

RIDER "A"
GENERAL ADDENDUM
JAVITS CENTER – TRANSFORMER BUILDING
NEW YORK, NEW YORK

Date August 30, 2016

TRADE: WATERMAIN RELOCATION

Notwithstanding anything in the other Contract Documents to the contrary, all provisions of this addendum shall supersede any conflicting provisions of the other Documents. All other provisions of the Contract shall remain in full force and effect.

A. GENERAL CONDITIONS

1. The Contractor represents that it is familiar with, and has expertise in the work of this Scope. The Contractor further agrees that it will provide all work for the Scope as may be required to make a complete job of that which may not be fully defined in the Contract Documents.

2. **Sales Tax**

A Letter of Tax Exemption and/or a Certificate of Capital Improvement have been issued for this project. Contractor hereby acknowledges that the Contract Price has been based on the appropriate rules and regulations as they pertain to Sales Tax requirements. Contractor is fully responsible for sales tax for deliveries not made directly to the jobsite or within the State of New York.

3. **Insurance**

The Contractor shall note that insurance requirements are stated in the Insurance Rider attached hereto and made part of this Contract.

4. **Standby Trades**

Cost of the Site Safety Manger, Master Mechanic and Maintenance Engineer, Operating Engineers (for vertical transportation) and Stand-by trades during normal working hours will be by the Construction Manager. Normal hours are defined from 7:00 AM to 3:30 PM, Monday through Friday, excluding holidays. Overtime costs (beyond normal working hours), for Site Safety Manger, Master Mechanic and Maintenance Engineer, Operating Engineers (for vertical transportation) and Standby trades caused by this Contractor's failure to meet schedule, voluntary overtime operations etc., will be charged to this Contractor in accordance the union prevailing rates plus benefits, insurances, overhead and profit.

The following clarification concerning standby trade charges shall be incorporated into the Contract:

- a. From 7:00 A.M. to 3:30 P.M., Monday through Friday, excluding holidays, there shall be no charge for Standby. After or before these hours, this Contractor, along with any other Contractors working shall be charged the prorated share for the Standby costs for the following trades:
 1. Master Mechanic (Local 14)
 2. Labor Foreman (Local 79)
 3. Maintenance Engineer, (Local 15),
 4. Site Safety Manager
 5. Operating Engineer for Vertical Transportation (Local 14),
- b. Standby for temporary heat over and above fire watch provided by this Contractor.
 1. Operating Engineer for Vertical Transportation (Local 14),
 2. Temporary Electrician (Local 3)
 3. Plumber (Local 2)
 4. Labor (Local 79)

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A. GENERAL CONDITIONS - continued

- c. Should multiple Contractors work on or before the above hours this Contractor, along with any Other Contractors working shall be charged the prorated share for the Standby costs.

5. Temporary Services

Temporary light, power and water will be provided during hours defined in Rider D. Should the Contractor Work prior to or later than the hours defined in Rider D, it shall pay all costs including the cost of standby trades, provided such overtime is required due to the Contractor's failure to maintain schedule. Utility consumption charge will be paid by others.

- a. The following services are provided at no additional charge in accordance with Rider "D". Any hours beyond 7:00 A.M. to 3:30 P.M., Monday through Friday, excluding holidays will be prorated to any/all Contractors working beyond these hours.
 - i. Temporary (Power/Light Electrician) (Local 3)
 - ii. Temporary Water (Plumbing) (Local 2)
- b. Should multiple Contractors work on or before the above hours this Contractor, along with any Other Contractors working shall be charged the prorated share for the Standby costs.

6. Field Offices, Storage Trailers, And Shanties

The Contractor shall provide and pay for, place, relocate (one relocation per each trailer or shanty required by this Contractor is included in the Contract Price) and remove any and all of its required office trailer(s) or shanties when and where directed by the Construction Manager. Quantity, size and location of Contractors shanty's shall be approved by the Construction Manager prior to erection. It is understood that the Contractor is responsible for acquisition, maintenance, and subsequent removal of all utility and telephone services required for its office trailer(s). The Contractor will be responsible to provide and maintain its own storage rooms, including protection and security. Each structure this Contractor maintains must contain a minimum of one (1) fire extinguisher for every 200sf, or portion thereof, of shanty/storage space floor area. All wood used in the construction of offices or shanties shall be fire treated.

7. Housekeeping

- a. The Contractor shall provide its own labor to clean all debris from its work areas on a daily basis and to pile such debris in one location on each floor, as directed by the Construction Manager. All oversized material such as crates and pallets shall be broken into pieces, which will fit into ½ cy mini-containers and weigh no more than 100 pounds. Items which exceed these criteria must be brought to street level and placed in a container by this Contractor. The Container will be provided by others. All boxes shall be folded into its smallest area.
- b. The Contractor shall also keep all street loading/staging areas, shanty areas etc., clean on a daily basis. All debris created by lunch, mid-morning, mid-afternoon breaks, etc. must be discarded in the waste receptacles provided by others, especially at the shanty areas, work areas, where breaks are occurring and at the street-level perimeter of the building.
- c. Each Contractor should be aware that this Project has a zero tolerance policy with respect to these requirements for the handling of one's own debris.
- d. Failure to comply with this provision will result in back-charges for labor costs incurred to clean up related debris, including all overtime required (at the discretion of the Construction Manager) and associated exterminating costs.

TRADE: WATERMAIN RELOCATION

A. GENERAL CONDITIONS - continued

8. Working Conditions

- a. The Contractor has visited the site and has carefully examined the premises upon which the work is being performed and shall be aware of the existing conditions and difficulties that may affect the execution of its work. The Contractor is aware that its work is being performed adjacent to existing buildings some of which are in service. The Contractor agrees that it will take all necessary steps to avoid damages to the existing construction and interference with adjacent occupants. The Contractor at no additional cost to the Construction Manager will repair any damages caused by the Contractor.
- b. The Work of this Contract includes but is not limited to all scaffolding, rigging, ladders, bakers, etc required to perform any Work under this Contract is included in the Contract Price. The Construction Manager will not be providing a common scaffold.
- c. The Contractor shall be fully responsible for all engineering, field measurements and layout of its Work. One north-south axis line, one east-west axis line and benchmarks will be established by the Construction Manager on each floor. All subsequent layouts shall be performed by the Contractor who shall solely be responsible to maintain the line and grade required.
- d. The Contractor is aware that its work is being performed in the vicinity of the existing Javits Center which are in service and have specific show schedules which may interfere with this Contractors work. Contractor is advised that work that causes excessive noise (in the opinion of the Construction Manger) and that interferes with the Javits Center operations will be stopped. Contractor will not be reimbursed for the work stoppage or down time.

9. Notifications

- a. In the event that the Contract Documents are revised, the Contractor must advise the Construction Manager of any proposed change to Contract Price within ten (10) calendar days from receipt of said documents. If said notification of proposed change is not made within the above stated time period, then said revised Documents will become part of contractual obligations with no change in Contract Price.
- b. The Owner reserves the right to prohibit Contractor, its Subcontractors, suppliers, etc., from using the Site, the Project name or their affiliation with Construction Manager, for publicity or advertisement of any kind whatsoever. Written permission from the Owner must be received prior to any use.
- c. The Contractor shall direct field foreman to complete and return a Daily Report Form supplied by the Construction Manager, on a daily basis. Daily Report Forms shall be forwarded to the Construction Manger no later than 10:00 AM the following day. As a minimum the Daily Report Forms shall list the work completed the prior day, the manpower utilized on the prior day and equipment utilized on the prior day.
- d. The Contractor shall have the capability to send and receive electronic mail (e-mail) to and from the Construction Manager. Contractor shall provide to the Construction Manager the e-mail addresses of their project team. The Contractor will have email capabilities on-site.
- e. The project is utilizing web-based Project Management software Procore. The Contractor shall be required to utilize this software for all correspondence, submittals, RFI's, daily reports and meeting minutes.

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A. GENERAL CONDITIONS - continued

10. Building Regulations

- a. It is understood that all work of the Contractor shall be in strict accordance with the Building Code of the City of New York, the permitting of the project will be issued by the Dormitory Authority of the State of New York (DASNY). Any rules and regulations of the Building Department of the City of New York, and any other government agencies having jurisdiction shall govern. Where there is any conflict in any provisions, the most stringent shall apply.
- b. The Contractor shall comply with all of the legal regulations, including OSHA safety regulations and regulations of municipal, city, local and other government agencies having jurisdiction concerning the work of the Contractor. The Contractor shall give all notices and comply with all laws, ordinances, codes, rules and regulations bearing on the conduct of the work. Copies of all notices shall be provided to the Owner and Construction Manager. If the Contractor performs any work, which is contrary to such laws, ordinances, codes, rules and regulations, it shall make all changes to comply therewith and bear all costs arising there from.
- c. For purposes of complying with the requirements of the Building Code of the City of New York for work outside of the property line, which calls for a Certificate of On-Site Inspection, the Contractor shall furnish to the Construction Manager information on the position of cranes, derricks, guy lines, etc., along with pertinent loads from the operation of such equipment certified as to accuracy and location by a Professional Engineer licensed to practice in the State of New York, engaged by the Contractor. The Contractor is aware of the structural capacities of areas to be used for its' equipment and material storage and shall not exceed rated capacities without taking appropriate steps to compensate for the imposition of any construction loads which may exceed the design criteria of the new structure or the capacity of the existing roadways, sidewalks and curbs. Any modification to the building structure required to support the Contractor's equipment shall be made by the Contractor at its cost and reviewed and approved by the Architect. All costs incurred by the Architect to review the Contractor's proposed modifications shall be reimbursed to Owner by the Contractor. Any permanent modifications will be made only with the Owner's written approval. The Contractor shall furnish, place and remove any temporary foundations, supports, mats, and bracing required to stabilize the structure or existing conditions due solely to its work. All costs associated with the above requirements are included In the Contract Price.

11. New York City Construction Noise Mitigation

- a. This Contractor is also responsible for adherence to Local Law 113 "Citywide Construction Noise Mitigation". This requires self certification of a "Construction Noise Mitigation Plan". This includes insuring that all construction equipment and tools are properly maintained. If equipment is found to exceed specified sound levels, remedies are to:
 - i. Perform maintenance.
 - ii. Replace equipment.
 - iii. File for approval with NYC DEP a "Alternative Noise Mitigation Plan" No work can occur until the "Alternative Noise Mitigation Plan" is approved by NYC DEP.
- b. Contractor to provide noise mitigation training for supervisors, subcontractor supervisors, and workers. Training program to be developed in consultation with NYC DEP.

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A. GENERAL CONDITIONS - continued

- c. All equipment shall have mufflers and insulated housings. In addition paragraph 28-102 classifies the following equipment as requiring special treatments.
 - i. Impact Equipment: Pile Drivers, Jackhammers, Hoe Rams, Blasting.
 - ii. Earth Moving devices: Vacuum Trucks.
 - iii. Construction Trucks: Dump Trucks.
 - iv. Stationary Devices: Cranes, Auger Drills, Street Plates, Back-up Alarms.
 - v. Manual Devices: Concrete Saws.
- d. These rules specify specific equipment and methodologies which is considered to comply with the noise mitigation plan. NYC DEP refers to this as "DEP suggested quieter equipment." If this Contractor does not utilize the specified equipment and methodologies, these rules require the installation of 15'-0" high, STC 30 movable noise barriers and enclosures. This cost for this noise barrier is by this Contractor and the cost is included.
- e. No idling of vehicles for greater than 3 minutes.
- f. Replacement of back-up alarms with quieter OSHA approved devices.
- g. Acceptable noise levels based on FHA roadway noise standard of January 2006.
- h. Any delays due to "Stop Work Orders" based on noise violations will be the responsibility of this Contractor. Once the 'Stop Work Order' has been lifted, this Contractor must immediately initiate a plan to mitigate the delay.

12. Hoisting

- a. The Contractor is responsible for all hoisting of Contractor's labor, materials, and equipment. Hoisting equipment shall be placed in locations approved by the Construction Manager.
- b. Personnel/Material:
 - i. It is expected that the hoist will become operational the 2nd quarter of 2017 and be dismantled starting the x quarter of 20xx.
 - ii. The specifications for the passenger/material hoist are as follows:
 - a. Rack and pinion personnel/material dual 7000lb capacity hoists. Cabs shall be a minimum of 4'-8" Wide X 13'-6" Long X 7'-2" High inside clear dimensions. This hoist complex will service the loading dock to the roof.
- c. This Contractor has been provided and understands the site logistics requirements and understands the loading areas and hoist configurations per the site logistics drawing dated August 10, 2016. This Contractor shall provide and maintain all protection above and beyond that shown on the referenced Logistics Plan, which is required by the New York City Building Code, Transit Authority, Department of Highways, OSHA and all governing authorities for persons, adjacent properties and the work, utilizing lanterns, flares, signs, barricades, steel plates, or whatever means necessary for the performance of its work.

13. Contractor's Equipment

- a. The Work of this Contract includes but is not limited to all scaffolding, rigging, ladders, bakers, etc required to perform any Work under this Contract is included in the Contract Price. The Contractor will provide its own scaffolding, scissor-lifts or boom-lifts as required for execution of the Work. All interim storage, rigging, and hoisting of the Contractor's equipment or materials are included in the Contract Price. This Contractor is aware of the DOB requirements to construct and operate on scaffolding. All costs for engineering, filing and certifications shall be included in this Contract. All certifications must be presented to the Construction Manager prior to constructing or using and lifts or scaffolding.

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A. GENERAL CONDITIONS - continued

14. On-Site Storage of Equipment And Materials

- a. The Contractor must take special care in stocking its material on floors to allow Other Contractors free access to their work and not to overload the slabs. Construction Manager shall review all of the Contractor's storage/stocking placement locations. Contractor will deliver amounts of material to the site that will not exceed the loading capacities of the floors or cause unnecessary stockpiling of material on the site. Because of the limited site access, the Contractor will be responsible for any and all off-site storage or staging areas that may be required.
- b. The Contractor shall place its equipment, additional bracing, shoring, and other appurtenances, in locations approved by Construction Manager. Contractor utilizing equipment shall provide design drawings and calculations required to support Contractor's equipment, additional bracing, shoring, and other appurtenances, signed and sealed by a professional engineer licensed in the State of New York and reviewed by the Engineers of Record for structure for effects on the permanent structure. Any bracing, shoring, and other appurtenances, shall be relocated as required as the Project progresses if required by the Construction Manager so as to avoid interference with work of Other Contractors. Any modification to the existing structure required to support the Contractor's equipment shall be made by the Contractor at its cost and approved by the Engineer of Record for structure. All fees and costs invoiced by the Engineers of Record to review the Contractor's proposed modifications shall be reimbursed to Owner by the Contractor.
- c. No material shall be stored outside of the construction fence without the Construction Manager's approval. Special precautions shall be taken to provide adequate housekeeping of the site including but not limited to sweeping of sidewalks and removal of debris from the adjoining streets daily, or more often if needed, while Contractor is on the job. All delivered materials shall be protected from weather at all times.

15. Deliveries

- a. The Contractor has visited the site and the Contract documents and reviewed with the Construction Manager the designated areas of access, delivery, and storage for the Contractor's use. The Contractor agrees that such areas are satisfactory and sufficient for its needs in the prosecution of its Work. Changes in such areas shall not be permitted without the approval of the Construction Manager, which if approved, shall be at no additional cost. Site Logistics Plan(s) are general in nature, and may change from time to time, and do not exactly indicate all aspects of the site logistics which may arise out of Adjacent Construction Sites and/or other governing agencies causing unforeseen revisions to the site logistics. There shall be no additional cost for modifications to Site Logistics Plans.
- b. The Contractor is aware of the requirements of the Department of Transportation Bureau of Traffic regulations regarding restricted vehicle lengths and times of operation in the geographical area in which the project is situated. In addition, the Contractor must submit a logistics plan. The plan must be in conformance with the Construction Manager's requirements. The Contractor agrees that there shall be no additional costs as a result of these restrictions.
- c. The Contractor is cautioned that due to the location of this job it may encounter certain areas of special coordination involving traffic congestion, building access, material delivery, etc. It is understood that the Contractor is aware of these conditions and the Contractor will not attempt to seek additional monies for hardships that may arise due to its having to take special measures and precautions regarding same.

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A. GENERAL CONDITIONS - continued

- d. The Contractor shall include all costs required to provide all necessary protection, flagman, barricades, cones, etc., to control vehicular traffic, protect the public from potential hazards, and control pedestrian traffic during all of its delivery and hoisting operations. If special Police details or assistance is needed for the Contractor, the same is included in the Contract Price.
- e. The contract price includes all off-hour deliveries, if required. Contractor shall schedule all off-hour deliveries with the Construction Manager. If the Contractor makes off hour deliveries, the Contractor shall pay for all standby costs due to off hour deliveries.
- f. The Contractor's logistics, security and delivery plans must be in conformance with the Construction Manager's requirements. The Contractor agrees that there shall be no additional cost as a result of these requirements.
- g. {If Applicable}All deliveries to the Site must be coordinated with Site Security and the Construction Manager. Upon the delivery vehicle's arrival at the security gates, Security will notify the Contractor via radio or telephone to respond to the gate to meet the delivery vehicle(s). The Contractor shall immediately respond to Security so as not to cause traffic congestion at the gate and shall safely escort the delivery vehicle from the gate to the pre-determined staging area. Upon completion of the unloading activities, Contractor must safely escort the delivery vehicle back to the gate exit point and, if applicable, ensure that all temporary badges are returned to Security. Delivery vehicles will not be allowed to enter the Site without an escort. Vendors and/or operators of delivery vehicles will not be issued a permanent badge to the Site without written permission from the Construction Manager.

16 Coordination

- a. Contractor acknowledges that Construction Manager shall award contracts to other contractors, to perform construction or operations related to the Project ("Other Contractors"). Contractor further acknowledges that the Other Contractors may perform their work on the Project site during the same time that Contractor performs its Work on the Project site; or that Contractor's Work and the work of Other Contractors, though provided for under separate contracts, may be interconnected in some manner or interdependent, one depending upon timely or proper performance of the other.
- b. This Contractor shall cooperate with other Contractors that shall be commencing operations on the site prior to this Contractor's completion. Contractor shall (i) afford the Other Contractors reasonable opportunity for introduction, storage, and access to their materials and work; and (ii) accommodate the Other Contractors to the extent Construction Manager so directs with respect to such endeavors. Contractor shall inspect portions of Work already performed to determine that such portions are in proper condition to receive subsequent work, if any, by the Other Contractors.
- c. This Contractor has reviewed all mechanical, plumbing, fire protection, architectural drawings and shall coordinate its work with the work of these trades.
- d. Any temporary openings or leave outs required for subsequent installation of Contractor's work must be brought to the attention of the Construction Manager prior to the start of the pertinent work in the area of the opening or leave out needed. Failure to request access will result in the Contractor assuming all costs involved in providing, rebuilding and refinishing the required access.
- e. It may be necessary for the Contractor to leave openings in its work or omit portions of work temporarily in order that other trades can perform their work. It is understood that the work of filling in openings or completing such undone portions of the work may be required to be performed at different times and intervals including those after the Contractor has completed its primary work. All of the foregoing shall be done within the Contract Price.

TRADE: WATERMAIN RELOCATION

A. GENERAL CONDITIONS - continued

- f. The Contractor shall perform work when and as directed by the Construction Manager. The Construction Manager may require the Contractor to perform work at different times and or intervals. If the Construction Manager directs that certain parts of the Work in certain locations be performed before parts of the Work in other locations, or that the various parts of the Work be performed in certain sequences, then Contractor shall perform the Work accordingly. The Contractor understands that the Work of this trade may not be continuous and that work may be required to be performed out of sequence. The Contractor may be required to leave out portions of its work and return at a later date to complete its work. Out of sequence and comeback work will be performed at no additional cost to the Construction Manager and or Owner.
- g. In the event that the Work to be performed in certain locations of the Project, or certain types or parts of the Work, must be delayed (whether at the direction of Construction Manager, or otherwise), then Contractor shall proceed to work in other areas of the Project or to perform other portions of the Work until Construction Manager notifies the Contractor that such delayed portion of the Work can be recommenced.
- h. The Contractor understands that it is essential that many of its activities be performed in close coordination with, at the same time as, or in close sequence with the Work of other trades. If Construction Manager directs that certain parts of the Work be performed on a certain day and/or at a certain time, Contractor shall perform such parts of the Work accordingly. Should the interior finishes be fast tracked so that work is performed out of sequence, then Contractor shall provide sufficient manpower as not to delay other trades. The Contractor shall be responsible for any costs arising out of its failure to so perform the Work.
- i. Contractor shall cooperate with all utility companies and all government authorities having jurisdiction. Contractor shall notify the Construction Manager, in writing for any non-compliance or regulation issues.
- j. The Contractor shall provide protection necessary to safeguard its own work, as well as the work of other trades, from damage by its own operations. Any work that is damaged by the Contractor shall be the responsibility of the Contractor to repair or replace at no additional cost to the Construction Manager or Owner, including repairing adjacent work damaged due to corrective work of the Contractor.
- k. Contractor shall attend any job progress meetings scheduled by the Construction Manager. As a minimum meetings will be held weekly. When requested by the Construction Manager, a principal of the Contractor's firm shall also attend the meetings. The Contractors Project Manager is required to attend meetings.
- l. Contractor shall cooperate with any testing and special inspection firm hired by the Construction Manager or Owner. Contractor shall provide to the testing and special inspection firm, at no additional cost, all manpower, facilities, scaffolds, calibrated torque wrenches, calibrated gauges, etc, to assist the testing and special inspection firm personnel in their testing and inspection duties. It shall be the responsibility of Contractor to notify the Construction Manager prior to commencement of the Contractor's Work, which requires testing and special inspections. Contractor shall not perform any Work requiring testing and or special inspections, unless such testing and special inspection firm personnel are present. It shall be the responsibility of the Contractor to notify the testing and special inspection firm in sufficient time to allow for travel arrangements for the testing and special inspection firm's personnel, prior to commencement of the Contractors Work. Contractor shall perform any corrective Work recommended by the testing and special inspection firm. The corrective Work is included in the Contract Price. Costs incurred for re-inspections for rejected materials or failed inspections will be by the Contractors.
 - 1. This Contractor will be charged back the cost of any engineering or testing services due to rejected work installed by this Contractor.

TRADE: WATERMAIN RELOCATION

A. GENERAL CONDITIONS - continued

- m. If performance of Contractor's Work, or a portion thereof, depends upon the construction or operations of any of the Other Contractors for proper execution of such Work in accordance with the Contract documents, then prior to proceeding with that portion of the Work and within forty-eight (48) hours of such discovery by Contractor, Contractor shall provide notice to Construction Manager of any apparent discrepancy or defect in the Other Contractor's work that would render such work unsuitable for the proper execution of or would result in a defect in Contractor's Work.
- n. Failure of Contractor to provide notice as provided for and within the time frame set forth in the Section above shall constitute an acknowledgment by Contractor that the Other Contractor's work, whether partially or wholly completed, is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.
- o. Contractor shall be responsible for the necessary cutting, fitting, or patching of its Work in order to make its parts fit together properly and accommodate any subsequent work by the Other Contractors in accordance with the Contract documents.
- p. Unless stated specifically elsewhere, only the Project Director or Senior Project Manager is authorized to approve additional work or time and material work prior to the commencement of such work. All time and material work tickets verifying performance of changes and extras must be countersigned and coded for cost control purposes by the Construction Manager's Project Director or Senior Project Manager. The Contractor agrees that any time and material work tickets that have been signed by an employee of the Construction Manager not authorized to countersign time and material work tickets have a value of (\$0) Zero Dollars. It is the Contractor's responsibility to obtain proper authorization for time and material and additional work in accordance with the Contract.
- q. The Contractor shall obtain written approval from the Construction Manager prior to removal by the Contractor of any finished work, such as but not limited to sheetrock, spray-on fireproofing, ceilings, concrete, structural steel and other building components, required for the installation of its work. Failure to obtain such approval or over removals of building components will result in the cost for all required repairs being deducted from the Contract Price.
- r. Any temporary work installed by the Contractor, either before or after coordination, which interferes with Other Work and/or the ability of Other Contractors to install permanent work, shall be removed and relocated within twenty-four (24) hours from notification by the Construction Manager, on an overtime/shift basis if necessary and at the Prime Contractor's expense.
- s. Contractor shall maintain a complete and current set of Drawings and Specifications, in addition to any and all other materials necessary for completion of the Work, On-site and available for use by its On-site supervision and field forces.

17. Permits

- a. All permits except the actual building permit required for any part of the Contractor's work shall be procured and paid for by the Contractor. The Contractor shall also furnish at its own expense any required professional engineering certificates required for such permits. Copies of these items are to be provided to the Owner and Construction Manager prior to the start of any work. This shall also apply to those permits required to be obtained in the name of the Owner. Dump fees, tolls, etc. are included in the Contract Price.

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A. GENERAL CONDITIONS - continued

- b. NYC DOT permits, including anything that occupies the construction lane or sidewalk that are required for this Project due to this Contractor's operations will be procured by this Contractor except for those NYC DOT permits indicated below that will be procured and paid for by the Construction Manager.
 - i. Lane closing.
 - ii. Sidewalk closing.All cost associated with the procurement of NYC DOT permits by the Construction Manager over and above those items listed above, including expediting, of DOT permits associated with this Contractor's operation will be deducted from the Contract Price.
- c. Any Governmental summons, violation, or monetary fines, including associated legal cost, incurred by the Owner or Construction Manager due to this Contractor's operations will be deducted from the Contract Price. Contractor will accept the Construction Manager's assignment of responsibility and comply with all requirements for complete satisfaction of summons and violations, including but not limited to, court appearance, payment of fines, and letter(s) of satisfaction for completion/correction.

18. Union Trade Personnel

- a. The Contractor shall employ the proper Union Trade personnel for their Work in accordance with the terms and conditions of the Project Labor Agreement ("PLA") dated October 13, 2009 including Addendum dated April 13, 2016 which shall be made part of this Contract. As a condition of payment, this Contractor and every tier of its subcontractors, shall execute and submit with its first payment application a fully executed Portfolio Labor Agreement – Letter of Assent (Schedule "C") to the Construction Manager.
 - i. Operating Engineers Locals 14-14B, 15-15A, and 15D are not signatories to the PLA. The Construction Manager's Collective Bargaining Agreements ("CBAs") will expire on June 30, 2017 at which time the possibility exists of a work stoppage by the Construction Manager's employees covered by these expiring CBAs should the association the Construction Manager is a member of fails to reach an agreement with these Operating Engineer Unions. It will be this Contractor's responsibility to assert all its rights under the no strike provisions of this Contractor's CBAs with the Operating Engineer Unions to insure there is no work stoppage by any of this Contractor's employees. Failure to take all measures required to avoid a work stoppage by this Contractor's employees, within this Contractor's control, for any reason including expiration of the Construction Manager CBAs with the Operating Engineers, will not be an excusable schedule delay.
- b. The Contractor shall employ Union Trade personnel experienced with the nature of the Work under this Contract. The Construction Manager, through its membership with the BCA is signatory to the following unions "BCA Union", some of which are not signatory to the PLA, that have subcontracting language requiring employment of BCA Union trade personnel:
 - i. General Building Laborers Local 66
 - ii. Mason Tenders District Council, Locals 78 & 79
 - iii. Operating Engineers Locals, 14-14B, 15-15A, & 15D
 - iv. Teamster Local 282

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A. GENERAL CONDITIONS – continued

When performing work covered by the traditional jurisdiction of these unions, the Contractor and every tier of its subcontractors shall employ BCA Union trade personnel. Should any questions of trade jurisdiction arise with either BCA Union or Non-BCA Union labor employed by this Contractor, the Contractor will immediately take steps to settle such disputes and will use such labor as may be determined to have jurisdiction, at no additional cost to the Construction Manager. The Contractor agrees that it shall participate and be bound by the decisions of the "The New York Plan for the Settlement of Jurisdictional Disputes" as required by the PLA for this project. All cost associated with the resolution of jurisdictional disputes shall be included in the Contract Price.

Should the Contractor fail to take expeditious action, it will be responsible for any time lost because of delays arising from such a dispute. Employment of all standby trades shall be based on the BCA Collective Bargaining Agreements or PLA.

- c. Contractor shall maintain a competent Superintendent and or Foreman at the jobsite during any time that this Contractor is working at the jobsite. Each Superintendent or Foreman shall be approved by the Construction Manager. Construction Manager shall also approve this Contractor's Project Manager. This Contractor's Project Manager and Foreman/Superintendent shall also attend all weekly job meetings. The Superintendent or Foreman shall have Cell Phones and be able to communicate via Cell Phone to the Construction Manager.
- d. Sufficient manpower shall be provided at all times to maintain progress of the Work. A labor shortage within the industry shall not be accepted as an excuse for not manning the job.
- e. Workers shall not use loud and/or abusive language and offenders shall be dismissed. Workers shall not deface any portion of the site or any temporary facilities and offenders will be dismissed. Smoking is prohibited at the site.
- f. All work on this Project will be subject to New York City Equal Employment Opportunity regulations. This Contractor shall comply with the Affirmative Action Plan embodying the requirements of the city, state, and other governing agencies.
- g. Construction workers will not be allowed to park on the Site or on streets in the adjacent neighborhood. These areas will be spot checked to insure workers are complying with this policy. Violators will be reprimanded and/or discharged from employment on the site at the discretion of the Construction Manager. This Contractor shall provide the Construction Manager a Plan for Parking and Transportation of its personnel. The plan will include the following at a minimum:
 - i. Require workers to utilize public mass transit or Contractor provided shuttlebus service.
 - ii. This Contractor shall deny its workers access to the construction site that violates the Project's no parking requirements unless a special circumstance waiver is obtained in writing from the Construction Manager.
 - iii. No Contractor vehicles will be allowed to park on-site prior to submission and approval of a Construction Vehicle Access and Control Plan approved by the Construction Manager. This requirement shall not extend to material delivery vehicles.
- h. Radios shall not be permitted on the jobsite at any time.

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A. GENERAL CONDITIONS - continued

19. Security

- a. Security guard(s) will be employed by the Construction Manager at main entrance. Contractors will be required to wear photo ID's badges to gain access to site. The security guard will issue the ID badges. ID badges shall be returned when employee is no longer working on the project. A list of employees authorized to work on this project will be provided to the Construction Manager and updated weekly. This requirement extends to all contractors of every tier. Contractors' employees will not be allowed to enter the site without being on the Construction Managers authorized list and present a picture I.D.

20. Miscellaneous

- a. The allowances indicated in the scope will be used only with the expressed written consent and direction from the Construction Manager and may be used for purposes other than what is described as per said direction. All costs unused against these allowances will be credited back to the Construction Manager in the form of a deduct change order at the remaining value.

21. Close-Out Procedures

- a. Contractor agrees to provide documentation and cooperate with Construction Manager and Owner in closing out the Contract upon completion of Work. Contractor agrees to provide, at a minimum, the documentation listed in the Close-Out Checklist, to be developed by the Construction Manager, and understands that completion and compliance with the checklist is a condition precedent to receipt of final payment. The Construction Manager and Owner reserve the right to request additional documentation reasonably within the control of the Contractor.

22. Affirmative Action/M/WBE

- a. All Work on this Project will be subject to New York State Executive Law Article 15-A and 5 NYCRR Parts 140-145 Equal Employment Opportunity regulations. The Contractor shall use its best efforts to subcontract to Certified Women or Minority Business (M/WBE) Contractors in the combined amount of Thirty percent (30%) of the Contract Amount. The Contractor shall use its best efforts to subcontract to Certified Women Fifteen percent (15%) and Minority Business (M/WBE) Contractors Fifteen percent (15%) of the Contract Amount. In addition, the Contractor shall use its best efforts to meet goal for minority and women workforce participation. With its bid, the Contractor shall submit a plan that will demonstrate how they intend to meet both the M/WBE Goal and the workforce goals. Contractor will comply with the New York State Executive Law Article 15-A and 5 NYCRR Parts 140-145 that fully explains the required M/WBE Participation.

B. SCOPE OF WORK

Without restricting the generality of work which shall be performed within the Contract Price, it is clearly understood and agreed that the Contractor shall provide all material, labor, trucking, hoisting, rigging, engineering, scaffolding, power hookups, protection, shop drawings, applicable taxes, permits, layout, equipment, supervision, applicable insurance, etc., necessary for the furnishing and installation of all specified and related work contained herein in accordance with The Contract Drawings, Specifications, Addenda and Riders, all of which become part of this Contract.

The Scope of Work shall include, but not be limited to, all the Work in the following Specification Section(s), except such Work as may be specifically excluded in Paragraph "C" "WORK NOT IN CONTRACT

TRADE: WATERMAIN RELOCATION

B. SCOPE OF WORK - continued

<u>Sheet Number</u>	<u>Description</u>	<u>Date</u>
LANGAN C-821	NYC DEP Approved plans	7/21/16
LANGAN C-822	NYC DEP Profile Drawings	5/13/2016
LANGAN C-823	NYC DEP Water Main Detail Drawings	5/13/2016
LANGAN C-901	Route 9A SLAB REMOVAL PLAN	5/16/2016
LANGAN C-902	Route 9A RESTORATION PLAN	5/16/2016

This Contractor shall be responsible for examining all of the Documents listed on the Rider "B", "List of Drawings and Specifications" and all items related to this Contractor's Work, and called for in these Documents, shall be included in this Contract.

In addition to the above Drawings & referenced Specifications, the Contractor's work will include, but not be limited to the following items, clarifications and/or modifications:

I. WATER MAIN RELOCATION

1. Contract is a lump sum contract. Contract Price includes all labor, material, and equipment required to provide a full and complete installation.
2. The Contract is based upon unclassified excavation, including rock boulders, to elevations as required to place water main work on suitable bearing material. Notwithstanding elevations as may be indicated in the Contract Documents the Contractor shall excavate and place foundations for water main work to the elevations required for proper bearing capacity as approved by the Geotechnical Engineer and authorities having jurisdiction at no additional cost to the Construction Manager. The Contractor has visited the site, is aware of the existing conditions, and agrees to accept the site as is. All costs in connection with removal of any and all obstructions encountered at any depth, preventing sewer and water main work installation is included within the Contract Price. All excavated material, subsurface obstructions, and debris shall be removed and legally disposed of off-site.
 - a. Contractor includes removal and proper off-site disposal of excess or non-acceptable materials, except for hazardous or contaminated material, that are encountered. In the event hazardous materials are encountered, the Contractor shall stop work in the affected area only, immediately notify the Construction Manager who shall advise the Contractor when work can recommence. There shall be no claim for delays caused by the remediation of hazardous material.
 - b. Contract includes the removal and proper off-site disposal of concrete floor slab in parking garage, asphalt road surfaces, concrete road sub-base and any other material that is required to be removed to install water main relocation work.
3. The cost of all sheeting, shoring, bracing, rock anchors, underpinning of adjacent structures, support of existing utilities crossing the work of this Contract, support of adjacent parking lots and sidewalks, and all other retainage and support systems that may be required is included in the Contract Price. All such support systems and their design shall be the responsibility of this Contractor who shall retain the services of a Licensed Professional Engineer registered in N.Y. State to prepare these earth retainage support systems which shall be submitted to the Geotechnical Engineer for its review and comments prior to filing for approval with the Building department. The Contractor shall be responsible for filing all necessary documentation to obtain all Building Department Approvals for the work. The costs for controlled inspection for all retainage and support systems are included in the Contract Price.
4. **Water Main Work**
 - a. Furnish and install all proposed cement lined ductile iron pipe class 56, valve boxes, tee's, connections, fire hydrants, manholes, in accordance with NYCDEP standards.

TRADE: WATERMAIN RELOCATION

B. SCOPE OF WORK - continued

- b. Furnish and install all metal accessories such as, but not limited to casting, covers, gratings, cast iron manhole steps, and all other accessories required by NYC DEP Standards and Specifications.
- c. Provide all stone ballast and backfill material compacted to proper bearing capacity as required by NYC DEP.
- d. Remove and properly dispose of off-site all water main pipes and connections indicated to be removed or the conflicts with new water main pipe installation. Provide all capping of existing water main lines as required.
- e. Provide all site connections.
- f. Work includes all bedding material, backfill, paving, concrete work, and surface restorations.
- g. All flushing and cleaning of installed water main piping and structures as required by NYC DEP are included in the Contract Price.
- h. Provide television inspection and video tape recording all water main pipe work. Any installation found to be not acceptable will immediately be repaired and or replaced by this Contractor.

5. Removal of Existing Utilities

- a. Remove all manholes, fire hydrants, and connections indicated on Contract Documents. Work includes all excavation, removal, off-site disposal, and backfill.
 - b. Remove and cap all utility lines that interfere with new water main work. Contractor shall verify with the appropriate utility that utility lines that are indicated to be removed have been deactivated prior to removal work. Any utility scheduled to be removed that has not been deactivated shall be immediately brought to the Construction Manager's attention. Contractor will not stop the project but will relocate to a clear area in order to progress the project.
 - c. Utility lines are to be removed and not hydraulically filled with sand.
 - d. Contractor shall place controlled backfill at locations of removed existing utilities.
6. Contract Price includes all cost due to interferences with mapped and unmapped underground utilities not scheduled to be removed. All negotiations with utility companies regarding reimbursement of costs shall be the Contractor's responsibility. Contractor agrees that there will not be a change in Contractor Price due to discovery of mapped or unmapped underground utilities that interfere with the installation of this Contract.
7. All work shall be protected from freezing. Contractor includes all blankets, heaters, and other methods and means to prevent installation on frozen ground.
8. Contract Price to include all street, curb, and sidewalk restoration work in connection with water main work. Permanent and temporary restoration work of roadways and curbs damages or disturbed by water main relocation work is included in the Contract Price. Restoration work shall be schedule at off-hours to allow for minimal disruptions and for the maintenance of vehicular and pedestrian flow.
9. Provide as-built drawings for all new installations.
10. Contractor shall coordinate its work with, participate, and attend all NYC DEP meetings concerning this project. All costs to coordinate its work with NYC DEP are included in the Contract Price.
11. One lane of traffic shall be maintained on affected streets at all times.

TRADE: WATERMAIN RELOCATION

B. SCOPE OF WORK - continued

12. Contract Price will include all required overtime and weekend work as required by NYC DOT.
13. Contract Price includes the providing of all required backfilling materials in accordance with the design documents.

II. GENERAL ITEMS

1. Contractor shall retain and pay for a night watchman for the duration of the work as required by NYCDOT. All temporary structures, radio or phone services shall be provided by this Contractor.
2. This Contract includes patching of sidewalks, curbs and streets damaged by this Contractor's operations for public safety as required by governmental agencies having jurisdiction thereof. See C-901 and C-902 for NYSDOT specifications and details for the restoration of streets.
3. The Contractor shall furnish, install and maintain all required temporary protection and enclosures including, but not limited to:
 - a. OSHA approved guardrails and toeboards around pits, excavations, changes in elevation greater than 3'-6" and other hazards.
 - b. Ladders and stairs.
 - c. Cleated plank walkways.
4. The Contractor shall protect traffic signs, light poles, parking meters including reimbursement of lost revenue, and other similar items located on the site and shall relocate same if required at its cost and in accordance with City requirements.
5. Provide pedestrian walkways in street with all associated and required barricades, timbers, rails, etc, if required by this Contractor's operations.
6. Contractor shall provide all lifting equipment to safely unload material from delivery trucks. The rolling off of material from delivery trucks is not to be allowed. Procedures for off-loading shall be provided when requested for Construction Manager's review.
7. Contractor shall provide, wire, operate, and power all area lights required to perform the work of this Contract.
8. All vehicles shall pass through a wheel wash to remove debris from tires and vehicle bodies prior to leaving site provided by this Contractor in locations as directed by the Construction Manager.
9. Contract Price includes the providing of a 100% Performance and 100% Labor and Material Payment Bond from a Surety list in the Department of the Treasury's Listing of Approved Sureties.
- 10: Contractor shall clean streets as often as needed but at least once a day, trim loads of excavated material to avoid spillage and maintain good housekeeping. Special precautions shall be taken to provide adequate housekeeping of the site including but not limited to sweeping of sidewalks and removal of debris from the adjoining streets daily, or more often if needed. Contractor shall also clean and hose down the sidewalks at the Site perimeter as required maintaining a clean, safe, unobstructed pedestrian passage following its operations at night and before commencement of work in the morning.
11. Contractor shall procure and pay for all permits related to its operations. This includes the procurement and payment of the NYC DEC permit and inspection fee to be taken out in the name of the Owner.

TRADE: WATERMAIN RELOCATION

C. WORK NOT IN CONTRACT

1. Roadway or curbs restoration outside work limits of sewer relocation work.
2. Utility work outside limits of sewer relocation work.
3. Disposal of hazardous or contaminated material.

D. SHOP DRAWINGS AND SUBMITTALS

The Contractor shall immediately expedite the submission of shop drawings and ordering of materials and equipment so that work of this Contract shall be installed in sufficient time to comply with the Project Construction Schedule. This Contractor agrees that the following specific scheduling intervals shall be maintained by it and coordinated with other trades provided that the work of others has advanced sufficiently to permit the sequencing as called for:

1. Work under this Contract shall commence immediately upon receipt of instructions from the Construction Manager and shall proceed when and where directed, with sufficient labor and material, to allow the entire project to be completed in accordance with the Project Construction Schedule. The work under this Contract shall be coordinated with the work of other trades in order not to delay the progress of the job. The Contractor shall follow all interim schedules that may be issued by the Construction Manager, as the job conditions require.
2. A submittal schedule log indicating a description and submission dates of all drawings, schedules, literature, samples, certifications, etc., as required by the specifications and terms of this Contract shall be completed and submitted for approval within two (2) weeks of Contract award.
3. Shop drawings and detail drawings shall be provided by this Contractor, utilizing the most modern detailing practices applicable to this Project, incorporating speed and economy in fabrication and erection methods.
4. Contractor will include blank template approval stamps on all shop drawings submitted for approval. Template to be provided electronically by the design team.
5. It is agreed that for purposes of scheduling the various operations of the Contractor's work, the Architect shall require ten (10) working days, or fourteen (14) calendar days, whichever is longer, for the approval of shop drawings, from time of Architect's receipt to time of Architect's return to Construction Manager.
6. All required shop drawings and submittals shall be submitted in a uniform flow as drawings for each area of the building are completed. This Contractor shall establish a steady flow of shop drawings for approval and not accumulation of an excessive quantity of shop drawings in a single submission.
7. The Contractor shall submit and maintain record documents (shop drawings, as-built, etc.) in accordance with the Contract Documents.
8. All submissions will be submitted with a stamp indicating that Contractor has reviewed the submittal for conformance with the Contract Documents, coordinated with the work of other trades, and approved by the Contractor.
9. Shop drawings and detail drawings shall be provided by this Contractor, utilizing the most modern detailing practices applicable to this Project, incorporating speed and economy in fabrication and installation methods. All shop drawings shall be prepared using latest version of AutoCAD and record as-builts shall be provided to Owner at Substantial Completion in both disk format and hard copy prints.
10. The Contractor shall furnish to the Construction Manager copies of all material orders (without pricing), cutting lists, shop tickets and acknowledgments of such orders.

TRADE: WATERMAIN RELOCATION

D. SHOP DRAWINGS AND SUBMITTALS - continued

11. Shop drawings for embedded items and separate layout drawings indicating the locations of these embedded items shall be submitted within Six (6) weeks after Contract award, or sooner, if required by the Construction Manager.
12. The Contractor shall furnish to the Construction Manager Transparencies and/or prints of erection plans and shop drawings in such quantities as determined by the Architect, which shall be used for approval of the Contractor's work.
13. Contractor shall utilize the Construction Manager's electronic document control system if so directed.
14. All connection calculations prepared by this Contractor shall be signed and sealed by a NYS Professional Engineer retained by this Contractor. All shop drawings shall be prepared under the supervision of the PE. This Contractor shall provide a signed and sealed letter stating that all shop drawings were prepared under the supervision of this Contractor's Professional Engineer.
15. This Contractor's Professional Engineer and all sub-trades professional engineers shall carry errors and omissions liability insurance in accordance with Rider "D", Insurance Rider. Certificates of Insurance shall be submitted to Owner, Construction Manager and the Engineer of Record prior to calculation and shop drawing submittals. Any change or cancellation to this policy shall be notified to the above parties with 30 days advance notice.

E. SCHEDULE-TIME OF PERFORMANCE

1. With the bid, this Contractor is to submit the following to the Construction Manager:
 - a. Construction progress schedule
 - b. Preliminary crane, material staging, and erection logistics plan.
 - c. Shop drawing submittal schedule logically tied to construction schedule with following additional information:
 - i. Estimated number of shop drawings, erection and piece mark drawings to be submitted for review.
 - ii. Approximate number of shop drawings to be submitted at each submission.
 - iii. Frequency of shop drawing submissions.
 - d. Calculations and shop standards submission schedule
 - e. Name and resume of trade Contractor's superintendent to be assigned to this project, for review and approval by Construction Manager.
 - f. Worker's Compensation Employee Modification Ratio.
 - g. M/WBE and EEO Plan
 - h. Insurance Worksheets
2. Within two (2) weeks of award, this Contractor is to submit the following to the Construction Manager (first payment to Contractor will be withheld until the following is submitted):
 - a. Trade payment breakdown
 - b. Labor rate sheets
 - c. Certificates of insurance

TRADE: WATERMAIN RELOCATION

E. SCHEDULE-TIME OF PERFORMANCE - continued

- d. Begin submission for approval of all drawings, schedule, literature, samples, certifications, etc., as required by the Specifications. Shop drawings shall be completed for approval within Four (4) weeks of Contract award after Contractor's receipt of Released for Construction design drawings, but total detailing time shall not delay scheduled start of erection and completion. Contractor shall submit a shop drawing schedule by tier, including milestones for submission of shop standard, start date of detailing shop drawings, approximate number of shop drawing to be submitted each week and schedule of procurement of materials (mill order). The Contractor, with its detailers and its licensed professional engineer responsible for the design of the connections, shall attend a pre-detailing meeting with the Engineer to review the Contractor's connection design concepts. This meeting shall be scheduled within two weeks of notice to proceed. A detailed schedule of shop drawing submittals shall be provided to the design team at this meeting. Job standards and calculation submittals shall be made for all connection types at the start of the shop drawing schedule.
 - e. Material procurement logs.
 - f. Horizontal Bar Chart Schedule, indicating the following intervals:
 - i. Shop standards.
 - ii. Submission of all shop drawings.
 - iii. Fabrication.
 - iv. Installation.
 - g. Cash Flow
3. Within two (2) weeks of Contract award, the Contractor shall submit a detailed CPM schedule indicating the aforementioned activities and their interdependencies, as well as any additional activities the Construction Manager may request at a later date, to more accurately reflect actual project conditions.
4. In order to maintain synchronization and harmony with respect to all of the construction and operations on the Project site, Contractor agrees to do the following when so requested:
- a. Review the construction schedules of Other Contractors in order to make internal revisions to Contractor's own schedule such that Contractor's schedule will coordinate with the schedules of others, or
 - b. Participate in a joint review among relevant parties of the schedules of Contractor and the Other Contractors, each schedule being reviewed in terms of the others, in order to coordinate all such schedules; and, after such joint review, revise Contractor's schedule as mutually agreed upon and to the extent necessary in order to coordinate Contractor's activities with those of the Other Contractors.
5. The Contractor shall be prepared to commence the engineering phase of the work immediately and its fieldwork on or about **December, 2016**, or at such later date as directed by Construction Manager provided that the work of others has advanced sufficiently to permit such a start. The Contractor will provide multiple equipment, work in shifts, weekend work, expedite material procurement, expedite material delivery, shop drawing overtime, and any other cost to accomplish the following milestone dates:
- a. The Contract Price includes all overtime costs, both direct and indirect, weekend and holiday work, multiple shift costs, regardless of cause of delays including weather, which the Contractor must utilize in order to maintain the construction schedule.

There will be no escalation of price allowed for duration of the Contract, nor will there be any additional cost due to the delayed start or protracted duration of installation as required by the progress of the project.

TRADE: WATERMAIN RELOCATION

E. SCHEDULE-TIME OF PERFORMANCE - continued

6. The Contractor agrees that "Time is of the Essence", with respect to the performance of the Contractor's work and all dates and time periods pertaining to this Contract, and it understands that in order to accomplish the aforementioned Schedule, including intermittent milestones, it may be required to work its crew and equipment overtime on regular work days and on Saturdays and Holidays, the cost of which is included in the Contract Price. The Contractor shall pay the cost of standby trades, provided such overtime is required due to the Contractor's failure to maintain schedule. It is understood and agreed that procurement of Saturday, Sunday or Holiday work permits and/or after hour work permits, if required, shall be obtained by Construction Manager, however, all costs associated with obtaining the work permits shall be charged to the Contractor.
7. Installation will be able to commence on site, assuming the work of other trades has advanced sufficiently.
8. All materials must be fabricated to allow the above installation schedule to proceed uninterrupted. Failure to meet the requirements will require the Contractor to immediately institute a recovery program that may consist of additional manpower, shift work or overtime until this Contractor is capable of performing its work to maintain the above schedule, with no increase to Contract Price.
 - a. Where the Contractor is installing Work with associated shop drawings and product submittals, the Contractor shall submit the information for review and approval at a minimum forty-five (45) working days in advance of the installation date for review/approval by the Owner's or Construction Manager's design professionals and the Construction Manager; no Work shall be installed prior to this review and approval process.
9. Within five (5) working days of the receipt of a "Notice of Non-conformance" or "Punch List," the Contractor shall begin all corrective work indicated on the list. Upon receipt of a Punch List or Notice of Non-conformance, for any given area, this Contractor shall assign a sufficient number of workers to complete or correct the Work per the Construction Manager's scheduling requirements. Any and all costs to repair damages caused by the Contractor during the performance of this, or any other work, shall be charged to this Contractor's account.
10. The Contractor will submit the following on a weekly basis. Failure to do so is grounds for non-payment:
 - a. Detailed reports regarding status of engineering submissions, procurement, and fabrication operations.
 - b. This Contractor shall make available on an as visit basis its facilities to verify material procurement, fabrication and completion quantities.
 - c. This Contractor shall provide a shop drawing schedule indicating the total amount of drawings per tier, amount submitted, amount to be resubmitted, and the amount issued to the shop for fabrication.

F. SAFETY

1. All work performed by this Contractor and its Subcontractors of every tier will be in accordance with all federal, state, and local laws and regulations. This Contractor shall employ the most up to date and advance safety methods, means and devices to insure a safe work environment for its workers, its subcontractor workers, workers of other trades, adjacent structures, and the public whether or not specifically stated in the Contract Document. Notwithstanding anything to the contrary, the Contractor will be responsible for maintaining a safe work environment.

TRADE: WATERMAIN RELOCATION

F. SAFETY- continued

2. The Contractor agrees that the Construction Manager may suspend the performance of its work, in whole or part, to the extent necessary to ensure compliance with, and enforcement of the Site Safety Plan and all federal, state, and local laws and regulations as necessary to ensure the safety of the public, adjacent properties, and workers. Any costs incurred by the Contractor as a result thereof are included in the Contract Price.
3. The Contractor's Safety Program will be job specific in accordance with the requirements of Rider "S", Safety Addendum, latest edition, attached hereto and made part of the Contract.

G. QUALITY ASSURANCE

1. Reference Standards

All work of this Contract shall be performed in strict accordance with the Codes and Standards noted below and with the Contract Documents. When more than one of the Reference Standards and/or the Contract Documents applies to a particular portion of the work, the most stringent shall govern.

- a. "Building Code of the City of New York {Modify as Required}" - with all amendments to date.

The requirements of any additional Reference Standards cited by the Documents noted above shall be considered as being mandatory for this project.

2. Tolerances and Finish Requirements

Work that is out of specified tolerance and/or does not meet other project requirements under this Contract shall be corrected, repaired or replaced immediately so as not to delay project construction schedules or else at a later time as directed by the Contractor, at no additional cost.

3. Warranty

The Contractor will warranty, in a form acceptable to the Owner, all work performed and materials installed by it to be free from inherent defects and shall keep same in repair and replace any defective materials or workmanship free of cost to the Owner for a period of time of one (1) year or greater in accordance with the Contract Documents commencing from the date of formal Owner acceptance or thru to XXX xx, 20xx, whichever time period is greater.

- a. The Contractor shall replace or repair, at no additional costs to the Owner and/or Construction Manager, all installed work which occur after Owner acceptance and within the warranty period. The Contractor shall respond within twenty-four (24) hours notice thereof by the Owner. Additionally, the Contractor shall reimburse the Owner for any damages caused by such malfunctions and the repair thereof.
- b. Any use of installed items for testing, start-up or beneficial use prior to acceptance date shall not constitute warranty start-up. If this system is utilized for beneficial use or early occupancy, the Contractor shall perform a full service of the system and equipment including but not limited to a complete test of the system with written report and any required system repairs. All costs necessary to provide a full warranty period after this use is included in this Contract. Though the system will be utilized for beneficial use prior to the warranty start date specified herein, the Contractor shall maintain the system as if under warranty during that period.

4. Calculations

All calculations for this Contractor's Work are to be sealed by a properly licensed and fully qualified New York State Licensed Professional Engineer.

TRADE: WATERMAIN RELOCATION

G. QUALITY ASSURANCE - continued

5. Material Or Equipment Certifications

Contractor will submit, when so directed by the Construction Manager, all mill or factory test reports for Engineer's or Architect's review to confirm the quality of the material or equipment supplied to the project. Material or equipment found to not comply with Contract Documents will be immediately removed and replaced by the Contractor at no additional cost to the Owner or Construction Manager.

6. Layout and Surveying

The Contractor shall be fully responsible for all engineering and layout of his work. Benchmarks and axis lines will be established by the Construction Manager at each floor level. All subsequent layout shall be performed by the Contractor. The Contractor shall develop all lines and grades necessary for its work, and shall use a laser level in addition to any other surveying instruments in setting the locations and elevations of structural steel. The type of instruments to be used, as well as the frequency and method of calibration, are subject to the approval of the Construction Manager. Contractor shall provide a survey of all structural steel elements and pour stop locations conducted by a {licensed New York State or Local 15D} surveyor at the completion of its work.