailed to assure adequate planning, execution and progress evaluation of the Work within Contract time(s) for completion. Activities shall generally range in duration from fourteen (14) calendar days or as deemed reasonable by LMDC, based on complexity and criticality of the tasks involved. An exception may be made for procurement items that may have a duration which starts with the approval of shop drawings and ends with delivery of the item to the Project construction-site. The selection and number of ~~activities-Activities~~ will be subject to the approval of LMDC. The diagram shall show not only the ~~activities-Activities~~ of actual ~~construction~~ work for each trade category of the project, but also all other ~~activities-Activities~~ that affect progress, such as including submittal of shop drawings, equipment schedules, samples, coordination

drawings, templates, fabrication, delivery and the like, LMDC's review and approval of shop drawings, equipment schedules, samples and templates, and the delivery of Owner-furnished equipment or partition drawings, or both. Show ~~activity-Activity~~ duration (i.e., the single best estimate, considering the scope of the ~~activity-Activity~~ and the resources planned for the ~~activity-Activity~~) for each ~~activity-Activity~~ on the diagram. Failure to include any element of Work required for the performance of this Contract shall not excuse the Contractor from completing all Work required within any applicable completion date, notwithstanding LMDC's approval of the schedule.

2. Allow for monitoring and evaluation of progress in performance of the Work.
3. The CPM submittal shall be in the form of Precedence Diagramming Method (PDM).
  - a. The ~~activities-Activities~~ shall include:
    - 1) Activity identifier - Maximum length of 8 characters.
    - 2) Concise description of the Work.
    - 3) Duration in calendar days.
    - 4) The dollar value of each ~~activity-Activity~~ in the schedule for cash flow purposes.
    - 5) Resources for each ~~activity-Activity~~ to include:
      - a) Average labor crew size estimated to install material.
      - b) Major equipment needed to support installation.
    - 6) Responsibility code; identifying who performs the Work by trade.
    - 7) Other codes as designated by LMDC.
    - 8) Include ~~milestone-Milestone activities-Activities~~ as designated by LMDC.
  - b. The network diagram shall show continuous flow from left to right.
4. Identify workdays per week and shifts per day that the Contractor intends to perform Work.
5. Include time for LMDC to review submittals in accordance with Section 01330 - Submittals herein and inspect the Work.
6. Identify ~~activities-Activities~~ constituting the controlling operations or Critical Path.

D. The CPM Schedule shall constitute the representation that:

1. The Contractor and Subcontractors plan to execute the Work in the sequence indicated in the schedule.
2. The Contractor has distributed the CPM Schedule to ~~his-its~~ subcontractors for their review and comment. It shall be the Contractor's responsibility to obtain each Subcontractor's written approval and/or concurrence with the CPM Schedule. If a Subcontract has not been awarded for a certain portion of the Work when the CPM Schedule is submitted, the Contractor will modify the CPM data to reflect any changes resulting from the new subcontractual arrangement through the procedure outlined in Section 1.8-9 herein, "PROJECT SCHEDULE REVISIONS."
3. All elements of Work required for the performance of the Contract shall be included. Failure by the Contractor to include any element of Work required for performance of the

Contract shall not excuse the Contractor from completing all Work in accordance with specified ~~M~~milestones.

4. Seasonal weather conditions shall be considered and included in the planning and scheduling of all Work influenced by high and low ambient temperatures and/or precipitation to ensure completion of all Work in accordance with specified ~~milestones~~Milestones. Seasonal weather conditions shall be determined by an assessment of average historic climatic conditions based upon records furnished by the National Oceanic and Atmospheric Administration (NOAA).
  5. The Contractor has inspected the Project site and has considered the Work of other contractors.
  6. The Contractor has incorporated any other special conditions in planning the Work such as specified non-work periods or ~~work~~Work to be performed during other than Normal Working Hours.
- E. The Contractor will be required to identify and separately code all ~~schedule a~~Activities that may be affected by Work in areas of shared access. The Contractor shall provide a separate submission of a CPM Schedule for all coded activities on a monthly basis. The CPM Schedule shall be organized in the order of early start and shall reflect the Contractor's planned start dates and total float for each tagged activity. Meetings will be held as necessary to coordinate ~~activities~~Activities in common work areas. The Contractor shall provide an individual fully versed in the details and schedule requirements of the Work to attend these meetings. Activities that are determined to be in conflict with interfacing Contract ~~activities~~Activities will be identified and coordinated at these meetings.

#### 1.7 SUBMITTAL AND REVIEW PROCESS

- A. The CPM Schedule for the entire duration of the Project, with full resource loading, is due 30 calendar days after AWARD of the Contract. LMDC may withhold all or a portion of the progress payments until the Contractor submits a complete CPM Schedule acceptable to LMDC.
- B. For the CPM Schedule submittals and each of the ~~schedule~~Schedule ~~update~~Update submittals, the Contractor shall provide the following "CPM reports":
  1. Schedule Reports (copies as required) - includes detailed ~~activity~~Activity information relating to early start, early finish, late start, late finish, total float, original duration, remaining duration, actual start, actual finish, percent completion, and resource usage.
    - a. Activity Report - all ~~activities~~Activities sorted by ~~activity~~Activity identifier.
    - b. Critical Path Report - ~~activities~~Activities with percent complete less than 100%, sorted by Total Float, then by Early Start.
    - c. Early Start Report - all ~~activities~~Activities sorted by Actual/Early Start.
    - d. Activity sort by Trade - early start date - total float.
    - e. Total Float report: A list of all ~~activities~~Activities sorted in ascending order of total float.
  2. Cash Flow - all ~~activities~~Activities, using the Early Start schedule, by month.

3. Graphic displays each of the complete Project Schedule - including time display from the beginning to the completion of the Work.
    - a. Network Diagram - all ~~activities~~ Activities on a time scaled diagram displaying each ~~activity~~ Activity number, description and Total Float.
    - b. Summary Bar Chart.
  4. Computer Files - two copies of all CPM Schedules in an electronic readable format capable of being read by Primavera Project Planner ("PRX" or "P3") on CD. Each Schedule Update, Schedule Revision or Time Impact Analysis must be an individual data file to allow target data comparisons with other CPM submittals.
  5. A detailed narrative explaining the Contractor's means and methods, progress to date, productivity rates, equipment to be used, factors affecting the Work and details of all changes to the Project Schedule.
- C. LMDC will review the Contractor's proposed baseline CPM Schedule and Schedule Update submittals and return them to the Contractor with comments or acceptance within 14 calendar days. If not accepted by LMDC, the Contractor shall revise the CPM Schedule or Schedule Update in accordance with LMDC's comments, and resubmit for LMDC's acceptance, within 7 calendar days of the receipt by the Contractor of LMDC's comments. Until such time as LMDC grants acceptance, the Contractor shall resubmit these CPM Schedules and Schedule Updates by the same time frames and in the same format as required in this paragraph for the initial resubmission. LMDC's approval of a CPM Schedule or a Schedule Update shall not be deemed an approval of any extension of time, which are governed by Article 12 of the General Conditions.
- D. The Contractor shall certify that both the CPM Schedule and subsequent Schedule Update submittals correctly represent the sequence, means, methods, techniques and procedures in which it plans to execute the Work, and the actual execution of the Work.
- E. At the discretion of LMDC, the Contractor's applications for payment may either be withheld or modified due to the Contractor's failure to submit an acceptable CPM Schedule within the stated number of calendar days from AWARD of the Contract, or to the lack of acceptance by LMDC of such CPM Schedule or subsequent Schedule Update submittals, in accordance with this Section.

#### 1.8 MAINTENANCE AND UPDATE OF THE CPM SCHEDULE

- A. LMDC shall conduct a monthly progress meeting attended by representatives of the Contractor, Scheduling Consultant or Contractor's assigned staff for scheduling, LMDC, and others as deemed necessary by LMDC. The focus of the meeting is to assess Project status and develop solutions to items hindering progress. The attendees shall review:
  1. Progress during the period.
  2. Progress scheduled during the next period, as forecasted and as originally planned.
  3. Anticipated problems and proposed solutions.
  4. Discussion of each of the logic revisions to the CPM Schedule.
  5. Analysis and discussion of alternative methods to mitigate accumulated delays.
- B. At the monthly progress meetings the Contractor shall submit to LMDC for review a detailed 6 week look ahead bar chart Progress Schedule from the current CPM Schedule.

- C. LMDC will prepare (~~or cause to be prepared~~) meeting notes summarizing schedule status, problems hindering progress and actions to be taken to maintain planned progress (action item list designating action, person responsible, and date action to be taken).
- D. Within 5 days of the conclusion of the monthly progress meeting, the Contractor shall submit, based on the schedule status information discussed and accepted at the monthly progress meeting, an updated CPM Schedule (a "Schedule Update"). Reported progress for each affected ~~activity~~ Activity will include:

Actual Start Date

Actual Finish Date (for completed ~~activities~~ Activities)

Remaining Duration (for Activities in progress)

Percent Complete

Calculations for the updated schedule must be based on retained logic.

Each Schedule Update submission will include all materials as described in Section 1.5-7 herein.

- E. As frequently as deemed necessary, LMDC may require, at no additional cost to LMDC, the Contractor to expand in further detail any part of the Schedule Update or the CPM Schedule in order to explain and demonstrate the ~~construction-Work~~ sequence forecasted therein. This expanded CPM Schedule shall be in sufficient detail and shall comply with the following requirements:
1. Be in CPM format
  2. Identify the Work being performed
  3. Be submitted within 15 calendar days from receipt of LMDC's request

In order to complement the information provided in these expanded/detail schedules the Contractor may also be requested to prepare and submit marked-up drawings such as cross sections, profiles and plan views of the area under analysis.

## 1.9 PROJECT SCHEDULE REVISIONS

- A. Updating the CPM Schedule to reflect actual progress made to the date of a Schedule Update shall not be considered revisions to the CPM Schedule. All other changes to the CPM Schedule, including but not limited to the following, shall be considered a "Schedule Revision":
1. Adding and/or deleting ~~activity-Activity~~ relationships.
  2. Adding and/or deleting ~~activities~~ Activities.
  3. Changes to original durations.
  4. Changes to Milestone dates.
  5. Performance of Work out of sequence.
- B. If, as a result of the monthly Schedule Update, it appears the CPM Schedule no longer represents the actual prosecution and progress of the Work, LMDC will request, and the Contractor shall submit, a revision to the CPM Schedule in accordance with Article 1.7-8 herein.

- C. All revisions shall be subject to review and approval by LMDC prior to incorporation into the CPM Schedule.

#### 1.10 CPM SCHEDULE RECOVERY

- A. Whenever the Contractor fails to achieve a Milestone established in the Project Schedule, or the Contractor's progress is not commensurate with that required to adhere to the Final Completion Date or Milestone(s), the Contractor shall promptly undertake appropriate action at no additional cost to LMDC to recover the CPM Schedule.
- B. The Contractor shall submit with the next application for payment (following recognition of the problem) a written recovery statement to LMDC describing the cause for the slippage and the actions planned by the Contractor to recover the CPM Schedule within the shortest reasonable time.
- C. Appropriate recovery actions may include, but not be limited to, assignment of additional labor, subcontractors or equipment shift or overtime work, expediting of submittal or deliveries, or any combinations of them. Overlapping of activities or sequencing changes to increase activity concurrence shall be deemed appropriate only if properly substantiated in the submittal.
- D. The Contractor's refusal, failure or neglect to take appropriate recovery action or to submit a written recovery statement shall constitute reasonable evidence that the Contractor is not prosecuting the Work, or separable part, with the diligence that will insure its completion by the Final Completion Date, and shall constitute sufficient basis for LMDC to withhold any payment otherwise due, or identify and order alternate recovery actions on the basis of the information in the CPM Schedule.

#### 1.11 TIME IMPACT ANALYSIS FOR CHANGES, DELAYS AND CONTRACTOR REQUESTS

- A. When changes are initiated or delays are experienced, or the Contractor, in accordance with Article 1.8-9 herein, desires to revise the CPM Schedule, the Contractor shall submit to the LMDC as part of the documentation required by Article 12 of the General Conditions (if Contractor is seeking an extension of time for an Excusable Delay), a written time impact analysis illustrating the influence of each change, delay, or Contractor request on any Milestone (a "Time Impact Analysis"). Each Time Impact Analysis shall include a Fragmentary Network (Network Analysis) demonstrating how the Contractor proposes to incorporate the change, delay or Contractor request into the CPM Schedule. The Time Impact Analysis shall demonstrate the time impact to each and every affected Activity in the CPM Schedule utilizing the most recent Schedule Update as the basis for the analysis. The date of the most recent Schedule Update shall be a date prior to the earlier of (i) the date the change is given to the Contractor, (ii) the date the delay occurred or (iii) the date the Contractor submits a request for a change. The event time used in the Time Impact Analysis shall be included in the most recent Schedule Update or as adjusted by mutual agreement. The Time Impact Analysis shall include a computer diskette which shall contain the details of the change including, but not limited to, added, changed or deleted data for Activities, logic restraints, resources or costs.
- B. Activity delays shall not necessarily mean that an extension of any Milestone is warranted or due the Contractor—all such matters are governed by Article 12 of the General Conditions. A change or delay may not affect existing critical Activities or cause non-critical Activities to become critical. A change or delay may result in only absorbing a part of the available total

float that may exist within an Activity chain of the Network, thereby not causing any effect on any Milestone.

~~C. Total float is defined as the amount of time between the early start date and the late start date, or the early finish date and the late finish date, for each and every activity in the CPM Schedule. Float is not for the exclusive use or benefit of either LMDC or the Contractor.~~

~~D.C.~~ Four copies of each Time Impact Analysis shall be submitted within 10 calendar days after the commencement of a delay or the notice of direction for a change is given to the Contractor, along with the documentation required by the General Conditions.

~~E.D.~~ In cases where the Contractor does not submit a Time Impact Analysis within 10 calendar days, the Contractor agrees that the particular change, delay or Contractor request does not require an extension of time to a Milestone, and the Contractor hereby waives its right to subsequently request a time extension.

~~F.E.~~ Upon ~~acceptance~~ approval by LMDC, a copy of the Time Impact Analysis approved by LMDC shall be returned to the Contractor, and incorporated into the CPM Schedule at the next monthly Schedule Update. The Time Impact Analysis shall be incorporated into and attached to any relevant Change Order(s) and requests for extensions of time.

#### 1.12 GENERAL

A. The Contractor's attention is specifically directed to the fact that submission and acceptance of the CPM Schedule as well as ~~CPM Schedule progress~~ updates are required for LMDC to certify the approximate amount of Work performed by the Contractor.

B. Neither the review nor acceptance of the Contractor's CPM Schedule or other data submitted by the Contractor pursuant to this Section, nor any other action on the part of LMDC under this Section shall in any way be deemed as a representation by LMDC that the Contractor can or will be permitted to follow a particular schedule or sequence of operations or that, by following any such schedule or sequence, ~~he Contractor~~ can or will complete the Work by the time(s) required by the Contract or by any other time(s). Nor shall the acceptance of any CPM Schedule, Schedule Update or other such data relieve the Contractor of ~~his~~ its obligation to complete the Work by the time(s) required in the Contract, even though such CPM Schedule ~~approved approval~~ may be inconsistent with such ~~completion~~ Milestones.

C. Any ~~acceptance approval~~ under this Section shall be construed merely to mean that LMDC knew of no good reason at that time to object thereto. No review or ~~acceptance approval~~ or any other action under this Section shall be construed to constitute an extension of the Final Completion Date, nor shall limit, affect or impair the Contractor's obligation to perform all the Work by time(s) required by the Contract and in accordance with all other provisions of the Contract.

D. The performance of the Work by the time(s) required in the Contract after taking into account extensions to which the Contractor may be ~~entitled granted pursuant to~~ under the Contract, may require the use by the Contractor of overtime labor, additional shifts or additional plant and equipment and/or other measures. In any event, the Contractor shall anticipate, avoid and mitigate the effects of all delays, whether or not such delays involve Excusable Delays or Activities with positive float. When in the judgment of ~~the Contracting Officer~~ LMDC, the Work is not proceeding in accordance with the CPM Schedule, or it is likely that the Work

might not be completed by the time(s) required in the Contract, ~~the Contracting Officer~~ LMDC may order the Contractor, without additional compensation, to employ additional shifts, to increase the number of men employed, to use additional plant or equipment, or to take such steps as may be necessary or required to assure the completion of the various operations within the time(s) allotted therefore in the approved CPM Schedule, or by the aforesaid completion time(s).

No action on the part of the Contractor pursuant to this Section shall be construed as a request for an extension of the time(s) for completion ~~required except where Contractor complies with the requirements set forth in~~ by the Contract. A request for an extension of time shall be deemed made only if it complies with the requirements of the General Conditions. No extension of the time(s) for completion shall be inferred because of any action, failure to act, or statement on behalf of LMDC pursuant to this Section.

#### 1.13 PAYMENT

- A. No separate payment will be made for Work under this Section. The cost of Work described in this Section shall be included in the Lump Sum.

#### 1.14 SUBMITTAL SCHEDULE

- A. General: Immediately after the development and acceptance of the fully developed CPM Progress-Schedule, Contractor shall prepare a complete schedule of work-related submittals. Contractor shall ~~submit~~ this schedule within ten (10) days of the date required for establishment of ~~Progress-CPM~~ CPM Schedule.
- B. Form: Prepare the schedule in chronological order of submittals. Show category of the submittal, name of subcontractor, a generic description of work covered, related section numbers, the activity or event number on the Progress Schedule, the scheduled date for first submittal, resubmittal, and the final release or approval by LMDC.
- C. Schedule submissions to insure that submissions will be without concentrations, in time to enable LMDC to retain same for review in the scheduled period of time. LMDC shall review the submittal for possible excessive submittal concentrations. Periods of excessive submittal concentrations identified by LMDC shall be rescheduled in accordance with LMDC's requirements.
  1. Submit the ~~Schedule~~ schedule of Submittals, keyed to the CPM Schedule.
  2. Provide time in the CPM Schedule for resubmission of all submittals.
  3. Create and manage a priority system to establish the proper priority of submittals based upon the original and updated ~~Progress-CPM~~ CPM Schedule. Update the priority system every two weeks.
  4. Identify the submission time required for each individual submittal, giving greater time to more complicated submittals and/or submittals or greater magnitude and review time. Subdivide large submittals into smaller packages for review.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 01311

## SECTION 01320 - DECONSTRUCTION PROGRESS DOCUMENTATION

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. This Section includes administrative and procedural requirements for documenting the progress of the performance of the Work, including the following:
1. Contractor's Deconstruction Schedule.
  2. CPM Reports
  3. Submittals Schedule.
  4. Daily Construction Reports.
  5. Field Correction Reports.
  6. Unusual Events Report.
  7. Monthly Reports
- B. This section of the specification is to be executed in conjunction with section 01311. Should a conflict arise between these 2 sections, or any other part of the specification, the more stringent requirement shall apply.

#### 1.2 SUBMITTALS

- A. Qualification Data: For Scheduling Consultant. See Section 01311 for requirements
- B. Contractor's Deconstruction Schedule: Submit eight (8) copies of schedule, large enough to show entire schedule for entire deconstruction period.
1. Submit Preliminary Project Schedule
  2. Submit monthly updates throughout the duration of the project as noted.
  3. With each submission, in addition to hard copies submit an electronic copy of schedule, using Primavera (P3- PRX) software, via E-Mail and on CD-R, and labeled to comply with requirements for submittals. Include type of schedule (Initial or Updated) and date on label.
- C. CPM Reports: Concurrent with CPM Schedule submission, submit eight (8) copies of each of the following computer-generated reports. Format for each Activity in reports shall contain activity number, activity description, cost and resource loading, original duration, remaining duration, early start date, early finish date, late start date, late finish date, and total float in calendar days.
1. Activity Report: List of all Activities sorted by activity identifier
  2. Critical Path report (Logic Report). List of preceding and succeeding Activities for all activities, sorted in ascending order by activity number and then early start date, or actual start date if known.
  3. Early Start Report

4. Activity Report by trade – early start date – total float
  5. Total Float Report: List of all Activities sorted in ascending order of total float.
- D. Submittals Schedule: Submit eight (8) copies of schedule. Arrange the following information in a tabular format:
1. Scheduled date for first submittal.
  2. Specification Section number and title.
  3. Submittal category (action or informational).
  4. Name of subcontractor.
  5. Description of the Work covered.
- E. Daily Deconstruction Reports: Submit eight (8) copies at progress meetings.
1. Daily Deconstruction Reports: Prepare a daily deconstruction report recording the following information concerning events at the site. Submit duplicate copies to the Owner or Owner's Authorized Representative at weekly intervals.
    - a. List of subcontractors at the site.
    - b. List of separate contractors at the site.
    - c. Count of personnel at the site.
    - d. High and low temperatures, general weather conditions.
    - e. Accidents.
    - f. Meetings and significant decisions.
    - g. Unusual events.
    - h. Stoppages, delays, shortages, and losses.
    - i. Emergency procedures.
    - j. Orders and requests of governing authorities.
    - k. Change Orders received or implemented.
    - l. Services connected or disconnected.
    - m. Summary of all work performed, detailed by trade.
    - n. Monthly Reports.
- F. Field Correction Reports: When the need to take corrective action requires a departure from the Contract Documents, prepare a detailed report. Include a statement describing the problem and recommended changes. Indicate reasons the Contract Documents cannot be followed. Submit a copy to the Owner or Owner's Authorized Representative for approval.
- G. Unusual Event Reports: When an event of an unusual and significant nature occurs at the site, prepare a detailed report. List the chain of events, persons participating, response(s) by the Contractor's personnel, evaluation of the results or effects, and similar pertinent information. Submit a copy to the Owner or Owner's Authorized Representative immediately. Advise the Owner or Owner's Authorized Representative in advance when such events are known or predictable. Number of copies for reports in four paragraphs below assumes that Architect and Owner, or Architect and Construction Manager, each receive a copy. Revise to suit Project.
- H. Monthly Reports (to include also, all information required under the General conditions):
1. CPM Schedule to include man power allocation to meet proposed schedule as well as equipment listing and how the equipment relates to the schedule. A man power report should support the scheduled work activities being planned and the anticipated crew sizes

- required to fulfill that work task. The CPM Schedule should be in a format that can track the work paths and be evaluated;
2. Outline of safety program and safety training;
  3. Certified payrolls from all, which should be included in the MBE/WBE work force log;
  4. Submission of time sheets from all Extra Work;
  5. Request for monies on all ExtraWork (including Extra Work on an Allowance basis) needs to be supported with complete documentation (time sheets, invoices, material charges, etc.)
  6. Union reports and proof of payment;
  7. Documentation to support rate charges of non union personnel;
  8. The daily security logs from the relevant month;
  9. All incident reports which should be generated by Contractor or the security vendor on all site accidents, safety violations, theft, vandalism, security breaches, workplace violence or threats of violence, trespass, and any calls made to local, state or federal authorities/regulatory agencies;
  10. Notice of the contractor's employee(s) or a subcontractor's employee(s) being removed from the job for cause. Contractor should include the employer's information, the employee's information, and the circumstances surrounding the removal;
  11. Copies of weekly site safety report (as defined in site access and emergency protocols for 130 Liberty Street summary by Contractor)
  12. Contractor shall give LMDC a monthly report showing all change orders claimed or pending as of the date of such report and all unresolved claims for extra payment by subcontractors. This report shall reflect any and all pending claims, whether written or otherwise presented to Contractor and/or LMDC, as of the date of such report. All pending claims shall be annotated by Contractor to include Contractor's assessment of the claim and the potential impact of the claim on the Project Schedule;
  13. Cumulative list of delays to the Work (whether Excusable Delays or otherwise);
  14. Section 3 workforce report as required under HUD guidelines;
  15. Contractor and each Subcontractor shall certify in writing that Contractor (and the applicable Subcontractor) has paid or provided (and has caused all subcontractors to pay or provide) at least the prevailing rates of wage and supplements required by this Article 21 of the General Conditions , and Contractor shall comply (and cause its Subcontractors to comply) with any such request within ten (10) calendar days of Contractor's receipt thereof. Contractor's certification shall be executed by a corporate officer, if Contractor is a corporation; a partner, if Contractor is a partnership; a manager, if Contractor is a limited liability company; or the owner, if Contractor is a sole proprietorship;
  16. Documentation required by Legal Requirements (and required supporting documentation as determined by contract or law) as stated in Schedule "A", Article III of the Deconstruction Contract including, but not limited to, Davis-Bacon requirements, the Copeland "Anti-Kickback" Act and others as required;
  17. Copy of all safety violations, reports, action items; and
  18. Copy of all inspections and violations issued by regulating Governmental Authority, such as EPA, DEP, DOB, DOL etc.
  19. Submittal schedule should be included indicating the delivery dates of required submissions, permits, approvals, work plans, etc, that ties these dates into Contractor's Project Schedule.
  20. A one month look ahead schedule, indicating what work activities are being planned for the upcoming month. The entire schedule should indicate monthly progress, look ahead, status, any modifications and revisions.

### 1.3 QUALITY ASSURANCE

- A. Scheduling Consultant Qualifications: See Section 01311 for details
- B. Pre-scheduling Conference: Conduct conference at Project site to comply with requirements in Division 1 Section "Project Management and Coordination." Review methods and procedures related to the Preliminary Deconstruction Schedule and Contractor's Deconstruction Schedule, including, but not limited to, the following:
  - 1. Review software limitations and content and format for reports.
  - 2. Verify availability of qualified personnel needed to develop and update schedule.
  - 3. Discuss constraints, including phasing work stages, area separations and interim Milestones.
  - 4. Review schedule for work of Owner's other separate contractors.
  - 5. Review time required for review of submittals and re-submittals.
  - 6. Review requirements for tests and inspections by independent testing and inspecting agencies.
  - 7. Review and finalize list of deconstruction activities to be included in schedule.
  - 8. Review submittal requirements and procedures.
  - 9. Review procedures for updating schedule.

### 1.4 COORDINATION

- A. Coordinate preparation and processing of schedules and reports with performance of construction activities and with scheduling and reporting of separate contractors.
- B. Coordinate Contractor's Deconstruction Schedule with the Schedule of Values, list of subcontracts, submittals schedule, progress reports, payment requests, and other required schedules and reports.
  - 1. Secure time commitments for performing critical elements of the Work from parties involved.
  - 2. Coordinate each deconstruction activity in the network with other activities and schedule them in proper sequence.

## PART 2 - PRODUCTS

### 2.1 SUBMITTALS SCHEDULE

- A. Preparation: Submit a schedule of submittals, arranged in chronological order by dates required by Deconstruction Schedule. Include time required for review and re-submittal when establishing dates.
  - 1. Coordinate submittals schedule with list of subcontracts, the Schedule of Values, and Contractor's Deconstruction Schedule.
  - 2. Initial Submittal: Submit concurrently with Preliminary Deconstruction Schedule. Include submittals required during the first 60 days of deconstruction.

## 2.2 CONTRACTOR'S DECONSTRUCTION SCHEDULE (CPM SCHEDULE)

- A. General: Prepare network diagrams using AON (activity-on-node) format.
- B. Procedures: Comply with procedures contained in this Section and Section 01311. In case of conflict, the more stringent requirement shall govern.
- C. Time Frame: Extend schedule from date established for the Notice to Proceed to date of Substantial and Final Completion.
- D. Activities: Treat each floor or separate area as a separate numbered activity for each principal element of the Work. Comply with the following:
- E. Preliminary Network Diagram: Submit diagram within seven (7) days of the Notice to Proceed. Outline significant deconstruction activities for the first sixty (60) days of deconstruction. Include skeleton diagram for the remainder of the Work and a cash requirement prediction based on indicated activities.
- F. Bar-Chart Schedule: Submit preliminary horizontal bar-chart-type deconstruction schedule within seven (7) days of the Notice to Proceed.
- G. CPM Schedule: Prepare Contractor's Deconstruction Schedule using a computerized, time-scaled CPM network analysis diagram for the Work.
- H. CPM reports as described above.

## 2.3 REPORTS

- A. Daily Deconstruction Reports: Prepare a daily deconstruction report recording the following information concerning events at Project site:
  - 1. List of subcontractors at Project site.
  - 2. List of separate contractors at Project site.
  - 3. Approximate count of personnel at Project site.
  - 4. Equipment at Project site.
  - 5. Material deliveries.
  - 6. High and low temperatures and general weather conditions.
  - 7. Accidents.
  - 8. Meetings and significant decisions.
  - 9. Unusual events (refer to special reports).
  - 10. Stoppages, delays, shortages, and losses.
  - 11. Meter readings and similar recordings.
  - 12. Emergency procedures.
  - 13. Orders and requests of authorities having jurisdiction.
  - 14. Change Orders received and implemented.
  - 15. Services connected and disconnected.
  - 16. Substantial Completions authorized.
- B. Field Condition Reports: Immediately on discovery of a difference between field conditions and the Contract Documents, prepare and submit a detailed report. Submit with a request for

interpretation. Include a detailed description of the differing conditions, together with recommendations for changing the Contract Documents.

- C. Unusual Events Reports as required
- D. Monthly Reports as described above.

### PART 3 - EXECUTION

#### 3.1 CONTRACTOR'S DECONSTRUCTION SCHEDULE

- A. Scheduling Consultant: Engage Scheduling Consultant to provide planning, evaluation, and reporting using CPM scheduling. See Section 01311 for qualifications and use of Scheduling Consultant.
  - 1. Meetings: Scheduling Consultant shall attend all meetings related to Project progress, alleged delays, and time impact.
- B. Contractor's Deconstruction Schedule Updating: At monthly intervals, update and submit schedule to reflect actual deconstruction progress and activities.
  - 1. As the Work progresses, indicate actual completion percentage for each activity.

END OF SECTION 01320

## SECTION 01400 - QUALITY CONTROL

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. This section includes administrative and procedural requirements for quality control services to verify quality assurance requirements specified in the Contract Documents.
- B. Specific quality control requirements for individual deconstruction activities including abatement are included in the sections that specify those activities.
- C. These services do not relieve the Contractor of responsibility for compliance with Contract Document requirements, and do not limit the Contractor's quality control procedures that facilitate compliance with Contract Document requirements.

#### 1.2 GOVERNING REGULATIONS AND AUTHORITIES

- A. Obtain copies of applicable regulations cited in the Contract Documents and make these available at the Project Site for reference.

#### 1.3 RESPONSIBILITIES

- A. Contractor Responsibilities: Unless specifically indicated otherwise, the Contractor shall hire an independent testing agency acceptable to LMDC to provide for tests, inspections and other quality control services specified or required by authorities having jurisdiction. Costs for these services are included in the Lump Sum.
- B. Where individual sections specifically indicate that certain tests, inspections or other quality control services are to be provided by a testing agency, the Contractor shall employ and pay for a qualified independent testing agency to perform the quality control services.
- C. Contractor shall submit each testing agency's firm name, SBBQ, and credentials to perform the specified services, for LMDC's approval at least 15 calendar days before scheduled inspections or tests.
- D. LMDC Responsibilities: Where individual sections specifically indicate that certain tests, inspections or other quality control services are LMDC's responsibility, LMDC will employ and pay for a qualified independent testing agency to perform those services.
- E. Retesting: The Contractor is responsible for retesting, including repeated inspections and other services, where results of the initial tests, inspections or other quality control services indicate noncompliance with the requirements of the Contract Document, regardless of whether or not the original test, inspection or service was the Contractor's responsibility. Costs for retesting, and for revising or replacing noncomplying deconstruction, shall be the Contractor's responsibility.
- F. Associated Services: The Contractor shall cooperate with agencies and others performing required tests, inspections and other quality control services, and shall provide reasonable auxiliary services as requested. Contractor shall notify the testing and inspection entities sufficiently in advance of operations to permit their timely assignment of personnel. Auxiliary

services include but are not limited to the following:

1. Providing access to the Work.
  2. Furnishing incidental labor and facilities necessary to facilitate inspections and tests.
  3. Taking adequate quantities of representative samples of materials that require testing or assist the agency in taking samples.
    - a. Provide facilities for storage and curing of test samples.
    - b. Deliver samples to testing laboratories.
    - c. Provide security and protection of samples and test equipment at the Project Site.
- G. Duties of the testing agency: The independent testing agency engaged to perform tests, inspections and other quality control services shall cooperate with the Owner's Representative and the Contractor in performance of the agency's duties.
1. The agency shall provide qualified personnel to perform required inspections and tests.
  2. The agency shall notify the Owner's Representative and the Contractor of irregularities or deficiencies observed in the Work during performance of their services.
  3. The agency is not authorized to release, revoke, alter or enlarge requirements of the Contract Documents or approve or accept any portion of the Work.
  4. The agency shall not perform any duties of the Contractor.
- H. Coordination: The Contractor shall coordinate the sequence of activities to accommodate required services with a minimum of delay.
1. Activities shall be coordinated to avoid the necessity of delaying deconstruction to accommodate inspections and tests.
- I. The Contractor shall be responsible for scheduling times for inspections, tests, taking samples and similar activities.
- 1.4 QUALIFICATIONS OF INDEPENDENT TESTING AGENCIES
- A. A qualified independent testing agency shall be an accredited entity engaged to perform tests or inspections, either at the Project Site or elsewhere, and to report on and, if required, to interpret results of those tests or inspections.
  - B. Testing agencies shall be acceptable to LMDC.
  - C. Testing agencies shall be authorized by authorities having jurisdiction to operate in the jurisdiction where the Project is located, and perform the testing required.
- 1.5 SUBMITTALS
- A. Reports: The Contractor, or the testing agency where they perform the services, shall submit a certified written report, in duplicate, of each test, inspection or other quality control service to LMDC.
  - B. Submit additional copies of each written report directly to the applicable Governmental Authority, when directed by same.

- C. Written reports shall include but not be limited to the following:
1. Date of issue.
  2. Project title and number.
  3. Name, address, and telephone number of testing agency.
  4. Dates and locations of samples and tests or inspections.
  5. Names of individuals making the test or inspection.
  6. Designation of the Work and test method.
  7. Identifications of product and specification section.
  8. Complete test or inspection data.
  9. Test results and an interpretation of test results.
  10. Ambient conditions at the time of sample taking and testing.
  11. Comments or professional opinion on whether tested or inspected Work complies with Contract Document requirements.
  12. Name and signature of laboratory inspector.
  13. Recommendations on retesting.
- D. Permits, Licenses, and Certificates: For LMDC's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.

PART 2 - PRODUCTS (NOT APPLICABLE)

PART 3 - EXECUTION

3.1 REPAIR AND PROTECTION

- A. Repair and protection is the Contractor's responsibility, regardless of the assignment of responsibility for testing, inspection or other quality control services.

END OF SECTION 01400

## SECTION 01420 - REFERENCES

### PART 1 - GENERAL

#### 1.1 DEFINITIONS

- A. General Explanation: Specification language often includes terms that are defined elsewhere in the Contract Documents. Certain terms are defined in this Section. These definitions or explanations are not necessarily complete or exclusive, but are general for the Work and may be explained more explicitly in other Sections.
- B. "Indicated" refers to graphic representations, notes or schedules on the drawings, or to requirements elsewhere in the Specifications or other Contract Documents. Terms such as "shown", "noted", "scheduled" and "specified" have the same meaning as "indicated" and are used to further help locate the reference, but no limitation on location is intended except as specifically stated.
- C. Where "directed", "authorized", "selected", "approved", or a similar term is used in conjunction with the Contractor's submittals, applications, requests and other activities, and the Specifications state that an individual other than LMDC shall provide this action, it is understood that only LMDC has this authority unless the individual stated is so authorized in writing by LMDC.
1. When the individual is so authorized by LMDC, the Contractor may still appeal the action to LMDC.
  2. LMDC's decision will be final, subject to decision of the interim arbitrator.
  3. In no case shall LMDC's action be interpreted as releasing the Contractor from responsibility to fulfill the requirements of the Contract Documents.
- D. "Regulations" include all Legal Requirements applicable to the Work.
- E. "Furnish" means to supply and deliver to the Project site, ready for unloading, unpacking, assembling, installation and similar operations.
- F. "Install" describes operations at the Project site, including unloading, temporary storage, unpacking, assembling, erecting, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning and similar operations.
- G. "Provide" means to furnish and install, complete in place and ready for full use.
- H. "Cutting" refers to removal of material by cutting, sawing, drilling, breaking, chipping, grinding, excavating and similar operations.
- I. "Patching" refers to restoration of a surface to its original completed condition by filling, repairing, refinishing, closing and similar operations.
- J. "Installer" is the Contractor or another entity engaged by the Contractor, either directly or indirectly through subcontracting, to perform a particular construction operation at the Project site, including installation, erection, application and similar operations. Installers shall be skilled in the operations they perform.

- K. "Testing agency" or "testing laboratory" is an independent entity engaged to perform specific inspections or tests, either at the Project site or elsewhere, and to report the results of those inspections and tests.
- L. "Notice to Proceed" means that upon execution by LMDC and Contractor of this Contract, Contractor will be authorized to begin Work. No actual separate notice from LMDC shall be required

## 1.2 DRAWING SYMBOLS

- A. Except as otherwise indicated, symbols used on the drawings are those symbols recognized in the construction industry for the purposes.
  - 1. These include graphic symbols defined by "Architectural Graphic Standards", published by John Wiley & Sons, Inc., ninth edition, as well as graphic symbols recommended by ASHRAE, ASME, ASPE, CSI, IEEE and similar technical organizations for the mechanical and electrical drawings.
  - 2. Refer uncertainties as to meaning of symbols to the Owner's Representative for clarification before proceeding.

## 1.3 INDUSTRY STANDARDS

- A. Applicability of Standards: Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect, to the extent referenced, as if bound or copied directly into the Contract Documents. Such standards are made a part of the Contract Documents by reference.
- B. Conflicting Requirements. Where compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantity or quality, comply with the most stringent requirement. Immediately refer uncertainties, and requirements that are different but apparently equal, to LMDC in writing for a decision before proceeding.
- C. Minimum Quantity and Quality: The quantity or quality indicated shall be the minimum provided. The actual installation may comply exactly with the minimum quantity or quality indicated, or it may exceed the minimum levels within reasonable limits.
  - 1. Indicated numeric values are minimum or maximum as appropriate for the context of the requirements.
  - 2. Refer uncertainties to LMDC for a decision before proceeding.
- D. Abbreviations: Names and titles of standards are frequently abbreviated. Abbreviations and acronyms used in the Specifications and other Contract Documents mean the associated names. The following names are subject to change and are believed, but are not assured, to be accurate and up-to-date as of the date of the Contract Documents. This list is general in nature and not all standards listed may apply to this Contract.
  - 1. AA - Aluminum Association
  - 2. AABC - Associated Air Balance Council
  - 3. AAMA - American Architectural Manufacturers Association
  - 4. AAN - American Association of Nurserymen (See ANLA)

5. AASHTO - American Association of State Highway and Transportation
6. AATCC - American Association of Textile Chemists and Colorists
7. ABMA - American Bearing Manufacturers Association
8. ABMA - American Boiler Manufacturers Association
9. ACI - American Concrete Institute
10. ACIL - American Council of Independent Laboratories -  
The Association of Independent Scientific, Engineering, and Testing Firms
11. ACPA - American Concrete Pipe Association
12. ADC - Air Diffusion Council
13. AEIC - Association of Edison Illuminating Companies
14. AFBMA - Anti-Friction Bearing Manufacturers Association (See ABMA)
15. AFPA - American Forest and Paper Association
16. AGA - American Gas Association
17. AHA - American Hardboard Association
18. AHAM - Association of Home Appliance Manufacturers
19. AI - Asphalt Institute
20. AIA - The American Institute of Architects
21. AIA - American Insurance Association
22. AIHA - American Industrial Hygiene Association
23. AISC - American Institute of Steel Construction
24. AISI - American Iron and Steel Institute
25. AITC - American Institute of Timber Construction
26. ALA - American Laminators Association (See LMA)
27. ALCA - Associated Landscape Contractors of America
28. ALI - Associated Laboratories, Inc.
29. ALSC - American Lumber Standards Committee
30. AMCA - Air Movement and Control Association International, Inc.
31. ANLA - American Nursery and Landscape Association
32. ANSI - American National Standards Institute
33. AOAC - Association of Official Analytical Chemists International
34. AOSA - Association of Official Seed Analysts
35. APA - American Plywood Association (see EWA)
36. APA - Architectural Precast Association
37. API - American Petroleum Institute
38. ARI - Air-Conditioning and Refrigeration Institute
39. ARMA - Asphalt Roofing Manufacturers Association
40. ASA - Acoustical Society of America
41. ASC - Adhesive and Sealant Council
42. ASCA - Architectural Spray Coaters Association
43. ASCE - American Society of Civil Engineers
44. ASHES - American Society for Healthcare Environmental Services - Division of the  
American Hospital Association
45. ASHRAE - American Society of Heating, Refrigerating and Air Conditioning Engineers.
46. ASLA - American Society of Landscape Architects
47. ASME - American Society of Mechanical Engineers
48. ASPA - American Sod Producers Association (See TPI)
49. ASPE - American Society of Plumbing Engineers
50. ASQ - American Society for Quality
51. ASSE - American Society of Sanitary Engineering
52. ASTM - American Society for Testing and Materials

53. ATIS - Alliance for Telecommunications Industry Solutions
54. AWCI - Association of the Wall and Ceiling Industries International
55. AWCMA - American Window Covering Manufacturers Association (See WCMA)
56. AWI - Architectural Woodwork Institute
57. AWWA - American Wood-Preservers' Association
58. AWS - American Welding Society
59. AWWA - American Water Works Association
60. BAC - Brick Association of the Carolinas
61. BHMA - Builders Hardware Manufacturers Association
62. BIA - Brick Industry Association
63. BIFMA - The Business and Institutional Furniture Manufacturer's Association International
64. CABO - Council of American Building Officials
65. CAGI - Compressed Air and Gas Institute
66. CAUS - Color Association of the United States
67. CBHF - State of California, Department of Consumer Affairs, Bureau of Home Furnishings and Thermal Insulation Technical Information
68. CBMA - Certified Ballast Manufacturers Association
69. CCC - Carpet Cushion Council
70. CDA - Copper Development Association Inc.
71. CE - Corps of Engineers (U.S. Department of the Army)
72. CFFA - Chemical Fabrics & Film Association, Inc.
73. CFR - Code of Federal Regulations (Publications available from the Government Printing Office)
74. CGA - Compressed Gas Association
75. CGSB - Canadian General Standards Board
76. CISCA - Ceilings and Interior Systems Construction Association
77. CISPI - Cast Iron Soil Pipe Institute
78. CLFMI - Chain Link Fence Manufacturers Institute
79. CPA - Composite Panel Association
80. CPPA - Corrugated Polyethylene Pipe Association
81. CPSC - Consumer Product Safety Commission
82. CRI - Carpet and Rug Institute
83. CRSI - Concrete Reinforcing Steel Institute
84. CS - Commercial Standard (U.S. Department of Commerce)
85. CSI - Construction Specifications Institute
86. CSSB - Cedar Shake and Shingle Bureau
87. CTI - Ceramic Tile Institute of America
88. CTI - Cooling Tower Institute
89. DASMA - Door and Access Systems Manufacturers Association, International
90. DHI - Door and Hardware Institute
91. DIPRA - Ductile Iron Pipe Research Association
92. DOC - Department of Commerce (Publications available from the Government Printing Office)
93. DOT - Department of Transportation
94. ECSA - Exchange Carriers Standards Association (See ATIS)
95. EIA - Electronic Industries Association
96. EIMA - EIFS Industry Members Association
97. EJMA - Expansion Joint Manufacturers Association
98. EPA - Environmental Protection Agency

99. ETL - ETL Testing Laboratories Inc. (see ITS)
100. EWA - Engineered Wood Association
101. FAA - Federal Aviation Administration
102. FCC - Federal Communications Commission
103. FCI - Fluid Controls Institute
104. FCICA - Floor Covering Installation Contractors Association
105. FDA - Federal Drug Administration
106. FGMA - Flat Glass Marketing Association (See GANA)
107. FHA - Federal Housing Administration (U.S. Department of Housing and Urban Development)
108. FM - Factory Mutual System
109. FS - Federal Specification (Publications available from GSA)
110. GA - Gypsum Association
111. GANA - Glass Association of North America
112. GRI - Geosynthetic Research Institute
113. GSA - General Services Administration
114. HEI - Heat Exchange Institute
115. HFES - Human Factors and Ergonomics Society
116. HI - Hydraulic Institute
117. HI - Hydronics Institute - Division of Gas Appliance Manufacturers Association
118. HMA - Hardwood Manufacturers Association
119. HPVA - Hardwood Plywood and Veneer Association
120. HUD – Department of Housing and Urban Development
121. IAS - International Approval Services - Division of Canadian Standards Association
122. IBD - Institute of Business Designers (See IIDA)
123. ICEA - Insulated Cable Engineers Association
124. IEC - International Electrotechnical Commission (Publications available from ANSI)
125. IEEE - Institute of Electrical and Electronics Engineers
126. IESNA - Illuminating Engineering Society of North America
127. IGCC - Insulating Glass Certification Council
128. IIDA - International Interior Design Association
129. ILI - Indiana Limestone Institute of America
130. IMSA - International Municipal Signal Association
131. INCE - Institute of Noise Control Engineering
132. IRI - HSB Industrial Risk Insurers
133. ISA - International Society for Measurement and Control
134. ISEA - Industrial Safety Equipment Association
135. ISS - Iron and Steel Society
136. ITS - Intertek Testing Services
137. KCMA - Kitchen Cabinet Manufacturers Association
138. LGSI - Light Gage Structural Institute
139. LIA - Lead Industries Association, Inc.
140. LMA - Laminating Materials Association
141. LMCCC – Lower Manhattan Construction Command Center
142. LPI - Lightning Protection Institute
143. MBMA - Metal Building Manufacturers Association
144. MCAA - Mechanical Contractors Association of America
145. MFMA - Maple Flooring Manufacturers Association
146. MFMA - Metal Framing Manufacturers Association
147. MHIA - Material Handling Industry Association

148. MIA - Marble Institute of America
149. MIA - Masonry Institute of America
150. MIL - Military Standardization Documents (U.S. Department of Defense)
151. ML/SFA - Metal Lath/Steel Framing Association
152. MRCA - Midwest Roofing Contractors Association
153. MSS - Manufacturers Standardization Society of the Valve and Fittings Industry
154. NAA - National Arborist Association
155. NAAMM - National Association of Architectural Metal Manufacturers
156. NAAMM - North American Association of Mirror Manufacturers (See GANA)
157. NACE - National Association of Corrosion Engineers International
158. NAGDM - National Association of Garage Door Manufacturers (See DASMA)
159. NAIMA - North American Insulation Manufacturers Association
160. NAMI - National Accreditation & Management Institute, Inc.
161. NAPA - National Asphalt Pavement Association
162. NBHA - National Builders Hardware Association (See DHI)
163. NBGQA - National Building Granite Quarries Association, Inc.
164. NCAC - National Council of Acoustical Consultants
165. NCCA - National Coil Coaters Association
166. NCMA - National Concrete Masonry Association
167. NCPI - National Clay Pipe Institute
168. NCRPM - National Council on Radiation Protection and Measurements
169. NCSPA - National Corrugated Steel Pipe Association
170. NEBB - Natural Environmental Balancing Bureau
171. NECA - National Electrical Contractors Association
172. NEI - National Elevator Industry
173. NELMA - Northeastern Lumber Manufacturers Association
174. NEMA - National Electrical Manufacturers Association
175. NETA - InterNational Electrical Testing Association
176. NFPA - National Fire Protection Association
177. NFPA - National Forest Products Association (See AFPA)
178. NFRC - National Fenestration Rating Council Incorporated
179. NGA - National Glass Association
180. NHLA - National Hardwood Lumber Association
181. NIA - National Insulation Association
182. NIAC - National Insulation and Abatement Contractors Association (See NIA)
183. NIST - National Institute of Standards and Technology (U.S. Department of Commerce)
184. NKCA - National Kitchen Cabinet Association (See KCMA)
185. NLGA - National Lumber Grades Authority
186. NOFMA - National Oak Flooring Manufacturers Association
187. NPA - National Parking Association
188. NPCA - National Paint and Coatings Association
189. NRCA - National Roofing Contractors Association
190. NRMCA - National Ready Mixed Concrete Association
191. NSA - National Stone Association
192. NSF - National Sanitation Foundation International
193. NSSEA - National School Supply and Equipment Association
194. NTMA - National Terrazzo and Mosaic Association
195. NUSIG - National Uniform Seismic Installation Guidelines
196. NWMA - National Woodwork Manufacturers Association (See NWWDA)
197. NWWDA - National Wood Window and Door Association

198. NYCDOT – New York City Department of Transportation
199. NYSDEL – New York State Department of Labor
200. NYSOT – New York State Department of Transportation
201. OSHA - Occupational Safety and Health Administration (U.S. Department of Labor)
202. PATMI - Powder Actuated Tool Manufacturers' Institute
203. PCA - Portland Cement Association
204. PCI - Precast/Prestressed Concrete Institute
205. PDCA - Painting and Decorating Contractors of America
206. PDI - Plumbing and Drainage Institute
207. PEI - Porcelain Enamel Institute
208. PGI - Polyvinylchloride Geomembrane Institute - Technology Program, University of Illinois-Urbana Champaign
209. PIMA - Photographic and Imaging Manufacturers Association
210. PPFA - Plastic Pipe and Fittings Association
211. PPI - Plastics Pipe Institute (The Society of the Plastics Industry, Inc.)
212. PS - Product Standards of the National Bureau of Standards (U.S. Department of Commerce)
213. RCMA - Roof Coatings Manufacturers Association Center Park
214. RCSC - Research Council on Structural Connections
215. Sargent & Lundy
216. RFCI - Resilient Floor Covering Institute
217. RMA - Rubber Manufacturers Association
218. RUS - Rural Utilities Service
219. SAE - Society of Automotive Engineers International
220. SDI - Steel Deck Institute
221. SDI - Steel Door Institute
222. SEFA - Scientific Equipment and Furniture Association
223. SEG D - Society for Environmental Graphic Design
224. SGCC - Safety Glazing Certification Council
225. SHLMA - Southern Hardwood Lumber Manufacturers Association (See HMA)
226. SIGMA - Sealed Insulating Glass Manufacturers Association
227. SJI - Steel Joist Institute
228. SMA - Screen Manufacturers Association
229. SMACNA - Sheet Metal and Air Conditioning Contractors' National Association
230. SPI - The Society of the Plastics Industry, Inc.
231. SPIB - Southern Pine Inspection Bureau
232. SPRI - Single Ply Roofing Institute
233. SSINA - Specialty Steel Industry of North America
234. SSPC - Steel Structures Painting Council - The Society for Protective Coatings
235. SSPMA - Sump and Sewage Pump Manufacturers Association
236. STI - Steel Tank Institute
237. SWI - Steel Window Institute
238. SWPA - Submersible Wastewater Pump Association
239. SWRI - Sealant, Waterproofing and Restoration Institute
240. TCA - Tile Council of America
241. TFS - Texas Forest Service
242. TIMA - Thermal Insulation Manufacturers Association (See NAIvIA)
243. TPI - Truss Plate Institute
244. TPI - Turfgrass Producers International
245. TRB - Transportation Research Board - National Research Council

REFERENCES

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- 246. UFAC - Upholstered Furniture Action Council
- 247. UL - Underwriters Laboratories Inc.
- 248. UNI - Uni-Bell PVC Pipe Association
- 249. USDA - U.S. Department of Agriculture
- 250. USITT - U.S. Institute of Theater Technology - The American Association of Design and Production Professionals in the Performing Arts
- 251. USP - U.S. Pharmacopeia
- 252. USPS - U.S. Postal Service
- 253. WA - Wallcoverings Association
- 254. WASTEC - Waste Equipment Technology Association
- 255. WCLIB - West Coast Lumber Inspection Bureau
- 256. WCMA - Window Covering Manufacturers Association
- 257. WEF - Water Environment Federation
- 258. WIC - Woodwork Institute of California
- 259. WMMPA - Wood Moulding & Millwork Producers Association
- 260. WPCF - Water Pollution Control Federation (See WEF)
- 261. WRI - Wire Reinforcement Institute
- 262. WSC - Water Systems Council
- 263. WSFI - Wood and Synthetic Flooring Institute (See MFMA)
- 264. WWPA - Western Wood Products Association

PART 2 - PRODUCTS (NOT APPLICABLE)

PART 3 - EXECUTION (NOT APPLICABLE)

END OF SECTION 01420

## SECTION 01500 - TEMPORARY FACILITIES AND CONTROLS

### PART 1 - GENERAL

#### 1.1 SUMMARY

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

#### 1.2 DEFINITIONS (not used)

#### 1.3 USE CHARGES

- A. General: Cost or use charges for temporary facilities shall be included in the Lump Sum. Allow other entities to use temporary services and facilities without cost, including, but not limited to, other contractors, testing agencies, and authorities having jurisdiction. Deconstruction Contractor will be responsible for all utility bills related to the Building, from the date of signing of this Contract until Final Completion (i.e. Con Edison, Water, etc.).
- B. Water Service: Pay water service use charges for water used by all entities for deconstruction operations. 2" Water Riser will be installed with a hose bib attachment available at each floor.
- C. Electric Power Service: In conjunction with Specification Section 16001. Electric power from LMDC's existing system is available for use at Contractor's expense. Provide connections and extensions of services as required for deconstruction operations. A minimum 400 Amp service from existing panels is available on each floor. The existing 2' x 4' lights remain in place on many floors and is available to be utilized as temporary lighting. Contractor will be responsible to provide connections and extensions of services reactivation of existing lighting as required for their deconstruction operations. Pay electric power service use charges for electricity used by all entities for deconstruction operations, including Owner's Representative's office trailer(s).

#### 1.4 SUBMITTALS

- A. Deconstruction Contractor's Implementation Plan including but not limited to the following:
  1. Site Plan: Show temporary facilities, utility hookups and staging areas.
  2. Health & Safety Plan (HASP).
  3. Emergency Action Plan (EAP).
  4. MTA Influence Line Plan.
  5. Truck Traffic Plan.

## 1.5 QUALITY ASSURANCE

- A. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.
- B. Tests and Inspections: Arrange for Governmental Authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.

## 1.6 PROJECT CONDITIONS

- A. Maintain and repair all Building systems including exterior netting, exterior fascia and windows, and exterior openings in proper condition throughout duration of Work.
- B. See Scope of Work for more details.

## PART 2 - PRODUCTS

### 2.1 MATERIALS

- A. As per requirements of the Building Code of the City of New York, Title 27, Chapter 1 Construction and Maintenance, Subchapter 19 Safety of Public and Property During Construction Operations.

### 2.2 TEMPORARY FACILITIES

- A. Field Offices, Owner Representative's Office Trailers:
  - 1. Deconstruction Contractor will be required to provide Owner's Representative Field Office Trailer in accordance with Annex 6.
  - 2. Deconstruction Contractor will be required to relocate the existing Owner's Representative's Field Office Trailer from its current location on Washington Street, to Cedar Street between West Street and Washington Street. Final location to be coordinated with LMDC.
  - 3. Install or relocate all utilities for Office Trailers including but not limited to water and electricity. Contractor required obtaining all permits for same.
  - 4. Clean daily, including removal and proper disposal of waste.
  - 5. Wash, when required, and at least once every week, including broom sweep and mopping of floors.
  - 6.
  - 7.
- B. Contractor to furnish and install adequate field trailers, offices, etc. for their personnel and operations. Location to be submitted with Deconstruction Contractor's Implementation Plan and approved by LMDC.
- C. Cranes and Hoists: Properly sized, built and maintained per all applicable regulations.
  - 1. Factory approved Tier II crane to be supplied if Contractor requires crane for the project. No retrofits. Minimum lifting capacity of 20,000 lbs. And 200 Ft. Radius.
  - 2. Maintain and operate hoist (provided by Scaffolding Contractor) for duration of project.

3. Foundation Pad (mat) for crane to be provided by LMDC under separate contract. Contractor will be required to review and accept.

D. Storage and Fabrication Sheds: Provide sheds sized, furnished, and equipped to accommodate materials and equipment for deconstruction operations. Location and size to be shown on contractor's site utilization plan to be approved by LMDC.

E. Storage of Combustible Materials: All combustible materials not limited to but including fuel and gas cylinders shall be stored outside the Building in accordance with NYC Fire Department requirements. Contractor shall be responsible for all permits and submit in conjunction with their site utilization plan to be approved by LMDC.

## 2.3 EQUIPMENT

A. Fire Extinguishers: Portable, UL rated, with class and extinguishing agent as required by locations and classes of fire exposures.

B. Temporary Heat: Provide vented, self-contained, liquid-propane-gas or fuel-oil heaters with individual space thermostatic control.

1. Use of gasoline-burning space heaters, or open-flame heaters are prohibited.

2. Heating Units: Listed and labeled for type of fuel being consumed, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.

## PART 3 - EXECUTION

### 3.1 INSTALLATION, GENERAL

A. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work and other Contractors. 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.

### 3.2 TEMPORARY UTILITY INSTALLATION

A. General: Install temporary service or connect to existing service.

Arrange with utility company, LMDC, and existing users for time when service can be interrupted, if necessary, to make connections for temporary services.

B. Sewers and Drainage: Provide temporary utilities to remove any or all effluent lawfully. All temporary utilities from the Building or Site or staging facilities including Truck Wash must be disposed of in accordance with all Legal Requirements.

C. Water Service: Install water service and distribution piping in sizes and pressures adequate for deconstruction.

- D. Sanitary Facilities: Provide temporary toilets, wash facilities, and drinking water for use of deconstruction personnel. Comply with authorities having jurisdiction for type, number, location, operation, and maintenance of fixtures and facilities. Quantities and locations to be submitted with Deconstruction Contractor's Implementation Plan and approved by LMDC.
- E. Electric Power Service: Provide and maintain electric power service and distribution system of sufficient size, capacity, and power characteristics required for deconstruction operations.
  - 1. Contractor is required to maintain emergency power for lighting and elevators at all times either through the use of existing systems or alternate means as required to ensure compliance with all Legal Requirements.
- F. Lighting: Provide temporary lighting in accordance with all Legal Requirements with local switching that provides adequate illumination for deconstruction operations, observations, inspections, and traffic conditions.
  - 1. Install lighting for Project identification sign.
  - 2. At all times, the top floor of the Building to be illuminated at night.
  - 3. Provide scaffold lighting as required to maintain a safe working environment and as safety requirements may demand.
- G. The Deconstruction Contractor shall maintain temporary power for the two active elevators and stairwell and stairwell emergency lighting in accordance with NYC Fire Department requirements.
- H. Truck Wash
  - 1. Deconstruction Contractor shall provide an enclosed truck wash, so that all runoff is collected and disposed of in accordance with Specification Section 02010 and all Legal Requirements.

### 3.3 SUPPORT FACILITIES INSTALLATION

- A. General: Comply with the following:
  - 1. All temporary structures such as offices, shops, and sheds located within Site or within 30 feet of Building lines shall be constructed of non-combustible materials in comply with NFPA 241.
  - 2. Maintain support facilities until near Final Completion. Remove before Final Completion.
  - 3. Provide dust-control treatment that is nonpolluting and nontracking. Reapply treatment as required to minimize dust see 3.4 "M".
- B. Traffic Controls: Comply with requirements of authorities having jurisdiction.
  - 1. Protect existing Site improvements to remain including curbs, pavement, and utilities.
  - 2. Maintain access for fire-fighting equipment and access to fire hydrants.
  - 3. Provide Maintenance of Traffic (MOT) for all site access; haul routes and any changes to existing traffic patterns or street closings. MOT Plan shall be submitted by a licensed NYS Professional Engineer and submitted for approval to LMDC as a part of

Deconstruction Contractor's Implementation Plan. Contractor is responsible for filing and maintaining all required permits.

- C. Project Identification and Temporary Signs: Provide Project identification and other signs in accordance with the Deconstruction Plan. Install signs to inform public and individuals seeking entrance to Project. Unauthorized signs are not permitted.
  - 1. Provide temporary, directional signs for Contractor's personnel and visitors.
  - 2. Maintain and touchup signs so they are legible at all times.
- D. Waste Disposal Facilities: Comply with requirements specified in ~~Division 1~~ Section 01524 "Deconstruction Waste Management."
- E. Waste Disposal Facilities: Provide waste-collection containers in sizes adequate to handle waste from deconstruction operations. Comply with requirements of authorities having jurisdiction. Comply with Division 1 Section "Execution Requirements" for progress cleaning requirements. Provide and maintain an adequate amount of containers to handle the disposal of non-hazardous waste for the duration of the Deconstruction Contract.
- F. Existing Elevator Use: Use of the existing elevators will be permitted with the understanding that the NYC Fire Department has designated them as a safety feature of the building. Elevators must be cleaned and maintained in accordance with all Legal Requirements. Elevator maintenance is the responsibility of the Deconstruction Contractor. Elevators shall not be loaded beyond their rated weight capacity.
- G. Temporary Stairs: Provide temporary stairs where ladders are not adequate.
- H. Existing Stair Usage: Use of the existing stairs in the building will be permitted, as long as stairs are cleaned and maintained in a condition acceptable to LMDC.
  - 1. Contractor shall be responsible for maintaining of all emergency and normal lighting and provide protective coverings, barriers, devices, signs, or other procedures to protect stairs and to maintain means of egress. If, despite such protection, stairs become damaged contractor will be responsible for restoring damaged areas at no additional cost to the owner.

### 3.4 SECURITY AND PROTECTION FACILITIES INSTALLATION

- A. Environmental Protection: Provide protection, operate temporary facilities, and conduct deconstruction in ways and by methods that comply with Legal Requirements and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.
- B. Temporary Erosion and Sedimentation Control: Provide measures to prevent soil erosion and discharge of soil-bearing water runoff and airborne dust to adjacent properties and walkways, according to requirements of authorities having jurisdiction. To be submitted with Deconstruction Contractor's Implementation Plan and approved by LMDC.
  - 1. Inspect, repair, and maintain erosion- and sedimentation-control measures during deconstruction until permanent vegetation or other protection has been established.

- C. Stormwater Control: Comply with all New York City, State and Federal requirements for discharging of storm water from the site into the cities store sewer system. Provide required barriers in and around excavations and subgrade construction to prevent flooding by runoff of stormwater from heavy rains. Potential areas exist where oil can be encountered on the Site include, but are not limited to pits, floor trenches; hydraulic lines abandoned-in-place, elevator shafts, and catch basins or traps. All oil areas are to be cleaned prior to deconstruction. However, in the event that oil unexpectedly enters the storm sewer, preventive measures will be provided by the Contractor to minimize oil reaching the NYC system.
- D. Pest & Rodent Control: Engage pest-control service to recommend practices to minimize attraction and harboring of rodents, roaches, and other pests and to perform extermination and control procedures at regular intervals so Project will be free of pests and their residues. Perform control operations lawfully, using environmentally safe materials. Maintain a program to minimize the impact on the adjoining properties.
- E. Site Enclosure Fence: Before deconstruction operations begin, furnish and install Site enclosure fence in a manner that will prevent people and animals from entering Site except by entrance gates. To be submitted with Deconstruction Contractor's Implementation Plan and approved by LMDC.
  - 1. Extent of Fence: As required to enclose entire Project Site or portion determined sufficient to accommodate deconstruction operations.
  - 2. Maintain security by limiting number of keys and restricting distribution to authorized personnel. Provide LMDC with keys as necessary (minimum of 3). All locks to be as manufactured by American Lock 700 Series, and are to be keyed alike. Locks are to be stamped with "LMDC".
- F. Security Service: Provide a minimum of four security personnel 24 hours per day, 7 days per week. The three shall be a security supervisor, 2 guards at building entry, and a guard at Washington and Albany Street.
- G. Security at All Entry Points: Provide security guards at unlocked perimeter entry points to only allow authorized personnel and delivery vehicles into Site.
- H. Provide and use for all employees and visitors a photo ID system, EPI Suite Pro by ImageWare Systems ([www.fargo.com](http://www.fargo.com)) or approved equal.
- I. Barricades, Warning Signs, and Lights: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.
- J. Covered Walkway: Erect structurally adequate, protective, covered walkway for passage of individuals along adjacent public street(s). Coordinate with entrance gates, other facilities, and obstructions.
  - 1. Construct covered walkways as required by New York City Building Code.
  - 2. Provide barricades, warning signs, lights, safe and well-drained walkways, and similar provisions for protection and safe passage.
  - 3. Paint and maintain in a manner approved by LMDC.

- K. Temporary Enclosures: Provide temporary enclosures for protection of deconstruction, in progress and completed, from exposure, foul weather, other deconstruction operations, and similar activities.
- L. Street Protection: Deconstruction Contractor will be required to inspect and clean on periodic basis the streets surrounding the site at the direction of LMDC. Additionally, contractor will be required as a portion of their close out of the project to restore to their original condition the sidewalks and streets adjoining the Site in accordance with NYC DOT Specifications. Deconstruction Contractor shall use best efforts to protect all other streets and roads utilized for haul roads.
- M. Non-WTC Dust Control: Deconstruction Contractor must use best efforts to minimize dust. Deconstruction Contractor will be required to implement dust control measures for the work tasks to comply with all applicable Legal Requirements including, but not limited to the following:
1. Work shall be performed without causing the concentrations of the particulate matters to exceed the following levels:
    - a. PM (inhale particulates less than 10um in diameter)
      - 1) 24-hour ambient PM: 150ug/m<sup>3</sup>
      - 2) Annual ambient PM: 50ug/m<sup>2</sup>
    - b. TSP (Total Suspended Particulates)
      - 1) 24-hour ambient TSP: 250ug/m<sup>3</sup>
      - 2) Annual ambient TSP: 75ug/m<sup>3</sup>
    - c. Compliance with the particulate level requirements above the listed levels shall be monitored.
    - d. Additional particulate compliance and control requirements shall be developed in the HASP.
    - e. Trucks transporting any and all materials removed in the Phase II operations shall be covered with tarpaulins when loaded. The cover shall be secured to the truck so that no contents of the bed may be visible when viewed from above.
    - f. Exposed excavated surfaces shall be sprayed with water to suppress dust at a minimum.
    - g. The site limits and streets surrounding the work areas shall be cleaned as needed to prevent the accumulation of soil, dirt or debris from work-related traffic and activities and shall be washed with water to prevent the accumulation of particulates.
    - h. Drilling operations shall be equipped with sprays to suppress dust during drillings.
    - i. Additional measures needed to control objectionable dust caused by deconstruction operations or the moving of vehicles or equipment must be identified in the Deconstruction Contractor's Implementation Plan. The use of chemicals for dust control, including calcium chloride, shall not be permitted.
    - j. Misting of materials during the deconstruction will be required prior to and during all operations.
  2. Installation of dust barriers at work areas.
  3. Contractor shall poly all entry points (i.e. doors, windows, etc.) to mitigate the amount of dust infiltrating or ex-filtrating the work areas.
  4. Dust control shall be maintained where Contractor's Work is occurring including misting and plasticizing.
  5. Dust control methods shall include laborers, with water hoses, equipped with fogging nozzles, soakers, to insure that airborne particulates are kept to an absolute minimum.

6. Deconstruction Contractor shall maintain and utilize a mechanical street sweeper/ cleaner to keep all streets adjacent to the Building including Cedar Street, between Washington and West Street, and West through Port Authority Gate 8, Haul Road and onto West Street, free from dust at a minimum two (2) times per day.
- N. Noise Control: Noise level standards shall apply seven days a week during periods of work activities and shall comply with the Building Code of the City of New York, Title 24, Chapter 2, Subchapter 6.
1. 7:00AM to 5:00PM: 65 dBA. or an increase of 3dBA above ambient (baseline), whichever is higher.
  2. 5PM to 7AM: 55 dBA. or an increase of 3 dBA. above ambient (baseline), whichever is higher.
  3. Provide sound attenuation measures to insure compliance with all noise level standards.
  4. The Deconstruction Contractor shall install and operate receptors to measure work-related noise. The location and operation of these receptors shall be determined in accordance with NYC CEQR Technical Manual Section 3R.
  5. Noise measurement results will be sent to LMDC for review and/or comments.
  6. Equipment used to remove the debris and all construction equipment powered by an internal combustion engine shall be equipped with a properly maintained exhaust muffler. Such equipment shall include, but not be limited to, dump trucks, concrete mixers, excavation equipment, generators, and trucks removing soil, debris or material of any kind from the site, plus delivery vehicles.
  7. Air powered equipment shall be fitted with pneumatic exhaust silencers.
  8. the Health and Safety Plan (HASp), shall include the control measures employed to ensure compliance with all specified noise requirements.
- O. Temporary Fire Protection: Install and maintain temporary fire-protection facilities of types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 241 and New York City Building Code and NYC Office of Emergency Management (OEM) requirements. The following items must be submitted with the Deconstruction Contractor's Implementation Plan and approved by LMDC:
1. Supervise welding operations, combustion-type temporary heating units, and similar sources of fire ignition according to requirements of authorities having jurisdiction.
  2. 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. A welding and burning permit must be obtained before any burning job is started at the Building. Contractors are responsible to provide fire watch and fire extinguishers on all burning and welding jobs.
  4. Fire System – It is the responsibility of the Contractor to notify LMDC before turning off any fire systems.
  5. All personnel designated as fire watch are required to wear orange hard hats.
  6. Fire Protection:
    - a. Maps and Signs. Weatherproof maps indicating emergency egress routes must be posted at all scaffold access/ egress points. Consider the work force to determine whether signs must be posted in languages other than English.
    - b. Fire Extinguishers. Utilize at least 100 lb. size extinguishers to avoid ease of disappearance from Site.

3.5 OPERATION, TERMINATION, AND REMOVAL

- A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.
- B. Maintenance: Maintain facilities in good operating condition until removal.
- C. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Final Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.
  - 1. Materials and facilities that constitute temporary facilities are property of Contractor. LMDC reserves right to take possession of Project identification signs.
  - 2. Repair or replace fences, gates, street paving, curbs, and sidewalks, as required by LMDC and authorities having jurisdiction.

END OF SECTION 01500

SECTION 01524 - DECONSTRUCTION NON-HAZARDOUS, NON-ACM WASTE MANAGEMENT

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes administrative and procedural requirements for the following:
  - 1. Salvaging non-hazardous, non-ACM deconstruction waste.
  - 2. Recycling non-hazardous, non-ACM deconstruction waste.
  - 3. Disposing of non-hazardous, non-ACM deconstruction waste.

1.2 DEFINITIONS

- A. Deconstruction Waste: Non-hazardous, non-ACM Building and Site improvement materials resulting from deconstruction or selective deconstruction operations.
- B. Disposal: Removal off-site of deconstruction waste and subsequent sale, recycling, reuse, or deposit in landfill or incinerator acceptable to authorities having jurisdiction.
- C. Recycle: Recovery of deconstruction waste for subsequent processing in preparation for reuse.
- D. Salvage: Recovery of deconstruction waste and subsequent sale or reuse in another facility.
- E. Salvage and Reuse: Recovery of deconstruction waste and subsequent incorporation into the Work.

1.3 SUBMITTALS

- A. Waste Management Plan: Submit eight (8) copies of plan within ten (10) days of date of execution of the Contract.
- B. Recycling and Processing Facility Records: Indicate receipt and acceptance of recyclable waste by recycling and processing facilities licensed to accept them. Include manifests, weight tickets, receipts, and invoices. Facilities to be approved in advance by LMDC.
- C. Landfill and Incinerator Disposal Records: Indicate receipt and acceptance of waste by landfills and incinerator facilities licensed to accept them. Include manifests, weight tickets, receipts, and invoices. Facilities to be approved in advance by LMDC.
- D. Qualification Data: For refrigerant recovery technician.
- E. Statement of Refrigerant Recovery: Signed by refrigerant recovery technician responsible for recovering refrigerant, stating that all refrigerant that was present was recovered and that recovery was performed according to EPA regulations. Include name and address of technician and date refrigerant was recovered.

#### 1.4 QUALITY ASSURANCE

- A. Refrigerant Recovery Technician Qualifications: Certified by EPA-approved certification program.
- B. Regulatory Requirements: Comply with hauling and disposal regulations of authorities having jurisdiction.
- C. Waste Management Conference: Conduct conference at Project Site to comply with requirements in ~~Division 1~~ Section 01310 -"Project Management and Coordination." Review methods and procedures related to waste management including, but not limited to, the following:
  - 1. Review and discuss waste management plan.
  - 2. Review and finalize procedures for materials separation and verify availability of containers and bins needed to avoid delays.
  - 3. Review procedures for periodic waste collection and transportation to recycling and disposal facilities.
  - 4. Review waste management requirements for each trade.

#### 1.5 WASTE MANAGEMENT PLAN

- A. General: Develop plan consisting of waste identification, and waste reduction work plan. Indicate quantities by weight or volume, but use same units of measure throughout waste management plan.
- B. Waste Identification: Indicate anticipated types and quantities of deconstruction waste generated by the Work. Include estimated quantities and assumptions for estimates.
- C. Waste Reduction Work Plan: List each type of waste and whether it will be salvaged, recycled, or disposed of in landfill or incinerator. Include points of waste generation, total quantity of each type of waste, quantity for each means of recovery, and proposed handling and proposed transportation procedures. Facilities to be approved in advance by LMDC prior to inclusion in the Waste Reduction Work Plan.
  - 1. Salvaged Materials for Reuse: For materials that will be salvaged and reused in this Project, describe methods for preparing salvaged materials before incorporation into the Work.
  - 2. Salvaged Materials for Sale: For materials that will be sold to individuals and organizations, include list of their names, addresses, and telephone numbers.
  - 3. Salvaged Materials for Donation: For materials that will be donated to individuals and organizations, include list of their names, addresses, and telephone numbers.
  - 4. Recycled Materials: Include list of local receivers and processors and type of recycled materials each will accept. Include names, addresses, and telephone numbers.
  - 5. Disposed Materials: Indicate how and where materials will be disposed of. Include name, address, and telephone number of each landfill and incinerator facility.
  - 6. Handling and Transportation Procedures: Include method that will be used for separating recyclable waste including sizes of containers, container labeling, and designated location on Project Site where materials separation will be located.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 PLAN IMPLEMENTATION

- A. General: Implement waste management plan as approved by LMDC. Provide handling, containers, storage, signage, transportation, and other items as required to implement waste management plan during the entire duration of the Contract.
  - 1. Comply with Division 1 Section "Temporary Facilities and Controls" for operation, termination, and removal requirements.
- B. Training: Train workers, subcontractors, and suppliers on proper waste management procedures, as appropriate for the Work occurring at Project Site.
  - 1. Distribute waste management plan to everyone concerned within five (5) days of submittal return.
  - 2. Distribute waste management plan to entities when they first begin work on-site. Review plan procedures and locations established for salvage, recycling, and disposal.
- C. Site Access and Temporary Controls: Conduct waste management operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
  - 1. Designate and label specific areas on Project Site necessary for separating materials that are to be salvaged, recycled, reused, donated, and sold.
  - 2. Comply with Division 1 Section "Temporary Facilities and Controls" for controlling dust and dirt, environmental protection, and noise control.

3.2 RECYCLING DECONSTRUCTION WASTE, GENERAL

- A. General: Recycle paper and beverage containers used by on-site workers.
- B. Procedures: Separate recyclable waste from other waste materials, trash, and debris. Separate recyclable waste by type at Project Site to the maximum extent practical.
  - 1. Provide appropriately marked containers or bins for controlling recyclable waste until they are removed from Project Site. Include list of acceptable and unacceptable materials at each container and bin.
    - a. Inspect containers and bins for contamination and remove contaminated materials if found.
  - 2. Stockpile processed materials on-site without intermixing with other materials. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.
  - 3. Stockpile materials away from deconstruction area.
  - 4. Store components off the ground and protect from the weather.

5. Remove recyclable waste off LMDC's property and transport to recycling receiver or processor.
6. No porous materials may be recycled.

### 3.3 DISPOSAL OF WASTE

- A. General: Except for items or materials to be salvaged, recycled, or otherwise reused, remove waste materials from Project Site and legally dispose of them in a landfill or incinerator acceptable to authorities having jurisdiction and approved in advance by LMDC.
  1. Except as otherwise specified, do not allow waste materials that are to be disposed of accumulate on-site.
  2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
- B. Burning: Do not burn waste materials.
- C. Disposal: Transport waste materials off LMDC's property and dispose of them in accordance with Legal Requirements.

END OF SECTION 01524

## SECTION 01595 – SAFETY AND HEALTH

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. References: In addition to publications referenced elsewhere in the Contract Documents, including the Health and Safety Plan (HASP) as provided in Section 5 of the Deconstruction Plan which shall be utilized until the Deconstruction Contractor's HASP is approved, the following Code of Federal Regulations (CFR) publications designate and define hazardous materials and conditions, and establish procedures for handling these materials and conditions.
  - 1. 29 CFR, Part 1910: Occupational Safety and Health Administration (OSHA) General Industry and Health Standards.
  - 2. 29 CFR, Part 1926: OSHA Construction Industry Standards.
  - 3. 40 CFR, Part 61: National Emission Standards for Hazardous Air Pollutants.
  - 4. 40 CFR, Part 261: Environmental Protection Agency (EPA) Characteristics of Hazardous Waste.
  - 5. 40 CFR, Part 761, EPA Polychlorinated Biphenyls (PCBs), Manufacturing, Processing, Distribution in Commerce and Use Prohibitions.
  - 6. 40 CFR, Part 763: EPA Asbestos.
- B. Hazardous Materials: Some hazardous and toxic materials and substances are included in 29 CFR Part 1910, subparts H and Z, and in 29 CFR Part 1926. Commonly encountered hazardous materials are set forth in the Waste Management Section of the Deconstruction Plan.
- C. Acquisition of Publications: Referenced CFR publications may be purchased from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402.

#### 1.2 SAFETY MEETING

- A. Prior to commencing deconstruction, and during the progress of the Project as requested by the Owner's Representative, representatives of the Contractor, including the principal on-site project representative and one or more safety representatives, shall meet with designated representatives of LMDC for the purpose of reviewing the Current HASP, the Proposed HASP, and the Contract's safety and health requirements.
- B. The Contractor's safety and health program shall be reviewed, and implementation of safety and health provisions pertinent to the Work shall be discussed.

#### 1.3 COMPLIANCE WITH LEGAL REQUIREMENTS

- A. The Work, including contact with or handling of Hazardous Materials, disturbance or dismantling of structures containing Hazardous Materials, and disposal of Hazardous Materials, shall comply with Legal Requirements including 29 CFR Parts 1910 and 1926, and 40 CFR Parts 61, 261, 761 and 763.

1. Work involving disturbance or dismantling of asbestos or asbestos containing materials, deconstruction of structures containing asbestos and removal of asbestos, shall comply with ICR 56 (see Current HASP), 40 CFR Part 61, Subparts A and M, 29 CFR Parts 1910 and 1926, and 40 CFR Part 763 as applicable.
  2. Work shall additionally comply with applicable state and local safety and health regulations.
  3. In case of a conflict between applicable regulations, the more stringent requirements shall apply.
- B. Contractor Responsibility: The Contractor shall assume full responsibility and liability for compliance with all applicable Legal Requirements, codes, standards and regulations pertaining to the health and safety of personnel during execution of the Work, and shall hold LMDC harmless for any action on the Contractor's part, or that of the Contractor's employees or subcontractors, that results in illness, injury or death.
1. The Contractor shall have written safety and health plan in compliance with 29 CFR Parts 1910 and 1926. Contractor shall comply with the Proposed HASP until such time as the Contractor's health and safety plan has been approved by LMDC and Governmental Authorities.
  2. Refer also to Section 01310, Project Management and Coordination for site safety manager requirements.

#### 1.4 SUBMITTALS

- A. Contractor's Health and Safety Plan (HASP): The Contractor shall submit, for approval, copies of the Contractor's Health and Safety Plan, as applicable to the Work, or required as a result of the safety meeting, including but not necessarily limited to the following: Contractor's Health and Safety Plan is to be incorporated into the Contractor's Implementation Plan.
1. Occupational Noise Exposure.
  2. Fall Protection.
  3. Personnel Protective Equipment.
  4. Control of Hazardous Energy.
  5. Electrical Safety Related Work Practices.
  6. Lead.
  7. Asbestos.
  8. Respirator Protection.
  9. Confined spaces.
- B. Contractor's Site Safety Plan: In addition to specific safety and health programs applicable to the Project, Contractor shall submit its general safety plan listing emergency procedures and contact persons with home addresses and telephone numbers. Contractor's Site Safety Plan is to be incorporated into the Contractor's Implementation Plan.
- C. Emergency Action Plan (EAP): Contractor shall comply with the current Emergency Action Plan until such time as the Contractor's Emergency Action Plan has been approved by LMDC, and all Governmental Authorities. Contractor's Emergency Action Plan is to be incorporated into the Contractor's Implementation Plan.
- D. Submit copies of shipping manifests and permits from applicable Federal, State or Local authorities and disposal facilities, and submit certificates that Hazardous Material has been

disposed of in accordance with regulations. Refer to ~~Division~~ Volume II Specifications Sections 2-sections for Hazardous Material documentation requirements.

- E. Accident Reporting: Submit a copy of each accident report that the Contractor or Subcontractors submits to their insurance carriers, within 24 Hours after the date of the accident. Contractor to immediately notify Owner and Owner's Authorized Representative.

## PART 2 - PRODUCTS

### 2.1 PERSONNEL PROTECTIVE EQUIPMENT

- A. Special facilities, devices, equipment and similar items used by the Contractor in execution of the Work shall comply with 29 CFR Part 1910, Subpart I and other applicable regulations.

## PART 3 - EXECUTION

### 3.1 EMERGENCY SUSPENSION OF WORK

- A. When the Contractor is notified by LMDC, or Owner's Representative, of non-compliance with the safety or health provisions of the Contract, the Contractor shall immediately, unless otherwise instructed, correct the unsafe or unhealthy condition.
  1. If the Contractor fails to comply promptly, all or part of the Work will be stopped by notice from LMDC or Owner's Representative.
  2. When, in the opinion of and by notice given by LMDC or Owner's Representative, satisfactory corrective action has been taken by the Contractor, Work shall resume.
  3. The Contractor shall not be allowed any extension of time or compensation for damages in connection with a work stoppage for an unsafe or unhealthy condition.

### 3.2 PROTECTION OF PERSONNEL

- A. The Contractor shall take all necessary precautions to prevent injury to the public and personnel employed in the Work, or damage to property of others. The public includes all persons not employed by the Contractor or a subcontractor. Refer to Section 01500, "Temporary Facilities and Controls" for specific details of required protection.
- B. Wherever practical, the work area shall be fenced, barricaded or otherwise blocked off from the public or occupants to prevent unauthorized entry into the work area.
  1. Provide traffic barricades and traffic control signage where deconstruction activities occur in vehicular areas.
  2. Corridors, aisles, stairways, doors and exitways shall not be obstructed or used in a manner to encroach upon routes of ingress or egress, or to present an unsafe or unhealthy condition.
  3. Store, position and use equipment, tools, materials, scraps and trash in a manner that does not present a hazard by accidental shiftings, ignition or other hazardous activity.
  4. Store and transport refuse and debris in a manner to prevent unsafe and unhealthy conditions. Cover refuse containers, and remove refuse on a frequent regular basis

acceptable to LMDC. Use tarpaulins or other means to prevent loose non-hazardous, non-ACM transported materials from dropping from trucks refer to Section 01500.

- C. Contractor is required to provide and obtain Owner's approval for the following standards including but not limited to:
  - 1. Fall Hazard Procedures.
  - 2. Confined Space Procedures.
  - 3. Burning & Welding Procedures.
  - 4. Hazard Communication Procedure.
  - 5. Personal Protective Equipment.
  - 6. Evacuation Procedures.
  - 7. HASP Plan, Site Safety Plan, and Emergency Action Plan. (Current plans can be viewed on the LMDC Website at [www.renewnyc.com](http://www.renewnyc.com)).
- D. Provide an emergency first aid kit and an automated external defibrillator.

### 3.3 ENVIRONMENTAL PROTECTION

- A. Dispose of solid, liquid and gaseous contaminants in accordance with Legal Requirements.
- B. Comply with Legal Requirements, including but not limited to 29 CFR 1910.95 and 29 CFR 1926.52.

### 3.4 HOUSEKEEPING

- A. Contractor is to provide the means and methods to insure a clean Site. Upon notification to Contractor (24 hrs.), if Site is not kept clean to the satisfaction of LMDC, the services of a qualified cleaning contractor may be utilized, and costs for same will be back-charged accordingly to the Contractor.
- B. All scrap, trash and refuse to be removed from the Site, is to be placed in truck or suitable containers furnished by Contractor, so that the area will be clean at all times. Contractors are to be responsible for cleanliness of area in which they work.
- C. Deposit scrap, oil rags, matches, etc., in proper containers.
- D. Pipes, conduits or structural steel must not be left hanging unguarded where they will constitute a hazard.
- E. Boards with protruding nails or other loose material must not be left on floor where they may be stepped on or become stumbling hazards. Holes, inserts, bolts or other stumbling hazards in floor must not be left unguarded.
- F. Contractor must see that all loose materials are removed from overhead before leaving the Site. Contractor to make provisions while working to prevent tools, materials, etc., from falling.
- G. All lunch bags, coffee cups, sandwich wrapping, soda bottles are to be placed in proper disposal containers and not left lying around.

- H. Contractor must make available marked containers for recycling plastics, bottles, paper, etc consistent with Local Law 78. [http://www.nyc.gov/html/dos/html/bw\\_home/index.html](http://www.nyc.gov/html/dos/html/bw_home/index.html).

3.5 RULES FOR PERSONAL CONDUCT (coordinate these provisions with the Current HASP)

- A. No drinking, or possession of, alcoholic beverages or any and all other controlled substances are allowed on the Site at any time, including off-site during Working hours. Failure to abide will result in automatic permanent dismissal from the site.
- B. No gambling of any kind is allowed on the Site.
- C. Smoking will be permitted in designated areas only.
- D. All Contractor employees are restricted to areas in which their respective jobs are operating. They are not to wander around.
- E. Theft or misappropriation of employee or LMDC's property shall be subject to immediate legal action. All packages are subject to inspection by security.
- F. Horseplay will not be tolerated.
- G. Rules for personal hygiene in regards to toilet facilities being used must be adhered to.
- H. Prior to starting a job location, advise all employees where the nearest safety exit and means of communications are located.
- I. Failure to cooperate with any member of management, in the performance of their duties will be grounds for denial of entry onto Site.
- J. Failure to abide by the safety, housekeeping and personal conduct rules set forth, will result in Contractor employee being barred from the Site.
- K. Personnel will not be permitted to work in sandals, sneakers, or any other articles of clothing that may be deemed hazardous by LMDC.

3.6 EMERGENCY CONTACT

- A. Contractor is to provide primary and secondary contact person(s) for emergency notification 24-hours per day, 7-days per week should a problem arise at the Project Site.

END OF SECTION 01595

## SECTION 01770 - CLOSEOUT PROCEDURES

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. This Section includes administrative and procedural requirements for Contract closeout including, but not limited to, the following:
  - 1. Inspection procedures.
  - 2. Project record document submittal.
  - 3. Final cleaning.
- B. Other closeout requirements for all Work are included in the individual sections and in the General Conditions.
- C. Solely for purposes of the Specifications, "Substantial Completion" is defined as that state when the Contractor has complied with the Contract requirements, except for minor deviations, and the Project is sufficiently complete and capable of being used by LMDC for the intended purpose.

#### 1.2 SUBSTANTIAL COMPLETION

- A. Preliminary Procedures: Before requesting inspection for Substantial Completion, complete the following.
  - 1. Provide supporting documentation for completion as indicated elsewhere in the Contract Documents and a statement showing an accounting of changes to the Lump Sum if any.
  - 2. Submit a list to LMDC, of incomplete items, the value of incomplete Work, and reasons the Work is not complete.
  - 3. Obtain and submit releases enabling LMDC unrestricted use of the Work and access to services and utilities.
  - 4. Submit final Project photographs, damage or settlement survey, and utility lines survey.
- B. Inspection Procedures: On receipt of a request for inspection, the Owner's Representative will either proceed with inspection or advise the Contractor of unfilled requirements. LMDC will notify the Contractor of Substantial Completion following the inspection or advise the Contractor of Work that must be completed or corrected before Substantial Completion.
  - 1. The Owner's Representative will repeat the inspection when requested and when assured that the Work is substantially complete.
  - 2. Results of the completed inspection will form the basis of the requirements for Final Completion.

#### 1.3 FINAL COMPLETION

- A. Preliminary Procedures: Before requesting reinspection for Final Completion, complete the following:

1. Submit final payment request with releases and supporting documentation not previously submitted and accepted.
  2. Submit an updated final statement, accounting for final additional changes to the Lump Sum, if any.
  3. Submit a certified copy of the previous Substantial Completion inspection list of items to be completed or corrected. The certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance, and shall be endorsed and dated by the Contractor.
  4. Submit record documents and similar final record information.
- B. Reinspection Procedure: ~~The Subject to the General Conditions,~~ the Owner's Representative will reinspect the Work upon receipt of notice from the Contractor that the Work, including inspection list items from earlier inspections, has been completed, except for items whose completion is delayed under circumstances acceptable to LMDC.
1. Upon completion of reinspection, LMDC will either issue a ~~Notice-Certificate~~ of Final Completion to the Contractor or advise the Contractor of Work that is incomplete or of obligations that have not been fulfilled and are required for Final Completion.
  2. If necessary, reinspection will be repeated.

#### 1.4 RECORD DOCUMENT SUBMITTALS

- A. Record documents are not to be used for Deconstruction purposes. Provide access to record documents for Owner's reference during Normal Working Hours.
- B. Record Drawings: Maintain and submit a clean, undamaged set of blue or black line white prints of Contract drawings and shop drawings. Such shall be marked up to show any remaining portions of the building to include the existing foundation, Cellar "B" slab, locations of utilities, and retaining wall bracing. Mark the drawing that is most capable of showing conditions fully and accurately. Where shop drawings are used, record a cross reference at the corresponding location on the Contract drawings. Give particular attention to concealed elements that would be difficult to measure and record at a later date.
1. Mark record sets with red erasable pencil. Use other colors to distinguish between variations in separate categories of the Work.
  2. Mark new information not shown on Contract Drawings or Shop Drawings.
  3. Note related Change Order numbers where applicable.
  4. Organize record drawing sheets into manageable sets. Bind sets with durable-paper cover sheets. Print suitable titles, dates, and other identification on the cover of each set.
- C. Record Specifications: Maintain and submit one complete copy of the Specifications with addenda. Include one copy of other written construction documents, such as Change Orders and modifications issued in printed form during deconstruction.
1. Mark these documents to show substantial variations in actual Work performed in comparison with the text of the Specifications and modifications.
  2. Give particular attention to substitutions and selection of options, and information about concealed construction that cannot otherwise be readily determined later by direct observation.
  3. Note related record drawing information and product data.

- D. Other Documentation: Maintain and submit complete Hazardous Materials Waste Manifests and a complete and comprehensive summary of waste management and energy consideration goals and accomplishments.

#### 1.5 UTILITY LINES SURVEY

- A. Provide an accurately dimensioned survey showing location and elevation and condition of all utility lines subsequent to deconstruction including caps, valves, connections and changes in direction, within property lines and outside of building walls for a distance 5' beyond the point of disconnection.
  - 1. Points where utility lines leave buildings shall be dimensioned from Building corners.
  - 2. Points where utility lines cross property lines shall be dimensioned from lot monuments.
  - 3. Final survey shall be performed by a New York State licensed surveyor stamped and submitted on a mylar transparency.

#### 1.6 FINAL SITE SURVEY

- A. Provide an accurately dimensioned topographical conditions survey showing meets and bounds and final elevations including but not limited to the following:
  - 1. Existing Slab.
  - 2. Foundation Walls.
  - 3. Structural Steel.
  - 4. Sidewalks.
  - 5. Ramps.
  - 6. Driveways.
  - 7. Curb Cuts.

#### 1.7 COMPLIANCE WITH GENERAL CONDITIONS REQUIREMENTS

- A. Comply with all requirements following Final Completion set forth in Article 28 of the General Conditions.

### PART 2 - PRODUCTS (Not Applicable)

### PART 3 - EXECUTION

#### 3.1 FINAL CLEANING

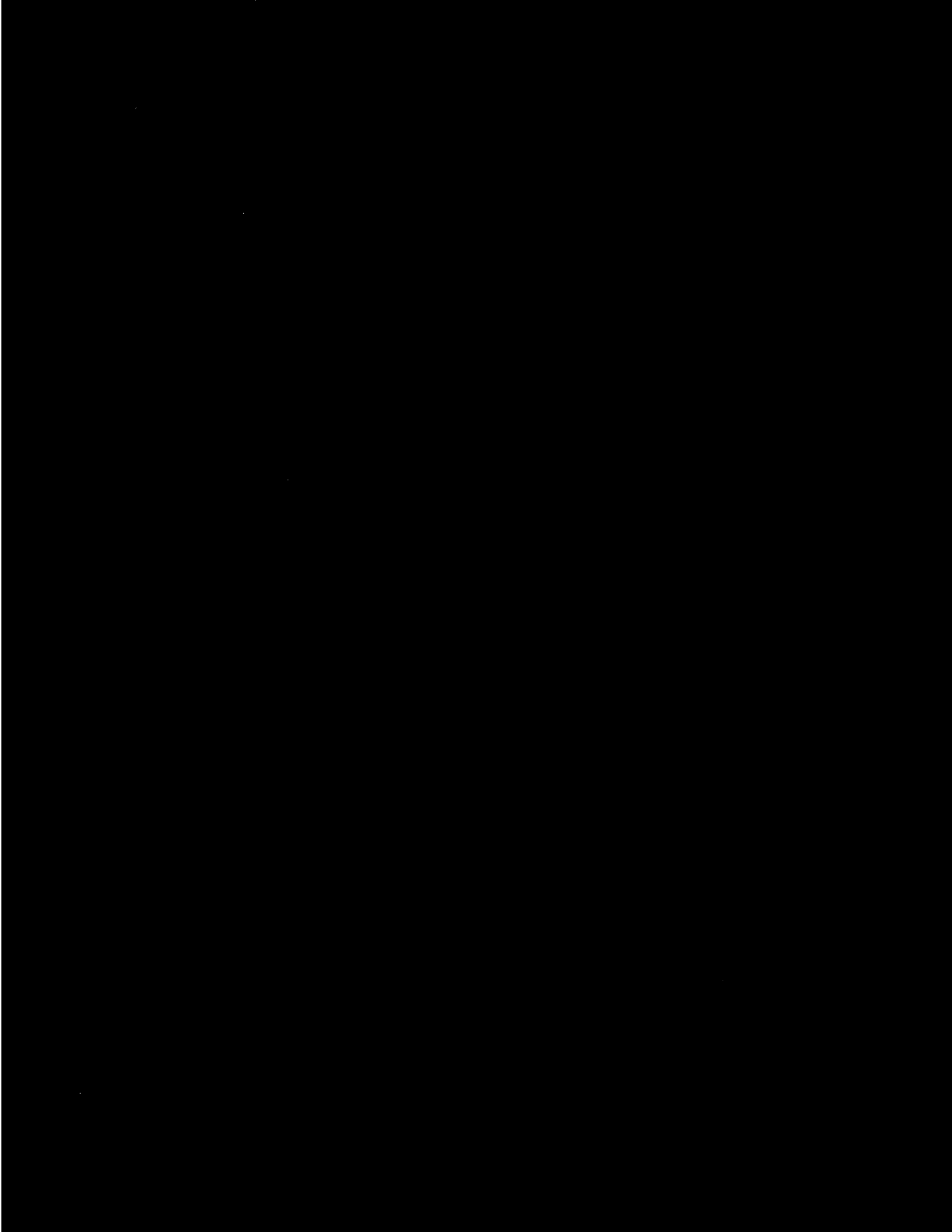
- A. Remove all deconstructed materials, equipment and debris from the Site at the completion of the Work.
- B. Pest Control: Engage an experienced, licensed exterminator to make a final inspection and rid the Project of rodents, insects, and other pests.

- C. Removal of Protection: Remove temporary protection and facilities installed for the protection of the Work during deconstruction unless otherwise directed by LMDC.
- D. Compliance: Comply with all Legal Requirements regarding cleaning. Do not burn waste materials. Do not bury debris or excess materials on the Site or any adjacent property. Do not discharge volatile, harmful, or dangerous materials into drainage systems. Remove waste materials from the Site, transport and dispose of them lawfully.

### 3.2 DEMOBILIZATION

- A. Refer to Section 01500 for removal of temporary facilities and controls.

END OF SECTION 01770



ADDENDUM to Invitation to Bid, Deconstruction Contract and General Conditions for the CLEANING AND DECONSTRUCTION OF 130 LIBERTY STREET, New York, NY issued by LOWER MANHATTAN DEVELOPMENT CORPORATION dated July 7, 2005 (this "Addendum"):

This Addendum modifies and amends certain provisions of the Invitation to Bid, and the form of Deconstruction Contract and General Conditions included with the Invitation to Bid, for the above project dated June 13, 2005. Such modifications and amendments are now (and shall be deemed) incorporated in and part of such Invitation to Bid, Deconstruction Contract and General Conditions.

#### MODIFICATIONS AND AMENDMENTS TO INVITATION TO BID

The Invitation to Bid is hereby modified as follows:

Cover page: The deadline for submission of Bids is changed to July 18, 2005 at 11:00 a.m. EST (with corresponding changes in Article I.B).

Article II: In the "NOTE" at the end of Article II, the date at the end is changed from June 20, 2005 to "June 22, 2005."

Article III: The "NOTE" at the end of Section A is revised to read as follows: "Bidders should include, as part of the foregoing, information covered under Section IV below for each partner/venturer/member."

Article III: Section B.2 is revised in its entirety to read as follows: "For work added by change order, the current hourly rates the firm pays under its collective bargaining agreements."

Attachment 6 (Bid Bond): In the line item labeled "PROJECT TO BE BID", delete the words "[insert trade scope]" and replace with "Cleaning and Deconstruction of 130 Liberty Street, New York, New York."

Attachment 6 (Bid Bond): In the line item labeled "BID DUE DATE:", insert afterwards "July 18, 2005."

#### MODIFICATIONS AND AMENDMENTS TO DECONSTRUCTION CONTRACT

The Deconstruction Contract is hereby modified as follows:

The table of contents is revised to include as Article 8 "BID FORM; ALLOWANCES; UNIT PRICES", with the following Articles renumbered so that "SERVICE OF NOTICES" is Article 9 and so that "AUTHORIZED REPRESENTATIVES; KEY PERSONNEL" is Article 10.

Article 1: In the definition of "Owner's Representative" change "URS Corporation" to "URS Corporation-New York".

Article 2: In clause (iii), change "Deconstruction Plan" to "Scope of Work;".

Article 9: In subsection C., delete "[to be inserted]" and insert: "Executive Director, Lower Manhattan Construction Command Center, 1 Liberty Plaza, New York 10006."

Annex "5": In Section I, change "WTC dust" to "WTC Dust" in the first paragraph.

Annex "5": In Section I.C, add the following at the end of the first sentence after "Contract Documents:" to read as follows: "(other than Non-ACM Building Component HazMat)."

Annex "5": In Section I.D, insert the following at the end of the third sentence: "(except costs for same relating to Non-ACM Building Component HazMat)."

## MODIFICATIONS AND AMENDMENTS TO GENERAL CONDITIONS

The General Conditions are hereby modified as follows:

Table of Contents: Article 13 is revised to replace "[omitted]" with "ACCELERATION OF WORK".

Table of Contents: Article 27 is revised to delete "CERTIFICATES OF PARTIAL COMPLETION" and insert "[OMITTED]".

Table of Contents: Exhibit "2" is revised to insert "AFFADAVIT AND" before "WAIVERS OF LIEN".

Table of Contents: Exhibit "3" is revised to delete "[OMITTED]" and insert "LMDC STANDARD BUSINESS BACKGROUND QUESTIONNAIRE".

### Article 1. Definitions:

Deconstruction Plan: Insert "or proposed amendments" following "drafts or earlier versions".

Extra Work: Delete "(a)" after "means:" and insert "(a)" after "hereof which". Delete "Work" after "(b)" and replace with "is".

Final Completion Date: Insert "January, 1 2007," following "means".

Legal Requirement: The words "governmental authority" should be "Governmental Authority".

Materialman: After "Materialman", insert the following: "or 'materialman' or 'supplier' or 'vendor'."

Owner's Representative: Delete the entire definition (because this is defined in the Deconstruction Contract).

Statutory Change: Insert "or applications" following "any change in interpretations".

Article 4: After the sentence that begins, "Contractor represents," insert the following:

"Notwithstanding anything to the contrary in the Contract Documents, express or implied, Contractor agrees that Contractor will not include any sales tax in any labor, materials, or Extra Work to be furnished under any Change Order."

Article 5: Replace "subcontracts" with "construction contracts" at end of first paragraph.

Article 8: In the third paragraph following "E." delete the number "9." On a new line, insert "10.)" followed by:

"(to the extent not provided above) any information required to be submitted on a monthly basis pursuant to Specifications Section 01320."

Article 9: In the third paragraph, insert "of LMDC" following "specified in the foregoing certificate".

Article 13: Delete "[OMITTED]" and insert the following:

"13. ACCELERATION OF WORK

A. If at any time the Work is not progressing in accordance with the CPM Schedule or the Work is likely to be delayed for any reason within the control of Contractor, or if LMDC otherwise desires to accelerate the Work for any reason, LMDC may give Contractor Notice requiring Contractor to:

- 1.) increase the number of workers and/or the amount or types of machinery, tools, equipment, or materials employed by Contractor in or for the performance of the Work; and/or
- 2.) schedule and conduct additional lawful work shifts.

Contractor shall undertake immediately all such action which LMDC so requires, subject to availability of labor and materials (unless LMDC deems such action necessary by reason of Contractor's failure to make timely arrangements for labor and materials). Costs of additional labor, machinery, tools, equipment and/or materials, if any, required by LMDC under this Article:

3.) shall be borne by Contractor as part of the Lump Sum if and to the extent the applicable acceleration of Work was necessary or appropriate to maintain Contractor's compliance with, and progress under, the CPM Schedule as updated pursuant to the Specifications immediately prior to the date of such acceleration; or

4.) otherwise shall be borne by LMDC as Extra Work.

If LMDC and Contractor do not agree as to the cause of any delay in the Work, or if Contractor disputes the necessity of accelerating the Work, nevertheless Contractor shall comply with LMDC's requirements and shall continue to prosecute the Work, subject to Article 17 hereof (with respect only to a determination of compensation for Extra Work). Whether or not LMDC exercises the same, LMDC's right to accelerate performance of the Work under this Article shall not limit, modify or waive any of LMDC's rights or remedies under the Contract and shall not excuse Contractor from the obligation to employ and/or furnish labor, machinery, tools, equipment, materials, or other Work on an overtime or accelerated basis or otherwise in such extra or additional lawful amounts as may be necessary to complete the Work when required under the Contracts Documents."

Article 14: In the last paragraph, insert "conflicting" before "provision of the Specifications".

Article 17: In the first sentence, delete "to which this Contract relates shall". In the second paragraph, change "Contract" to "contract" following "breach of". In the second paragraph following "(c)", insert the phrase "Interim Arbitrator and to the" following "(which shall be given to".

Article 18: Under "(a)", replace "Specifications" with "Contract Documents".

Article 19: In the first paragraph, the word "Contract" should be lower-case following "breach of".

Article 24: Replace "final completion" with "Final Completion".

Article 27: Replace "CERTIFICATES OF PARTIAL COMPLETION" with "[OMITTED]" and delete following two paragraphs.

Article 28: Under "B.", insert at the beginning of the sentence "unless LMDC directly or otherwise takes possession of and uses the same under Article 35,". Under "E.", insert "not assigned to LMDC" after "any subcontractors". In the last sentence of the last paragraph, delete "this Article" and replace with "the paragraph above."

Article 30: In the second paragraph following "M.", in the second parenthetical, insert "those set forth in" following "including".

Article 31: Under "K.", the word "dust" should be "Dust." At the end of the paragraph immediately following "O.", insert the following as a new sentence at the end:

"Notwithstanding anything to the contrary in this Article 31, Contractor is not responsible for the acts or omissions of the Scaffolding Contractor, except to the extent of Contractor's negligence or willful misconduct."

In the last paragraph, insert "the Port Authority of New York and New Jersey (the 'Port Authority')" following "Owner's Representative;".

Article 33: Under "D.", delete "their respective" and replace with "its".

Article 36: At the end of the first sentence, delete ", except as set forth in the third paragraph of this Article." In the second paragraph, under "(b)", insert "if" following "Indemnatee".

Article 37: In the last parenthetical of the second paragraph, replace "10" with "8".

Schedule A:

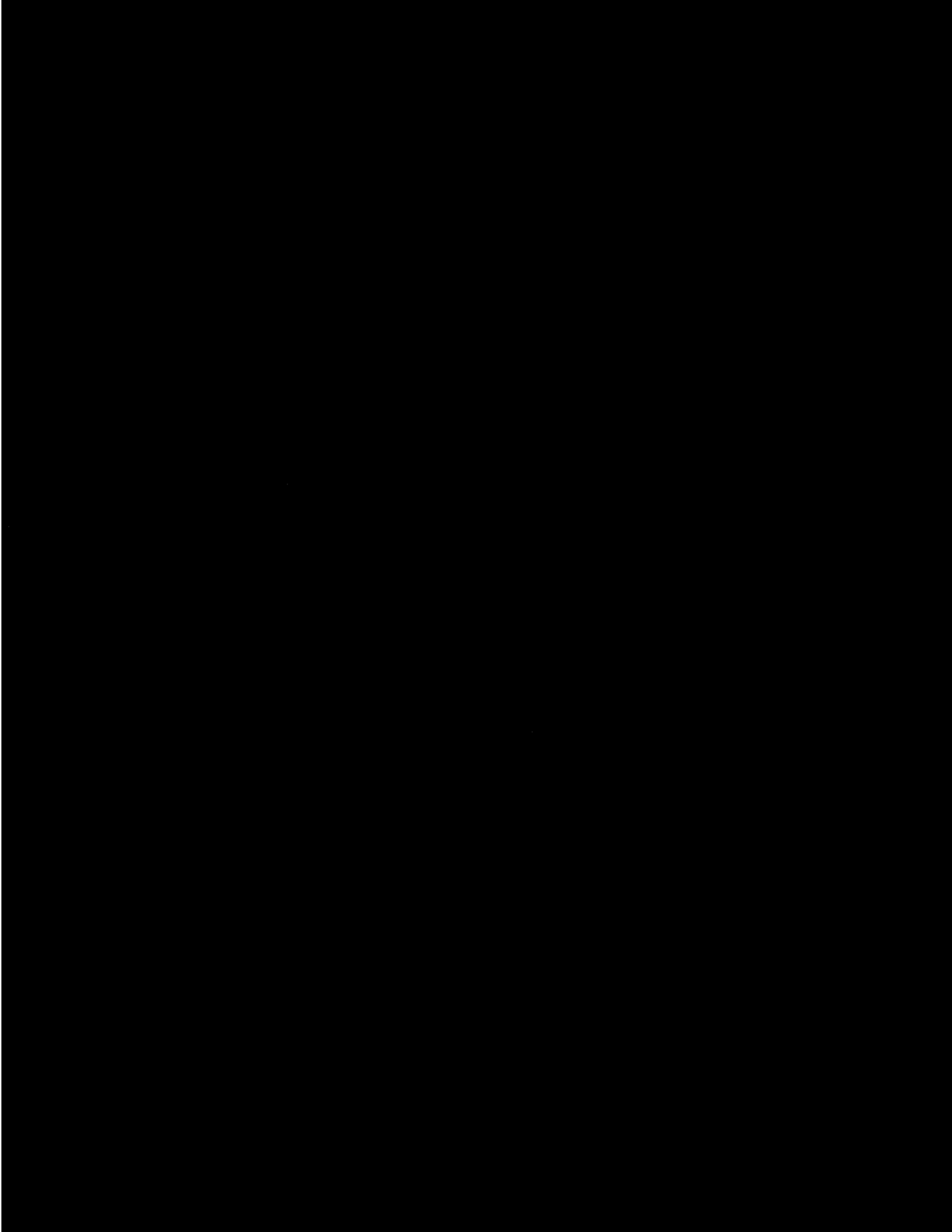
A1.6 (erroneously numbered as A1.2): Insert "or other entity" following "partnership".

A3.2: Following "writing by LMDC", insert "or in the Contract Documents".

Schedule I: Under "3.", replace "iii" with "ii". Under "9.", replace the second repetition of the word "Contractor" with "Subcontractor".

Exhibit 1-A: Delete the word "Trade" before "Contract" and in each instance it occurs.

Exhibit 1-B: Delete the word "Trade" before "Contract" and in each instance it occurs.



[LMDC Letterhead]

July \_\_, 2005

[insert Contractor's address]

Attn:

Re: 130 Liberty Street – PARTIAL NOTICE TO PROCEED

Dear \_\_\_\_\_:

As of the date hereof, [Contractor] ("Contractor") has executed the Deconstruction Contract ("Deconstruction Contract") between Contractor and Lower Manhattan Development Corporation ("LMDC") for the cleaning and deconstruction of the building at 130 Liberty Street. Words and phrases defined in the Deconstruction Contract and the General Conditions have the same meanings in this letter.

LMDC has not yet executed the Deconstruction Contract, which must undergo LMDC's internal approval and execution process (including final board authorization). However, to maintain schedule in the expectation that LMDC will execute the Deconstruction Contract, LMDC desires Contractor to proceed with the preparation, planning, engineering and obtaining of permits necessary before the cleaning and deconstruction Work can begin at the Site. Accordingly, subject to the conditions set forth below, LMDC hereby authorizes Contractor to proceed with the following Work (subject to the \$ \_\_,000,000 limit set forth below):

- (a) Preparation and submittal of Contractor's Implementation Plan (see Article II.C and II.J of Annex "6");
- (b) Preparation, submittal and obtaining of necessary permits for approval of Contractor's Implementation Plan (see Article II.C and II.J of Annex "6");
- (c) Preparation and submittal of initial CPM Schedule (see Specification Section 01311); and
- (d) Preparation and submittal of shop drawings as required by the Specifications.

Contractor shall invoice for the above items of Work in accordance with the provisions of the General Conditions and the Schedule of Values set forth in Annex "2" to the Deconstruction Contract until Contractor has invoiced \$ \_\_,000,000—at which point Contractor shall cease Work unless and until LMDC has either executed the Deconstruction Contract or issued to Contractor a further written authorization to proceed.

Contractor shall perform the above items of Work in accordance with the Contract Documents as if the Deconstruction Contract had been fully executed by both parties. Contractor shall not perform any Work involving cleaning or structural deconstruction at the Site unless and until LMDC has executed the Deconstruction Contract.

This authorization to proceed does not constitute an agreement by LMDC to execute the Deconstruction Contract. At such time (if any) as LMDC executes the Deconstruction Contract,

Contractor will continue (or resume) the Work in accordance with the terms and conditions of the Contract Documents.

If for any reason LMDC does not execute the Deconstruction Contract, LMDC shall have no liability to Contractor other than paying Contractor amounts earned by Contractor (not to exceed the \$\_\_\_\_,000,000 limit above) for the items of Work authorized by this Partial Notice to Proceed.

If LMDC executes the Deconstruction Contract after \_\_\_\_\_, 2005, Contractor will be granted a day-for-day extension of the Final Completion Date.

Please indicate your agreement to the foregoing in the space provided below.

Sincerely,

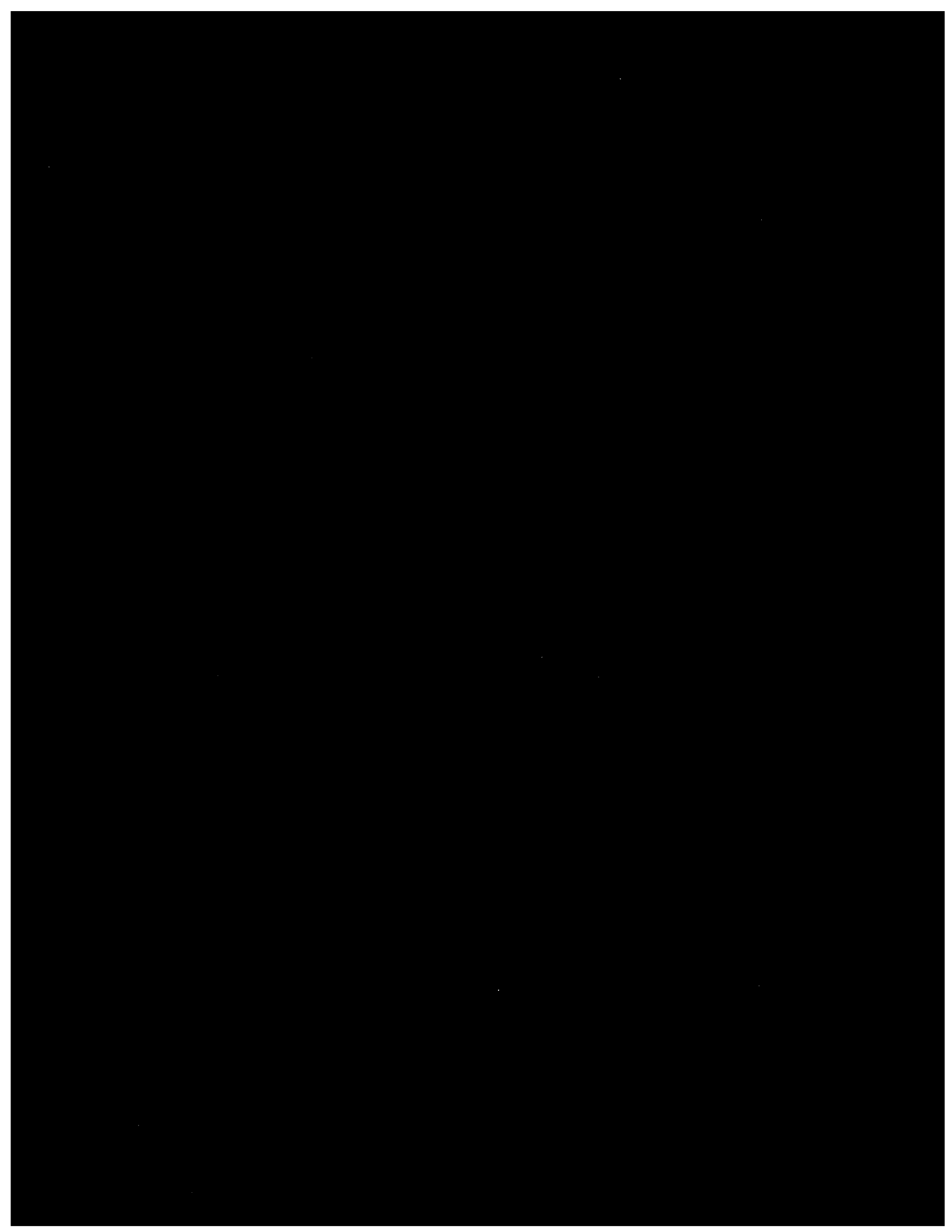
THE LOWER MANHATTAN  
DEVELOPMENT CORPORATION

By: \_\_\_\_\_  
Name:  
Title:

AGREED:

[Contractor]

By: \_\_\_\_\_  
Name:  
Title:



**Attachment 9**

**Deliverables and Contract Milestones – Deconstruction Contract**

Advertisement	June 06, 2005
Document Pick-up	June 13, 2005
Mandatory Pre-Bid Conference	June 22, 2005
1 <sup>st</sup> Walk – Thru	June 27, 2005
2 <sup>nd</sup> Walk – Thru	June 29, 2005
Last Date Pre-Bid RFI's	July 01, 2005
Final addendum Issued	July 08, 2005
Bid Date	July <del>12</del> <u>18</u> , 2005
Partial Notice of Award / Notice to Proceed (Submittals, Engineering & Permits, Mobilization & Env. Commencement)	July <del>18</del> <u>22</u> , 2005
Full Notice of Award / Notice to Proceed	Aug 15, 2005
Mobilization	July 25, 2005
All Shop Drawings / Submittals (Complete)	Aug 01, 2005
Hoist in Place	Oct 31, 2005
Start Environmental Cleanup	Aug 15, 2005
Top 12 Floors (Penthouse to 29 <sup>th</sup> Floor)	Oct 28, 2005
Mid 12 Floors (28 <sup>th</sup> to 17 <sup>th</sup> Floor)	Feb 14, 2006
Mid Low 12 Floors (16 <sup>th</sup> to 5 <sup>th</sup> Mezz. Floor)	Jun 14, 2006
Lower Floors (1 <sup>st</sup> to 5 <sup>th</sup> Floor)	Feb 14, 2006
Basement Floors (Cellar A to B)	Oct 28, 2005

Finish Environmental Cleanup	June 14, 2006
Set Crane Complete	Nov 14, 2005
Start Interior Demolition	Sept 01, 2005
Start Exterior Deconstruction	Nov 15, 2005
Deconstruction Mile Stone Dates	
○ 42 <sup>nd</sup> thru 26 <sup>th</sup> floor complete	Mar 15, 2006
○ 25 <sup>th</sup> thru 12 <sup>th</sup> floor complete	July 15, 2006
○ Deconstruction complete	Dec 14, 2006
Site Completion	Dec 31, 2006
Project Closeout	Jan 30, 2007