

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 Building¹ 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 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, 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 Report² and the Supplemental Characterizations³ 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

¹ Capitalized defined terms not defined herein shall have the meanings set forth in the General Conditions issued herewith.

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

³ 130 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 ~~firespray-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 5th floor and 38th/39th 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 3rd floor lobby to the 16th floor (stopping at all floors).
- Eight (8) mid-rise cars, traveling from the 3rd floor lobby to the 28th floor (stopping at 3 and 17-28),
- Seven (7) high-rise cars, traveling from the 3rd floor lobby to the 38th floor (stopping at 3 and 28-38).
- One (1) car traveling from basement level B to 39th floor.
- Two (2) cars traveling from basement level B to 38th 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 13th, 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: On May 12, 2005, LMDC submitted four sections of the revised draft Phase I Deconstruction Plan to various Governmental Authorities for review, direction, and approval. LMDC submitted Section 1– Waste Management Plan, Section 2- Ambient Air Monitoring Program, Section 3– Emergency Action Plan, and Section 5- Health and Safety Plan. LMDC shall be submitting Section 4, the Asbestos and COPC Abatement and Removal Plan, shortly. Currently submitted portions of the Deconstruction Plan are available on LMDC's website: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

9)

9)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.

10)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.

11)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, NYSDOL; 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. LMDC has proposed to modify the Current HASP. In May 2005 LMDC released a document entitled "Health and Safety Plan for the 130 Liberty Street Building Phase I 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 Phase I Deconstruction Plan, the requirements outlined in the Proposed HASP, as and if approved, shall supersede and replace the Current HASP. The Contractor shall develop and implement its own health and safety plan that is no less stringent than the Current HASP (or Proposed HASP, if it is approved at that time) and cause all persons working or otherwise present at or about the Project to comply with said plan.~~

- 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
 - ~~e)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 (“SOF”);
 - 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) Respiratory protection failure.~~
 - ~~h) 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 PE.
- 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. The site shall be backfilled with clean select fill per the referenced specification sections.
- 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 have been disconnected by LMDC under a previous contract. The disconnection shall 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 Contractor shall be responsible for removal and proper off-site disposal of all wastes generated during the work.

Q.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 ~~in compliance with all Legal Requirements.~~
- 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)v)~~ ~~Removal, handling and disposal of asbestos containing gaskets in pipe flange assemblies.~~
- ~~x)w)~~ Removal, handling and proper disposal of transformers known or presumed to contain PCB's (see Specification Section 02091).
- ~~y)x)~~ Removal and legal disposal of all deconstruction debris.
- ~~z)y)~~ Processing of uncontaminated concrete debris into particles of suitable size for use as backfill.
- ~~aa)z)~~ Temporary bracing to insure the stability of all structures during deconstruction.
- ~~bb)aa)~~ Manifesting and documentation of legal disposal of all regulated and non-regulated material.
- ~~ee)bb)~~ Temporary enclosures and personnel safety measures.
- ~~dd)cc)~~ Clean Up.
- ~~ee)dd)~~ Compliance with all applicable Legal Requirements and LMDC requirements.

~~F~~(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.

R.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.

S.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.

F.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.

U.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 CO₂ 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.

V.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.

W.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).
 - ~~e~~) Sidewalk Bridging.
 - ~~d~~) ~~Building Wash down.~~
 - ~~e~~) Exterior Netting Abatement and removal.
 - ~~f~~) Site Security prior to the date of this Contract.
 - ~~g~~) Decontamination Unit Maintenance prior to the date of this Contract.
 - ~~h~~) 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.

X.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.

Y.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.

Z.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.