



**Battery Park  
City Authority**

**REQUEST FOR PROPOSALS**

**FOR**

**Pier A Windows and Doors Restoration, Repair and Replacement:**

**General Contractor Services**

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## **I. INTRODUCTION**

Battery Park City Authority d/b/a Hugh L. Carey Battery Park City Authority (“BPCA” or the “Authority”), a New York State (“NYS”) public benefit corporation created pursuant to the NYS Public Authorities Law, is seeking to retain a general contractor to provide BPCA with restoration, repair and replacement services for the windows and exterior doors (collectively, the “Windows and Doors”) of Pier A, located at 22 Battery Place in New York City (the “Project”), as more fully set forth in this Request for Proposals (“RFP”) and its attachments.

A summary of BPCA’s structure, mission, and history, as well as the Battery Park City project area, may be viewed at: <http://bpca.ny.gov/>. Public information regarding BPCA’s finances, budget, internal controls, guidelines, and policies may be viewed at: <http://bpca.ny.gov/public-information/>. Information relating to the Battery Park City Parks Conservancy Corporation (“BPCPC”), BPCA’s affiliate, may be viewed at: <http://bpcparks.org/>.

Minority-Owned Business Enterprises (“MBE”), Women-Owned Business Enterprises (“WBE”), and Service-Disabled Veteran-Owned Business Enterprises (“SDVOB”) are encouraged to submit Proposals.

## **II. OVERVIEW**

BPCA hereby requests proposals (individually, a “Proposal” and collectively, the “Proposals”) from general contractors (individually, a “Proposer,” and collectively, the “Proposers”) to provide BPCA with construction services necessary to complete the Project (the “Work”). The Work includes, but is not limited to, the following components, all of which shall be done in accordance with the scope of work (the “Scope of Work”), attached hereto as Exhibit A, and the Project’s Specifications and Drawings (the “Construction Documents”), attached hereto as Exhibit B: 1) conduct a field investigation, and survey all existing Windows and Doors to document the re-finishing, repair, or replacement work observationally determined to be required, in order to ensure consistency of such observations with the re-finishing/repair/replacement instructions provided/illustrated in the Construction Documents; and 2) repair and/or replace, re-attach and re-finish of the Windows and Doors. The selected Proposer will provide all labor, materials, and equipment necessary to accomplish the Work.

## **III. GENERAL PROVISIONS**

This RFP, including attachments, exhibits, and any amendments or addenda is subject to the rights reserved by BPCA, including, but not limited to BPCA’s right to:

- Reject any or all Proposals received in response to this RFP;
- Withdraw the RFP at any time, at BPCA’s sole discretion;
- Make an award of the resulting Contract associated with this RFP in whole or in part;
- Disqualify any Proposer whose conduct and/or Proposal fails to conform to the requirements of this RFP;
- Seek clarifications and/or revisions of a Proposal or any part of a Proposal;
- Use information obtained by BPCA through site visits; interviews; investigation of a Proposer’s qualifications, experience, ability or financial standing; and any other material or information provided by or received from the Proposer during the procurement process;
- Prior to BPCA’s review of the Proposals, direct Proposers to submit Proposal modifications addressing subsequent amendments to the RFP;
- Request that one or multiple Proposers submit best and final offers (“BAFOs”) subsequent to BPCA’s review of the Proposals;
- Change any of this RFP’s scheduled dates;

- Waive any non-material requirements;
- Negotiate contract terms with one or multiple Proposers in the Authority's sole discretion;
- Utilize any and all ideas submitted in the Proposals received;
- Require clarification at any time during the procurement process, and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of a Proposal and/or to determine a Proposer's compliance with the requirements of the RFP; and,
- Make non-material revisions to the Scope of Work following receipt of Proposals.

BPCA is not liable or responsible in any way for any expenses incurred in the preparation of a Proposal in response to this RFP. All information submitted in response to this RFP is subject to the Freedom of Information Law, Article 6 of the NYS Public Officers Law ("FOIL"), which requires public access to certain documents possessed by BPCA, unless a specific exemption applies. Proposers are responsible for identifying any information in their respective Proposals considered to be confidential and exempt from FOIL. BPCA, however, is obligated to disclose information consistent with the requirements of FOIL, NYS Public Officers Law Section 87.

#### **IV. TIMETABLE & DESIGNATED CONTACT**

##### ***A. Key Dates***

Subject to change at BPCA's discretion, the following are key dates for this RFP:

- RFP issued: November 28, 2023
- Pre-Proposal Meeting: December 5, 2023 at 10:00 a.m. at BPCA's Offices (200 Liberty Street, 24<sup>th</sup> floor, New York, New York 10281)
- Project Site Walk-Through: December 5, 2023 (immediately following Pre-Proposal Meeting), at Pier A Plaza (22 Battery Place).
- Deadline to submit questions to BPCA: December 13, 2023 (by email only)
  - All questions regarding this RFP should be submitted in writing via email to the "Designated Contact": Michael Lamancusa, BPCA's Assistant Contracting Officer, at Michael.LaMancusa@bpca.ny.gov.
- BPCA's response to substantive questions: December 20, 2023 (posted as an addendum to the BPCA website)
- PROPOSAL DUE DATE: January 8, 2024 (the "Due Date") by 5:00 p.m.

##### ***B. Anticipated Project Duration/Right to Terminate***

BPCA expects that the Project will begin in approximately March 2024, and it is BPCA's objective to achieve Project completion within seven (7) to nine (9) months, subject to a BPCA-approved contractor schedule. Prompt ordering and confirmation of long-lead items will be key to achieving the target Project schedule. BPCA reserves the right to terminate the Contract at any time, with or without cause, in accordance with the terms of the Contract. BPCA's sample form of contract (the "Standard Form of Contract") is attached hereto as Exhibit D.

#### **V. GENERAL REQUIREMENTS**

##### ***A. Minimum Qualification Requirements***

The following are the minimum qualification requirements for this RFP. Proposals that fail to meet these requirements will be rejected.



- 1) Proposer must have an office in New York State (a New York City office is preferred);
- 2) Proposer must be lawfully authorized to do business/perform specific services in New York State; and,
- 3) Proposer must have at least five (5) years of experience in providing general contracting services and must have demonstrated experience performing fenestration and facade work of the type required for the Project scope of work.

***B. MBE/WBE/SDVOB Participation, Joint Ventures, and Sub-contracting Goals***

Contractor requirements and procedures for business participation opportunities for NYS certified MBEs/WBEs/SDVOBs and equal employment opportunity requirements relating to minority group members and women are attached as Exhibit C. For questions relating to MBE/WBE/SDVOB participation, joint ventures and sub-contracting goals *only*, please contact the “MBE/WBE/SDVOB Designated Contact” Justin McLaughlin-Williams at [justin.mclaughlin-williams@bpca.ny.gov](mailto:justin.mclaughlin-williams@bpca.ny.gov) or 212-417-2337.

***C. Restricted Period***

New York State’s State Finance Law sections 139-j and 139-k apply to this RFP, restricting Proposers’ contacts with BPCA. Proposers are restricted from making any contact (defined as oral, written or electronic communications with BPCA under circumstances where a reasonable person would infer that a communication was intended to influence BPCA’s conduct or decision with respect to a procurement) relating to this RFP with anyone other than the Designated Contact, as specified in Section IV.A., or MBE/WBE/SDVOB Designated Contact, as specified in Section V.B., from the time of Proposer’s receipt of notice of this RFP through the date of the Final Award as defined in BPCA’s Procurement Guidelines (the “Restricted Period”). BPCA employees must record certain contacts during the Restricted Period, including, but not limited to, any oral or written communications that could reasonably be seen as intended to influence BPCA’s conduct or award of this RFP. Upon notice of an improper contact, BPCA shall make a determination regarding the Proposer’s eligibility to continue participating in this RFP.

***D. Submission of Proposals***

**Proposals must be received by BPCA no later than January 8, 2024 at 5 p.m.**

- Each Proposer must e-mail its Technical Proposal to the following e-mail address: [technicalproposals@bpca.ny.gov](mailto:technicalproposals@bpca.ny.gov). The Technical Proposal must be clearly labeled as “Proposal Enclosed – Pier A Windows and Doors Repair, Restoration & Replacement Project General Contractor Services.”
- Each Proposer must also e-mail its Cost Proposal to the following e-mail address: [costproposals@bpca.ny.gov](mailto:costproposals@bpca.ny.gov). The Cost Proposal must be separately attached and clearly labeled as “Cost Proposal – Pier A Windows and Doors Repair, Restoration & Replacement Project General Contractor Services.”
- **Each Proposer is responsible for the successful delivery and receipt of their Proposal. BPCA is not accepting Proposals sent via messenger, overnight courier, or certified mail to BPCA offices.** If a Proposer has already sent a Proposal via one of these methods, please e-mail the Proposal to the above e-mail address by the Due Date. If a Technical Proposal’s file size is too large to submit by e-mail, the Proposer must make alternate electronic accommodations (e.g., linking to a file sharing website), which shall also be transmitted through [technicalproposals@bpca.ny.gov](mailto:technicalproposals@bpca.ny.gov). Please contact the Designated Contact prior to the Due Date in order to ensure successful transmission of the documents prior to the Due Date.

- **Proposals *must* arrive at the time and place specified herein. Please leave ample time for submission. Late Proposals, no matter the cause of their lateness, will NOT be accepted. Hard copy or faxed Proposals will NOT be accepted.** A Proposer may, after submitting a Proposal, amend its Proposal by submitting an amended Proposal, clearly labeled “Amended Proposal – Pier A Windows and Doors Repair, Restoration & Replacement Project General Contractor Services,” as long as the amended Proposal is submitted by the Due Date.

***E. Project Subject to New York State Prevailing Wage Requirements***

This Project is subject to NYS Labor Law §220, Prevailing Wage Law (“Prevailing Wage”). All labor employed on the Project must be paid the Prevailing Rate of Wage (the “Prevailing Wage Rate”) as identified by the NYS Department of Labor (“NYSDOL”). Attached to this RFP as Exhibit E is a Prevailing Wage Schedule provided by the NYSDOL. Any discrepancy between the rates contained therein, and the rates which may be required by law, shall not relieve the selected Proposer from the requirement to pay the legally required rate, nor shall they entitle the selected Proposer to any additional compensation under the Contract.

**VI. PROPOSAL FORMAT AND CONTENTS**

***A. Proposal Format***

The submitted Proposal must be organized in accordance with the subheadings of Proposal contents set forth in this Section VI. Proposals shall be prepared to be printed on paper size no larger than standard 8 1/2” x 11” with a minimum font size of 11 point, with reasonable exceptions for charts, graphics and financial information. Proposal pages must be numbered, with the Proposer’s name and “Pier A Windows and Doors Upgrades and Repairs – General Contractor Services” clearly marked on the cover of each of the Technical Proposal and the Cost Proposal.

The Proposal shall be separately packaged into two (2) components:

- A Technical Proposal containing the information required in Section VI. B (“Proposal Content”). The Technical Proposal shall be limited to thirty-five (35) pages. This page limit excludes the Proposal Cover Letter (defined in Section B, below) and the Required Attachments listed in Section VII. C (“Required Attachments”). Proposers should, however, submit a Proposal that provides the information requested in this RFP in a clear, concise, and complete manner. The Technical Proposal shall not include any cost or pricing information that is included in the Cost Proposal.
- A Cost Proposal containing the information required in Section VIII (“Cost Proposal”) of this RFP. There is no page limit for the Cost Proposal.

***B. Proposal Content***

In addition to the separately sealed Cost Proposal, described in Section VIII. below, each Proposal must include the following in the order listed:

- 1) Cover Letter, signed by a person within the firm who is authorized to bind the Proposer, which includes representations that:
  - (a) Except as disclosed in the Proposal, no officer or employee of the Proposer is directly or indirectly a party to or in any other manner interested financially or otherwise in this RFP;
  - (b) Proposer satisfies all of the minimum qualification requirements in Section V.A; and,
  - (c) Proposer has reviewed BPCA’s Standard Form of Contract, attached as Exhibit D to this RFP, and either has no objections or has detailed their objections in an appendix to their Proposal.

- 2) Executive Summary.
- 3) Responses to the Questions as well as all of the Information Required (Sections VII.A. and B.).
- 4) Required Attachments (Section VII. C.). Note that Mandatory Forms and resumes do not count toward the page limit.

**BPCA reserves the right to reject any Proposals that fail to include any required item described in this Section VI. B., including Cover Letters that are unsigned or fail to include each of the above representations (including an appendix, if applicable). As BPCA is currently only accepting electronic Proposal submissions, scans of documents requiring signatures and/or requiring notarization are acceptable.**

## **VII. INFORMATION REQUIRED**

### ***A. Questions and Information Sought Relating to the Work***

- 1) Describe your company's background, range of services, size, experience, expertise; and history as these factors are relevant to the Work, with an emphasis on fenestration projects performed in a marine environment.
- 2) Describe your company's experience performing fenestration and façade work on historically significant and/or landmarked buildings.
- 3) Describe your proposed approach to, and methodology for, the Work, including any specific on-site materials/equipment laydown requirements determined to be necessary.
- 4) List each key member of the team you intend to assign to the Project and include for each listed individual: (a) area(s) of specialization; (b) title and/or position within your company; and, (c) the services to be performed.
- 5) Identify the person who will be the lead Project Manager (the "Lead PM") and primary contact in providing services to BPCA, and any other persons who will be listed as a "key person" in any contract with BPCA.
- 6) Identify any subcontractors you intend to use for the Project and describe the services to be performed by each subcontractor.
- 7) Describe your company's experience with similar fenestration and façade work for other public entities, with an emphasis on New York State public entities.
- 8) Clearly identify any information in your Proposal that you believe to be confidential and exempt from FOIL and state the reasons. Please note that this question is for informational purposes only, and BPCA will determine, in its sole discretion, whether requested documents are exempt from disclosure under FOIL.
- 9) Identify any and all exceptions taken to BPCA's Standard Form of Contract, attached as Exhibit E, explaining the reasons for such exceptions. Such exceptions must be detailed in an appendix to your Proposal labeled, "Appendix: Objections to BPCA Form of Contract." No exceptions to the Contract will be considered by BPCA after submission of the Proposals. BPCA maintains the right to reject Proposals based on non-conformance with the Standard Form of Contract.
- 10) Provide at least three (3) client references for whom your firm has performed similar work to that requested in this RFP. For each client, describe the Project, the Project's date, and services performed, and provide the name, address, and telephone number for a person at client's firm familiar with such work.

***B. Questions and Information Sought Relating to Proposer's Firm & Eligibility***

- 1) Within the past three (3) years, have there been any significant developments in your firm such as changes in ownership or restructuring? Do you anticipate any significant changes in the near future? If so, please describe.
- 2) How does your firm identify and manage conflicts of interest?
- 3) Are there any potential conflict of interest issues posed by your firm's performance of the Work on behalf of BPCA?
- 4) Has your firm or have any of the firm's partners/employees been disciplined or censured by any regulatory body within the last five (5) years? If so, please describe the relevant facts.
- 5) Within the last five (5) years, has your firm, or a partner or employee in your firm, been involved in litigation or other legal proceedings relating to the provision of professional services? If so, please provide an explanation and the current status or disposition of the matter.
- 6) List any professional or personal relationships your firm's employees may have with BPCA's Board Members and/or employees, a list of which is attached hereto as Exhibit I.
- 7) If selected, will your firm assign any person to this engagement who was previously an employee of BPCA or BPCPC? If so, please: i) identify when (month and year) that person's employment at BPCA/BPCPC terminated, and ii) describe that person's involvement, if any, with matters related to this RFP during his/her employment at BPCA/BPCPC.
- 8) In the past five (5) years, have any public sector clients terminated their working relationship with your firm? If so, please provide a brief statement of the reasons. Provide the name of the client and provide a contact person, address and telephone number.

***C. Required Attachments***

- 1) Mandatory Forms:

Each Proposal must include a completed copy of all "Mandatory Forms" found at: <https://bpca.ny.gov/wp-content/uploads/2015/03/Mandatory-Forms.pdf>. The Mandatory Forms include the following:

- a) NYS Standard Vendor Responsibility Questionnaire, notarized and signed by the individual(s) authorized to contractually bind the Proposer, indicating the signer's title/position within the firm.
  - b) Certificate of No Change (if applicable).
  - c) Statement of Non-Collusion.
  - d) MBE/WBE/SDVOB Utilization Plans. Please note that all such plans must be submitted even if Proposer is an MBE/WBE/SDVOB.
  - e) Proposer's Affirmation of Understanding of and Agreement pursuant to State Finance Law 139-j(3) and 139-j(6)(b).
  - f) Proposer's Certification of Compliance with State Finance Law 139-k(5).
  - g) Proposer's Disclosure of Prior Non-Responsibility Determinations.
- 2) Response to the question regarding the use of New York State businesses set forth in Section XII.
  - 3) W-9 form.

- 4) Completed MBE/WBE and EEO Policy Statement and Diversity Practices Questionnaire (attached to this RFP as part of Exhibit C).
- 5) Financial Statements: Provide a copy of your firm's most recent Audited Financial Statements (within the last year). In the event you do not have audited financials you must provide a statement to that effect with your proposal, and summary financial information for the calendar year most recently ended.
- 6) Acknowledgement of Addenda: Attach a completed and signed Acknowledgement of Addenda Form, attached as Exhibit H, acknowledging receipt of all addenda to this RFP, if any, issued by BPCA before the Due Date. Addenda are posted by BPCA as necessary and can be found on the BPCA website at [www.bpca.ny.gov](http://www.bpca.ny.gov). It is the responsibility of each Proposer to check the BPCA website for addenda and to review addenda prior to submitting any proposal in response to this RFP.
- 7) Appendices: Attach professional biographies for all biographies for all Project executives, Project Managers, and general foremen identified in your Proposal.

## **VII. INSURANCE AND BOND REQUIREMENTS**

### ***A. General Requirements***

The total cost of the required insurance listed in Items B. and C., below, must be incorporated into the Cost Proposal. The additional insured protection afforded BPCA, BPCPC, and the State of New York must be on a primary and non-contributory basis. All policies must include a waiver of subrogation in favor of BPCA, BPCPC, and the State of New York, and no policies may contain any limitations / exclusions for New York Labor Law claims.

All of the carriers that provide the below required insurance must provide direct written notice of cancellation or non-renewal to BPCA, BPCPC, and the State of New York at least thirty (30) days before such cancellation or non-renewal is effective, except for cancellations due to non-payment of premium, in which case ten (10) days' written notice is acceptable.

### ***B. Insurance Requirements for the Selected Proposer***

The selected Proposer will be required to obtain and provide proof of the types and amounts of insurance listed below: (i) as a condition precedent to the award of the Contract; and (ii) continuing throughout the entire term of the Contract. The insurance policies listed below must also conform to the applicable terms of the Contract, as shown in the Standard Form of Contract, attached as Exhibit D.

- **Commercial General Liability Insurance**, written on ISO Form CG 00 01 or its equivalent and with no modification to the contractual liability coverage provided therein, shall be provided on an occurrence basis and limits shall not be less than:
  - \$6,000,000 per occurrence
  - \$7,000,000 general aggregate, which must apply on a per location/per project basis
  - \$7,000,000 products/completed operations aggregate

BPCA, BPCPC, and the State of New York must be protected as additional insureds on ISO Form CG 2010 (11/85) or its equivalent on policies held by the selected Proposer and any of its subcontractors. Should the Proposer's work include construction activities of any kind, then the Proposer must maintain Products/Completed Operations coverage for no less than three (3) years after the construction work is completed, and continue to include Additional Insured protection for BPCA, BPCPC, and the State of New York for the prescribed timeframe. When providing evidence of insurance, the Proposer must include a completed Acord 855 NY form. Securing the required limits via a combination of primary

and umbrella/excess liability policies is allowed. The General Aggregate limit must apply on a per project basis on the primary General Liability policy should a combination of primary and Umbrella/Excess liability policies be utilized to secure the required total limits of coverage.

- **Automobile Liability Insurance** with a combined single limit of not less than \$1,000,000. Coverage must apply to the Proposer's owned, hired, and non-owned vehicles and protect BPCA, BPCPC, and the State of New York as additional insureds.
- **Workers' Compensation, Employer's Liability, and Disability Benefits** shall not be less than statutory limits, including United States Longshore and Harbor Workers Act coverage as applicable to the operations of the Proposer.
- **Builder's Risk/Installation Floater Insurance** in an amount not less than one hundred percent (100%) of the full contract price. Coverage must be written on ISO Special Form CP 10 30 04 02 or its equivalent on a completed value non-reporting basis and provide coverage for the Proposer, all subcontractors, BPCA, BPCPC, and the State of New York. Coverage must also include an agreed amount provision which eliminates any coinsurance provision and include BPCA as a loss payee. Coverage must include the insurable interests of all subcontractors retained by the Proposer.

### ***C. Insurance Requirements for all Subcontractors***

Any subcontractor(s) utilized by the selected Proposer will be required to obtain the types and amounts of insurance listed below: (i) as a condition of commencing any Work; and (ii) continuing throughout the duration of such subcontractor's Work. The insurance policies listed below must also conform to the applicable terms of the Contract, as shown in the Standard Form of Contract, attached as Exhibit D.

- **Commercial General Liability Insurance**, written on ISO Form CG 00 01 or its equivalent and with no modification to the contractual liability coverage provided therein, shall be provided on an occurrence basis and limits shall not be less than:
  - \$1,000,000 per occurrence
  - \$2,000,000 general aggregate which must apply on a per location / per project basis
  - \$2,000,000 products/completed operations aggregate

BPCA, BPCPC, and the State of New York must be protected as additional insureds on ISO Form CG 2010 (11/85) or its equivalent on policies held by all subcontractors. Should the subcontractor's work include construction activities of any kind then the subcontractor must maintain Products / Completed Operations coverage for no less than three years after the construction work is completed and continue to include additional insured protection for BPCA, BPCPC, and the State of New York for the prescribed timeframe. When providing evidence of insurance, the subcontractor must include a completed Acord 855 NY form. Securing the required limits via a combination of primary and umbrella/excess liability policies is allowed.

- **Automobile Liability Insurance** with a combined single limit of not less than \$1,000,000. Coverage must apply to the subcontractor's owned, hired, and non-owned vehicles and protect BPCA, BPCPC, and the State of New York as additional insureds.
- **Workers' Compensation, Employer's Liability, and Disability Benefits** shall not be less than statutory limits, including United States Longshore and Harbor Workers Act coverage as applicable to the operations of the subcontractor.
- **Subcontractors will also be required to obtain all other insurances listed in Section VII. B., above, unless otherwise approved in writing by BPCA prior to commencement of any Subcontractor's work.**

*[NO FURTHER TEXT ON THIS PAGE]*

#### ***D. Payment and Performance Bonds***

A payment and performance bond will be required for this Project. Please provide a letter from your surety(ies) stating that you are able to provide both such bonds, as required in this RFP's Standard Form of Contract, attached as Exhibit D.

### **VIII. COST PROPOSAL: FORMAT AND REQUIRED INCLUSIONS**

Each cost proposal (the "Cost Proposal") must state the total lump-sum cost for the performance of all Work. Please note that the Project is subject to the Prevailing Wage requirements contained in NYS Labor Law §220. As stated in Section V. D. above, each Proposer must e-mail its Cost Proposal to the following e-mail address: [costproposals@bpca.ny.gov](mailto:costproposals@bpca.ny.gov). The submission must be clearly labeled as "Cost Proposal – Pier A Windows and Doors Upgrades and Repairs – General Contractor Services."

Proposer must submit with its Cost Proposal (the form of which is attached to this RFP as Exhibit F) an itemized cost for the Work, according to the Form of Bid Breakdown (attached to this RFP as Exhibit G). The total sum of the itemized list contained in the Form of Bid Breakdown should be equivalent to the lump-sum price contained in the Cost Proposal.

### **IX. SELECTION PROCESS**

#### ***A. Evaluation***

Each timely submitted Proposal will be reviewed for compliance with the form and content requirements of this RFP. A committee of BPCA employees selected by BPCA (the "Committee") will then review and evaluate the Proposals in accordance with the evaluation criteria set forth below. While only Committee members will score the evaluation criteria, the Committee may consult an outside expert for advisement on the evaluation of matters requiring technical expertise. Before final selection, BPCA must determine that the proposed selected Proposer is responsible, in accordance with applicable law and BPCA's Procurement Guidelines, which may be viewed at: <http://bpca.ny.gov/public-information/>.

#### ***B. Interviews***

BPCA reserves the right to decide whether to interview any or all of the Proposers. The Committee may conduct interviews for many reasons, including to further assess a Proposer's ability to perform the Work or provide specific services, or to seek information related to any other evaluation criteria. The proposed Lead PM, as well all other key personnel proposed to perform the Work, must be available to participate in the interview.

#### ***C. Evaluation Criteria for Selection***

Selection will be based upon the following criteria:

##### **1) Technical Evaluation:**

<b>Criteria</b>	<b>Weight</b>
Experience performing fenestration and façade work of the type required for the Project, especially work on historically significant or landmarked buildings and buildings in a marine environment	35%
Approach to the Work – including methodologies; schedule; strategies for securing long-lead items and materials; and weather protection measures	30%
Proposed staffing, including subcontractor	25%
Response to Diversity Practices Questionnaire	10%

2) Cost Proposal evaluation.

***D. Basis for Contract Award***

The Contract will be awarded to the highest technically rated Proposer whose Proposal is determined to be responsive and in the best interests of BPCA, subject to a determination that the Proposer is responsible, and the Cost Proposal is fair, reasonable, and provides the best value to BPCA given the requirements of the Project.

**X. NON-COLLUSION**

By submitting a Proposal, each Proposer warrants and represents that any ensuing Contract has not been solicited or secured directly or indirectly in a manner contrary to the laws of the State of New York, and that said laws have not been violated and shall not be violated as they relate to the procurement or the performance of the Contract by any conduct, including the paying or giving of any fee, commission, compensation, gift, or gratuity or consideration of any kind, directly or indirectly, to any member of the board of directors, employee, officer or official of BPCA.

**XI. IRAN DIVESTMENT ACT**

By submitting a Proposal or by assuming the responsibility of any Contract awarded hereunder, each Proposer certifies that it is not on the “Entities Determined To Be Non-Responsive Bidders/Offerers Pursuant to the NYS Iran Divestment Act of 2012” list (“Prohibited Entities List”) posted on the NYS Office of General Services website at: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf> and further certifies that it will not utilize any subcontractor/consultant that is identified on the Prohibited Entities List on this Contract. The selected Proposer agrees that should it seek to renew or extend any Contract awarded hereunder, it must provide the same certification at the time the Contract is renewed or extended. The selected Proposer also agrees that any proposed assignee of the Contract will be required to certify that it is not on the Prohibited Entities List before BPCA may approve a request for assignment of the Contract.

During the term of any Contract awarded hereunder, should BPCA receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, BPCA will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the NYS Iran Divestment Act of 2012 within 90 days after the determination of such violation, then BPCA shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, seeking compliance, recovering damages, or declaring the selected Proposer in default of the awarded Contract.

BPCA reserves the right to reject any request for renewal, extension, or assignment for an entity that appears on the Prohibited Entities List prior to the renewal, extension, or assignment of the Contract, and to pursue a responsibility review with the selected Proposer should it appear on the Prohibited Entities List hereafter.

**XII. ENCOURAGING USE OF NEW YORK STATE BUSINESSES IN CONTRACT PERFORMANCE**

New York State businesses have substantial presence in State contracts and strongly contribute to the economies of the state and the nation. In recognition of their economic activity and leadership in doing business in New York State, Proposers for this Contract for commodities, services or technology are strongly encouraged and expected to consider New York State businesses in the fulfillment of the



requirements of the Contract. Such partnering may be as subcontractors, suppliers, protégés or other supporting roles.

Proposers are strongly encouraged, to the maximum extent practical and consistent with legal requirements, to use responsible and responsive New York State businesses in purchasing commodities that are of equal quality and functionality and in utilizing services and technology. Furthermore, Proposers are reminded that they must continue to utilize small, minority and women-owned businesses, consistent with current State law.

Utilizing New York State businesses in State contracts will help create more private sector jobs, rebuild New York's infrastructure, and maximize economic activity to the mutual benefit of the contractor and its New York State business partners. New York State businesses will promote the contractor's optimal performance under the Contract, thereby fully benefiting the public sector programs that are supported by associated procurements.

Public procurements can drive and improve the State's economic engine through promotion of the use of New York businesses by its contractors. The State therefore expects bidders/proposers to provide maximum assistance to New York businesses in their contracts. The potential participation by all kinds of New York businesses will deliver great value to the State and its taxpayers.

Proposers can demonstrate their commitment to the use of New York State businesses by responding to the question below. Each proposer must include a response to this question with their proposal. Please note that a "yes" response requires supporting information. If yes, identify New York State businesses that will be used and attach identifying information.

Will New York State businesses be used in the performance of this contract?    ☐ Yes            ☐ No

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## **EXHIBIT A**

### **SCOPE OF WORK**

#### **I. Scope of Services**

The selected Proposer (the “Contractor”) shall perform all required restoration, repairs and/or replacements to the Windows and Doors (collectively, the “Work”). All Work shall be performed in accordance with this Scope of Work and the Project Specifications and Drawings, attached hereto as Exhibit B. Specifically, the Work shall be comprised of the following sets of tasks:

##### **A) General**

- Provision of all labor, equipment, materials, and all services necessary for, and incidental to, the proper execution and completion of the tasks as described herein and in the Construction Documents; and,
- Provision and management of a BPCA-approved Project construction schedule.
- Ensure that all work performed on the Project adheres to all relevant codes and all Local, City, State, and Federal regulations and guidelines.

##### **B) Mobilization**

- Performance of a visual survey of a) the Windows at locations identified on the Drawings; and, b) all Doors located on the Building’s first floor, in order to verify existing conditions;
- Mobilization of all personnel, equipment, and materials to the Project Site as needed;
- Storage of all Project-related equipment and materials in the laydown area(s) provided by BPCA (such area may be limited), or as otherwise directed by BPCA; and,
- Provision to BPCA of site safety and site maintenance plans, which plans are subject to review and approval by BPCA prior to commencement of the Work.

##### **C) Restoration, Repair and Replacement Tasks**

- Removal and replacement of the Windows that are double-hung and found to be damaged, at the locations identified on the Drawings (the “Damaged Window Locations,” as identified in red in Drawing A001);
- Preparation of rough opening as required, and wrapping of such opening with self-adhering waterproofing membrane;
- At the Damaged Window Locations, performance of the following tasks: a) removal and replacement of wooden sills with new pressure-treated wood blocking; b) wrapping of self-adhering waterproofing membrane; and, c) installation of new aluminum sills, inclusive of application of Kynar® coating (metal finishing);
- At all other Window locations in which the existing sills will remain, encapsulation of wooden sills with aluminum (Kynar® coating) to prevent future deterioration.
- At all Doors located on the Building’s exterior, replacement of door hardware to ensure the Building’s security (see Specification Division 8 for hardware requirements);
- At all sliding Door locations at the first floor, installation of foot bolts to ensure security; and, Patching, repair, and painting of the portions of the Building’s interior and exterior walls surrounding the affected Windows as shown in the Construction Documents (color of paint to match that of the existing walls).

##### **D) Project Completion, Demobilization & Close-Out**

- Upon substantial completion of the Work, as verified by a site inspection conducted by the Design Engineer and BPCA and documented by a certificate of substantial completion executed by the

Contractor, the Design Engineer and BPCA, prompt performance of any remaining punch list items identified by a written punch list provided by the Design Engineer following such inspection;

- Upon final completion of the Work, inclusive of all punch-list items and based upon acceptance of all Work by BPCA, demobilization from the Project Site entailing leaving of the Site in clean/satisfactory condition; and,
- Submission of as-built drawings to BPCA.

Contractor shall adhere to all of BPCA's safety and security policies at all times and provide and maintain the appropriate safety measures and devices – in order to prevent public access to the Project Site, and otherwise ensure public safety, for the full duration of the Project's construction.

## **II. Add-Alternate Scope**

If elected by BPCA, evidenced by written notification to Contractor prior to the commencement of the Contract, Contractor shall perform the following additional work scope:

Furnishing and installation of all-season, sun control privacy film onto all the first-floor Windows, as well as onto the Building's first-floor sliding and swinging Doors, to provide opacity for security (film shall match existing film located at select locations specified in the Construction Documents). Following Contract award, Contractor will be responsible for the submission of samples and the provision of a mockup for review by BPCA and the Project's design engineer (the "Design Engineer").

## **III. Additional Considerations**

The Contractor shall remove and properly dispose of, to an off-site location, all debris located within the Project Site that was generated during the performance of the Work – including, but not limited to, broken glass, miscellaneous metals and debris, and other construction debris and miscellaneous trash.

In order to ensure compliance with the construction waste protocols set forth in BPCA's Green Guidelines (which may be viewed here: <https://bpca.ny.gov/wp-content/uploads/2020/09/BPC-Green-Guidelines.pdf>), the Contractor shall develop and submit for BPCA's review and approval an Approach Plan for Construction & Demolition Waste Management Plan ("CDWMP"). Contractor's CDWMP shall ensure that the Work will be undertaken in such a manner as to reduce the amount of waste generated by the Project that is sent to landfill – including but not limited to: providing waste recycling, implementation of salvage or re-use goals, estimated types and quantities of materials and waste, proposed and intended disposal methods for the materials, intended procedures for handling the waste, and detailed instructions for subcontractors and laborers at the Project Site.

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**EXHIBIT B**  
**PIER A WINDOWS AND DOORS RESTORATION, REPAIR AND REPLACEMENT**  
**PROJECT – SPECIFICATIONS & DRAWINGS**

*(ATTACHED)*

# PROJECT MANUAL

## **Battery Park City Authority**

**200 Liberty Street, 24th Floor  
New York, NY 10281**

Project Title:

**Pier A**

**Windows and Door  
Upgrades and Repairs.**

Bid Submission

August 24, 2023

Consultant:

**H2M architects + engineers**

**230 West 38th Street, 14th Floor  
New York, New York 10018**

**SPECIFICATIONS**

**DIVISION 01 GENERAL REQUIREMENTS**

01 11 00 - SUMMARY OF WORK

01 23 00 - ALTERNATES

**DIVISION 02 EXISTING CONDITIONS**

02 41 19 - SELECTIVE DEMOLITION

**DIVISION 06 WOOD, PLASTICS, AND COMPOSITES**

06 10 00 - ROUGH CARPENTRY

06 20 00 - FINISH CARPENTRY

**DIVISION 07 THERMAL AND MOISTURE PROTECTION**

07 13 26 - SELF-ADHERING SHEET WATERPROOFING

07 62 00 - SHEET METAL FLASHING AND TRIM

07 92 00 - JOINT SEALANTS

**DIVISION 08 OPENINGS**

08 52 10 - ALUMINUM CLAD WOOD WINDOWS

08 71 00 - DOOR HARDWARE

08 87 13 - SUN CONTROL FILMS (ADD ALTERNATE #1)

**DIVISION 09 FINISHES**

09 91 13 - EXTERIOR PAINTING

09 91 23 - INTERIOR PAINTING

**END OF SECTION 00 01 10**

## PART 1 - GENERAL

## 1.01 BRIEF PURPOSE OF PROJECT / GENERAL

- A. The purpose of the project is as follows:
  - 1. Remove and replace damaged double hung windows at locations identified on drawings; see A001. for locations identified in RED. Prep rough opening as required and wrap opening with self-adhering waterproof membrane.
  - 2. At these replaced window locations, remove and replace wood sills with new pressure treated wood blocking, wrapped with self adhering waterproofing and install new aluminum sills (kynar finish)
  - 3. At all other locations of existing sills to remain, encapsulate wood sills with aluminum (kynar finish) to prevent future deterioration.
  - 4. At all exterior doors, replace door hardware to ensure security of the building. See Div. 08 for hardware requirements.
  - 5. At all slider window locations at the first floor, install footbolts to ensure security of slide windows and prevent future break-ins
  - 6. Patch, repair and paint interior and exterior walls only around the affected windows as required, color to match existing walls.
- B. All work shown and specified in the Contract Documents shall be the work of this Construction Contract. The Owner does not anticipate awarding other prime contracts for the project as shown.
- C. This Section provides an abbreviated summary of the work for the Construction Contract associated with the Owner's program to construct the project.

## 1.02 PARTIAL LISTING OF OVERALL CONTRACT REQUIREMENTS

- A. The Contract Documents detail the work included in the Contract. Related requirements and conditions covered by the Contract Documents include, but is not limited to, the following:
  - 1. Debris removal and daily and final cleaning up.
  - 2. Coordination with the Owner and other contractors who have been awarded work by the Owner.
  - 3. Site utilization and management so as not to disrupt the Owner's ability to operate the existing facilities in a safe and efficient manner.
  - 4. Maintain the Owner's ability to operate the facility at all times during the construction period.
  - 5. Facilities to be used during the contract period that are to be used by the Owner or his representatives and others involved with constructing the project.
  - 6. Product and equipment storage and handling requirements.
  - 7. Starting and adjusting of the equipment and systems required under the project.
  - 8. Site safety in accordance with all applicable federal, state, and local regulations.
  - 9. Project submittals, meetings, professional photographs, testing services, work plans, schedules, shop drawings, closeout procedures and documents, manuals, as-built drawings, and final commissioning of the work shall be provided as required by the Contract.
- B. The Owner has or will award other construction contracts associated with this project.

## 1.03 EXISTING CONDITIONS

- A. The Drawings show certain information that has been obtained by the Owner regarding various utilities and structures that exist at the location of the project both below and at grade.

- B. The Owner and the Architect expressly disclaims all responsibility for the accuracy or completeness of the information given on the Drawings with regard to existing facilities.
- C. In the case where the Contractor discovers an obstruction not indicated on the Drawings or not described via specification reference, then the Contractor shall immediately notify the Architect of the obstructions' existence.
- D. The Architect will determine if the obstruction is to be relocated or removed.

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

NOT USED

**END OF SECTION 01 11 00**



## PART 1 - GENERAL

## 1.01 SECTION INCLUDES

- A. Submission procedures.
- B. Documentation of changes to Contract Sum/Price and Contract Time.

## 1.02 RELATED SECTIONS

- A. Proposal Form.
- B. Other sections referencing this section.
- C. All contractual requirements outlined in the documents.

## 1.03 SUBMISSION REQUIREMENTS

- A. Submit Alternates on Proposal Forms identifying the effect on adjacent or related components.
- B. Alternates will be reviewed and accepted or rejected at the Owner's option.
- C. Coordinate related work and modify surrounding work to integrate the Work of each Alternate.

## 1.04 SELECTION AND AWARD OF ALTERNATES

- A. Indicate variation of Bid Price for Alternates listed on the PROPOSAL FORM. This form requests a "difference" in Bid Price by adding to or deducting from the base Bid Price.
- B. Alternates quoted on PROPOSAL FORM will be reviewed and accepted or rejected at Owner's option.
- C. Accepted alternates will be identified in Owner-Contractor Agreement.
- D. Bids will be evaluated on the base bid price, plus any combination of alternate items.

## 1.05 WORK FOR ALTERNATES

- A. Work for alternate items selected shall include all related materials, labor, equipment and operations necessary to conduct and complete the alternate work and all other affected work or adjacent areas.
- B. There shall be no change in time or completion date for the selected alternates, unless specified herein or approved in writing by the Architect and Owner.
- C. Alternates and associated work shall meet all standards and specifications delineated in the Contract Documents.
- D. Contractor shall coordinate pertinent related Work and modify surrounding Work as required to complete the project under each alternate selected by the Owner.

## PART 1 - GENERAL

## 1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

## 1.02 SUMMARY

- A. Section Includes:
  - 1. Demolition and removal of selected windows, sliders and swinging doors.

## 1.03 DEFINITIONS

- A. Remove: Detach items from existing construction and legally dispose of them off-site unless indicated to be removed and salvaged or removed and reinstalled.
- B. Remove and Reinstall: Detach items from existing construction, prepare for reuse, and reinstall where indicated.
- C. Existing to Remain: Existing items of construction that are not to be permanently removed and that are not otherwise indicated to be removed, removed and salvaged, or removed and reinstalled.

## 1.04 MATERIALS OWNERSHIP

- A. Unless otherwise indicated, demolition waste becomes property of Contractor.

## 1.05 PREINSTALLATION MEETINGS

- A. Predemolition Conference: Conduct conference at Project site.
  - 1. Inspect and discuss condition of construction to be selectively demolished.
  - 2. Review and finalize selective demolition schedule and verify availability of materials, demolition personnel, equipment, and facilities needed to make progress and avoid delays.
  - 3. Review areas where existing construction is to remain and requires protection.
  - 4. Review procedures for turning over salvaged materials to the Owner and protected off-site storage of materials to be reused in the work of the project.

## 1.06 INFORMATIONAL SUBMITTALS

- A. Proposed Protection Measures: Submit report, including drawings, that indicates the measures proposed for protecting the public, pedestrian access and circulation areas and property, for environmental protection, for dust control and, for noise control. Indicate proposed locations and construction of barriers.
- B. Schedule of Selective Demolition Activities: Indicate the following:
  - 1. Detailed sequence of selective demolition and removal work, with starting and ending dates for each activity. Ensure Owner's on-site operations are uninterrupted.
  - 2. Interruption of utility services. Indicate how long utility services will be interrupted.
  - 3. Use of elevator and stairs.
  - 4. Coordination of Owner's continuing occupancy of portions of existing building and of Owner's partial occupancy of completed Work.
- C. Inventory: Submit a list of items to be removed, salvaged and delivered to Owner prior to start of demolition.

- D. Pre-demolition Photographs and/or Video: Show existing conditions of adjoining existing construction and site conditions, including finish surfaces that could potentially be construed as having been damaged by Demolition activities. Submit two copies prior to commencing Demolition work.
- E. Warranties: Documentation indicated that existing warranties are still in effect after completion of selective demolition.

#### 1.07 FIELD CONDITIONS

- A. Owner will occupy portions of building immediately adjacent to selective demolition area. Conduct selective demolition so Owner's operations will not be disrupted.
- B. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.
- C. Notify Architect of discrepancies between existing conditions and Drawings before proceeding with selective demolition.
- D. Storage or sale of removed items or materials on-site is not permitted.
- E. Utility Service: Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.
  - 1. Maintain fire-protection facilities in service during selective demolition operations.
  - 2. Do not disable or disrupt building fire or life safety systems without five (5) days prior written notice to Architect.

### PART 3 - EXECUTION

#### 2.01 EXAMINATION

- A. Review record documents of existing construction provided by Owner. Owner does not guarantee that existing conditions are same as those indicated in record documents.
- B. Survey existing conditions and correlate with requirements indicated to determine extent of selective demolition required.
- C. When unanticipated mechanical, electrical, or structural elements that conflict with intended function or design are encountered, investigate and measure the nature and extent of conflict. Promptly submit a written report to Architect.
- D. Survey of Existing Conditions: Record existing conditions by use of preconstruction photographs.
  - 1. Inventory and record the condition of items to be removed and salvaged. Provide photographs of conditions that might be misconstrued as damage caused by salvage operations.
  - 2. Before selective demolition or removal of existing building elements that will be reproduced or duplicated in final Work, make permanent record of measurements, materials, and construction details required to make exact reproduction.

#### 2.02 UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS

- A. Existing Services/Systems to Remain: Maintain services/systems indicated to remain and protect them against damage.

### 2.03 PREPARATION

- A. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
- B. Temporary Facilities: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.
  - 1. Provide protection to ensure safe passage of people around selective demolition area and to and from occupied portions of building. Maintain existing required widths of egress pathways throughout.
  - 2. Provide temporary weather protection, during interval between selective demolition of existing construction on exterior surfaces and new construction, to prevent water leakage and damage to structure and interior areas.
  - 3. Protect walls, ceilings, floors, and other existing finish work that are to remain or that are exposed during selective demolition operations.
  - 4. Cover and protect furniture, furnishings, and equipment that have not been removed.

### 2.04 SELECTIVE DEMOLITION, GENERAL

- A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:
  - 1. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping, to minimize disturbance of adjacent surfaces. Temporarily cover openings to remain.
  - 2. Dispose of demolished items and materials promptly.
- B. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by Architect, items may be removed to a suitable, protected storage location during selective demolition and cleaned and reinstalled in their original locations after selective demolition operations are complete.

### 2.05 DISPOSAL OF DEMOLISHED MATERIALS

- A. General: Except for items or materials indicated to be recycled, reused, salvaged, reinstalled, or otherwise indicated to remain Owner's property, remove demolished materials from Project site and legally dispose of them in an EPA-approved landfill.
  - 1. Do not allow demolished materials to accumulate on-site.
  - 2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
  - 3. Remove debris from elevated portions of building by chute, hoist, or other device that will convey debris to grade level in a controlled descent.
- B. Burning: Do not burn demolished materials.
- C. Disposal: Transport demolished materials off Owner's property and legally dispose of them.

### 2.06 CLEANING

- A. Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before selective demolition operations began.

2.07 SELECTIVE DEMOLITION SCHEDULE

- A. Remove, store, relocate, salvage and protect the following materials and equipment:
  - 1. Existing Items to Be Removed: Items indicated on contract drawings and items listed in technical specifications sections.
- B. Existing Items to Remain: to complete and conform to the work of the project shall be as indicated on the contract drawings and items listed in the technical specification sections.

**END OF SECTION 02 41 19**

## PART 1 - GENERAL

## 1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

## 1.02 SUMMARY

- A. Section Includes:
  - 1. Treated Wood Members.
  - 2. Fasteners.
  - 3. Wood blocking, cants, and nailers.
  - 4. Wood furring and grounds.

## 1.03 REFERENCES:

- A. International Code Council (ICC):
  - 1. ICC IBC - International Building Code

## 1.04 DEFINITIONS

- A. Exposed Framing: Framing not concealed by other construction.
- B. Dimension Lumber: Lumber of 2 inches nominal or greater but less than 5 inches nominal in least dimension.

## 1.05 ACTION SUBMITTALS

- A. Product Data: For each type of process and factory-fabricated product. Indicate component materials and dimensions and include construction and application details.

## 1.06 QUALITY ASSURANCE

- A. Testing Agency Qualifications: For testing agency providing classification marking for fire-retardant treated material, an inspection agency acceptable to authorities having jurisdiction that periodically performs inspections to verify that the material bearing the classification marking is representative of the material tested.

## 1.07 DELIVERY, STORAGE, AND HANDLING

- A. Handle, Transport and Store Plywood Panels in accordance with the APA Storage and Handling recommendations.
- B. Stack lumber flat with spacers beneath and between each bundle to provide air circulation. Protect lumber from weather by covering with waterproof sheeting, securely anchored. Provide for air circulation around stacks and under coverings.

## PART 2 - PRODUCTS

## 2.01 WOOD PRODUCTS, GENERAL

- A. Certified Wood: Materials shall be produced from wood obtained from forests certified by an FSC-accredited certification body to comply with FSC STD-01-001, "FSC Principles and Criteria for Forest Stewardship" for the following:
  - 1. Dimension lumber framing.

2. Miscellaneous lumber.
- B. Lumber: DOC PS 20 and applicable rules of grading agencies indicated. If no grading agency is indicated, provide lumber that complies with the applicable rules of any rules-writing agency certified by the ALSC Board of Review. Provide lumber graded by an agency certified by the ALSC Board of Review to inspect and grade lumber under the rules indicated.
  1. Factory mark each piece of lumber with grade stamp of grading agency.
  2. For exposed lumber indicated to receive a stained or natural finish, mark grade stamp on end or back of each piece or omit grade stamp and provide certificates of grade compliance issued by grading agency.
  3. Where nominal sizes are indicated, provide actual sizes required by DOC PS 20 for moisture content specified. Where actual sizes are indicated, they are minimum dressed sizes for dry lumber.
  4. Provide dressed lumber, S4S, unless otherwise indicated.
- C. Maximum Moisture Content of Lumber: 15 percent for 2-inch nominal thickness or less, 19 percent for more than 2-inch nominal thickness 15 percent for 2-inch nominal thickness or less, no limit for more than 2-inch nominal thickness unless otherwise indicated.

## 2.02 WOOD-PRESERVATIVE-TREATED LUMBER

- A. Preservative Treatment by Pressure Process: AWP A U1; UC2 (Interior Construction - Above Ground - Damp) for interior construction not in contact with the ground, Use Category UC3B (Above Ground Exposed) for exterior construction not in contact with the ground, and UC4B (Ground Contact or Fresh Water - Heavy Duty) for items in contact with the ground.
  1. Preservative Chemicals: Acceptable to authorities having jurisdiction and containing no arsenic or chromium. Do not use inorganic boron (SBX) for sill plates.
  2. For exposed items indicated to receive a stained or natural finish, use chemical formulations that do not require incising, contain colorants, bleed through, or otherwise adversely affect finishes.
- B. Kiln-dry lumber after treatment to a maximum moisture content of 19 percent. Do not use material that is warped or that does not comply with requirements for untreated material.
- C. Mark lumber with treatment quality mark of an inspection agency approved by the ALSC Board of Review.
  1. For exposed lumber indicated to receive a stained or natural finish, mark end or back of each piece or omit marking and provide certificates of treatment compliance issued by inspection agency.
- D. Application: Treat items indicated on Drawings, and the following:
  1. Wood cants, nailers, curbs, equipment support bases, blocking, stripping, and similar members in connection with roofing, flashing, vapor barriers, and waterproofing.
  2. Wood sills, sleepers, blocking, furring, stripping, and similar concealed members in contact with masonry or concrete.

## 2.03 MISCELLANEOUS LUMBER

- A. General: Provide miscellaneous lumber indicated and lumber for support or attachment of other construction, including the following:
  1. Blocking.
  2. Nailers.
  3. Grounds.

## 2.04 MISCELLANEOUS MATERIALS

- A. Sill-Sealer Gaskets: Closed-cell neoprene foam, 1/4 inch thick, selected from manufacturer's standard widths to suit width of sill members indicated.

## PART 3 - EXECUTION

## 3.01 PREPARATION OF SURFACES

- A. Surfaces to receive new wood members shall be free of all dirt, debris, and loose materials. Exposed surfaces shall be mechanically scraped if necessary, to remove projections.
- B. Surfaces shall have no free water present in any form (rain, dew, frost, snow or ice).
- C. Contractor is responsible to inspect all exposed surfaces to see that conditions are satisfactory for installation of new work.

## 3.02 INSTALLATION, GENERAL

- A. Set rough carpentry to required levels and lines, with members plumb, true to line, cut, and fitted. Fit rough carpentry to other construction; scribe and cope as needed for accurate fit. Locate furring, nailers, blocking, grounds, and similar supports to comply with requirements for attaching other construction.
- B. Place horizontal members flat, crown side up.
- C. Provide blocking and framing as indicated and as required to support facing materials, fixtures, specialty items, and trim.
- D. Securely attach rough carpentry work to substrate by anchoring and fastening as indicated, complying with the following:

**END OF SECTION 06 10 00**



## PART 1 GENERAL

## 1.01 SECTION INCLUDES

- A. Finish carpentry items.
- B. Wood casings and moldings.
- C. Hardware and attachment accessories.

## 1.02 ADMINISTRATIVE REQUIREMENTS

- A. Coordinate the work with plumbing rough-in, electrical rough-in, installation of associated and adjacent components, and provision of plumbing fixture templates.

## 1.03 SUBMITTALS

- A. See Section 01 33 00 - SUBMITTALS for submittal procedures.
- B. Product Data:
  - 1. Provide data on fire retardant treatment materials and application instructions.
  - 2. Provide instructions for attachment hardware, finish hardware, and support hardware.
- C. Shop Drawings: Indicate materials, component profiles, fastening methods, jointing details, and accessories.
  - 1. Scale of Drawings: 1-1/2 inch to 1 foot (125 mm to 1 m), minimum.
  - 2. Provide the information required by AWI/AWMAC/WI (AWS) or AWMAC/WI (NAAWS).
  - 3. Include certification program label.
- D. Samples: Submit two samples of finish plywood, 6 x 6 inch (152 x152 mm) in size illustrating wood grain and specified finish.
- E. Samples: Submit two samples of wood trim 6 inch (152 mm) long.
- F. Certificate: Submit labels and certificates required by quality assurance and quality control programs.

## 1.04 QUALITY ASSURANCE

- A. Fabricator Qualifications: Company specializing in fabricating the products specified in this section with minimum five years of documented experience.
  - 1. Accredited participant in the specified certification program prior to the commencement of fabrication and throughout the duration of the project.
  - 2. Single Source Responsibility: Provide and install this work from single fabricator.
- B. Quality Certification:
  - 1. Provide labels or certificates indicating that the work complies with AWI/AWMAC/WI (AWS) or AWMAC/WI (NAAWS) requirements for grade or grades specified.
  - 2. Provide designated labels on shop drawings as required by certification program.
  - 3. Provide designated labels on installed products as required by certification program.
  - 4. Submit certifications upon completion of installation that verifies this work is in compliance with specified requirements.

## 1.05 DELIVERY, STORAGE, AND HANDLING

- A. Protect work from moisture damage.

## PART 2 PRODUCTS

## 2.01 FINISH CARPENTRY ITEMS

- A. Quality Standard: Custom Grade, in accordance with AWI/AWMAC/WI (AWS) or AWMAC/WI (NAAWS), unless noted otherwise.
- B. Surface Burning Characteristics: Provide materials having fire and smoke properties as required by applicable code.
- C. Interior Woodwork Items:
  - 1. Moldings, Bases, Casings, Crown and Miscellaneous Trim: Maple; prepare for paint finish.
  - 2. Door, Glazed Light, and Pocket Door Frames: Clear White Pine; prepare for paint finish.
  - 3. Window Sills: Maple; prepare for paint finish.
  - 4. Loose Shelving: Red Oak plywood; prepare for paint finish.

## 2.02 WOOD-BASED COMPONENTS

- A. Wood fabricated from old growth timber is not permitted.
- B. Provide sustainably harvested wood, certified or labeled as specified in Section 016100 - FIBER CEMENT SIDING (HARDIE).
- C. Wood fabricated from timber recovered from riverbeds or otherwise abandoned is permitted, unless indicated otherwise, and provided it is clean and free of contamination, identify source; provide lumber re-graded by an inspection service accredited by the American Lumber Standard Committee, Inc. (ALSC).

## 2.03 LUMBER MATERIALS

- A. Softwood Lumber: Poplar species, Planed, maximum moisture content of 6 percent; with vertical grain, of quality suitable for transparent finish.
  - 1. Grading: In accordance with rules certified by ALSC; [www.alsc.org](http://www.alsc.org).
- B. Hardwood Lumber: White Oak species, Abrasive Planed, maximum moisture content of 6 percent; with vertical grain, of quality suitable for transparent finish.

## 2.04 SHEET MATERIALS

- A. Softwood Plywood, Not Exposed to View: Any face species, medium density fiberboard core; PS 1 Grade A-B, glue type as recommended for application.
- B. Softwood Plywood, Exposed to View: Face species as indicated, plain sawn, medium density fiberboard core; PS 1 Grade A-B, glue type as recommended for application.
- C. Hardwood Plywood: Face species as indicated, plain sawn, book matched, medium density fiberboard core; HPVA HP-1, Front Face Grade AA, Back Face Grade 1, glue type as recommended for application.

## 2.05 FASTENINGS

- A. Adhesive for Purposes Other Than Laminate Installation: Suitable for the purpose; not containing formaldehyde or other volatile organic compounds.
- B. Concealed Joint Fasteners: Threaded steel.

## 2.06 ACCESSORIES

- A. Lumber for Shimming and Blocking: Softwood lumber of Cedar or Pine species.
- B. Primer: As specified in Section 09 91 23.
- C. Wood Filler: Solvent base, tinted to match surface finish color.

## 2.07 WOOD TREATMENT

- A. Wood Preservative by Pressure Treatment (PT Type): Provide AWPA U1 treatment using waterborne preservative with 0.25 percent retainage.
- B. Deliver fire retardant treated materials cut to required sizes. Minimize field cutting.
- C. Redry wood after pressure treatment to maximum 15 percent moisture content.

## 2.08 FABRICATION

- A. Shop assemble work for delivery to site, permitting passage through building openings.
- B. When necessary to cut and fit on site, provide materials with ample allowance for cutting. Provide trim for scribing and site cutting.

## 2.09 SHOP FINISHING

- A. Sand work smooth and set exposed nails and screws.
- B. Apply wood filler in exposed nail and screw indentations.
- C. On items to receive transparent finishes, use wood filler that matches surrounding surfaces and is of type recommended for the applicable finish.
- D. Finish work in accordance with AWI/AWMAC/WI (AWS) or AWMAC/WI (NAAWS), Section 5 - Finishing for grade specified and as follows:
  - 1. Transparent:
    - a. System - 12, Polyurethane, Water-based.
    - b. Stain: As selected by Architect.
    - c. Sheen: Flat.
- E. Back prime woodwork items to be field finished, prior to installation.

## PART 3 EXECUTION

### 3.01 EXAMINATION

- A. Verify adequacy of backing and support framing.
- B. Verify mechanical, electrical, and building items affecting work of this section are placed and ready to receive this work.
- C. See Section 06 10 00 - Rough Carpentry for installation of recessed wood blocking.

**3.02 INSTALLATION**

- A. Install work in accordance with AWI/AWMAC/WI (AWS) or AWMAC/WI (NAAWS) requirements for grade indicated.
- B. Set and secure materials and components in place, plumb and level.
- C. Carefully scribe work abutting other components, with maximum gaps of 1/32 inch (0.79 mm). Do not use additional overlay trim to conceal larger gaps.
- D. Install hardware in accordance with manufacturer's written instructions.

**3.03 SITE APPLIED WOOD TREATMENT**

- A. Apply preservative treatment in accordance with manufacturer's instructions.
- B. Brush apply one coat(s) of preservative treatment on wood in contact with cementitious materials. Treat site-sawn cuts.
- C. Allow preservative to dry prior to erecting members.

**3.04 PREPARATION FOR SITE FINISHING**

- A. Set exposed fasteners. Apply wood filler in exposed fastener indentations. Sand work smooth.
- B. Before installation, prime paint surfaces of items or assemblies to be in contact with cementitious materials.

**3.05 TOLERANCES**

- A. Maximum Variation from True Position: 1/16 inch (1.6 mm).
- B. Maximum Offset from True Alignment with Abutting Materials: 1/32 inch (0.79 mm).

**END OF SECTION 06 20 00**

## PART 1 - GENERAL

## 1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

## 1.02 SUMMARY

- A. Section Includes:
  - 1. Modified bituminous sheet waterproofing. Contractor to wrap perimeter of window openings prior to new window installation.

## 1.03 REFERENCE STANDARDS

- A. ASTM C836/C836M - Standard Specification for High Solids Content, Cold Liquid-Applied Elastomeric Waterproofing Membrane for Use with Separate Wearing Course.
- B. ASTM D412 - Standard Test Methods for Vulcanized Rubber and Thermoplastic Elastomers--Tension.
- C. ASTM D5385/D5385M - Standard Test Method for Hydrostatic Pressure Resistance of Waterproofing Membranes.
- D. ASTM D570 - Standard Test Method for Water Absorption of Plastics.
- E. ASTM D882 - Standard Test Method for Tensile Properties of Thin Plastic Sheeting.
- F. ASTM D903 - Standard Test Method for Peel or Stripping Strength of Adhesive Bonds.
- G. ASTM D 1876 Standard Test Method for Peel Release of Adhesives (T-Peel).
- H. ASTM D 3767 Standard Practice for Rubber - Measurements of Dimensions

## 1.04 ACTION SUBMITTALS

- A. Product Data: For each type of product.
  - 1. Submit manufacturer's product data, installation instructions, use limitations and recommendations, include certification of data indicating VOC (Volatile Organic Compound) content of all components of waterproofing system. Include construction details, material descriptions, and tested physical and performance properties of waterproofing.
  - 2. Submit manufacturer's written instructions for evaluating, preparing, and treating substrate.

## 1.05 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For Installer.
- B. Sample Warranties: For special warranties.

## 1.06 QUALITY ASSURANCE

- A. Manufacturer: Sheet membrane waterproofing system shall be manufactured and marketed by a firm with a minimum of 20 years experience in the production and sales of self-adhesive sheet membrane waterproofing. Manufacturers proposed for use but not named in these

specifications shall submit evidence of ability to meet all requirements specified, and include a list of projects of similar design and complexity completed within the past 5 years.

- B. Materials: For each type of material required for the work of this section, provide primary materials which are the products of one manufacturer.

#### 1.07 DELIVERY, STORAGE AND HANDLING

- A. Deliver materials and products in labeled packages. Store and handle in strict compliance with manufacturer's instructions, recommendations and material safety data sheets. Protect materials from sunlight, weather, excessive temperatures and construction operations. Remove damaged material from the site and dispose of in accordance with applicable regulations.
  - 1. Do not double-stack pallets of membrane on the job site. Provide cover on top and all sides, allowing for adequate ventilation.
  - 2. Protect mastic and adhesive from moisture and potential sources of ignition.
  - 3. Store drainage composite or protection board flat and off the ground. Provide cover on top and all sides.
  - 4. Protect surface conditioner from freezing.
- B. Sequence deliveries to avoid delays, but minimize on-site storage.

#### 1.08 FIELD CONDITIONS

- A. Environmental Limitations: Apply waterproofing within the range of ambient and substrate temperatures recommended by waterproofing manufacturer. Do not apply waterproofing to a damp or wet substrate.
  - 1. Do not apply waterproofing in snow, rain, fog, or mist.
  - 2. Proceed with installation only when substrate construction and preparation work is complete and in condition to receive sheet membrane waterproofing.
- B. Maintain adequate ventilation during preparation and application of waterproofing materials.

#### 1.09 WARRANTY

- A. Manufacturer's Warranty: Manufacturer's standard materials-only warranty in which manufacturer agrees to furnish replacement waterproofing material for waterproofing that does not comply with requirements or that fails to remain watertight within specified warranty period.
  - 1. Warranty Period: Five years from date of Substantial Completion.
- B. Installer's Special Warranty: Specified form, signed by Installer, covering Work of this Section, for warranty period of two years.
  - 1. Warranty includes removing and reinstalling protection board, drainage panels, insulation, pedestals, and pavers on plaza decks.

### PART 2 - PRODUCTS

#### 2.01 MATERIALS, GENERAL

- A. Source Limitations for Waterproofing System: Obtain waterproofing materials, protection course, from single source from single manufacturer.

#### 2.02 MODIFIED BITUMINOUS SHEET WATERPROOFING

- A. Modified Bituminous Sheet: Minimum 60-mil (1.5-mm) nominal thickness, self-adhering sheet consisting of 56 mils (1.4 mm) of rubberized asphalt laminated on one side to a 4-mil- (0.10-mm-) thick, polyethylene-film reinforcement, and with release liner on adhesive side;

formulated for application with primer or surface conditioner that complies with VOC limits of authorities having jurisdiction.

1. Products: Subject to compliance with requirements, provide one of the following:
  - a. Grace Construction Products; W.R. Grace & Co. -- Conn; Bituthene 4000.
  - b. Carlisle Coatings & Waterproofing Inc; CCW MiraDRI 860/861.
  - c. Henry Company; Blueskin WP 100/200.
2. Physical Properties:
  - a. Tensile Strength, Membrane: 325 psi (1.7 MPa) minimum; ASTM D412, Die C, modified.
  - b. Ultimate Elongation: 300 percent minimum; ASTM D412, Die C, modified.
  - c. Low-Temperature Flexibility: Pass at minus 45 deg F (minus 43 deg C); ASTM D1970/D1970M.
  - d. Crack Cycling: Unaffected after 100 cycles of 1/8-inch (3-mm) movement; ASTM C836/C836M.
  - e. Puncture Resistance: 50 lbf (222 N) minimum; ASTM E154/E154M.
  - f. Water Absorption: 0.1 percent weight-gain maximum after 48-hour immersion at 70 deg F (21 deg C); ASTM D570.
  - g. Water Vapor Permeance: 0.05 perms (2.9 ng/Pa x s x sq. m) maximum; ASTM E96/E96M, Water Method.
  - h. Resistance to Hydrostatic Head: 231 ft of water (70 m)

### PART 3 - EXECUTION

#### 3.01 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements and other conditions affecting performance of the waterproofing.
  1. Verify that concrete has cured and aged for minimum time period recommended in writing by waterproofing manufacturer.
  2. Verify that substrate is visibly dry and within the moisture limits recommended in writing by manufacturer. Test for capillary moisture by plastic sheet method according to ASTM D4263.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

#### 3.02 SURFACE PREPARATION

- A. Clean, prepare, and treat substrates according to manufacturer's written instructions. Surfaces shall be structurally sound and free of voids, spalled areas, loose aggregate and sharp protrusions. Remove contaminants such as grease, oil and wax from exposed surfaces. Provide clean, dust-free, and dry substrates for waterproofing application.
- B. Mask off adjoining surfaces not receiving waterproofing to prevent spillage and overspray affecting other construction.
- C. Remove grease, oil, bitumen, form-release agents, paints, curing compounds, and other penetrating contaminants or film-forming coatings from concrete.
- D. Remove fins, ridges, mortar, and other projections and fill honeycomb, aggregate pockets, holes, and other voids.
- E. Prepare, fill, prime, and treat joints and cracks in substrates. Remove dust and dirt from joints and cracks according to ASTM D4258.
- F. Bridge and cover expansion joints with overlapping sheet strips of widths according to manufacturer's written instructions.

- G. Prepare, treat, and seal vertical and horizontal surfaces at terminations and penetrations through waterproofing and at drains and protrusions according to ASTM D6135.

### 3.03 MODIFIED BITUMINOUS SHEET-WATERPROOFING APPLICATION

- A. Install modified bituminous sheets according to waterproofing manufacturer's written instructions and recommendations in ASTM D6135.
- B. Apply primer to substrates at required rate and allow it to dry. Limit priming to areas that will be covered by sheet waterproofing in same day. Reprime areas exposed for more than 24 hours.
- C. Apply and firmly adhere sheets over area to receive waterproofing. Accurately align sheets and maintain uniform 2-1/2-inch- (64-mm-) minimum lap widths and end laps. Overlap and seal seams, and stagger end laps to ensure watertight installation.
  - 1. When ambient and substrate temperatures range between 25 and 40 deg F (minus 4 and plus 5 deg C), install self-adhering, modified bituminous sheets produced for low-temperature application. Do not use low-temperature sheets if ambient or substrate temperature is higher than 60 deg F (16 deg C).
- D. Horizontal Application: Apply sheets from low to high points of walls to ensure that laps shed water.
- E. Apply continuous sheets over already-installed sheet strips, bridging substrate cracks, construction, and contraction joints.
- F. Seal edges of sheet-waterproofing terminations with mastic.
- G. Install sheet-waterproofing and auxiliary materials to tie into adjacent waterproofing.
- H. Repair tears, voids, and lapped seams in waterproofing not complying with requirements. Slit and flatten fishmouths and blisters. Patch with sheet waterproofing extending 6 inches (150 mm) beyond repaired areas in all directions.
- I. Immediately install protection course with butted joints over waterproofing membrane.
  - 1. Board insulation may be used in place of a separate protection course to vertical applications when approved by waterproofing manufacturer and installed immediately.

### 3.04 FIELD QUALITY CONTROL

- A. Engage a site representative qualified by waterproofing membrane manufacturer to inspect substrate conditions, surface preparation, membrane application, flashings, protection, and drainage components, and to furnish daily reports to Architect.
- B. Owner will engage an independent testing agency to observe flood testing and examine underside of decks and terminations for evidence of leaks during flood testing.
- C. Prepare test and inspection reports.

### 3.05 PROTECTION, REPAIR, AND CLEANING

- A. Protect waterproofing from damage and wear during remainder of construction period.
- B. Protect installed board insulation from damage due to UV light, harmful weather exposures, physical abuse, and other causes. Provide temporary coverings where insulation is subject to



abuse and cannot be concealed and protected by permanent construction immediately after installation.

- C. Correct deficiencies in or remove waterproofing that does not comply with requirements; repair substrates, reapply waterproofing, and repair sheet flashings.
- D. Clean spillage and soiling from adjacent construction using cleaning agents and procedures recommended by manufacturer of affected construction.

**END OF SECTION 07 13 26**

## PART 1 - GENERAL

## 1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

## 1.02 SUMMARY

- A. Section Includes:
  - 1. Drip edges.
  - 2. Self-Adhering Stainless Steel Fabric Flashing
  - 3. Window sills

## 1.03 COORDINATION

- A. Coordinate sheet metal flashing and trim layout and seams with sizes and locations of penetrations to be flashed, and joints and seams in adjacent materials.
- B. Coordinate sheet metal flashing and trim installation with adjoining materials, joints, and seams to provide leakproof, secure, and noncorrosive installation.

## 1.04 REFERENCES:

- A. ASTM B209 - Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate.
- B. ASTM B32 - Standard Specification for Solder Metal.
- C. ASTM B370 - Standard Specification for Copper Sheet and Strip for Building Construction.
- D. SMACNA (ASMM) - Architectural Sheet Metal Manual.

## 1.05 ACTION SUBMITTALS

- A. Product Data: For each type of product.
  - 1. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for each manufactured product and accessory.
- B. Shop Drawings: For sheet metal flashing and trim.
  - 1. Detail fabrication and installation layouts, details. Distinguish between shop- and field-assembled work.
  - 2. Include identification of material, thickness, weight, and finish for each item and location in Project.
  - 3. Include details for forming, including profiles, shapes, seams, and dimensions.
  - 4. Include details for joining, supporting, and securing, including layout and spacing of fasteners, cleats, clips, and other attachments. Include pattern of seams.
  - 5. Include details of termination points and assemblies.
  - 6. Include details of special conditions.
  - 7. Include details of connections to adjoining work.
- C. Samples for Verification: For each type of exposed finish.

## 1.06 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For fabricator.

- B. Product Test Reports: For each product, for tests performed by a qualified testing agency.

#### 1.07 QUALITY ASSURANCE

- A. Fabricator Qualifications: Employs skilled workers who custom fabricate sheet metal flashing and trim similar to that required for this Project and whose products have a record of successful in-service performance.
- B. Mockups: Build mockups to verify selections made under Sample submittals, to demonstrate aesthetic effects, and to set quality standards for fabrication and installation.
- C. Perform work in accordance with SMACNA (ASMM), CDA A4050, and approved manufacturers requirements and standard details, except as otherwise indicated.

#### 1.08 DELIVERY, STORAGE, AND HANDLING

- A. Do not store sheet metal flashing and trim materials in contact with other materials that might cause staining, denting, or other surface damage. Store sheet metal flashing and trim materials away from uncured concrete and masonry.
- B. Protect strippable protective covering on sheet metal flashing and trim from exposure to sunlight and high humidity, except to extent necessary for period of sheet metal flashing and trim installation.

#### 1.09 WARRANTY

- A. Special Warranty on Finishes: Manufacturer agrees to repair finish or replace sheet metal flashing and trim that shows evidence of deterioration of factory-applied finishes within specified warranty period.
  - 1. Exposed Panel Finish: Deterioration includes, but is not limited to, the following:
    - a. Color fading more than 5 Hunter units when tested according to ASTM D2244.
    - b. Chalking in excess of a No. 8 rating when tested according to ASTM D4214.
    - c. Cracking, checking, peeling, or failure of paint to adhere to bare metal.
  - 2. Finish Warranty Period: 20 years from date of Substantial Completion.

### PART 2 - PRODUCTS

#### 2.01 PERFORMANCE REQUIREMENTS

- A. General: Sheet metal flashing and trim assemblies shall withstand wind loads, structural movement, thermally induced movement, and exposure to weather without failure due to defective manufacture, fabrication, installation, or other defects in construction. Completed sheet metal flashing and trim shall not rattle, leak, or loosen, and shall remain watertight.
- B. Sheet Metal Standard for Copper: Comply with CDA's "Copper in Architecture Handbook." Conform to dimensions and profiles shown unless more stringent requirements are indicated.
- C. Recycled Content of Copper-Sheet Flashing and Trim: Postconsumer recycled content plus one-half of preconsumer recycled content not less than 40 percent.
- D. Thermal Movements: Allow for thermal movements from ambient and surface temperature changes to prevent buckling, opening of joints, overstressing of components, failure of joint sealants, failure of connections, and other detrimental effects. Base calculations on surface temperatures of materials due to both solar heat gain and nighttime-sky heat loss.
  - 1. Temperature Change: 120 deg F, ambient; 180 deg F, material

## 2.02 SHEET METALS

- A. General: Protect mechanical and other finishes on exposed surfaces from damage by applying strippable, temporary protective film before shipping.
- B. Aluminum Sheet: ASTM B209, alloy as standard with manufacturer for finish required, with temper as required to suit forming operations and performance required; with smooth, flat surface.
  - 1. Thickness: 0.040 inch minimum or as indicated on the drawings.
  - 2. Exposed Coil-Coated Finish:
    - a. Two-Coat Fluoropolymer: AAMA 2605. Fluoropolymer finish containing not less than 70 percent PVDF resin by weight in color coat. Prepare, pretreat, and apply coating to exposed metal surfaces to comply with coating and resin manufacturers' written instructions.
    - b. Modified Silicone Polyester Coating: Pigmented Organic Coating System, AAMA 2603; baked enamel finish system.
  - 3. Color: As selected by the Architect from the manufacturer's full range of color offerings.
  - 4. Concealed Finish: Pretreat with manufacturer's standard white or light-colored acrylic or polyester backer finish, consisting of prime coat and wash coat with minimum total dry film thickness of 0.5 mil.
- C. Self-Adhering Stainless Steel Fabric Flashing: ASTM A240/A240M, ASTM A480/A480M, ASTM A666, Type 304, 0.003 inch Stainless Steel Thickness, 24 inch wide or as required by the drawing details. Clear, non-asphaltic, pressure sensitive, UV (180 days max.) and heat resistive adhesive. Recyclable product with 60% Recycled Content. Material is available in 60 foot rolls. Provide with Stainless Steel Drip Plates and Termination Bars as indicated on the drawings. Provide Primer-SA, HB Sealant and X-SEAL Tape accessories for a complete watertight installation. Warranty: Lifetime. Material/Manufacturer: Mighty-Flash-SA as manufactured by H&B Powered by MiTek or Architect approved equivalent.

## 2.03 MISCELLANEOUS MATERIALS

- A. General: Provide materials and types of fasteners, protective coatings, sealants, and other miscellaneous items as required for complete sheet metal flashing and trim installation and as recommended by manufacturer of primary sheet metal or manufactured item unless otherwise indicated.
- B. Fasteners: Wood screws, annular threaded nails, self-tapping screws, self-locking rivets and bolts, and other suitable fasteners designed to withstand design loads and recommended by manufacturer of primary sheet metal or manufactured item.
  - 1. General: Blind fasteners or self-drilling screws, gasketed, with hex-washer head.
    - a. Exposed Fasteners: Heads matching color of sheet metal using plastic caps or factory-applied coating. Provide metal-backed EPDM or PVC sealing washers under heads of exposed fasteners bearing on weather side of metal.
    - b. Blind Fasteners: High-strength aluminum or stainless-steel rivets suitable for metal being fastened.
  - 2. Fasteners for Aluminum Sheet: Aluminum or Series 300 stainless steel.
- C. Sealant Tape: Pressure-sensitive, 100 percent solids, polyisobutylene compound sealant tape with release-paper backing. Provide permanently elastic, nonsag, nontoxic, nonstaining tape 1/2 inch wide and 1/8 inch thick.
- D. Elastomeric Sealant: ASTM C920, elastomeric polyurethane silicone polymer sealant; of type, grade, class, and use classifications required to seal joints in sheet metal flashing and trim and remain watertight.

- E. Butyl Sealant: ASTM C1311, single-component, solvent-release butyl rubber sealant; polyisobutylene plasticized; heavy bodied for hooked-type expansion joints with limited movement.

#### 2.04 FABRICATION, GENERAL

- A. General: Custom fabricate sheet metal flashing and trim to comply with details shown and recommendations in cited sheet metal standard that apply to design, dimensions, geometry, metal thickness, and other characteristics of item required. Fabricate sheet metal flashing and trim in shop to greatest extent possible.
  - 1. Fabricate sheet metal flashing and trim in thickness or weight needed to comply with performance requirements, but not less than that specified for each application and metal.
  - 2. Obtain field measurements for accurate fit before shop fabrication.
  - 3. Form sheet metal flashing and trim to fit substrates without excessive oil canning, buckling, and tool marks; true to line, levels, and slopes; and with exposed edges folded back to form hems.
  - 4. Conceal fasteners and expansion provisions where possible. Do not use exposed fasteners on faces exposed to view.
- B. Fabrication Tolerances: Fabricate sheet metal flashing and trim that is capable of installation to a tolerance of 1/4 inch in 20 feet on slope and location lines indicated on Drawings and within 1/8-inch offset of adjoining faces and of alignment of matching profiles.
- C. Expansion Provisions: Form metal for thermal expansion of exposed flashing and trim.
  - 1. Form expansion joints of intermeshing hooked flanges, not less than 1 inch deep, filled with butyl sealant concealed within joints.
- D. Sealant Joints: Where movable, nonexpansion-type joints are required, form metal to provide for proper installation of elastomeric sealant according to cited sheet metal standard.
- E. Fabricate cleats and attachment devices from same material as accessory being anchored or from compatible, non-corrosive metal.
- F. Fabricate cleats and attachment devices of sizes as recommended by cited sheet metal standard and by FM Global Property Loss Prevention Data Sheet 1-49 for application, but not less than thickness of metal being secured.
- G. Seams: Fabricate non-moving seams with flat-lock seams. Tin edges to be seamed, form seams, and solder.

#### 2.05 GENERAL FINISH REQUIREMENTS

- A. Protect mechanical and painted finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.
- B. Appearance of Finished Work: Noticeable variations in same piece are not acceptable. Variations in appearance of adjoining components are acceptable if they are within the range of approved Samples and are assembled or installed to minimize contrast.

## PART 3 - EXECUTION

## 3.01 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for installation tolerances, substrate, and other conditions affecting performance of the Work.
  - 1. Verify compliance with requirements for installation tolerances of substrates.
  - 2. Verify that substrate is sound, dry, smooth, clean, sloped for drainage, and securely anchored.
  - 3. Verify that air- or water-resistant barriers have been installed over sheathing or backing substrate to prevent air infiltration or water penetration.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

## 3.02 UNDERLAYMENT INSTALLATION

- A. Self-Adhering Sheet Underlayment: Install self-adhering sheet underlayment, wrinkle free. Prime substrate if recommended by underlayment manufacturer. Comply with temperature restrictions of underlayment manufacturer for installation; use primer for installing underlayment at low temperatures. Apply in shingle fashion to shed water, with end laps of not less than 6 inches staggered 24 inches between courses. Overlap side edges not less than 3-1/2 inches. Roll laps and edges with roller. Cover underlayment within 14 days.
- B. Apply slip sheet, wrinkle free, over underlayment before installing sheet metal flashing and trim.

## 3.03 INSTALLATION, GENERAL

- A. General: Anchor sheet metal flashing and trim and other components of the Work securely in place, with provisions for thermal and structural movement. Use fasteners, protective coatings, separators, sealants, and other miscellaneous items as required to complete sheet metal flashing and trim system.
  - 1. Install sheet metal flashing and trim true to line, levels, and slopes. Provide uniform, neat seams with minimum exposure of solder, welds, and sealant.
  - 2. Install sheet metal flashing and trim to fit substrates and to result in watertight performance. Verify shapes and dimensions of surfaces to be covered before fabricating sheet metal.
  - 3. Install Self-adhering Stainless Steel Flashing with woven fabric material facing outward as per manufacturer.
  - 4. Space cleats not more than 12 inches apart. Attach each cleat with at least two fasteners. Bend tabs over fasteners.
  - 5. Install exposed sheet metal flashing and trim with limited oil canning, and free of buckling and tool marks.
  - 6. Torch cutting of sheet metal flashing and trim is not permitted.
  - 7. Do not use graphite pencils to mark metal surfaces.
- B. Metal Protection: Where dissimilar metals contact each other, or where metal contacts pressure-treated wood or other corrosive substrates, protect against galvanic action or corrosion by painting contact surfaces with bituminous coating or by other permanent separation as recommended by sheet metal manufacturer or cited sheet metal standard.
  - 1. Coat concealed side of sheet metal flashing and trim with bituminous coating where flashing and trim contact wood, ferrous metal, or cementitious construction.
  - 2. Underlayment: Where installing sheet metal flashing and trim directly on cementitious or wood substrates, install underlayment and cover with slip sheet.

- C. Expansion Provisions: Provide for thermal expansion of exposed flashing and trim. Space movement joints at maximum of 10 feet with no joints within 24 inches of corner or intersection.
- D. Fasteners: Use fastener sizes that penetrate wood blocking or sheathing not less than 1-1/4 inches (32 mm) for nails and not less than 3/4 inch (19 mm) for wood screws.
- E. Seal joints as required for watertight construction.
  - 1. Use sealant-filled joints unless otherwise indicated. Embed hooked flanges of joint members not less than 1 inch into sealant. Form joints to completely conceal sealant. When ambient temperature at time of installation is between 40 and 70 deg F, set joint members for 50 percent movement each way. Adjust setting proportionately for installation at higher ambient temperatures. Do not install sealant-type joints at temperatures below 40 deg F.
  - 2. Prepare joints and apply sealants to comply with requirements in Section 07 92 00 - JOINT SEALANTS.

### 3.04 WALL FLASHING INSTALLATION

- A. General: Install sheet metal wall flashing to intercept and exclude penetrating moisture according to cited sheet metal standard unless otherwise indicated. Coordinate installation of wall flashing with installation of wall-opening components such as windows, doors, and louvers.
- B. Through-Wall Flashing: Installation of through-wall flashing is specified in Division 04.
- C. Opening Flashings in Frame Construction: Install continuous head, sill, jamb, and similar flashings to extend 6 inches beyond wall openings.

### 3.05 ERECTION TOLERANCES

- A. Installation Tolerances: Shim and align sheet metal flashing and trim within installed tolerance of 1/4 inch in 20 feet on slope and location lines indicated on Drawings and within 1/8-inch offset of adjoining faces and of alignment of matching profiles.

### 3.06 CLEANING AND PROTECTION

- A. Clean exposed metal surfaces of substances that interfere with uniform oxidation and weathering.
- B. Soldering operations: Clean and neutralize flux materials. Clean off excess solder.
- C. Clean off excess sealants.
- D. Remove temporary protective coverings and strippable films as sheet metal flashing and trim are installed unless otherwise indicated in manufacturer's written installation instructions. Upon completion of sheet metal flashing and trim installations, remove unused materials and clean finished surfaces as recommended by sheet metal flashing and trim manufacturer. Maintain sheet metal flashing and trim in clean condition during construction.
- E. Replace sheet metal flashing and trim that have been damaged or that have deteriorated beyond successful repair by finish touchup or similar minor repair procedures.

### END OF SECTION 07 62 00

## PART 1 - GENERAL

## 1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

## 1.02 SUMMARY

- A. Section Includes:
  - 1. Silicone joint sealants.
  - 2. Polyurethane joint sealants.
  - 3. Preformed joint sealants.

## 1.03 PRECONSTRUCTION TESTING

- A. Preconstruction Compatibility and Adhesion Testing: Submit to joint-sealant manufacturers, for testing indicated below, samples of materials that will contact or affect joint sealants.
  - 1. Use ASTM C1087 to determine whether priming and other specific joint preparation techniques are required to obtain rapid, optimum adhesion of joint sealants to joint substrates.
  - 2. Samples for Verification: For each type of sealant submit a color sample board and one sample joint, 1/2" wide by 6" long including joint substrates, shims, joint-sealant backings, secondary seals, and miscellaneous materials.
  - 3. Schedule sufficient time for testing and analyzing results to prevent delaying the Work.
  - 4. For materials failing tests, obtain joint-sealant manufacturer's written instructions for corrective measures including use of specially formulated primers.
  - 5. Testing will not be required if joint-sealant manufacturers submit joint preparation data that are based on previous testing, not older than 24 months, of sealant products for adhesion to, and compatibility with, joint substrates and other materials matching those submitted.

## 1.04 ACTION SUBMITTALS

- A. Product Data: For each joint-sealant product indicated.
- B. Samples for Initial Selection: Manufacturer's color charts consisting of strips of cured sealants showing the full range of colors available for each product exposed to view.
- C. Joint-Sealant Schedule: Include the following information:
  - 1. Joint-sealant application, joint location, and designation.
  - 2. Joint-sealant manufacturer and product name.
  - 3. Joint-sealant formulation.
  - 4. Joint-sealant color.

## 1.05 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For qualified Installer and testing agency.
- B. Product Certificates: For each kind of joint sealant and accessory, from manufacturer.
- C. Product Test Reports: Based on evaluation of comprehensive tests performed by a qualified testing agency, indicating that sealants comply with requirements.
- D. Preconstruction Compatibility and Adhesion Test Reports: From sealant manufacturer, indicating the following:



1. Materials forming joint substrates and joint-sealant backings have been tested for compatibility and adhesion with joint sealants.
2. Interpretation of test results and written recommendations for primers and substrate preparation needed for adhesion.

E. Warranties: Sample of special warranties.

#### 1.06 QUALITY ASSURANCE

- A. Installer Qualifications: Manufacturer's authorized representative who is trained and approved for installation of units required for this Project with a minimum of three-years experience in the installation of the work of this section.
- B. Source Limitations: Obtain each kind of joint sealant from single source from single manufacturer.
- C. Product Testing: Test joint sealants using a qualified testing agency.
  1. Testing Agency Qualifications: An independent testing agency qualified according to ASTM C1021 to conduct the testing indicated.
  2. Test according to SWRI's Sealant Validation Program for compliance with requirements specified by reference to ASTM C920 for adhesion and cohesion under cyclic movement, adhesion-in-peel, and indentation hardness.
- D. Mockups: Install sealant in mockups of assemblies specified in other Sections that are indicated to receive joint sealants specified in this Section. Use materials and installation methods specified in this Section.

#### 1.07 PROJECT CONDITIONS

- A. Do not proceed with installation of joint sealants under the following conditions:
  1. When ambient and substrate temperature conditions are outside limits permitted by joint-sealant manufacturer or are below 40 degrees F.
  2. When joint substrates are wet.
  3. Where joint widths are less than those allowed by joint-sealant manufacturer for applications indicated.
  4. Where contaminants capable of interfering with adhesion have not yet been removed from joint substrates.

#### 1.08 WARRANTY

- A. Special Installer's Warranty: Manufacturer's standard form in which Installer agrees to repair or replace joint sealants that do not comply with performance and other requirements specified in this Section within specified warranty period.
  1. Warranty Period: Two years from date of Substantial Completion.
- B. Special Manufacturer's Warranty: Manufacturer's standard form in which joint-sealant manufacturer agrees to furnish joint sealants to repair or replace those that do not comply with performance and other requirements specified in this Section within specified warranty period.
  1. Warranty Period: Two years from date of Substantial Completion.
- C. Special warranties specified in this article exclude deterioration or failure of joint sealants from the following:
  1. Movement of the structure caused by structural settlement or errors attributable to design or construction resulting in stresses on the sealant exceeding sealant manufacturer's written specifications for sealant elongation and compression.
  2. Disintegration of joint substrates from natural causes exceeding design specifications.

3. Mechanical damage caused by individuals, tools, or other outside agents.
4. Changes in sealant appearance caused by accumulation of dirt or other atmospheric contaminants.

## PART 2 - PRODUCTS

### 2.01 MATERIALS, GENERAL

- A. Compatibility: Provide joint sealants, backings, and other related materials that are compatible with one another and with joint substrates under conditions of service and application, as demonstrated by joint-sealant manufacturer, based on testing and field experience.
- B. VOC Content of Interior Sealants: Sealants and sealant primers used inside the weatherproofing system shall comply with the following limits for VOC content when calculated according to 40 CFR 59, Subpart D (EPA Method 24):
  1. Architectural Sealants: 250 g/L.
  2. Sealant Primers for Nonporous Substrates: 250 g/L.
  3. Sealant Primers for Porous Substrates: 775 g/L.
- C. Liquid-Applied Joint Sealants: Comply with ASTM C920 and other requirements indicated for each liquid-applied joint sealant specified, including those referencing ASTM C920 classifications for type, grade, class, and uses related to exposure and joint substrates.
  1. Suitability for Immersion in Liquids. Where sealants are indicated for Use I for joints that will be continuously immersed in liquids, provide products that have undergone testing according to ASTM C 1247. Liquid used for testing sealants is deionized water, unless otherwise indicated.
- D. Stain-Test-Response Characteristics: Where sealants are specified to be non-staining to porous substrates, provide products that have undergone testing according to ASTM C1248 and have not stained porous joint substrates indicated for Project.
- E. Suitability for Contact with Food: Where sealants are indicated for joints that will come in repeated contact with food, provide products that comply with 21 CFR 177.2600.
- F. Colors of Exposed Joint Sealants: As selected by Architect from manufacturer's full color range.
- G. Sealant Abbreviations:

#### Type

1. S = Single Component
2. M = Multi-component
3. LM = Low Modulus
4. C = Clear
5. OP = Opaque

#### Grade

1. NS = Non-Sag
2. NF = Non-Flexible
3. P = Pourable
4. SL = Self-Leveling

#### Use (related to Material)

1. M = Mortar Contact
2. G = Glass Contact
3. A = Aluminum Contact

## 4. O = Other Materials

## 2.02 SILICONE JOINT SEALANTS

- A. Mildew-Resistant, Single-Component, Nonsag, Non-staining, Neutral-Curing Silicone Joint Sealant: ASTM C920, Type S, Grade NS, Class 50, for Use (application) NT; Use (for materials) M, G, A, and O
  - 1. Products: Subject to compliance with requirements, provide one of the following:
    - a. Tremco Incorporated: Tremsil 200.
    - b. Pecora Corporation; 898 NST.
    - c. GE Advanced Materials; SCS1700 Sanitary.

## 2.03 POLYURETHANE JOINT SEALANTS

- A. Single-Component, Non-sag, non-staining, non-yellowing, moisture curing, paintable, Low VOC, Hybrid Polyurethane (STPU), Joint Sealant: ASTM C920, Type S, Grade NS, Class 50, for Use NT; Use (for materials) M, G, A, and O
  - 1. Products: Subject to compliance with requirements, provide one of the following:
    - a. Sika Corporation, Construction Products Division; Sikaflex - 15LM.
    - b. Pecora Corporation; Dynatrol I-XL.
    - c. Tremco Incorporated; Dymonic 100.

## 2.04 LATEX JOINT SEALANTS

- A. Latex Joint Sealant: Acrylic latex or siliconized acrylic latex, ASTM C834, Type OP, Grade NF.
  - 1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
    - a. BASF; MasterSeal NP 520.
    - b. GE Advanced Materials; Ultra Seal.
    - c. Pecora Corporation; AC-20+.
    - d. Tremco Incorporated; Tremflex 834.
    - e. Sherwin Williams Company (SherMax Urethanized Elastomeric Sealant).

## 2.05 PREFORMED JOINT SEALANTS

- A. Preformed Foam Joint Sealant: Manufacturer's standard preformed, precompressed, open-cell foam sealant manufactured from Polyurethane foam with minimum density of 10 lb/cu. ft. (160 kg/cu. m) and impregnated with a nondrying, water-repellent agent. Factory produce in precompressed sizes in roll or stick form to fit joint widths indicated; coated on one side with a pressure-sensitive adhesive and covered with protective wrapping.
  - 1. Products: Subject to compliance with requirements, provide the following:
    - a. Tremco Incorporated; Spectrum SimpleSeal.
    - b. Tremco Incorporated; Illmod 600
    - c. Emseal Joint Systems, Ltd.; 25V.
    - d. Schul International Company; Sealite Standard.

## 2.06 JOINT SEALANT BACKING

- A. General: Provide sealant backings of material that are non-staining; are compatible with joint substrates, sealants, primers, and other joint fillers; and are approved for applications indicated by sealant manufacturer based on field experience and laboratory testing.
- B. Cylindrical Sealant Backings: ASTM C1330, Type C (closed-cell material with a surface skin) Type B (bicellular material with a surface skin) or any of the preceding types, as approved in writing by joint-sealant manufacturer for joint application indicated, and of size and density to control sealant depth and otherwise contribute to producing optimum sealant performance.

- C. Bond-Breaker Tape: Polyethylene tape or other plastic tape recommended by sealant manufacturer for preventing sealant from adhering to rigid, inflexible joint-filler materials or joint surfaces at back of joint. Provide self-adhesive tape where applicable.

## 2.07 MISCELLANEOUS MATERIALS

- A. Primer: Material recommended by joint-sealant manufacturer where required for adhesion of sealant to joint substrates indicated, as determined from preconstruction joint-sealant-substrate tests and field tests.
- B. Cleaners for Nonporous Surfaces: Chemical cleaners acceptable to manufacturers of sealants and sealant backing materials, free of oily residues or other substances capable of staining or harming joint substrates and adjacent nonporous surfaces in any way, and formulated to promote optimum adhesion of sealants to joint substrates.
- C. Masking Tape: Non-staining, non-absorbent material compatible with joint sealants and surfaces adjacent to joints.

## PART 3 - EXECUTION

### 3.01 EXAMINATION

- A. Examine joints indicated to receive joint sealants, with Installer present, for compliance with requirements for joint configuration, installation tolerances, and other conditions affecting joint-sealant performance.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.02 PREPARATION

- A. Surface Cleaning of Joints: Clean out joints immediately before installing joint sealants to comply with joint-sealant manufacturer's written instructions and the following requirements:
  - 1. Remove all foreign material from joint substrates that could interfere with adhesion of joint sealant, including dust, paints (except for permanent, protective coatings tested and approved for sealant adhesion and compatibility by sealant manufacturer), old joint sealants, oil, grease, waterproofing, water repellents, water, surface dirt, and frost.
  - 2. Clean porous joint substrate surfaces by brushing, grinding, mechanical abrading, or a combination of these methods to produce a clean, sound substrate capable of developing optimum bond with joint sealants. Remove loose particles remaining after cleaning operations above by vacuuming or blowing out joints with oil-free compressed air. Porous joint substrates include the following:
  - 3. Clean nonporous joint substrate surfaces with chemical cleaners or other means that do not stain, harm substrates, or leave residues capable of interfering with adhesion of joint sealants. Nonporous joint substrates include the following:
    - a. Metal.
    - b. Glass.
- B. Joint Priming: Prime joint substrates where recommended by joint-sealant manufacturer or as indicated by preconstruction joint-sealant-substrate tests or prior experience. Apply primer to comply with joint-sealant manufacturer's written instructions. Confine primers to areas of joint-sealant bond; do not allow spillage or migration onto adjoining surfaces.
- C. Masking Tape: Use masking tape where required to prevent contact of sealant or primer with adjoining surfaces that otherwise would be permanently stained or damaged by such contact or

by cleaning methods required to remove sealant smears. Remove tape immediately after tooling without disturbing joint seal.

### 3.03 INSTALLATION OF JOINT SEALANTS

- A. General: Comply with joint-sealant manufacturer's written installation instructions for products and applications indicated, unless more stringent requirements apply.
- B. Sealant Installation Standard: Comply with recommendations in ASTM C1193 for use of joint sealants as applicable to materials, applications, and conditions indicated.
- C. Install sealant backings of kind indicated to support sealants during application and at position required to produce cross-sectional shapes and depths of installed sealants relative to joint widths that allow optimum sealant movement capability.
  - 1. Do not leave gaps between ends of sealant backings.
  - 2. Do not stretch, twist, puncture, or tear sealant backings.
  - 3. Remove absorbent sealant backings that have become wet before sealant application and replace them with dry materials.
- D. Install bond-breaker tape behind sealants where sealant backings are not used between sealants and backs of joints.
- E. Install sealants using proven techniques that comply with the following and at the same time backings are installed:
  - 1. Place sealants so they directly contact and fully wet joint substrates.
  - 2. Completely fill recesses in each joint configuration.
  - 3. Produce uniform, cross-sectional shapes and depths relative to joint widths that allow optimum sealant movement capability.
- F. Tooling of Nonsag Sealants: Immediately after sealant application and before skinning or curing begins, tool sealants according to requirements specified in subparagraphs below to form smooth, uniform beads of configuration indicated; to eliminate air pockets; and to ensure contact and adhesion of sealant with sides of joint.
  - 1. Remove excess sealant from surfaces adjacent to joints.
  - 2. Use tooling agents that are approved in writing by sealant manufacturer and that do not discolor sealants or adjacent surfaces.
  - 3. Provide concave joint profile per Figure 8A in ASTM C1193, unless otherwise indicated.
  - 4. Provide flush joint profile where indicated per Figure 8B in ASTM C1193.
  - 5. Provide recessed joint configuration of recess depth and at locations indicated per Figure 8C in ASTM C1193.
    - a. Use masking tape to protect surfaces adjacent to recessed tooled joints.

### 3.04 FIELD QUALITY CONTROL

- A. Field-Adhesion Testing: Field test joint-sealant adhesion to joint substrates as follows:
  - 1. Extent of Testing: Test completed and cured sealant joints as follows:
    - a. Perform 1 test for each 500 feet of joint length thereafter or 1 test per each floor per elevation.
  - 2. Test Method: Test joint sealants according to Method A, Field-Applied Sealant Joint Hand Pull Tab, in Appendix X1 in ASTM C1193 or Method A, Tail Procedure, in ASTM C1521.
    - a. For joints with dissimilar substrates, verify adhesion to each substrate separately; extend cut along one side, verifying adhesion to opposite side. Repeat procedure for opposite side.
  - 3. Inspect tested joints and report on the following:
    - a. Whether sealants filled joint cavities and are free of voids.
    - b. Whether sealant dimensions and configurations comply with specified requirements.

- c. Whether sealants in joints connected to pulled-out portion failed to adhere to joint substrates or tore cohesively. Include data on pull distance used to test each kind of product and joint substrate. Compare these results to determine if adhesion passes sealant manufacturer's field-adhesion hand-pull test criteria.
  - 4. Record test results in a field-adhesion-test log. Include dates when sealants were installed, names of persons who installed sealants, test dates, test locations, whether joints were primed, adhesion results and percent elongations, sealant fill, sealant configuration, and sealant dimensions.
  - 5. Repair sealants pulled from test area by applying new sealants following same procedures used originally to seal joints. Ensure that original sealant surfaces are clean and that new sealant contacts original sealant.
- B. Evaluation of Field-Adhesion Test Results: Sealants not evidencing adhesive failure from testing or noncompliance with other indicated requirements will be considered satisfactory. Remove sealants that fail to adhere to joint substrates during testing or to comply with other requirements. Retest failed applications until test results prove sealants comply with indicated requirements.

### 3.05 CLEANING

- A. Clean off excess sealant or sealant smears adjacent to joints as the Work progresses by methods and with cleaning materials approved in writing by manufacturers of joint sealants and of products in which joints occur.

### 3.06 PROTECTION

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

### 3.07 JOINT-SEALANT SCHEDULE

- A. Joint-Sealant Application: Exterior joints in vertical surfaces and horizontal non-traffic surfaces.
- 1. Joint Locations:
    - a. Joints between different materials listed above.
    - b. Perimeter joints between materials listed above and frames of doors windows and louvers.
    - c. Control and expansion joints in ceilings and other overhead surfaces.
  - 2. Sealant Types:
    - a. Silicone Joint Sealant: Single component, non-sag, neutral curing, Class 100/50.
    - b. Polyurethane Joint Sealant: Single component, non-sag, Class 100/50.
  - 3. Joint-Sealant Colors: As selected by Architect from manufacturer's full range of colors.
- B. Joint-Sealant Application: Interior joints in vertical surfaces and horizontal non-traffic surfaces.
- 1. Joint Locations:
    - a. Perimeter joints of exterior openings where indicated.
    - b. Vertical joints on exposed surfaces of walls and partitions.
    - c. Perimeter joints between interior wall surfaces and frames of interior doors windows and entrances.
  - 2. Sealant Type:
    - a. Latex Acrylic based Joint Sealant.
  - 3. Joint-Sealant Colors: As selected by Architect from manufacturer's full range of colors.

- C. Joint-Sealant Application: Mildew-resistant interior joints in vertical surfaces and horizontal non-traffic surfaces.
  - 1. Sealant Type:
    - a. Silicone Joint Sealant: Mildew resistant, single component, non-sag, neutral curing.
  - 2. Joint-Sealant Colors: As selected by Architect from manufacturer's full range of colors.

### 3.08 SEALANT INSTALLATION LOG

- A. A tabular log of all sealant installations on the project shall be kept and submitted with the O & M manuals at the completion of the project.
- B. Tabular log shall have columns for:
  - 1. Sealant type
  - 2. Sealant installation location
  - 3. Temperature during installation
  - 4. Date of Installation
  - 5. Manufacturer
  - 6. Sealant color installed.

**END OF SECTION 07 92 00**

**Part 1 General****1.1 Section Includes**

- A. Ultimate Double Hung G2, Single Hung, Transom, Picture window complete with hardware, glazing, certified mulls, weather strip, insect screen, grilles-between-the-glass, simulated divided lite, jamb extension, combination storm/screen, and standard or specified anchors, trim, attachments, factory-applied historic casing(s) and accessories
- B. Ultimate Double Hung G2 Bay, Bow window complete with hardware, glazing, weather strip, insect screen, grilles-between-the-glass, simulated divided lite, jamb extension, combination storm/screen, head/seat board, and standard or specified anchors, trim attachments, and accessories

**1.2 Related Sections**

- A. Division 06 - Wood, Plastics, and Composites
- B. Section 07 92 00 – Joint Sealant: Sill sealant and perimeter caulking

**1.3 References**

- A. American Society for Testing Materials (ASTM):
  - 1. E283: Standard Test method for Rate of Air Leakage through Exterior Windows, Curtain Walls and Doors
  - 2. E330: Standard Test Method for Structural Performance of Exterior Windows, Curtain Walls and Door by Uniform Static Air Pressure Difference
  - 3. E547: Standard Test Method for Water Penetration of Exterior Windows, Curtain Walls and Doors by Cyclic Static Air Pressure Differential
  - 4. E2190: Specification for Sealed Insulated Glass Units
  - 5. C1036: Standard Specification for Flat Glass
  - 6. E2068: Standard Test Method for Determination of Operating Force of Sliding Windows and Doors
  - 7. E 1996: Standard Specification for Performance of Exterior Windows, Curtain Walls, Doors and Storm Shutters Impacted by Windborne Debris in Hurricanes
  - 8. E 1886: Standard Test method for Performance of Exterior Windows, curtain Walls, and Storm Shutters Impacted by Missile(s) and Exposed to Cyclic Pressure Differentials
  - 9. F 2090-17: Standard Specifications for Windows Fall Prevention Devices with Emergency Escape (egress) Release Mechanisms



- B. American Architectural Manufacturer's Association/Window and Door Manufacturer's Association (AAMA/WDMA/CSA):
  - 1. AAMA/WDMA/CSA 101/I.S.2/A440-08, Standard/Specification for windows, doors and skylights
  - 2. AAMA/WDMA/CSA 101/I.S.2/A440-11, Standard/Specification for windows, doors and skylights
  - 3. AAMA 450-10, Voluntary Performance Rating Method for Mulled Fenestration Assemblies
- C. WDMA I.S.4: Industry Standard for Water Repellant Preservative Treatment for Millwork
- D. Window and Door Manufacturer's Association (WDMA): 101/I.S.2 WDMA Hallmark Certification Program
- E. Sealed Insulating Glass Manufacturer's Association/Insulating Glass Certification Council (SIGMA/IGCC)
- F. American Architectural Manufacturer's Association (AAMA): 2605: Voluntary Specification for High Performance Organic Coatings on Architectural Extrusions and Panels
- G. National Fenestration Rating Council (NFRC):
  - 1. 101: Procedure for Determining Fenestration Product thermal Properties
  - 2. 200: Procedure for Determining Solar Heat Gain Coefficients at Normal Incidence
- H. Window Covering Manufacturer's Association
  - 1. A100.1: American National Standard for Safety of Corded Window Coverings Products

#### 1.4 System Description

- A. Design and Performance Requirements:

Product	Air Test to PSF	Water Tested to psf	Structural Tested to psf	Certification Rating	Design Pressure	Overall Width		Overall Height	
						in	mm	in	mm
Ultimate Double Hung G2 (4040)	1.57	7.5	75	LC-PG50	DP50	45 1/4	(1149)	87 1/2	(2223)
Ultimate Double Hung G2 (4044)	1.57	7.5	75	LC-PG50	DP50	45 1/4	(1149)	95 1/2	(2426)
Ultimate Double Hung G2 (4450)	1.57	7.5	75	LC-PG50	DP50	49 1/4	(1251)	107 1/2	(2731)

## SECTION 08 52 13 – DOUBLE-HUNG WINDOWS

H2M

Ultimate Double Hung G2 (5044) *	1.57	6	60	LC-PG35	DP35	55 1/4	(1403)	95 1/2	(2426)
Ultimate Double Hung G2 (5456)	1.57	6	60	LC-PG35	DP35	59 1/4	(1505)	119 1/2	(3035)
Ultimate Double Hung G2 (6060)	1.57	7.5	45	LC-PG30	DP30	65 1/4	(1657)	127 1/2	(3239)
Ultimate Double Hung G2 Picture (6668)	1.57	7.5	75	CW-PG50	DP50	67 1/4	(1708)	69 1/2	(1765)
Ultimate Double Hung G2 Picture (60102)	1.57	7.5	75	CW-PG50	DP50	61 1/4	(1556)	103 1/2	(2629)
Ultimate Double Hung G2 Transom (4020)	1.57	7.5	75	LC-PG50	DP50	45 1/4	(1149)	27 11/16	(703)
Ultimate Double Hung G2 Transom (6820)	1.57	7.5	75	LC-PG50	DP50	73 1/4	(1861)	27 11/16	(703)
Ultimate Double Hung G2 Transom (6820)	1.57	7.5	75	LC-PG50	DP50	73 1/4	(1861)	27 11/16	(703)
Ultimate Double Hung G2 (5044) *	1.57	6	60	LC-PG35	DP35	55 1/4	(1403)	95 1/2	(2426)
Ultimate Double Hung G2 (4826) CW Performance	1.57	7.5	75	CW-PG50	DP50	53 1/4	(1353)	59 1/2	(1511)
Ultimate Double Hung G2 (4848) CW Performance	1.57	7.5	75	CW-PG50	DP50	53 1/4	(1353)	103 1/2	(2629)
Ultimate Double Hung G2 (5056) CW Performance	1.57	7.5	60	CW-PG40	DP40	55 1/4	(1403)	119 1/2	(3035)
Ultimate Double Hung G2 (5456) CW Performance	1.57	7.5	45	CW-PG30	DP30	59 1/4	(1505)	119 1/2	(3035)

\*Tested with the Performance Bracket Removed

**1.5 Submittals**

- A. Shop Drawings: Submit shop drawings
- B. Product Data: Submit catalog data
- C. Samples:
  - 1. Submit corner section
  - 2. Include glazing system, quality of construction and specified finish
- D. Quality Control Submittals: Certificates: submit manufacturer's certification indicating compliance with specified performance and design requirement

**1.6 Quality Assurance**

- A. Requirements: consult local code for IBC [International Building Code] and IRC [International Residential Code] adoption year and pertinent revisions for information on:
  - 1. Egress, emergency escape and rescue requirements
  - 2. Basement window requirements
  - 3. Windows fall prevention and/or window opening control device requirements.

**1.7 Delivery**

- A. Deliver in original packaging and protect from weather.

**1.8 Storage and Handling**

- A. Prime and seal wood surfaces, including to be concealed by wall construction, if more than thirty (30) days will expire between delivery and installation.
- B. Store window units in an upright position in a clean and dry storage area above ground to protect from weather.

**1.9 Warranty**

Complete and current warranty information is available at [marvin.com/warranty](http://marvin.com/warranty). The following summary is subject to the terms, condition, limitations and exclusions set forth in the Marvin Windows and Door Limited Warranty and Products in Coastal Environments Limited Warranty Supplement:

- A. Clear insulating glass with stainless steel spacers is warranted against seal failure caused by manufacturing defects and resulting in visible obstruction through the glass for twenty (20) years from the original date of purchase. Glass is warranted against stress cracks caused by manufacturing defects from ten (10) years from the original date of purchase.

- B. Standard exterior aluminum cladding finish is warranted against manufacturing defects resulting in chalk, fade and loss of adhesion (peel) per the American Architectural Manufacturer's Association (AAMA) Specification 2605-11 Section 8.4 and 8.9 for twenty (20) years from the original date of purchase.
- C. Factory-applied interior finish is warranted to be free from finish defects for a period of five (5) years from the original date of purchase.
- D. Hardware and other non-glass components are warranted to be free from manufacturing defects for ten (10) years from the original date of purchase.

## Part 2 Products

### 2.1 Manufactured Units

- A. Description: Basis of Design is the Ultimate Double Hung G2 (and related stationary units) as manufactured by Marvin, Warroad, Minnesota.
- B. Description: Basis of Design is the Ultimate Double Hung G2 Bow unit, (and related stationary units) as manufactured by Marvin Windows and Door, Warroad, Minnesota.
  - 1. Available in 3, 4, 5, and 6 wide assemblies
  - 2. 6 degree angle
  - 3. With and w/out head and seat board
- C. Description: Basis of Design is the Ultimate Double Hung G2 Bay Assemblies as manufactured by Marvin, Warroad, Minnesota
  - 1. Available 30 degree, 45 degree, and 90 degree
  - 2. With and w/out head and seat board

d. or Approved Equal.

## 2.2 Frame Description

- A. Interior: Non Finger-Jointed Pine or finger-jointed core with non finger-jointed Pine veneer; optional non finger-jointed Douglas Fir or finger-jointed core with non finger-jointed Douglas Fir veneer; optional non finger-jointed White Oak or finger-jointed with non finger-jointed Oak veneer; non finger-jointed Cherry or finger-jointed core with Cherry veneer; non finger-jointed Mahogany or finger-jointed core with non finger-jointed Mahogany veneer; non finger-jointed Vertical Grain Douglas Fir or finger-jointed with non finger-jointed Vertical Grain Douglas Fir veneer
  - 1. Kiln-dried to moisture content no greater than 12 percent at the time of fabrication
  - 2. Water repellant, preservative treated in accordance with ANSI/WDMA I.S.4.
- B. Frame exterior aluminum clad with 0.050" (1.3mm) thick extruded aluminum
- C. Frame thickness: 1 1/16" (17mm) head and jambs
- D. Frame depth: Frame depth had an overall 5 21/32" jamb (144mm). 4 9/16" (116mm) jamb depth from the nailing fin plane to the interior face of the frame for new construction.
- E. Sill assembly including the sill liner: 2 7/32" (56mm)
- F. Factory-applied historic profile extrusion

## 2.3 Sash Description

- A. Interior: Non Finger-Jointed Pine or finger-jointed core with non finger-jointed Pine veneer; optional non finger-jointed Douglas Fir or finger-jointed core with non finger-jointed Douglas Fir veneer; optional non finger-jointed White Oak or finger-jointed with non finger-jointed Oak veneer; non finger-jointed Cherry or finger-jointed core with Cherry veneer; non finger-jointed Mahogany or finger-jointed core with non finger-jointed Mahogany veneer; non finger-jointed Vertical Grain Douglas Fir or finger-jointed with non finger-jointed Vertical Grain Douglas Fir veneer
  - 1. Kiln-dried to moisture content no greater than 12 percent at the time of fabrication
  - 2. Water repellant preservative treated with accordance with WDMA I.S.4.
- B. Sash exterior aluminum clad with 0.050" (1.3mm) thick extruded aluminum
- C. Sash thickness: 1 3/4" (44mm). Corner slot and tenoned.
- D. Operable sash tilt to interior for cleaning or removal
- E. Sash to match existing
- F. Exterior Cope Profile: Putty
- G. Interior Sash Sticking
  - 1. Standard: Ogee
  - 2. Optional: Square

**2.4 Glazing**

- A. Select quality complying with ASTM C1036. Insulating glass SIGMA/IGCC certified to performance level CBA when tested in accordance with ASTM E2190.
- B. Glazing method: Insulating glass
- C. Glazing seal: Silicone bedding on interior and exterior
- D. Glass Type: Clear, Bronze, Gray, Reflective Bronze, Tempered, Obscure, Laminated, Low E2 with or without Argon, Low E3 with or without Argon, Low E1 with or without Argon, Low E2/ERS Argon or air, Low E3/ERS Argon or air,
- E. TriPane Glass(TG): Tripane Low E1 Argon, Tripane Low E2 Argon, Tripane Low E3 Argon.

**2.5 Certified Mulling**

- A. Directional mull limits: 1 High (can be 2 or more units wide in an assembly)
  - 1. Max mullion span is 71 1/2" (1816mm); max tributary width 45 1/4" (1149mm)
  - 2. CUDH NG 2.0 to CUDH NG 2.0 only
  - 3. Certified to Design Pressure 50
- B. Directional mull limits: 1 Wide (can be 2 or more units high in an assembly)
  - 1. Max mullion span is 69 1/4" (1759mm); max tributary height 53 19/32" (1361mm)
  - 2. CUDH NG 2.0 over CUDH NG 2.0 only
  - 3. Certified to Design Pressure 50
- C. Multiple Wide x Multiple High assemblies with 1" LVL
  - 1. Max mullion span is 75 11/16" (1922mm); max tributary width is 45 1/4" (1149mm)
  - 2. LVL must be in vertical mull
  - 3. Certified to Design Pressure 50
- D. Multiple Wide x Multiple High assemblies with 3/8" (10mm) MRF
  - 1. Max mullion span is 83 11/16" (2125mm); max tributary width 45 1/4" (1149mm)
  - 2. CUDH NG 2.0 over CUDH NG 2.0 only
  - 3. Certified to Design Pressure 65
- E. If any units have a lower design pressure the entire assembly will have the lowest design pressure of any unit or mull in the assembly.

## 2.6 Finish

- A. Exterior: Aluminum clad. Fluoropolymer modified acrylic topcoat over a primer. Meets AAMA 2605 requirements.
  - 1. Aluminum clad color options: Bahama Brown, Bronze, Cadet Gray, Cascade Blue, Cashmere, Clay, Coconut Cream, Ebony, Evergreen, Gunmetal, Hampton Sage, Pebble Gray, Sierra White, Stone White, Suede, Wineberry, Bright Silver (pearlescent), Copper (pearlescent), Liberty Bronze (pearlescent)
  - 2. Custom colors: Contact your Marvin representative
- B. Interior Finish options:
  - 1. Prime: Factory-applied water-borne acrylic primer. Meets WDMA TM-11 requirements.
  - 2. Painted Interior Finish. Factory-applied water-borne acrylic enamel. Available on Pine product only. Available in White or Designer Black. Meets WDMA TM-14 requirements.
  - 3. Factory-applied water-borne acrylic enamel clear coat. Applied in two separate coats with light sanding between coats. Available on Pine, Mahogany, Mixed Grain Douglas Fir, Vertical Grain Douglas Fir, Cherry, or White Oak. Meets WDMA TM-14 requirements.
  - 4. Factory-applied water-borne urethane stain. Stain applied over a wood (stain) conditioner. A water-borne acrylic enamel clear coat applied in two separate coats, with light sanding between coats, applied over the stain. Available on Pine, Mahogany Mixed Grain Douglas Fir, Vertical Grain Douglas Fir, Cherry, or White Oak. Colors available: Wheat, Honey, Hazelnut, Leather, Cabernet, and Espresso. Meets WDMA TM-14 requirements.

## 2.7 Hardware

- A. Locking system that provides locking, unlocking, balancing, and tilting of the sash members
- B. Lock Actuator Assembly
  - 1. Material
    - a. Zinc die-cast
    - b. Available finishes: Satin Taupe, White, Bronze, Matte Black, Brass, Antique Brass, Polished Chrome, Satin Chrome, Oil Rubbed Bronze, or Satin Nickel
  - 2. Design Feature and Components
    - a. To unlock unit, turn the handle 135°
    - b. Lock automatically locks when both sash are closed.
    - c. To tilt the bottom sash for wash mode, the bottom sash must be unlocked and raised a few inches; push the button on top of the lock handle and rotate the handle 180°

- d. To tilt the top sash for wash mode, the bottom sash must be tilted and/or removed from the frame; lower the top sash to a good working height, retract the tilt latches on the top rail and tilt sash inward out of the frame
- e. Custodial hardware colors: Satin Taupe, White, Bronze, Matte Black

C. Bottom Rail Lock Actuator Assembly - Lift Lock

1. Material

- a. Zinc die-cast
- b. Available finishes: Satin Taupe, White, Bronze, Matte Black, Brass, Antique Brass, Polished Chrome, Satin Chrome, Oil Rubbed Bronze, or Satin Nickel

2. Design Feature and Components

- a. Does not contain Check Rail Lock Actuator Assembly or Strike Assembly
- b. Available in Traditional and Contemporary designs
- c. To unlock unit, lift the lock
- d. Lock automatically locks when bottom sash is closed.
- e. To tilt the bottom sash for wash mode, raise the bottom sash and manually retract the latches.
- f. Custodial hardware colors (available with traditional design): Satin Taupe, White, Bronze, Matte Black

D. Latches

1. Bottom sash latch

a. Material

- i. Bolt: Glass-filled nylon
- ii. Latch housing: Acetal
- iii. Sash latch reinforcement: Stainless steel

2. Top sash tilt latch

a. Material

- i. Bolt: Glass-filled nylon
- ii. Latch housing: Glass-filled nylon

- 3. Latches accommodate travel of sash in frame, and tilting into wash-mode
- 4. Color: Beige (manual latch for Lift Lock also available in White and Black)



## E. Strike Assembly

## 1. Material

- f. Zinc die-cast strike plate and injection-molded Acetal housing and button
- g. Available finishes: Satin Taupe, White, Bronze, Matte Black, Brass, Antique Brass, Polished Chrome, Satin Chrome, Oil Rubbed Bronze, or Satin Nickel

## 2. Strike assembly accommodates locking/unlocking

## F. Balance System (balance system determined by sash weight)

## 1. Block &amp; tackle balances

## 2. Hybrid spiral balances

## G. Factory-applied Window Opening Control Device (WOCD) is a sash limiter that prevents the window opening more than 4" vertically. It meets ASTM F2090-17 specifications for window fall prevention standards. The system consists of two single action devices that allows for egress (when applied to an egress size window) by bypassing the 4" stop feature.

## 1. Material

## a. WOCD device: zinc die-cast

## b. WOCD strike plate: nylon

## 2. 2 WOCD's applied to each double and single hung window and will be recessed into the stiles of the top sash

## 3. Default color matches lock handle

## 4. Strike plate mounted to the bottom sash check rail

## 5. Strike plate color to match weather strip

## H. Sash Limiter

## 1. Bottom Sash Limiter (Acetal)

- a. Available on all operator configurations, and StormPlus IZ3
- b. Selectable bottom sash locations, 4", 6" or 8" Net Clear Opening (NCO)
- c. Non-tilt hardware is default, and a sash removal tool is required in order to bypass the Sash limiter for sash removal (tilt wash mode)
- d. Standard application is factory applied. Available for field retrofit applications.
- e. Color: Will align with the Exterior Weather Strip Package selection

## 2. Top Sash Limiter (Extruded PVC)

- a. Available on all operator configurations, with the exception Single Hung configurations. This includes StormPlus IZ3
- b. Standard application is factory applied. Available for field applications
- c. Color: Will align with the Interior Weather Strip Package selection

## 2.8 Weather Strip

- A. Operating units:
  - 1. Jambs: Foam-filled bulb
  - 2. Header: Continuous dual leaf
  - 3. Bottom rail and check rail: Hollow bulb
- B. Stationary units:
  - 1. Jambs: Foam for picture units; foam-filled bulb for transom unit
  - 2. Header and bottom rail: Hollow bulb

## 2.9 Jamb Extension

- A. Jamb extensions are available for various wall thickness factory-applied up to a 14" (356mm) wide
- B. Finish: Match interior frame finish

## 2.10 Head/Seat Board (For use with Bow and Bay units)

- A. Factory-installed (head board) (seat board) for wall thickness indicated or required
- B. Finish: Match interior finish

## 2.11 Insect Screen

- A. Factory-installed full or half screen. Half screen covers sash opening.
  - 1. Screen Mesh: Marvin Bright View™
  - 2. Optional Screen mesh: Charcoal Aluminum Wire, Black Aluminum Wire, Bright Bronze Aluminum Wire, Bright Aluminum Wire
- B. Screen Frame
  - 1. Window frame height less than or equal to 54 ½" Aluminum Screen Frame. Option: Extruded Aluminum Screen Frame.

2. Window frame height greater than 54 ½" Extruded Screen Frame. Option: None.
- C. Aluminum frame finish:
  1. Color: Matches exterior aluminum clad color

### 2.12 Combination Storm Sash and Screen

- A. Frame: Exterior extruded aluminum 0.050" (1.3mm) thick
- B. Finish: Fluoropolymer modified acrylic topcoat applied over Fluoropolymer primer. Meets AAMA 2605 requirements
  1. Finish: Stone White, Bahama Brown, Bronze, Evergreen, Pebble Gray
- C. Hardware: Spring loaded locking pins to hold movable storm panel in position. Heavy metal clips to lock upper and lower storm panels together
- D. Weather strip: Dual durometer weather strip on center cross rail seals against operating panel in closed position
- E. Storm panel: Select quality glass in aluminum frame
  1. Frame finish: Standard color: Stone White, Bahama Brown, Bronze, Evergreen, Pebble Gray
- F. Insect screen panel:
  1. Extruded aluminum surround
  2. Screen mesh: Standard is Marvin Bright View™. Optional Charcoal Aluminum Wire, Black Aluminum Wire, Bright Bronze Aluminum Wire, Bright Aluminum Wire
  3. Aluminum frame finish: Bronze, White

### 2.13 Simulated Divided Lites (SDL)

- A. 5/8" (16mm) wide, 7/8" (22mm) wide, 1 1/8" (29mm) wide, 1 3/4" (44mm) wide, 1 15/16" (49mm) wide, 2 13/32" (61mm) wide with or w/out internal spacer bar
- B. Exterior muntins: 0.050" (1.3mm) thick extruded aluminum
- C. Interior muntins: Pine, Mixed Grain Douglas Fir, White Oak, Cherry, Mahogany Vertical Grain Douglas Fir
- D. Muntins adhere to glass with closed-cell copolymer acrylic foam tape
- E. Exterior sticking: Putty
- F. Interior Sticking:
  1. Standard: Ogee

- 2. Optional: Square
- G. Patterns: Rectangular, diamond, custom lite cut
- H. Finish – exterior matches exterior aluminum clad colors, interior matches interior wood species and color

#### **2.14 Grilles-Between-the-Glass (GBG)**

- A. 23/32" (18mm) contoured aluminum bar
  - 1. Exterior Colors: Exterior matches exterior aluminum clad colors. The exterior GBG color is designed to best match the Marvin aluminum clad color when used with Low E glass. The use of different types of glazing may alter the exterior GBG color appearance
  - 2. Interior Colors: White is the default color. Optional colors: Bronze, Pebble Gray, Sierra, White
- B. Optional flat aluminum spacer bar. Contact your Marvin representative.
- C. Pattern: Rectangular, Cottage, Custom lite layout

#### **2.15 Accessories and Trim**

- A. Installation Accessories:
  - 1. Factory-installed vinyl nailing/drip cap
  - 2. Installation brackets: 6 3/8" (162mm), 9 3/8" (283mm), 15 3/8" (390mm)
  - 3. Masonry brackets: 6" (152mm), 10" (254mm)
- B. Aluminum Extrusions:
  - 1. Casing Profile: Brick Mould Casing (BMC), Flat Casing, Columbus Casing, Grayson Casing, Ridgeland Casing, Stratton Casing, Thorton Casing, Potter Casing
  - 2. Aluminum clad Extrusion: Frame Expander, Jamb Extender, Mullion Cover, Mullion Expander, Subsill, Subsill End Cap and Lineal Cap
  - 3. Finish: Fluoropolymer modified acrylic topcoat applied over primer. Meets AAMA 2605 requirements
  - 4. Available in all exterior aluminum clad colors
- C. Historic casing, factory-applied profiles: Ridgeland, Flat, BMC, Custom
  - a. Subsills factory-applied

**D. Exterior Sash Lugs – Standard Option**

1. Standard Profile: Ogee
2. Available on Top Sash
3. Color: Available in all exterior clad color options
  - a. Color shall be the same as top sash clad color
4. Standard application is factory applied. Available for field applications

**Part 3 Execution****3.1 Examination**

- A. Verification of Condition: Before installation, verify openings are plumb, square and of proper dimensions. Report frame defects or unsuitable conditions to the General contractor before proceeding.
- B. Acceptance of Condition: Beginning on installation confirms acceptance of existing conditions.

**3.2 Installation**

- A. Assemble and install window/door unit(s) according to manufacturer's instruction and reviewed shop drawing.
- B. Install sealant and related backing materials at perimeter of unit or assembly in accordance with Section 07 92 00 Joint Sealants.
- C. Install accessory items as required.
- D. Use finish nails to apply wood trim and mouldings.

**3.3 Field Quality Control**

- A. Remove visible labels and adhesive residue according to manufacturer's instruction.
- B. Unless otherwise specified, air leakage resistance tests shall be conducted at a uniform static pressure of 75 Pa (~1.57 psf). The maximum allowable rate of air leakage shall not exceed 2.3 L/sm<sup>2</sup> (~0.45 cfm/ft<sup>2</sup>).
- C. Unless otherwise specified, water penetration resistance testing shall be conducted per AAMA 502 and ASTM E1105 at 2/3 of the fenestration products design pressure (DP) rating using "Procedure B" – cyclic static air pressure difference. Water penetration shall be defined in accordance with the test method(s) applied.

**3.4 Cleaning**

- A. Remove visible labels and adhesive residue according to manufacturer's instruction.
- B. Leave windows and glass in a clean condition. Perform final cleaning.

**3.5 Protecting Installed Construction**

- A. Protecting windows from damage by chemicals, solvents, paint or other construction operations that may cause damage.

End of Section

## PART 1 GENERAL

## 1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

## 1.02 SUMMARY

- A. This Section includes commercial door hardware for the following:
  - 1. Exterior swinging doors.
  - 2. Sliding windows
- B. Door hardware includes, but is not necessarily limited to, the following:
  - 1. Mechanical door hardware.
- C. Codes and References: Comply with the version year adopted by the Authority Having Jurisdiction.
  - 1. ICC A117.1 - Accessible and Usable Buildings and Facilities.
  - 2. ICC (IBC) - International Building Code.
  - 3. NFPA 101 - Life Safety Code.
  - 4. State Building Codes, Local Amendments.
- D. Standards: All hardware specified herein shall comply with the following industry standards as applicable. Any undated reference to a standard shall be interpreted as referring to the latest edition of that standard:
  - 1. ANSI/BHMA A156.29 Certified Product Standards - A156 Series.
  - 2. UL 10C - Positive Pressure Fire Tests of Door Assemblies.
  - 3. UL 294 - Access Control System Units.
  - 4. UL 305 - Panic Hardware.
  - 5. UL 437 - Key Locks.

## 1.03 SUBMITTALS

- A. Product Data: Manufacturer's product data sheets including installation details, material descriptions, dimensions of individual components and profiles, operational descriptions and finishes.
- B. Door Hardware Schedule: Prepared by or under the supervision of supplier, detailing fabrication and assembly of door hardware, as well as procedures and diagrams. Coordinate the final Door Hardware Schedule with doors, frames, and related work to ensure proper size, thickness, hand, function, and finish of door hardware.
  - 1. Format: Comply with scheduling sequence and vertical format in DHI's "Sequence and Format for the Hardware Schedule."
  - 2. Organization: Organize the Door Hardware Schedule into door hardware sets indicating complete designations of every item required for each door or opening. Organize door hardware sets in same order as in the Door Hardware Sets at the end of Part 3. Submittals that do not follow the same format and order as the Door Hardware Sets will be rejected and subject to resubmission.
  - 3. Content: Include the following information:
    - a. Type, style, function, size, label, hand, and finish of each door hardware item.
    - b. Manufacturer of each item.
    - c. Fastenings and other pertinent information.
    - d. Location of door hardware set, cross-referenced to Drawings, both on floor plans and in door and frame schedule.
    - e. Explanation of abbreviations, symbols, and codes contained in schedule.

- f. Mounting locations for door hardware.
  - g. Door and frame sizes and materials.
  - h. Warranty information for each product.
- 4. Submittal Sequence: Submit the final Door Hardware Schedule at earliest possible date, particularly where approval of the Door Hardware Schedule must precede fabrication of other work that is critical in the Project construction schedule. Include Product Data, Samples, Shop Drawings of other work affected by door hardware, and other information essential to the coordinated review of the Door Hardware Schedule.
- C. Shop Drawings: Details of electrified access control hardware indicating the following:
  - 1. Wiring Diagrams: Upon receipt of approved schedules, submit detailed system wiring diagrams for power, signaling, monitoring, communication, and control of the access control system electrified hardware. Differentiate between manufacturer-installed and field-installed wiring. Include the following:
    - a. Elevation diagram of each unique access controlled opening showing location and interconnection of major system components with respect to their placement in the respective door openings.
    - b. Complete (risers, point-to-point) access control system block wiring diagrams.
    - c. Wiring instructions for each electronic component scheduled herein.
  - 2. Electrical Coordination: Coordinate with related sections the voltages and wiring details required at electrically controlled and operated hardware openings.
- D. Keying Schedule: After a keying meeting with the owner has taken place prepare a separate keying schedule detailing final instructions. Submit the keying schedule in electronic format. Include keying system explanation, door numbers, key set symbols, hardware set numbers and special instructions. Owner must approve submitted keying schedule prior to the ordering of permanent cylinders/cores.
- E. Informational Submittals:
  - 1. Product Test Reports: Indicating compliance with cycle testing requirements, based on evaluation of comprehensive tests performed by manufacturer and witnessed by a qualified independent testing agency.
- F. Operating and Maintenance Manuals: Provide manufacturers operating and maintenance manuals for each item comprising the complete door hardware installation in quantity as required in Division 01, Closeout Procedures.

#### 1.04 QUALITY ASSURANCE

- A. Manufacturers Qualifications: Engage qualified manufacturers with a minimum 5 years of documented experience in producing hardware and equipment similar to that indicated for this Project and that have a proven record of successful in-service performance.
- B. Certified Products: Where specified, products must maintain a current listing in the Builders Hardware Manufacturers Association (BHMA) Certified Products Directory (CPD).
- C. Installer Qualifications: A minimum 3 years documented experience installing both standard and electrified door hardware similar in material, design, and extent to that indicated for this Project and whose work has resulted in construction with a record of successful in-service performance.
- D. Door Hardware Supplier Qualifications: Experienced commercial door hardware distributors with a minimum 5 years documented experience supplying both mechanical and electromechanical hardware installations comparable in material, design, and extent to that indicated for this Project. Supplier recognized as a factory direct distributor by the manufacturers of the primary materials with a warehousing facility in Project's vicinity. Supplier to have on staff a certified



Architectural Hardware Consultant (AHC) available during the course of the Work to consult with Contractor, Architect, and Owner concerning both standard and electromechanical door hardware and keying.

- E. Source Limitations: Obtain each type and variety of door hardware specified in this section from a single source unless otherwise indicated.
  - 1. Electrified modifications or enhancements made to a source manufacturer's product line by a secondary or third party source will not be accepted.
  - 2. Provide electromechanical door hardware from the same manufacturer as mechanical door hardware, unless otherwise indicated.
- F. Each unit to bear third party permanent label demonstrating compliance with the referenced standards.
- G. Keying Conference: Conduct conference to comply with requirements in Division 01 Section "Project Meetings." Keying conference to incorporate the following criteria into the final keying schedule document:
  - 1. Function of building, purpose of each area and degree of security required.
  - 2. Plans for existing and future key system expansion.
  - 3. Requirements for key control storage and software.
  - 4. Installation of permanent keys, cylinder cores and software.
  - 5. Address and requirements for delivery of keys.
- H. Pre-Submittal Conference: Conduct coordination conference in compliance with requirements in Division 01 Section "Project Meetings" with attendance by representatives of Supplier(s), Installer(s), and Contractor(s) to review proper methods and the procedures for receiving, handling, and installing door hardware.
  - 1. Prior to installation of door hardware, conduct a project specific training meeting to instruct the installing contractors' personnel on the proper installation and adjustment of their respective products. Product training to be attended by installers of door hardware (including electromechanical hardware) for aluminum, hollow metal and wood doors. Training will include the use of installation manuals, hardware schedules, templates and physical product samples as required.
  - 2. Inspect and discuss electrical roughing-in, power supply connections, and other preparatory work performed by other trades.
  - 3. Review sequence of operation narratives for each unique access controlled opening.
  - 4. Review and finalize construction schedule and verify availability of materials.
  - 5. Review the required inspecting, testing, commissioning, and demonstration procedures
- I. At completion of installation, provide written documentation that components were applied to manufacturer's instructions and recommendations and according to approved schedule.

#### 1.05 DELIVERY, STORAGE, AND HANDLING

- A. Inventory door hardware on receipt and provide secure lock-up and shelving for door hardware delivered to Project site. Do not store electronic access control hardware, software or accessories at Project site without prior authorization.
- B. Tag each item or package separately with identification related to the final Door Hardware Schedule, and include basic installation instructions with each item or package.
- C. Deliver, as applicable, permanent keys, cylinders, cores, access control credentials, software and related accessories directly to Owner via registered mail or overnight package service. Instructions for delivery to the Owner shall be established at the "Keying Conference".

## 1.06 COORDINATION

- A. Templates: Obtain and distribute to the parties involved templates for doors, frames, and other work specified to be factory prepared for installing standard and electrified hardware. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing hardware to comply with indicated requirements.
- B. Door and Frame Preparation: Doors and corresponding frames are to be prepared, reinforced and pre-wired (if applicable) to receive the installation of the specified electrified, monitoring, signaling and access control system hardware without additional in-field modifications.

## 1.07 WARRANTY

- A. General Warranty: Reference Division 01, General Requirements. Special warranties specified in this Article shall not deprive Owner of other rights Owner may have under other provisions of the Contract Documents and shall be in addition to, and run concurrent with, other warranties made by Contractor under requirements of the Contract Documents.
- B. Warranty Period: Written warranty, executed by manufacturer(s), agreeing to repair or replace components of standard and electrified door hardware that fails in materials or workmanship within specified warranty period after final acceptance by the Owner. Failures include, but are not limited to, the following:
  - 1. Structural failures including excessive deflection, cracking, or breakage.
  - 2. Faulty operation of the hardware.
  - 3. Deterioration of metals, metal finishes, and other materials beyond normal weathering.
  - 4. Electrical component defects and failures within the systems operation.
- C. Standard Warranty Period: One year from date of Substantial Completion, unless otherwise indicated.
- D. Special Warranty Periods:
  - 1. Ten years for mortise locks and latches.
  - 2. Five years for exit hardware.
  - 3. Twenty five years for manual overhead door closer bodies.
  - 4. Five years for motorized electric latch retraction exit devices.

## 1.08 MAINTENANCE SERVICE

- A. Maintenance Tools and Instructions: Furnish a complete set of specialized tools and maintenance instructions as needed for Owner's continued adjustment, maintenance, and removal and replacement of door hardware.

## PART 2 PRODUCTS

## 2.01 SCHEDULED DOOR HARDWARE

- A. General: Provide door hardware for each door to comply with requirements in Door Hardware Sets and each referenced section that products are to be supplied under.
- B. Designations: Requirements for quantity, item, size, finish or color, grade, function, and other distinctive qualities of each type of door hardware are indicated in the Door Hardware Sets at the end of Part 3. Products are identified by using door hardware designations, as follows:
  - 1. Named Manufacturer's Products: Product designation and manufacturer are listed for each door hardware type required for the purpose of establishing requirements. Manufacturers' names are abbreviated in the Door Hardware Schedule.

- C. Substitutions: Requests for substitution and product approval for inclusive mechanical and electromechanical door hardware in compliance with the specifications must be submitted in writing and in accordance with the procedures and time frames outlined in Division 01, Substitution Procedures. Approval of requests is at the discretion of the architect, owner, and their designated consultants.

## 2.02 DOOR OPERATING TRIM

- A. Flush Bolts and Surface Bolts: ANSI/BHMA A156.3 and A156.16, Grade 1, certified.
1. Flush bolts to be furnished with top rod of sufficient length to allow bolt retraction device location approximately six feet from the floor.
  2. Furnish dust proof strikes for bottom bolts.
  3. Surface bolts to be minimum 8" in length and U.L. listed for labeled fire doors and U.L. listed for windstorm components where applicable.
  4. Provide related accessories (mounting brackets, strikes, coordinators, etc.) as required for appropriate installation and operation.
  5. Manufacturers:
    - a. Door Controls International (DC).
    - b. Rockwood (RO).
    - c. Trimco (TC).
- B. Door Push Plates and Pulls: ANSI/BHMA A156.6 certified door pushes and pulls of type and design specified in the Hardware Sets. Coordinate and provide proper width and height as required where conflicting hardware dictates.
1. Push/Pull Plates: Minimum .050 inch thick, size as indicated in hardware sets, with beveled edges, secured with exposed screws unless otherwise indicated.
  2. Fasteners: Provide manufacturer's designated fastener type as indicated in Hardware Sets.
  3. Manufacturers:
    - a. Hiawatha, Inc. (HI).
    - b. Rockwood (RO).
    - c. Trimco (TC).

## 2.03 CYLINDERS AND KEYING

- A. General: Cylinder manufacturer to have minimum (10) years experience designing secured master key systems and have on record a published security keying system policy.
- B. Source Limitations: Obtain each type of keyed cylinder and keys from the same source manufacturer as locksets and exit devices, unless otherwise indicated.
- C. Cylinder Types: Original manufacturer cylinders able to supply the following cylinder formats and types:
1. Threaded mortise cylinders with rings and cams to suit hardware application.
  2. Rim cylinders with back plate, flat-type vertical or horizontal tailpiece, and raised trim ring.
  3. Bored or cylindrical lock cylinders with tailpieces as required to suit locks.
  4. Tubular deadlocks and other auxiliary locks.
  5. Mortise and rim cylinder collars to be solid and recessed to allow the cylinder face to be flush and be free spinning with matching finishes.
  6. Keyway: Manufacturer's Standard.
- D. Patented Cylinders: ANSI/BHMA A156.5, Grade 1 Certified Products Directory (CPD) listed cylinders employing a utility patented and restricted keyway requiring the use of a patented key. Cylinders are to be protected from unauthorized manufacture and distribution by manufacturer's

United States patents. Cylinders are to be factory keyed with owner having the ability for on-site original key cutting.

1. Patented key systems shall not be established with products that have an expired patent. Expired systems shall only be specified and supplied to support existing systems.
  2. Manufacturers:
    - a. Corbin Russwin (RU) - Access 3 AP.
    - b. Sargent (SA) - Degree DG1.
- E. Keying System: Each type of lock and cylinders to be factory keyed.
1. Supplier shall conduct a "Keying Conference" to define and document keying system instructions and requirements.
  2. Furnish factory cut, nickel-silver large bow permanently inscribed with a visual key control number as directed by Owner.
  3. New System: Key locks to a new key system as directed by the Owner.
- F. Key Quantity: Provide the following minimum number of keys:
1. Change Keys per Cylinder: Three (3).
  2. Master Keys (per Master Key Level/Group): Five (5).
  3. Construction Keys (where required): Ten (10).
- G. Construction Keying: Provide construction master keyed cylinders.
- H. Key Registration List (Bitting List):
1. Provide keying transcript list to Owner's representative in the proper format for importing into key control software.
  2. Provide transcript list in writing or electronic file as directed by the Owner.

#### 2.04 KEY CONTROL

- A. Key Control Cabinet: Provide a key control system including envelopes, labels, and tags with self-locking key clips, receipt forms, 3-way visible card index, temporary markers, permanent markers, and standard metal cabinet. Key control cabinet shall have expansion capacity of 150% of the number of locks required for the project.
1. Manufacturers:
    - a. Lund Equipment (LU).
    - b. MMF Industries (MM).
    - c. Telkee (TK).

#### 2.05 MECHANICAL LOCKS AND LATCHING DEVICES

- A. Mortise Locksets, Grade 1 (Heavy Duty): ANSI/BHMA A156.13, Series 1000, Operational Grade 1 Certified Products Directory (CPD) listed. Locksets are to be manufactured with a corrosion resistant steel case and be field-reversible for handing without disassembly of the lock body.
1. Where specified, provide status indicators with highly reflective color and wording for "locked/unlocked" or "vacant/occupied" with custom wording options if required. Indicator to be located above the cylinder with the inside thumb-turn not blocking the visibility of the indicator status. Indicator window size to be a minimum of 2.1" x 0.6" with a curved design allowing a 180 degree viewing angle with protective covering to prevent tampering.
  2. Manufacturers:
    - a. Corbin Russwin Hardware (RU) - ML2000 Series.
    - b. Sargent Manufacturing (SA) - 8200 Series.
    - c. Schlage (SC) - L9000 Series.
- B. Multi-Point Locksets: ANSI/BHMA A156.37, Certified Products Directory (CPD) listed vertical rod locking devices designed for openings requiring multiple latching points within one locking mechanism. Rods are retracted by dual mounted outside lever trim controls available in a

variety of ANSI/BHMA operational functions. Option for single top latching only eliminates the need for bottom strikes.

1. Manufacturers:
  - a. Corbin Russwin Hardware (RU) - MP9800 Series.
  - b. Sargent Manufacturing (SA) - 7000 Series.
  - c. Schlage (SC) - LM9200 Series.

## 2.06 AUXILIARY LOCKS

- A. Mortise Deadlocks, Small Case: ANSI/BHMA A156.36, Grade 1, small case mortise type deadlocks constructed of heavy gauge wrought corrosion resistant steel. Steel or stainless steel bolts with a 1" throw and hardened steel roller pins. Deadlocks to be products of the same source manufacturer and keyway as other specified locksets.
  1. Manufacturers:
    - a. Corbin Russwin Hardware (RU) - DL4000 Series.
    - b. Sargent Manufacturing (SA) - 4870 Series.
    - c. Schlage (SC) - L460 Series.

## 2.07 LOCK AND LATCH STRIKES

- A. Strikes: Provide manufacturer's standard strike with strike box for each latch or lock bolt, with curved lip extended to protect frame, finished to match door hardware set, unless otherwise indicated, and as follows:
  1. Flat-Lip Strikes: For locks with three-piece antifriction latchbolts, as recommended by manufacturer.
  2. Extra-Long-Lip Strikes: For locks used on frames with applied wood casing trim.
  3. Aluminum-Frame Strike Box: Provide manufacturer's special strike box fabricated for aluminum framing.
  4. Double-lipped strikes: For locks at double acting doors. Furnish with retractable stop for rescue hardware applications.
- B. Standards: Comply with the following:
  1. Strikes for Mortise Locks and Latches: BHMA A156.13.
  2. Strikes for Bored Locks and Latches: BHMA A156.2.
  3. Strikes for Auxiliary Deadlocks: BHMA A156.36.
  4. Dustproof Strikes: BHMA A156.16.

## 2.08 CONVENTIONAL EXIT DEVICES

- A. General Requirements: All exit devices specified herein shall meet or exceed the following criteria:
  1. At doors not requiring a fire rating, provide devices complying with NFPA 101 and listed and labeled for "Panic Hardware" according to UL305. Provide proper fasteners as required by manufacturer including sex nuts and bolts at openings specified in the Hardware Sets.
  2. Where exit devices are required on fire rated doors, provide devices complying with NFPA 80 and with UL labeling indicating "Fire Exit Hardware". Provide devices with the proper fasteners for installation as tested and listed by UL. Consult manufacturer's catalog and template book for specific requirements.
  3. Except on fire rated doors, provide exit devices with hex key dogging device to hold the pushbar and latch in a retracted position. Provide optional keyed cylinder dogging on devices where specified in Hardware Sets.
  4. Devices must fit flat against the door face with no gap that permits unauthorized dogging of the push bar. The addition of filler strips is required in any case where the door light extends behind the device as in a full glass configuration.

5. Lever Operating Trim: Where exit devices require lever trim, furnish manufacturer's heavy duty escutcheon trim with threaded studs for thru-bolts.
    - a. Lock Trim Design: As indicated in Hardware Sets, provide finishes and designs to match that of the specified locksets.
    - b. Where function of exit device requires a cylinder, provide a cylinder (Rim or Mortise) as specified in Hardware Sets.
  6. Vertical Rod Exit Devices: Where surface or concealed vertical rod exit devices are used at interior openings, provide as less bottom rod (LBR) unless otherwise indicated. Provide dust proof strikes where thermal pins are required to project into the floor.
  7. Narrow Stile Applications: At doors constructed with narrow stiles, or as specified in Hardware Sets, provide devices designed for maximum 2" wide stiles.
  8. Dummy Push Bar: Non-functioning push bar matching functional push bar.
  9. Rail Sizing: Provide exit device rails factory sized for proper door width application.
  10. Through Bolt Installation: For exit devices and trim as indicated in Door Hardware Sets.
- B. Conventional Push Rail Exit Devices (Heavy Duty): ANSI/BHMA A156.3, Grade 1 Certified Products Directory (CPD) listed panic and fire exit hardware devices furnished in the functions specified in the Hardware Sets. Exit device latch to be stainless steel, pullman type, with deadlock feature.
1. Manufacturers:
    - a. Corbin Russwin Hardware (RU) - ED4000 / ED5000 Series.
    - b. Sargent Manufacturing (SA) - 80 Series.
    - c. dormakaba Precision (PR) - Apex 2000 Series.

## 2.09 DOOR CLOSERS

- A. All door closers specified herein shall meet or exceed the following criteria:
1. General: Door closers to be from one manufacturer, matching in design and style, with the same type door preparations and templates regardless of application or spring size. Closers to be non-handed with full sized covers.
  2. Standards: Closers to comply with UL 10C for Positive Pressure Fire Test and be U.L. listed for use of fire rated doors.
  3. Size of Units: Comply with manufacturer's written recommendations for sizing of door closers depending on size of door, exposure to weather, and anticipated frequency of use. Where closers are indicated for doors required to be accessible to the Americans with Disabilities Act, provide units complying with ICC A117.1.
  4. Closer Arms: Provide heavy duty, forged steel closer arms unless otherwise indicated in Hardware Sets.
  5. Closers shall not be installed on exterior or corridor side of doors; where possible install closers on door for optimum aesthetics.
  6. Closer Accessories: Provide door closer accessories including custom templates, special mounting brackets, spacers and drop plates as required for proper installation. Provide through-bolt and security type fasteners as specified in the hardware sets.
- B. Door Closers, Surface Mounted (Heavy Duty): ANSI/BHMA A156.4, Grade 1 Certified Products Directory (CPD) listed surface mounted, heavy duty door closers with complete spring power adjustment, sizes 1 thru 6; and fully operational adjustable according to door size, frequency of use, and opening force. Closers to be rack and pinion type, one piece cast iron or aluminum alloy body construction, with adjustable backcheck and separate non-critical valves for closing sweep and latch speed control. Provide non-handed units standard.
1. Manufacturers:
    - a. Norton Rixson (NO) - 7500 Series.
    - b. Sargent Manufacturing (SA) - 351 Series.
    - c. Yale Commercial(YA) - 4400 Series.

## 2.10 DOOR STOPS AND HOLDERS

- A. General: Door stops and holders to be of type and design as specified below or in the Hardware Sets.
- B. Door Stops and Bumpers: ANSI/BHMA A156.16, Grade 1 certified door stops and wall bumpers. Provide wall bumpers, either convex or concave types with anchorage as indicated, unless floor or other types of door stops are specified in Hardware Sets. Do not mount floor stops where they will impede traffic. Where floor or wall bumpers are not appropriate, provide overhead type stops and holders.
  - 1. Manufacturers:
    - a. Hiawatha, Inc. (HI).
    - b. Rockwood (RO).
    - c. Trimco (TC).
- C. Overhead Door Stops and Holders: ANSI/BHMA A156.8, Grade 1 Certified Products Directory (CPD) listed overhead stops and holders to be surface or concealed types as indicated in Hardware Sets. Track, slide, arm and jamb bracket to be constructed of extruded bronze and shock absorber spring of heavy tempered steel. Provide non-handed design with mounting brackets as required for proper operation and function.
  - 1. Manufacturers:
    - a. dormakaba (DO).
    - b. Norton Rixson (RF).
    - c. Rockwood (RO).

## 2.11 ARCHITECTURAL SEALS

- A. General: Thresholds, weatherstripping, and gasket seals to be of type and design as specified below or in the Hardware Sets. Provide continuous weatherstrip gasketing on exterior doors and provide smoke, light, or sound gasketing on interior doors where indicated. At exterior applications provide non-corrosive fasteners and elsewhere where indicated.
- B. Replaceable Seal Strips: Provide only those units where resilient or flexible seal strips are easily replaceable and readily available from stocks maintained by manufacturer.
- C. Manufacturers:
  - 1. National Guard Products (NG).
  - 2. Pemko (PE).
  - 3. Reese Enterprises, Inc. (RE).

## 2.12 FABRICATION

- A. Fasteners: Provide door hardware manufactured to comply with published templates generally prepared for machine, wood, and sheet metal screws. Provide screws according to manufacturers recognized installation standards for application intended.

## 2.13 FINISHES

- A. Standard: Designations used in the Hardware Sets and elsewhere indicate hardware finishes complying with ANSI/BHMA A156.18, including coordination with traditional U.S. finishes indicated by certain manufacturers for their products.
- B. Provide quality of finish, including thickness of plating or coating (if any), composition, hardness, and other qualities complying with manufacturer's standards, but in no case less than specified by referenced standards for the applicable units of hardware

- C. Protect mechanical finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.

## PART 3 EXECUTION

### 3.01 EXAMINATION

- A. Examine scheduled openings, with Installer present, for compliance with requirements for installation tolerances, labeled fire door assembly construction, wall and floor construction, and other conditions affecting performance.
- B. Notify architect of any discrepancies or conflicts between the door schedule, door types, drawings and scheduled hardware. Proceed only after such discrepancies or conflicts have been resolved in writing.

### 3.02 PREPARATION

- A. Hollow Metal Doors and Frames: Comply with ANSI/DHI A115 series.

### 3.03 INSTALLATION

- A. Install each item of mechanical and electromechanical hardware and access control equipment to comply with manufacturer's written instructions and according to specifications.
  - 1. Installers are to be trained and certified by the manufacturer on the proper installation and adjustment of fire, life safety, and security products including: hanging devices; locking devices; closing devices; and seals.
- B. Mounting Heights: Mount door hardware units at heights indicated in following applicable publications, unless specifically indicated or required to comply with governing regulations:
  - 1. Standard Steel Doors and Frames: DHI's "Recommended Locations for Architectural Hardware for Standard Steel Doors and Frames."
  - 2. DHI TDH-007-20: Installation Guide for Doors and Hardware.
  - 3. Where indicated to comply with accessibility requirements, comply with ANSI A117.1 "Accessibility Guidelines for Buildings and Facilities."
  - 4. Provide blocking in drywall partitions where wall stops or other wall mounted hardware is located.
- C. Retrofitting: Install door hardware to comply with manufacturer's published templates and written instructions. Where cutting and fitting are required to install door hardware onto or into surfaces that are later to be painted or finished in another way, coordinate removal, storage, and reinstallation of surface protective trim units with finishing work specified in Division 9 Sections. Do not install surface-mounted items until finishes have been completed on substrates involved.
- D. Thresholds: Set thresholds for exterior and acoustical doors in full bed of sealant complying with requirements specified in Division 07 Section "Joint Sealants."
- E. Storage: Provide a secure lock up for hardware delivered to the project but not yet installed. Control the handling and installation of hardware items so that the completion of the work will not be delayed by hardware losses before and after installation.

### 3.04 FIELD QUALITY CONTROL

- A. Field Inspection (Punch Report): Reference Division 01 Sections "Closeout Procedures". Produce project punch report for each installed door opening indicating compliance with



approved submittals and verification hardware is properly installed, operating and adjusted. Include list of items to be completed and corrected, indicating the reasons or deficiencies causing the Work to be incomplete or rejected.

1. Organization of List: Include separate Door Opening and Deficiencies and Corrective Action Lists organized by Mark, Opening Remarks and Comments, and related Opening Images and Video Recordings.

### 3.05 ADJUSTING

- A. Initial Adjustment: Adjust and check each operating item of door hardware and each door to ensure proper operation or function of every unit. Replace units that cannot be adjusted to operate as intended. Adjust door control devices to compensate for final operation of heating and ventilating equipment and to comply with referenced accessibility requirements.

### 3.06 CLEANING AND PROTECTION

- A. Protect all hardware stored on construction site in a covered and dry place. Protect exposed hardware installed on doors during the construction phase. Install any and all hardware at the latest possible time frame.
- B. Clean adjacent surfaces soiled by door hardware installation.
- C. Clean operating items as necessary to restore proper finish. Provide final protection and maintain conditions that ensure door hardware is without damage or deterioration at time of owner occupancy.

### 3.07 DEMONSTRATION

- A. Instruct Owner's maintenance personnel to adjust, operate, and maintain mechanical and electromechanical door hardware.

### 3.08 DOOR HARDWARE SETS

- A. The hardware sets represent the design intent and direction of the owner and architect. They are a guideline only and should not be considered a detailed hardware schedule. Discrepancies, conflicting hardware and missing items should be brought to the attention of the architect with corrections made prior to the bidding process. Omitted items not included in a hardware set should be scheduled with the appropriate additional hardware required for proper application and functionality.
  1. Quantities listed are for each pair of doors, or for each single door.
  2. The supplier is responsible for handing and sizing all products.
  3. Where multiple options for a piece of hardware are given in a single line item, the supplier shall provide the appropriate application for the opening.
  4. At existing openings with new hardware the supplier shall field inspect existing conditions prior to the submittal stage to verify the specified hardware will work as required. Provide alternate solutions and proposals as needed.

### 3.09 HARDWARE SCHEDULE

- A. Hardware Set 1 - Swinging doors
  1. Push Bars: Mortise ED3600 exit device
  2. Surface vertical rods: ED3400
  3. Lockset: ED3000, Newport N33
  4. Closer: Norton Rixson 7500, regular arm
  5. Custom Vertical Rod Strikes at Top and Bottom, similar to 787F42 but 4" deep min.
  6. Accessories:

- a. thresholds
  - b. weatherstripping and gasketing
  - c. astragals
  - d. Filler plates over previously cored hardware locations, 334F99-8 600 or sim.
- B. Hardware Set 2 - Sliding Windows along first floor
- 1. Footbolts - OBZMD003 Pella footblt with strike, DS pre 5/16, AS pre 6/17
    - a. Viewed from exterior, rough opening is approx. 10" x 10.5" VIF.
    - b. Color: champagne

## PART 1 GENERAL

## 1.01 SECTION INCLUDES

- A. Sun control window films of the following types:
  - 1. Provide all Season sun control film at all first floor windows, sliders and exterior swinging doors.

## 1.02 REFERENCES

- A. ASHRAE - American Society for Heating, Refrigeration, and Air Conditioning Engineers; Handbook of Fundamentals.
- B. ASTM International (ASTM):
  - 1. ASTM D882 - Standard Test Method for Tensile Properties of Thin Plastic Sheeting.
  - 2. ASTM D412 - Standard Test Methods for Vulcanized Rubber and Thermoplastic Elastomers -- Tension.
  - 3. ASTM D624 - Standard Test Method for Tear Strength of Conventional Vulcanized Rubber and Thermoplastic Elastomers
  - 4. ASTM D1004 - Standard Test Method for Tear Resistance (Graves Tear) of Plastic Film and Sheeting.
  - 5. ASTM D 1044 - Standard Method of Test for Resistance of Transparent Plastics to Surface Abrasion (Taber Abrader Test).
  - 6. ASTM D2240 - Standard Method for Rubber Property - Durometer Hardness.
  - 7. ASTM D 2582 - Standard Test Method for Puncture-Propagation Tear Resistance of Plastic Film and Thin Sheeting.
  - 8. ASTM D 5895 - Standard Test Methods for Evaluating Drying or Curing During Film Formation of Organic Coatings Using Mechanical Recorders.
  - 9. ASTM E84 - Standard Method of Test for Surface Burning Characteristics of Building Materials.
  - 10. ASTM E308 - Standard Recommended Practice for Spectrophotometry and Description of Color in CIE 1931 System.
  - 11. ASTM E1886 - Standard Test Method for Performance of Exterior Windows, Curtain Walls, Doors, and Impact Protective Systems Impacted by Missile(s) and Exposed to Cyclic Pressure Differentials.
  - 12. NFRC 100 / NFRC 200 - Standard Methods of Test for Solar Absorbance, Reflectance and Transmittance of Materials Using Integrating Spheres.
- C. Window 6.3 - A Computer Tool for Analyzing Window Thermal Performance; Lawrence Berkeley Laboratory.
- D. ANSI Z97.1 - American National Standard for Safety Glazing Materials Used in Buildings - Safety Performance Specifications and Methods of Test.
- E. IES LM-83-12: IES Spatial Daylight Autonomy (sDA) and Annual Sunlight Exposure.
- F. Consumer Products Safety Commission 16 CFR, Part 1201 - Safety Standard for Architectural Glazing Materials.
- G. Underwriters Laboratories Inc. (UL): UL 972 - Burglary Resisting Glazing Material.

## 1.03 DEFINITIONS

- A. Light to Solar Gain Ratio: The ratio of visible light transmission to Solar Heat Gain Coefficient.

#### 1.04 PERFORMANCE REQUIREMENTS

- A. Fire Performance: Surface burning characteristics when tested in accordance ASTM E84:
- B. Abrasion Resistance: Film must have a surface coating that is resistant to abrasion such that, less than 5 percent increase of transmitted light haze will result in accordance with ASTM D 1044 using 50 cycles, 500 grams weight, and the CS10F Calbrase Wheel.

#### 1.05 SUBMITTALS

- A. Submit under provisions of Section 01 33 00 - SUBMITTALS.
- B. Product Data: Manufacturer's data sheets on each product to be used, including:
  - 1. Preparation instructions and recommendations.
  - 2. Storage and handling requirements and recommendations.
  - 3. Installation methods.
- C. Verification Samples: For each finish product specified, two samples representing actual product, color, and patterns.
- D. Performance Submittals: Provide laboratory data of emissivity and calculated window U-Factors for various outdoor temperatures based upon established calculation procedure defined by the ASHRAE Handbook of Fundamentals, Chapter 29, or Lawrence Berkeley Laboratory Window 5.2 Computer Program.

#### 1.06 QUALITY ASSURANCE

- A. Manufacturer Qualifications: All primary products specified in this section will be supplied by a single manufacturer with a minimum of ten (10) years experience.
  - 1. Provide documentation that the adhesive used on the specified films is a Pressure Sensitive Adhesive (PSA).
- B. Installer Qualifications: All products listed in this section are to be installed by a single installer with a minimum of five (5) years demonstrated experience in installing products of the same type and scope as specified.
  - 1. Provide documentation that the installer is authorized by the Manufacturer to perform Work specified in this section.
  - 2. Provide a commercial building reference list of 5 properties where the installer has applied window film. This list will include the following information:
    - a. Name of building.
    - b. The name and telephone number of a management contact.
    - c. Type of glass.
    - d. Type of film and/or film attachment system.
    - e. Amount of film and/or film attachment system installed.
    - f. Date of completion.
- C. Mock-Up: Provide a mock-up for evaluation of surface preparation techniques and application workmanship.
  - 1. Finish areas designated by Architect.
  - 2. Do not proceed with remaining work until workmanship, color, and sheen are approved by Architect.
  - 3. Refinish mock-up area as required to produce acceptable work.

### 1.07 DELIVERY, STORAGE, AND HANDLING

- A. Follow manufacturer's instructions for storing and handling.
- B. Store products in manufacturer's unopened packaging until ready for installation.

### 1.08 PROJECT CONDITIONS

- A. Maintain environmental conditions (temperature, humidity, and ventilation) within limits recommended by manufacturer for optimum results. Do not install products under environmental conditions outside manufacturer's absolute limits.

### 1.09 WARRANTY

- A. At project closeout, provide to Owner or Owners Representative an executed current copy of the manufacturer's standard limited warranty against manufacturing defect, outlining its terms, conditions, and exclusions from coverage.
- B. In order to validate warranty, installation must be performed by an Authorized 3M dealer and according to Manufacturer's installation instructions. Verification of Authorized 3M dealer can be confirmed by submission of active 3M dealer code number.

## PART 2 PRODUCTS

### 2.01 MANUFACTURERS

- A. Acceptable Manufacturer: 3M Commercial Solutions, which is located at: 3M Center Bldg. 220-12-E-04; St. Paul, MN 55144-1000; Toll Free Tel: 888-650-3497; Tel: 651-737-1081; Fax: 651 737 8241; Email: [request info \(tdjohnson3@mmm.com\).](mailto:request info (tdjohnson3@mmm.com).)
  - 1. Area authorized 3M Dealer: Layr: Tel: 888-888-8000; Email: [info@layr.com](mailto:info@layr.com); Web: [www.layr.com](http://www.layr.com)
- B. Substitutions: or approved equal substitutions may be submitted.

### 2.02 3M PRESTIGE SUN CONTROL FILM

- A. Physical Properties:
  - 1. Composition: Optically clear polyester film containing at least 220 layers and incorporating pressure sensitive adhesive on one side and an acrylic abrasion resistant coating on the other. nanotechnology represents a breakthrough in technology due to the enhanced heat, UV and IR rejection, without the presence of any metals. The film does not contain dyes.
  - 2. Uniformity: No noticeable pin holes, streaks, thin spots, scratches, banding or other optical defects.
  - 3. Variation in Total Transmission across the Width: Less than 2 percent over the average at any portion along the length.
  - 4. Thickness: Nominal 2.0 mils (0.1mm) with no evidence of coating voids.
  - 5. Identification: Labeled as to Manufacturer as listed in this Section.
  - 6. Visible Light Transmission, color and opacity to match existing.

## PART 3 EXECUTION

### 3.01 EXAMINATION

- A. Film Examination:

1. If preparation of glass surfaces is the responsibility of another installer, notify Architect in writing of deviations from manufacturer's recommended installation tolerances and conditions.
  - a. Glass surfaces receiving new film should first be examined to verify that they are free from defects and imperfections, which will affect the final appearance.
2. Do not proceed with installation until glass surfaces have been properly prepared and deviations from manufacturer's recommended tolerances are corrected. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result under the project conditions.
3. Commencement of installation constitutes acceptance of conditions.

### 3.02 PREPARATION

- A. Clean surfaces thoroughly prior to installation.
- B. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.
- C. Refer to Manufacturer's installation instructions for methods of preparation for Impact Protection Adhesive or Impact Protection Profile film attachment systems

### 3.03 INSTALLATION, GENERAL

- A. General: Install in accordance with manufacturer's instructions and the following.
  1. Cut film edges neatly and square at a uniform distance of 1/8 inch (3 mm) to 1/16 inch (1.5 mm) of window sealant.
  2. Spray the slip solution, composed of one capful of baby shampoo or dishwashing liquid to 1 gallon of water, on window glass and adhesive to facilitate proper positioning of film.
  3. Apply film to glass and lightly spray film with slip solution.
  4. Squeegee from top to bottom of window.
  5. Bump film edge with lint-free towel wrapped around edge of a 5-way tool.
  6. Upon completion of film application, allow 30 days for moisture from film installation to dry thoroughly, and to allow film to dry flat with no moisture dimples when viewed under normal viewing conditions.
  7. If completing an exterior application, check with the manufacturer as to whether edge sealing is required.
    - a. Daylight Redirection Film Installation:
  8. Install in accordance with manufacturer's instructions.
    - a. Film is intended for installation in clerestory windows, minimum 7 feet (2.13m) above finished floor space.
    - b. This film is directional - it has a top and a bottom. Identify and mark the top of the film.

### 3.04 CLEANING AND PROTECTION

- A. Remove left over material and debris from Work area. Use necessary means to protect film before, during, and after installation.
- B. Touch-up, repair or replace damaged products before Substantial Completion.
- C. After application of film, wash film using common window cleaning solutions, including ammonia solutions, 30 days after application. Do not use abrasive type cleaning agents and bristle brushes to avoid scratching film. Use synthetic sponges or soft cloths.

## END OF SECTION 08 87 13

## PART 1 - GENERAL

## 1.01 SUMMARY

- A. Section includes surface preparation and the application of paint systems on the following exterior substrates:

## 1.02 DEFINITIONS

- A. Gloss Level 1: Not more than 5 units at 60 degrees and not more than 10 units at 85 degrees, according to ASTM D523.
- B. Gloss Level 2: Not more than 10 units at 60 degrees and 10 to 35 units at 85 degrees, according to ASTM D523.
- C. Gloss Level 3: 10 to 25 units at 60 degrees and 10 to 35 units at 85 degrees, according to ASTM D523.
- D. Gloss Level 4: 20 to 35 units at 60 degrees and not less than 35 units at 85 degrees, according to ASTM D523.
- E. Gloss Level 5: 35 to 70 units at 60 degrees, according to ASTM D523.
- F. Gloss Level 6: 70 to 85 units at 60 degrees, according to ASTM D523.
- G. Gloss Level 7: More than 85 units at 60 degrees, according to ASTM D523.

## 1.03 ACTION SUBMITTALS

- A. Product Data: For each type of product. Include preparation requirements and application instructions.
- B. Samples for Initial Selection: For each type of topcoat product.
- C. Product List: For each product indicated, include the following:
  - 1. Cross-reference to paint system and locations of application areas. Use same designations indicated on Drawings and in schedules.
  - 2. Printout of current "MPI Approved Products List" for each product category specified, with the proposed product highlighted.
  - 3. VOC content.

## 1.04 CLOSEOUT SUBMITTALS

- A. Coating Maintenance Manual: Upon conclusion of the project, the Contractor or paint manufacturer/supplier shall furnish a coating maintenance manual, such as Sherwin-Williams "Custodian Project Color and Product Information report or equal. Manual shall include an Area Summary with finish schedule, Area Detail designating where each product/color/finish was used, product data pages, Material Safety Data Sheets, care and cleaning instructions, touch-up procedures, and color samples of each color and finish used.

## 1.05 MAINTENANCE MATERIAL SUBMITTALS

- A. Furnish extra materials, from the same product run, that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
  - 1. Paint: 5 percent, but not less than 1 gal. of each material and color applied.

## 1.06 QUALITY ASSURANCE

- A. Mockups: Apply mockups of each paint system indicated and each color and finish selected to verify preliminary selections made under Sample submittals and to demonstrate aesthetic effects and set quality standards for materials and execution.
  - 1. Architect will select one surface to represent surfaces and conditions for application of each paint system specified in Part 3.
  - 2. Final approval of color selections will be based on mockups.
    - a. If preliminary color selections are not approved, apply additional mockups of additional colors selected by Architect at no added cost to Owner.
    - b. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless Architect specifically approves such deviations in writing.
    - c. Subject to compliance with requirements, approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

## 1.07 DELIVERY, STORAGE, AND HANDLING

- A. Store materials not in use in tightly covered containers in well-ventilated areas with ambient temperatures continuously maintained at not less than 45 deg F.
  - 1. Maintain containers in clean condition, free of foreign materials and residue.
  - 2. Remove rags and waste from storage areas daily.
- B. Delivery and Handling: Deliver products to Project site in an undamaged condition in manufacturer's original sealed containers, complete with labels and instructions for handling, storing, unpacking, protecting, and installing. Packaging shall bear the manufacture's label with the following information:
  - 1. Product name and type (description).
  - 2. Batch date.
  - 3. Color number.
  - 4. VOC content.
  - 5. Environmental handling requirements.
  - 6. Surface preparation requirements.
  - 7. Application instructions.

## 1.08 FIELD CONDITIONS

- A. Apply paints only when temperature of surfaces to be painted and ambient air temperatures are between 50 and 95 deg F.
- B. Do not apply paints in snow, rain, fog, or mist; when relative humidity exceeds 85 percent; at temperatures less than 5 deg F above the dew point; or to damp or wet surfaces.

## PART 2 - PRODUCTS

## 2.01 PAINT, GENERAL

- A. MPI Standards: Provide products that comply with MPI standards indicated and that are listed in its "MPI Approved Products List."
- B. Material Compatibility:
  - 1. Provide materials for use within each paint system that are compatible with one another and substrates indicated, under conditions of service and application as demonstrated by manufacturer, based on testing and field experience.



2. For each coat in a paint system, provide products recommended in writing by manufacturers of topcoat for use in paint system and on substrate indicated.
- C. VOC Content: Provide materials that comply with VOC limits of authorities having jurisdiction.
  - D. Colors: All colors and glosses shall be as selected by the Architect and will not be limited to manufacturer's standard colors. Certain colors will require paint manufacturer to prepare special factory mixes to match colors selected by the Architect. Color schedule (with gloss) shall match existing conditions.
    1. The Architect reserves the right to change the finishes within the range of flat, semi-gloss, or gloss, without additional cost to the Owner.
  - E. Material Quality: Provide manufacturer's best-quality trade sale paint material of various coating types specified. All paints shall be new, free from defects, and of recent manufacture.
  - F. Ready-Mixed Formulations: Wherever a ready-mixed product is specified for use, containers shall bear labels giving exact formula of mixture. Formula shall be guaranteed by manufacturer and subject to analysis by a laboratory selected by Architect. Paint material containers not displaying manufacturer's product identification will not be acceptable.
  - G. Thinners: Use only thinners approved by paint manufacturer for each specific coating and use only within recommended limits and when approved in advance by Architect.
  - H. Pigments: Pure, non-fading, mildew-proof, sun-proof, finely ground in approved medium and of applicable types to suit substrates and service indicated as furnished by or approved by manufacturer of approved coating in each case.
  - I. Pre-Mixed Coatings: All finish paints shall be delivered to site "ready-mixed" matching approved colors. Paint for under-coats may be tinted slightly on site.

## 2.02 SOURCE QUALITY CONTROL

- A. Testing of Paint Materials: Owner reserves the right to invoke the following procedure:
  1. Owner will engage the services of a qualified testing agency to sample paint materials. Contractor will be notified in advance and may be present when samples are taken. If paint materials have already been delivered to Project site, samples may be taken at Project site. Samples will be identified, sealed, and certified by testing agency.
  2. Testing agency will perform tests for compliance with product requirements.
  3. Owner may direct Contractor to stop applying paints if test results show materials being used do not comply with product requirements. Contractor shall remove noncomplying paint materials from Project site, pay for testing, and repaint surfaces painted with rejected materials. Contractor will be required to remove rejected materials from previously painted surfaces if, on repainting with complying materials, the two paints are incompatible.

## PART 3 - EXECUTION

### 3.01 EXAMINATION

- A. Examine substrates and conditions, with Applicator present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the Work. Verify suitability of substrates, including surface conditions and compatibility with existing finishes and primers. Where acceptability of substrate conditions is in question, apply samples and perform in-situ testing to verify compatibility, adhesion, and film integrity of new paint application.
  1. Report, in writing, conditions that may affect application, appearance, or performance of paint.

- B. Substrate Conditions:
  - 1. Maximum Moisture Content of Substrates: When measured with an electronic moisture meter as follows:
    - a. Wood: 15 percent.
    - b. Portland Cement Plaster: 12 percent.
    - c. Gypsum Board: 12 percent.
  - 2. Verify suitability of substrates, including surface conditions and compatibility with existing finishes and primers.
  - 3. Proceed with coating application only after unsatisfactory conditions have been corrected.
    - a. Application of coating indicates acceptance of surfaces and conditions.

### 3.02 PREPARATION

- A. Comply with manufacturer's written instructions and recommendations in "MPI Manual" applicable to substrates and paint systems indicated.
- B. Remove hardware, covers, plates, and similar items already in place that are removable and are not to be painted. If removal is impractical or impossible because of size or weight of item, provide surface-applied protection before surface preparation and painting.
  - 1. After completing painting operations, use workers skilled in the trades involved to reinstall items that were removed. Remove surface-applied protection.
- C. Clean substrates of substances that could impair bond of paints, including dust, dirt, oil, grease, and incompatible paints and encapsulants.
  - 1. Remove incompatible primers and reprime substrate with compatible primers or apply tie coat as required to produce paint systems indicated.
- D. Steel Substrates: Remove rust, loose mill scale, and shop primer if any. Clean using methods recommended in writing by paint manufacturer but not less than the following:
  - 1. SSPC-SP 3, "Power Tool Cleaning."
  - 2. SSPC-SP 7/NACE No. 4, "Brush-off Blast Cleaning."
  - 3. SSPC-SP 11, "Power Tool Cleaning to Bare Metal."
- E. Shop-Primed Steel Substrates: Clean field welds, bolted connections, and abraded areas of shop paint, and paint exposed areas with the same material as used for shop priming to comply with SSPC-PA 1 for touching up shop-primed surfaces.
- F. Galvanized-Metal Substrates: Remove grease and oil residue from galvanized sheet metal by mechanical methods to produce clean, lightly etched surfaces that promote adhesion of subsequently applied paints.
- G. Aluminum Substrates: Remove loose surface oxidation.
- H. Wood Substrates:
  - 1. Scrape and clean knots. Before applying primer, apply coat of knot sealer recommended in writing by topcoat manufacturer for exterior use in paint system indicated.
  - 2. Sand surfaces that will be exposed to view, and dust off.
  - 3. Stain edges, ends, faces, undersides, and backsides of wood.
  - 4. After priming, fill holes and imperfections in the finish surfaces with putty or plastic wood filler. Sand smooth when dried.
- I. Plastic Trim Fabrication Substrates: Remove dust, dirt, and other foreign material that might impair bond of paints to substrates.

### 3.03 APPLICATION

- A. Apply paints according to manufacturer's written instructions and recommendations in "MPI Manual."
  - 1. Use applicators and techniques suited for paint and substrate indicated.
  - 2. Paint surfaces behind movable items same as similar exposed surfaces. Before final installation, paint surfaces behind permanently fixed items with prime coat only.
  - 3. Paint both sides and edges of exterior doors and entire exposed surface of exterior door frames.
  - 4. Paint entire exposed surface of window frames and sashes.
  - 5. Do not paint over labels of independent testing agencies or equipment name, identification, performance rating, or nomenclature plates.
  - 6. Primers specified in painting schedules may be omitted on items that are factory primed or factory finished if acceptable to topcoat manufacturers.
- B. Tint undercoats same color as topcoat, but tint each undercoat a lighter shade to facilitate identification of each coat if multiple coats of same material are to be applied. Provide sufficient difference in shade of undercoats to distinguish each separate coat.
- C. If undercoats or other conditions show through topcoat, apply additional coats until cured film has a uniform paint finish, color, and appearance.
- D. Apply paints to produce surface films without cloudiness, spotting, holidays, laps, brush marks, roller tracking, runs, sags, ropiness, or other surface imperfections. Cut in sharp lines and color breaks.

### 3.04 FIELD QUALITY CONTROL

- A. Dry Film Thickness Testing: Owner may engage the services of a qualified testing and inspecting agency to inspect and test paint for dry film thickness.
  - 1. Contractor shall touch up and restore painted surfaces damaged by testing.
  - 2. If test results show that dry film thickness of applied paint does not comply with paint manufacturer's written recommendations, Contractor shall pay for testing and apply additional coats as needed to provide dry film thickness that complies with paint manufacturer's written recommendations.

### 3.05 CLEANING AND PROTECTION

- A. At end of each workday, remove rubbish, empty cans, rags, and other discarded materials from Project site.
- B. After completing paint application, clean spattered surfaces. Remove spattered paints by washing, scraping, or other methods. Do not scratch or damage adjacent finished surfaces.
- C. Protect work of other trades against damage from paint application. Correct damage to work of other trades by cleaning, repairing, replacing, and refinishing, as approved by Architect, and leave in an undamaged condition.
- D. At completion of construction activities of other trades, touch up and restore damaged or defaced painted surfaces.

### 3.06 EXTERIOR PAINTING SCHEDULE

- A. Galvanized-Metal Substrates:
  - 1. Exterior Sheet Metal Siding and Trim:

- a. Prime Coat: "RD-Elastometal," manufactured by RDCoatings, Assesse, Belgium, and distributed by RD Coatings, 167 Avon St., Stratford, CT (203-380-9477). Provide at 5 to 7 mil dry film thickness.
- b. Intermediate Coat: Exterior matching topcoat.
- c. Topcoat: "Series 1071 Fluoronar," manufactured by Tnemec Company Inc., 6800 Corporate Drive, Kansas City, MO 64120 (800-863-6321).

**END OF SECTION 09 91 13**

## PART 1 - GENERAL

## 1.01 SUMMARY

- A. Section includes surface preparation and the application of paint systems on interior substrates.
  - 1. Gypsum board.
  - 2. Wood.

## 1.02 DEFINITIONS

- A. Flat: Gloss Level 1: Not more than 5 units at 60 degrees and 10 units at 85 degrees, according to ASTM D523.
- B. Matte: Gloss Level 2: Not more than 10 units at 60 degrees and 10 to 35 units at 85 degrees, according to ASTM D523.
- C. Eggshell: Gloss Level 3: 10 to 25 units at 60 degrees and 10 to 35 units at 85 degrees, according to ASTM D523.
- D. Satin: Gloss Level 4: 20 to 35 units at 60 degrees and not less than 35 units at 85 degrees, according to ASTM D523.
- E. Semi-Gloss: Gloss Level 5: 35 to 70 units at 60 degrees, according to ASTM D523.
- F. Gloss: Gloss Level 6: 70 to 85 units at 60 degrees, according to ASTM D523.
- G. High Gloss: Gloss Level 7: More than 85 units at 60 degrees, according to ASTM D523.

## 1.03 REFERENCES

- A. GreenSeal GS-11 - Standard for Paints, Coatings, Stains, and Sealers.
- B. GreenSeal GS-11 GreenSeal GS-11; Latest Version.
- C. Occupational Safety and Health Act (OSHA) - Safety Standards.
- D. American National Standards Institute (ANSI) - Performance Standards.
- E. Paint Decorating Contractors of America (PDCA) - Application Standard.
- F. National Paint and Coatings Association (NPCA) - Gloss Standard.
- G. American Society for Testing Materials (ASTM) - Testing Methods.
- H. Master Paint Institute (MPI #) - Established paint categories and standards.
- I. Ozone Transmission Commission (OTC) - Established levels of Volatile Organic Compounds. OTC II.
- J. SCAQMD 1168 - South Coast Air Quality Management District Rule #1168 with latest amendments.
- K. 40 CFR 59, Subpart D - National Volatile Organic Compound Emission Standards for Architectural Coatings; U.S. Environmental Protection Agency; current edition.

## 1.04 ACTION SUBMITTALS

- A. Product Data: For each type of product. Include preparation requirements and application instructions.
  - 1. Manufacturer's name, product name and/or catalog number, and general product category.
  - 2. Cross-reference to specified paint system(s) that the product is to be used in; include description of each system.
- B. Submit for each type of topcoat product.
  - 1. Product List: For each product indicated, include the following:
  - 2. Cross-reference to paint system and locations of application areas. Use same designations indicated on Drawings and in schedules.
  - 3. VOC content.
- C. Samples: Submit three paper samples, 5 inches by 7 inches (127mm x 178mm) in size, illustrating selected colors for each color and system selected with specified coats cascaded.
- D. Manufacturer's Instructions: Indicate special surface preparation procedures.
- E. Maintenance Data: Submit data on cleaning, touch-up, and repair of painted and coated surfaces.

## 1.05 CLOSEOUT SUBMITTALS

- A. Coating Maintenance Manual: Upon conclusion of the project, the Contractor or paint manufacturer/supplier shall furnish a coating maintenance manual, such as "Custodian Project Color and Product Information" report or equal. Manual shall include an Area Summary with finish schedule, Area Detail designating where each product/color/finish was used, product data pages, Material Safety Data Sheets, care and cleaning instructions, touch-up procedures, and color samples of each color and finish used.

## 1.06 MAINTENANCE MATERIAL SUBMITTALS

- A. Furnish extra materials, from the same product run, that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
  - 1. Paint: 5 percent, but not less than 1 gal. of each material and color applied.

## 1.07 QUALITY ASSURANCE

- A. Manufacturer Qualifications: All primary products specified in this section will be supplied by a single manufacturer with a minimum of ten years experience.
- B. Installer Qualifications: All products listed in this section are to be applied by a Painting Contractor with a minimum of five (5) years demonstrated experience in surface preparation and field application of the same type and scope as specified.
- C. Mockups: Apply mockups of each paint system indicated and each color and finish selected to verify preliminary selections made under Sample submittals and to demonstrate aesthetic effects and set quality standards for materials and execution.
  - 1. Architect will select one surface to represent surfaces and conditions for application of each paint system specified in Part 3.
    - a. Vertical and Horizontal Surfaces: Provide samples of at least 100 sq. ft..
    - b. Other Items: Architect will designate items or areas required.
  - 2. Final approval of color selections will be based on mockups.

- a. If preliminary color selections are not approved, apply additional mockups of additional colors selected by Architect at no added cost to Owner.
  - b. Do not proceed with remaining work until workmanship, color, and sheen are approved by Architect.
3. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless Architect specifically approves such deviations in writing.
4. Subject to compliance with requirements, approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

#### 1.08 DELIVERY, STORAGE, AND HANDLING

- A. Store materials not in use in tightly covered containers in well-ventilated areas with ambient temperatures continuously maintained at not less than 45 deg F.
  1. Maintain containers in clean condition, free of foreign materials and residue.
  2. Remove rags and waste from storage areas daily.
- B. Delivery and Handling: Deliver products to Project site in an undamaged condition in manufacturer's original sealed containers, complete with labels and instructions for handling, storing, unpacking, protecting, and installing. Packaging shall bear the manufacturer's label with the following information:
  1. Product name and type (description).
  2. Batch date.
  3. Color number.
  4. VOC content.
  5. Surface preparation requirements.
  6. Application instructions.
- C. Disposal:
  1. Never pour leftover coating down any sink or drain. Use up material on the job or seal can and store safely for future use.
  2. Do not incinerate closed containers.
  3. For specific disposal or recycle guidelines, contact the local waste management agency or district. Recycle whenever possible.

#### 1.09 FIELD CONDITIONS

- A. Apply paints only when temperature of surfaces to be painted and ambient air temperatures are between 50 and 95 deg F.
- B. Do not apply paints when relative humidity exceeds 85 percent; at temperatures less than 5 deg F above the dew point; or to damp or wet surfaces.
- C. Lead Paint: It is not expected that lead paint will be encountered in the Work.

#### 1.10 WARRANTY

- A. Inspection of all surfaces to be coated must be done by the manufacturer's representative to insure proper preparation prior to application. All thinners, fillers, primers and finish coatings shall be from the same manufacturer to support a product warranty. Products other than those submitted shall be accompanied by a letter stating its fitness for use and compatibility.
- B. At project closeout, provide to the Owner or owner's representative an executed copy of the Manufacturer's standard form outlining the terms and conditions of and any exclusions to their Limited Warranty against Manufacturing Defect.

## PART 2 - PRODUCTS

## 2.01 PAINT, GENERAL

- A. Material Compatibility:
  - 1. Provide materials for use within each paint system that are compatible with one another and substrates indicated, under conditions of service and application as demonstrated by manufacturer, based on testing and field experience.
  - 2. For each coat in a paint system, provide products recommended in writing by manufacturers of topcoat for use in paint system and on substrate indicated.
- B. VOC Content: Products shall comply with VOC limits of authorities (OTC II) having jurisdiction and, for interior paints and coatings applied at Project site, the following VOC limits, exclusive of colorants added to a tint base, when calculated according to 40 CFR 59, Subpart D (EPA Method 24).

1. Flat Paints and Coatings:	50 g/L.
2. Non-Flat Paints and Coatings:	100 g/L.
3. Non-Flat High Gloss	150 g/L.
4. Primers, Sealers, and Undercoaters:	100 g/L.
5. Stains	250 g/L.
6. Varnish	275 g/L.
- C. Colors: To match existing.

## 2.02 MIXING AND TINTING

- A. Except where specifically noted in this section, all paint shall be ready-mixed and pre-tinted. Agitate all paint prior to and during application to ensure uniform color, gloss, and consistency.
- B. Thinner addition shall not exceed manufacturer's printed recommendations. Do not use kerosene or other organic solvents to thin water-based paints.

## PART 3 - EXECUTION

## 3.01 EXAMINATION

- A. Examine substrates and conditions, with Applicator present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the Work. Verify suitability of substrates, including surface conditions and compatibility with existing finishes and primers. Where acceptability of substrate conditions is in question, apply samples and perform in-situ testing to verify compatibility, adhesion, and film integrity of new paint application.
  - 1. Report in writing conditions that may affect application, appearance, or performance of paint.
- B. Substrate Conditions:
  - 1. Maximum Moisture Content of Substrates: When measured with an electronic moisture meter as follows:
    - a. Wood: 15 percent.
    - b. Gypsum Board: 12 percent.
  - 2. Gypsum Board Substrates: Verify that finishing compound is sanded smooth.
- C. Verify suitability of substrates, including surface conditions and compatibility with existing finishes and primers.
- D. Proceed with coating application only after unsatisfactory conditions have been corrected.



1. Application of coating indicates acceptance of surfaces and conditions.

### 3.02 PREPARATION

- A. Comply with manufacturer's written instructions and recommendations in "MPI Manual" applicable to substrates indicated.
- B. Remove hardware, covers, plates, and similar items already in place that are removable and are not to be painted. If removal is impractical or impossible because of size or weight of item, provide surface-applied protection before surface preparation and painting.
  1. After completing painting operations, use workers skilled in the trades involved to reinstall items that were removed. Remove surface-applied protection if any.
- C. Clean substrates of substances that could impair bond of paints, including dust, dirt, oil, grease, and incompatible paints and encapsulants.
  1. Remove incompatible primers and reprime substrate with compatible primers or apply tie coat as required to produce paint systems indicated.
- D. Wood Substrates:
  1. Scrape and clean knots and apply coat of knot sealer before applying primer.
  2. Sand surfaces that will be exposed to view and dust off.
  3. Prime edges, ends, faces, undersides and backsides of wood.
  4. After priming, fill holes and imperfections in the finish surfaces with putty or plastic wood filler. Sand smooth when dried.

### 3.03 APPLICATION

- A. Apply paints according to manufacturer's written instructions and to recommendations in "MPI Manual."
  1. Use applicators and techniques suited for paint and substrate indicated.
  2. Paint surfaces behind movable equipment and furniture same as similar exposed surfaces. Before final installation, paint surfaces behind permanently fixed equipment or furniture with prime coat only.
  3. Paint front and backsides of access panels, removable or hinged covers, and similar hinged items to match exposed surfaces.
  4. Do not paint over labels of independent testing agencies or equipment name, identification, performance rating, or nomenclature plates.
  5. Primers specified in painting schedules may be omitted on items that are factory primed or factory finished if acceptable to topcoat manufacturers.
- B. Tint each undercoat a lighter shade to facilitate identification of each coat if multiple coats of same material are to be applied. Tint undercoats to match color of topcoat, but provide sufficient difference in shade of undercoats to distinguish each separate coat.
- C. If undercoats or other conditions show through topcoat, apply additional coats until cured film has a uniform paint finish, color, and appearance.
- D. Apply paints to produce surface films without cloudiness, spotting, holidays, laps, brush marks, roller tracking, runs, sags, ropiness, or other surface imperfections. Cut in sharp lines and color breaks.

### 3.04 FIELD QUALITY CONTROL

- A. Dry Film Thickness Testing: Owner may engage the services of a qualified testing and inspecting agency to inspect and test paint for dry film thickness.
  1. Contractor shall touch up and restore painted surfaces damaged by testing.

2. If test results show that dry film thickness of applied paint does not comply with paint manufacturer's written recommendations, Contractor shall pay for testing and apply additional coats as needed to provide dry film thickness that complies with paint manufacturer's written recommendations.

### 3.05 PROTECTION

- A. Protect all exterior surfaces and areas, including landscaping, walks, drives, all adjacent building surfaces (including glass, aluminum surfaces, etc.) and equipment and any labels and signage from painting operations and damage by drop cloths, shields, masking, templates, or other suitable protective means and make good any damage caused by failure to provide such protection.
- B. Protect all interior surfaces and areas, including glass, aluminum surfaces, etc. and equipment and any labels and signage from painting operations and damage by drop cloths, shields, masking, templates, or other suitable protective means and make good any damage caused by failure to provide such protection.
- C. Erect barriers or screens and post signs to warn of or limit or direct traffic away or around work area as required.

### 3.06 CLEANING

- A. At end of each workday, remove rubbish, empty cans, rags, and other discarded materials from Project site. Keep work area free from an unnecessary accumulation of tools, equipment, surplus materials and debris.
- B. After completing paint application, clean spattered surfaces. Remove spattered paints by washing, scraping, or other methods. Do not scratch or damage adjacent finished surfaces.
- C. Remove combustible rubbish materials and empty paint cans each day and safely dispose of same in accordance with requirements of authorities having jurisdiction.
- D. At completion of construction activities of other trades, touch up and restore damaged or defaced painted surfaces.

### 3.07 INTERIOR PAINTING SCHEDULE

- A. WOOD - (Walls, Ceilings, Doors, Trim):
  1.
    - a. Sealer (First Coat): GF Sanding Sealer, manufactured by General Finishes, 2462 Corporate Circle, East Troy, WI 53120 (800-783-6050), or approved equal.
    - b. Top (Second, Third, and Fourth) Coats: GF High Performance Polyurethane. Top Coat, manufactured by General Finishes, 2462 Corporate Circle, East Troy, WI 53120 (800-783-6050), or approved equal.
- B. GYPSUM BOARD - (Walls, Ceilings, Gypsum Board and similar items) to match existing

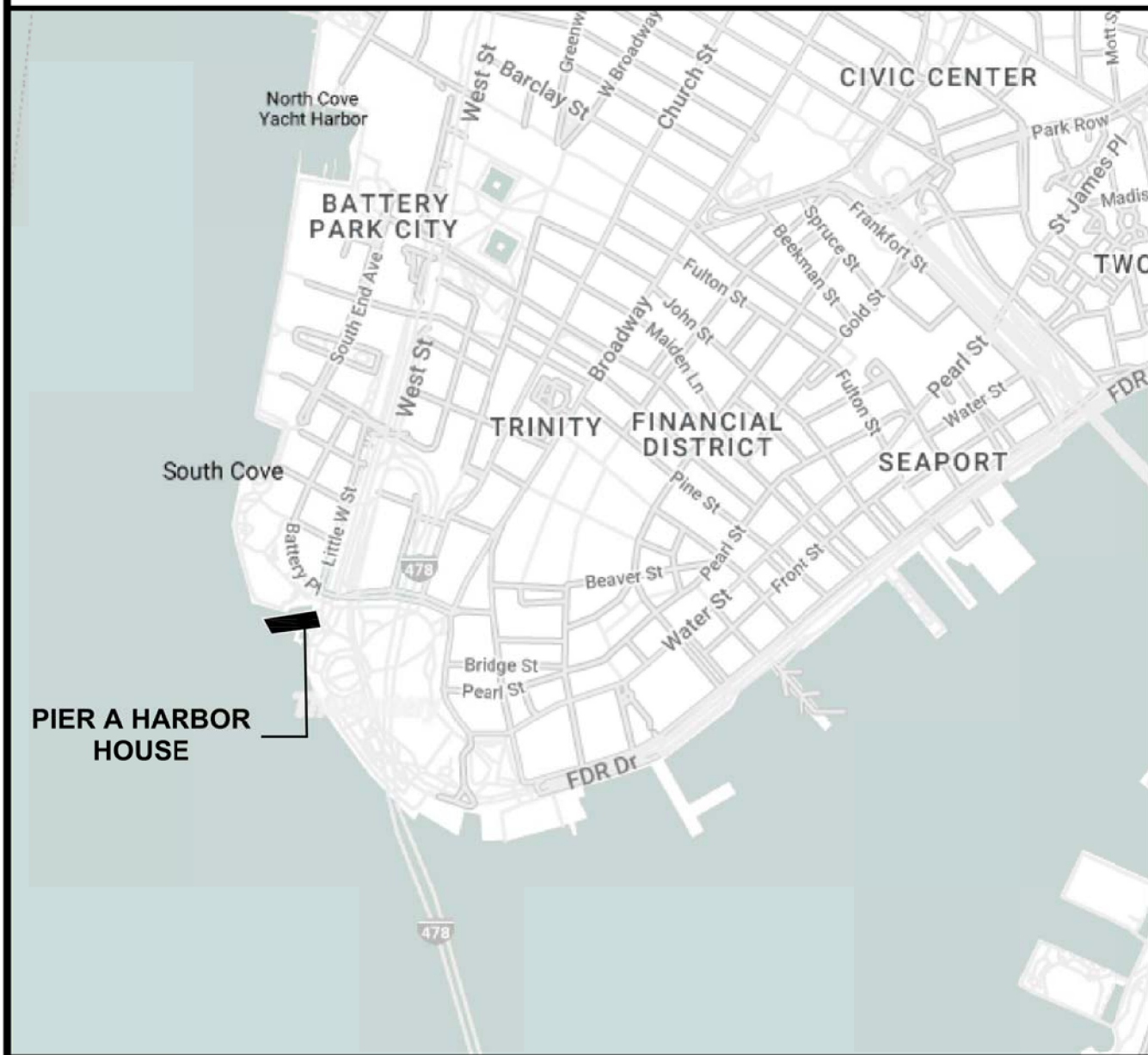
**END OF SECTION 09 91 23**





Battery Park  
City Authority

LOCATION MAP



# BATTERY PARK CITY AUTHORITY

## PIER A HARBOR HOUSE WINDOWS AND DOORS UPGRADES AND REPAIRS

22 BATTERY PLACE, NEW YORK, NY 10004  
SEPTEMBER 2023

SYMBOL LEGEND

OFFICE

101

Room Designation

11

—

Wall Type

1

0

Window Elevation Key

0

—

Column Grid

101

Door Number

1

—

0

Elevation Line

1

A101

SIM

Building Section Cut

SIM = Similar

1

A101

Wall Section Cut

1

—

Revision Tag

1

A101

Detail Key

1

A101

Batt Insulation

1

A101

Stud & Gypsum Board

1

A101

Plywood

1

A101

Wood Blocking

1

A101

Wood

ABBREVIATIONS (ALL ABBREVIATIONS NOT USED IN PROJECTS - ONLY REFERENCE AS NOTED ON DRAWINGS)

A.B.	ANCHOR BOLT	OPT.	CARPET	GALV.	GALVANIZED	N.T.S.	NOT TO SCALE	S.S.	SERVICE SINK
ABV.	ABOVE	C.R.	CARD READER	G.B.	GRAB BAR	O.C.	ON CENTER	ST. STL.	STAINLESS STEEL
A/C	AIR CONDITIONING	C.R.S.	CORROSION-RESISTANT STEEL	GEN.	GENERAL	O.D.	OUTSIDE DIAMETER	STA.	STATION
ACI	AMERICAN CONCRETE INSTITUTE	CRSI	CONCRETE REINFORCING STEEL INSTITUTE	GL	GLASS, GLAZED	OH.D.	OVERHEAD DOOR	STL	STEEL
ACST.	ACOUSTIC	C/S	COUNTERSUNK	GR.	GRADE	OPG.	OPENING	STOR.	STORAGE
A.C.P.	ACOUSTICAL CEILING PANEL	C.T.	CERAMIC TILE	GRT.	GROUT	OPP.	OPPOSITE	STR.	STRUCTURE
A.C.U.	AIR CONDITIONING UNIT	CTG.	COATING	G.W.B.	GYP.SUM WALL BOARD	O.W.	OBSERVATION WINDOW	STRUC.	STRUCTURAL
A.D.	ACCESS DOOR	CTR.	CENTER	GYP.	GYP.SUM	O.W.S.J.	OPEN WEB STEEL JOIST	SUB.	SUBCONTRACTOR
ADAPT.	ADAPTATION	CUL	COPPER	GYP.BD.	GYP.SUM BOARD	P.	PARALLEL	SUPER.	SUPERVISOR
ADH.	ADHESIVE	C.W.	COLD WATER	H.C.	HANDICAPPED	PAR.	PARALLEL	SUSP.	SUSPEND
ADJ.	ADJUSTABLE	DBL.	DOUBLE	HDBD.	HARDBOARD	P.C.	POURED CONCRETE	S.V.F.	SHEET VINYL FLOORING
ADMIN.	ADMINISTRATION	HDWD.	HARDWOOD	HDWE.	HARDWARE	PERP.	PERPENDICULAR	SW.	SIDEWALK
A.D.O.	AUTOMATIC DOOR OPERATOR	D.F.	DIAMETER	H.M.	HOLLOW METAL	PL.	PLATE OR PLASTIC	SYM.	SYMMETRICAL
A/E	ARCHITECT/ENGINEER	DIAG.	DIAGONAL	HOR.	HORIZONTAL	PLAS.	PLASTIC	T.	TOILET
A.F.F.	ABOVE FINISH FLOOR	H.R.	HANDRAIL	H.R.	HANDRAIL	P.LAM.	PLASTIC LAMINATED	TECH.	TECHNICIAN
ALT.	ALTERNATE	HT.	HEIGHT	HTG.	HEATING	PLBG.	PLUMBING	TEL.	TELEPHONE
ALUM.	ALUMINUM	DIM.	DIMENSION	HTG.	HOT WATER	PLYWD.	PLYWOOD	TEMP.	TEMPERATURE
ANCH.	ANCHOR	DISP.	DISPENSER	H.W.	HOT WATER	PNL.	PANEL	TEMPY.	TEMPORARY
ANSI	AMERICAN NATIONAL STANDARDS INSTITUTE	DRSG.	DRESSING	INSUL.	INSULATION/INSULATING	PNTD.	PAINTED	TERR.	TERRAZZO
A.P.	APPROXIMATE	D.W.	DRAINAGE	INT.	INTERIOR	PROJ.	PROJECTION	THK.	THICK
ASPH.	ASPHALT	DRWG.	DRAWING	JNT.	JOINT	PROJCT.	PROJECT STANDARD	T.O.M.	TOP OF MASONRY
ASPHLK.	ASPHALT PLANK	E.	ELECTRICAL	JST.	JOIST	PSF	POUNDS PER SQUARE FOOT	T.O.S.	TOP OF STEEL
ASSIST.	ASSISTANT	EA	EACH	K.P.	KICK PLATE	PSI	POUNDS PER SQUARE INCH	TOX.	TOXIC
ASTM	AMERICAN SOCIETY FOR TESTING & MATERIALS	E.J.	EXPANSION JOINT	LAM.	LAMINATE	PT.	PAINT	TR.	TREAD
A.T.	AMERICAN TILING SOCIETY	EL.	ELEVATION	LAV.	LAVATORY	PTD.	PAINTED	TRTD.	TREATED
AWS	AMERICAN WELDING SOCIETY	ELEC.	ELECTRIC/ELECTRICAL	LDR.	LEADER	PTN.	PARTITION	TRTMT.	TREATMENT
BAL.	BALANCE	ELEV.	ELEVATION	LKR.	LOCKER	P.V.C.	POLYVINYL CHLORIDE	TV.C.TV	SCREEN OR MONITOR
B.B.	BULLETIN BOARD	ENG	ENGINEER	L.L.H.	LONG LEG HORIZONTAL	P.W.	PASS WINDOW	TV.W.TV	CEILING MOUNTED
B.C.	BRICK COURSE	EP	ELECTRICAL PANEL	L.L.V.	LONG LEG VERTICAL	QA	QUALITY ASSURANCE		SCREEN OR MONITOR
BRD.	BOARD	EPY	EPOXY COATING	LOC.	LOCATION	Q.T.	QUARRY TILE		WALL MOUNTED
BLDG	BUILDING	EQU.	EQUIPMENT	L.P.	LOW POINT	R	RADIUS OR RISER		
BLK.	BLOCK	EQUIP.	EQUIPMENT	LMSTN.	LIMESTONE	(R)	RELOCATED ITEM		
BLKG.	BLOCKING	E.S.	EACH SIDE	LT.	LIGHT	RBR.	RUBBER BASE		
B.O.	BOTTOM OF	EXAM	EXAMINATION	M.	MECHANICAL	R&C	RECEPTION & CONTROL		
B.O.L.	BOTTOM OF LINTEL	EXIST	EXISTING	MANUF.	MANUFACTURER	R.P.	REFLECTED CEILING PLAN		
BOT.	BOTTOM	EXST	EXHAUST	MATL.	MATERIAL	R.D.	ROOF DRAIN LEADER		
B.R.	BUMPER RAIL	EXP.	EXPOSED	MAX.	MAXIMUM	R.D.L.	RELOCATION LEADER		
BRKT.	BRACKET	EXP.N.	EXPANSION	M.B.	MODIFIED BITUMEN	REC.	RECEPTION		
B.U.	BUILT-UP	EXT.	EXTERIOR	MECH.	MECHANICAL	REINF.	REINFORCED		
CAB.	CABINET	F.A.I.	FRESH AIR INTAKE	M.E.P.	MECHANICAL, ELECTRICAL, PLUMBING	REF.	REFRIGERATION		
C.B.	CATCH BASIN	F.C.	FURNISHED BY OTHERS	MET.	METAL	REHAB.	REHABILITATION		
C.C.	CONSTRUCTION CONTRACTOR	F.C.	FILING CABINET	MFD.	MANUFACTURED	REPRO.	REPRODUCTION		
CE.	CEILING	F.C.U.	FAN COIL UNIT	MGR.	MANAGER	REQ.	REQUIREMENT		
CEM.	CEMENT	C.C.	FLOOR DRAIN	MID.	MIDDLE	RESIL.	RESILIENT		
CER.	CERAMIC	FE	FIRE EXTINGUISHER	MIN.	MINIMUM	R.M.	ROUGH OPENING		
C.F.L.	CONDUCTIVE FLOORING	F.F.	FINISH FLOOR	MISC.	MISCELLANEOUS	R.O.	ROUGH OPENING		
CG	CORNER GUARD	F.H.C.	FIRE HOUSE CABINET	MLDG.	MOLDING	R.P.	RETRACTABLE PARTITION		
CIP	CAST-IN-PLACE	FHVS	FLAT HEAD MACHINE SCREW	MTD.	MOUNTED	RST.	RESISTANCE		
C.J.	CONTROL JOINT	FIN	FINISH	MO.	MASONRY OPENING	R.T.	RUBBER TILE		
CLG.	CEILING	FLAM	FLAMMABLE	MOIST.	MOISTURE	S.C.	SPECIAL COATING		
CL.GL.	CLEAR GLASS	FLR.	FLOOR	M.P.E.	MECHANICAL, PLUMBING, ELECTRICAL	SCHED.	SCHEDULE		
CLO.	CLOSER	FLSHG.	FLASHING	M.R.	MOISTURE RESISTANT	SECT.	SECTION		
CMU	CONCRETE MASONRY UNIT	CLO.	CLOSER	M.T.	METAL THRESHOLD	S.G.F.U.	STRUCTURAL GLAZED FACING UNITS		
C.O.	CLEAN OUT	F.R.	FIRE RETARDANT	MTL.	METAL	SH.	SHELVING, SHELF		
COL.	COLUMN	F.S.P.	FIRE STANDPIPE	M.T.P.	METAL TOILET PARTITION	SIM.	SIMILAR		
CONC.	CONCRETE	FTG.	FOOTING	MULT.	MULTIPLE	S.J.C.	SEISMIC JOINT CEILING		
CONST.	CONSTRUCTION	F.G.L.	FIXED GLASS	NBS	NATIONAL BUREAU OF STANDARDS	S.J.F.	SEISMIC JOINT FLOORING		
CONT.	CONTINUOUS	FURFG	FURRING	N.L.	NOT IN CONTRACT	S.J.W.	SEISMIC JOINT WALL		
CONTR.	CONTRACTOR	G.	GAS	NO.	NUMBER	SPEC.	SPECIFICATIONS		
CORR.	CORRIDOR	GA	GAUGE	NRCA	NATIONAL ROOFING CONTRACTORS ASSOCIATION	S&R	SHELF & ROD		

LIST OF DRAWINGS

1	T-001.00	TITLE SHEET, GENERAL NOTES, ABBREVIATIONS & LEGENDS
2	A-001.00	EXISTING ELEVATIONS, WINDOW REPLACEMENT, LEGEND
3	A-002.00	WINDOW SCHEDULE
4	A-003.00	DOOR AND HARDWARE SCHEDULE

SCOPE:

Remove and replace damaged windows and wood sills at locations identified on drawings. At all other locations, existing sills are to be encapsulated to prevent future deterioration.

All exterior doors and slider windows are to receive new hardware to ensure security and egress of the building as specified.

All interior and exterior work is to match existing conditions.

H

2

M

architects  
+  
engineers

230 W 38th Street, 14th Floor  
New York, NY 10018  
646.518.6300 • www.h2m.com

NY Architecture & Landscape Architecture: No Certificate Required  
NY Engineering Certificate of Authorization No. 0018438

REGISTERED ARCHITECT  
KEVIN MARK PHILIP  
STATE OF NEW YORK  
023976

DESIGNED BY: KEG  
PROJECT NO.: BPCA2201

DRAWN BY: JB/EJA  
DATE: SEPTEMBER 2023

CHECKED BY: KEG  
SCALE: AS SHOWN

REVIEWED BY: KMP

CLIENT

BATTERY PARK  
CITY AUTHORITY

Pier A Harbor House  
Windows And Doors Upgrades

22 Battery Place  
New York, NY, 10004

STATUS

BID SUBMISSION

DRAWING NO.

T-001.00

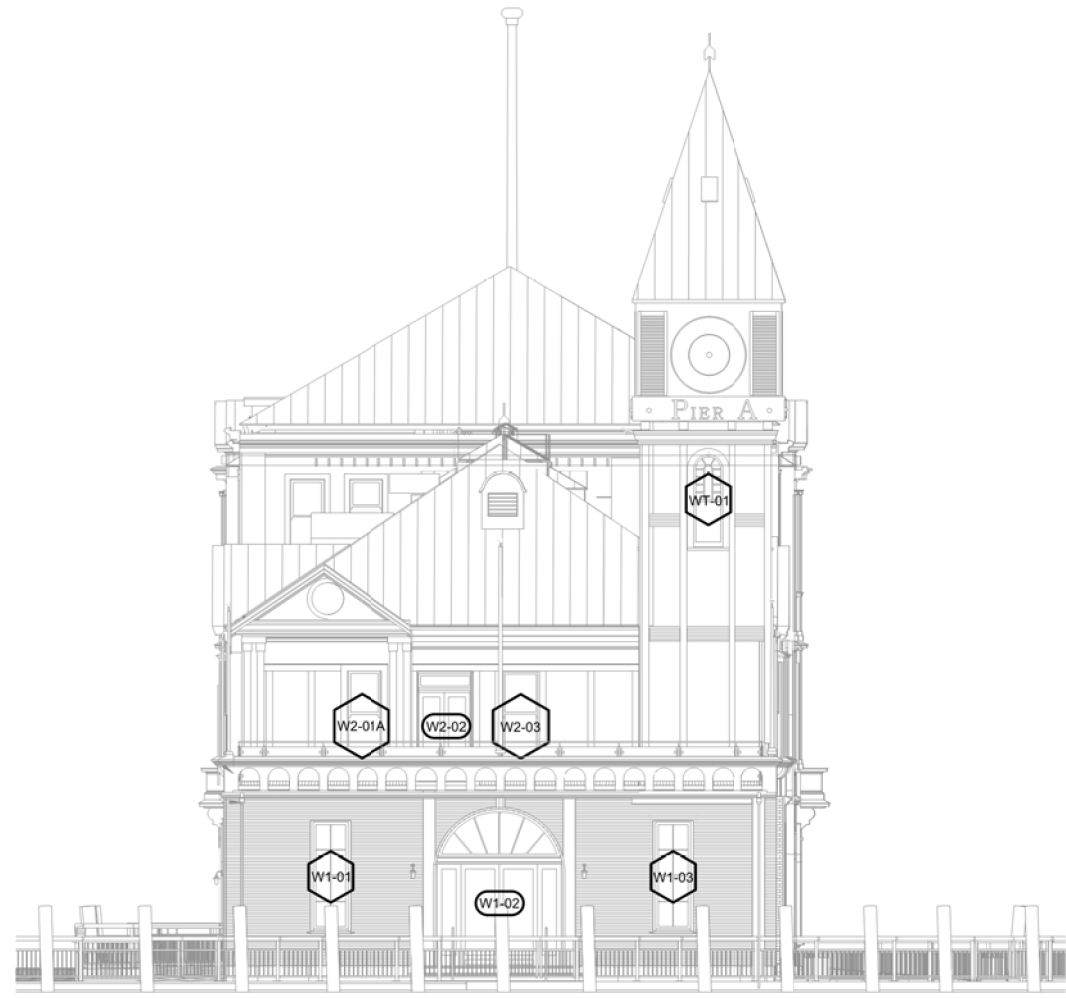
SHEET NO.  
01  
OF 04



**GENERAL NOTES**

THE FOLLOWING NOTES SHALL APPLY THROUGHOUT. EXCEPTIONS ARE SPECIFICALLY NOTED ON EACH DRAWING.

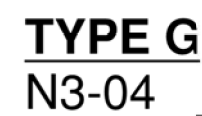
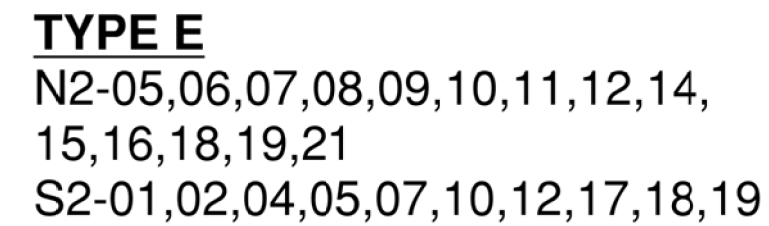
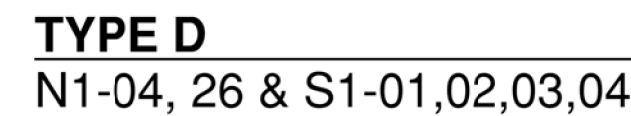
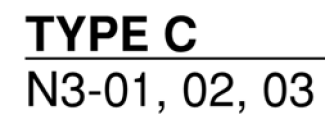
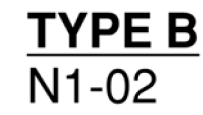
1. THE CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS AND CONDITIONS OF THE SITE AND/OR BUILDING.
2. COORDINATION OF ALL WORK UNDER THIS CONTRACT SHALL BE MAINTAINED TO ENSURE THE QUALITY AND TIMELY COMPLETION OF THE WORK/PROJECT.
3. THE CONTRACTOR SHALL PERFORM ALL CUTTING AND PATCHING REQUIRED TO COMPLETE THE WORK OR TO MAKE ITS PARTS FIT TOGETHER PROPERLY WITHOUT COMPROMISING THE QUALITY OF THE WORK.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ADEQUATELY BRACING AND PROTECTING ALL WORK DURING CONSTRUCTION AGAINST DAMAGE, BREAKAGE, COLLAPSE, DISTORTIONS, AND OFF ALIGNMENTS ACCORDING TO CODES AND STANDARDS OF GOOD PRACTICE.
5. THE CONTRACTOR SHALL PATCH AND REPAIR ALL FLOORS, WALLS CEILINGS, ETC., DAMAGED OR EXPOSED DUE TO WORK OR REMOVALS AND FINISH TO MATCH ADJOINING SURFACES.
6. WHERE MANUFACTURES' NAMES AND PRODUCT NUMBERS ARE INDICATED ON THE DRAWINGS, IT SHALL BE CONSTRUED TO MEAN THE ESTABLISHING OF QUALITY AND PERFORMANCE STANDARDS OF SUCH ITEMS. ALL OTHER PRODUCTS MUST BE SUBMITTED TO THE ARCHITECT FOR APPROVAL BEFORE THEY SHALL BE DEEMED EQUAL.
7. FIRE STOPPING SHALL BE INSTALLED AT ALL PENETRATIONS OF FIRE-RATED CONSTRUCTION AS PER SPECIFICATIONS. FIRESTOPPING MATERIALS ARE TO BE APPROPRIATE FOR, AND BE PART OF A LISTED AND LABELED ASSEMBLY IN ACCORDANCE WITH THE BUILDING CODE OR HAVE OTCR OR MEA APPROVAL.
8. SIZE OF WOOD MEMBERS ON PLANS, ELEVATIONS AND SECTIONS ARE SHOWN AS NOMINAL SIZE.
9. ADDITIONAL NOTES THAT ARE APPLICABLE TO THIS PROJECT MAY BE FOUND THROUGHOUT THE CONTRACT DRAWINGS AND SPECIFICATIONS.



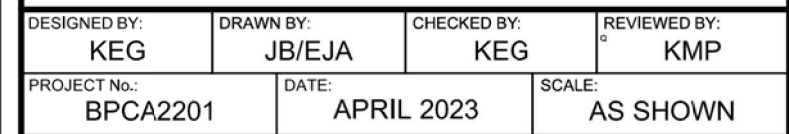


1. INTERIOR WINDOW SILL, STOOLS AND APRONS SHALL HAVE CLOSED END CAPS, FABRICATED OF THE SAME GAUGE MATERIAL AS THE STOOLS.
2. THE CONTRACTOR SHALL PROVIDE AND INSTALL CLOSED CELL INJECTION FOAM INSULATION TO FILL ALL VOIDS UB ALL HEADS, JAMBS, SILLS, MILLIONS AND STOOLS.
3. BLOCKBARS STOPS TO LIMIT TRAVEL OF LOWER SASH TO 5" AT ALL EXISTING WINDOWS BEING INSTALLED.
4. DURING CONSTRUCTION, TEMPORARY SEAL OPENINGS TO PREVENT DUST AND DIRT FROM FILTERING INTO AREAS ARE TO BE PROVIDED BY CONTRACTOR.
5. DESIGN OG WINDIW FASTENERS TO BE PERFORMED BY N.Y. STATE LICENSED ENGINEER (TYPICAL FOR ALL WINDOW ANCHORAGE.)
6. ALL WINDOW AIR CONDITIONER UNITS ARE TO BE REMOVED AND TURNED OVER TO LOCATIONS OF WINDOW DEMOLITION.
7. REFER TO DIVISIONS 6 FOR ROUGH AND FINISH CARPENTRY FOR BLOCKING AND SILLS.

1. INSTALL 4" WIDE PEEL & STICK MEMBRANE FLASHING AT ROLL WITH A NYLON ROLLER TO ENSURE COMPLETE BOND.
2. APPLY A CONTINUOUS HEAVY (MIN. 1/4") BEAD OF SEALANT AT THE INSTALL WINDOW ACCORDING TO MANUFACTURER'S INSTALLATION INSTRUCTIONS INTO THE ROUGH OPENING. PROVIDE SHIMS BEHIND BOTTOM WINDOW FLANGE TO ALLOW FOR DRAINAGE.
3. PROVIDE A HEAVY BEAD OF SEALANT ALL AROUND THE ENTIRE PERIMETER OF THE WINDOW TO PROVIDE A COMPLETE AIR BARRIER AND BACK DAM TO WINDOW.



South Elev	Type	Style	QTY	RO height	RO length
S1-01	D	Single Hung	1	106"	38"
S1-02	D	Single Hung	1	106"	38"
S1-03	D	Single Hung	1	106"	38"
S1-04	D	Single Hung	1	106"	38"
S2-01	E	Single Hung	2	96"	36"
S2-02	E	Single Hung	3	96"	36"
S2-04	E	Single Hung	3	96"	36"
S2-05	E	Single Hung	2	96"	36"
S2-07	E	Single Hung	2	96"	36"
S2-10	E	Single Hung	1	96"	36"
S2-12	E	Single Hung	3	96"	36"
S2-17	E	Single Hung	2	96"	36"
S2-18	E	Single Hung	3	96"	36"
S2-19	E	Single Hung	1	96"	36"
East Elev	Type	Style	QTY	RO height	RO length
E3-02	H	Single Hung	3	90"	46"



**NEW YORK**  
STATE OF  
OPPORTUNITY™

# Battery Park City Authority

**22 Battery Place  
New York, NY, 10004**

STATUS	<b>BID SUBMISSION</b>
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DRAWING No. <div style="font-size: 2em; font-weight: bold; margin-top: 5px;">A-002.00</div>	SHEET No. <div style="display: flex; justify-content: space-between; align-items: center;"> <div style="font-size: 1.5em; font-weight: bold;">03</div> <div style="text-align: center;">             OF <span style="font-size: 1.5em; font-weight: bold;">04</span> </div> </div>
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**EXHIBIT C**  
**CONTRACTOR REQUIREMENTS AND PROCEDURES FOR PARTICIPATION BY NEW YORK**  
**STATE-CERTIFIED MBEs/WBEs/SDVOBs AND EQUAL EMPLOYMENT OPPORTUNITIES FOR**  
**MINORITY GROUP MEMBERS AND WOMEN**

**NEW YORK STATE LAW**

Pursuant to NYS Executive Law Article 15-A and Parts 140-145 of Title 5 of the New York Codes, Rules and Regulations BPCA is required to promote opportunities for the maximum feasible participation of New York State-certified MBEs/WBEs (collectively, “MWBE(s)”) and the employment of minority group members and women in the performance of BPCA contracts. Pursuant to NYS Executive Law Article 17-B and 9 NYCRR §252, BPCA recognizes its obligation under the law to promote opportunities for maximum feasible participation of certified Service-Disabled Veteran-Owned Businesses (“SDVOB(s)”).

**Business Participation Opportunities for MWBEs**

For purposes of this solicitation, BPCA hereby establishes the following MWBE participation goals, based on the current availability of MWBEs:

**Overall goal for total MWBE participation:** **30%**

**NYS-Certified Minority-Owned Business (“MBE”) Participation:** **15%**

**NYS-Certified Women-Owned Business (“WBE”) Participation:** **15%**

A contractor (“Contractor”) on any contract resulting from this procurement (“Contract”) must document its good faith efforts to provide meaningful participation by MWBEs as subcontractors and suppliers in the performance of the Contract. To that end, by submitting a response to this RFP, the Proposer agrees that BPCA may withhold payment pursuant to any Contract awarded as a result of this RFP pending receipt of the required MWBE documentation. The directory of MWBEs can be viewed at: <https://ny.newnycontracts.com>. For guidance on how BPCA will evaluate a Contractor’s “good faith efforts,” refer to 5 NYCRR § 142.8.

The Proposer understands that only sums paid to MWBEs for the performance of a commercially useful function, as that term is defined in 5 NYCRR § 140.1, may be applied towards the achievement of the applicable MWBE participation goal. The portion of a contract with an MWBE serving as a supplier that shall be deemed to represent the commercially useful function providing supplies shall be sixty percent (60%) of the total value of the Contract. The portion of a contract with an MWBE serving as a broker that shall be deemed to represent the commercially useful function performed by the MWBE shall be the monetary value for fees, or the markup percentage, charged by the MWBE.

In accordance with 5 NYCRR § 142.13, the Proposer further acknowledges that if it is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in a Contract resulting from this RFP, such finding constitutes a breach of contract and BPCA may withhold payment or collect liquidated damages.

Such liquidated damages shall be calculated as an amount equaling the difference between: (1) all sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and (2) all sums actually paid to MWBEs for work performed or materials supplied under the Contract.

By submitting a bid or proposal, a Proposer agrees to demonstrate its good faith efforts to achieve the applicable MWBE participation goals by submitting evidence thereof through the NYS Contract System (“NYSCS”), which can be viewed at <https://ny.newnycontracts.com>, provided, however, that a Proposer may arrange to provide such evidence via a non-electronic method by contacting Justin McLaughlin-Williams at [justin.mclaughlin-williams@bpca.ny.gov](mailto:justin.mclaughlin-williams@bpca.ny.gov) or 212-417-2337. Please note that the NYSCS is a one-stop solution for all of your



MBE/WBE and Article 15-A contract requirements. For additional information on the use of the NYSCS to meet the Proposer's MBE/WBE requirements, please see the attached MBE/WBE guidance from the NYS Division of Minority and Women's Business Development, "Your MWBE Utilization and Reporting Responsibilities Under Article 15-A."

Additionally, a Proposer will be required to submit the following documents and information as evidence of compliance with the foregoing:

- A. An MWBE Utilization Plan with their bid or proposal. Any modifications or changes to an accepted MWBE Utilization Plan after the Contract award and during the term of the Contract must be reported on a revised MWBE Utilization Plan and submitted to BPCA for review and approval.
- B. BPCA will review the submitted MWBE Utilization Plan and advise the Proposer of BPCA acceptance or issue a notice of deficiency within thirty (30) days of receipt.
- C. If a notice of deficiency is issued, the Proposer will be required to respond to the notice of deficiency within seven (7) business days of receipt by submitting to BPCA's Justin McLaughlin-Williams, by email at [justin.mclaughlin-williams@bpca.ny.gov](mailto:justin.mclaughlin-williams@bpca.ny.gov), a written remedy in response to the notice of deficiency. If the written remedy that is submitted is not timely or is found by BPCA to be inadequate, BPCA shall notify the Proposer and direct the Proposer to submit, within five (5) business days, a request for a partial or total waiver of MWBE participation goals. Failure to file the waiver form in a timely manner may be grounds for disqualification of the bid or proposal.
- D. BPCA may disqualify a Proposer as being non-responsive under the following circumstances:
  - 1) If a Proposer fails to submit an MWBE Utilization Plan;
  - 2) If a Proposer fails to submit a written remedy to a notice of deficiency;
  - 3) If a Proposer fails to submit a request for waiver; or
  - 4) If BPCA determines that the Proposer has failed to document good faith efforts.

The successful Proposer will be required to attempt to utilize, in good faith, any MBE or WBE identified within its MWBE Utilization Plan, during the performance of the Contract. Requests for a partial or total waiver of established goal requirements made subsequent to Contract Award may be made at any time during the term of the Contract to BPCA, but must be made no later than prior to the submission of a request for final payment on the Contract.

The successful Proposer will be required to submit a \M/WBE Contractor Compliance & Payment Report to BPCA via the NYS Contracting System <https://ny.newnycontracts.com>. by the tenth (10<sup>th</sup>) day of each month over the term of the Contract documenting the progress made toward achievement of the MWBE goals of the Contract.

### **Business Participation Opportunities for SDVOBs**

**For purposes of this solicitation, BPCA hereby establishes an overall goal of 6% for SDVOB participation.** A Proposer must document good faith efforts to provide meaningful participation by SDVOBs as subcontractors or suppliers in the performance of the Contract and Proposer agrees that BPCA may withhold payment pending receipt of the required SDVOB documentation. The directory of New York State Certified SDVOBs can be viewed at: <https://sdves.ogs.ny.gov/> For guidance on how BPCA will determine a Contractor's "good faith efforts," refer to 9 NYCRR §252.2(f)(2).

In accordance with 9 NYCRR §252.2(s), the Proposer acknowledges that if it is found to have willfully and intentionally failed to comply with the SDVOB participation goals set forth in the Contract, such finding constitutes a breach of Contract and Contractor shall be liable for damages to be calculated based on the actual cost incurred by BPCA related to BPCA's expenses for personnel, supplies and overhead related to establishing, monitoring and reviewing certified SDVOB programmatic goals.



- A. Additionally, a Proposer agrees to submit a Utilization Plan with their bid or Proposal as evidence of compliance with the foregoing. Any modifications or changes to the Utilization Plan after the Contract award and during the term of the Contract must be reported on a revised Utilization Plan and submitted to BPCA.
- B. BPCA will review the submitted Utilization Plan and advise the Proposer of BPCA's acceptance or issue a notice of deficiency within thirty (30) days of receipt.
- C. If a notice of deficiency is issued, Proposer agrees that it shall respond to the notice of deficiency within seven (7) business days of receipt by submitting to BPCA's Justin McLaughlin-Williams, by email at [justin.mclaughlin-williams@bpca.ny.gov](mailto:justin.mclaughlin-williams@bpca.ny.gov), a written remedy in response to the notice of deficiency. If the written remedy that is submitted is not timely or is found by BPCA to be inadequate, BPCA shall notify the Proposer and direct the Proposer to submit, within five (5) business days, a request for a partial or total waiver of SDVOB participation goals. Failure to file the waiver form in a timely manner may be grounds for disqualification of the bid or Proposal.
- D. BPCA may disqualify a Proposer as being non-responsive under the following circumstances:
  - 1) If a Proposer fails to submit a Utilization Plan;
  - 2) If a Proposer fails to submit a written remedy to a notice of deficiency;
  - 3) If a Proposer fails to submit a request for waiver; or
  - 4) If BPCA determines that the Proposer has failed to document good faith efforts.

The successful Proposer shall attempt to utilize, in good faith, any SDVOB identified within its Utilization Plan, during the performance of the Contract. Requests for a partial or total waiver of established goal requirements made subsequent to the Contract award may be made at any time during the term of the Contract to BPCA, but must be made no later than prior to the submission of a request for final payment on the Contract.

The successful Proposer is required to submit a Contractor's SDVOB Contractor Compliance & Payment Report to BPCA on a monthly basis over the term of the Contract documenting the progress made toward achievement of the SDVOB goals of the Contract.

#### **Equal Employment Opportunity (EEO) Requirements**

By submission of a bid or proposal in response to this solicitation, the Proposer agrees with all of the terms and conditions of the attached MWBE Equal Employment Opportunity Policy Statement. The Proposer is required to ensure that it and any subcontractors awarded a subcontract for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work"), except where the Work is for the beneficial use of the Proposer, undertake or continue programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, equal opportunity shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, termination, and rates of pay or other forms of compensation. This requirement does not apply to: (i) work, goods, or services unrelated to the Contract; or (ii) employment outside New York State.

The Proposer will be required to submit a Minority and Women-owned Business Enterprise and Equal Employment Opportunity Policy Statement, Form #4, to BPCA with its bid or proposal.

If awarded a Contract, Proposer shall submit a Workforce Utilization Report and shall require each of its Subcontractors to submit a Workforce Utilization Report, in such format as shall be required by BPCA on a monthly basis during the term of the Contract using the NYS Contract System or by other electronic means accepted by BPCA. Pursuant to Executive Order #162, contractors and subcontractors may also be required to report the gross wages paid

to each of their employees for the work performed by such employees on the contract utilizing the Workforce Utilization Report on a quarterly basis.

Further, pursuant to Article 15 of the Executive Law (the “Human Rights Law”), all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor and sub-contractors will not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

**Please Note: Failure to comply with the foregoing requirements may result in a finding of non-responsiveness, non-responsibility and/or a breach of the Contract, leading to the withholding of funds, suspension or termination of the Contract or such other actions or enforcement proceedings as allowed by the Contract.**



## **Your MBE/WBE Utilization and Reporting Responsibilities Under Article 15-A**

The New York State Contract System (“NYSCS”) is your one stop tool compliance with New York State’s MBE/WBE Program. It is also the platform New York State uses to monitor state contracts and MBE/WBE participation.

### **GETTING STARTED**

To access the system, please login or create a user name and password at <https://ny.newnycontracts.com>. If you are uncertain whether you already have an account set up or still need to register, please send an email to the customer service contact listed on the Contact Us & Support page, or reach out to Justin McLaughlin-Williams at [justin.mclaughlin-williams@bpca.ny.gov](mailto:justin.mclaughlin-williams@bpca.ny.gov) or 212-417-2337. For verification, in the email, include your business name and contact information.

### **VENDOR RESPONSIBILITIES**

As a vendor conducting business with New York State, you have a responsibility to utilize minority- and/or women-owned businesses in the execution of your contracts, per the MBE/WBE percentage goals stated in your solicitation, incentive proposal or contract documents. NYSCS is the tool that New York State uses to monitor MBE/WBE participation in state contracting. Through the NYSCS you will submit utilization plans, request subcontractors, record payments to subcontractors, and communicate with your project manager throughout the life of your awarded contracts.

There are several reference materials available to assist you in this process, but to access them, you need to first be registered within the NYSCS. Once you log onto the website, click on the **Help & Support** >> link on the lower left hand corner of the Menu Bar to find recorded trainings and manuals on all features of the NYSCS. You may also click on the **Help & Tools** icon at the top right of your screen to find videos tailored to primes and subcontractors. There are also opportunities available to join live trainings, read up on the “Knowledge Base” through the Forum link, and submit feedback to help improve future enhancements to the system. Technical assistance is always available through the **Contact Us & Support** link on the NYSCS website (<https://ny.newnycontracts.com>).

For more information, contact Justin McLaughlin-Williams at [justin.mclaughlin-williams@bpca.ny.gov](mailto:justin.mclaughlin-williams@bpca.ny.gov) or by phone, at 212-417-2337.

**MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES**  
**EQUAL EMPLOYMENT OPPORTUNITY (EEO) POLICY STATEMENT**

I, \_\_\_\_\_ (the "Contractor"), agree to adopt the following policies with respect to the project being developed at, or services rendered to, the Battery Park City Authority ("BPCA").

**MBE/WBE**

This organization will and will cause its contractors and subcontractors to take good faith actions to achieve the MBE/WBE contract participations goals set by the State for that area in which the State-funded project is located, by taking the following steps:

- (1) Actively and affirmatively soliciting bids for contracts and subcontracts from qualified State certified MBEs or WBEs, including solicitations to MBE/WBE contractor associations.
- (2) Requesting a list of State-certified MBEs/WBEs from BPCA and soliciting bids from these MBEs/WBEs directly.
- (3) Ensuring that plans, specifications, request for proposals and other documents used to secure bids will be made available in sufficient time for review by prospective MBEs/WBEs.
- (4) Where feasible, dividing the work into smaller portions to enhance participations by MBEs/WBEs and encourage the formation of joint venture and other partnerships among MBE/WBE contractors to enhance their participation.
- (5) Documenting and maintaining records of bid solicitation, including those to MBEs/WBEs and the results thereof. The Contractor will also maintain records of actions that its subcontractors have taken toward meeting MBE/WBE contract participation goals.
- (6) Ensuring that progress payments to MBEs/WBEs are made on a timely basis so that undue financial hardship is avoided, and that bonding and other credit requirements are waived or appropriate alternatives are developed to encourage MBE/WBE participation.

**EEO**

(a) This organization will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing diversity programs to ensure that minority group members are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts.

- (b) This organization shall state in all solicitation or advertisements for employees that in the performance of the State contract all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex disability or marital status.
- (c) At the request of BPCA, this organization shall request that each employment agency, labor union, or authorized representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of this organization's obligations herein.
- (d) The Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. The Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.
- (e) This organization will include the provisions of sections (a) through (d) of this agreement in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the State contract.

Agreed to this \_\_\_\_\_ day of \_\_\_\_\_ (*month*), 20\_\_\_\_ (*year*)

By \_\_\_\_\_

Print: \_\_\_\_\_ Title: \_\_\_\_\_

\_\_\_\_\_ is designated as the Contractor's Minority Business Enterprise Liaison responsible for administering the Minority and Women-Owned Business Enterprises - Equal Employment Opportunity (MBE/WBE - EEO) program.

**MBE/WBE Contract Goals**

**30%** Minority and Women's Business Enterprise Participation

\_\_\_\_% Minority Business Enterprise Participation

\_\_\_\_% Women's Business Enterprise Participation

**SDVOB Contract Goals**

**6%** Service Disabled Veteran Owned Business Participation

**EEO Contract Goals** (if applicable) – "N/A" does not waive Workforce Reporting Requirements

N/A Minority Labor Force Participation

N/A Female Labor Force Participation

\_\_\_\_\_  
(Authorized Representative)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Diversity Practices Questionnaire**

I, \_\_\_\_\_, as \_\_\_\_\_ (title) of \_\_\_\_\_ company (the “Company”), swear and/or affirm under penalty of perjury that the answers submitted to the following questions are complete and accurate to the best of my knowledge:

1. Does your Company have a Chief Diversity Officer or other individual who is tasked with supplier diversity initiatives? Yes or No

If Yes, provide the name, title, description of duties, and evidence of initiatives performed by this individual or individuals.

2. What percentage of your Company’s gross revenues (from your prior fiscal year) was paid to New York State certified MBEs/WBEs as subcontractors, suppliers, joint-ventures, partners or other similar arrangement for the provision of goods or services to your Company’s clients or customers?

3. What percentage of your Company’s overhead (i.e. those expenditures that are not directly related to the provision of goods or services to your Company’s clients or customers) or non-contract-related expenses (from your prior fiscal year) was paid to New York State certified MBEs/WBEs as suppliers/contractors?<sup>1</sup>

4. Does your Company provide technical training<sup>2</sup> to MBEs/WBEs? Yes or No

If Yes, provide a description of such training which should include, but not be limited to, the date the program was initiated, the names and the number of MBEs/WBEs participating in such training, the number of years such training has been offered and the number of hours per year for which such training occurs.

5. Is your Company participating in a government approved M/WBE mentor-protégé program?

If Yes, identify the governmental mentoring program in which your Company participates and provide evidence demonstrating the extent of your Company’s commitment to the governmental mentoring program.

6. Does your Company include specific quantitative goals for the utilization of MBEs/WBEs in its non-government procurements? Yes or No

If Yes, provide a description of such non-government procurements (including time period, goal, scope and dollar amount) and indicate the percentage of the goals that were attained.

7. Does your Company have a formal M/WBE supplier diversity program? Yes or No

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

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

If Yes, complete the attached Utilization Plan

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<sup>1</sup> Do not include onsite project overhead.

<sup>2</sup> Technical training is the process of teaching employees how to more accurately and thoroughly perform the technical components of their jobs. Training can include technology applications, products, sales and service tactics, and more. Technical skills are job-specific as opposed to soft skills, which are transferable.

Battery Park City Authority Request For Proposals

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

Signature of  
Owner/Official  
Printed Name of  
Signatory  
Title

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---

Name of Business

---

Address

---

City, State, Zip

---

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STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_ ) ss:

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned, a Notary Public in and for the State of \_\_\_\_\_, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to this certification and said person executed this instrument.

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

**EXHIBIT D**  
**BPCA STANDARD FORM OF CONTRACT**

*(ATTACHED)*



CONSTRUCTION AGREEMENT

between

HUGH L. CAREY BATTERY PARK CITY AUTHORITY

and

**[NAME OF COMPANY, INC. CORP, CO.]**

Dated as of **[DATE]**

Contract No. **[ENTER CONTRACT NUMBER]**

**(PROJECT NAME)**

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## **EXHIBITS**

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EXHIBIT B - DRAWINGS

EXHIBIT C - SPECIFICATIONS

EXHIBIT D - MONTHLY UTILIZATION COMPLIANCE REPORTS

EXHIBIT E - INCIDENT REPORT FORM

## CONSTRUCTION AGREEMENT

AGREEMENT made as of \_\_\_\_\_ by and between BATTERY PARK CITY AUTHORITY, d/b/a HUGH L. CAREY BATTERY PARK CITY AUTHORITY, (“**BPCA**”), a body corporate and politic, constituting a public benefit corporation and having a place of business at 200 Liberty Street, 24th Floor, New York, New York 10281, and [NAME OF COMPANY], formed under the laws of the State of [STATE], having an office at [Street Address, City, Zip Code] (“**Contractor**”).

### W I T N E S S E T H:

WHEREAS, BPCA has fee title to certain real property located in the City, County and State of New York, generally consisting of approximately 92 acres of land located on the west side of lower Manhattan, bounded by Pier A to the South, the westerly extension of Reade Street to the North, the United States Bulkhead Line to the East and the United States Pierhead Line to the West (collectively, “**Battery Park City**”); and

WHEREAS, BPCA has caused the staged development of Battery Park City, in individual parcels, creating a richly diversified mixed use community providing residential and commercial space, with related amenities such as parks, plazas, recreational areas and a waterfront esplanade; and

WHEREAS, BPCA intends to hire a contractor to perform [type of services], consisting of the Work, as hereinafter defined, for the [structure] upon which work will be performed (the “**Project**”), located in and adjacent to [location], in Battery Park City, in the Borough of Manhattan, County, City and State of New York (the “**Site**”); and

WHEREAS, Contractor has been selected to perform the Work, upon the terms and conditions hereinafter provided; and

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, Contractor and BPCA hereby agree as follows:

### ARTICLE 1 - DEFINITIONS

The following terms, wherever used in the Contract Documents, as defined herein, shall have the meanings set forth below or in the Section enumerated below next to each term:

- (a) Agreement - as defined in Section 2.2(a).
- (b) Agreement Termination Date - as defined in Section 3.1(a).
- (c) Architect - [include Name, Address, etc., as applicable].
- (d) Artist - [include Name, Address, etc., as applicable].
- (e) BPCA - as defined in the introductory clause of this Agreement. BPCA hereby designates [BPCA Person and Title], as the representative of BPCA for the purpose of acting on behalf

of BPCA whenever action is required to be taken hereunder by BPCA. Such designation may be revoked in writing at any time after notice given by BPCA to Contractor. In addition, such representative of BPCA shall have full power and authority to delegate in writing any or all of her responsibilities hereunder to any one or more persons after notice to Contractor.

- (f) Certificate of Substantial Completion - as defined in Section 8.6.
- (g) Change Order - as defined in Section 9.1(b).
- (h) Construction Manager - [include Name, Address, etc., as applicable].
- (i) Contract Documents - as defined in Section 2.2.
- (j) Contract Price - as defined in Article 4.
- (k) Contract Time - the duration of time during which Construction Manager schedules and coordinates the Work of Contractor pursuant to Section 7.2 hereof.
- (l) Contractor - as defined in the first Recital of this Agreement.
- (m) Drawings - Project drawings comprising part of Exhibit [x].
- (n) Engineer [include Name, Address, etc., as applicable].
- (o) Extra Work - any work in addition to the Work to be performed by Contractor pursuant to the Contract Documents.
- (p) Field Order - as defined in Section 9.3.
- (q) Final Acceptance - as defined in Section 8.7.
- (r) Final Requisition - as defined in Section 5.2.
- (s) Guarantor - as defined in Section 27.3.
- (t) Joint Venture - an entity created pursuant to a written agreement among two or more contractors pursuant to which each shares in the direction and performance of the Work and shares in a stated percentage of profits or losses.
- (u) Key Person/Personnel - as defined in Section 27.25.
- (v) Materialman - supplier of Materials.
- (w) Materials - all products, materials, fixtures, tools, equipment, apparatus, and furnishings intended to form a part of the Work.
- (x) Minority Business Enterprise or Minority Owned Business Enterprise or MBE - as defined in Article 26.



- (y) Minority or Minority Group Member - as defined in Article 26.
- (z) Notice to Proceed - a written directive from BPCA to Contractor signed by a duly authorized BPCA representative directing Contractor to begin performance of the Work set forth in this Agreement on a particular date.
- (aa) Payment Bond - as defined in Section 13.3.
- (bb) Performance Bond - as defined in Section 13.3.
- (cc) Preceding Covered Date - as defined in Section 5.5.
- (dd) Product Data - illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by Contractor to illustrate a Material, product or system for some portion of the Work.
- (ee) Progress Schedule for the Work - as defined in Section 3.1(a).
- (ff) Project - as defined in the third Recital of this Agreement.
- (gg) Purchase Order - as defined in Section 10.1(e).
- (hh) Requisitions - as defined in Section 5.2.
- (ii) Samples - physical examples which illustrate Materials or workmanship and establish standards by which the Work will be judged.
- (jj) Site - as defined in the third Recital of this Agreement.
- (kk) Specifications - the specifications comprising part of Exhibit [x].
- (ll) Subcontract - an agreement between the Contractor and a Subcontractor (as defined in subsection (mm) below) for work on the Site.
- (mm) Subcontractor - a person, firm, partnership or corporation under contract with Contractor.
- (nn) Term - as defined in Section 3.1(a).
- (oo) Trade Payment Breakdown - as defined in Section 5.3.
- (pp) Women's Business Enterprise or Women Owned Business Enterprise or WBE - as defined in Article 26.
- (qq) Work - as defined in Section 2.1.
- (rr) Work Completion Date - as defined in Section 3.1(a).

## **ARTICLE 2 - SCOPE OF WORK, MATERIALS AND LABOR**

### *2.1 Definition of Work*

Contractor shall perform and complete (and shall cause all Subcontractors to perform and complete) for BPCA the work more particularly described in Exhibit A (the “**Work**”) annexed hereto and made a part hereof, required by and in conformity with the Contract Documents in connection with the construction of the Project on the Site. All materials to be furnished and labor and work to be performed and completed by Contractor and/or Subcontractors as required in the Contract Documents and in conformity with all requirements applicable with respect thereto are herein collectively referred to as the “**Work.**”

### *2.2 Contract Documents*

The “**Contract Documents**” shall consist of the following:

(a) This instrument (the “**Agreement**”), which includes, in addition to the text comprising Articles 1 through 27, the following:

- (1) EXHIBIT A - SCOPE OF WORK (as applicable)
- (2) EXHIBIT B – DRAWINGS (as applicable)
- (3) EXHIBIT C – SPECIFICATIONS (as applicable)
- (4) EXHIBIT D - MONTHLY UTILIZATION COMPLIANCE REPORTS (as applicable)
- (5) EXHIBIT E - PROMPT PAYMENT POLICY (as applicable)
- (6) EXHIBIT F - INCIDENT REPORT FORM (as applicable)

(b) The Payment and Performance Bonds (as defined in Section 13.3).

(c) Change Orders adopted pursuant to Article 9.

The Contract Documents form the contract between BPCA and Contractor. References in the Contract Documents to “the Contract”, “this Contract” or “the Construction Contract” shall be deemed to include all of the Contract Documents. References to “this Agreement” or “the Agreement” shall refer to this instrument (including the Exhibits attached hereto), which is one of the Contract Documents.

### *2.3 Intent of Contract Documents*

(a) The intent of the Contract Documents is to include in the Work all labor and materials, insurance, tools, equipment, permits, licenses, taxes, approvals, transportation, surveys, testing, field engineering and other professional services (other than the services of BPCA’s Architect, Construction Manager, Engineers, and attorneys, and the inspection, survey and testing services of BPCA) and any other items required to execute and complete the Work satisfactorily and in accordance with the Contract Documents. Contractor shall perform and complete the Work in accordance with the true intent and meaning of the Contract Documents and shall perform all Work incident thereto or as is usually performed in connection therewith or as is reasonably inferable therefrom, it being the intention that all work usually performed by the trade covered by

this Agreement and necessary to produce the intended result be performed by Contractor whether or not specifically covered by the Contract Documents.

(b) The Contract Documents are complementary and what is called for by one shall be as binding as if called for by all.

(c) If any conflicts or ambiguities are found in or between the Drawings and Specifications, or among any of the Contract Documents, they shall be brought to the attention of Construction Manager immediately for resolution. Architect and Construction Manager will interpret the Contract Documents so as to secure in all cases the most substantial and complete performance of the Work as is most consistent with the needs and requirements of the Work. In the event that Architect and Construction Manager disagree as to the interpretation of the Contract Documents, such dispute shall be presented to BPCA, which shall have sole authority to resolve the dispute.

(d) Addenda to parts of the Contract Documents are for the purpose of varying, modifying, rescinding or adding to the affected portion of the Contract Documents. All addenda should be read together with the portions of the Contract Documents to which they pertain. Where an addendum modifies a portion of a paragraph or a Section, the remainder of the paragraph or Section shall remain in force unless otherwise stated in the addendum.

(e) Captions, headings, cover pages, tables of contents and footnote instructions contained in the Contract Documents are inserted only to facilitate reference and for convenience and in no way define, limit or describe the scope, intent or meaning of any provision of the Agreement.

(f) Words and abbreviations which have well-known technical or trade meanings are used in the Contract Documents in accordance with such recognized meanings.

(g) Drawings and Specifications are complementary. Anything shown in the Drawings and not mentioned in the Specifications, or mentioned in the Specifications and not shown in the Drawings, shall have the same effect as if shown or mentioned in both.

(h) A typical or representative detail indicated on the Drawings shall constitute the standard for workmanship and Materials throughout corresponding parts of the Work. Where necessary, and where reasonably inferable from the Drawings or Specifications, Contractor shall adapt such representative detail for application to such corresponding parts of the Work. The details of such adaptation shall be subject to prior approval by Architect. Repetitive features shown in outline on the Drawings shall be in exact accordance with corresponding features completely shown.

(i) The layout of mechanical and electrical systems, equipment, fixtures, piping, ductwork, conduit, specialty items, and accessories indicated on the Drawings is diagrammatic, and all variations in alignment, elevation, and detail required to avoid interferences and satisfy Architectural and structural limitations are not necessarily shown. Actual layout of the Work shall be carried out without affecting the architectural and structural integrity and limitations of the Work and shall be performed in such sequence and manner as to avoid conflicts, provide clear access to all control points, including valves, strainers, control devices, and specialty items of

every nature related to such systems and equipment, obtain maximum headroom, and provide adequate clearances as required for operation and maintenance.

#### *2.4 Completion of Drawings and Specifications*

Contractor acknowledges that there are items of work which are not drawn or specified with complete detail in the Drawings and Specifications but which are required for the completion of the Work. Any such item, when identified as part of the reasonable development of the Work, shall be drawn or specified by Architect in consultation with Contractor, in a manner consistent with contemplated kind and quality and customary standards. When such drawing or specification is approved by BPCA, the drawing or specification so approved shall thereupon be part of the Contract Documents and the item of work shall be performed by Contractor as part of the Work without further action or order of Construction Manager or BPCA and without any increase in the Contract Price (as hereinafter defined) as if such drawing and/or specification were originally included in the Contract Documents.

#### *2.5 Title to Materials*

Title to all Materials shall immediately vest in BPCA upon payment in respect of such Materials, whether or not then incorporated or installed into the Project. The Materials shall then become the sole property of BPCA subject to the right of BPCA, Construction Manager or Architect to reject same for failure to conform to the standards of any or all of the Contract Documents. Title to all Work and Materials shall be in BPCA, free and clear of all liens, claims, security interests or encumbrances. Contractor warrants that no Work or Materials shall be fabricated or delivered to the Site by Contractor or any Subcontractor or Materialman subject to any security interest, lien or similar encumbrance.

#### *2.6 Contractor's Obligations*

(a) Contractor shall in a good and workmanlike manner perform all the Work required by this Agreement in accordance with the best practice of Contractor's trade within the time specified herein. Contractor shall supervise and direct the Work using its best skill and attention. Contractor shall be solely responsible for all construction means, methods, techniques, sequences and procedures within the scope of Contractor's Work.

(b) Contractor shall furnish, erect, maintain, and remove such construction plant and such temporary Work as may be required for the performance of the Work. Contractor shall be responsible for the safety, efficiency and adequacy of Contractor's plant, appliances and methods, and for damage that may result from failure or improper construction, maintenance or operation of such plant, appliances and methods. Contractor shall comply with all terms of the Contract Documents, and shall do, carry on and complete the entire Work under the direction of and to the satisfaction of BPCA.

(c) Contractor shall provide all equipment, tools and materials and whatever else may be required for proper performance of the Work unless stated otherwise in the Contract Documents.

(d) Contractor shall deliver all Materials at such times and in such quantities as will insure the speedy and uninterrupted progress of the Work. All Materials shall be delivered to the Site in proper order and quantity and shall be stored at the Site, if storage space is available in Construction Manager's opinion, in such places as Construction Manager shall direct; provided, that no delivery of Materials shall be made to the Site without prior approval by Construction Manager. Contractor has been advised and is aware that the Project is located in a congested metropolitan area, and there may not be sufficient space to store Materials on Site. If storage space is unavailable on Site, Contractor shall make arrangements to store Materials off Site at Contractor's own cost. Contractor shall not be entitled to additional compensation for moving Materials from one storage area to another, whether such storage areas are on or off Site. No Materials shall be removed from the Site without the consent of Construction Manager. Contractor shall handle and take care of all Materials used in performance of the Work whether furnished by Contractor or BPCA, as the same are delivered to the Site or to any applicable offsite storage location and shall be solely responsible for the security and condition of the same. After final completion and acceptance of the Work, or sooner if requested by Construction Manager, Contractor shall remove all surplus Materials and scaffolding furnished by it which have not been incorporated in the Work.

(e) Contractor shall follow and perform the Work in accordance with the Contract Documents as interpreted by Architect, Construction Manager, and BPCA.

(f) Unless otherwise provided in the Contract Documents, Contractor shall secure and pay for all permits and governmental fees, licenses and inspections necessary for the proper execution and completion of the Work. Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the Work. If Contractor observes that any of the Contract Documents are at variance with any applicable laws in any respect, Contractor shall promptly notify Architect and Construction Manager in writing, and any necessary changes shall be accomplished by appropriate modification. If Contractor performs any Work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to Architect and Construction Manager, Contractor shall assume full responsibility therefor and shall bear all costs attributable thereto.

(g) Contractor shall be responsible for collecting all paper, cartons and other debris caused by its Work or personnel, placing the same in a location designated by Construction Manager and keeping the portion of the Site upon which Contractor is performing the Work free from all debris.

(h) Contractor shall attend meetings as directed by BPCA or Construction Manager.

## 2.7 *"Or Equal" Clause*

(a) The Materials of manufacturers referred to in the Specifications and on the Drawings are intended to establish the standard of quality and design required by Architect; however, Materials of manufacturers, other than those specified, may be used if equivalent and approved by Architect, Construction Manager and BPCA.

(b) It is deemed that the term "or approved equal" is included after all Materials

referred to in the Specifications or on the Drawings.

(c) Architect will initially judge the equivalency of proposed substitute Materials. Architect will make written recommendation of acceptance or rejection to Construction Manager and/or BPCA. Construction Manager and/or BPCA will then authorize Architect to issue to Contractor written approval or rejection of the substitution.

(d) If Contractor desires to use a substitute item, Contractor shall make application to Architect in writing in sufficient time (with regard to the progress of the Work, the period of delivery of the goods concerned and adequate time for Architect's review) stating and fully identifying the proposed substitute, cost changes (if any), and submitting substantiating data, samples, brochures of the item proposed. It is Contractor's responsibility to provide at its sole expense sufficient evidence by tests or other means to support any request for approval of substitutions.

(e) Prior to proposing any substitute item, Contractor shall satisfy itself that the item Contractor proposes is, in fact, equal to that specified and had been used satisfactorily in similar applications to the application proposed for the Work, for at least three years, that it will fit into the space allocated and within the load allocated for the same, that it affords comparable ease of operations, maintenance and service, that its appearance, longevity and suitability for the climate and use are comparable to that specified, and that the substitution requires no change in dimension or design of any other Work of Contractor, of any other contractor or in the time required for the performance thereof.

(f) The burden of proof that a proposed substitution is equal to a specified item shall be upon Contractor, who shall support its request with sufficient test data and other means to permit Architect to make a fair and equitable decision on the merits of the proposal. Any item by the manufacturer other than those cited in the Contract Documents, or of brand name or model number or of generic species other than those cited in the Contract Documents, will be considered a substitution.

(g) Acceptance of substitutions shall not relieve Contractor from responsibility for compliance with all the requirements of the Contract Documents. If, notwithstanding the provisions of subsection (e) above, changes in other parts of the Work or the work of other contractors are required by its substitutions, Contractor shall be responsible for the costs of any such changes including the cost of all design and redesign services related thereto incurred by the Architect and its Contractors.

(h) The Contract Time shall not be extended by any circumstances resulting from a proposed substitution, nor shall Contractor be entitled to any compensation for any delay caused thereby or related thereto.

## *2.8 Quality and Labeling*

All Materials furnished shall be new and the quality thereof shall be in accordance with the Contract Documents. When Materials are specified to conform to a given standard, the Materials delivered to the Site shall bear manufacturer's labels stating that the Materials meet such standard. The above requirements shall not restrict or affect BPCA's right to test Materials as provided in

this Agreement.

### **ARTICLE 3 - COMMENCEMENT AND COMPLETION OF THE WORK**

#### *3.1 Commencement, Completion and Progress Schedule*

(a) Contractor shall prepare and submit a progress schedule for the Work (“**Progress Schedule for the Work**”) and agrees to be bound by and comply with the Work Completion Date and the Progress Schedule for the Project (as the Progress Schedule for the Project shall be updated pursuant to subsection (b)) and waives any right to charge or claim damages or any increased cost, charges or expenses against BPCA, Construction Manager, or Architect, for delays or disruptions from any cause whatsoever. Contractor’s sole remedy as against BPCA, Construction Manager, or Architect for any delays or disruptions shall be as provided in Section 3.4 hereof. Notwithstanding the foregoing, the Work shall be completed by no later than [date] (the “**Work Completion Date**”) with time being of the essence in respect of said Work Completion Date, as more fully set forth in subsection (h) below; this Agreement shall terminate by [date] (the “**Agreement Termination Date**”) (the period between the date of commencement of the Work and the Agreement Termination Date, the “**Term**”).

(b) The Progress Schedule for the Work shall be formatted in a detailed precedence-style critical path method, or such other format satisfactory to BPCA and Construction Manager and shall also (a) provide a graphic representation of all activities and events including float values that will affect the critical path of the Work, (b) incorporate and coordinate all pertinent information involving each phase of Work, and (c) identify dates that are critical to ensuring the timely and orderly completion of the work in accordance with the requirements of the Contract Documents, including the dates for Substantial Completion of each respective phase of the Work. The Progress Schedule for the Work shall be updated weekly, or at any other time at the request of Construction Manager or BPCA, and submitted to Construction Manager and BPCA for review and approval. Failure to submit any requested update shall constitute a material breach of this Agreement. The Contractor shall promptly give written notice of any actual or potential delays to BPCA and Construction Manager. After submission of the Progress Schedule for the Work, Construction Manager shall coordinate the Progress Schedule for the Work with the Progress Schedule for the Project. The Progress Schedule for the Work may be revised by Construction Manager from time to time.

(c) Contractor shall commence the Work upon receipt of a written notice to proceed signed by BPCA (the “**Notice to Proceed**”), and shall prosecute the Work diligently and in accordance with the time and place requirements of the Project as determined and directed by Construction Manager, by using such means and methods of construction as will assure that the Work will be performed hereunder in accordance with the Contract Documents and Progress Schedule for the Work, and to the satisfaction of BPCA, Architect, and Construction Manager.

(d) If, in the opinion of Construction Manager, Contractor falls behind the Progress Schedule for the Project then in effect, Contractor shall take whatever steps may be necessary to improve its progress and shall, if requested by Construction Manager, submit operational plans to demonstrate the manner in which the lost time may be regained. It is the responsibility of Contractor to maintain its schedule so as not to delay the progress of the Project or the schedules

of other contractors. If Contractor delays the progress of its Work or the work of other contractors, it shall be the responsibility of Contractor to increase the number of workers, the number of shifts, the days of Work and/or, to the extent permitted by law, to institute or increase overtime operations, all without additional cost to BPCA, in order to regain any time lost and maintain the Progress Schedule for the Project then in effect as established by Construction Manager.

(e) If Contractor shall fail to complete the Work by the Work Completion Date, or within the time to which such completion may have been extended, BPCA may, at its option, withhold from any sums otherwise due and owing to Contractor hereunder, so much of the balance thereof as BPCA shall deem necessary to secure it against any costs, expenses, or damages which may be incurred by BPCA as a result of said failure, but any such withholding shall not be deemed to be a waiver of any rights hereunder, and Contractor shall be liable to and shall indemnify and hold BPCA harmless from any and all cost, expense or damage incurred by BPCA by reason of such failure.

[(f) If Contractor shall neglect, fail or refuse to complete the Work on or before the Work Completion Date or any changes thereto in accordance with, or upon the expiration of, any proper extension granted by BPCA, Contractor agrees to pay to BPCA (\$\$\$\$\$), not as a penalty, **but as liquidated** damages for loss of beneficial use of the Project, for each and every calendar day that the Contractor is in default. Default shall include abandonment of the Work by Contractor.] **[delete if no liquidated damages]**

(g) [Said amount of liquidated damages is agreed upon by and between Contractor and BPCA because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages which BPCA would sustain for loss of beneficial use of the Project in the event of delay in completion, and said amount is agreed to be the amount of damages sustained by BPCA and said amount may be retained from time to time by BPCA. The foregoing liquidated damages are intended to compensate BPCA only for the loss of beneficial use of the Project. In addition,] **[delete if no liquidated damages]** Contractor shall be liable to BPCA, to the fullest extent permitted by law, for whatever actual damages (other than actual loss of beneficial use) BPCA may incur as a result of any actions or inactions of Contractor or its Subcontractors including, without limitation, interest expense and carrying costs, liabilities to other Contractors working on the Project or other third parties, job extension costs, and other losses incurred by BPCA. The provisions of this paragraph are exclusive to BPCA, and shall not accrue to other contractors or third parties.

(h) It is further agreed that time is of the essence for each and every portion of the Work. In any instance in which additional time is allowed for the completion of any Work, the new time of completion established by said extension shall be of the essence. Contractor shall not be charged with [liquidated damages or] **[delete if no liquidated damages]** any excess cost if BPCA determines that Contractor is without fault and that the delay in completion of the Work is due to:

(1) any preference, priority or allocation order duly issued by the Government of the United States or the State of New York;

(2) causes beyond the control and without the fault of, or negligence of



Contractor, and approved by BPCA, including, but not limited to, acts of God or of public enemy, fires, epidemics, quarantine, strikes, freight embargoes and unusually severe weather; and

(3) any delays of Subcontractors or Materialmen occasioned by any of the causes specified in subsections 1 and 2 of this paragraph.

(i) Notwithstanding the foregoing, and whether or not, at any given time, a Progress Schedule, or update thereto (as appropriate) has been submitted, the Work shall be completed by the Work Completion Date.

(j) Notwithstanding anything to the contrary, a schedule submitted by Contractor showing a time of completion earlier than that specified in the Contract shall not entitle Contractor to any additional compensation in the event the earlier time of completion is not realized.

### *3.2 Coordination with Other Contractors*

Contractor shall coordinate the Work to be performed hereunder with the work of other contractors performing work for the Project in such manner as Construction Manager shall direct. Contractor shall indemnify and hold BPCA, Construction Manager, and Architect harmless from any and all claims or judgments for damages, costs and expenses to which BPCA, Construction Manager or Architect may be subjected or which they may suffer or incur by reason of Contractor's failure to promptly comply with Construction Manager's directions. If Contractor notifies Construction Manager in writing that another contractor is failing to coordinate its work with the Work to be performed hereunder, Construction Manager shall promptly investigate the charge. If Construction Manager finds that charge to be true, it shall promptly issue such direction to the other contractor with respect thereto as the situation may require. BPCA, Construction Manager and Architect shall not, however, be liable for any damages suffered by Contractor by reason of the other contractor's failure to promptly comply with the directions so issued by Construction Manager or by reason of another contractor's default in performance. Should Contractor sustain any damage through any act or omission of any other contractor, Contractor shall have no claim against BPCA, Construction Manager or Architect for such damage but shall have a right to recover such damage from the other contractor, under a provision similar to a provision contained in the following sentence which is part of this Agreement and which has been or will be inserted in the contracts with the other contractors engaged in the Project.

Should any other contractor having or who shall hereafter have a contract with BPCA for the performance of work upon the Project sustain any damage through any act or omission of Contractor hereunder, Contractor shall reimburse such other contractor for all such damages and to indemnify and hold BPCA, Construction Manager and Architect harmless from all such claims. Any claim against a performance bond surety made by any contractor shall be subordinated to any claim of BPCA then existing or that may arise in the future against such other contractor or its performance bond surety.

### *3.3 Notice of Delay*

Should Contractor be or anticipate being delayed or disrupted in performing the Work hereunder for any reason, including, without limitation, its financial condition or Contractor's general nonpayment of its debts as such debts become due, it shall promptly and in no event more

than three (3) days after the commencement of any condition that is causing or is threatening to cause such delay or disruption notify Construction Manager in writing of the effect of such condition upon the Progress Schedule for the Project, stating why and in what respects the condition is causing or is threatening to cause delay, provided, however, that notwithstanding the above, if such delay or disruption, or anticipated delay or disruption, should be the result of any change or anticipated change in Contractor's financial condition, Contractor shall notify Construction Manager forthwith of such cause or anticipated cause. Failure to strictly comply with this notice requirement shall be sufficient cause to deny Contractor a change in schedule and to require it to conform to the Progress Schedule for the Project then in effect established by Construction Manager.

### *3.4 Extension of Time*

(a) An extension of time under the Progress Schedule for the Project then in effect may be granted by BPCA subject to the provisions hereof upon written application therefor by Contractor. An application for an extension of time under the Progress Schedule for the Project then in effect must set forth in detail the nature of each cause of delay in the performance of the Work, the date or dates upon which each cause of delay began and ended and the number of days delay attributable to each such cause. After the application is submitted, Contractor shall supply any other data that Construction Manager may request.

(b) Contractor shall be entitled to an extension of time under the Progress Schedule for the Project then in effect for delays in the performance of the Work, if caused:

(1) solely by acts or omissions of BPCA, Construction Manager or Architect;  
or

(2) by the acts or omissions of other contractors or causes beyond the control and without the fault or negligence of Contractor including, but not limited to, acts of God, acts of public enemy, acts of any Government body, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, or delays of Subcontractors or Materialmen arising from unforeseeable causes beyond the control and without the fault or negligence of both Contractor and such Subcontractors or Materialmen; provided, that Contractor shall have used its best efforts and diligently sought to have minimized any such period of delay, by taking whatever measures are necessary, including without limitation, if applicable, seeking alternate sources of Materials, other Subcontractors or other facilities in which to perform the required construction operations; and provided, further, that an application is made pursuant to the requirements of the immediately preceding paragraph.

## **ARTICLE 4 - CONTRACT PRICE**

For the performance and completion of the Work, BPCA shall pay Contractor a lump sum amount of (\$\$\$\$\$), (such sum is herein sometimes referred to as the "**Contract Price**"), which amount shall include any monies earned by or paid to Contractor prior to the execution of this Agreement, provided, that if the Contract Price shall be expressly revised by a Change Order in accordance with Article 9 hereof, the Contract Price shall thereafter mean the Contract Price as so revised. Contractor will submit appropriate Time Sheets in the form of Exhibit [x].

## **ARTICLE 5 - METHOD, SCHEDULE AND TERMS OF PAYMENTS**

### *5.1 Partial Payment*

(a) In accordance with Requisitions (as defined in Section 5.2) submitted and approved as provided below for Work performed in accordance with this Agreement, Contractor shall be entitled to partial payment on account of the Contract Price in an amount equal to the value, as determined in accordance with the Trade Payment Breakdown (as defined in Section 5.3), of the portions of the Work completed and acceptable to BPCA and Construction Manager for purposes of such payment, less a retainage equal to ten percent (10%) of the total amount of all prior partial payments. Partial payments shall constitute advances against the Contract Price until final payment is made and accepted. No partial payment made, nor approval of a portion of the Work given for purposes of making a partial payment, shall constitute an acceptance of any Work not in accordance with the Contract Documents.

(b) Upon completion of fifty percent of the Work, Contractor may make written application to BPCA requesting reduction of the retainage set forth in Section 5.1(a) hereof. Approval of such reduction of retainage and the percentage to which the retainage shall be reduced is in the sole discretion of BPCA. If BPCA approves a reduction of retainage as herein described, BPCA shall so notify Contractor in writing. Any reduction of retainage pursuant to this paragraph (b) shall not be deemed to be a waiver of retainage requirements for future partial payments.

### *5.2 Requisitions*

Applications for partial payments (“**Requisitions**”) and application for final payment (“**Final Requisition**”) shall be in the form previously supplied by BPCA and shall be submitted by Contractor to Construction Manager or its designee in five original copies in the manner hereinafter provided for the approval of BPCA and Construction Manager. Each Requisition shall be supported by such data substantiating Contractor’s right to payment as BPCA and Construction Manager may require.

### *5.3 Trade Payment Breakdown*

Prior to the submission of the first Requisition, Contractor shall present to Construction Manager for approval a trade payment breakdown (the “**Trade Payment Breakdown**”) of the various portions of the Work, aggregating the Contract Price, prepared in such form as specified by BPCA and supported by such data to substantiate its correctness as Construction Manager may require. After approval by BPCA and Construction Manager, the Trade Payment Breakdown shall not be changed or revised in any way without the written consent of Construction Manager. The Trade Payment Breakdown, when approved by Construction Manager, shall be used only as a basis for Requisitions and shall not be considered as a basis for reducing or increasing the Contract Price.

### *5.4 Payment for Stored Materials*

If approved in advance of delivery by BPCA and Construction Manager, payments will be made on account of 80% of the value of Materials that have not been incorporated in the Work to date, but delivered and suitably stored at the Site or at some other offsite location agreed upon in

writing by BPCA and Construction Manager. Such payments shall be conditioned upon submission by Contractor of bills of sale or other supporting documentation satisfactory to BPCA and Construction Manager to establish BPCA's title to such Materials including applicable insurance and transportation to the Site for those Materials stored offsite. In the event that Contractor, with approval of BPCA, stores any Materials offsite, the conditions for payment of Material stored off-site shall include but not be limited to the following: (a) the Material shall be properly stored in a secured location approved by the BPCA and/or Construction Manager; (b) the Material will be covered under the BPCA's builder's risk policy subject to policy limits and restrictions; and (c) the Material may be inspected by the BPCA and /or Construction Manager to assure compliance with Contract Documents.

#### *5.5 Receipts and Releases of Liens*

With each Requisition, Contractor shall furnish its affidavit of payment and waiver of lien for Work done and Materials furnished through the date covered by the last preceding partial payment (the **"Preceding Covered Date"**) and shall furnish its affidavit certifying that all Subcontractors and Materialmen have been paid for Work performed and Materials furnished through the Preceding Covered Date except for any permitted retainage. BPCA may also require Contractor to attach to each Requisition (i) affidavits of payment and waivers of lien from all Subcontractors and Materialmen dealing directly or indirectly with Contractor for Work performed and Materials furnished through the Preceding Covered Date and/or (ii) the consent of the surety issuing the Payment Bond to such payment. BPCA may require Contractor to execute a waiver of lien at the time payment is made for a Requisition for all Work performed through the date of the Requisition in respect of which payment is being made.

In addition to the documents required to be furnished by the preceding paragraph, with the Final Requisition, Contractor shall furnish (y) its affidavit that there are no liens, claims or demands by, and that there is no indebtedness to, Subcontractors, Materialmen, laborers, other employees or third persons for which BPCA, Construction Manager, or Architect might in any way be responsible and (z) releases from all Subcontractors and Materialmen dealing directly or indirectly with Contractor. Should any such Subcontractor or Materialman fail or refuse to furnish such release, Contractor may be required to furnish a bond satisfactory to BPCA to indemnify it against any such lien, claim or demand. If any such lien, claim or demand remains unsatisfied after all payments are made to Contractor, Contractor shall refund to BPCA all monies that BPCA may be compelled to pay in discharging such lien, claim or demand including all costs, expenses and attorneys' fees which BPCA may incur in connection therewith.

#### *5.6 Time of Payment*

(a) Submittal and Approval of Requisitions: Requisitions (together with the documents required pursuant to Sections 5.2 and 5.5 hereof) shall be submitted by Contractor to BPCA and Construction Manager by the seventh day of each calendar month for Work completed up to the last calendar day of the previous month or other day approved by BPCA. Contractor shall be entitled to payment only in the amount approved by BPCA and Construction Manager with respect to such Requisitions, each of which must be signed by BPCA and Construction Manager before payment is made. The value of any Work included in a Requisition for partial payment which is found unacceptable by BPCA or Construction Manager may be deducted from that or any

subsequent Requisition.

(b) Submittal of Proper Invoice: Upon approval of the Requisition, the Contractor shall submit a Proper Invoice, together with the approved Requisition, via email to:

BPCA Finance Ops [bpcafinanceops@bpca.ny.gov](mailto:bpcafinanceops@bpca.ny.gov)  
Office of the Treasurer  
Battery Park City Authority  
d/b/a Hugh L. Carey Battery Park City Authority  
200 Liberty Street, 24<sup>th</sup> Floor  
New York, NY 10281-1097  
Attn.: Accounts Payable

A duplicate copy is to be sent via email to the Construction Manager and to the BPCA Representative identified in Article 1(e).

(c) Time for Payment: Following BPCA's receipt of a Proper Invoice, Owner shall pay Contractor in accordance with the Prompt Payment Policy, a copy of which can be found at <http://bpca.ny.gov/wpcontent/uploads/2018/01/BPCA-Prompt-Payment-Policy-Fiscal-Year-2017.pdf>. Owner may withhold from any payment amounts pursuant to Section 5.11 herein.

#### *5.7 Reduction of Retainage*

Upon the issuance of a Certificate of Substantial Completion, as defined in Section 8.6, Contractor shall submit a Requisition in an amount equal to the Contract Price less five percent (5%) of the total contract amount (including all approved Change Orders and pending Change Order proposals), and less the total amount of all prior payments. Upon approval of the same by BPCA, BPCA shall pay to Contractor the amount approved less any amount which BPCA is entitled to withhold hereunder.

#### *5.8 Final Payment*

(a) The final balance due Contractor under this Agreement shall be payable to Contractor by BPCA, as final payment hereunder, within thirty days after all of the following have taken place:

- (1) Contractor's Final Requisition has been submitted by Contractor and approved by BPCA and Construction Manager;
- (2) the affidavit provided for in Section 5.5 hereof has been submitted by Contractor, and any other documents or actions expressly specified in the Contract Documents as preconditions to final payment have been submitted or completed; and
- (3) any inspections or approvals with respect to any of the Work that BPCA deems legally required or appropriate by governmental authorities or by the applicable Board of Fire Underwriters have been performed or obtained.

(b) The acceptance of final payment shall constitute a waiver of all claims by Contractor.

#### *5.9 Release and Consent of Surety*

Notwithstanding any other provision of this Agreement, before final payment pursuant to Section 5.8 shall become due pursuant hereto or before reduction of retainage, Contractor shall submit to BPCA a consent of surety to final payment or reduction of retainage in form and substance acceptable to BPCA.

#### *5.10 BPCA's Right to Audit and Inspect Records*

Contractor shall maintain and shall keep for a period of at least six years after the date of Final Acceptance of the Work, pursuant to Section 8.7, all records and other data relating to the Work. BPCA or its designee shall have the right to inspect and audit all records and other data of Contractor relating to the Work at any time and from time to time until the end of such six year period. Contractor shall promptly respond to any inquiries of BPCA or any representative of BPCA arising out of any such inspection or audit.

#### *5.11 Withholding of Payments*

(a) BPCA may withhold payment or, because of subsequently discovered evidence, may nullify the whole or any part of any previously approved Requisition to such extent as may, in the judgment of BPCA, be necessary:

- (1) to assure payment of just claims or liens of any persons supplying labor or Materials for the Work;
- (2) to protect BPCA from loss due to defective Work or to reimburse BPCA, Construction Manager and Architect for fines on account of non-compliance with applicable laws, rules and regulations, including rules promulgated by the Office of Safety & Health Administration;
- (3) to protect BPCA from loss due to death or injury to persons or damage to the Work or property of BPCA, other contractors or others caused by the act or neglect of the Contractor;
- (4) in the event that there is reasonable evidence that the Work will not be completed for the unpaid balance of the Contract Price;
- (5) in the event that there is reasonable evidence that the Work will not be completed within the time provided; or
- (6) in the event that Contractor persistently fails to perform the Work in accordance with the Contract Documents.

In any of such events, BPCA shall have the right to apply any such amounts so withheld in such manner as BPCA may deem proper to satisfy such claims, to secure such protection, to

complete the Work or to compensate BPCA for any loss suffered by reason of Contractor's delay. Such application shall be deemed payment for the account of Contractor. In the event that BPCA gives Contractor notice that it intends to make such application, Contractor shall be estopped from disputing liability or the amount of liability unless, within three days after receipt of such notice, it indicates to BPCA in writing that it is not liable or that the amount of its liability is different from that set forth in the notice.

(b) The provisions of this Section 5.11 are solely for the benefit of BPCA, and any action or non-action by BPCA shall not give rise to any liability on the part of BPCA. Failure to so act shall not be deemed a waiver of any present or future claims of BPCA.

## **ARTICLE 6 – CONTRACTOR**

### *6.1 Superintendence by Contractor, Discipline and Employee Skills*

Contractor shall provide a competent construction superintendent to be in charge of the Work. The construction superintendent shall devote full time to the Work, shall be present at the Site during the time the Work is required to be performed and shall have full authority to accept instructions, make decisions and act for Contractor at all times. If at any time the construction superintendent is not satisfactory to BPCA or Construction Manager, Contractor shall, if requested by BPCA, replace such superintendent with another satisfactory to BPCA. Contractor shall enforce strict discipline and good order at all times among Contractor's employees and all Subcontractors. Contractor shall not engage any employee not skilled in the task assigned.

### *6.2 Representations and Warranties*

Contractor represents and warrants that:

(a) Contractor is financially solvent and is experienced in, and competent to perform the Work and has the staff, manpower, equipment, Subcontractor, and suppliers available to complete the Work within the time specified in this Agreement for the Contract Price;

(b) Contractor is familiar with all Federal, State or other laws, ordinances, orders, rules and regulations, which may in any way affect the Work;

(c) any temporary and permanent Work required by this Agreement can be satisfactorily constructed, and such construction will not injure any person or damage any property; and

(d) Contractor has carefully examined the Contract Documents and the Site and, from Contractor's own investigations, is satisfied as to the nature and location of the Work, the character, quality and quantity of surface and subsurface materials likely to be encountered, the character of equipment and other facilities needed for the performance of the Work, the general and local conditions, and all other conditions or items that may affect the Work. Prior to submitting its bid for performance of the Work, Contractor notified BPCA or Construction Manager in writing of any discrepancies or errors in the Contract Documents.

### *6.3 Verifying Dimensions and Site Conditions*

Before proceeding with the Work, Contractor will check all previous and surrounding work and determine the correctness of the same; failure on its part to detect or report discrepancies will relieve BPCA of liability from any and all claims to recover cost, expense, loss or damage resulting therefrom. Contractor shall take, determine, investigate and verify all field measurements, dimensions, field construction criteria and Site conditions for the performance of the Work and shall check and coordinate the information contained in the Contract Documents and the boring logs which shall be available for inspection with the requirements of the Work. Contractor shall be responsible for determining the exact location of and to verify the spatial relationships of all Work. If any conflicts or discrepancies are found in the Contract Documents or if Contractor has any questions concerning the foregoing, it shall immediately notify Construction Manager and shall thereafter perform the Work in accordance with the directions of Construction Manager.

#### *6.4 Copies of Contract Documents for Contractor*

BPCA shall furnish to Contractor, without charge, two sets of the Contract Documents. Any sets in excess of the number mentioned above may be furnished to Contractor at the cost of reproduction and mailing.

#### *6.5 Meetings*

Contractor shall attend all meetings as directed by BPCA or Construction Manager, including meetings set forth in Section 26.3, and shall be represented at such meetings by a person having knowledge of the Work and authorized to act for Contractor at all times. If at any time such person is not satisfactory to BPCA or Construction Manager, Contractor shall, if requested by BPCA, be represented by another person satisfactory to BPCA, having knowledge of the Work and authorized to act for Contractor at all times.

#### *6.6 Related Work*

Contractor shall examine the Contract Documents for related work to ascertain the relationship of such work to the Work under the Contract Documents.

#### *6.7 Surveys and Layout*

Unless otherwise expressly provided in this Agreement, BPCA shall furnish Contractor survey points necessary for the Work, but Contractor shall lay out the Work.

#### *6.8 Reports and Access*

Contractor shall furnish BPCA and Construction Manager with daily and monthly manpower reports on forms provided by BPCA or Construction Manager and such other reports as may be required by BPCA or Construction Manager. BPCA, Construction Manager and Architect shall have full and free access to the shops, plants and factories of Contractor, any Materialmen and Subcontractors to inform themselves as to the progress of the Work.

#### *6.9 Financial Information*

During the Term, Contractor agrees to notify BPCA forthwith in writing of any event which



has caused or is reasonably anticipated to cause a material adverse change in Contractor's business or financial condition from that shown in the then most recent financial statements furnished by Contractor to BPCA. Contractor has furnished to BPCA financial statements regarding the period from [date] to [date]. Contractor agrees to furnish to BPCA, at BPCA's request from time to time hereafter, quarterly, or annual financial statements (which shall be audited, if such is the practice of Contractor for financial statements covering the applicable period) and such additional information as BPCA shall deem necessary or desirable to satisfy itself of Contractor's continuing ability to complete the Work.

## **ARTICLE 7 - CONTRACT ADMINISTRATION**

### *7.1 Architect's Responsibilities and Functions*

Contractor acknowledges that the role of Architect with respect to the Work shall be as specified in this Agreement. Contractor will comply with the instructions of Architect pursuant hereto.

Architect's duties and services shall in no way supersede or dilute Contractor's obligation to perform and complete the Work in conformity with the Contract Documents.

### *7.2 Construction Manager's Responsibilities and Functions*

(a) Construction Manager shall coordinate and schedule construction to insure that the completion of the Project is on schedule and that the Project is well constructed in accordance with the Contract Documents. Contractor acknowledges that the role of Construction Manager with respect to the Work shall be as specified in this Agreement. Contractor hereby agrees to comply with the directions and instructions of Construction Manager.

(b) Construction Manager shall call for meetings of Contractor, other contractors, Subcontractors and Materialmen as necessary for the proper coordination of the Work. Such meetings shall be held at the Site on regular working days, during regular working hours, unless otherwise directed by BPCA. Attendance shall be mandatory for all parties notified to attend.

### *7.3 Scope of Responsibility of Architect and Construction Manager*

In no event shall any act or omission on the part of the Construction Manager or Architect relieve Contractor of its obligation to perform the Work in full compliance with the Contract Documents. Neither Architect nor Construction Manager will be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, and neither will be responsible for Contractor's failure to carry out the Work in accordance with the Contract Documents or the failure to fulfill any of the requirements of this Agreement.

## **ARTICLE 8 - INSPECTION AND ACCEPTANCE**

### *8.1 Access to the Work*

BPCA, Construction Manager, Architect or their authorized representatives shall at all

times have access to and the right to observe the Work and all facilities where the Work or any part thereof is being fabricated or stored, and Contractor shall provide proper facilities for such access and observation.

#### *8.2 Notice of Required Inspections and Tests*

If the Contract Documents, or any laws, rules, ordinances or regulations, require that any Work be inspected or tested, Contractor shall give BPCA, Construction Manager and Architect at least five days prior written notice of readiness of the Work for inspection or testing and the date fixed for such inspection or testing.

#### *8.3 Additional Inspections and Tests*

(a) Whenever, in the opinion of BPCA, Construction Manager or Architect, it is desirable to require inspection or testing of the Work or its individual components in addition to any such testing that may be originally included in the Work, they shall have authority to do so whether or not such Work be then fabricated, installed, covered or completed. If such inspection or testing reveals a failure of the Work to comply (1) with the requirements of the Contract Documents, or (2) with respect to the performance of the Work, with laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, Contractor shall bear all costs thereof, including Architect's and Construction Manager's additional services made necessary by such failure; otherwise BPCA shall bear such costs, and an appropriate Change Order shall be issued.

(b) In the event that any item of the Work fails inspection or testing, BPCA, Architect or Construction Manager may require inspection or testing of any or all of the other items of the Work at Contractor's cost and expense.

#### *8.4 Uncovering of Work*

(a) If any Work shall be covered or concealed contrary to the request of BPCA, Architect or Construction Manager, such Work shall, if required by BPCA, Architect or Construction Manager, be uncovered by examination, inspection or testing. Any examination, testing or inspection shall not relieve Contractor of the responsibility to maintain quality control over the Work. If any test results are below specified minimums, BPCA may order additional testing. The cost of such additional examination, inspection or testing, any additional professional services required, and any other expenses incurred by BPCA as a result of such examination, inspection or testing shall be borne by Contractor.

(b) In the event that a typical detail fails inspection or testing, BPCA, Architect or Construction Manager may require inspection or testing of any or all of other such typical details at Contractor's cost and expense.

#### *8.5 Correction of Work*

Any Work not approved by BPCA, Architect and Construction Manager shall immediately be reconstructed, made good, replaced or corrected by Contractor including all Work of other contractors destroyed or damaged by such removal or replacement. Rejected material shall be

removed immediately from the Site. Acceptance of Materials and workmanship by BPCA shall not relieve Contractor from Contractor's obligation to replace all Work which is not in full compliance with the Contract Documents.

#### *8.6 Certificate of Substantial Completion*

Upon their receipt of written notice from Contractor stating that in Contractor's estimation the Work has been substantially performed in conformity with the Contract Documents, Architect and/or Construction Manager shall perform an inspection for the purposes of determining whether the Work has been so performed, commencing such inspection within ten (10) days of receipt of such notice and completing it with all due diligence. When Architect and/or Construction Manager find upon inspection that, to the best of their knowledge and belief, the Work is so performed, they shall prepare and deliver to BPCA for delivery to Contractor a certificate specifying the date of substantial completion of the Work for purposes of this Agreement ("**Certificate of Substantial Completion**") and a punch list of items of Work remaining to be completed.

The delivery of a Certificate of Substantial Completion shall not terminate or alter Contractor's obligation under this Agreement to complete the Work as expeditiously as practicable in conformity with the Contract Documents and to fulfill all terms and conditions of this Agreement.

#### *8.7 Completion of Work and Acceptance*

Upon their receipt of written notice from Contractor stating its belief that the Work has been fully performed in conformity with the Contract Documents, and confirming that Contractor has completed any items of Work previously noted to it by Architect and Construction Manager as not having been acceptably completed in any punch list or otherwise, Architect and Construction Manager shall perform an inspection for purposes of determining whether the Work has been so performed. Architect and Construction Manager shall commence such inspection within ten (10) days of receipt of such notice and shall pursue and complete it with all due diligence. When BPCA and Construction Manager find upon inspection that, to the best of their knowledge and belief, the Work has been so performed, they shall prepare a certificate of final completion, and, upon delivery by BPCA to Contractor of said certificate, the Work shall be deemed to be finally accepted by BPCA (such delivery of the certificate of final completion to Contractor is hereinafter referred to as "**Final Acceptance**").

Final Acceptance shall not terminate or alter Contractor's obligation under this Agreement to complete the Work in conformity with the Contract Documents and to fulfill all terms and conditions of this Agreement.

### **ARTICLE 9 - CHANGES IN THE WORK**

#### *9.1 Change Orders*

(a) BPCA may, at any time, in any quantity or amount, without notice to the sureties and without invalidating or abandoning this Agreement, order Extra Work. Notwithstanding the terms of subsection 3.1(a) hereof, BPCA may, but shall be under no obligation to, change the manner, sequence or method of performance of the Work or direct acceleration of the Work and

Contractor shall, therefore, be entitled to a Change Order (as defined in Section 9.1(b)) provided that such change or acceleration was not ordered to maintain the Progress Schedule for the Project, the Progress Schedule for the Work or to coordinate the Work with the work of other contractors. Contractor shall be obligated to perform changed Work promptly in conformity with any Change Order or Field Order issued in accordance herewith and may not suspend or otherwise refuse to perform the Work contained therein or any other aspect of the Work required under this Agreement because a Change Order has yet to be fully executed.

(b) “**Change Order**” shall mean a written order issued by BPCA to Contractor after execution of this Agreement, authorizing or requiring:

- (1) Extra Work,
- (2) items that were erroneously deleted or omitted from the Work,
- (3) items that were included in the Work but were subsequently deleted,
- (4) an extension or decrease of time to complete Work,
- (5) an increase or reduction in the payment to Contractor, or
- (6) any other change in the Contract Documents or in the sequence of performing or phasing of the Work.

(c) All Change Orders shall be prepared, signed and issued by Construction Manager at the instruction of BPCA, and to be valid, must be countersigned by BPCA and Contractor.

## *9.2 Change in Contract Price and Time*

(a) The Contract Price will not be revised due to any change of the Work except as and to the extent expressly provided in the Change Orders. The amount by which the Contract Price is to be increased or decreased by any Change Order shall be determined by BPCA and Construction Manager by one or more of the following methods:

- (1) accepting an amount agreed upon by BPCA and Contractor;
- (2) applying the applicable unit prices and alternates where the Work involved is covered by unit prices in this Agreement;
- (3) receiving from Contractor a detailed breakdown satisfactory to BPCA and Construction Manager, including actual time slips and invoices, itemizing the direct cost of labor and Materials to perform the changed Work and adding thereto fifteen percent (15%) to cover profit and all indirect and overhead costs, except that where the changed Work is performed by a Subcontractor or Materialman, the direct cost of labor and Materials to perform the changed Work plus fifteen percent (15%) for profit and all indirect and overhead costs to Subcontractor or Materialman and an additional sum for profit and all indirect and overhead costs of Contractor equal to ten percent (10%) of the first \$100,000, five percent (5%) of the second \$100,000 and three percent (3%) of any cost in excess of \$200,000 to Contractor. No allowance shall be paid on

the premium portion of overtime pay. Where the changed Work involves both an increase and a reduction in any contract Work, the above percentage override shall be applied only on the amount, if any, by which the cost of the increase exceeds the cost of the reduction.

(4) receiving from Contractor a true copy of its bid work sheets to determine the contract price for the elimination of any contract Work. The amount of reduction shall not include the overhead or profit of Contractor for the eliminated Work. Should Contractor fail to furnish BPCA with such bid work sheets, then Construction Manager shall determine the amount of the reduction. The determination of Construction Manager shall be final and binding unless erroneously or fraudulently arrived at, or arbitrary and capricious;

(5) adding to the Contract Price only the amount of the premium portion of overtime pay resulting from an acceleration of the Work; or

(6) adding to the Contract Price, the actual incremental labor and equipment costs incurred by the Contractor resulting from a change in the manner, sequence or method of performing the Work.

(b) The compensation specified in a Change Order shall constitute a release and full payment for the Extra Work covered thereby and for any delay and disruption cost or expense occasioned by reason of said change in the Work.

(c) No time extension shall be granted Contractor by reason of the issuance of any Change Order unless it is expressly stated therein.

### *9.3 Field Orders*

Construction Manager shall have the authority to order minor changes in the Work by the issuance of written field orders (“**Field Orders**”), which may be issued without prior approval by BPCA. Field Orders must be countersigned by Contractor. Minor changes in the Work for purposes of this Section shall mean only changes that do not necessitate or warrant any revision in the Contract Price in excess of \$5,000 or affect the time of performance of Contractor’s Work, any change in the basic character or design of the Project, or deviation from design standards established for the Project. Except as otherwise provided in the preceding sentence relating to an increase in the Contract Price, no claim for an increase in the Contract Price may be based upon any Field Order. If Contractor, on receipt of a Field Order, claims that the change of Work involved necessitates a Change Order, it shall proceed in accordance with the Field Order under protest and notify BPCA immediately of its claim for additional compensation for Extra Work pursuant to Article 14.

### *9.4 Changed Conditions*

(a) BPCA assumes no responsibility for the correctness of any boring or other subsurface information and makes no representation of any kind regarding subsurface conditions and test borings, reports, rock cores, foundation investigation and topographical maps which may be made available to Contractor.

(b) Contractor shall promptly, and before such conditions are disturbed, notify

Construction Manager of: (1) subsurface or latent physical conditions differing materially from those indicated in the Contract Documents, or (2) unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Agreement. Construction Manager shall promptly investigate the conditions, and if it finds that such conditions do materially so differ and cause an increase or decrease in Contractor's cost of, or the time required for, performance of any part of the Work under this Agreement, Contractor shall be paid in the manner provided for payment with respect to any Change Order and receive, if warranted, a time extension.

(c) No claim of Contractor under this clause shall be allowed unless Contractor has given the notice required in subsection (b) above.

## **ARTICLE 10 - SUBCONTRACTS AND PURCHASE ORDERS**

### *10.1 Selection of Subcontractors and Materialmen and Approval of Subcontracts and Purchase Orders*

(a) Contractor shall submit to Construction Manager, within 21 calendar days of the issuance of the Notice to Proceed, the names of all persons with whom it has contracted or intends to contract or hereafter contracts with respect to the Work.

(b) Except as specifically provided herein, Contractor shall not enter into any Subcontracts or issue any Purchase Orders (as hereinafter defined) to any Materialmen in connection with the performance of Contractor's obligations hereunder without the prior written consent of BPCA to the use of each such Subcontractor or Materialman, and to the agreement to be entered into between Contractor and any such Subcontractor or Materialman. Contractor shall inform BPCA in writing of any interest it may have in a proposed Subcontractor or Materialman. No such consent by BPCA, or employment, contract, or use by Contractor, shall relieve Contractor of any of its obligations hereunder nor may BPCA be held responsible in any way for the performance of a Subcontractor or Materialman to whom BPCA gave its consent.

(c) Contractor shall be responsible for the performance of the Work of any Subcontractors or Materialmen engaged, including the maintenance of schedules, coordination of their Work and resolutions of all differences between or among Contractor and any Subcontractors. It is expressly understood and agreed that any and all Subcontractors or Materialmen engaged by Contractor hereunder shall at all times be deemed engaged by Contractor and not by BPCA.

(d) Upon the request of BPCA, Contractor shall cause any Subcontractor or Materialman employed by the Contractor in connection with this Agreement to execute a copy of the Agreement wherein such Subcontractor or Materialman shall acknowledge that it has read and is fully familiar with the terms and provisions hereof and agrees to be bound thereby as such terms and provisions are or may be applicable to such Subcontractors or Materialmen.

(e) Contractor shall submit to BPCA promptly following execution, three copies of every revision, amendment, modification or cancellation executed or issued by Contractor with respect to any Subcontractor or Materialman. BPCA is not obligated to make payment on account of Work performed or Materials furnished by a Subcontractor or a Materialman under a Subcontract or contract for construction supplies or Materials (hereinafter "**Purchase Order(s)**")

unless there shall have been filed with BPCA prior to the submission of a Requisition for each payment, three copies of such Subcontract or Purchase Order containing the provisions required by this Agreement to be contained therein, except as may otherwise be specified by BPCA with respect to Purchase Orders for minor purchases.

#### *10.2 Access by BPCA and Others*

Contractor shall include a provision in all Subcontracts and Purchase Orders stating that, to permit verification of Contractor's costs, BPCA shall have the right to have its representatives inspect and audit the books of account and records of the Subcontractor and Materialmen, including the right to make excerpts from such books and records. All payments by Contractor to a Subcontractor or Materialman shall be by check specifically indicating that payment is attributable to this Agreement and identifying the invoice(s) for which payment is being made. Contractor shall include a provision in all Subcontracts and Purchase Orders that will enable representatives of the State of New York, Construction Manager and BPCA, as the case may be, to obtain access during working hours to the appropriate books of account and records of the Subcontractors or Materialmen relating to the Work to determine if there is compliance with the requirements of law or this Agreement.

#### *10.3 Retainage*

Contractor may provide for a retainage under any of its Subcontracts or Purchase Orders provided that where a Subcontract or Purchase Order provides for a retainage, the retainage shall be no greater in percentage than that provided for under Sections 5.1 or 5.7 hereof with respect to Contractor itself, unless otherwise approved in writing by BPCA. Contractor shall submit with each Requisition a statement setting forth the amounts of all retainage, if any, under its Subcontracts and Purchase Orders.

#### *10.4 Miscellaneous*

(a) Contractor shall be fully responsible for the work, acts and omissions of Subcontractors and Materialmen, and of persons either directly or indirectly employed by Subcontractors and Materialmen.

(b) Contractor's use of Subcontractors and Materialmen shall not diminish Contractor's obligation to complete the Work in accordance with the Contract Documents. Contractor shall control and coordinate the work of Subcontractors and Materialmen.

(c) Nothing contained in this Agreement shall create any contractual relationship between Subcontractors or Materialmen and BPCA, Construction Manager or Architect. Nothing in this Section shall obligate BPCA to pay or to see to the payment of any sums to any Subcontractor or Materialmen.

(d) Contractor shall include a provision in all Subcontracts and Purchase Orders exceeding \$50,000, requiring the Subcontractor or Materialman, if requested by BPCA, until the Subcontractor or Materialman finishes its portion of the Work, to deliver to Contractor unaudited and, if available, audited financial statements of the Subcontractor or Materialman similar to the

obligation of Contractor under Section 6.8 and promptly upon receipt thereof Contractor shall deliver copies thereof to BPCA.

## **ARTICLE 11 - ASSIGNMENT**

### *11.1 No Assignment of Duties*

Contractor shall not assign this Agreement or the performance of any obligations of Contractor under this Agreement, nor enter into any Subcontract in respect of the Work or any part thereof except in compliance with Article 10 hereof and with the prior written consent of BPCA, and each and every such assignment, Purchase Order and Subcontract without such compliance and consent shall be void and shall revoke and annul this Agreement.

### *11.2 No Assignment of Monies*

Contractor shall not assign any monies payable hereunder nor execute and deliver any order for payment unless Contractor and the assignee shall have complied with the following terms and conditions:

(a) the assignee shall be a commercial bank or finance company regularly engaged in the business of provided financing to construction contractors and shall be providing such financing to Contractor;

(b) the assignee shall, simultaneously with the assignment, execute and deliver to BPCA an undertaking, in favor of BPCA, in form and substance satisfactory to BPCA, providing that:

(1) assignee will cause Contractor to apply for trust purposes, as defined in New York Lien Law Article 3-A (the “**Lien Law**”), all funds advanced by assignee to Contractor;

(2) assignee will file a copy of the assignment, containing the covenant required by the Lien Law, with the County Clerk of New York County and the head of the agency having charge of the underlying project;

(c) the assignee shall agree with BPCA in writing that BPCA and Contractor may modify any of the terms of this Agreement, including any of the terms of payment, without the consent of assignee;

(d) the assignee shall agree with BPCA in writing that after the effective date of the assignment, BPCA may make payment directly to any Subcontractor or Materialman without any liability to the assignee;

(e) the assignee shall agree with BPCA in writing that the assignee shall require and cause Contractor to keep his books and records in the form and manner described in New York Consolidated Laws Service Lien Law Article 3-A Section 75; and

(f) the assignee shall agree with BPCA in writing that the assignee will indemnify and hold BPCA harmless from and against any loss, claim or expense incurred as a result of any failure



of performance in accordance with the terms of such undertaking.

### *11.3 Assignment by BPCA*

This Agreement or any rights of BPCA under this Agreement, including any guaranties or warranties of workmanship or material, may at any time be assigned by BPCA to the State of New York or any political subdivision, public corporation or agency of the State.

## **ARTICLE 12 - MECHANICS' LIENS AND CLAIMS**

If any mechanic's lien or other claim shall be filed for or on account of the Work, Contractor shall discharge such lien or claim within thirty days of receiving written notice of such lien or other claim.

## **ARTICLE 13 – INSURANCE AND CONTRACT SECURITY**

### *13.1 Insurance*

(a) Contractor shall procure and maintain all of the insurance required under this Article 13 until Final Acceptance of the Work, except with respect to Completed Operations Coverage, as described in 13.1(f)(3) below.

(b) Contractor shall not commence physical performance of the Work at the Site until Contractor has obtained, and required each Subcontractor to obtain, all the insurance required under this Article and until it has furnished to BPCA the certificate or certificates of insurance required by Section 13.1(c) hereof.

(c) Contractor shall furnish to BPCA, before or upon execution of this Agreement, attention: [name], a certificate or certificates of the insurance required under this Article and, upon BPCA's request, certified copies of the original policies of insurance, within the time period required by BPCA and before commencing physical performance of the Work at the Site. Such certificate or certificates shall be in form satisfactory to BPCA, shall list the various coverages and shall contain, in addition to any other provisions required hereby, a provision that the policy shall not be changed, canceled or reduced and that it shall be automatically renewed upon expiration and continued in force until two years after Final Acceptance unless BPCA is given 90 days' written notice to the contrary. Such certificates shall also include riders providing that violation of any of the terms of any policy shall not by itself invalidate such policy. Such policies and certificates should name as additional insureds BPCA, Battery Park City Parks Conservancy Corporation ("BPCPC"), the State of New York, Construction Manager, and Architect.

(d) All insurance required to be procured and maintained must be procured from insurance companies that have a financial rating by A.M. Best Company as published in the most current key rating guide of "A-X" or better and which are authorized to do business in the State of New York.

(e) If at any time any of the required insurance policies should be canceled, terminated or modified so that insurance is not in effect as required, then, if BPCA shall so direct, Contractor shall suspend performance of the Work. If the Work is not suspended then BPCA may, at BPCA's

option, obtain insurance affording coverage equal to that required, the cost of such insurance to be payable by Contractor to BPCA.

(f) Contractor and each Subcontractor shall secure in a form satisfactory to BPCA:

(1) Worker's Compensation and Employer's Liability Insurance (including United States Longshoreman & Harbor Workers and Jones Act Coverages) during the Term for the benefit of such employees as are required to be insured by the applicable provisions of law and voluntary compensation for employees excluded from statutory benefits. Employer's Liability Insurance and benefits resulting from disease shall not be less than an annual aggregate amount of (\$\$\$\$\$) for each consecutive 12-month period.

(2) Disability Benefit Insurance during the life of this Agreement for the benefit of such employees as are required to be insured by the applicable provisions of law.

(3) Commercial General Liability Insurance as follows:

Standard commercial general liability insurance policy with contractual, products and completed operations and explosion, blasting, collapse, excavation and underground damage liability coverages, under the occurrence policy format, issued to and covering the liability of Contractor for all the Work and operations relating thereto and all obligations assumed by Contractor under this Agreement including, but not limited to indemnity obligations in an amount which shall not be less than the following limits:

Combined Single Limits, Bodily Injury and Property Damage Liability

(\$\$\$\$\$) per each occurrence and (\$\$\$\$\$) in the aggregate.

Product and Completed Operations

(\$\$\$\$\$)

The completed operations coverage shall continue in force until three years after Final Acceptance of the Work and shall contain, in addition to any other provisions required hereby, a provision that the policy shall not be changed, canceled or reduced. As a condition precedent to the making of Final Payment, Contractor shall furnish BPCA with a certified copy of the completed operations policy.

(4) Automobile Liability Insurance as follows:

A policy covering the use in connection with the Work of all owned, non-owned and hired vehicles bearing license plates, or under the circumstances that such vehicles are being used they are required by the Motor Vehicle Laws of the State of New York to bear license plates. The coverage under such policy shall not be less than the following limits:

Combined Single Limits,

Bodily Injury and Property Damage Liability

(\$\$\$\$\$) per each occurrence.

(5) Marine Protection and Indemnity insurance of not less than [amount] per occurrence, if Contractor or any of its Subcontractors utilizes floating equipment, barges or floats, or performs marine-related construction, covering any and all claims for personal injury, death and property damage arising out of or in connection with this Agreement.

(6) Pollution Liability Insurance, on an occurrence basis, providing coverage for bodily injury liability, property damage or environmental damage caused by pollution conditions with a limit of liability of not less than [amount] per occurrence and in the aggregate. The policy shall include coverage for environmental clean-up on land, in air and on water. The policy shall include coverage for completed operations for two (2) years after the completion of the performance of the Work, gradual and sudden and accidental pollution coverage, with a time element of no less than seven (7) days' notice and thirty (30) days' reporting. The policy shall not contain a sunset provision, or any other provision, which would prohibit the reporting of a claim and the subsequent defense and indemnity that would normally be provided by the policy. The policy shall provide transportation coverage for the hauling of hazardous materials from the Project Site to the final disposition location.

(7) Vessel Pollution Liability Insurance, on an occurrence basis, providing coverage for bodily injury liability, property damage or environmental damage caused by pollution conditions, emanating from any floating equipment, barges or floats, utilized by Contractor or Subcontractors in the performance of Marine related construction, with a limit of liability of not less than [amount] per occurrence and in the aggregate. The policy shall include coverage for environmental clean-up on land, in air and on water.

(8) Contractor shall secure, pay for, and maintain Property Insurance necessary for protection against the loss of owned, borrowed or rented equipment, tools and materials used in Contractor's performance of the Work. The requirement to secure and maintain such insurance is solely for the benefit of Contractor. Contractor's failure to secure such insurance or to maintain adequate levels of coverage shall not render BPCA or any other Additional Insureds, or their agents and employees, responsible for any such losses, and Owner, the other Additional Insureds, and their agents and employees shall have no such liability.

(9) Valuable Papers Insurance insuring, for the benefit of Contractor and BPCA all plans, designs, drawings, specifications, and documents used under this Agreement by Contractor in a total amount of not less than [\$\$\$\$\$] Contractor may furnish full coverage under one policy, or may submit separate policies from any Subcontractor(s) for their proportionate shares of such coverage.

(10) Comprehensive Crime/Employee Dishonesty Insurance in a reasonable amount or an amount which is customary in the applicable industry, trade or profession.

(11) If the Work involves the removal, repair, installation or testing of underground petroleum storage tanks, or petroleum remediation operations, or the performance of work or services related to excavation, loading, transporting or unloading of hazardous or contaminated materials, Contractor shall provide Contractors Professional Liability Insurance with

a limit of [\$\$\$\$\$]. Coverage shall provide and encompass the following:

(i) Contractor's negligent acts, errors or omissions in rendering or failing to render services of an engineering or consulting nature arising out of their environmental engineering or consulting.

(ii) Maximum self-insured retention of [\$\$\$\$\$], or an amount acceptable to BPCA.

(12) Umbrella Liability Insurance [excess of general liability, automobile liability, Marine protection and indemnity, pollution liability, vessel pollution liability and Employer's Liability] in an amount of not less than [amount].

(g) The insurance required under subsections 13.1(f) 3, 4 [and 5] shall be of a type which shall protect Contractor and Subcontractors, respectively, against damage claims which may arise from operations under this Agreement, whether such operations be by the insured or by anyone directly or indirectly employed by the insured. Each of the aforesaid policies shall provide that the insurance company or an attorney approved and retained by the insurance company shall defend any suit or proceeding against BPCA or any officers, agents or employees of BPCA whether or not such suit is groundless, false or fraudulent. Notwithstanding the foregoing, BPCA shall have the right to engage its own attorneys for the purpose of defending any suit or proceeding against it or its respective officers, agents or employees, and, in such event, Contractor shall, indemnify BPCA for all attorneys' fees and disbursements and other costs incurred by it arising out of, or incurred in connection with, any such defense. The said insurance shall name BPCA, BPCPC, the State of New York, Construction Manager and Architect as additional insureds as respects this location and shall, where applicable, be written on an occurrence basis and shall contain a provision that it is primary and that any similar insurance which BPCA, BPCPC, the State of New York, Construction Manager, Architect, Contractor or Subcontractor elect to carry for their own benefit is secondary or excess and not contributing insurance.

(h) BPCA, at BPCA's cost and expense, may, at its sole option, procure and maintain such insurance as shall in the opinion of BPCA, protect BPCA from contingent liability of BPCA to others for damages arising from bodily injury, including death and property damages which may arise from operations under this Agreement. The procurement and maintenance of such insurance by BPCA shall not in any way be construed or be deemed to relieve Contractor from, or to be a limitation on the nature or extent of, such obligations and risk.

(i) BPCA shall, at all times during the period of construction and until completion and Final Acceptance of the Work procure and maintain at the cost and expense of BPCA "**Builders Risk**" insurance, or its functional equivalent, against direct physical loss or damage to the Work and on all Materials to be made a part of the Work in the names of BPCA, Construction Manager, Contractor and Subcontractors, said amount of insurance to be procured and maintained on a one hundred percentage (100%) completed value basis on the insurable portion of the Work, which insurance shall contain a deductible provision for all losses except flood and earthquake in the amount of TEN THOUSAND DOLLARS (\$10,000) and a deductible provision for flood and earthquake in the amount of TEN THOUSAND DOLLARS (\$10,000). BPCA recognizes that the deductible applicable to flood and earthquake may be greater than TEN THOUSAND DOLLARS

(\$10,000) due to insurance market conditions and shall notify Contractor if such deductible is greater than TEN THOUSAND DOLLARS (\$10,000). Losses up to and including the amounts of such deductible provisions shall be borne by Contractor. The insurance specified above may, in certain instances, include other parties as named insureds, as the interests of such parties may appear. Loss, if any, is to be made adjustable with and payable to BPCA on behalf and for the named insureds as the interests of such insureds may appear. BPCA shall, in BPCA's sole discretion, have power to adjust and to settle with the insureds any loss or claim under such insurance. The above is not intended to be a complete, full or accurate description of the coverage provided by the policies of insurance, copies of which are on file with BPCA. This subsection (i) is not intended to create or give any rights to Contractor or Subcontractors other than those which may be made available to such Contractors or Subcontractors under the terms of such policies. BPCA assumes no obligation to obtain insurance other than that evidenced by said policies. Contractor and Subcontractors shall not violate or permit to be violated any term or condition of such policies and shall at all times satisfy the safety requirements of BPCA and of the insurance companies issuing the aforementioned policies. The Contractor shall, upon notification by BPCA, obtain such insurance at BPCA's expense on a date determined by BPCA, which date shall not be less than thirty (30) days after notice to Contractor of such determination by the BPCA.

### *13.2 Effect of Procurement of Insurance*

Neither the procurement nor the maintenance of any type of insurance by BPCA or Contractor shall in any way be construed or be deemed to limit, discharge, waive or release Contractor from any of the obligations and risks impressed upon Contractor by this Agreement or to be a limitation on the nature or extent of such obligations and risks.

### *13.3 Contract Security*

Contractor shall, if it has not already done so, furnish to BPCA, with the execution of this Agreement, to BPCA, a bond in the form acceptable to BPCA in an amount at least equal to one hundred percent (100%) of the Contract Price for performance of the Work (the "**Performance Bond**"), and a labor and material payment bond in the form acceptable to BPCA in an amount at least equal to one hundred percent (100%) of the Contract Price for the payment of all persons performing labor or providing Materials in connection with the Work (the "Payment Bond"). The surety on said bond shall be a surety company authorized to do business in the State of New York and shall be rated at last B+ by A.M. Best and Company, or meet such other requirements as are acceptable to BPCA.

### *13.4 Additional or Substitute Bond*

If at any time BPCA shall be or shall become dissatisfied with any surety or sureties then obligated upon the Performance Bond or the Payment Bond, or if for any other reason such bonds shall cease to be adequate security to BPCA, Contractor shall within five (5) days after notice from BPCA to do so, substitute an acceptable bond or bonds in such form and sum and signed by such other surety or sureties as may be satisfactory to BPCA, except that the penal sum of said bond shall not exceed the Contract Price as adjusted by Change Orders. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished such an acceptable bond or bonds to BPCA.

## **ARTICLE 14 - CLAIMS FOR EXTRA WORK**

(a) If Contractor is of the opinion that (i) any work that it has been ordered to perform is Extra Work and not Work as set forth in the Contract Documents, (ii) any action or omission of BPCA, Construction Manager or Architect is contrary to the terms and provisions of the Contract Documents and will require the performance of Extra Work or will cause additional expense to Contractor or (iii) any determination, order or directive of BPCA, Construction Manager or Architect is contrary to the terms of the Contract Documents and will require the performance of Extra Work or will cause additional expense to Contractor, Contractor shall:

(1) promptly comply with each determination, order or directive and proceed diligently with the performance of the Work in accordance with BPCA's instructions,

(2) notify BPCA, Construction Manager and Architect in writing within 72 hours of such determination, order, act or omission that Contractor believes such will require it to perform Extra Work or incur additional expense and the basis for Contractor's conclusion and request a final determination thereon by BPCA; and

(3) present to the Construction Manager for signature daily time and Material tickets to confirm quantities of Material and hours of labor in cases where Contractor is performing the Work which it considers to be Extra Work.

If BPCA determines that (x) such work is Work required to be performed hereunder and not Extra Work, (y) such action or omission is proper, or (z) such determination, order or directive is proper, Contractor, in order to reserve its right to claim compensation for or damages resulting from the performance of such work or the compliance with such determination, order or directive, must notify BPCA in writing within three (3) working days after receiving notice of BPCA's determination that it is performing such work or complying with such determination, order or directive under protest.

In addition to the foregoing, Contractor must submit to BPCA, Construction Manager and Architect within thirty (30) days after it has performed such work or complied with such determination, order or directive, a detailed statement of the extra expense claimed to have been incurred and of any claimed damages resulting from the performance of such work or the compliance with such determination, order or directive.

(b) No claim for Extra Work shall be allowed unless the same was done pursuant to written order approved in writing by BPCA. Contractor's failure to comply with any provision of this Article:

(1) shall constitute a conclusive and binding determination on the part of Contractor that such action, omission, determination, order or directive does not involve Extra Work, has not caused extra expense or damages to Contractor, and is not contrary to the terms and provisions of the Contract Documents; and

(2) shall constitute an irrevocable waiver by Contractor of any claim for compensation for or damages resulting from the performance of such work or the compliance with

such determination, order or directive.

(c) The value of claims for Extra Work, if allowed, shall be determined by the methods described in Section 9.2(a).

## **ARTICLE 15 - TERMINATION**

### *15.1 Termination for Cause*

(a) If any of the following events shall occur (an “**Event of Default**”) then BPCA or Construction Manager may serve written notice upon Contractor and upon Contractor’s surety, if any, terminating this Agreement at a specified date. The notice shall contain the reasons for termination but shall not be effective to terminate this Agreement if Contractor cures all Events of Default stated in the notice prior to the date specified in the notice of termination.

(1) Contractor shall violate any substantial provision of this Agreement, including, without limitation, by failing to maintain the Progress Schedule for the Project or Progress Schedule for the Work then in effect in accordance with, or failing to discharge any of its responsibilities under, Section 3.1(d) hereof, including abandonment of the Work by Contractor, or by failing to indemnify and hold harmless BPCA (as required by Sections 3.1(e), 3.2, 17.5, 21.1, 21.2, 22(c) or any other provision of this Agreement) from and against any and all claims, liabilities, losses, costs or damages arising out of Contractor’s performance of, or failure to perform, its obligations under this Agreement in accordance with its terms, or if the Contractor fails to maintain the insurance required by the provisions of Section 13; or

(2) any material adverse change shall take place in the financial condition of the Contractor;

(3) Contractor takes any action which would result in it becoming the subject of any insolvency proceeding. The term “insolvency proceeding” as used herein shall include the filing of a petition for relief under Title 11 of the United States Code by Contractor or the consent, acquiescence or taking of any action by Contractor, or the filing by or against Contractor of petition or action, looking to or seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any other regulation; or the appointment, with or without the consent of Contractor, of any trustee, custodian, receiver or liquidator of Contractor or of any property or assets of Contractor; or Contractor’s making of an assignment for the benefit of creditors or its inability to pay its debts as they become due;

(4) Contractor misrepresented or omitted information in its submission of the Statement of Qualifications of Contractor submitted by Contractor to BPCA in connection with this Agreement; or

(5) any partner, principal, director, officer or shareholder owning in excess of five percent (5%) of the stock of Contractor shall have been convicted of a felony.

(b) Upon the occurrence of an Event of Default, at BPCA’s option exercised by written notice to Contractor, title to any or all of Contractor’s Materials, equipment, work product, work in process and dies and tools, whether on the Site or off site, which are necessary or useful in

completing the Work shall vest in BPCA and BPCA may take possession of and utilize the same for completion of the Work; provided that title to such items shall revert to Contractor upon effectuation of a cure of the Event of Default prior to the termination of this Agreement. If no cure has been effected, this Agreement has been terminated and BPCA has taken possession of the same, then after BPCA has taken possession and the Work shall have been completed by or on behalf of BPCA, BPCA shall pay to Contractor, in respect to the items for which title has vested in BPCA, an amount equal to the sum of:

- (1) the direct costs of Contractor for such Materials and Work in progress, and
- (2) the depreciated book value of such tools and dies less, if BPCA elects to return the tools and dies to Contractor, the salvage value thereof. BPCA shall have the right to set off against such payment due to Contractor any amounts then due and payable by Contractor to BPCA which may accrue as damages owing by Contractor to BPCA under the terms of this Agreement. Contractor shall execute any further documents (including Form UCC-1 Financing Statements to give public notice of the potential ownership interest of BPCA as set forth herein) required by BPCA to confirm the terms of this subsection 15.1(b).

(c) Upon termination of this Agreement, BPCA shall have the right, in addition to all other rights and remedies, to complete or have the Work completed by such means and in such manner, by contract or otherwise, with or without public letting as permitted by law, as BPCA deems advisable. BPCA may deduct any loss it incurs thereby from any payment then or thereafter due to Contractor without prejudice to any other remedy BPCA may have.

(d) Immediately upon termination in accordance with the provisions of this Section, each and every Subcontract and Purchase Order entered into by Contractor shall, at BPCA's option, be automatically assigned to BPCA, and Contractor shall insert a provision to this effect in all Subcontracts and Purchase Orders.

(e) Contractor shall, upon the date when such termination shall take effect, promptly notify the union or unions, if any, having jurisdiction over the work by its employees that it releases the Project and consents that the Work be performed by others and Contractor expressly authorizes BPCA to notify the union or unions of such release in the name of Contractor. The failure, neglect or refusal of Contractor to issue such release or the disclaimer by it of the effectiveness of the release issued by BPCA shall subject Contractor to all damages sustained by BPCA.

(f) If this Agreement shall have been terminated by BPCA pursuant to this Section 15.1 and it shall be finally determined by BPCA or a court of competent jurisdiction that adequate grounds for such termination did not exist, then such termination shall be deemed a termination for convenience of BPCA under Section 15.2 hereof and the sole right, remedy and recourse of Contractor against BPCA shall be governed and determined by Section 15.2 hereof.

### *15.2 Termination for Convenience of BPCA*

(a) BPCA, at any time, may terminate this Agreement for its own convenience. Any such termination shall be effected by delivering to Contractor a notice of termination specifying the extent to which performance of Contractor's Work under the Contract is terminated and the date upon which such termination becomes effective. Upon receipt of the notice of termination,



Contractor shall:

- (1) stop work under this Agreement on the date specified in the notice of termination;
- (2) place no further Purchase Orders or Subcontracts for Materials, services or facilities;
- (3) unless directed otherwise by BPCA, terminate all Purchase Orders and Subcontracts;
- (4) assign to BPCA, in the manner, at the times, and to the extent directed by Construction Manager, all of the right, title and interest of Contractor under the Purchase Orders and Subcontracts so terminated, in which case BPCA shall have the right, in its sole discretion, to settle or pay any or all claims arising out of the termination of such Purchase Orders and Subcontracts;
- (5) to the extent required by Construction Manager, settle all outstanding liabilities and all claims arising out of such termination of Purchase Orders and Subcontracts, with the approval or ratification of Construction Manager, which approval or ratification shall be final for all the purposes of this Section 15.2;
- (6) transfer title to BPCA and deliver in the manner, at the time, and to the extent, if any, directed by the Construction Manager (i) the fabricated or unfabricated parts, Work in process, completed Work, supplies, and other Material produced as a part of, or acquired in connection with the performance of, the Work terminated by the notice of termination, and (ii) the completed or partially completed plans, drawings, work product, information and other property, which if this Agreement had been completed, would have been required to be furnished to BPCA; and
- (7) take such action as may be necessary, or as the Construction Manager may direct, for the protection and preservation of the property related to this Agreement which is in the possession of Contractor and in which BPCA has or may acquire an interest.

(b) In the event of a termination of this Agreement pursuant to this Section 15.2, Contractor shall be paid by BPCA only the apportioned Contract Price for Work installed, the fair and reasonable value of Materials stored on the Site and under order for which Contractor is responsible for payment, less any sums properly deductible by BPCA, except that in no event shall Contractor be entitled to compensation in excess of the total Contract Price.

### *15.3 Suspension of Work*

(a) BPCA may at any time and for any reason direct Contractor to suspend, stop, or interrupt the Work or any part thereof for a period of time. Such direction shall be in writing and shall specify the period during which the Work is to be stopped. Upon receipt of a direction of suspension, Contractor shall, as soon as practicable, cease performance of the Work as ordered and take immediate affirmative measures to protect the Work from loss or damage. Contractor shall resume the Work upon the date specified in such direction or upon such other date as BPCA

may thereafter specify in writing.

(b) The period during which the Work shall have been suspended, stopped or interrupted may, if warranted, be added to the time fixed for performance. A suspension, stoppage or interruption of the Work pursuant to this provision shall not give rise to any claim against BPCA for additional compensation.

## **ARTICLE 16 - COMPOSITE DRAWINGS AND COOPERATION**

Where Contractor shall perform Work in close proximity to work of other contractors or subcontractors, or where there is evidence that Contractor's Work may interfere with work of other contractors, or subcontractors, Contractor shall assist in arranging space conditions to make satisfactory adjustment for the performance of such work and the Work. Contractor shall prepare composite scale working drawings and specifications as directed by Construction Manager, clearly showing how Contractor's Work is to be performed in relation to work of other contractors or Subcontractors. Such direction may include the following: the scale of the drawings, where the drawings are to be drafted, the number of prints or reproduces, and the requirement of attendance at meetings. The determination as to who shall provide the composite drawings and the contents of the same shall rest exclusively with Construction Manager. Upon request by Construction Manager, Contractor shall sign and be bound by such composite drawings. Such signature shall indicate Contractor's acknowledgment that such drawing is acceptable as related to its Work covered or included in such drawing. If Contractor performs the Work in a manner that causes interference with the work of other contractors, or Subcontractors, Contractor shall make the changes necessary to correct the condition as directed by Construction Manager.

## **ARTICLE 17 - PROTECTION OF RIGHTS, PERSONS AND PROPERTY**

### *17.1 Accident Prevention*

Contractor shall at all times take every precaution against injuries to persons or damage to property and for the safety of persons engaged in the performance of the Work.

### *17.2 Safety Programs*

Contractor shall be responsible for the initiation, maintenance and supervision of safety precautions and programs as prescribed by Construction Manager in connection with the Work.

### *17.3 Protection of Work and Property*

(a) Contractor shall at all times guard BPCA's property from injury or loss in connection with the Work. Contractor shall at all times guard and protect the Site, the Work and adjacent property. Contractor shall replace or make good any such loss or injury unless such loss or injury is caused directly by BPCA.

(b) Contractor shall have full responsibility to install, protect and maintain all Materials in proper condition and forthwith repair, replace and make good any damage thereto until Final Acceptance of the Work.

(c) No provision is included for stresses or loads imposed by construction operations. If Contractor desires to place such loads in excess of the design load (as shown on the Drawings or Specifications), Contractor shall submit to Architect drawings and calculations prepared by, and bearing the seal of a professional engineer, showing the proposed method for supporting such loads, for Architect's review and approval. No loading of any kind in excess of design loads shall be placed on any part of the Project prior to Architect's approval of such submitted drawings and calculations. The costs of the Architect's review shall be reimbursed to BPCA by Contractor.

(d) Contractor shall be responsible for all cutting, fitting or patching that may be required to complete the Work, to make its several parts fit together properly and to make the Work fit together properly with previous and surrounding work. The requirement to cut, fit or patch shall be determined by Construction Manager; provided, that structural elements of the Project shall not be cut, patched, or otherwise altered or repaired without prior authorization by BPCA. Authorization to proceed with remedial operation on any damaged or defective element or portion of the Project shall not constitute a limitation or a waiver of BPCA's, Construction Manager's or Architect's right to require the removal and replacement of any Work which fails to fulfill the requirements of the Contract Documents.

#### *17.4 Adjoining Property*

Contractor shall protect all adjoining property and shall repair or replace any such property damaged or destroyed during the progress of the Work.

#### *17.5 Risks Assumed by Contractor*

(a) Contractor solely assumes the following risk whether such risk arises from acts or omissions (whether negligent or not and whether supervisory or otherwise) of BPCA, Construction Manager, of Architect or Contractor, of any Subcontractor, of any Materialman, of third persons or from any other cause, including unforeseen obstacles and difficulties which may be encountered in the prosecution of the Work, whether such risk is within or beyond the control of Contractor and whether such risk involves any legal duty, primary or otherwise, imposed upon BPCA:

The risk of loss or damage, direct or indirect, of whatever nature, to the Work or to any Materials furnished, used, installed or received by BPCA, Contractor or any Subcontractor, Materialmen or workmen performing services or furnishing Materials for the Work, whether such Work or Materials are stored at the Site or at an offsite location in accordance with Section 5.4 hereof. Contractor shall bear such risk of loss or damage until Final Acceptance of the Work by BPCA or until completion of such Materials or removal of such Materials from the Site following a determination that they will no longer be needed for the Project and delivery to the location at which they are to be subsequently stored or disposed of, whichever event occurs last. A portion of the risk of such loss or damage may be insured against under the terms of a "builder's risk" insurance policy maintained in the name of Contractor, among others, as described in Section 13.1(i). Notwithstanding the status of any actual or potential recovery or claim under the said "builder's risk" insurance policy, in the event of any loss or damage, Contractor immediately shall repair, replace or make good any such loss or damage.

(b) Contractor shall not, without obtaining express advance permission of BPCA, raise

any defense involving in any way the: (i) jurisdiction of any court in which BPCA brings an action arising under this Agreement, (ii) the governmental nature of BPCA, or (iii) the provisions of any statutes respecting suits against BPCA.

(c) Contractor's obligations under this Article 17 shall not be deemed waived, limited or discharged by the enumeration or procurement of any insurance for liability for damages.

(d) Neither Final Acceptance of the Work nor any payment made hereunder shall release Contractor from Contractor's obligations under this Article 17. The enumeration elsewhere in this Agreement of particular risks assumed by Contractor or of particular claims for which Contractor is responsible shall not be deemed to limit the effect of the provisions of this Article 17 or to imply that Contractor assumes or is responsible for only risks or claims of the type enumerated; and neither the enumeration in this Article 17 nor the enumeration elsewhere in this Agreement of particular risks assumed by Contractor of particular claims for which Contractor is responsible shall be deemed to limit the risks which Contractor would assume or the claims for which Contractor would be responsible in the absence of such enumerations.

(e) The Contractor is advised that the Work under this Agreement may impose certain obligations and requirements mandated by the U.S. Department of Labor Occupational Safety and Health Administration regulations, Title 29 CFR Part 1926.62 Lead Exposure in Construction, relative to the potential exposure to lead by its employees. The Contractor assumes entire responsibility and liability for complying fully in all respects with these regulations.

(f) Contractor agrees that any unsatisfied claims of the BPCA arising from Contractor's obligations under this Article 17 or Article 13 (Insurance) may be offset or deducted by BPCA from any payments due to Contractor hereunder.

#### **ARTICLE 18 - USE PRIOR TO ACCEPTANCE BY BPCA**

(a) If before Final Acceptance of Work, BPCA desires to use the Site or any part thereof that is completed or partly completed, or to place or install therein or thereon equipment, BPCA shall have the right to do so, and Contractor shall in no way interfere with or object to such use by BPCA.

(b) Such use shall not (1) constitute acceptance of space, systems, Materials or elements of the Work, (2) affect the start of any guaranty period, nor (3) affect the obligations of Contractor to complete the Work in accordance with the requirements of this Agreement or other obligations of Contractor under the Contract Documents.

(c) Contractor shall continue the performance of the Work in a manner that shall not unreasonably interfere with such use by BPCA.

#### **ARTICLE 19 - EXEMPTION FROM SALES AND COMPENSATING USE TAXES**

##### *19.1 BPCA Exempt*

BPCA is exempt from payment of sales and compensating use taxes of the State of New York and of cities and counties thereof on all Materials that will become an integral component of

the completed Project pursuant to this Agreement.

### *19.2 Certificates*

Contractor shall obtain and cause Subcontractors and Materialmen to obtain any and all necessary certificates or other documentation from the appropriate governmental agency or agencies, and use such certificates or other documentation as required by law, rule or regulations to obtain said tax exemption.

## **ARTICLE 20 - WARRANTIES AND GUARANTIES**

### *20.1 In General*

(a) Contractor guarantees that all Work performed and all Materials furnished will conform to the Contract Documents as to kind, quality, functions, design and characteristics of material and workmanship. Contractor shall remove, replace and repair, at its sole cost and expense, all defects in workmanship, Materials, ratings, capacities, or design characteristics occurring in or to the Work including, without limitation, any portion of the Work furnished or performed by any Subcontractor or Materialman, within one year from the date of Final Acceptance. Contractor guarantees that all Work performed and all Materials furnished will conform to the Contract Documents as to kind, quality, functions, design and characteristics of material and workmanship. Contractor hereby acknowledges that BPCA may be required to incur substantial expense if correction of the Work is required particularly if such correction involves the uncovering, removal or replacement of concrete, wiring and piping installed at the Site. If Contractor shall fail to reimburse BPCA for any such expense which may become payable as provided in this paragraph, BPCA shall be entitled to deduct such expense from any payments required to be made by BPCA to Contractor pursuant to this Agreement. Contractor, upon demand, shall pay for any and all damage to any Work affected by or from such defects and all expenses necessary to remove, replace and repair such Work that may be damaged in removing, replacing or repairing such defects.

(b) The benefits of this Article 20 shall inure to the benefit of BPCA and its respective successors and assigns. In addition, any bond or guaranty that may be required of Contractor or any Subcontractor or Materialman under the Contract Documents shall inure to the benefit of BPCA and its respective successors and assigns.

(c) The rights and remedies afforded BPCA under this Section are in addition to and not in lieu of and do not in any way affect, change, alter, modify, vary or prejudice any right, remedy or recourse that BPCA may have under other provisions of this Agreement or pursuant to law.

### *20.2 Additional Guaranties*

In addition to the general guaranty set forth in Section 20.1, any other guaranties set forth in the Contract Documents shall be applicable.

### *20.3 Repair by Another*

If BPCA has requested Contractor to correct any Work and Contractor shall not have completed any correction of the Work as shall be required pursuant to this Article 20 within ten (10) working days after receipt of written notice from BPCA specifying the defect or damage required to be removed, replaced or repaired, or if such defect or damage is of such a nature that it cannot be completely removed, repaired and replaced within such ten (10) day period and Contractor shall not have diligently commenced removing, repairing and replacing such defect and damage within such ten (10) day period or shall not thereafter with reasonable diligence and in good faith proceed to do such work, BPCA may employ such other person, firm or corporation as it may choose, to perform such removal, replacement and repair, and Contractor shall, upon demand, pay to BPCA all amounts that BPCA expends for such removal, replacement and repair.

## **ARTICLE 21 - INDEMNITY**

### *21.1 Delay or Failure*

Contractor and its sureties shall be responsible for and pay to BPCA, all loss, damage and additional cost incurred by reasons or on account of (i) the unexcused delays of Contractor (determined as set forth in Section 3.1 hereof) or (ii) Contractor's failure to fully and completely carry out the terms of this Agreement.

### *21.2 Inventions*

In addition to the indemnity set forth in Section 17.5(a), Contractor shall indemnify and hold BPCA harmless from all claims, demands or liabilities of any kind or nature, including costs and expenses, for or on account of any patented or unpatented plan, design, invention, article, arrangement, appliance, Material, or preparation, manufactured, used or followed in the performance of or incident to the Work hereunder, and shall defend any and all actions arising out of the same. In the event of any injunction or legal action by reason thereof, which shall operate to stop or retard the Work, BPCA shall have the right to substitute such other articles of like kind as will enable it to complete the Project, and all costs and expenses occasioned thereby shall be borne by Contractor.

### *21.3 Liability*

To the fullest extent allowed by law, Contractor shall hold BPCA, BPCPC, the State of New York, Construction Manager and Architect and their servants, agents and employees harmless from and shall indemnify them against any and all liability, loss, cost, damage or expense, including attorneys' fees, by reason of claims of Contractors employees or employees of its Subcontractors or Materialmen for injuries or death or by reason of claims of any other person or persons, including BPCA, BPCPC, the State of New York, Construction Manager, and Architect and their servants, agents or employees, for injuries to person or property or for death occasioned in whole or in part by any act or omission of Contractor, its Subcontractors and Materialmen and their servants, agents and employees whether or not it is contended that BPCA contributed thereto or was responsible therefor by reason of nondelegable duty. If, however, this indemnification is limited by applicable law, then the said indemnification hereby shall be similarly limited to conform with such law, it being the intention that this indemnification shall be as permitted by applicable law. BPCA may retain any monies due or to become due hereunder sufficient to

indemnify BPCA, BPCPC, the State of New York, Construction Manager, and Architect and their servants, agents and employees against such injuries, claims, suits, actions, costs or damages should any such claim arise. Contractor shall, at the sole option of BPCA and upon written demand of BPCA, assume the defense in behalf of BPCA, BPCPC, the State of New York, Construction Manager, and Architect or their servants, agents or employees of any action or proceeding commenced against them whether or not Contractor is named as a party therein as part of Contractor's aforementioned obligation to indemnify and hold them harmless.

## **ARTICLE 22 - PATENTS AND ROYALTIES**

(a) In the prosecution of the Work, Contractor will not use or furnish any patented appliance, article, device or method of construction unless it has authorization for such use. Contractor shall pay all royalty and license fees.

(b) Any approval of Materials by Architect shall be construed merely as an approval of their adequacy for the Work.

(c) Contractor will be responsible for all claims against BPCA for the infringement of any patents. Contractor shall defend all suits and claims for infringement of any patent rights and shall indemnify and hold BPCA harmless from loss on account thereof. Any expenses incurred by Contractor in connection with suits and claims will not offset the Contract Price.

(d) Contractor hereby and presently grants to BPCA an irrevocable and non-exclusive license to utilize all of the Contractor's rights in and to all:

- (1) United States patents and patents registered in any other foreign country;
- (2) proprietary knowledge, data and trade secrets; and
- (3) Engineering data and information necessary in connection with and solely in connection with, all work performed by BPCA or other contractors hired by BPCA to complete the work after termination of this Agreement pursuant to Section 15.1.

Each Purchase Order and Subcontract shall contain a similar clause with respect to the rights of Subcontractor and Materialman in and to the foregoing, in form and substance acceptable to BPCA, granting BPCA the aforesaid license. BPCA shall not be obligated to pay any royalties, license fees or any other consideration to Contractor or any Subcontractor or Materialman for this license. Contractor and each Subcontractor and Materialman shall execute a separate license agreement, in form and substance satisfactory to BPCA, concurrently with the execution of this Agreement, or any Subcontract or Purchase Order, or within ten (10) days thereafter, embodying the terms of this Section. On request, Contractor and each Subcontractor and Materialman shall furnish BPCA with copies of all related Engineering and technical data required to complete the work.

## **ARTICLE 23 - AS-BUILT DRAWINGS**

(a) Contractor shall be furnished by BPCA, at BPCA's expense, with one physical set

and two electronic copies (on disk) of 48" x 36" Drawings, on which Contractor, where applicable, shall record the installation of underground utilities, concealed piping, concealed valves and control equipment and record changes in the Work. Such recording shall be kept current and include final and actual sizes as well as the location and elevation of the above figures and offset distances in feet and inches to permanent surface improvements such as buildings, retaining walls or curbs. During the progress of the Work, at the request of Construction Manager and prior to the approval of any Requisition of Contractor, Contractor shall provide a 48" x 36" PDF to BPCA of the up to-date Drawings showing the Work as installed. At completion of the Work, Contractor shall complete, sign and date the 48" x 36" physical set of Drawings and deliver it to Architect.

(b) After review by Architect and return to Contractor for any required changes, Contractor shall furnish to BPCA, at Contractor's expense, at least one physical set and two electronic copies (on disk) of 48" x 36" final Drawings.

## **ARTICLE 24 - SHOP DRAWINGS AND SAMPLES**

### *24.1 Contractor Submittal*

Contractor shall submit to Construction Manager the shop drawings, Product Data and Samples required by the Contract Documents and shall adhere to all submittal and scheduling requirements with respect thereto. After review of such shop drawings, Product Data and Samples by Construction Manager and their approval by Architect, each of such items shall be returned in accordance with the procedures established therefor.

### *24.2 Contractor's Responsibility*

Architect's approval of shop drawings, Product Data and Samples shall not relieve Contractor of responsibility for and deviation from the requirements of the Contract Documents. Contractor shall be responsible for the accuracy of the shop drawings, Product Data and Samples and for the conformity of Documents unless Contractor has notified Architect of the deviation in writing at the time of submission and has received from Architect written approval by separate letter of the specified deviations. Architect's approval shall not relieve Contractor of responsibility for errors or omissions in the shop drawings, Product Data or Samples.

## **ARTICLE 25 – NOTICES**

Whenever it is provided herein that notice, demand, request, consent, approval or other communication shall or may be given to, or served upon, either of the parties by the other, or whenever either of the parties desires to give or serve upon the other any notice, demand, request, consent, approval or other communication with respect hereto, each such notice, demand, request, consent, approval or other communication shall be in writing and shall be effective for any purpose only if given or served by hand with proof of delivery, by delivery by an overnight courier service which obtains receipts, or by mailing the same by express or certified mail, postage prepaid, return receipt requested, addressed to:

(a) if to BPCA:

Battery Park City Authority



Attn: [Name], [Title]  
200 Liberty Street, 24th Fl  
New York, NY 10281

with a copy to: General Counsel, at the same address

or to such other address as BPCA may from time to time designate in the manner set forth above.

- (b) if to Contractor:

[Company]  
Attn: [Name], [Title]  
[Street Address]  
[City, State, Zip]

or to such other addresses as Contractor may from time to time designate in the manner set forth above.

- (c) if to Construction Manager

[Company]  
Attn: [Name], [Title]  
[Street Address]  
[City, State, Zip]

or to such other addresses as the Construction Manager may from time to time designate in the manner set forth above.

- (d) if to Architect/Engineer/etc.

[Company]  
Attn: [Name], [Title]  
[Street Address]  
[City, State, Zip]

or to such other addresses as Architect or Engineer may from time to time designate in the manner set forth above.

Every notice, demand, request, consent, approval or other communication hereunder shall be deemed to have been given or served (i) in the case of express or certified mail, on the date the receipt is dated by the Post Office or express mail carrier, as the case may be, and (ii) in the case of notice by hand or by overnight courier service, upon delivery, as evidenced by a signed receipt.

## **ARTICLE 26 – EMPLOYMENT AND DIVERSITY**

### *26.1 Participation by Minority and Women-Owned Business Enterprises*

(a) General Provisions

(1) Owner is required to implement the provisions of New York State Executive Law Article 15-A and Parts 140-145 of Title 5 of the New York Codes, Rules and Regulations (“NYCRR”) for all contracts, as defined therein, with a value (1) in excess of \$25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of \$100,000 for real property renovations and construction.

(2) Contractor agrees, in addition to any other nondiscrimination provision herein and at no additional cost to Owner, to fully comply and cooperate with Owner in the implementation of New York State Executive Law Article 15-A and the regulations promulgated thereunder. These requirements include equal employment opportunities for minority group members and women (“EEO”) and contracting opportunities for New York State-certified minority and women-owned business enterprises (“MWBEs”). Contractor’s demonstration of “good faith efforts” pursuant to 5 NYCRR § 142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the “Human Rights Law”) and other applicable federal, state, and local laws.

(3) Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, non-responsibility and/or a breach of contract, leading to the assessment of liquidated damages pursuant to Section 26.1(g) and such other remedies as are available to Owner.

(b) Contract Goals

(1) For purposes of this Contract, Owner hereby establishes an overall goal of XX% for MWBE participation, XX% for New York State-certified minority-owned business enterprise (“MBE”) participation and XX% for New York State-certified women-owned business enterprise (“WBE”) participation (collectively, “MWBE Contract Goals”) based on the current availability of MBEs and WBEs.

(2) For purposes of providing meaningful participation by MWBEs on the Agreement and achieving the MWBE Contract Goals established in Section 26.1(b)(1) hereof, Contractor should reference the directory of MWBEs at the following internet address: <https://ny.newnycontracts.com>.

(3) Additionally, Contractor is encouraged to contact the Division of Minority and Women’s Business Development at (212) 803-2414 to discuss additional methods of maximizing participation by MWBEs on this Agreement.

(4) Contractor understands that only sums paid to MWBEs for the performance of a commercially useful function, as that term is defined in 5 NYCRR § 140.1, may be applied towards the achievement of the applicable MWBE participation goal. [FOR CONSTRUCTION CONTRACTS – The portion of a contract with an MWBE serving as a supplier that shall be deemed to represent the commercially useful function performed by the MWBE shall be 60% of the total value of the contract. The portion of a contract with an MWBE serving as a broker that shall be deemed to represent the commercially useful function performed by the MWBE shall be the monetary value for fees, or the markup percentage, charged by the MWBE]. [FOR ALL

OTHER CONTRACTS - The portion of a contract with an MWBE serving as a broker that shall be deemed to represent the commercially useful function performed by the MWBE shall be 25% of the total value of the contract.]

(5) Contractor must document “good faith efforts,” pursuant to 5 NYCRR § 142.8, to provide meaningful participation by MWBEs as Subcontractors and suppliers in the performance of this Agreement. Such documentation shall include, but not necessarily be limited to:

- (A) Evidence of outreach to MWBEs;
- (B) Any responses by MWBEs to Contractor’s outreach;
- (C) Copies of advertisements for participation by MWBEs in appropriate general circulation, trade, and minority or women-oriented publications;
- (D) The dates of attendance at any pre-bid, pre-award, or other meetings, if any, scheduled by Owner with MWBEs; and,
- (E) Information describing specific steps undertaken by Contractor to reasonably structure the Work to maximize opportunities for MWBE participation.

(c) Equal Employment Opportunity (“EEO”)

(1) The provisions of Article 15-A of the Executive Law and the rules and regulations promulgated thereunder pertaining to equal employment opportunities for minority group members and women shall apply to this Agreement.

(2) In performing the Agreement, Contractor shall:

(A) Ensure that each Contractor and Subcontractor performing work on the Agreement shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.

(B) Contractor shall submit an EEO policy statement to Owner within seventy-two (72) hours after the date of the notice by Owner to award the Agreement to Contractor.

(C) If Contractor, or any of its Subcontractors, does not have an existing EEO policy statement, Owner may require Contractor or Subcontractor to adopt a model statement (see Exhibit D – Equal Employment Opportunity Policy Statement).

(D) Contractor’s EEO policy statement shall include the following language:

(i) Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability, or marital status, will undertake or continue existing EEO programs to ensure that minority group

members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force.

(ii) Contractor shall state in all solicitations or advertisements for employees that, in the performance of the contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(iii) Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of Contractor's obligations herein.

(iv) Contractor will include the provisions of Sections 26.1(c)(2)(D)(i) through (iii), which provides for relevant provisions of the Human Rights Law, in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each Subcontractor as to the Work.

**[PLEASE NOTE THAT THIS REQUIREMENT “C” IS ONLY APPLICABLE WHERE A STATE AGENCY EXPECTS TO ENTER INTO A STATE CONTRACT WITH A TOTAL EXPENDITURE IN EXCESS OF \$250,000. NOTE: THIS LANGUAGE SHOULD BE DELETED FROM THE FINAL CONTRACT]**

(3) Staffing Plan. To ensure compliance with this Section, Contractor shall submit a staffing plan to document the composition of the proposed workforce to be utilized in the performance of the Agreement by the specified categories listed, including ethnic background, gender, and Federal occupational categories. Contractor shall complete the staffing plan form (<https://www.ogs.ny.gov/MWBE/Docs/EEO100.docx>) and submit it as part of their bid or proposal or within a reasonable time, as directed by Owner.

**WORKFORCE UTILIZATION REPORTS SHALL BE COLLECTED ON A MONTHLY BASIS FOR CONSTRUCTION CONTRACTS AND A QUARTERLY BASIS FOR ALL OTHER CONTRACTS. NOTE: THIS LANGUAGE SHOULD BE DELETED FROM THE FINAL CONTRACT]**

(4) Workforce Utilization Report

(A) Contractor shall submit a Workforce Utilization Report ([https://its.ny.gov/sites/default/files/documents/eeo\\_workforce\\_utilization\\_report.xlsx](https://its.ny.gov/sites/default/files/documents/eeo_workforce_utilization_report.xlsx)) and shall require each of its Subcontractors to submit a Workforce Utilization Report, in such form as shall be required by Owner on a monthly/quarterly basis during the term of this Agreement.

(B) Separate forms shall be completed by Contractor and any Subcontractors.

(C) Pursuant to Executive Order #162, Contractors and Subcontractors are also required to report the gross wages paid to each of their employees for the work performed by such employees on the contract on a monthly/quarterly basis.

(5) Contractor shall comply with the provisions of the Human Rights Law, and all other State and Federal statutory and constitutional non-discrimination provisions. Contractor and its Subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

(d) MWBE Utilization Plan

(i) Contractor represents and warrants that Contractor has submitted an MWBE Utilization Plan, or shall submit an MWBE Utilization Plan at such time as shall be required by Owner, through the New York State Contract System (“NYSCS”), which can be viewed at <https://ny.newnycontracts.com>, provided, however, that Contractor may arrange to provide such evidence via a non-electronic method to Owner, either prior to, or at the time of, the execution of the contract.

(ii) Contractor agrees to adhere to such MWBE Utilization Plan in the performance of the Work.

(iii) Contractor further agrees that failure to submit and/or adhere to such MWBE Utilization Plan shall constitute a material breach of the terms of the Agreement. Upon the occurrence of such a material breach, Owner shall be entitled to any remedy provided herein, including but not limited to, a finding that Contractor is non-responsive.

(e) Waivers

(i) If Contractor, after making good faith efforts, is unable to achieve the MWBE Contract Goals stated herein, Contractor may submit a request for a waiver through the NYSCS, or a non-electronic method provided by Owner. Such waiver request must be supported by evidence of Contractor’s good faith efforts to achieve the maximum feasible MWBE participation towards the applicable MWBE Contract Goals. If the documentation included with the waiver request is complete, Owner shall evaluate the request and issue a written notice of approval or denial within twenty (20) business days of receipt.

(ii) If Owner, upon review of the MWBE Utilization Plan, quarterly MWBE Contractor Compliance Reports described in Section 26.1(c)(iv)(C), or any other relevant information, determines that Contractor is failing or refusing to comply with the MWBE Contract Goals, and no waiver has been issued in regards to such non-compliance, Owner may issue a notice of deficiency to Contractor. Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.

(f) Contractor is required to submit a quarterly MWBE Contractor Compliance Report through the NYSCS, provided, however, that Contractor may arrange to provide such report via a non-electronic method to Owner by the 10<sup>th</sup> day following the end of each quarter during the term of the Agreement.

(g) Liquidated Damages - MWBE Participation

(1) Where Owner determines that Contractor is not in compliance with the requirements of this Section 26.1 and Contractor refuses to comply with such requirements, or if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals, Contractor shall be obligated to pay to Owner liquidated damages.

(2) Such liquidated damages shall be calculated as an amount equaling the difference between:

(A) All sums identified for payment to MWBEs had Contractor achieved the contractual MWBE goals; and

(B) All sums actually paid to MWBEs for work performed or materials supplied under the Agreement.

(3) In the event a determination has been made which requires the payment of liquidated damages and such identified sums have not been withheld by Owner, Contractor shall pay such liquidated damages to Owner within sixty (60) days after they are assessed. Provided, however, that if Contractor has filed a complaint with the Director of the Division of Minority and Women's Business Development pursuant to 5 NYCRR § 142.12, liquidated damages shall be payable only in the event of a determination adverse to Contractor following the complaint process.

*26.2 Participation by Service-Disabled Veteran-Owned Businesses*

(a) General Provisions

Article 17-B of the New York State Executive Law provides for more meaningful participation in public procurement by New York State-certified Service-Disabled Veteran-Owned Businesses ("SDVOB"), thereby further integrating such businesses into New York State's economy. Owner recognizes the need to promote the employment of service-disabled veterans and to ensure that certified service-disabled veteran-owned businesses have opportunities for maximum feasible participation in the performance of Owner contracts.

In recognition of the service and sacrifices made by service-disabled veterans and in recognition of their economic activity in doing business in New York State, Contractors are expected to consider SDVOBs in the fulfillment of the requirements of the Agreement. Such participation may be as Subcontractors or suppliers, as protégés, or in other partnering or supporting roles.

(b) Contract Goals

(i) Owner hereby establishes an overall goal of \_\_\_% for SDVOB participation, based on the current availability of qualified SDVOBs. For purposes of providing meaningful participation by SDVOBs, the Contractor should reference the directory of New York State Certified SDVOBs found at: [http://ogs.ny.gov/Core/docs/CertifiedNYS\\_SDVOB.pdf](http://ogs.ny.gov/Core/docs/CertifiedNYS_SDVOB.pdf). Questions regarding compliance with SDVOB participation goals should be directed to Shinay Stewart at [shinay.stewart@bpca.ny.gov](mailto:shinay.stewart@bpca.ny.gov) or (212) 336-9353. Additionally, following execution of this Agreement, Contractor is encouraged to contact the Office of General Services' Division of Service-Disabled Veterans' Business Development at 518-474-2015 or [VeteransDevelopment@ogs.ny.gov](mailto:VeteransDevelopment@ogs.ny.gov) to discuss additional methods of maximizing participation by SDVOBs on the Agreement.

(ii) Contractor must document "good faith efforts" to provide meaningful participation by SDVOBs as subcontractors or suppliers in the performance of the Contract (see Section 26.2(d) below).

(c) SDVOB Utilization Plan

(i) In accordance with 9 NYCRR § 252.2(i), Contractors are required to submit a completed SDVOB Utilization Plan on Form SDVOB 100 ([https://ogs.ny.gov/Veterans/Docs/2016/SDVOB\\_100\\_Utilization\\_Plan.docx](https://ogs.ny.gov/Veterans/Docs/2016/SDVOB_100_Utilization_Plan.docx)) with their bid.

(ii) The Utilization Plan shall list the SDVOBs that Contractor intends to use to perform the Work, a description of the Work that Contractor intends the SDVOB to perform to meet the goals on the Agreement, the estimated dollar amounts to be paid to an SDVOB, or, if not known, an estimate of the percentage of Work the SDVOB will perform. By signing the Utilization Plan, Contractor acknowledges that making false representations or providing information that shows a lack of good faith as part of, or in conjunction with, the submission of a Utilization Plan is prohibited by law and may result in penalties including, but not limited to, termination of a contract for cause, loss of eligibility to submit future bids, and/or withholding of payments. Any modifications or changes to the agreed participation by SDVOBs after the contract award and during the term of the Agreement must be reported on a revised SDVOB Utilization Plan and submitted to Owner.

(iii) Owner will review the submitted SDVOB Utilization Plan and advise the Contractor of Owner acceptance or issue a notice of deficiency within 20 days of receipt.

(iv) If a notice of deficiency is issued, Contractor agrees that it shall respond to the notice of deficiency, within seven business days of receipt, by submitting to Owner a written remedy in response to the notice of deficiency. If the written remedy that is submitted is not timely or is found by Owner to be inadequate, Owner shall notify Contractor and direct the Contractor to submit, within five business days of notification by Owner, a request for a partial or total waiver of SDVOB participation goals on Form SDVOB 200 ([https://ogs.ny.gov/Veterans/Docs/2016/SDVOB\\_200\\_Waiver\\_Form.docx](https://ogs.ny.gov/Veterans/Docs/2016/SDVOB_200_Waiver_Form.docx)). Failure to file the waiver form in a timely manner may be grounds for disqualification of the bid or proposal.

(v) Owner may disqualify a Contractor's bid or proposal as being non-responsive under the following circumstances:

- (A) If Contractor fails to submit an SDVOB Utilization Plan;
- (B) If Contractor fails to submit a written remedy to a notice of deficiency;
- (C) If Contractor fails to submit a request for waiver; or
- (D) If Owner determines that Contractor has failed to document good faith efforts.

(vi) Contractor certifies that it will follow the submitted SDVOB Utilization Plan for the performance of SDVOBs on the Agreement pursuant to the prescribed SDVOB contract goals set forth above.

(vii) Contractor further agrees that a failure to use SDVOBs as agreed in the Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, Owner shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsibility.

(d) Waivers

(i) Prior to submission of a request for a partial or total waiver, Contractor shall speak to Shinay Stewart at [shinay.stewart@bpca.ny.gov](mailto:shinay.stewart@bpca.ny.gov) or (212) 336-9353 for guidance.

(ii) In accordance with 9 NYCRR § 252.2(m), a Contractor that is able to document good faith efforts to meet the goal requirements, as set forth in Section 26.2(e) below, may submit a request for a partial or total waiver on Form SDVOB 200 ([https://ogs.ny.gov/Veterans/Docs/2016/SDVOB\\_200\\_Waiver\\_Form.docx](https://ogs.ny.gov/Veterans/Docs/2016/SDVOB_200_Waiver_Form.docx)), accompanied by supporting documentation. Contractor may submit the request for waiver at the same time it submits its SDVOB Utilization Plan. If a request for waiver is submitted with the SDVOB Utilization Plan and is not accepted by Owner at that time, the provisions of Section 26.2(c)(iii), (iv) and (v) will apply. If the documentation included with the Contractor's waiver request is complete, Owner shall evaluate the request and issue a written notice of acceptance or denial within 20 days of receipt.

(iii) Contractor shall attempt to utilize, in good faith, the SDVOBs identified within its SDVOB Utilization Plan, during the performance of the Work. Requests for a partial or total waiver of established goal requirements made subsequent to award of the Agreement may be made at any time during the term of the Agreement to Owner, but must be made no later than prior to the submission of a request for final payment.

(iv) If Owner, upon review of the SDVOB Utilization Plan and Monthly SDVOB Compliance Report determines that Contractor is failing or refusing to comply with the contract goals and no waiver has been issued in regards to such non-compliance, Owner may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven business days of receipt. Such response may include a request for partial or total waiver of SDVOB contract goals. Waiver requests should be sent to Owner.

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



- (i) Copies of solicitations to SDVOBs and any responses thereto.
- (ii) Explanation of the specific reasons each SDVOB that responded to Contractors' solicitation was not selected.
- (iii) Dates of any pre-bid, pre-award or other meetings attended by Contractor, if any, scheduled by Owner with certified SDVOBs whom Owner determined were capable of fulfilling the SDVOB goals set in the Agreement.
- (iv) Information describing the specific steps undertaken to reasonably structure the Work for the purpose of subcontracting with, or obtaining supplies from, certified SDVOBs.
- (v) Other information deemed relevant to the waiver request.
- (f) Monthly SDVOB Contractor Compliance Report

In accordance with 9 NYCRR § 252.2(q), Contractor is required to report Monthly SDVOB Contractor Compliance to Owner during the term of the Agreement for the preceding month's activity, documenting progress made towards achieving the SDVOB goals. This information must be submitted using form SDVOB 101 available at [https://ogs.ny.gov/Veterans/Docs/2016/SDVOB\\_101\\_Monthly\\_Compliance%20Report.docx](https://ogs.ny.gov/Veterans/Docs/2016/SDVOB_101_Monthly_Compliance%20Report.docx) and should be completed by the Contractor and submitted to Owner, by the 10th day of each month during the term of the Contract, for the preceding month's activity to: Shinay Stewart at [shinay.stewart@bpca.ny.gov](mailto:shinay.stewart@bpca.ny.gov).

- (g) Breach of Contract and Damages

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

## **ARTICLE 27 - STANDARD PROVISIONS**

### *27.1 Provision Required by Law Deemed Inserted*

Each and every provision of law and governmental regulation required by law to be inserted in the Contract Documents shall be deemed to be inserted therein and this Agreement shall read and shall be enforced as though so included therein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, this Agreement shall be deemed to be amended to make such insertion or correction. If this Agreement contains any unlawful provision, the same shall be deemed of no effect and shall, upon the application of either party, be deemed stricken from this Agreement without affecting the binding force of the remainder.

### *27.2 Compliance with Laws, Rules and Regulations*

Contractor and each Subcontractor and Materialman shall comply fully with all applicable

laws, rules and regulations pertaining to the Project and the Work.

### *27.3 Applicable Law, Forum and Jurisdiction*

This Agreement shall be governed by the laws of the State of New York. All actions or proceedings relating, directly or indirectly, to this Agreement shall be litigated only in courts located within the County of New York. Contractor, any guarantor of the performance of its obligations hereunder (including sureties for Payment and Performance Bonds) (“**Guarantor**”) and their successors and assigns hereby subject themselves to the jurisdiction of any state or federal court located within such county, waive the personal service of any process upon them in any action or proceeding therein and consent that such process be served by certified or registered mail, return receipt requested, directed to the Contractor and any successor at Contractor’s address hereinabove set forth, to Guarantor and any successor at the address set forth in the instrument of guaranty and to any assignee at the address set forth in the instrument of assignment. Such service shall be deemed made as of the date of the return receipt.

### *27.4 No Third Party Rights*

Nothing in this Agreement shall create or shall give to third parties any claim or right of action against BPCA, Construction Manager, or Architect beyond such as may legally exist irrespective of this Agreement.

### *27.5 Exculpation; Limitation of Liability*

In no event shall any claim be asserted under this Agreement by Contractor or any Subcontractor or Materialman against any member, officer, employee, lessee, Contractor or agent of BPCA, Construction Manager, or Architect. By execution of this Agreement, Contractor agrees to look solely to BPCA with respect to any claim which may arise. It is hereby understood by and between the parties hereto that BPCA shall only be liable to the extent of monies available to BPCA.

### *27.6 Protection of Lives and Health*

(a) Contractor’s, Subcontractor’s and Materialman’s attention is specifically called to the rules and regulations, codes and bulletins of the New York State Department of Labor. Attention is also directed to the standards imposed under the Federal Occupational Safety and Health Act of 1970, as amended.

(b) Contractor shall maintain an accurate record of all cases of death, occupational disease, and injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on work under this Agreement, and shall immediately notify BPCA in writing of any injury which results in hospitalization or death. Contractor shall also complete and submit to BPCA the “Incident Report Form” attached hereto and made a part hereof as Exhibit F within 48 hours of the occurrence of any such injury.

(c) Contractor alone shall be responsible for the safety, efficiency and adequacy of contractor’s work, plant, appliances and methods, and for any damage that may result from the failure, or the improper construction, maintenance, or operation of such work, plant, appliances

and methods.

#### *27.7 Waiver of Immunity Clause*

Contractor hereby agrees to the provisions of New York Public Authorities Law Section 2875, which require that a person, when called before a grand jury, head of a State department, temporary State commission, or other State agency, the Organized Crime Task Force in the State Department of Law, head of a department or other City agency, which is empowered to compel the attendance of witnesses and examine them under oath, to testify in an investigation concerning any transaction or contract had with the State, any political subdivision thereof, or with any public department, agency or official of the State, a public authority or with any public department, agency or official of the State or of any political subdivision thereof or of a public authority, that person must sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant questions concerning such transaction or contract. Upon the refusal of any person to comply with such provisions:

(a) such person, and any firm, partnership or corporation of which such person is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with any public authority or official thereof, for goods, work or services, for a period of five (5) years after such refusal; and

(b) any and all contracts made with any public authority or official thereof, by such person, and by any firm, partnership or corporation of which such person is a member, partner, director or officer may be canceled or terminated by the public authority without incurring any penalty or damages on account of such cancellation or termination, but any monies owing by the public authority for goods delivered or work done prior to the cancellation or termination shall be paid.

#### *27.8 Prohibited Interests*

No official of BPCA who is authorized in such capacity and on behalf of BPCA to negotiate, make, accept, or approve, or take part in negotiating, making, accepting, or approving any Architectural, Engineering, inspection, Purchase Order or any Subcontract in connection with the Work, shall become directly or indirectly interested personally in the Agreement. Contractor is advised that no official or employee of BPCA is permitted to indirectly solicit, accept, or receive gifts whether in the form of money, service, loan, travel, entertainment, hospitality, thing or promise, or in any other form. No officer, employee, architect, attorney, engineer, inspector or Contractor of or for BPCA who is authorized in such capacity and on behalf of BPCA to exercise any legislative, executive, supervisory or other similar functions in connection with the Work, shall become directly or indirectly interested personally in the Agreement, any Purchase Order, Subcontract, insurance contract, or any other contract pertaining to the Work.

#### *27.9 Labor Provisions*

(a) It is hereby agreed that all applicable provision of the Labor Law of the State of New York shall be carried out in the performance of the Work.

(b) Contractor specifically agrees, as required by New York Labor Law Sections 220

and 220-d as amended, that:

(1) no laborer, workman or mechanic, in the employ of Contractor, Subcontractor, Materialman or other person doing or contracting to do the whole or any part of the Work contemplated by the Contract Documents shall be permitted or required to work more than eight (8) hours in any one calendar day or more than five (5) days in any one week, except in the emergencies set forth in the Labor Law.

(2) the wages paid for a legal day's work shall be not less than the prevailing rate of wages as defined by law;

(3) the minimum hourly rate of wage to be paid shall be not less than that stated in the Contract Documents and as shall be designated by the Industrial Commissioner of the State of New York; and

(4) Contractor shall post at appropriate conspicuous points at the Site, a schedule showing all determined minimum wage rates for the various classes of laborers and mechanics to be engaged in the Work and all deductions, if any, required by law to be made from unpaid wages actually earned by the laborers and mechanics so engaged.

(c) The minimum wage rates, if any, herein specified for apprentices shall apply only to persons working with the tools of the trade which such persons are learning under the direct supervision of journeymen mechanics. Except as otherwise required by law, the number of apprentices in each trade or occupation employed by Contractor or any Subcontractor or Materialman shall not exceed the number permitted by the applicable standards of the New York State Department of Labor, or, in the absence of such standards, the number permitted under the usual practice prevailing between the unions and the employers' association of the respective trades or occupations.

(d) All employees of Contractor and each Subcontractor and Materialman shall be paid in accordance with the provisions of the Labor Law.

(e) Contractor agrees that, in case of underpayment of wages to any worker engaged in the Work by Contractor or any Subcontractor or Materialman, BPCA shall withhold from Contractor out of payments due an amount sufficient to pay such worker the difference between the wages actually paid such worker for the total number of hours worked, and that BPCA may disburse such amount so withheld by BPCA for and on account of Contractor to the employee to whom such amount is due. Contractor further agrees that the amount to be withheld pursuant to this paragraph may be in addition to the percentages to be retained by BPCA pursuant to other provisions of the Contract Documents.

(f) The Labor Law provides that this Agreement may be terminated for cause and no sum paid for any Work done thereunder upon a second conviction for willfully paying less than:

(1) the stipulated wage scale as set forth in New York Labor Law Section 220, subdivision 3, as amended, or

(2) less than the stipulated minimum hourly wage scale as specified in Labor

Law, Section 220-d, as amended.

(g) Contractor specifically agrees, as required by the New York Labor Law Section 220-e, as amended, that:

(1) in the hiring of employees for the performance of Work under this Agreement or any Subcontract or Purchase Order hereunder, or for the manufacture, sale or distribution of Materials, equipment or supplies hereunder, but limited to operations performed within the territorial limits of the State of New York, no Contractor, Subcontractor, Materialman or any person acting on behalf of such Contractor or Subcontractor, or Materialman, shall by reason of race, creed, color, sex or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates;

(2) no Contractor, Subcontractor, Materialman, or any person on behalf of such Contractor, Subcontractor or Materialman shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this Agreement on account of race, creed, color, sex or national origin;

(3) there may be deducted from the amount payable to Contractor, by BPCA under this Agreement, a penalty of \$50.00 for each person for each calendar day during which such person was discriminated against or intimidated in violation of the terms of this Agreement; and

(4) this Agreement may be canceled or terminated for cause by BPCA and all monies due or to become due hereunder may be forfeited for a second or any subsequent violation of the terms or conditions of this Section of this Agreement.

(h) Where applicable, Contractor agrees to settle labor disputes in accordance with the provisions of The New York Plan For The Settlement of Jurisdictional Disputes Between The Building And Construction Trades Council Of Greater New York And The Building Trades Employers' Association Of The City of New York.

#### *27.10 Disputes Resolution Procedure*

(a) The provisions of this Article shall constitute Contractor's sole means for challenging any determination, order or other act or omission of BPCA or otherwise asserting against BPCA any claim of whatever nature arising under, or in any way relating to, this Agreement (any such challenge or assertion by Contractor being herein referred to as a "**Dispute(s)**"). Exhaustion of these dispute resolution procedures, including the judicial review set forth below, shall be the parties' sole remedy in connection with any Dispute.

(b) The parties to this Agreement hereby authorize and agree to the resolution of all Disputes arising out of, under or in connection with, this Agreement in accordance with the following and pursuant to the procedures set forth in paragraph (c) of this Section 27.10. With respect to any Dispute which relates in whole or primary part to technical issue(s) under this Agreement including, without limitation, determinations as to the acceptability or fitness of any Work, the meaning or interpretation of the Contract Documents, the question of whether any Work falls within the scope of the Specifications set forth in the Contract Documents, the acceptability

of any proposed substitutions, modifications or other submissions under this Agreement, the disapproval of proposed Subcontractors or Materialmen (to the extent such disapproval is related to technical issues), the extension of time to the extent related to a technical matter, the question of whether substantial completion or final completion has been achieved, the parties hereby authorize the General Counsel of BPCA, or his/her designee, (hereinafter referred to as the “**Arbiter**”), acting personally, to render a final and binding decision.

(c) All Disputes shall be initiated through a written submission by either party (such submission to be hereinafter referred to as the “**Dispute Notice**”) to the Arbiter within ten (10) days of the determination, order or other act or omission which is the subject of the Dispute. Within ten (10) days after the submission of such Dispute Notice, the party initiating the Dispute shall provide the Arbiter with all evidence and other pertinent information in support of the party’s position and/or claim. Within thirty (30) days from the date of the Dispute Notice, the party against whom the Dispute Notice was filed shall submit any and all materials which it deems pertinent to the Arbiter. Upon submission of a Dispute Notice to the Arbiter, the Arbiter shall render its decision in writing and deliver a copy of same to the parties within a reasonable time not to exceed sixty (60) days after the receipt of all materials. In rendering such decision, the Arbiter may seek such technical or other expertise as it shall deem necessary or appropriate (notifying both parties to the Dispute when he/she so seeks such other information or expertise) and seek any such additional oral and/or written argument or materials from either or both parties to the Dispute as he/she deems fit. The Arbiter shall have the discretion to extend the time for submittals required hereunder. The Arbiter’s ability to render and the effect of a decision hereunder shall not be impaired or waived by any negotiations or settlement offers in connection with the matter presented, whether or not the Arbiter participated therein, or by any prior decision of others, or by any termination or cancellation of this Agreement. The decision of the Arbiter shall be final and binding on both parties to this Agreement.

(d) It is expressly understood and agreed that the pendency of a Dispute hereunder shall at no time and in no respect constitute a basis for any modification, limitation or suspension of Contractor’s obligation to fully perform in accordance with this Agreement and that Contractor shall remain fully obligated to perform the Work notwithstanding the existence of any such Dispute.

#### *27.11 Additional Provisions Relating to the Prosecution of Claims for Money Damages*

(a) Except as otherwise provided in this Agreement, if Contractor claims or intends to claim compensation or money damages for any damage or loss sustained by reason of any determination, order or other act or omission of BPCA, Contractor shall furnish a written notice to the Arbiter setting forth the nature of the claim and the extent of the damage sustained within ten (10) days of the occurrence of such loss or damages. This written notice shall constitute Contractor’s submission to the Arbiter for the purposes of requesting the Arbiter’s determination in accordance with Section 27.10 above. Any such claim shall state as fully as then possible all information relating thereto and shall be supported by any then available documentation, including daily records showing all costs incurred. Such information shall be supplemented with any and all further information, including information relating to the quantum of losses or damages sustained, as soon as practicable after the information becomes or reasonably should become known to the Contractor.

(b) Any claim for compensation or monetary damages, the successful prosecution of which necessarily depends upon a technical determination favorable to Contractor, may not proceed unless and until Contractor first obtains such a favorable determination with respect to the technical issue and must be made within ten (10) days of such determination; moreover, Contractor must submit to the Arbiter any documentation or proof in support of the monetary claim within fifteen (15) days of such determination in order to proceed with such a claim. This written notice shall constitute Contractor's submission to the Arbiter for the purposes of requesting the Arbiter's determination in accordance with Section 27.10 above.

(c) Compliance with the provisions hereof shall constitute a condition precedent to the Contractor's submission of a Dispute pursuant to Section 27.10 with respect to any claim for compensation or monetary damages and the Contractor shall be deemed to have waived any claim not submitted in accordance herewith.

(d) Any final determination of the Arbiter with respect to a Dispute initiated pursuant to this Article 27 shall be subject to review solely in the form of a challenge following the decision by the Arbiter in a Court of competent jurisdiction of the State of New York, County of New York, under Article 78 of the New York Civil Practice Law and Rules or a United States Court located in New York City under the procedures and laws applicable in that court, it being understood the review of such Court shall be limited to the question of whether or not the Arbiter's determination is arbitrary, capricious or lacks a rational basis. No evidence or information shall be introduced or relied upon in such proceeding which has not been duly presented to the Arbiter in accordance with this Article 27.

#### *27.12 Limitation on Actions*

(a) Subject to the provisions of Section 27.11, no action or proceeding shall lie or shall be maintained by Contractor against BPCA, Construction Manager, or Architect unless (i) such action or proceeding shall be commenced within six (6) months of the date of the issuance of the Certificate of Substantial Completion to Contractor; or (ii) in the case of an action or proceeding for monies due pursuant to Section 5.7 hereof, or arising exclusively from or pertaining exclusively to work performed after the date of issuance of the Certificate of Substantial Completion, unless such action or proceeding is commenced no later than six (6) months after the issuance of the certificate of final completion to Contractor; or (iii) if this Agreement is terminated by BPCA prior to the issuance of the Certificate of Substantial Completion, unless such action or proceeding is commenced within six (6) months after the date of such termination.

(b) Nothing in this Section 27.12 shall be construed to modify or lengthen a shorter limitations period provided by applicable law.

(c) No action or proceeding shall be commenced by Contractor against BPCA, Construction Manager, or Architect except in the Supreme Court of the State of New York, County of New York.

(d) Nothing in this Section 27.12 shall be construed to suggest that Contractor, under any circumstances, may bring an action or proceeding against Construction Manager, or Architect.

#### *27.13 Waiver of Remedies*

Contractor acknowledges that it can be compensated adequately by money damages for any breach of this Agreement which may be committed by BPCA, Construction Manager, or Architect. Contractor agrees that no default, act or omission of BPCA, Construction Manager, or Architect shall constitute a material breach of contract entitling Contractor to cancel or rescind this Agreement or to suspend or abandon performance thereof, other than the failure of BPCA to make a payment of the Contract Price in accordance with the terms hereof solely because sufficient funds to pay the Contract Price have not been appropriated or will otherwise not be made available to BPCA. Contractor hereby waives any and all rights and remedies to which Contractor might otherwise be or become entitled to because of any wrongful act or omission of BPCA, Construction Manager, or Architect except as provided in this Section 27.13 and Contractor's right to money damages.

#### *27.14 Modification of Agreement*

No change in or modification, termination or discharge of this Agreement in any form whatsoever shall be valid or enforceable unless it is in writing and signed by the party to be charged therewith or its duly authorized representative, provided, however, that any change in or modification, termination or discharge of this Agreement expressly provided for in this Agreement shall be effective as so provided.

#### *27.15 Signs and Parking*

Contractor agrees that it shall not display on or about the Site any sign, trademark or other advertisement without the approval of BPCA and Construction Manager. Contractor shall not and shall not permit any of its Subcontractors or Materialmen to park any vehicles on the Site.

#### *27.16 Entire Agreement*

The Contract Documents constitute the entire Agreement between the parties and incorporate all prior understandings in connection with the subject matter hereof.

#### *27.17 Rights and Remedies*

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by BPCA, Construction Manager, or Architect or Contractor including, but not limited to, the making of any payment or permitting Contractor to continue with the performance of the Work shall constitute a waiver of any right or duty afforded any of them under this Agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

#### *27.18 Participation in International Boycott Prohibited*

Contractor agrees, as a material condition of this Agreement, that neither Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated or is participating or shall participate in an international boycott in violation of the provisions of the United States Export Administration Act of 1969, as amended, or the United States Export



Administration Act of 1979, as amended, or the Regulations of the United States Department of Commerce promulgated thereunder. This Agreement shall be rendered forfeit and void by the Comptroller of the State of New York if, subsequent to execution, such person, firm, partnership or corporation has been convicted of a violation of the provisions of either of such federal acts or such Regulations or has been found upon the final determination of the United States Commerce Department or any other appropriate agency of the United States to have violated the provisions of either of such federal acts or such Regulations.

#### *27.19 Compliance with “Buy-American” Statutes*

Contractor and any substantially owned or affiliated person, firm, partnership or corporation agrees to comply with the New York Public Authorities Law, Section 2603-A as amended (affects steel or steel products).

#### *27.20 Permitted Successors*

References to parties and entities herein shall be deemed to include their permitted successors.

#### *27.21 MacBride Fair Employment Principles*

If the amount payable to Contractor under this Agreement is greater than \$15,000, Contractor hereby certifies that it and/or any individual or legal entity in which it holds a 10% or greater ownership interest, and any individual or legal entity that holds a 10% or greater ownership in it, either have no business operations in Northern Ireland; or shall take lawful steps in good faith to conduct any business operations they have in Northern Ireland in accordance with the MacBride Fair Employment Principles relating to nondiscrimination in employment and freedom of workplace opportunity regarding such operations in Northern Ireland, as set forth in New York State Finance Law Article XI Section 165(5), and shall permit independent monitoring of their compliance with such Principles.

#### *27.22 Iran Divestment Act*

By signing this Agreement, each person and each person signing on behalf of any other party certifies, and in the case of a joint bid or partnership each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each person is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law.

#### *27.23 Termination for Failure to Disclose Under State Finance Law §139k*

BPCA reserves the right to terminate this Agreement in the event it is found that the certification filed by Contractor pursuant to New York State Finance Law §139-k was intentionally false or intentionally incomplete. Upon such finding, BPCA may exercise its termination right by providing written notification to the Contractor in accordance with the written notification terms of this contract. If a contract is terminated in accordance with State Finance Law §139k(5), BPCA, its subsidiaries and affiliates, will include a statement in BPCA’s procurement record describing the basis for any action taken under the termination provision.

#### *27.24 Labor Peace*

The Contractor and its Subcontractors and Materialmen shall not employ on the Work any labor, materials or means whose employment, or utilization during the course of this Agreement, may tend to or in any way cause or result in strikes, Work stoppages, delays, suspension of Work or similar troubles by workers employed by the Contractor or its Subcontractors, Materialmen, or by any of the trades working in or about the buildings and premises where Work is being performed under this Agreement, or by other contractors or their subcontractors pursuant to other agreements, or on any other building or premises owned or operated by BPCA, its contractors or affiliates. Any violation by the Contractor of this requirement may be considered as proper and sufficient cause for declaring the Contractor to be in default, and for BPCA to take action against Contractor as set forth in Article 15 of this Agreement, or such other Section of this Agreement as BPCA may deem proper.

#### *27.25 Comptroller's Approval*

If this Agreement is considered an "eligible contract," as defined by New York Code, Rules and Regulations Title 2 Part 206.2, it is subject to the New York State Comptroller's approval, and therefore shall not be valid and enforceable until that approval has been obtained. A contract is considered an "eligible contract," as defined by Title 2 of NYCRR Part 206.2, if it is not a specifically exempt contract, is executed by a state authority on or after March 1, 2010, the aggregate consideration under the contract may reasonably be valued in excess of one million dollars (including all reasonably anticipated renewals and amendments), AND the contract (A) was or shall be awarded on a single-source basis, sole-source basis or pursuant to any other method of procurement that is not a competitive procurement OR (B) shall be paid in whole or in part with monies appropriated by the State, either directly to a state authority or to a state agency that pays the money to a state authority.

#### *27.26 Key Person/Personnel*

The parties understand that in entering into this Agreement, BPCA has relied upon Contractor's representation that [name(s) and title(s)] (hereinafter the "**Key Personnel**") will be directly and consistently involved in supervising the Work and actively engaged in the day-to-day management of the Work, which shall include attending mandatory Project meetings. If the Key Personnel is/are not available as described herein, or if the Key Personnel depart from the firm or severs his/her/their relationship with the Contractor, or for whatever other reason is/are not available to work on the Project, then BPCA shall have the right to terminate this Agreement. The parties also agree that at any time during the course of the Work, BPCA may designate additional or substitute key personnel to perform the Work. Contractor agrees to make the additional or substituted key personnel available under the same conditions set forth herein.

#### *27.27 Form of Agreement Not an Offer*

Notwithstanding anything herein to the contrary, the submission of this form of Agreement by BPCA to Contractor shall not constitute an offer, and execution hereof by Contractor shall not be considered acceptance of an offer. A binding contract between the parties shall exist only if and at such time as both parties have executed this Agreement.

#### *27.28 General Responsibility*

(a) The Contractor shall at all times during the Agreement term remain responsible. The Contractor agrees, if requested by BPCA or its designee, to present evidence of Contractor's continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.

(b) BPCA or its designee, in its sole discretion, reserves the right to suspend any or all activities under this Agreement, at any time, when BPCA discovers information that calls into question the responsibility of Contractor. In the event of such suspension, Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, Contractor must comply with the terms of the suspension order. Activity under the Agreement may resume at such time as BPCA or its designee issues a written notice authorizing a resumption of performance under the Agreement.

(c) Upon written notice to the Contractor, and a reasonable opportunity to be heard with appropriate BPCA officials or staff, the Agreement may be terminated by BPCA or its designee at Contractor's expense where Contractor is determined by BPCA or its designee to be nonresponsible. In such event, BPCA or its designee may complete the contractual requirements in any manner BPCA may deem advisable and pursue available legal or equitable remedies for breach.

#### **27.29. Counterparts**

This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one instrument, but the Agreement shall not be deemed effective unless signed by all parties.

#### **27.30. Section Headings**

Section headings contained in this Agreement are for convenience only and shall not be considered for any purpose in governing, limiting, modifying, construing or affecting the provisions of this Agreement and shall not otherwise be given legal effect.

#### **27.31. Subordination of Terms in the Exhibits**

In the event of a conflict of terms, the terms stated in Sections 1-27 herein, shall take precedence over and shall prevail over any printed, typed, or handwritten terms located in the Exhibits.

**SIGNATURE PAGE FOLLOWS**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, as of the date first above written.

BATTERY PARK CITY AUTHORITY, d/b/a

HUGH L. CAREY BATTERY PARK CITY AUTHORITY

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

[CONTRACTOR NAME]

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

FEIN #

**EXHIBIT E**  
**PREVAILING WAGE RATE SCHEDULE**

Wage rates shall apply as shown in the Prevailing Wage Schedule prepared by the New York State Department of Labor (“NYSDOL”) for this Pier A Windows and Doors Restoration, Repair and Replacement Project: General Contractor Services (the Prevailing Wage Case Number (PRC#)) assigned to this Project is 2023013006). The Prevailing Wage Rate Schedule (the “Schedule”) can be viewed at, and downloaded from, the following website: [NYSDOL - Prevailing Wages \(View PRC\)](#).

Upon award of the Contract to the selected Proposer, a hard copy of the Schedule will be provided.

\*\*\*

**EXHIBIT F**  
**COST PROPOSAL**

(Proposer to submit executed Cost Proposal on its letterhead)

Date:

Battery Park City Authority  
200 Liberty Street - 24th Floor  
New York, New York 10281

Attention: Mr. Michael LaMancusa  
Contracts Administrator

Dear Mr. LaMancusa,

The undersigned (the "Proposer") hereby proposes to provide all specified work necessary to perform the Work for the **Pier A Windows and Doors Restoration, Repair and Replacement Project – General Contractor Services** in accordance with the terms stipulated below and for the sum described below. Upon award of the Contract, the selected Proposer will provide backup documentation for these Labor Rates upon request.

**Base Proposal**

A total lump sum amount of \$\_\_\_\_\_ (\_\_\_\_\_ Dollars and \_\_\_\_\_ Cents) to perform all Work as described in the Scope of Work in Exhibit A of BPCA's Request for Proposals for the Pier A Windows and Doors Repair, Restoration, and Replacement – General Contracting Services.

**Add Alternate Proposal**

Furnishing and installation of all-season, sun control privacy film onto all first-floor sliding Doors and swinging Doors, as well as onto all first-floor Windows – as specified in Drawing A-001, and in Specification Section 01 23 00 and Section 08 87 13: \$\_\_\_\_\_

**Itemized Proposal**

The Proposer has submitted with its Proposal an itemized cost for the Work, according to the attached Bid Breakdown Form (attached hereto as Exhibit G), for the Scope of Work attached as Exhibit A.

Name of Proposer: \_\_\_\_\_

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

Title: \_\_\_\_\_

\*\*\*

**EXHIBIT G**  
**FORM OF BID BREAKDOWN**

<b>TASKS</b>	<b>COSTS</b>
Mobilization and Demobilization	
General Conditions	
Window Unit Replacement	
Sill encapsulation with new aluminum sills	
Sliding Doors Foot Bolts	
Close Out	
<b>TOTAL COST</b>	
<u>Add Alternate:</u> Furnishing and installation of all-season, sun control privacy film onto all first-floor sliding Doors and swinging Doors, as well as onto all first-floor Windows.	

\*\*\*

**EXHIBIT H**  
**ACKNOWLEDGEMENT OF ADDENDA**

**RFP TITLE:** \_\_\_\_\_

<b>Complete Part I <u>or</u> Part II, whichever is applicable, and sign your name in Part III.</b>
--

**Part I**

Listed below are the dates of issue for each Addendum received in connection with this RFP:

Addendum # 1, Dated \_\_\_\_\_, \_\_\_\_

Addendum # 2, Dated \_\_\_\_\_, \_\_\_\_

Addendum # 3, Dated \_\_\_\_\_, \_\_\_\_

Addendum # 4, Dated \_\_\_\_\_, \_\_\_\_

Addendum # 5, Dated \_\_\_\_\_, \_\_\_\_

Addendum # 6, Dated \_\_\_\_\_, \_\_\_\_

**Part II Acknowledgement of No Receipt**

\_\_\_\_\_ No Addendum was received in connection with this RFP

**Part III**

Proposer's Name: \_\_\_\_\_

Proposer's Authorized Representative:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

\*\*\*



**EXHIBIT I**  
**LIST OF BPCA & BPCPC BOARD MEMBERS AND EMPLOYEES**

**LIST OF BOARD MEMBERS**

Donald Capoccia

Martha J. Gallo

Lester Petracca

Louis J. Bevilacqua

Catherine McVay Hughes

Anthony Kendall

**Employees:**

Betzayda Afzal  
Curtis Afzal  
Elsa Alvarez  
Dana Anders  
Sharmila Baichu  
Marie Baptiste  
Brett Beecham  
Freddy Belliard  
Marieke Bender  
Yipin Benon  
Zachary Bergen  
Marcus Billips  
Emily Birdseye  
Nidia Blake  
Sully Bonnelly  
Jasmine Briggs  
Latoya Brooks-Jones  
Nancy Buivid  
Anthony Buquicchio  
Thierry Byron  
Peter Campbell  
Donna Canfield  
Daniel Carmalt  
Monica Centeno  
Alexis Torres Cid  
Sarah Curtin  
Elizabeth Davis  
Raymond Davy  
Gwen Dawson  
Nicole Dawson  
Gilbert De Padua  
Joshua DeVoto  
Ismael Diaz  
Paul Diaz-Larui  
Jan Pierre Diaz  
Daniel Dickson  
Tonasia Dopson  
Abigail Ehrlich  
AnnMaria Ellison  
Richard Faraino  
Claudia Filomena  
Tamara Flores  
Dennis Fortune  
Pamela Frederick  
James Gallagher  
Abigail Goldenberg  
Anastasia Gonzalez  
Ned Greenberg

Evelyn Gregg  
Robert Hansen  
Jonathan Gross  
Nimisha Patel-Haribaran  
Nicole Heater  
Sankar Heerah  
Raul Hernandez  
Brendan Hoey  
Megan Hood  
Angela Howard  
Craig Hudon  
Amy Jogie  
William John  
Jasmine Mikayla Johnson  
Saladin Jones  
Ann Ketring  
Karl Koenig  
Michael Lamancusa  
John Lonie  
Rene Lopcy  
Janira Lopez  
Roman Lora  
Robert Maggi  
Evelin Maisonet  
Maria Martinez  
Justin McLaughlin-Williams  
Princess McNeill  
Vanessa Mesine  
Lilka Mimbella  
Ronnie Mohammed  
Irene Moulketis  
Eric Munson  
Lauren Murtha  
Jahmeliah Nathan  
Robert Nesmith  
Siu May Ng  
Yoshihiro Nishida  
Kevin O'Toole  
Stuart Ohleyer  
Maril Ortiz  
Willem Paillant  
Jonathan Parker  
Gladys Pearlman  
Dahlia Pena  
Rynell Pimentel

Katherine Powell  
Sandra Power  
Robert Quon  
Jason Rachnowitz  
Madelin Ramirez  
Ryan Ramlall  
Debi Ray-Chadhuri  
Aline Reynolds  
Angel Rivera  
Manuel Rivera  
Nelson Rogers  
Joel Rufino  
Paul Russell  
Carlos Santiago  
Kimberlae Saul  
Nicholas Sbordone  
Jean Schwartz  
Rekha Sewraj-Kumar  
Marcella Shanley Taft  
Sean Simon  
Kemnarine Singh  
Sarah Smedley  
Shinay Stewart  
Patricia Striggles  
Jerome Sturiano  
Ryan Torres  
Michelle Torres Davila  
Douglas Van Horn  
Noe Velasquez  
Yves Emmanuel Veve  
Evangelio Villalobos  
Sharon Wade  
David Wallace  
John Wells  
Dwight Williams  
Jennifer Wisnewski  
Al Wright  
Erin Yokoi