

BATTERY PARK CITY AUTHORITY

REQUEST FOR PROPOSALS

FOR

BED A PROPERTY LINE WALL PROJECT – GENERAL CONTRACTING SERVICES

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I. SUMMARY

Battery Park City Authority d/b/a Hugh L. Carey Battery Park City Authority (“BPCA”) requests proposals (each individually, a “Proposal” or collectively, the “Proposals”) from general contracting firms (each individually, a “Proposer” or collectively, the “Proposers”) to provide BPCA with general contracting services for the Bed A Property Line Wall Project (the “Project” or the “Work”). The Work will encompass all general contractor services necessary to complete all specific site construction work elements described in the Scope of Work attached hereto as Exhibit A, including but not limited to: (i) the restoration of a damaged property line wall; and (ii) the restoration of an adjoining planting bed.

Created in 1968, BPCA is a New York State public benefit corporation responsible for financing, developing, constructing, maintaining, and operating Battery Park City as a richly diversified mixed use community providing residential and commercial space, with related amenities such as parks, plazas, recreational areas, and a waterfront esplanade. 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. GENERAL PROVISIONS

This request for Proposals, including attachments, exhibits, and any amendments or addenda (collectively, the “RFP”) is subject to the rights reserved by BPCA, including, but not limited to BPCA’s right to:

- withdraw and/or cancel this RFP at any time before final award of the contract;
- request clarification and/or additional information from any or all Proposers;
- amend any term or requirement of this RFP at any time before award of a contract (Proposers may amend their Proposals, as directed by BPCA, if BPCA materially alters or amends the RFP after submission of Proposals);
- alter any key dates or deadlines related to this RFP;
- award the Work, in whole or in part, to one or more Proposers;
- reject any Proposal that does not strictly conform to the requirements of this RFP;
- conduct an interview with any or all of the Proposers to aid the evaluation process; and
- negotiate potential contract terms with any Proposer;

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 New York State 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.

I. TIMETABLE & DESIGNATED CONTACT

A. Key Dates

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

- RFP issued: November 3, 2016
- Pre-proposal meeting: November 17, 2016 at 2:00 p.m. Meeting Location: BPCA Offices, 200 Liberty Street, 24th Floor, New York, NY 10281 (attendance is highly recommended).
- Deadline to submit questions to BPCA November 28, 2016 by 5:00 p.m. (by email only).
All questions regarding this RFP should be submitted in writing via email to the "Designated Contact":

Michael LaMancusa, Battery Park City Authority, at michael.lamancusa@bpca.ny.gov.
- BPCA's response to substantive questions: December 8, 2016 (by email).
- **PROPOSAL DUE DATE: December 15, 2016 by 5:00 p.m. (the "Due Date").**
- Selection and notification of successful Proposer: To be determined.
- Anticipated contract start date: February 2017.

B. Anticipated Contract Term

The anticipated term of the contract awarded pursuant to this RFP (the "Contract") is twelve (12) months (the "Term"); however, it is expected that the construction schedule for the Project will not exceed six (6) months. 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 is attached as Exhibit C.

II. GENERAL REQUIREMENTS

A. Minimum Qualification Requirements

The following are the Minimum Qualification Requirements for this RFP. Proposals that fail to comply with these requirements will be rejected.

- 1) The Proposer must be a licensed contractor in the State of New York.
- 2) The Proposer must have at least five (5) years' experience providing site construction services, including landscaping, or comparable collective work experience among its principals and/or partners.
- 3) The Proposer must have a NYC Business Integrity Commission license issued in its name for the removal and transport of landscaping/clean-up debris and waste materials associated with the Project or, alternatively, must retain a licensed subcontractor to perform such waste removal and transport services associated with the Project.

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

Contractor requirements and procedures for business participation opportunities for New York State certified MBEs/WBEs/SDVOBs and equal employment opportunities for minority group members and women are attached as Exhibit B. For questions relating to MBE/WBE/SDVOB participation, joint ventures and sub-contracting goals ONLY, please contact “MBE/WBE/SDVOB Designated Contact” Mr. Anthony Peterson at anthony.peterson@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 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 III.A., or MBE/WBE/SDVOB Designated Contact, as specified in Section IV.B., from the time of Proposer’s receipt of notice of this RFP through award and approval of the Contract by BPCA (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 must make a determination regarding the Proposer’s responsibility.

D. Submission of Proposals

Proposals must be received by BPCA no later than 5:00 p.m. on December 15, 2016.

Each Proposer must submit six (6) paper copies of its Proposal and a PDF version (via CD-ROM or flash drive) in a sealed package clearly marked “**Proposal Enclosed- Bed A Property Line Wall Project – General Contracting Services**” to the Designated Contact **by messenger, overnight courier or certified mail** to the following address:

Michael LaMancusa
Battery Park City Authority
200 Liberty Street, 24th Floor
New York, NY 10281

BPCA is not responsible for late Proposals, no matter the cause. Proposals *must* arrive at the time and place specified herein and be time stamped by BPCA by the Due Date. Please leave ample time for building security. Late Proposals will NOT be accepted. Proposals submitted by fax or electronic transmission will NOT be accepted. A Proposer may, after submitting a Proposal, amend its Proposal by submitting an amended Proposal, clearly labeled “**Amended Proposal Enclosed – Bed A Property Line Wall Project – General Contracting Services**” as long as the amended Proposal is submitted by the Due Date.

V. PROPOSAL FORMAT AND CONTENTS

A. Proposal Format

The Proposal must:

- Be printed on either 8½” x 11”;
- Have numbered pages; and

- Be no longer than ten (10) single-sided pages, exclusive of the Cover Letter, Cost Proposal, and Required Attachments.

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 this 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 IV.A; and
 - (c) Proposer has reviewed BPCA's form of contract, attached as Exhibit C to this RFP, and either has no objections or has detailed their objections in an appendix to their Proposal.

Cover Letters must include each of these representations and be signed. Proposals with Cover Letters that are unsigned or that fail to include each of the above representations (including the required appendix if there are objections to BPCA's form of contract) will be rejected.

- 2) Executive Summary.
- 3) Responses to the Questions as well as all of the Information Required (Sections VI.A and B).
- 4) Required Attachments (Section VI.C).

VI. INFORMATION REQUIRED

A. Questions and Information Sought Relating to the Work

- 1) Describe your firm's background, services, size and history as these factors are relevant to the Work, with an emphasis on (i) general site construction and masonry work in public parks and open spaces, particularly in New York City; and, (ii) the restoration of planting beds.
- 2) Discuss your proposed approach to and methodology for accomplishing the Work, including your procedures, staffing, and logistics, as well as the safety measures that you will employ to protect the public during the performance of the Work.
- 3) Submit a Bar Chart Schedule detailing the manner in which the Scope of Work will be completed. This should include sequencing of the associated work, manpower staffing levels, work shifts, specific indications of all project milestones and successful overall completion.
- 4) 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 "key persons" in any contract with BPCA.
- 5) Describe your firm's "backup plan" in the event the Lead PM, or one or more of the key persons assigned to the Project, leaves your firm.

- 6) Identify any subcontractors you intend to use for this engagement and describe the services to be performed by each subcontractor.
- 7) 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 questions is for informational purposes only and BPCA will determine FOIL applicability in its sole discretion.
- 8) Identify any and all exceptions taken to BPCA's standard form of contract, attached as Exhibit C, 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 that take exceptions to the standard form of Contract.
- 9) Please 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 service performed, and provide the name, address and telephone number for a person at client's firm familiar with such work.
- 10) Please provide any additional information that would serve to distinguish your firm from other firms and that you believe may be relevant to this RFP and your capability to perform the services requested.

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

- 11) Has your firm filed for bankruptcy or reorganization or had bankruptcy proceedings initiated against it within the last five (5) years? If so, please describe the relevant facts.
- 12) 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.
- 13) 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 contracting services? If so, please provide an explanation and the current status or disposition of the matter.
- 14) In the past five 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.
- 15) Are there any potential conflict of interest issues posed by your firm's performance of the Work on behalf of BPCA?
- 16) Are any of your employees or principals former employees of BPCA? If so, please list their names, current titles, and dates of employment with BPCA.
- 17) List any professional or personal relationships your firm's employees may have with BPCA's Board Members and/or employees. A current list of BPCA Board members and employees is attached to this RFP as Exhibit H.

C. Required Attachments

- 1) Mandatory Forms

Each Proposal must include a completed copy of all "Mandatory Forms" found at:
<http://bpca.ny.gov/wp-content/uploads/2015/03/Vendor-ResponsibilityQuestionnaire.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) State Finance Law § 139 Form 1, signed by the individual(s) authorized to contractually bind the Proposer.*
- c) W-9 form.
- d) Statement of Non-Collusion.
- e) MBE/WBE/SDVOB Utilization Plans. Please note that such plans must be submitted even if Proposer is a MBE/WBE/SDVOB.

*In addition to the copy that must be included in each bound Proposal, Proposers must additionally provide one (1) unbound, completed original, with ink signatures, of the NYS Standard Vendor Responsibility Questionnaire and SFL 139 Form 1.

- 2) Response to the question regarding the use of New York State businesses set forth in Section XII.
- 3) Completed MBE/WBE and EEO Policy Statement and Diversity Practices Questionnaire (attached as part of Exhibit B).
- 4) 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 in your proposal.
- 5) Acknowledgement of Addenda:
Attach a completed and signed Acknowledgement of Addenda Form, attached as Exhibit I, 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. 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.
- 6) Appendices:
 - a) Include professional biographies for all key management personnel at your firm, as well as for those individuals identified in response to question VI (A) (4), above.

VII. INSURANCE AND BONDING REQUIREMENTS

A. General Requirements

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 for the Project; and (ii) continuing throughout the entire Term. The insurance policies listed below must also conform to the applicable terms of the Contract, as shown in BPCA's sample form of contract attached as Exhibit C.

The total cost of the required insurance listed in paragraphs 2) and 3) 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 30 days before such cancellation or non-renewal is effective, except for cancellations due to non-payment of premium, in which case 10 days written notice is acceptable.

B. Insurance Requirements for the Selected Proposer

- **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 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 years after the construction work is completed, and continue to include Additional Insured protection for BPCA, BPCPC & the State of New York for the prescribed timeframe. When providing evidence of insurance the Proposer must include a completed Acord 855 NY form.

- **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 insured.
- **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.
- **Umbrella Liability Insurance** at a limit not less than \$5,000,000 per occurrence and in the aggregate. BPCA, BPCPC, and the State of New York must be protected as additional insureds on policies held by the selected Proposer and any of its subcontractors.
- **Builder's Risk / Installation Floater Insurance** in an amount not less than 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
- **Contractor's Pollution Liability Insurance** covering bodily injury, property damage, clean-up costs/remediation expenses and legal defense costs. Such insurance shall provide coverage for sudden and non-sudden pollution conditions arising out of the proposer's operations in Battery Park City. The limit of coverage shall not be less than \$1,000,000 per occurrence. BPCA, BPCPC, and the State of New York must be protected as additional insureds on policies held by the selected Proposer and any of its subcontractors.

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 the subcontractor's Work. The insurance policies listed below must also conform to the applicable terms of the Contract, as shown in BPCA's sample form of contract attached as Exhibit C.

- **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 & the State of New York for the prescribed timeframe. When providing evidence of insurance the subcontractor must include a completed Acord 855 NY form.

- **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 (2) unless otherwise approved in writing by BPCA prior to commencement of any Subcontractor's work.**

D. Bonding:

Provide a letter from your surety(ies) stating that you are able to provide a payment and performance bond as required by the standard form of contract (Exhibit C).

VIII. COST PROPOSAL; FORMAT AND REQUIRED INCLUSIONS

The Cost Proposal must state a lump-sum amount for the performance of the Work, with an itemized Schedule of Values for all services contemplated to be provided. To submit a complete Cost Proposal, Proposer must complete each of the following:

- 1) Cost Proposal in the form attached hereto as Exhibit D ("Form of Cost Proposal"), and
- 2) Labor Rates in the form attached hereto as Exhibit E ("Form of Labor Rates").

The Cost Proposal must be submitted in its own separate sealed envelope within the sealed package containing all other Proposal documents. Please provide two (2) copies of 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:

A) Experience performing general site construction and masonry work in public parks and open spaces, particularly in New York City;	30%
B) Landscaping experience in public parks and open spaces, including the restoration of planting beds	10%
C) Proposed staffing, approach to Work and resources	38%
D) Response to Diversity Practices Questionnaire	10%
E) Proposed MBE/WBE utilization plan (the “Utilization Plan”) or Proposer’s MBE/WBE status	8%
F) Proposed SDVOB utilization plan or Proposer SDVOB status	2%
G) Anticipated New York State business usage in contract performance	2%

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 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, Proposers hereby certify that they are not on the “Entities Determined To Be Non-Responsive Bidders/Offerers Pursuant to The New York State Iran Divestment Act of 2012” list (“Prohibited Entities List”) posted on the New York State Office of General Services website at: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf> and further certify that they will not utilize any subconsultant 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 New York State 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 a 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 need to be aware that all authorized users of this Contract will be 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

EXHIBIT A

Scope of Work

Bed A is one of the original planting beds within Battery Park City (the “Planting Bed”) and is located south of the North Cove Marina, in Esplanade Plaza, immediately north of Gateway Plaza and east of the Battery Park City Pedestrian Esplanade and the Hudson River. The property line wall (the “Wall”) that separates the Esplanade from Gateway Plaza is a granite clad, concrete wall. Over the past several years, BPCA has monitored and observed ground settlement in the immediate area that has affected approximately 50 feet of the Wall. The settlement has caused cracks in the Wall’s concrete and damage to several of its granite stones. Within the Planting Bed there are two areas where settlement has occurred, creating voids in the soil material.

The selected Proposer shall provide all labor, equipment, tools, and materials necessary to perform the inspection, repair and restoration of the damaged portions of the Wall and to restore the Planting Bed, in accordance with the requirements of the drawings and specifications attached hereto as Exhibit F (the “Construction Documents”) and the plant schedule attached hereto as Exhibit G (the “Plant Schedule”). These services include, but are not limited to, the following:

1. Prior to construction, the selected Proposer shall submit to and receive approval from BPCA a Safety and Staging Plan, which shall include the relevant areas of Gateway Plaza.
2. In accordance with all legal and regulatory requirements, the selected Proposer shall remove and discard all waste and debris off-site and replace such waste with all new landscape material, as provided in Exhibit F and G.
3. The selected Proposer shall install sheeting and/or cut the soil area to prevent the collapse of the remaining fill and soils.
4. The selected Proposer shall cart and store off-site all granite stones that are removed from the Wall.
5. The selected Proposer shall remove the existing 12” storm drain pipe and install a new 12” ductile iron pipe.
6. The selected Proposer shall install a 6” drainage pipe under the Wall and a new inlet box.
7. The selected Proposer shall remove and re-install approximately 42’ of the Wall.
8. The selected Proposer shall reset the existing stones and supply matching replacement stones for the existing damaged pieces.
9. The selected Proposer shall install new foundations for existing street light poles.
10. The selected Proposer shall partially fill sinkhole area with flowable fill in accordance with the Construction Documents.
11. The selected Proposer shall repair and restore to their pre-construction condition all impacted Project areas, including affected areas of Gateway Plaza, as indicated in the Construction Documents
12. Complete all plantings in accordance with the Construction Documents and Plant Schedule.

EXHIBIT B

CONTRACTOR REQUIREMENTS AND PROCEDURES FOR BUSINESS PARTICIPATION OPPORTUNITIES FOR NEW YORK STATE CERTIFIED MBEs/WBEs/SDVOBs AND EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITY GROUP MEMBERS AND WOMEN

Pursuant to New York State Executive Law Article 15-A and 5 NYCRR §§140-145, BPCA recognizes its obligation under the law to promote opportunities for maximum feasible participation of certified MBEs/WBEs and the employment of minority group members and women in the performance of BPCA contracts. Pursuant to New York State 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 SDVOBs.

In 2006, the State of New York commissioned a disparity study to evaluate whether MBEs/WBEs had a full and fair opportunity to participate in state contracting. The findings of the study were published on April 29, 2010, under the title “The State of Minority and Women-Owned Business Enterprises: Evidence from New York” (the “Disparity Study”). The report found evidence of statistically significant disparities between the level of participation of MBEs/WBEs in state procurement contracting versus the number of MBEs/WBEs that were ready, willing and able to participate in state procurements. As a result of these findings, the Disparity Study made recommendations concerning the implementation and operation of the statewide certified MBEs/WBEs program. The recommendations from the Disparity Study culminated in the enactment and the implementation of New York State Executive Law Article 15-A, which requires, among other things, that BPCA establish goals for maximum feasible participation of New York State Certified MBEs/WBEs and the employment of minority groups members and women in the performance of New York State contracts.

Business Participation Opportunities for MBEs/WBEs

For purposes of this solicitation, BPCA hereby establishes an overall goal of 30% for MBE/WBE participation, 15% for MBE participation and 15% for WBE participation (based on the current availability of qualified MBEs and WBEs). A contractor (“Contractor”) on the Contract must document good faith efforts to provide meaningful participation by MBEs/WBEs as subcontractors or suppliers in the performance of the Contract and Contractor agrees that BPCA may withhold payment pending receipt of the required MBE/WBE documentation. The directory of New York State Certified MBEs/WBEs can be viewed at: <https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp?TN=ny&XID=7562>. For guidance on how BPCA will determine a Contractor’s “good faith efforts,” refer to 5 NYCRR §142.8.

In accordance with 5 NYCRR §142.13, Contractor acknowledges that if it is found to have willfully and intentionally failed to comply with the MBE/WBE participation goals set forth in the Contract, such finding constitutes a breach of Contract and BPCA may withhold payment from the Contractor as liquidated damages.

Such liquidated damages shall be calculated as an amount equaling the difference between: (1) all sums identified for payment to MBEs/WBEs had Contractor achieved the contractual MBE/WBE goals; and (2) all sums actually paid to MBEs/WBEs 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 its goals for the utilization of MBEs/WBEs by submitting evidence thereof through the New York State Contract System (the “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 BPCA. 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 New York State Division of Minority and Women’s Business Development, “Your MWBE Utilization and Reporting Responsibilities Under Article 15-A.”

Please note that a Proposer who is an MBE or WBE must still (1) submit a utilization plan; and, (ii) utilize the target percentage of WBEs or MBEs, respectively.

- 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 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, at the address specified in this RFP, or by facsimile at 212-417-2279 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 MBE/WBE 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.
- E. Proposer shall attempt to utilize, in good faith, each MBE/WBE 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.
- F. The selected Proposer will be required to submit a Contractor's MBE/WBE Contractor Compliance & Payment Report to BPCA on a monthly basis over the term of the Contract, which will document the progress made toward achievement of the MBE/WBE 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 Contractor must document good faith efforts to provide meaningful participation by SDVOBs as subcontractors or suppliers in the performance of the Contract and Contractor 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: http://www.ogs.ny.gov/Core/docs/CertifiedNYS_SDVOB.pdf. 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), Contractor 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 as specified in the Contract. Such damages shall 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 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, at the address specified in this RFP, or by facsimile at 212-417-2279 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.

Contractors 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.

Contractors are required to submit a Contractor's SDBVOB 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 Requirements

By submission of a bid or Proposal in response to this RFP, the Proposer/Contractor agrees with all of the terms and conditions of the attached M/WBE – Equal Employment Opportunity Policy Statement. The Contractor is required to ensure that it shall and any subcontractors awarded a subcontract over \$25,000 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon, except where such work is for the beneficial use of the Contractor, 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 further agrees to submit a MBE/WBE and Equal Employment Opportunity Policy Statement, Form # 4, to BPCA with their Proposal.

To ensure compliance with Article 15-A, Proposer further agrees, where applicable, to submit with the Proposal, a staffing plan identifying the anticipated work force to be utilized on the Contract and if awarded a Contract, will, upon request, submit to BPCA a workforce utilization report identifying the workforce actually utilized on the Contract, if known, through the NYSCS; provided, however, that a Proposer may arrange to provide such report via a non-electronic method by contacting BPCA.

Further, pursuant to Article 15 of the Executive Law (the “Human Rights Law”), all other New York 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 are allowed by the Contract.

For questions on MBE/WBE/SDVOB participation, joint ventures and sub-contracting goals ONLY, please contact Mr. Anthony Peterson at 212.417.2337.



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/FrontEnd/VendorSearchPublic.asp?TN=ny&XID=7562>. 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 your contract’s project manager. 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/FrontEnd/VendorSearchPublic.asp?TN=ny&XID=7562>).

For more information, contact your project manager.

MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES – EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT

MBE/WBE AND 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.

Battery Park City Authority Request for Proposals

Agreed to this _____ day of _____, 2016

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

EEO Contract Goals (if applicable)

____% Minority Labor Force Participation

____% Female Labor Force Participation

(Authorized Representative)

Title: _____

Date: _____

Diversity Practices Questionnaire

I, _____, as _____ (title) of _____ firm or 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-venturers, 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?¹

4. Does your Company provide technical training² 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 MBE/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 MBE/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 minority- and women-owned business enterprises if selected as the successful respondent? Yes or No

If Yes, complete the attached Utilization Plan.

¹ Do not include onsite project overhead.

² 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

All information provided in connection with the 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 _____

Name of Business _____

Address _____

City, State, Zip _____

STATE OF _____
COUNTY OF _____) ss:

On the _____ day of _____, 201_, 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 C

BPCA's standard form of contract

(Attached)

CONSTRUCTION AGREEMENT

between

**BATTERY PARK CITY AUTHORITY,
d/b/a HUGH L. CAREY BATTERY PARK CITY AUTHORITY**

and

CONTRACTOR COMPANY NAME

**Dated as of _____
Contract No. ????**

(PROJECT NAME)

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EXHIBITS

CONSTRUCTION AGREEMENT

AGREEMENT made as of the _____ day of _____, 2011, between BATTERY PARK CITY AUTHORITY, d/b/a HUGH L. CAREY BATTERY PARK CITY AUTHORITY, a body corporate and politic, constituting a public benefit corporation and having a place of business at One World Financial Center, 24th Floor, New York, New York 10281 ("Authority," "BPCA" or "Owner") and CONTRACTOR COMPANY NAME, a corporation incorporated under the laws of STATE, having an office at Street Address, City, Zip, Phone, ("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 services, consisting of the Work, as hereinafter defined, for the location (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, as hereinafter defined, upon the terms and conditions hereinafter provided; and

WHEREAS, Contractor and BPCA entered into a Letter of Intent, dated as of August 31, 2011 (the "Letter of Intent"), under which BPCA authorized Contractor to perform the Work, as hereinafter defined, up to a funding maximum of \$50,000. The terms and conditions of such Letter of Intent are hereby superseded by the terms and conditions set forth herein; (if there is no Letter of Intent, omit this Recital).

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 - Name, address, etc. or n/a.
- (d) Artist - n/a.
- (e) Authority - as defined in the introductory clause of this Agreement.

(f) BPCA - as defined in the introductory clause of this Agreement. BPCA hereby designates BPCA Person and Title, Project Manager, 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.

- (g) Certificate of Substantial Completion - as defined in Section 8.6.
- (h) Change Order - as defined in Section 9.1(b).
- (i) Construction Manager - Name, address, etc. or n/a.
- (j) Contract Documents - as defined in Section 2.2.
- (k) Contract Price - as defined in Article 4.

(l) Contract Time - the duration of time during which Construction Manager schedules and coordinates the Work of Contractor pursuant to Section 7.2 hereof.

- (m) Contractor - as defined in the introductory clause of this Agreement.
- (n) Drawings - Project drawings comprising part of Exhibit B.
- (o) Engineer - Name, address, etc. or n/a.

(p) Extra Work - Any work in addition to the Work to be performed by Contractor pursuant to the Contract Documents.

(q) Field Order - as defined in Section 9.3.

(r) Final Acceptance - as defined in Section 8.7.

(s) Final Requisition - as defined in Section 5.2.

(t) Guarantor - as defined in Section 27.3.

(u) 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.

(v) Key Person/Personnel - as defined in Section 27.25.

(w) Letter of Intent - as defined in the fifth whereas clause of this Agreement.

(x) Materialman - Supplier of Materials.

(y) Materials - All products, materials, fixtures, tools, equipment, apparatus, and furnishings intended to form a part of the Work.

(z) Minority Business Enterprise or Minority Owned Business Enterprise or MBE - as defined in Article 26.

(aa) Minority or Minority Group Member - as defined in Article 26.

(bb) Payment Bond - as defined in Section 13.3.

(cc) Performance Bond - as defined in Section 13.3.

(dd) Preceding Covered Date - as defined in Section 5.5.

(ee) 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.

(ff) Progress Schedule - as defined in Section 3.1(a).

(gg) Project - as defined in the third Recital of this Agreement.

(hh) Purchase Order - as defined in Section 10.1(e).

(ii) Requisitions - as defined in Section 5.2.

(jj) Samples - Physical examples which illustrate Materials or workmanship and establish standards by which the Work will be judged.

- (kk) Site - as defined in the third whereas clause of this Agreement.
- (ll) Specifications - the specifications comprising part of Exhibit C.
- (mm) Subcontract - An Agreement between the Contractor and a Subcontractor (as defined in subSection (nn), below) for work on the Site.
- (nn) Subcontractor - A person, firm, partnership or corporation under contract with Contractor.
- (oo) Term - as defined in Section 3.1(i).
- (pp) Trade Payment Breakdown - as defined in Section 5.3.
- (qq) Women's Business Enterprise or Women Owned Business Enterprise or WBE - as defined in Article 26.
- (rr) Work - as defined in Section 2.1.
- (ss) 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 - Scope of 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:

(2) Exhibit B:

Etc.

- (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. Engineer 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 Engineer and Construction Manager shall 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 Contract.

(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 material 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 Engineer. 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 Engineer 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 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 Engineer 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 which 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. 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 Engineer, 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 Engineer 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 Engineer 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 Engineer; however, Materials of manufacturers, other than those specified, may be used if equivalent and approved by Engineer, 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) Engineer will initially judge the equivalency of proposed substitute Materials. Engineer will make written recommendation of acceptance or rejection to Construction Manager and/or BPCA. Construction Manager and/or BPCA will then authorize Engineer 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 Engineer 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 Engineer’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 Engineer 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 Engineer and his consultants.

(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 agrees to be bound by and comply with the Progress Schedule and the Work Completion Date and the progress schedule for completion and progress of the Work (with the original progress schedule, as the Progress Schedule shall be updated pursuant to subSection (b), below, being referred to herein as the "Progress Schedule") and waives any right to charge or claim damages or any increased cost, charges or expenses against BPCA, Construction Manager, or Engineer, for delays or disruptions from any cause whatsoever. Contractor's sole remedy as against BPCA, Construction Manager, or Engineer 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").

(b) Contractor has prepared a Progress Schedule detailing, without limitation, all

items of Work to be performed. Such Progress Schedule 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. After submission of the Progress Schedule for the Work, Construction Manager shall coordinate the Progress Schedule for the Work in coordination with the Progress Schedule for the entire 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/commenced the Work pursuant to the Letter of Intent, 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, and to the satisfaction of BPCA, Engineer, and Construction Manager.

(d) If, in the opinion of Construction Manager, Contractor falls behind the Progress Schedule 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 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 by DATE, or upon the expiration of any proper extension granted by Owner, Contractor agrees to pay to Owner \$1,000.00 (One Thousand Dollars), not as a penalty, **but as liquidated** damages, for each and every calendar day that the Contractor is in default. Default shall include abandonment of the Work by Contractor.

(g) Said amount of liquidated damages is agreed upon by and between Contractor and Owner because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages which Owner would sustain in the event of delay in completion, and said amount is agreed to be the amount of damages sustained by Owner and said amount may be

retained from time to time by Owner.

(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 any excess cost if BPCA determines that Contractor is without fault and that the delay in completion of the Work is due:

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

(2) to an unforeseeable cause 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, acts of BPCA, fires, epidemics, quarantine, strikes, freight embargoes and unusually severe weather; and

(3) to 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 (with the period between commencement of the Work and the Work Completion Date being referred to herein as the "Term").

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 Engineer harmless from any and all claims or judgments for damages, costs and expenses to which BPCA, Construction Manager or Engineer may be subjected or which they may suffer or incur by reason of Contractor's failure to comply with Construction Manager's directions promptly. 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 Engineer shall not, however, be liable for any damages suffered by Contractor by reason of the other contractor's failure promptly to 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 Engineer 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 agrees to reimburse such other contractor for all such damages and to indemnify and hold BPCA, Construction Manager and Engineer 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 which is causing or is threatening to cause such delay or disruption notify Construction Manager in writing of the effect of such condition upon BPCA's Progress Schedule, 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 strictly to 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 then in effect established by Construction Manager.

3.4 Extension of Time

(a) An extension of time under the Progress Schedule 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 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 then in effect for delays in the performance of the Work, if caused:

- (1) solely by acts or omission of BPCA, Construction Manager or Engineer;
or
- (2) by the acts or omissions of other contractors or unforeseeable 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 \$XXXXXXXXXXXXXXXX, (such sum is herein sometimes referred to as the "Contract Price"), which amount shall include any monies paid heretofore in accordance with the Letter of Intent, 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 F.

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 not incorporated in the Work 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 Engineer 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

Requisitions 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, and payment shall be made on or about twenty days after BPCA receives the Requisition together with the documents required pursuant to Sections 5.2 and 5.5 hereof. 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.

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 an amount equal to two times the value of the Work on the punch list as determined by Construction Manager 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 a 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 Engineer 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

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 the 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 which 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, Owner 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 Construction Manager and such other reports as may be required by BPCA or Construction Manager. BPCA, Construction Manager and Engineer 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

Until completion of the Work, 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 January 1, 2010 through December 31, 2010. 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 Engineer's Responsibilities and Functions

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

Engineer'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 Engineer and Construction Manager

In no event shall any act or omission on the part of the Construction Manager or Engineer relieve Contractor of its obligation to perform the Work in full compliance with the Contract Documents. Neither Engineer 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, Engineer 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 Engineer timely 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 Engineer, it is

desirable to require inspection or testing of the Work or its individual components in addition to any such testing which 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 Engineer'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, Engineer 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, Engineer or Construction Manager, such Work shall, if required by BPCA, Engineer 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, Engineer 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, Engineer 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 material 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, Engineer 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 Engineer 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 prior to the completion of the Work.

The delivery of a Certificate of Substantial Completion 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.

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 Engineer and Construction Manager as not having been acceptably completed in any punch list or otherwise, Engineer and Construction Manager shall perform an inspection for purposes of determining whether the Work has been so performed. Engineer 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").

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 the contract, 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, therefor, 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 or to coordinate the Work with the work of other contractors. Contractor shall not perform any Extra Work or change in the Work unless it has received a Change Order or Field Order (as defined in Section 9.3) duly signed as hereinafter provided. Contractor shall be obligated to perform changed Work promptly in conformity with any Change Order or Field Order issued in accordance herewith.

(b) "Change Order" shall mean a written order issued by the Authority to Contractor after execution of this Agreement, authorizing or requiring:

- (i) Extra Work,
- (ii) items which were erroneously deleted or omitted from the Work,

- (iii) items which were included in the Work but were subsequently deleted,
- (iv) an extension of time to complete Work,
- (v) an increase or reduction in the payment to Contractor;, or
- (vi) 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) by accepting an amount agreed upon by BPCA and Contractor;
- (2) by applying the applicable unit prices and alternates where the Work involved is covered by unit prices in this Agreement;
- (3) by 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 material 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 material 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) by 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) by adding to the Contract Price only the amount of the premium portion of overtime pay resulting from an acceleration of the Work; or
- (6) by 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 which 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 a 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) 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.

(b) No claim of contractor under this clause shall be allowed unless Contractor has given the notice required in subSection (a) 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 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.

(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. 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 Engineer. 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 Article 3-A of the Lien Law of the State of New York (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;

(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 Section 75 of the Lien Law; 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 promptly discharge such lien or 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: **XXXXXXXXXXXXXXXXXXXX**, 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 policies and certificates should name as additional insureds BPCA, Battery Park City Parks Conservancy Corporation (the "Conservancy"), the State of New York, Construction Manager, and Engineer.

(d) All insurance required to be procured and maintained must be procured from insurance companies which 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 form satisfactory to BPCA:
- (1) Worker's Compensation and Employer's Liability Insurance, including USL & H (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 \$1,000,000 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 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 in an amount which shall not be less than the following limits:

Combined Single Limits, Bodily Injury
and Property Damage Liability

\$XXXXXXXXXX per each occurrence and \$XXXXXXXXXX in the aggregate.

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, or under the circumstances under which such vehicles are being used being 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

\$XXXXXXXXXXXX per each occurrence.

- (5) Marine Protection and Indemnity ("P&I") insurance of not less than XXXXXXXXXXXXXXX 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 XXXXXXXXXXXXXXX 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 XXXXXXXXXXXXXXX per occurrence and in the aggregate. The policy shall include coverage for environmental clean-up on land, in air and on water.
- (8) Umbrella Liability Insurance, excess of general liability, automobile liability, Protection and Indemnity ("Marine Liability"), vessel pollution and Employer's Liability, in an amount of not less than XXXXXXXXXX.

(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, the Conservancy, the State of New York, Construction Manager and Engineer as additional insured 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, the Conservancy, the State of New York, Construction Manager, and Engineer 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 \$10,000 and a deductible provision for flood and earthquake in the amount of \$10,000. Owner recognizes that the deductible applicable to flood and earthquake may be greater than \$10,000 due to insurance market conditions and shall notify Contractor if such deductible is greater than \$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 already has not done so, furnish to BPCA, with the execution of this Agreement, to BPCA, a bond in an amount at least equal to one hundred percent (100%) of the Contract Price for performance of the Work (the "Performance Bond") and also a labor and material payment bond 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").

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 which 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 Engineer 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 Engineer 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) not suspend Work but 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 Engineer in writing within 72 hours of such determination, order or directive of its reasons for its opinion 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) work is Work required to be performed hereunder and not Extra Work, (y) action or omission is proper or (z) a 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 Engineer 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 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.

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 then in effect in accordance with, or failing to discharge any of its responsibilities under, Section 3.1(d) hereof, 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
- (2) any material adverse change shall take place in the financial condition of the Contractor;
- (3) any action shall be taken by Contractor 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 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 shall have 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 Owner's option exercised by written notice to Contractor, title to any or all of Contractor's Materials, equipment, 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 Owner and Owner 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 Owner has taken possession of the same, then after Owner has taken possession and the Work shall have been completed by or on behalf of Owner, Owner shall pay to Contractor, in respect to the items for which title has vested in Owner, 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 Owner elects to return the tools and dies to Contractor, the salvage value thereof. Owner shall have the right to set off against such payment due to Contractor any amounts then due and payable by Contractor to Owner which may accrue as damages owing by Contractor to Owner 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 Owner as set forth herein) required by Owner 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. In the event that it shall be determined that a termination under this paragraph was wrongful or not justified, such termination shall be conclusively deemed to be 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.

(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 a court of competent jurisdiction that adequate grounds for such termination did not exist, then such termination shall be deemed a termination for convenience as provided hereunder.

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, information and other property, which if this Agreement had been completed, would have been required to be furnished to BPCA;
- (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 Sections 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 reproducibles, 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 work in a manner which 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 Engineer drawings and calculations prepared by, and bearing the seal of a professional engineer, showing the proposed method for supporting such loads, for Engineer'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 Engineer's approval of such submitted drawings and calculations. The costs of the Engineer'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 Engineer'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 Engineer 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 or removal of such Materials from the Site and the vicinity thereof, 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 jurisdiction of any court in which BPCA brings an action arising under this Agreement, governmental nature of BPCA or 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 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 which 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 (1) shall not constitute acceptance of space, systems, Materials or elements of the Work, nor shall such use affect the start of any guaranty period and (2) shall not affect the obligations of Contractor for work which is not 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 which 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 which will become an integral component of the completed Project pursuant to this Agreement.

19.2 Certificates

Contractor, Subcontractors and Materialmen shall 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 all damage to all other work resulting from such defects and all expenses necessary to remove, replace and repair such other work which 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 which 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 which 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 which 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

Contractor shall hold BPCA, the Conservancy, the State of New York, Construction Manager and Engineer 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 its 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, the Conservancy, the State of New York, Construction Manager, and Engineer 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, the Conservancy, the State of New York, Construction Manager, and Engineer 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, the Conservancy, the State of New York, Construction Manager, and Engineer 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 Engineer 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:

- (1) all United States patents and patents registered in any other foreign country;
- (2) all proprietary knowledge, data and trade secrets; and
- (3) all 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 Engineer.

(b) After review by Engineer 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 Engineer, each of such items shall be returned in accordance with the procedures established therefor.

24.2 Contractor's Responsibility

Engineer'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 Engineer of the deviation in writing at the time of submission and has received from Engineer written approval by separate letter of the specified deviations. Engineer'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:

Name & Title of BPCA Person, Battery Park City Authority, One World Financial Center, 24th floor, 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:

Name, address & Company

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

(c) if to Construction Manager

Name, Company and Address (if there is a CM).

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

(d) if to Engineer/Architect/etc.

Name, Company, Address.

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

(e) 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 Definitions

The following terms shall have the meanings set forth below for the purposes of this Article 26:

(a) “Certified Business.” A business verified as a minority or women-owned business enterprise by the Division or such other New York State agency authorized to make such certification.

(b) “Diversity Program.” The program by which Owner shall monitor Contractor’s compliance with the requirements set forth in (i) the MBE/WBE Required Participation Plan and (ii) the Utilization Plan.

(c) “Division.” The Division of Minority and Women’s Business Development of the New York State Department of Economic Development.

(d) “Director.” The Director or the Executive Director of the Division.

(e) “Directory.” The directory of certified businesses prepared by the Director for use by Owner and contractor in complying with the provisions of the Executive Law of the State of New York, Article 15-A.

(f) “MBE/WBE Required Participation Plan.” The plan previously submitted by a Consultant to Owner listing the certified MBEs and/or WBEs which the Contractor intends to use in the performance of this agreement in order to ensure that MBEs and WBEs are awarded a fair share of the total dollar value that is to be paid for the Work.

(g) “Minority” or “Minority Group Member.” A United States citizen or permanent resident alien who is and can demonstrate membership in one of the following groups:

(1) Black persons having origins in any of the Black African racial groups;

(2) Hispanic persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American descent of either Indian or Hispanic origin, regardless of race;

(3) Native American or Alaskan native persons having origins in any of the original peoples of North America; or

(4) Asian and Pacific Islander persons having origins in any of the Far East countries, South East Asia, the Indian subcontinent or the Pacific Islands.

(h) “Minority-owned Business Enterprise” (“MBE”). A business enterprise, including a sole proprietorship, partnership or corporation that is:

- (1) at least 51 percent owned by one or more Minority Group Members;
- (2) an enterprise in which such Minority ownership is real, substantial and continuing;
- (3) an enterprise in which such Minority ownership has and exercises the authority to control and operate, independently, the day-to-day business decisions of the enterprise; and
- (4) an enterprise authorized to do business in the State of New of New York and is independently owned and operated.

(i) “Subcontract.” An agreement providing for a total expenditure in excess of \$25,000 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon between a contractor or consultant and any individual or business enterprise, including a sole proprietorship, partnership, corporation, or not-for-profit corporation, in which a portion of a contractor’s obligation is undertaken or assumed, but shall not include any construction, demolition, replacement, major repair, renovation, planning or design or real property or improvements thereon for the beneficial use of the contractor.

(j) “Utilization Plan.” A plan previously submitted by Contractor to Owner which sets forth the proposed percentages of employees who are either Minority Group Members or women and who will be used by Contractor to perform the Work.

(k) “Women-owned Business Enterprise” (“WBE”). A business enterprise, including a sole proprietorship, partnership or corporation that is:

- (1) at least 51 percent owned by one or more United States citizens or permanent resident aliens who are women;
- (2) an enterprise in which the ownership interest of such women is real, substantial and continuing;
- (3) an enterprise in which such women ownership has and exercises the authority to control and operate, independently, the day-to-day business decisions of the enterprise; and
- (4) an enterprise authorized to do business in the State of New York and which is independently owned and operated.

26.2 Equal Employment Opportunities for Minority Group Members and Women

(a) During the performance of the Work, Contractor agrees as follows:

- (1) Contractor shall not discriminate against any employee or applicant for

employment because of race, creed, color, national origin, sex, age, disability or marital status; shall undertake or continue existing 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; and shall make and document its good faith effort to achieve prompt and full utilization of Minority Group Members and women at all levels and in all segments of its work force where deficiencies exist.

- (2) At the request of Owner, 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.
- (3) Contractor shall state in all solicitations or advertisements for employees that in the performance of the Work, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
- (4) Contractor and any Subcontractor shall be required to submit compliance reports in accordance with this Section 26 relating to their operations and the implementation of the Diversity Program in effect as of the date of execution of this Agreement.
- (5) Contractor shall submit an EEO policy statement to Owner within seventy-two hours of notice from Owner of the awarding of this contract to Contractor. If Contractor does not have an existing EEO policy statement, Owner may provide to Contractor a model statement.

(b) Contractor shall include the provisions of Section 26.2(a) in every Subcontract in such a manner that the provisions will be binding upon each Subcontractor as to the Work in connection with this contract's execution.

(c) Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. 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

(d) Miscellaneous

- (1) The provisions of this Section shall not be binding upon Contractor or its Subcontractors in the performance of Work or the providing of services, or any other activities that are unrelated, separate or distinct from this Agreement as expressed by its terms.
- (2) The requirements of this Section shall not apply to any employment outside New York State, or application for employment outside such state, or solicitations, or advertisements therefore, or any existing programs of diversity regarding employment outside New York State and the effect of contract provisions required by this section shall be so limited.

(e) Enforcement

The parties agree to be bound by provisions of Article 15-A of the Executive Law of the State of New York and by the regulations adopted thereunder.

26.3 Workforce Participation

(a) Contractor is required to make and document good faith efforts to achieve the participation of _____ or n/a % Minority Group Members and _____ or n/a % women in the workforce for each trade or services utilized by Contractor in the Work as set forth in the Utilization Plan.

(b) 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 this contract by the specified categories listed, including ethnic background, gender, and Federal occupational categories. Contractors shall complete the Staffing plan form and submit it as part of their bid or proposal or within a reasonable time, but no later than the time of award of the contract.

(c) The participation for Minority Group Members and women employees must be substantially uniform throughout the work.

(d) Contractor shall not participate in the transfer of Minority Group Member employees or women employees from employer to employer or from project to project for the sole purpose of satisfying the participation goals above set forth.

(e) In achieving such participation, Contractor is required to make good faith efforts to find and employ qualified Minority Group Members and women supervisory personnel and journeymen.

(f) Contractor shall meet with Owner, and such other persons as Owner may invite, on a periodic basis as required by Owner to discuss issues relating to Minority Group Members

and women workforce participation. At such meetings, Contractor shall report on the names of its Subcontractors then engaged in construction on the project to which the Work relates or which within 60 days are scheduled to be engaged in construction of such project, on the nature of the work and anticipated construction schedule of Contractor and Subcontractors, on the anticipated hiring needs of Contractors and Subcontractors, on the names of the responsible foremen directly employed by Contractor, and such information requested by Owner that will then promote the employment of Minority Group Members and women. Contractor shall use its best efforts to obtain the above information and shall, upon Owner's request, cause its Subcontractors to attend said meetings and provide the above information.

(g) Compliance reports with respect to the Utilization Plan ("Utilization Compliance Reports") which shall be submitted to Owner's Diversity officer on a monthly basis and shall be in accordance with the following:

- (1) Owner may require that Contractor submit Utilization Compliance Reports for the duration of this contract to Owner regarding Contractor's operation and implementation of the Utilization Plan portion of the Diversity Program in effect as of the date of execution of this Agreement.
- (2) The Utilization Compliance Reports shall include information on any Subcontractor involved in the performance of the contract with regard to the Subcontractor's compliance with the Diversity Program.
- (3) The Utilization Compliance Reports shall include, but are not limited to the following:
 - (i) a breakdown of the Subcontractors by ethnic background, gender or such other categories as may be required by Owner;
 - (ii) the actions the Contractor and Subcontractors have taken to meet the components of the Diversity Program;
 - (iii) how Contractor and Subcontractors intend to utilize participation of Minority Group Members and women in their workforce in connection with the performance of the Work and timetables therefor during the remainder of their performance of the Work.

(h) Any failure by Consultant to submit a required Utilization Compliance Report, including information on any of its Subcontractor's compliance, may be deemed a breach of contract with respect to this agreement.

(i) Contractor shall include the provisions in Section 26.3 in every Subcontract, and such provisions shall be binding upon each Subcontractor.

26.4 Minority Business Enterprise (MBE) Participation and Women's Business Enterprise Participation

(a) Contractor shall make good faith efforts to attain the participation of _____ % MBE and _____ % WBE in the total dollar value of the Work.

(b) The total dollar value of the Work for purposes of determining compliance with the MBE/WBE Required Participation Plan shall be calculated as follows:

- (1) if an MBE and WBE is not the Contractor -- the dollar value of the Work subcontracted to MBEs and WBEs; provided, however, that where materials are purchased from an MBE and WBE which acts merely as a conduit for goods manufactured or produced by a non-MBE and non-WBE, only that portion of the price paid for such materials which will accrue as profit to the MBE or WBE and/or the Fee received by the MBE and WBE shall be included;
- (2) if Contractor is a joint venture including one or more MBEs and WBEs as joint venturers -- the Fee multiplied by the percentage of the joint venture's profits (or losses) which are to accrue to the MBE and WBE joint venturer(s) under the joint venture agreement; and
- (3) if an MBE and WBE is Contractor or where Contractor is a joint venture consisting entirely of MBEs and WBEs -- the Fee.

(c) Compliance reports with respect to the MBE/WBE Required Participation Plan ("MBE/WBE Compliance Reports") shall be required as follows:

- (1) MBE/WBE Compliance Reports shall be submitted to Owner on a monthly basis and shall include information with respect to:
 - (i) dividing the Work to be subcontracted into smaller portions, where economically and technically feasible;
 - (ii) actively and affirmatively making a good faith effort to solicit bids for subcontracts from qualified MBEs and WBEs identified in the directory of certified businesses available at the office of the Owner's Diversity Officer, including the circulation of solicitations to Minority contractor associations. Contractor shall maintain records detailing the efforts made to provide for meaningful MBE and WBE participation in the Work, including the names and addresses of all MBEs and WBEs contacted and, if any such MBE or WBE is not selected as a joint venture or subcontractor, the reasons for such decision;
 - (iii) making plans and specifications for prospective work

available to MBEs and WBEs in sufficient time for review;

(iv) utilizing the services and cooperating with those organizations providing technical assistance to Owner in connection with the participation of MBEs and WBEs in the project to which the Work relates;

(v) encouraging the formation of joint ventures, partnerships or other similar arrangements among subcontractors where appropriate;

(vi) ensuring that provision is made to provide progress payments to MBEs and WBEs on a timely basis; and

(vii) not requiring bonds from and/or providing bonds and insurance for MBEs and WBEs where appropriate, and/or assisting in obtaining bonds and insurance for MBEs and WBEs where feasible.

(2) MBE/WBE Compliance Reports which shall be submitted to the Diversity Department on a monthly basis.

(3) MBE/WBE Compliance Reports shall also include, but not be limited to, the following information:

(i) the name, address and telephone number of each certified MBE and WBE which Contractor is using or intends to use to comply with the MBE/WBE Required Participation Plan.

(ii) a brief description of the contract scope of work to be performed for the Contractor by each certified MBE and WBE and the scheduled dates for performance;

(iii) a statement of whether the Contractor has a written agreement with each certified MBE and WBE which Contractor is using or intends to use, and if requested, copies of such agreements;

(iv) the actual total cost of the contract scope of work to be performed by each certified MBE and WBE for this Agreement; and

(v) The actual amounts of any payments made by Contractor to each certified MBE and WBE as of the date the MBE/WBE Compliance Report was submitted.

(d) Contractor shall provide Owner with Monthly M/WBE and Workforce Utilization Reports, by the last calendar day of each month, **in the form of “Exhibit ????”** hereto. Failure to provide such reports shall be an event of default of contractor’s obligations pursuant to Article 15.1 (a) (1) hereof. **(IF NO GOALS, JUST WRITE, “M/WBE and**

Workforce Utilization Reports – n/a”).

(e) Contractor shall provide proof of payment to all subcontractors and materialmen in the form of a waiver of lien or cancelled check, with each request for payment. Failure to provide such proof of payment shall be an event of default of contractor’s obligations pursuant to Article 15.1 (a) (1) hereof. **(IF NO GOALS, JUST WRITE, “Contractor Proof of Payment – n/a”).**

26.5 Failure to Comply

(a) In accordance with 5 NYCRR §142.13, Contractor acknowledges that if it is found to have willfully and intentionally failed to comply with the M/WBE participation goals set forth herein or any other requirements set forth in this Article 26, such finding constitutes a breach of contract and Owner may withhold payment from the Contractor as liquidated damages.

(b) Such liquidated damages shall be calculated based on the actual cost incurred by Owner related to Owner’s expenses for personnel, supplies and overhead related to establishing, monitoring, and reviewing certified M/WBE programmatic goals and Diversity and Equal Opportunity compliance.

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 or 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 Engineer 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, consultant or agent of BPCA, Construction Manager, or Engineer. 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.

(c) Contractor alone shall be responsible for the safety, efficiency and adequacy of contractor's work, plant, appliances and methods, and for any damage which 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 Section 2875 of the Public Authorities Law of the State of New York which require that upon the refusal of 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, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant questions concerning such transaction or contract:

(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 consultant 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 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 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 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 action 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 submission 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 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 for any damage or loss sustained by reason of any act, neglect, fault or

default 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 seven (7) 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 it 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 five (5) business 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.

(c) Compliance with the provisions hereof shall constitute a condition to the Contractor's submission of a Dispute pursuant to Section 27.10 with respect to any claim for compensation 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 Engineer 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 moneys 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 Engineer 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 Engineer.

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 Engineer. Contractor agrees that no default, act or omission of BPCA, Construction Manager, or Engineer 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. Except as provided in this Section 27.13, 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 Engineer saving only 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 Engineer 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 State 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 Section 165 (5.) of New York's State Finance Law, and shall permit independent monitoring of their compliance with such Principles.

27.22 Termination for Failure to Disclose Under NYS Finance Law §139k

BPCA reserves the right to terminate this contract 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.

27.23 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.

27.24 Comptroller's Approval

If this Agreement is considered an "eligible contract," as defined by Title 2 of NYCRR 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 where the aggregate consideration under the contract may reasonably be valued in excess of one million dollars, AND the contract is either (A) 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 which pays the money to a state authority.

27.25 Key Person/Personnel

The parties understand that in entering into this Agreement, BPCA has relied upon Contractor's representation that Name, Title, Company and Name, Title, Company

(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 are not available as described herein, or if the Key Personnel depart from the firm or severs their relationship with the Contractor, or for whatever other reason 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.

27.26 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 document.

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: _____

EXHIBIT D

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 **Bed A Property Line Wall Project – General Contracting Services** in accordance with the terms stipulated in the following pages, for the sum written below.

A. 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 Bed A Property Line Wall Project – General Contracting Services (the “RFP”).

B. Itemized Proposal and Labor Rates

1. The Proposer has submitted with its proposal an itemized cost for the Work, according to the attached schedule of items, for the Scope of Work in Exhibit A of the RFP.
2. The Proposer has submitted with its proposal, labor rates for all trades, including all costs except overhead and profit, in the form attached as Exhibit E to the RFP. Prices shown include base hourly rate, overtime rate, insurance and benefits.

Name of Proposer:

By: _____

Title: _____

Construction Estimate of Quantities

Item Description	Unit	Quantity	Price \$ Per Unit	Total \$ Per Item
Mobilization	L.S.	1		
Work Zone Safety Control	L.S.	1		
Preconstruction Survey	L.S.	1		
Removal of Substructures	C.Y.	30		
Select Granular fill	C.Y.	260		
Controlled Low Strength Material	C.Y.	10		
Structural Excavation	C.Y.	280		
Geotextile Drainage	S.Y.	55		
Subbase Course Type 1	C.Y.	15		
Excavation Protection System, Major	S.F.	1,450		
Cast In Place Concrete Class A	C.Y.	40		
Epoxy Coated Bar Reinforcement for Structures	LB	3,700		
Replace Existing Stone Coping	L.F.	10		
Remove, Store, and Reset Existing Stone Coping	L.F.	65		
Replace Existing Stone Cladding	S.F	60		
Remove and Reset Existing Stone Cladding	S.F	400		
Drilling and Grouting Bolts or Reinforcing Bars	EA	75		
Ductile Iron Pipe, 12 Inch Diameter	L.F.	50		

Remove and Replace Precast Concrete Inlet	EA	1		
Underdrain Filter, Type 1	C.Y.	6		
Perforated Polyvinyl Chloride Underdrain Pipe, 6 Inch Diameter	L.F.	8		
Remove, Store, and Reset existing Underdrain Pipe, 6 Inch Diameter	L.F.	70		
Chain Link Fence, 6 Feet High	L.F.	400		
Remove and Reset Existing Fence	L.S.	1		
Concrete Sidewalks	C.Y.	12		
Crushed Stone (in Place Measure)	C.Y.	4		
Frames and Grates (Castings)	EA	1		
Remove and Reset Lamppost Assembly	EA	3		
Foundation for Lamppost Standards	EA	3		
Remove Lamppost Foundation	EA	3		
Tree Removal Per BPCA	LS	1		
Landscape	LS	1		
Prefabricated Composite Structural Drain	S.F.	475		
Total Construction Cost				

EXHIBIT E
LABOR RATES

The following labor rates are to be listed by craft and classification (Foreman, Journeyman, etc.) and are to include base wages, benefits, taxes, insurance and payroll costs complete. Overhead and profit are not to be included:

<u>CRAFT</u>	<u>CLASSIFICATION</u>	<u>HOURLY RATES</u>	<u>OVERTIME</u>
<u>LABORER</u> <u>CONCRETE</u>	_____	_____	_____
<u>CARPENTER</u>	_____	_____	_____
<u>IRON WORKER</u>	_____	_____	_____
<u>LABORER</u>	_____	_____	_____
<u>LABORERS - LESS</u> <u>SKILLED</u>	_____	_____	_____
<u>OPERATING</u> <u>ENGINEER</u>	_____	_____	_____
<u>FIELD SUPERVISOR</u>	_____	_____	_____
<u>FOREMAN</u>	_____	_____	_____
<u>TEAMSTER</u>	_____	_____	_____
<u>ELECTRICIAN</u>	_____	_____	_____
<u>PLUMBER</u>	_____	_____	_____

<Name of Company>

<Name of Proposer>

Signed

Date

By: <Printed Name>

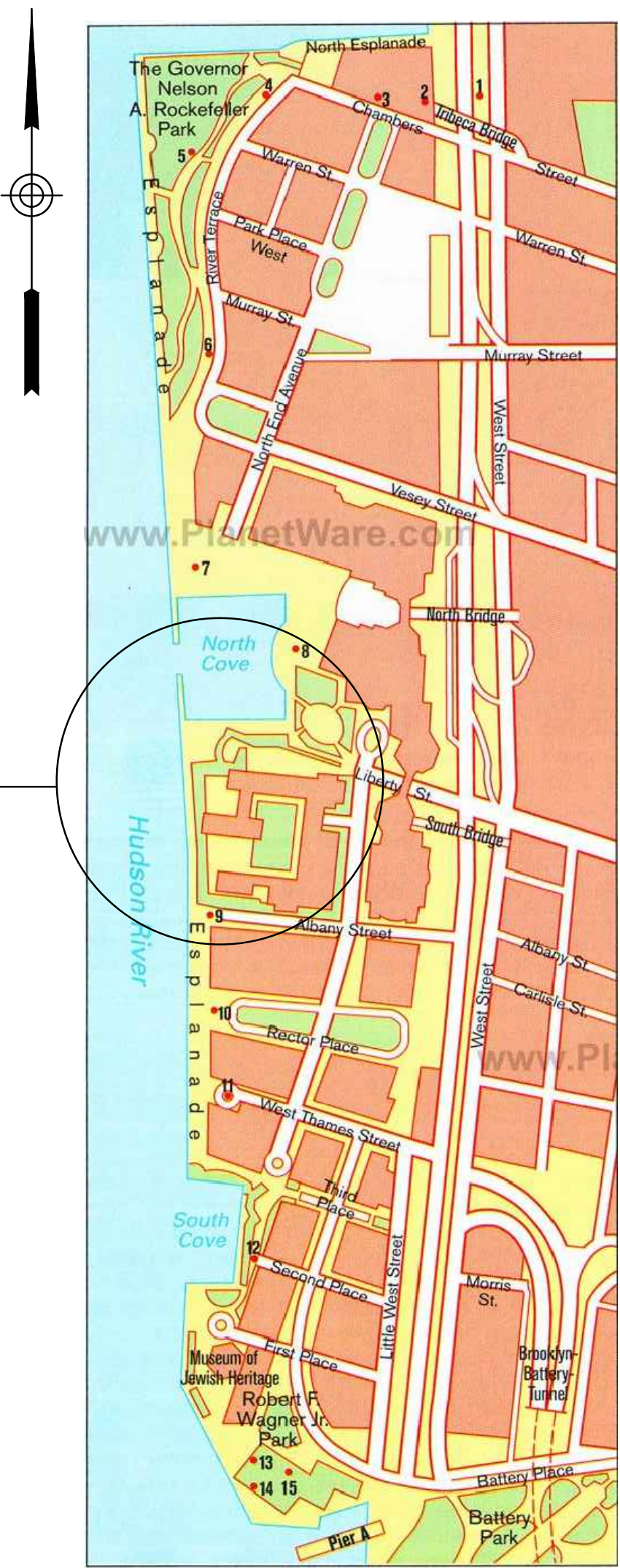
EXHIBIT F

Drawings and Specifications



BATTERY PARK CITY AUTHORITY

One World Financial Center, 24th Floor
New York, NY 10281



WORK LOCATION

LIST OF DRAWINGS

DRAWING NO.	DESCRIPTION
T-1	TITLE SHEET
C-001	GENERAL NOTES
C-002	ESTIMATE OF QUANTITIES
C-003	ABBREVIATIONS
C-004	LEGEND LINE SYMBOLOGY
C-005	LEGEND POINT SYMBOLOGY
C-006	GENERAL NOTES
C-007	WORK ZONE TRAFFIC CONTROL GENERAL NOTES
C-008	EROSION AND SEDIMENT CONTROL GENERAL NOTES
C-009	GENERAL PLAN
C-010	RETAINING WALL
C-011	SECTION (SHEET 1 OF 2)
C-012	SECTION (SHEET 2 OF 2)
C-013	SECTIONS AND DETAILS
C-014	MISCELLANEOUS PLANTING DETAILS -1
C-015	MISCELLANEOUS PLANTING DETAILS -2

LOCATION MAP
SCALE : N.T.S.

DESIGNED BY: LHS	DRAWN BY: VS	CHECKED BY: GFA	BATTERY PARK CITY AUTHORITY CONTRACT XX-XXXX	
<div>GEORGE ASSIS</div> <div>PROFESSIONAL ENGINEER N.Y. LICENSE NO. 073077</div>			BATTERY PARK CITY RETAINING WALL REPAIR	
			TITLE SHEET	
			CITY OF NEW YORK, BOROUGH OF MANHATTAN	
			<div>KSE</div> <div>KS ENGINEERS, P.C.</div>	
			Engineers • Surveyors • Construction Managers 65 Broadway, Suite 401, New York, N.Y. 10006 Phone: (212) 616-2657, Fax: (212) 616-3060	
			SCALE: AS SHOWN	DATE: 4/06/2016
			PROJECT NO.: 1637-03	SHEET NO.: T-1

GENERAL NOTES:

1.

ALL WORK PERFORMED UNDER THIS CONTRACT SHALL BE IN CONFORMANCE WITH N.Y.S.D.O.T. STANDARD SPECIFICATIONS—CONSTRUCTION AND MATERIALS, DATED JANUARY 1, 2016, AND ALL ADDENDA THERETO.
2.

BUILDING CODE:

THESE PLANS HAVE BEEN PREPARED IN ACCORDANCE WITH THE BUILDING CODE OF THE NEW YORK STATE, 2010 EDITION AND THE 2014 NYC CONSTRUCTION CODES. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THIS CODE, ITS LATEST ADOPTED AMENDMENTS AND LOCAL REQUIREMENTS.

CONCRETE DESIGN IS BASED ON ACI 318—05.
3.

SUBMITTALS REQUIRED, STRUCTURAL

A. THE FOLLOWING ITEMS REQUIRE SUBMITTAL OF SHOP AND ERECTION DRAWINGS, FOR REVIEW:

1) REINFORCING STEEL FOR CAST IN PLACE CONCRETE.

2) CONCRETE MIX DESIGN.

4.

SPECIAL INSPECTION: THE FOLLOWING ITEMS IS SUBJECT TO SPECIAL INSPECTION BY AN INDEPENDENT TESTING AGENCY,

A. CONCRETE

5.

PRIOR TO ANY WORK, THE CONTRACTOR SHALL REQUEST A UTILITY MARK OUT IN THE AREA OF WORK. THE CONTRACT DRAWINGS WERE BASED ON AVAILABLE AS—BUILT DRAWINGS.

6.

THE CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS AND DIMENSIONS BEFORE EXCAVATION AND SHOP DRAWING PREPARATION. NOTIFY THE ENGINEER OF ANY DISCREPANCIES.

7.

IN CASE OF CONTRADICTION BETWEEN THE DRAWINGS, THE SPECIFICATIONS, AND THE CODES OR IF ANY CHANGES IS REQUIRED, THE CONTRACTOR SHALL INFORM THE ENGINEER IMMEDIATELY. NO CHANGE SHALL BE MADE WITHOUT WRITTEN APPROVAL OF THE ENGINEER.

8.

ALL DIMENSIONS SHOWN FOR THE EXISTING STRUCTURES ARE APPROXIMATE AND MUST BE VERIFIED IN THE FIELD.

9.

THE CONTRACTOR IS TO FIELD VERIFY THE CONSTRUCTION DETAILS OF THE EXISTING STRUCTURES BEFORE STARTING WORK AND SHALL NOTIFY THE ENGINEER OF ALL CONDITIONS THAT VARY FROM WHAT IS SHOWN ON THE CONTRACT DRAWINGS. PROVIDE SKETCHES SHOWING THE ACTUAL DETAILS OF THE EXISTING STRUCTURES IN AREAS WHERE THESE DETAILS VARY FROM WHAT IS SHOWN ON THE CONTRACT DRAWINGS.

10.

THE CONTRACT DRAWINGS ARE BASED ON AS—BUILT DRAWING DATED OCT. 05, 1982. ELEVATIONS AND SURFACE FEATURES ARE BASED ON THE PREVIOUSLY MENTIONED DRAWINGS. CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND ELEVATIONS PRIOR TO START OF WORK.

11.

THE LOCATION AND EXTENT SHOWN FOR ANY EXISTING FOUNDATIONS, UTILITY LINES AND OTHER STRUCTURES, ARE PROVIDED FROM THE BEST AVAILABLE INFORMATION AND ARE NOT GUARANTEED FOR ACCURACY NOR COMPLETENESS.

12.

THE CONTRACTOR SHALL RESTORE ALL DISTURBED AREA AS SHOWN ON THE PLANS.
- LANDSCAPING NOTES:
1.

PROTECT ALL EXISTING VEGETATION TO REMAIN FROM DAMAGE DURING CONSTRUCTION.

2.

USE EXTREME CAUTION TO PROTECT UTILITIES.

3.

IT IS THE INTENT OF THIS CONTRACT TO AVOID ANY DISTURBANCE TO EXISTING VEGETATION ON THE SITE OTHER THAN THOSE SPECIFICALLY DESIGNATED FOR REMOVAL. ADJUSTMENTS SHALL BE MADE IN THE FIELD AT THE DIRECTION OF THE ENGINEER.

4.

ALL PLANT MATERIAL SHALL BE NURSERY GROWN UNLESS OTHERWISE NOTED.

5.

THE CONTRACTOR SHALL FAMILIARIZE HIMSELF WITH THE LOCATION OF UTILITIES EXISTING OR PROPOSED IN THE AREA TO BE PLANTED AND SHALL, WHERE NECESSARY, RELOCATE PLANTS AT THE DIRECTION OF THE ENGINEER.

6.

LOCATIONS OF NEW PLANTS SHALL BE STAKED BY THE CONTRACTOR AND APPROVED BY THE ENGINEER BEFORE PROCEEDING WITH THE WORK.

7.

ALL PLANTS SHALL BE SUBJECT TO THE ENGINEER’S INSPECTION AND APPROVAL AT THE NURSERY AND AT THE SITE PRIOR TO STARTING ANY PLANTING WORK.

8.

ALL BEDS AND TREE SAUCERS AND OTHER AREAS NOTED SHALL RECEIVE 2 INCH (MINIMUM) OF APPROVED MULCH.

9.

CONTRACTOR SHALL GUARANTEE ALL PLANT MATERIAL FOR ONE YEAR FROM TIME OF ENGINEER’S FINAL WRITTEN APPROVAL.

10.

CONTRACTOR TO COORDINATE PLANTING, SEEDING, AND TREE WORK WITH OTHER TRADES.

11.

CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL PERMITS WHERE REQUIRED.

12.

CONTRACTOR IS RESPONSIBLE FOR RESTORING ALL AREAS DISTURBED DUE TO PLANTING OPERATIONS.

13.

CONTRACTOR SHALL PROVIDE & INSTALL SOIL AS PER SPECIFICATIONS.

14.

CONTRACTOR SHALL PROVIDE AND PLANT ALL TREES AND SHRUBS MATERIALS AS PER SPECIFICATIONS.

15.

TREES, SHRUBS, AND TURF TO BE REPLACED SHALL BE APPROVED BY THE BATTERY PARK CITY AUTHORITY.

16.

THE CONTRACTOR SHALL MEET WITH THE BATTERY PARK CONSERVANCY PRIOR TO PURCHASE AND INSTALLATION OF THE TREES AND SHRUBBERY.
- ADDITIONAL RECONSTRUCTION NOTES:
1.

THE CONTRACTOR SHALL PROTECT THE EXISTING CONDUITS/CABLES FEEDING TO THE POLES DURING TEMPORARY SHEETING INSTALLATION. TEST PITS MAY BE NECESSARY TO LOCATE THE EXISTING CABLES. THE CONTRACTOR SHALL REPLACE ANY DAMAGED CONDUITS/CABLES AT NO COST TO THE AUTHORITY.

2.

THE GRANITE CLADDING, GRANITE COPING AND 6” UNDER DRAIN SHALL BE REUSED WHERE POSSIBLE. THE CONTRACTOR SHALL REPLACE THE DAMAGED PIECES.

3.

THE ENGINEER WILL INSPECT THE WALL FOLLOWING REMOVAL OF THE GRANITE CLADDING TO DETERMINE THE EXTENT OF WALL REPLACEMENT.

4.

THE WALL SHALL MATCH THE EXISTING WALL DIMENSIONS AND INCLINATION.

5.

CONSTRUCTION EQUIPMENT WEIGHT RESTRICTION ON THE ESPLANADE IS 750 POUNDS PER SQUARE FOOT. CONCRETE TRUCKS SHALL BE LOADED IN HALF LOADS ONLY.

6.

THE CONTRACTOR SHALL NOT INTERFERE WITH ASTROTURF FIELD IN THE GATEWAY AREA DURING CONSTRUCTION.
- FOUNDATION AND RETAINING WALL NOTES:
1.

FOUNDATIONS HAVE BEEN DESIGNED TO AN ALLOWABLE SOIL BEARING PRESSURE OF 3000 PSF.

2.

ALL FOOTINGS SHALL BE PLACED DIRECTLY ON VIRGIN SOIL OR CERTIFIED COMPACTED FILL.

3.

CONCRETE FOR FOUNDATIONS

A. 28 DAY MINIMUM COMPRESSIVE STRENGTH FOR CONCRETE SHALL BE 3000 PSI.

B. MAXIMUM CONCRETE SLUMP SHALL BE 4” FOR CONCRETE NOT RECEIVING HIGH RANGE WATER REDUCING ADMIXTURE.

C. ALL CONCRETE SHALL BE MIXED, TRANSPORTED AND PLACED IN ACCORDANCE WITH ACI STANDARDS 318, 304, 301.

D. ALL REINFORCING BARS SHALL BE OF NEW BILLET STEEL CONFORMING TO ASTM A615, GRADE 60 EPOXY COATED.

E. WELDING OF REINFORCEMENT IS PROHIBITED U.O.N.

F. ALL VERTICAL SURFACES OF CONCRETE SHALL BE FORMED FOR WALLS AND FOOTINGS.

G. REINFORCING STEEL SHALL BE PLACED TO PROVIDE THE FOLLOWING MINIMUM CONCRETE COVER:

WALLS

2”

FOOTINGS

3”

4.

ANCHOR BOLTS SHALL BE ASTM F1554 GRADE 55 AND SHALL BE HOT-DIP GALVANIZED CONFORMING TO ASTM F2329.

5.

ALL FILL SHALL BE PLACED IN EIGHT-INCH LOOSE LIFTS (MAXIMUM) COMPACTED WITH VIBRATORY ROLLERS. FILL MATERIAL SHALL BE TESTED BY MODIFIED PROCTOR DENSITY METHOD (ASTM D1557) AND MUST QUALIFY AS SELECT, WITH LESS THAN 10% PASSING THROUGH THE NO. 200 SIEVE. SOIL SHALL BE PLACED WITH MOISTURE CONTENT AND ENERGY TO PROVIDE 95% COMPACTION BELOW FOOTINGS. IN PLACE DENSITY TESTS SHALL BE TAKEN FOR EACH 10,000 S.F. IN EACH LIFT. FOR ACCEPTANCE OF SOIL, AVERAGE OF DENSITY TESTS MUST EXCEED THE SPECIFIED COMPACTION. NO TESTS SHALL BE PERMITTED TO FALL BELOW 90% COMPACTION BELOW FOOTINGS.

6.

FOOTINGS SHALL BE PLACED A MINIMUM OF 4’–0” BELOW FINAL GRADE WHEN BEARING ON SOIL.

7.

EXCAVATION SHALL BE DEWATERED TO ALLOW INSTALLATION OF FOOTINGS IN DRY ATMOSPHERE.

8.

DIFFERENTIAL BACKFILL AGAINST FOUNDATION WALLS SHALL NOT EXCEED FOUR FEET. CANTILEVERED RETAINING WALLS MAY BE BACKFILLED AFTER 14 DAYS FROM CONCRETE PLACEMENT BUT IN NO CASE SHALL DIFFERENTIAL OF BACKFILL, ON OPPOSITE SIDES OF THE WALL, EXCEED THE FINAL DESIGN DIFFERENTIAL.

9.

ALL BOTTOM OF FOOTING ELEVATIONS ARE SUBJECT TO CHANGE UPON INSPECTION OF SOIL CONDITION. ELEVATION OF ADJACENT FOOTINGS SHALL VARY ON A SLOPE NOT STEEPER THAN ONE VERTICAL TO TWO HORIZONTAL.

10.

THE CONTRACTOR SHALL NOTIFY THE ENGINEER WHERE BOTTOM OF FOOTING ELEVATION IS CHANGED AND OBTAIN REVISED DESIGN OF THE FOUNDATION AS REQUIRED.

11.

SINKHOLES, AND VOIDS UNDER THE FOOTINGS, SHALL BE FILLED WITH FLOWABLE FILL (CONTROLLED LOW STRENGTH MATERIAL WITH THE MAXIMUM UNCONFINED COMPRESSIVE STRENGTH BETWEEN 40 PSI AND 150 PSI AT 28 DAYS). SINK HOLES SHALL BE FILLED WITH FLOWABLE FILL UP TO 2 FEET BELOW THE FINISHED GRADE.

12.

THE MAXIMUM SPACING FOR VERTICAL CONTRACTION JOINTS IS 30 FEET IN RETAINING WALLS.

13.

CONTRACTION JOINTS SHALL NOT EXTEND THROUGH FOOTING.

CONCRETE:

1.

COLD WEATHER CONCRETING SHALL CONFORM TO ACI 306R.

2.

HOT WEATHER CONCRETING SHALL CONFORM TO ACI 305R.

SEWALK NOTE:

1.

THE MAXIMUM TRANSVERSE CONSTRUCTION JOINT FOR CONCRETE BASE IS 15 FEET.

LEGEND

	EXISTING	PROPOSED
WATERMAIN VALVE		
CATCH BASIN OR INLET		
DUCTILE IRON PIPE		
EASEMENT LINE		
ELECTRIC DUCT		
ELECTRIC OR TELEPHONE MANHOLE		
EMERGENCY REPORT.SYSTEM		
HYDRANT & VALVE TO BE RELOCATED		
LAMPPOST		
MORTAR SET (2½”)		
NOT IN CONTRACT		N.I.C.
POLYVINYL CHLORIDE		PVC
QUICK COUPLING VALVE CHAMBER(HOSE BIB)		
SANITARY OR STORM MANHOLE		
SANITARY SEWER		
STORM DRAIN		
TREE DRAIN		
TREE		
UNDERDRAIN		
VERIFY IN THE FIELD		V.I.F.
WATER LINE (arrow indicates pitch)		
WATER MAIN REDUCER		
WATER MAIN, VALVE & HYDRANT		

Landscape		
Plant Schedule & Planting Specifications		
Plant Genus	Size	Quantity
Trees		
Quercus Bicolor	4" - 4 1/2"	1
Shrubs		
Ceanothus Americanus, New Jersey Tea	5 Gal (Min)	21
Clethra Alnifolia 'Compacta'	7 Gal	15
Lindera Glauca Var. Salicifolia, Greybush Spicebush	7 Gal	15
Myrica Pensylvanica Morton Male	4" - 5'	3
Myrica Pensylvanica Silver Sprite	4" - 5'	12
Perenials		
Amsonia Tabernaemontana, Eastern Blue Star	1 Gal (Min)	12
Aster Cordifolius 'Avondale'	1 Gal (Min)	36
Phlox Divaricata 'Blue Moon'	1 Gal (Min)	36
Polystichum Acrostichoides	1 Gal (Min)	45
Zizia Aurea	1 Gal (Min)	36

Estimated Quantities			
Item Number	Item Description	Unit	Quantity
1637/03-01	Mobilization	L.S.	1
1637/03-02	Work Zone Safety Control	L.S.	1
1637/03-03	Preconstruction Survey	L.S.	1
1637/03-04	Removal of Substructures	C.Y.	30
1637/03-05	Select Granular Fill	C.Y.	260
1637/03-06	Controlled Low Strength Material	C.Y.	10
1637/03-07	Structural Excavation	C.Y.	280
1637/03-08	Geotextile Drainage	S.Y.	55
1637/03-09	Subbase Course, Type 1	C.Y.	15
1637/03-10	Excavation Protection System, major (designed by contractor)	S.F.	1,450
1637/03-11	Cast-In-Place Concrete, Class A	C.Y.	40
1637/03-12	Epoxy-Coated Bar Reinforcement for Structures	LB	3,700
1637/03-13	Replace Existing Stone Coping	L.F.	10
1637/03-14	Remove, Store, and Reset Existing Stone Coping	L.F.	65
1637/03-15	Replace Existing Stone Cladding	S.F.	60
1637/03-16	Remove and Reset Existing Stone Cladding	S.F.	400
1637/03-17	Drilling and Grouting Bolts or Reinforcing Bars	EA	75
1637/03-18	Ductile Iron Pipe, 12 Inch Diameter	L.F.	50
1637/03-19	Remove and Replace Precast Concrete Inlet	EA	1
1637/03-20	Underdrain Filter, Type I	C.Y.	6
1637/03-21	Perforated Polyvinyl Chloride Underdrain Pipe, 6 Inch Diameter	L.F.	8
1637/03-22	Remove, Store, and Reset Existing Underdrain Pipe, 6 Inch Diameter	L.F.	70
1637/03-23	Vinyl Coated Steel Chain-Link Fencing on Plastic Coated Frame with Top Rail, 6 Feet High	L.F.	400
1637/03-24	Remove and Reset Existing Fence	L.S.	1
1637/03-25	Concrete Sidewalks	C.Y.	12
1637/03-26	Crushed Stone (In-Place Measure)	C.Y.	4
1637/03-27	Frames and Grates (Castings)	EA	1
1637/03-28	Remove and Reset Lamppost Assembly	EA	3
1637/03-29	Foundation for Lamppost Standards	EA	3
1637/03-30	Remove Lamppost Foundation	EA	3
1637/03-31	Allowance 1-Tree Removal per BPCA	L.S.	1
1637/03-32	Landscape (See Table Above)	L.S.	1
1637/03-33	Prefabricated composite structural drain	S.F.	475

DESIGNED BY: LHS	DRAWN BY: VS	CHECKED BY: GFA	BATTERY PARK CITY AUTHORITY CONTRACT XX-XXXX	
<div>GEORGE ASSIS</div> <div>PROFESSIONAL ENGINEER N.Y. LICENSE NO. 073077</div>			BATTERY PARK CITY RETAINING WALL REPAIR	
			GENERAL NOTES	
			CITY OF NEW YORK, BOROUGH OF MANHATTAN	
			<div><div>KSE</div><div>KS ENGINEERS, P.C.</div></div>	
			Engineers • Surveyors • Construction Managers 65 Broadway, Suite 401, New York, N.Y. 10006 Phone: (212) 616-2657, Fax: (212) 616-3060	
			SCALE: AS SHOWN	DATE: 4/06/2016
			PROJECT NO.: 1637-03	SHEET NO.: C-001

Drawing File: Z:\2014-1637\Task 3 Sinkhole and Backwall\CADD\SHEETFILES\1637_03_C-001_GENERAL NOTES.dwg Jul 07, 2016 - 10:39am

SCOPE OF WORK/CONSTRUCTION SEQUENCE:

GENERAL:

WORK REQUIRED:

THE CONTRACTOR SHALL NOT COMMENCE ANY WORK UNDER THE CONTRACT PRIOR TO A PRE-CONSTRUCTION CONFERENCE AMONG THE CONTRACTOR, THE BPCA REPRESENTATIVES AND OTHER CONCERNED GOVERNMENTAL AND UTILITY COMPANY REPRESENTATIVES. AT THIS CONFERENCE ALL SPECIAL REQUIREMENTS, SCHEDULING AND DETAILS CONCERNING MAINTENANCE AND PROTECTION OF TRAFFIC WILL BE FULLY EXPLAINED AND DISCUSSED.

CHANGES, CONTINGENCIES, EXTRA WORK AND DEDUCTIONS:

THE COUNTY RESERVES THE RIGHT, AT ANY TIME DURING THE PROGRESS OF THE WORK, TO ALTER THE PLANS OR OMIT ANY PORTION OF THE WORK AS IT MAY DEEM REASONABLY NECESSARY FOR THE PUBLIC INTEREST, MAKING ALLOWANCE FOR ADDITIONS AND DEDUCTIONS AT THE PRICES NAMED IN THE PROPOSAL FOR THE WORK, WITHOUT CONSTITUTING GROUNDS FOR CLAIM BY THE CONTRACTOR FOR DAMAGES OR FOR LOSS OF ANTICIPATED PROFITS ARISING FROM DIFFERENCES BETWEEN ESTIMATED QUANTITIES AND THE ACTUAL QUANTITIES PLACED IN THE FINAL WORK.

SITE HOUSEKEEPING:

DURING PROGRESSION OF WORK, THE CONTRACTOR SHALL, AT ALL TIMES, KEEP THE SITE AND ADJACENT PREMISES FREE FROM MATERIALS, DEBRIS AND RUBBISH AND SHALL REMOVE THE AFOREMENTIONED FROM ANY PORTION OF THE SITE, IF IN THE OPINION OF THE BPCA, SUCH MATERIALS, DEBRIS, OR RUBBISH CONSTITUTES A NUISANCE OR IS OBJECTIONABLE.

THE CONTRACTOR SHALL REMOVE FROM THE SITE ALL OF HIS SURPLUS MATERIALS AND TEMPORARY STRUCTURES WHEN NO FURTHER NEED THEREOF DEVELOPS AND SHALL RESTORE THE SITE TO A NEAT ORDERLY CONDITION.

AT THE CONCLUSION OF THE WORK, ALL ERECTION PLANT, TOOLS, TEMPORARY STRUCTURES, AND MATERIALS BELONGING TO THE CONTRACTOR SHALL BE PROMPTLY TAKEN AWAY, AND HE SHALL REMOVE AND PROMPTLY DISPOSE OF ALL WATER, DIRT, RUBBISH OR ANY OTHER FOREIGN SUBSTANCES.

AFTER COMPLETION OF ALL OTHER WORK UNDER THE CONTRACT, THE CONTRACTOR SHALL CLEAN AND REMOVE FROM ALL CATCH BASINS AND MANHOLES, WITHIN THE LIMITS OF THE CONTRACT, ALL MATERIALS AND DEBRIS DEPOSITED THEREIN AS THE DIRECT RESULT OF HIS OPERATIONS. NO SEPARATE PAYMENT WILL BE MADE FOR THIS WORK UNLESS SPECIFIC PAY ITEMS ARE INCLUDED IN THE CONTRACT.

SCOPE OF WORK – SITE RELATED

1. COMMENCE CONSTRUCTION SURVEY
2. ERECT WORK ZONE SAFETY CONTROL DEVICES
3. REMOVE VEGETATION IN IN WORK ZONE
4. INSTALL TEMPORARY SILT FENCE
5. INSTALL SHEETING IN ACCORDANCE WITH PLANS
6. REMOVE PREMOULDED JOINT FILLER BETWEEN CONCRETE SIDEWALK AND RETAINING WALL
7. REMOVE STAMPED CONCRETE BETWEEN WALL AND SHEETING
8. REMOVE TWO EXISTING LIGHT POLES AND FOUNDATIONS
9. REMOVE EXISTING WALL NEATLY STACK WALL PANELS
10. DIG AREA WHERE EXISTING SEAWALL NEEDS REPLACING
11. FIX SEAWALL IN ACCORDANCE WITH PLANS
12. DIG TRENCH AND REPLACE EXISTING 12" PVC WITH 12" DIP INSTALL NEW "E" INLET
13. REMOVE AND RESET EXISTING 6" UNDERDRAIN PIPE
14. WRAP PIPE IN SCREENED GRAVEL AND GEOTEXTILE FABRIC
15. FILL TWO SINKHOLES IN ACCORDANCE WITH DETAILS
16. INSTALL NEW LIGHT POLE FOUNDATIONS
17. INSTALL NEW LIGHT POLES
18. WIRE LIGHT POLES
19. DIG AROUND WALL FOUNDATION AND INSTALL NEW FOOTING
20. REINSTALL WALL PANELS IN ACCORDANCE WITH PLANS
21. POUR AND STAMP CONCRETE ON PATIO AREA BEHIND WALL
22. REMOVE EXISTING SHEETING AND REPAIR LANDSCAPE AREA
23. REPAIR SINKHOLE
24. INSTALL NEW PLANTINGS IN ACCORDANCE WITH PLANS, THE CONTRACTOR SHALL MEET WITH THE BATTERY PARK CONSERVANCY PRIOR TO PURCHASE AND INSTALLATION OF THE TREES AND SHRUBBERY.
25. REMOVE CONSTRUCTION EQUIPMENT FROM SITE
26. REMOVE TEMPORARY SILT FENCE
27. OPEN AREA TO PUBLIC

DESIGNED BY: LHS		DRAWN BY: VS		CHECKED BY: GFA		BATTERY PARK CITY AUTHORITY CONTRACT XX-XXXX			
<div>GEORGE ASSIS</div> <div>PROFESSIONAL ENGINEER N.Y. LICENSE NO. 073077</div>				REVISIONS		BATTERY PARK CITY RETAINING WALL REPAIR ESTIMATE OF QUANTITIES CITY OF NEW YORK, BOROUGH OF MANHATTAN			
						<div><div>KSE</div><div>KS ENGINEERS, P.C.</div></div> <div>Engineers • Surveyors • Construction Managers 65 Broadway, Suite 401, New York, N.Y. 10006 Phone: (212) 616-2657, Fax: (212) 616-3060</div>			
SCALE: AS SHOWN		DATE: 4/06/2016		PROJECT NO.: 1637-03		SHEET NO.: C-002			

ALIGNMENT	
ABBR.	DESCRIPTION
AH	AHEAD
AZ	AZIMUTH
BK	BACK
b	BASELINE
BRG	BEARING
c	CENTERLINE
CS	CURVE TO SPIRAL
e	SUPERELEVATION RATE (CROSS SLOPE)
EQ	EQUALITY
EXT	EXTERNAL
HCL	HORIZONTAL CONTROL LINE
HSD	HEADLIGHT SIGHT DISTANCE
L	LENGTH OF CIRCULAR CURVE
LS	LENGTH OF SPIRAL
LVC	LENGTH OF VERTICAL CURVE
E	CENTER CORRECTION OF VERTICAL CURVE
f	MAIN LINE
PC	POINT OF CURVATURE
PI	POINT OF INTERSECTION
POL	POINT ON LINE
PSD	PASSING SIGHT DISTANCE
PT	POINT OF TANGENT
PVC	POINT OF VERTICAL CURVE
PVI	POINT OF VERTICAL INTERSECTION
PVT	POINT OF VERTICAL TANGENT
R	RADIUS
SC	SPIRAL TO CURVE
SSD	STOPPING SIGHT DISTANCE
ST	SPIRAL TO TANGENT
STA	STATION
T	TANGENT LENGTH
TGL	THEORETICAL GRADE LINE
TS	TANGENT TO SPIRAL
VC	VERTICAL CURVE
UTILITIES	
ABBR.	DESCRIPTION
E	ELECTRIC
EMH	ELECTRIC MANHOLE
G	GAS
GP	GUY POLE
GSB	GAS SERVICE BOX (HOUSE LINE)
GV	GAS VALVE (MAIN LINE)
HH	HAND HOLE
HYD	HYDRANT
LP	LIGHT POLE
POTS	PLAIN OLD TELEPHONE SERVICE
PP	POWER POLE
SA	SANITARY SEWER
SMH	SANITARY MANHOLE
ST	STORM SEWER
T	TELEPHONE
TCB	TRAFFIC CONTROL BOX
TELBOX	TELEPHONE BOX
TEL P	TELEPHONE POLE
TMH	TELEPHONE MANHOLE
CTV	CABLE TELEVISION
W	WATER
WSB	WATER SERVICE BOX (HOUSE LINE)
WV	WATER VALVE (MAIN LINE)

TOPOGRAPHY (DRAINAGE) CON'T	
ABBR.	DESCRIPTION
BB	BOTTOM OF BANK (STREAM)
BC	BOTTOM OF CURB
BO	BOTTOM OF OPENING
CAP	CORRUGATED ALUMINUM PIPE
CB	CATCH BASIN
CIP	CAST IRON PIPE
c STRM	CENTERLINE OF STREAM
CMP	CORRUGATED METAL PIPE
CP	CONCRETE PIPE
CSP	CORRUGATED STEEL PIPE
CULV	CULVERT
DIA	DIAMETER
DMH	DRAINAGE MANHOLE
DS	DRAINAGE STRUCTURE PIPE
D'XING	DITCH CROSSING
EHW	EXTREME HIGH WATER
EL	ELEVATION
ELEV	ELEVATION
ELW	EXTREME LOW WATER
ES	END SECTION
HW	HEADWALL
INV	INVERT
MH	MANHOLE
MHW	MEAN HIGH WATER
OHW	ORDINARY HIGH WATER
OLW	ORDINARY LOW WATER
RCP	REINFORCED CONCRETE PIPE
TB	TOP OF BANK (STREAM)
TC	TOP OF CURB
TG	TOP OF GRATE
VCP	VITRIFIED CLAY PIPE
SICPP	SMOOTH INTERIOR CORRUGATED PE

TOPOGRAPHY (MISCELLANEOUS)	
ABBR.	DESCRIPTION
ABUT	ABUTMENT
AOBE	AS ORDERED BY ENGINEER
ASPH	ASPHALT
BDY	BOUNDARY
BLDG	BUILDING
BM	BENCH MARK
CC	CENTER TO CENTER
CONC	CONCRETE
CONST	CONSTRUCTION
CR	COUNTY ROAD
D	DEED DISTANCE
DM	DIRECT MEASUREMENT
DWY	DRIVEWAY
EOP	EDGE OF PAVEMENT
ES	EDGE OF SHOULDER
EB	EAST BOUND
FEE WO/A	FEE ACQUISITION WITHOUT ACCESS
FP	FENCE POST
FD	FOUNDATION
FL	FENCE LINE
GAR	GARAGE
GR	GRAVEL
HO	HOUSE
HWY	HIGHWAY
IP	IRON PIN OR IRON PIPE
MB	MAILBOX
MON	MONUMENT
N&W	NAIL AND WASHER
OG	ORIGINAL GROUND
O/H	OVERHEAD
P	PARCEL
PAV'T	PAVEMENT
PE	PERMANENT EASEMENT
PED POLE	PEDESTRIAN POLE
p	PROPERTY LINE
POR	PORCH
RR	RAILROAD
RTE	ROUTE
ROW	RIGHT OF WAY
RW	RETAINING WALL
SH	STATE HIGHWAY
SHLDR	SHOULDER
SPK	SPIKE
ST	STREET
STK	STAKE
STY	STORY
SW	SIDEWALK
TE	TEMPORARY EASEMENT
TO	TEMPORARY OCCUPANCY
U/G	UNDERGROUND
WW	WING WALL
WB	WEST BOUND

ITS	
ABBR.	DESCRIPTION
AWG	AMERICAN WIRE GAUGE
B	BLACK
BL	BLUE
BR	BROWN
C	CONDUCTOR
CAB.	CABINET
CCTV	CLOSED CIRCUIT TELEVISION
CH	CHANNEL
CODEC	ENCODER/DECODER
COMM.	COMMUNICATION
CSU	CHANNEL SERVICE UNIT
DB	DIRECT BERIAL
DET.	DETECTOR
DIA.	DIAMETER
DMS	DYNAMIC MESSAGE SIGN
DSU	DATA SERVICE UNIT
EXT.	EXTENDER
F/O OR F.O.	FIBER-OPTIC
FOUND.	FOUNDATION
GR. MTD.	GROUND MOUNTED
M.E.P.	MODEM ON EXISTING POLE
MT.	MOUNTED
MVMS	MODEM FOR VMS
NEC	NATIONAL ELECTRIC CODE
NESC	NATIONAL ELECTRIC SAFETY CODE
NO.	NUMBER
NYT	NEW YORK TELEPHONE
O.H.	OVERHEAD MOUNTED
PB	PULLBOX
PED	PEDESTRIAN
PR.	PAIR
PROG.	PROGRAMMED
PTZ	PAN/TILT/ZOOM
P.V.C.	CONDUIT, PLASTIC RIGID
R	RED
RF	RADIO FREQUENCY
TDS	TRAFFIC DATA STATION
TMS	TRAFFIC MONITORING STATION
TOC	TRAFFIC OPERATIONS CENTER
TV	TELEVISION
UPS	UNINTERRUPTIBLE POWER SUPPLY
VMS	VARIABLE MESSAGE SIGN

DESIGNED BY: LHS	DRAWN BY: VS	CHECKED BY: GFA	BATTERY PARK CITY AUTHORITY CONTRACT XX-XXXX	
<div>GEORGE ASSIS</div> <div>PROFESSIONAL ENGINEER N.Y. LICENSE NO. 073077</div>		REVISIONS	BATTERY PARK CITY RETAINING WALL REPAIR	
			ABBREVIATIONS	
			CITY OF NEW YORK, BOROUGH OF MANHATTAN	
			<div>KSE</div> <div>KS ENGINEERS, P.C.</div> <div>Engineers • Surveyors • Construction Managers 65 Broadway, Suite 401, New York, N.Y. 10006 Phone: (212) 616-2657, Fax: (212) 616-3060</div>	
SCALE: AS SHOWN		DATE: 4/06/2016	PROJECT NO.: 1637-03	SHEET NO.: C-003

ALIGNMENT			ROADWAY CONT'D.			LANDSCAPE CONT'D.			UTILITIES CONT'D.																															
STYLE	NAME	DESCRIPTION	STYLE	NAME	DESCRIPTION	STYLE	NAME	DESCRIPTION	STYLE	NAME	DESCRIPTION																													
	AC	CONTROL (CENTERLINE)		RRER	RAIL ROAD, 3RD RAIL		LFNC	FENCE		UFO	FIBER OPTIC, UNDERGROUND																													
	AD_P	DETOUR		RRPLS_P	RAIL, PHOTO, LARGE SCALE		LTRC	TREE ROW, CONIFEROUS		UFO_P	FIBER OPTIC, UNDERGROUND, PROPOSED																													
	AT_P	TRANSITION CONTROL		RRPSS	RAIL, PHOTO, SMALL SCALE		LTRD	TREE ROW, DECIDUOUS		UFOH	FIBER OPTIC, HANGING																													
BRIDGE				RRS	RUMBLE STRIP		LWH	WALL, H PILE		UFOO	FIBER OPTIC, OVERHEAD																													
	BR			RAIL		RRSLS_P	RAIL, SURVEY, LARGE SCALE		LWR	WALL, RETAINING		UG	GAS, UNDERGROUND																											
	BSHT	SHEET PILING		RRSS	RAIL, SURVEY, SMALL SCALE		LWS	WALL, STONE		UGH	GAS, HANGING																													
CONTROL				SIGNS	ROW MAPPING				UGO	GAS, OVERHEAD																														
	CB	BASELINE				MDL	DEED LINE		UIC	INFORM CABLE, UNDERGROUND																														
	CBPR	BASELINE, PROJECTION				MEE	EASEMENT, EXISTING		UICH	INFORM CABLE, HANGING																														
DRAINAGE				SM	MULTIPLE POST		MEP_P	EASEMENT, PERMANENT		UO	OIL LINE, UNDERGROUND																													
	DCP	CULVERT PIPE		SSO	STRUCTURE, OVERHEAD		MEPA_P	EASEMENT, PERMANENT, APPROX.		UOH	OIL LINE, HANGING																													
	DCP_P	CULVERT PIPE (DIR)		SSOC	STRUCTURE, OVHD. CANTILEVER		MET_P	EASEMENT, TEMPORARY		UPBP	POLE, BRACE, PUSH BRACE																													
	DDG_P	DITCH, GRASS LINED	STRIPING				META_P	EASEMENT. TEMPORARY, APPROX.		UPBW	POLE, GUY WIRE																													
	DDP_P	DITCH, PAVED INVERT		STB*	BROKEN LINE		MF_P	FEE ACQUISITION, W/ ACCESS		USA	SANITARY SEWER, UNDERGROUND																													
	DDS_P	DITCH, STONE LINED		STDB*	DOUBLE BROKEN LINE		MFA_P	FEE ACQUISITION, APPROXIMATE		USAH	SANITARY SEWER, HANGING																													
	DFL_P	FLOW LINE		STDl*	DOTTED LINE LONG		MFS_P	FEE ACQUISITION, SHAPE		USAF	SANITARY SEWER, FORCE MAIN, UGND																													
	DSSD	SLOTTED DRAIN		STDS*	DOTTED LINE SHORT		MFWOA_P	FEE ACQUISITION, W/O ACCESS		USAFH	SANITARY SEWER, FORCE MAIN, HANG																													
	DUP_P	UNDERDRAIN		STFB*	FULL BARRIER LINE		MHB	HIGHWAY BOUNDARY		UT	TELEPHONE, UNDERGROUND																													
ENVIRONMENTAL				STH*	HATCH LINE		MHBA	HIGHWAY BOUNDARY, APPROX.		UTH	TELEPHONE, HANGING																													
	EBLHS	BALE, HAY/STRAW		STPB*	PARTIAL BARRIER LINE		MHBW	HWY BOUNDARY, FACE OF WALL		UTO	TELEPHONE, OVERHEAD																													
	ECT	CURTAIN, TURBIDITY		STRCT	ROUNDAABOUT, CAT TRACKS		MHBWOA	HIGHWAY BOUNDARY, W/O ACCESS		UTV	CABLE TV, UNDERGROUND																													
	EDMC	DAM, COFFER TYPE		STRYL	ROUNDAABOUT, YIELD LINE		MJC	JURISDICTION, CITY		UTVh	CABLE TV, HANGING																													
	EDMEC_P	DAM, EARTHEN, CHECK		STSB	STOP BAR		MJCY	JURISDICTION, COUNTY		UTVo	CABLE TV, OVERHEAD																													
	EDMPC_P	DAM, PREFAB, CHECK		STSE	SOLID, EDGE		MJHD	JURISDICTION, HISTORIC DISTRICT		UUU	UNKNOWN, UNDERGROUND																													
	EDMSC_P	DAM, STONE, CHECK		STXL*	X WALK, LADDER LINE		MJLL	JURIS., (GREAT, MILITARY) LOT LINE		UUH	UNKNOWN, HANGING																													
					* = W (WHITE) OR Y (YELLOW)		MJN	JURISDICTION, NATION		UUO	UNKNOWN, OVERHEAD																													
			TRAFFIC CONTROL				MJPB	JURISDICTION, PUBLIC LANDS		UW	WATER LINE, UNDERGROUND																													
	EFNS	FENCE, SILT		TCSW	SIGNAL, SPAN WIRE		MJS	JURISDICTION, STATE		UWH	WATER LINE, HANGING																													
	EFNSV	FENCE, SILT & VEGETATION	TRAFFIC MAINTENANCE				MJT	JURISDICTION, TOWN		UWO	WATER LINE, OVERHEAD																													
	EFNV	FENCE, VEGETATION		TMBCD_P	BARRICADES		MPL	PROPERTY LOT LINE	<table><tr><th colspan="3">ITS</th></tr><tr><th rowspan="2">FEATURE</th><th colspan="2">SYMBOL</th></tr><tr><th>EXISTING</th><th>PROPOSED</th></tr><tr><td>ANTENNAS</td><td></td><td></td></tr><tr><td>CABINET AND PAD</td><td></td><td></td></tr><tr><td>CCTV SITE</td><td></td><td></td></tr><tr><td>COMMUNICATION PULL BOX</td><td></td><td></td></tr><tr><td>SOLAR PANEL</td><td></td><td></td></tr><tr><td>FIBER OPTIC CROSS CONNECT CABINET</td><td></td><td> XC</td></tr><tr><td>TELEPHONE DEMARCATION BLOCK</td><td></td><td> TC</td></tr></table>			ITS			FEATURE	SYMBOL		EXISTING	PROPOSED	ANTENNAS			CABINET AND PAD			CCTV SITE			COMMUNICATION PULL BOX			SOLAR PANEL			FIBER OPTIC CROSS CONNECT CABINET		XC	TELEPHONE DEMARCATION BLOCK		TC
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	EWAA_P	WETLAND, ADJACENT AREA		TMBCDL_P	BARRICADES, LIGHTED		MPLA	PROPERTY LOT LINE, APPROXIMATE																																
	EWF	WETLAND, FEDERAL		TMBT_P	BARRIER, TEMPORARY	ROADWAY																																		
	EWFs	WETLAND, FEDERAL AND STATE		TMDB_P	DEVICE, BARRELS		RIP-RAP	UNDERDRAIN																																
	LCUT_P	CUT LIMIT		TMDBL_P	DEVICE, BARRELS, LIGHTED		RGC	UNDERDRAIN																																
	LFILL_P	FILL LIMIT		UC	CONDUIT, UNDERGROUND		RGCb	UNDERDRAIN																																
	UE	ELECTRIC LINE, UNDERGROUND		UC_P	COMM. & ELEC. CONDUITS IN ONE COMMON TRENCH		RGW	UNDERDRAIN																																
	UE_P	ELECTRIC LINE, UNDERGROUND, PROPOSED		UCH	CONDUIT, HANGING		RGWm	UNDERDRAIN																																
	UEH	ELECTRIC LINE, HANGING		UCO	CONDUIT, OVERHEAD		RRC	UNDERDRAIN																																
	UEO	ELECTRIC LINE, OVERHEAD		UESS	ELECTRIC, SUBSTATIONS																																			

1. THE LEGEND ILLUSTRATES MAPPING FEATURES (EXISTING AND PROPOSED).
2. FEATURES ARE SHOWN AS EITHER LINEAR (ROADWAY GUIDERAIL, ROADWAY SIDEWALK, UTILITY LINES, ETC.) OR POINT (SIGN, UTILITY POLE, ETC.).
3. FEATURES SHOWN ON THE LEGEND AS EXISTING FEATURES MAY ALSO HAVE CORRESPONDING PROPOSED FEATURES.
4. PROPOSED FEATURE SYMBOLOGY IS IDENTICAL TO EXISTING FEATURE SYMBOLOGY EXCLUDING LINE WEIGHT. LINE WEIGHT FOR PROPOSED FEATURES IS THICKER (0.40 MM ON B SIZE DRAWINGS).
5. MAPPING FEATURES NOT INCLUDED ON THE LEGEND SHEET DO NOT HAVE A UNIQUE SYMBOLOGY (SUCH AS THE PAVEMENT EDGE, PAVEMENT EDGE OF TRAVEL WAY) AND SHOULD BE LABELED ON THE PLANS.
6. FEATURES SHOWN AT THE HEAVIER WEIGHT ARE PROPOSED ONLY AND DO NOT HAVE CORRESPONDING EXISTING FEATURES.

DESIGNED BY: LHS	DRAWN BY: VS	CHECKED BY: GFA	BATTERY PARK CITY AUTHORITY CONTRACT XX-XXXX			
<div>GEORGE ASSIS</div> <div>PROFESSIONAL ENGINEER N.Y. LICENSE NO. 073077</div>			REVISIONS		BATTERY PARK CITY RETAINING WALL REPAIR LEGEND LINE SYMBOLOGY CITY OF NEW YORK, BOROUGH OF MANHATTAN KSE <i>KS ENGINEERS, P.C.</i> Engineers • Surveyors • Construction Managers 65 Broadway, Suite 401, New York, N.Y. 10006 Phone: (212) 616-2657, Fax: (212) 616-3060	
SCALE: AS SHOWN		DATE: 4/06/2016	PROJECT NO.: 1637-03	SHEET NO.: C-004		

ALIGNMENT			BRIDGE			ROADWAY			ITS			UTILITIES			ROW MAPPING			
CELL	NAME	DESCRIPTION	CELL	NAME	DESCRIPTION	CELL	NAME	DESCRIPTION	CELL	NAME	DESCRIPTION	CELL	NAME	DESCRIPTION	CELL	NAME	DESCRIPTION	
	ACC	CENTER OF CURVATURE		BSC	BRIDGE, SCUPPER		RES_P	ELEVATION, SPOT		IANT_P	ANTENNAS		UEB	ELECTRIC, BOX		MDL1P	DEED LINE, TYPE 1	
+	ACOGO	COGO	DRAINAGE				RGA	GUIDE RAIL, ANCHOR		IASCTS	ACCOU. SPEED/COUNT SNSR.S		UEM	ELECTRIC, METER		MDL2P	DEED LINE, TYPE 2	
	ACS	CURVE TO SPIRAL					RGP	GUIDE POST, SINGLE		ICABPAD	CABINET & PAD		UEMH	ELECTRIC, MANHOLE		MDL3P	DEED LINE, TYPE 3	
	ADPL_P	DETOUR, POINT OF INTERSECT.	+	DINV	INVERT	SIGNS				CCTV	CCTV SITE WITH POLE		UEPT	ELECTRIC, POLE, TRANS.		MDL4P	DEED LINE, TYPE 4	
	ADPL_P	DETOUR, POINT ON LINE		DS	STRUCTURE, RECTANGULAR					ICDPD	CDPD TRANSCEIVER		UGM	GAS, METER		MDL5P	DEED LINE, TYPE 5	
	AEQN	EQUATION	+	DSI	STRUCTURE, INVERT		S	SINGLE POST		ICELLT	CELL PHONE TOWER		UGMH	GAS, MANHOLE		MEEP	EASEMENT, EXISTING	
	AEQNAHD	EQUATION AHEAD		DSM	STRUCTURE, MANHOLE		SB_P	BACK TO BACK, PROPOSED		ICJB	CONDUIT JACK OR BORING		UGLM	GAS, LINE MARKER		MEPAP_P	EASEMENT, PERM., APPROX.	
	AEQNBK	EQUATION BACK		DSMTXX_P	STRUCTURE, MANHOLE, TYPE "XX" "XX" = 48, 60, 72, 96		SDEL	DELINEATORS		ICNTLCAB	CONTROLLER CABINET		UGP	GAS/FUEL PUMP		MEPP_P	EASEMENT, PERM., BACK LINE	
	AEVT	EVENT STATION		DSR	STRUCTURE, ROUND		SPM	PARKING METER		ICPB	COMMUNICATION PULL BOX		UGV	GAS, VALVE		MEPSP_P	EASEMENT, PERM., SHAPE	
	APC	POINT OF CURVATURE		DST"x"CB_P	STRUCTURE, RECT., WITH CURB TYPE "X" "X" = F, G, N, O, P, R		SRM	REFERENCE MARKERS		ICTD	CONDUIT TURNING DOWN		UGVT	GAS, VENT		MFAP_P	FEE ACQUISITION, APPROX.	
	APCC	POINT OF COMPOUND CURVATURE		DST"x"CB_P	STRUCTURE, RECT., WITH CURB TYPE "X" "X" = F, G, N, O, P, R		SRSC3	SHLD, CTY, 123 DIG.		ICTU	CONDUIT TURNING UP		ULP	LIGHTING, POLE		MFP_P	FEE ACQUISITION, BACK LINE	
	API	POINT OF INTERSECTION		DST"x"CB_P	STRUCTURE, RECT., TYPE "X" "X" = I, K, L, M, O, P, U		SRSC4	SHLD, CTY, 4 DIG.		ICVTRT	COMM. VEH. ROAD TRANSCVR.		ULPM	LIGHTING, POLE, MEDIAN		MFSP_P	FEE ACQUISITION, SHAPE	
	APOB	POINT OF BEGINNING	ENVIRONMENTAL				SRSCT2	SHLD, CTY TOUR, 1–2 DIG.	+	IDEFAULT	DEFAULT		ULPP	LIGHTING, POLE, PED.		MHBAP	HIGHWAY BNDRY., APPROX.	
	APOC	POINT OF CURVATURE					SRSCT4	SHLD, CTY TOUR, 3–4 DIG.		IEZR	EZ–PASS READER		UOLM	OIL, LINE MARKER		MHBCP	HISTORICAL, BLDG. CORNERS	
	APOE	POINT OF END		EIOP_P	STR., INLET, OUTLET PROT.		SRSI	SHLD, INTERSTATE		IEZTR	TRANSMITTAL READER		UP	POLE, WITH UTILITY		MHBP	HIGHWAY BNDRY, PT.	
	APOL	POINT ON LINE		EIPCB_P	STR., INLET PROT., CONC. BLOCK		SRSN2	SHLD, NATIONAL, 2 DIG.		IFOXCAB	FIBER OPTIC X–CONNECT CAB.		UPD	POLE, DEAD (NO UTILITY)		MJCP	PT., JURIS. CITY	
	APOS	POINT ON SPIRAL		EIPGB_P	STR., INLET PROT., GRAVEL BAG		SRSN3	SHLD, NATIONAL, 3 DIG.		IFUSSPL	FUSION SPLICE		UPL	POLE, WITH LIGHT		MPBC	PT., BUILDING CORNER	
	APOT	POINT ON TANGENT		EIPHS_P	STR., INLET PROT., HAY/STRAW		SRSS2	SHLD, STATE, 2 DIG.		IHARADV	HAR ADVISORY SIGN		USMH	SANITARY SEWER MANHOLE		MPCC	PT., CROSS CUT	
	APOVC	POINT ON VERTICAL CURVE		EIPP_P	STR., INLET PROT., PREFAB.		SRSS3	SHLD, STATE, 3 DIG.		IHARST	HAR SITE		UTB	TELEPHONE, BOOTH		MPDH	PT., DRILL HOLE	
	APOVT	POINT ON VERTICAL TANGENT		EIPSF_P	STR., INLET PROT., SILT FENCE		SRSS4	SHLD, STATE, 4 DIG.		ILC	LOAD CENTER		UTLM	TELEPHONE, LINE MARKER		MPIP	PT., IRON PIPE	
	APORC	POINT ON REVERSE CURVE	GEOTECHNICAL			TRAFFIC				IMECSPL	MECHANICAL SPLICE		UTMH	TELEPHONE, MANHOLE		MPIR	PT., IRON ROD	
	APT	POINT OF TANGENCY								ETRS_P	TRAP, SEDIMENT		IMSCS	PORT. SPEED & COUNT SENS		UTVLM	CABLE TV, LINE MARKER	
	APVC	POINT OF VERTICAL CURVATURE		EWFG	WETLAND FLAG		TCBJ	BOX, JUNCTION		IMT	MICROWAVE TRANSCEIVER		UTVPB	CABLE TV, PULL BOX		MPMM	PT., MONUMENT, MISC.	
	APVCC	POINT OF VERT. CMPND CURVE	LANDSCAPE				TCBS	BOX, SPLICE		IOVHVS	PERM. OVERHEAD VMS		UUB	UNKNOWN, BOX		MPN	PT., NAIL	
	APVI	POINT OF VERT. INTERSECTION					TCMC	MICROCOMPUTER CABINET		IPASCS	PORT. ACC. SPD \$ CNT SNSR.		UUJB	UNKNOWN, JUNCTION BOX		MPRS	PT., RAILROAD SPIKE	
	APVRC	POINT OF VERT. REVERSE CURVE		ETRS_P	TRAP, SEDIMENT		TCPP	PED POLE		IPEDS	PEDESTRIAN SIGNAL HEAD		UUPB	UNKNOWN, MANHOLE		MPSP	PT., SPIKE	
	APVT	POINT OF VERTICAL TANGENCY	+	EWFG	WETLAND FLAG		TCSH	SIGNAL HEADS		IPSS	PAVEMENT SURFACE SNSR.		UUMH	UNKNOWN, PULL BOX		MPST	PT., STAKE	
	ASC	SPIRAL TO CURVE	GEOTECHNICAL			ROW ACQUISITION				IPVMS	PERM. VMS		UUVL	UNKNOWN, VALVE		MPTW	PT., TREE W/ WIRE	
	ASPI	SPIRAL POINT OF INTERSECTION								IRM	RAMP METER		UUVT	UNKNOWN, VENT		MPWL	PT., WALL LOCATION	
	ASTS	SPIRAL TO SPIRAL		IRWS	RDWY WEATHER INFO. SNSR.					UUV	UNKNOWN, WELL	<div> <div>DESIGNED BY: LHS</div> <div>DRAWN BY: VS</div> <div>CHECKED BY: GFA</div> <div>BATTERY PARK CITY AUTHORITY CONTRACT XX–XXXX</div> <div> <div>BATTERY PARK CITY RETAINING WALL REPAIR</div> <div>LEGEND POINT SYMBOLOGY</div> <div>CITY OF NEW YORK, BOROUGH OF MANHATTAN</div> <div> <div>KSE</div> <div>KS ENGINEERS, P.C.</div> <div>Engineers • Surveyors • Construction Managers 65 Broadway, Suite 401, New York, N.Y. 10006 Phone: (212) 616-2657, Fax: (212) 616-3060</div> </div> </div> </div>						
	AST	SPIRAL TO TANGENT		ISP	SOLAR PANEL					UWFH	WATER, FIRE HYDRANT	<div> <div>DESIGNED BY: LHS</div> <div>DRAWN BY: VS</div> <div>CHECKED BY: GFA</div> <div>BATTERY PARK CITY AUTHORITY CONTRACT XX–XXXX</div> <div> <div>BATTERY PARK CITY RETAINING WALL REPAIR</div> <div>LEGEND POINT SYMBOLOGY</div> <div>CITY OF NEW YORK, BOROUGH OF MANHATTAN</div> <div> <div>KSE</div> <div>KS ENGINEERS, P.C.</div> <div>Engineers • Surveyors • Construction Managers 65 Broadway, Suite 401, New York, N.Y. 10006 Phone: (212) 616-2657, Fax: (212) 616-3060</div> </div> </div> </div>						
	ATS	TANGENT TO SPIRAL		ISST	SPREAD SPECT. TRANSCEIVER					UWM	WATER, METER	<div> <div>DESIGNED BY: LHS</div> <div>DRAWN BY: VS</div> <div>CHECKED BY: GFA</div> <div>BATTERY PARK CITY AUTHORITY CONTRACT XX–XXXX</div> <div> <div>BATTERY PARK CITY RETAINING WALL REPAIR</div> <div>LEGEND POINT SYMBOLOGY</div> <div>CITY OF NEW YORK, BOROUGH OF MANHATTAN</div> <div> <div>KSE</div> <div>KS ENGINEERS, P.C.</div> <div>Engineers • Surveyors • Construction Managers 65 Broadway, Suite 401, New York, N.Y. 10006 Phone: (212) 616-2657, Fax: (212) 616-3060</div> </div> </div> </div>						
	AVEVT	VERTICAL EVENT POINT		ITDB	TELEPHONE DEMARCATION BLK					UWMH	WATER, MANHOLE	<div> <div>DESIGNED BY: LHS</div> <div>DRAWN BY: VS</div> <div>CHECKED BY: GFA</div> <div>BATTERY PARK CITY AUTHORITY CONTRACT XX–XXXX</div> <div> <div>BATTERY PARK CITY RETAINING WALL REPAIR</div> <div>LEGEND POINT SYMBOLOGY</div> <div>CITY OF NEW YORK, BOROUGH OF MANHATTAN</div> <div> <div>KSE</div> <div>KS ENGINEERS, P.C.</div> <div>Engineers • Surveyors • Construction Managers 65 Broadway, Suite 401, New York, N.Y. 10006 Phone: (212) 616-2657, Fax: (212) 616-3060</div> </div> </div> </div>						
	AVHIGH	VERTICAL HIGH POINT		ITP	SUBSURFACE TEMP. PROBE					UWV	WATER, VALVE	<div> <div>DESIGNED BY: LHS</div> <div>DRAWN BY: VS</div> <div>CHECKED BY: GFA</div> <div>BATTERY PARK CITY AUTHORITY CONTRACT XX–XXXX</div> <div> <div>BATTERY PARK CITY RETAINING WALL REPAIR</div> <div>LEGEND POINT SYMBOLOGY</div> <div>CITY OF NEW YORK, BOROUGH OF MANHATTAN</div> <div> <div>KSE</div> <div>KS ENGINEERS, P.C.</div> <div>Engineers • Surveyors • Construction Managers 65 Broadway, Suite 401, New York, N.Y. 10006 Phone: (212) 616-2657, Fax: (212) 616-3060</div> </div> </div> </div>						
	AVLOW	VERTICAL LOW POINT	LANDSCAPE							IVTRT	VEHICLE TO RDWY TRANCEIVER		UWW	WATER, WELL	<div> <div>DESIGNED BY: LHS</div> <div>DRAWN BY: VS</div> <div>CHECKED BY: GFA</div> <div>BATTERY PARK CITY AUTHORITY CONTRACT XX–XXXX</div> <div> <div>BATTERY PARK CITY RETAINING WALL REPAIR</div> <div>LEGEND POINT SYMBOLOGY</div> <div>CITY OF NEW YORK, BOROUGH OF MANHATTAN</div> <div> <div>KSE</div> <div>KS ENGINEERS, P.C.</div> <div>Engineers • Surveyors • Construction Managers 65 Broadway, Suite 401, New York, N.Y. 10006 Phone: (212) 616-2657, Fax: (212) 616-3060</div> </div> </div> </div>			
CONTROL									CELL	NAME	DESCRIPTION		IWMD	WEIGHT IN MOTION DETECTOR	<div> <div>DESIGNED BY: LHS</div> <div>DRAWN BY: VS</div> <div>CHECKED BY: GFA</div> <div>BATTERY PARK CITY AUTHORITY CONTRACT XX–XXXX</div> <div> <div>BATTERY PARK CITY RETAINING WALL REPAIR</div> <div>LEGEND POINT SYMBOLOGY</div> <div>CITY OF NEW YORK, BOROUGH OF MANHATTAN</div> <div> <div>KSE</div> <div>KS ENGINEERS, P.C.</div> <div>Engineers • Surveyors • Construction Managers 65 Broadway, Suite 401, New York, N.Y. 10006 Phone: (212) 616-2657, Fax: (212) 616-3060</div> </div> </div> </div>			
									+	LELS	ELEVATION, SPOT		IWVR	WIRELESS VIDEO REPEATER	<div> <div>DESIGNED BY: LHS</div> <div>DRAWN BY: VS</div> <div>CHECKED BY: GFA</div> <div>BATTERY PARK CITY AUTHORITY CONTRACT XX–XXXX</div> <div> <div>BATTERY PARK CITY RETAINING WALL REPAIR</div> <div>LEGEND POINT SYMBOLOGY</div> <div>CITY OF NEW YORK, BOROUGH OF MANHATTAN</div> <div> <div>KSE</div> <div>KS ENGINEERS, P.C.</div> <div>Engineers • Surveyors • Construction Managers 65 Broadway, Suite 401, New York, N.Y. 10006 Phone: (212) 616-2657, Fax: (212) 616-3060</div> </div> </div> </div>			
	CBP	BASELINE, POINT								LFP	FLAG POLE		IWVRC	WIRELESS VIDEO RECEIVER	<div> <div>DESIGNED BY: LHS</div> <div>DRAWN BY: VS</div> <div>CHECKED BY: GFA</div> <div>BATTERY PARK CITY AUTHORITY CONTRACT XX–XXXX</div> <div> <div>BATTERY PARK CITY RETAINING WALL REPAIR</div> <div>LEGEND POINT SYMBOLOGY</div> <div>CITY OF NEW YORK, BOROUGH OF MANHATTAN</div> <div> <div>KSE</div> <div>KS ENGINEERS, P.C.</div> <div>Engineers • Surveyors • Construction Managers 65 Broadway, Suite 401, New York, N.Y. 10006 Phone: (212) 616-2657, Fax: (212) 616-3060</div> </div> </div> </div>			
	CBPOL	BASELINE, POINT ON LINE		LMB	MAILBOX					IWVTT	WIRELESS VIDEO TRANSMITTER	<div> <div>DESIGNED BY: LHS</div> <div>DRAWN BY: VS</div> <div>CHECKED BY: GFA</div> <div>BATTERY PARK CITY AUTHORITY CONTRACT XX–XXXX</div> <div> <div>BATTERY PARK CITY RETAINING WALL REPAIR</div> <div>LEGEND POINT SYMBOLOGY</div> <div>CITY OF NEW YORK, BOROUGH OF MANHATTAN</div> <div> <div>KSE</div> <div>KS ENGINEERS, P.C.</div> <div>Engineers • Surveyors • Construction Managers 65 Broadway, Suite 401, New York, N.Y. 10006 Phone: (212) 616-2657, Fax: (212) 616-3060</div> </div> </div> </div>						
	CBSP	BASELINE, SPUR POINT		LPB	PAPER BOX				<div> <div>DESIGNED BY: LHS</div> <div>DRAWN BY: VS</div> <div>CHECKED BY: GFA</div> <div>BATTERY PARK CITY AUTHORITY CONTRACT XX–XXXX</div> <div> <div>BATTERY PARK CITY RETAINING WALL REPAIR</div> <div>LEGEND POINT SYMBOLOGY</div> <div>CITY OF NEW YORK, BOROUGH OF MANHATTAN</div> <div> <div>KSE</div> <div>KS ENGINEERS, P.C.</div> <div>Engineers • Surveyors • Construction Managers 65 Broadway, Suite 401, New York, N.Y. 10006 Phone: (212) 616-2657, Fax: (212) 616-3060</div> </div> </div> </div>									
	CBTP	BASELINE, TIE POINT		LPST	POST, SINGLE				<div> <div>DESIGNED BY: LHS</div> <div>DRAWN BY: VS</div> <div>CHECKED BY: GFA</div> <div>BATTERY PARK CITY AUTHORITY CONTRACT XX–XXXX</div> <div> <div>BATTERY PARK CITY RETAINING WALL REPAIR</div> <div>LEGEND POINT SYMBOLOGY</div> <div>CITY OF NEW YORK, BOROUGH OF MANHATTAN</div> <div> <div>KSE</div> <div>KS ENGINEERS, P.C.</div> <div>Engineers • Surveyors • Construction Managers 65 Broadway, Suite 401, New York, N.Y. 10006 Phone: (212) 616-2657, Fax: (212) 616-3060</div> </div> </div> </div>									
	CPBM	BENCHMARK		LRB	ROCK, BOULDER				<div> <div>DESIGNED BY: LHS</div> <div>DRAWN BY: VS</div> <div>CHECKED BY: GFA</div> <div>BATTERY PARK CITY AUTHORITY CONTRACT XX–XXXX</div> <div> <div>BATTERY PARK CITY RETAINING WALL REPAIR</div> <div>LEGEND POINT SYMBOLOGY</div> <div>CITY OF NEW YORK, BOROUGH OF MANHATTAN</div> <div> <div>KSE</div> <div>KS ENGINEERS, P.C.</div> <div>Engineers • Surveyors • Construction Managers 65 Broadway, Suite 401, New York, N.Y. 10006 Phone: (212) 616-2657, Fax: (212) 616-3060</div> </div> </div> </div>									
	CPH	POINT, HORIZ. PHOTOGRAMMETRY		LSHC	SHRUB, CONIFEROUS				<div> <div>DESIGNED BY: LHS</div> <div>DRAWN BY: VS</div> <div>CHECKED BY: GFA</div> <div>BATTERY PARK CITY AUTHORITY CONTRACT XX–XXXX</div> <div> <div>BATTERY PARK CITY</div></div></div>									

GENERAL NOTES

- ALL WORK CONTEMPLATED UNDER THIS CONTRACT SHALL BE COVERED BY AND IN CONFORMITY WITH THE NYSDOT STANDARD SPECIFICATIONS FOR CONSTRUCTION AND MATERIALS DATED MAY 1, 2008 AND ANY MODIFICATIONS AND ADDENDA THERE TO, EXCEPT AS MODIFIED BY THE CONSTRUCTION DOCUMENTS FOR THIS PROJECT.
- THE LATEST REVISIONS OF THE STANDARD SHEETS MAINTAINED BY THE NYSDOT, WHICH ARE CURRENT ON THE DATE OF ADVERTISEMENT FOR BIDS, SHALL BE CONSIDERED TO BE IN EFFECT. ALL PAY ITEMS AND WORK CONTAINED IN THE CONTRACT AND ANY ADDITIONAL PAY ITEMS AND WORK ENCOUNTERED DURING THE COURSE OF THE CONTRACT SHALL BE SUBJECT TO THE APPLICABLE STANDARD SHEET(S) UNLESS OTHERWISE SPECIFIED IN THE CONTRACT DOCUMENTS.
- THE CONTRACTOR'S ATTENTION IS DIRECTED TO THE FACT THAT, DUE TO THE NATURE OF RECONSTRUCTION PROJECTS, THE EXACT EXTENT OF RECONSTRUCTION WORK CANNOT ALWAYS BE ACCURATELY DETERMINED PRIOR TO THE COMMENCEMENT OF WORK. THESE CONTRACT DOCUMENTS HAVE BEEN PREPARED BASED ON FIELD INSPECTION AND OTHER INFORMATION AVAILABLE AT THE TIME. ACTUAL FIELD CONDITIONS MAY REQUIRE MODIFICATIONS TO CONSTRUCTION DETAILS AND WORK QUANTITIES. THE CONTRACTOR SHALL PERFORM THE WORK IN ACCORDANCE WITH FIELD CONDITIONS.
- THE CONTRACTOR SHALL PERFORM ALL WORK WITH CARE SO THAT ANY MATERIALS WHICH ARE TO REMAIN IN PLACE, OR WHICH ARE TO REMAIN THE PROPERTY OF THE COUNTY WILL NOT BE DAMAGED, IF THE CONTRACTOR DAMAGES ANY MATERIALS WHICH ARE TO REMAIN IN PLACE, OR WHICH ARE TO REMAIN THE PROPERTY OF THE COUNTY, THE DAMAGED MATERIALS SHALL BE REPAIRED OR REPLACED IN A MANNER SATISFACTORY TO THE ENGINEER AT THE EXPENSE OF THE CONTRACTOR.
- WHENEVER ITEMS IN THE CONTRACT REQUIRE MATERIALS TO BE REMOVED AND DISPOSED OF, THE COST OF SUPPLYING A DISPOSAL AREA AND TRANSPORTATION TO THE DISPOSAL AREA SHALL BE INCLUDED IN THE UNIT PRICES BID FOR THOSE ITEMS.
- ACCESS TO THE SITE MAY INVOLVE REMOVAL AND REINSTALLATION OF GUIDERAILAING, FENCING AND REMOVAL OF MISCELLANEOUS MATERIALS, PLANTS OR MINOR STRUCTURES AS DEEMED NECESSARY BY THE CONTRACTOR. THE BIDDER IS RESPONSIBLE FOR DETERMINING THE EXTENT OF WORK REQUIRED TO ACCESS THE SITE AND MUST PREPARE HIS/HER BID ACCORDINGLY.
- THE CONTRACTOR SHALL REPAIR AND RESTORE TO ORIGINAL CONDITION ANY DAMAGE BEYOND THE WORK LIMITS. CAUSED BY HIS/HER OPERATION. AT NO COST TO THE COUNTY.
- THE E.I.C. MAY INCREASE OR DECREASE THE LIMIT OF WORK AS DEEMED NECESSARY.
- APPROXIMATE LOCATION OF RIGHT-OF-WAY, PROPERTY LINES, AND EASEMENTS ARE SHOWN ON THE PLANS BASED ON AVAILABLE INFORMATION.
- ALL RIGHT-OF-WAY MONUMENTS AND PROPERTY CORNERS ARE TO BE SAFEGUARDED AND PRESERVED. PRIOR TO START OF CONSTRUCTION, THE CONTRACTOR SHALL LOCATE AND SUBMIT A CONDITION INVENTORY OF ALL MONUMENTS AND SURVEY CONTROL WITHIN THE PROJECT LIMITS. ALL RIGHT-OF-WAY MONUMENTS OR PROPERTY CORNERS THAT ARE DISTURBED BY THE CONTRACTOR DURING CONSTRUCTION ARE TO BE REPLACED BY A N.Y.S. LICENSED SURVEYOR AT THE CONTRACTOR'S EXPENSE.
- CONCRETE AND ASPHALT SURFACE TREATMENT AREAS ARE NOTED ON THE PLANS. LIMITS OF REQUIRED TOPSOIL AND SEEDING SURFACE TREATMENTS ARE NOT SHOWN, HOWEVER, ALL DISTURBED AREAS ADJACENT TO CURBING, DRIVEWAY, AND SIDEWALK INSTALLATION SHALL BE RESTORED TO THEIR EXISTING TREATMENT, TO THE TREATMENT SHOWN ON THE PLANS, BY TOPSOIL AND SEEDING, OR A.O.B.E.
- ANY ADDITIONAL TREE REMOVALS BEYOND THOSE LISTED IN THE PLANS MUST BE APPROVED BY THE E.I.C. PRIOR TO REMOVAL. THE CONTRACTOR IS TO PROVIDE PROTECTION FOR ALL OF THE EXISTING TREES WITHIN THE PROJECT LIMITS THROUGHOUT THE COURSE OF THE PROJECT, TO MINIMIZE AS MUCH AS POSSIBLE ANY DAMAGE OCCURING TO THE TREES AS A RESULT OF CONSTRUCTION ACTIVITIES. PROTECTION IS TO BE IN PLACE BEFORE ANY WORK IS STARTED, AND IS TO BE IN THE FORM OF WOOD RAIL OR ORANGE CONSTRUCTION SAFETY FENCING PLACED AROUND EACH TREE PER THE DETAIL ON DRAWING MD-3.
- THE CONTRACTOR SHALL PRUNE BRANCHES ON EXISTING TREES, TO PROVIDE VERTICAL AND HORIZONTAL CLEARANCE ALONG THE PROPOSED SIDEWALK. THE MINIMUM CLEARANCE PROVIDED SHALL BE EIGHT (8) FEET ABOVE PROPOSED GRADE AND FOUR (4) FEET FROM CENTERLINE OF SIDEWALK. NO ADDITIONAL PRUNING SHALL BE DONE BEYOND THOSE NECESSARY TO PROVIDE THE CLEARANCES LISTED. THE CONTRACTOR SHALL PRUNE BRANCHES AT THE TRUNK OF TREE OR NEAREST PARENT STEM, A.O.B.E. COST SHALL BE INCLUDED IN THE UNIT PRICE BID FOR ITEM 201.06.
- THE CONTRACTOR SHALL ABIDE BY ALL CONDITIONS OF THE NYSDOT AND COUNTY PERMITS.
- ALL ROADWAY SURFACES ARE TO BE KEPT CLEAN OF MUD AND DEBRIS AT ALL TIMES.

UTILITY NOTES

- THE CONTRACTOR IS RESPONSIBLE FOR COORDINATING ALL UTILITY WORK. ALL COSTS FOR UTILITY COORDINATION SHALL BE INCLUDED IN ITEM 625.01
- EXISTING UTILITIES (LOCATIONS, SIZES AND INVERTS) SHOWN ON THE PLANS HAVE BEEN PLOTTED FROM FIELD SURVEYS AND RECORD MAPS AND ARE NOT CERTIFIED AS TO THE ACCURACY OF THEIR LOCATION OR COMPLETENESS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING THE EXACT LOCATIONS AND DEPTHS OF ALL UTILITIES AND STRUCTURES IN THE PATH OF, OR CLOSELY PARALLEL TO, OR UNDER THE PROPOSED CONSTRUCTION, WHETHER ABANDONED OR IN SERVICE. IT IS THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY THE VARIOUS UTILITY OWNERS IN AMPLE TIME FOR THEM TO LOCATE AND MARK THEIR FACILITIES. THE CONTRACTOR SHALL ALSO NOTIFY DIG SAFELY NEW YORK AT LEAST 48 HOURS IN ADVANCE OF COMMENCING ANY WORK. TEL. NO. 1-800-962-7962. COST SHALL BE INCLUDED IN THE UNIT PRICE BID FOR ITEM 625.01.
- WORK SHALL NOT COMMENCE UNTIL ALL UNDERGROUND UTILITIES HAVE BEEN STAKED TO SHOW THEIR LOCATION EITHER INSIDE OR OUTSIDE THE WORK AREAS.
- THE CONTRACTOR SHALL DIG TEST PITS AT POTENTIAL UTILITY CONFLICT LOCATIONS NOT ALREADY IDENTIFIED AS BEING RELOCATED ON THE PLANS. COST FOR TEST PIT EXCAVATION SHALL BE INCLUDED IN THE PRICE BID FOR ITEM 206.02. BACKFILL AND SURFACE RESTORATION SHALL BE INCLUDED IN THE PRICE BID FOR THE APPROPRIATE PAY ITEMS. THE CONTRACTOR SHALL NOTIFY THE UTILITY COMPANY IF A CONFLICT EXISTS.
- THE CONTRACTOR SHALL CONDUCT THEIR OPERATIONS AND TAKE ALL PRECAUTIONS NECESSARY TO PROTECT AND PRESERVE THE INTEGRITY OF EXISTING UTILITIES TO REMAIN, AND NEWLY INSTALLED UTILITIES AND SHALL PROVIDE UNINTERRUPTED SERVICE TO ALL USERS OF THE UTILITIES. UTILITIES ENCOUNTERED DURING CONSTRUCTION AND/OR EXCAVATION OPERATIONS SHALL BE SUPPORTED A.O.B.E. AND IN ACCORDANCE WITH THE UTILITY COMPANIES REQUIREMENTS, REGULATIONS, AND THE SPECIAL NOTE IN THE CONTRACT DOCUMENTS TITLED "EXCAVATION PROTECTION SYSTEMS". COST FOR SUPPORTING UTILITIES SHALL BE INCLUDED IN ITEMS 552.16000199 AND 552.16000299. NO SEPARATE PAYMENT SHALL BE MADE FOR ANY ADDITIONAL WORK REQUIRED TO AVOID EXISTING UTILITIES TO REMAIN OR NEWLY INSTALLED UTILITIES.
- ALL PRIVATE UTILITY WORK TO BE PERFORMED BY THE UTILITY COMPANY, EXCEPT AS NOTED ON THE PLANS. UTILITY FACILITIES CONSTRUCTED BY OTHERS ARE SHOWN ON THE PLANS TO AID THE CONTRACTOR IN COORDINATING THE WORK. THE CONTRACTOR SHALL PROVIDE ALL SURVEY AND STAKEOUT AS NECESSARY AND/OR A.O.B.E. FOR THE UTILITY COMPANIES TO CONSTRUCT THEIR FACILITIES AS SHOWN ON THE PLANS, AND AT ELEVATIONS COMPATIBLE WITH ROADWAY AND DRAINAGE IMPROVEMENTS. CHANGES TO UTILITY LOCATIONS MUST BE APPROVED BY THE ENGINEER AND THE COUNTY.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR INSURING THAT THE UTILITY COMPANIES RELOCATE THEIR FACILITIES AT THE LOCATIONS SHOWN ON THE PLANS AND AT LOCATIONS THAT WILL NOT CONFLICT WITH OTHER COMPLETED OR FUTURE WORK ON THE PROJECT.

ENVIRONMENTAL NOTES

- CONTRACTOR SHALL EMPLOY MEASURES TO PREVENT CONTAMINATION OF THE SITE BY SILT, SEDIMENT, FUELS, SOLVENTS, LUBRICANTS, EPOXY COATINGS, CONCRETE, CONCRETE LEACHATE OR ANY OTHER POLLUTANT ASSOCIATED WITH THE PROJECT.
- SILT FENCE OR OTHER SEDIMENT CONTROL MEASURES SHALL BE INSTALLED PRIOR TO ANY SOIL DISTURBANCES AND MAINTAINED UNTIL PERMANENT STABILIZATION IS ESTABLISHED.
- TEMPORARY SOIL AND EROSION AND WATER POLLUTION CONTROL SHALL BE USED WHERE SHOWN ON THE PLANS AND AS DIRECTED BY THE E.I.C.

DESIGNED BY: LHS	DRAWN BY: VS	CHECKED BY: GFA	BATTERY PARK CITY AUTHORITY CONTRACT XX-XXXX			
<div>GEORGE ASSIS</div> <div>PROFESSIONAL ENGINEER N.Y. LICENSE NO. 073077</div>		REVISIONS	BATTERY PARK CITY RETAINING WALL REPAIR			
			GENERAL NOTES			
			CITY OF NEW YORK, BOROUGH OF MANHATTAN			
			<div>KSE</div> <div>KS ENGINEERS, P.C.</div>			
			Engineers • Surveyors • Construction Managers 65 Broadway, Suite 401, New York, N.Y. 10006 Phone: (212) 616-2657, Fax: (212) 616-3060			
			SCALE: AS SHOWN	DATE: 4/06/2016	PROJECT NO.: 1637-03	SHEET NO.: C-006

GENERAL

1. THE CONTRACTOR SHALL MAINTAIN TRAFFIC THROUGHOUT THE DURATION OF THE CONTRACT IN ACCORDANCE WITH THE REQUIREMENTS OF SECTION 619 OF THE STANDARD SPECIFICATIONS. THE TRAFFIC CONTROL REQUIREMENTS CONTAINED IN THE PLANS AND/OR PROPOSAL OF THIS CONTRACT, APPLICABLE NYSDOT STANDARD SHEETS, AND THE NATIONAL MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS, THE NEW YORK STATE SUPPLEMENT, AND ALL APPLICABLE ADDENDA. HEREIN TOGETHER KNOWN AS THE MUTCD.
2. THE CONTRACTOR WAY SUBMIT TO THE ENGINEER, IN WRITING. PROPOSED REVISIONS TO THE TRAFFIC CONTROL PLAN FOR REVIEW AND APPROVAL BY THE ROCKLAND COUNTY DRAINAGE AGENCY AT LEAST FIVE (5) WORKING DAYS PRIOR TO THE PLANNED IMPLEMENTATION. OF SUCH PROPOSED REVISIONS, EXCEPT FOR CHANGES THAT ALTER THE SCOPE OF THE TRAFFIC CONTROL PLAN. SUCH CHANGES IN SCOPE MUST BE SUBMITTED TO THE ENGINEER FOR APPROVAL BY THE ROCKLAND COUNTY DRAINAGE AGENCY AT LEAST THIRTY (30) WORKING DAYS PRIOR TO IMPLEMENTATION.
3. THE TYPICAL DETAILS DEPICTED IN THESE PLANS. ON THE NYSDOT STANDARD SHEETS, AND IN THE MUTCD REFLECT MINIMUM REQUIREMENTS. FOR TYPICAL APPLICATIONS OF TRAFFIC CONTROL DEVICES IN CONSTRUCTION AREAS NOT SPECIFIED IN THE PLANS OR NYSDOT STANDARD SHEETS. THE PROVISION OF PART 6 OF THE MUTCD SHALL APPLY. THE ENGINEER MAY ORDER ADDITIONAL DEVICES AND/OR METHODS TO MEET FIELD CONDITIONS, WHICH SHALL BE PROVIDED AT NO ADDITIONAL COST.
4. THE CONTRACTOR SHALL MAINTAIN POSITIVE STORM DRAINAGE THROUGHOUT ALL PHASES OF CONSTRUCTION.
5. ALL SIGNS ARE BLACK LEGEND AND BORDER ON ORANGE BACKGROUND, EXCEPT FOR SIGNS MARKED WITH AN * THAT ARE BLACK LEGEND AND BORDER ON A WITH BACKGROUND.

INGRESS AND EGRESS

1. THE CONTRACTOR SHALL MAINTAIN PUBLIC ACCESS TO THE GREATEST EXTENT FEASIBLE TO INTERSECTING ROADS. RESIDENCES, BUSINESS ESTABLISHMENTS, AND ADJACENT PROPERTY, FOR VEHICLES. PEDESTRIANS. AND BICYCLISTS IN ACCORDANCE WITH SECTION 619 OF THE NYSDOT STANDARD SPECIFICATIONS.
2. THE CONTRACTOR SHALL PROVIDE RESIDENT/PROPERTY OWNERS WITH A MINIMUM OF FORTY-EIGHT (48) HOURS ADVANCE NOTICE BEFORE STARTING ANY WORK THAT IMPACTS AN ACTIVE DRIVEWAY OR ENTRANCE WALK.
3. DURING WINTER SEASON (NOVEMBER 1 THRU APRIL 19). ALL DRIVEWAY AREAS DISTURBED BY CONSTRUCTION ACTIVITIES SHALL BE RESTORED IN ACCORDANCE WITH THE TEMPORARY SIDEWALK/ DRIVEWAY DETAIL ON DWG. NO. WZ-4, A.O.B.E.

DELINEATION AND CHANNELIZATION

1. TAPER LENGTHS AND LONGITUDINAL BUFFER SPACES SHALL CONFORM TO NYSDOT STANDARD SHEET 619-11.
2. IF ADVANCE SIGNING OBSTRUCTS THE VISIBILITY OF A FLAGGER OR CONFLICTS WITH DRIVEWAYS OR SIDE ROADS, SIGNS SHOULD BE MOVED UPSTREAM AS DIRECTED BY THE ENGINEER.

TEMPORARY LANE CLOSURES

1. THE CONTRACTOR SHALL LOCATE LANE CLOSURES TO PROVIDE OPTIMUM VISIBILITY. I.E. BEFORE CURVES AND CRESTS. TO THE EXTENT CONDITIONS PERMIT.

PEDESTRIAN AND BICYCLE ACCESS

1. THE CONTRACTOR SHALL MAINTAIN, AT ALL TIMES, A MARKED, CONVENIENT, SAFE, ACCESSIBLE PEDESTRIAN FACILITY ALONG ONE SIDE CONTRACTOR SHALL SCHEDULE THE OPERATIONS TO MINIMIZE THE INTERRUPTION OF PEDESTRIAN TRAFFIC. THE SIDEWALK ON AT LEAST ONE SIDE OF THE ROADWAY SHALL REMAIN OPEN AND PASSABLE AT ALL TIMES (A.O.B.E.) UNLESS OTHERWISE NOTED IN CONTRACT DOCUMENTS. TEMPORARY STORAGE OF CONSTRUCTION EQUIPMENT OR MATERIAL IS NOT PERMITTED ON A SIDEWALK OR PATH THAT IS DESIGNATED AS OPEN.
2. CONTINUOUS PEDESTRIAN AND BICYCLE ACCESS THAT CONFORMS TO THE AMERICANS WITH DISABILITIES ACT ACCESSIBILITY GUIDELINES (A.D.A.A.G.) SHALL BE MAINTAINED AT ALL TIMES (A.O.B.E.). THE CONTRACTOR IS ADVISED THAT HE MAY NEED TO CONSTRUCT PORTIONS OF THE PROPOSED SIDEWALK OR PROVIDE A TEMPORARY PEDESTRIAN AND BICYCLE FACILITY DURING THE VARIOUS STAGES IN ORDER TO ENSURE ACCOMMODATIONS OF THE REQUIRED CONTINUOUS PEDESTRIAN ACCESS ROUTE.
3. ANY TEMPORARY PEDESTRIAN FACILITY SHALL MEET THE FOLLOWING CRITERIA:

A. MINIMUM WIDTH = 5 FEET UNLESS OTHERWISE INDICATED

B. CROSS SLOPE =2% MAX

C. SURFACE CONDITION =STABLE, FIRM AND SLIP RESISTANT
4. THE CONTRACTOR SHALL SUBMIT A WORK ZONE TRAFFIC CONTROL PLAN FOR PEDESTRIAN ACCESS PRIOR TO CLOSING ANY SECTION OF SIDEWALK. (SEE NYSDOT STANDARD SHEETS 619-50 AND 619-51).
5. CONTRACTOR SHALL MAINTAIN TEMPORARY FACILITIES AS INDICATED IN SUGGESTED CONSTRUCTION SEQUENCE AND AS ORDERED BY THE ENGINEER.
6. AT CERTAIN LOCATIONS IT MAY BE NECESSARY TO BUILD A TEMPORARY WOODEN WALKWAY TO BRIDGE OVER CURING CONCRETE OR EXCAVATION. THE CONTRACTOR SHALL MAINTAIN A.D.A.A.G. COMPLIANT ACCOMMODATIONS AND BUILD SUCH A WALKWAY (A.O.B.E.) COST TO BE INCLUDED UNDER ITEM 619.01.
7. THE CONTRACTOR SHALL MAINTAIN THE SIDEWALK AND ADJACENT LAND AREAS RUT-FREE WITH NO BROKEN SIDEWALK. ANY DISRUPTION THAT RESULTS IN BREAKAGE OF SIDEWALK OR RUTTING OF ADJACENT LAND SHALL BE REPAIRED IMMEDIATELY IN CONFORMANCE WITH THE A.D.A.A.G.

PEDESTRIAN AND BICYCLE ACCESS

8. THE CONTRACTOR WILL BE WORKING IN AREA WHERE RESIDENTS AND CHILDREN MUST BE KEPT AWAY FROM THE PROJECT AREA. TEMPORARY (SAFETY) FENCING ADJACENT TO ANY TEMPORARY OR PERMANENT PEDESTRIAN FACILITY IS NECESSARY TO SEPARATE THE PROJECT AREA FROM LOCAL RESIDENTS. THE FOLLOWING REQUIREMENTS SHALL BE MET:

ADJACENT TO ANY EXCAVATION OR VERTICAL DROP-OFF. THE CONTRACTOR SHALL PROVIDE A CONTINUOUS CHAIN LINK FENCE. THE FENCING WILL BE 6 FEET HIGH AND INCLUDE A TOP AND BOTTOM RAIL TO PROVIDE ADEQUATE SUPPORT (A.O.B.E.).

AT ALL OTHER LOCATIONS. SAFETY FENCING SHALL BE CONTINUOUS PLASTIC FLUORESCENT ORANGE SUPPORTED BY METAL OR WOODEN POSTS SPACED AT 3 FEET ON CENTER (A.D.B.E.)

THE CONTRACTOR SHALL SUBMIT A PLAN FOR IMPLEMENTING ALL SAFETY PROCEDURES AND DEVICES TO THE COUNTY FOR REVIEW.

ALL FENCING (CHAIN LINK AND PLASTIC) AND ASSOCIATED WORK SHALL BE INCLUDED IN ITEMS 607.11000008 AND 607.41010010.
9. "SIDEWALK CLOSED" SIGNS SHALL BE USED AT ALL WORK ZONES WHERE NO PEDESTRIAN TRAFFIC IS PERMITTED THROUGH THE WORK AREA.

EMERGENCY ACCESS

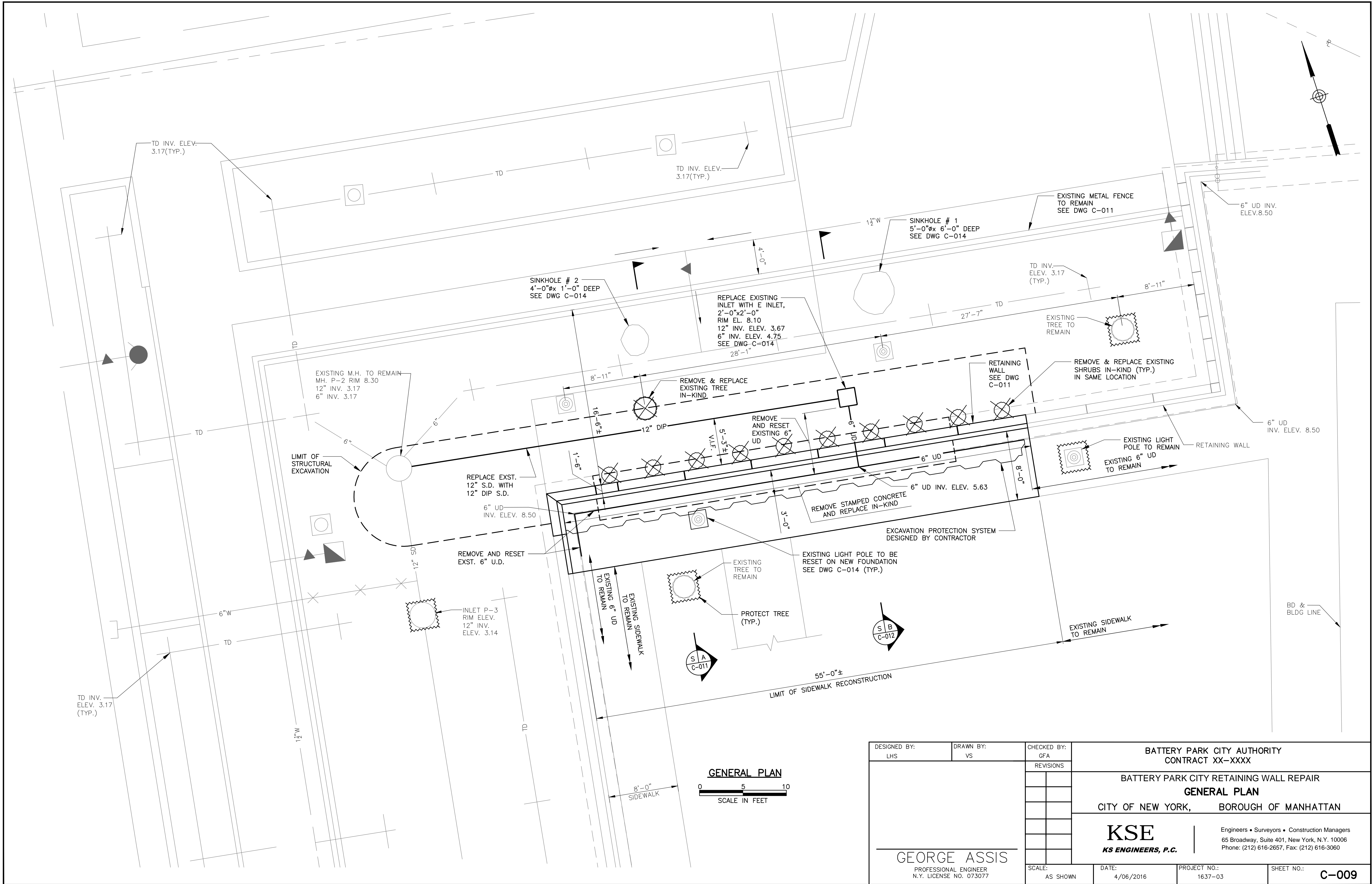
1. AT ALL TIMES DURING CONSTRUCTION, THE CONTRACTOR MUST PROVIDE SAFE AND CONVENIENT EMERGENCY ACCESS. LOCAL FIRE. POLICE. AND AMBULANCE AGENCIES SHALL BE NOTIFIED IN WRITING BY THE CONTRACTOR PRIOR TO THE START OF WORK IN ORDER TO COORDINATE AND MAINTAIN SUFFICIENT EMERGENCY SERVICES. A COPY OF THIS NOTIFICATION SHALL BE PROVIDED TO THE ENGINEER.

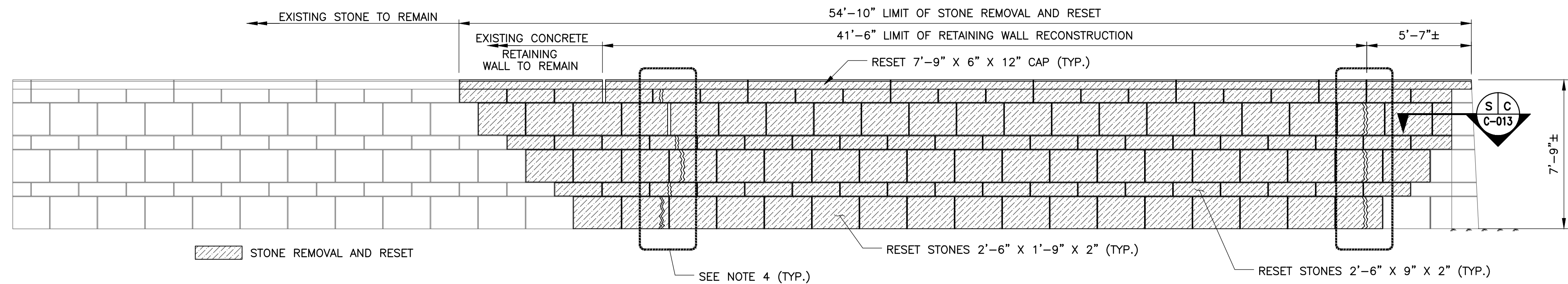
DESIGNED BY: LHS	DRAWN BY: VS	CHECKED BY: GFA	BATTERY PARK CITY AUTHORITY CONTRACT XX-XXXX			
<div>GEORGE ASSIS</div> <div>PROFESSIONAL ENGINEER N.Y. LICENSE NO. 073077</div>		REVISIONS			BATTERY PARK CITY RETAINING WALL REPAIR WORK ZONE TRAFFIC CONTROL GENERAL NOTES CITY OF NEW YORK, BOROUGH OF MANHATTAN	
					<div><div>KSE</div><div>KS ENGINEERS, P.C.</div></div> <div>Engineers • Surveyors • Construction Managers 65 Broadway, Suite 401, New York, N.Y. 10006 Phone: (212) 616-2657, Fax: (212) 616-3060</div>	
		SCALE: AS SHOWN	DATE: 4/06/2016	PROJECT NO.: 1637-03	SHEET NO.:	C-007

SOIL EROSION AND SEDIMENT CONIROL NOTES

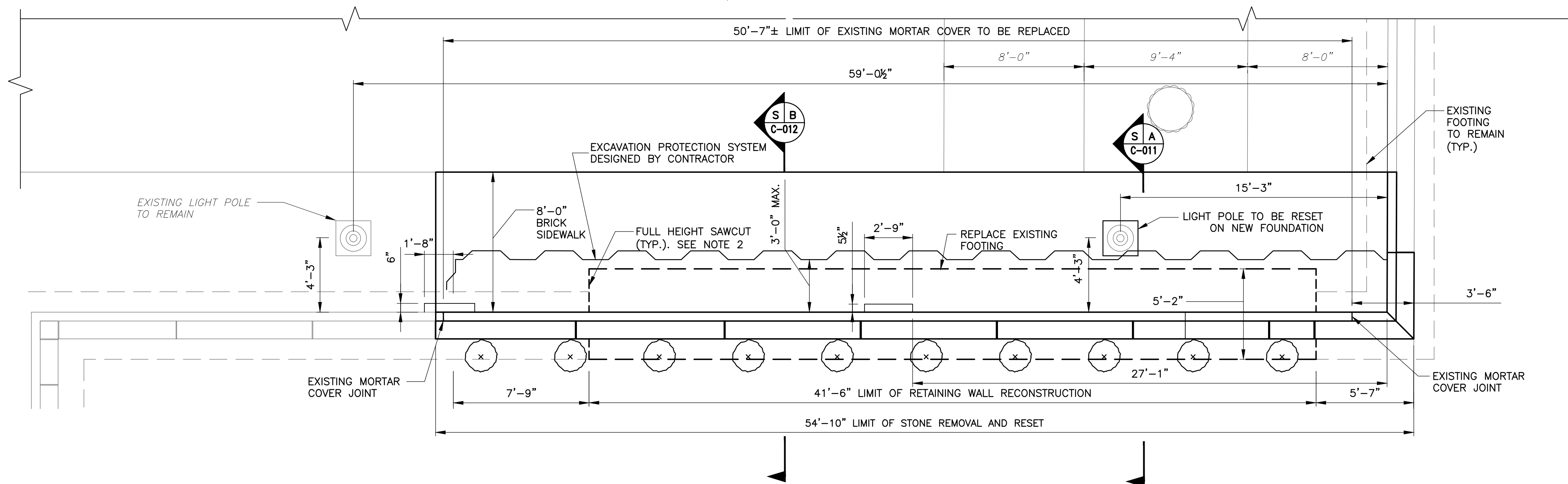
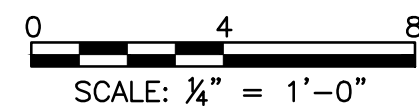
1. ALL TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES MUST BE IMPLEMENTED, INSPECTED, MONITORED, AND MAINTAINED AS SPECIFIED IN THE NYSDOT SPECIFICATIONS.
2. THE LOCATIONS OF EROSION AND SEDIMENT CONTROL MEASURES. AS INDICATED IN THE CONTRACT DOCUMENTS MAY REQUIRE FIELD ADJUSTMENTS DEPENDING ON THE SEQUENCE OF CONSTRUCTION ACTIVITIES, CONSTRUCTION METHODS AND/OR ACTUAL FIELD CONDITIONS.
3. THE ENGINEER IN CHARGE SHALL BE NOTIFIED OF ANY SIGNIFICANT CHANGES TO THE EROSION AND SEDIMENT CONTROL MEASURES INDICATED IN THE CONTRACT DOCUMENTS.
4. THE CONTRACTOR SHALL SUBMIT FOR APPROVAL TO THE ENGINEER IN CHARGE HIS WRITTEN SCHEDULE AND PROPOSED MEASURES FOR TEMPORARY AND PERMANENT EROSION AND SEDIMENT CONTROL WORK AND SCHEDULE OF OPERATIONS AS REQUIRED BY SECTION 209 OF THE NYSDOT STANDARD SPECIFICATIONS.
5. ALL DREDGED AND EXCAVATED MATERIAL THAT IS DISPOSED OF ON AN UPLAND SITE SHALL BE SUITABLY STABILIZED WITH SEED AND MULCH IN ACCORDANCE WITH SECTION 209 OF THE NYSDOT STANDARD SPECIFICATIONS SO THAT IT CANNOT REASONABLY RE-ENTER ANY WATER BODY OR WETLAND AREA.
6. INSPECTION, PERIODIC CLEANING AND MAINTENANCE OF TEMPORARY SOIL EROSION AND POLLUTION DEVICES SHALL BE PERFORMED ON A SCHEDULED BASIS IN ACCORDANCE WITH SECTION 209 OF THE NYSDOT STANDARD SPECIFICATIONS. THE COST OF INSTALLING, CLEANING AND REMOVING TEMPORARY SOIL EROSION AND WATER POLLUTION CONTROL DEVICES SHALL BE PAID FOR UNDER THE ITEMS SHOWN.
7. ALL CONTROL MEASURES SHALL BE PLACED TO STARTING EARTH WORK OPERATIONS AND SHALL REMAIN IN PLACE UNTIL THE NEW SLOPES ARE STABILIZED WITH SEEDING, MULCH AND/OR SLOPE PROTECTION, IN ACCORDANCE WITH SECTION 209 OF THE NYSDOT STANDARD SPECIFICATIONS.
8. REFER TO NYSDOT STANDARD SHEETS 209-1 THRU 209-7 FOR SOIL EROSION AND SEDIMENT CONTROL DETAILS.
9. WHEELS SHALL BE CLEANED TO REMOVE SEDIMENT PRIOR TO ENTRANCE ONTO ADJACENT ROADWAYS. WHEN WASHING IS REQUIRED, IT SHALL BE DONE ON AN AREA STABILIZED WITH STONE AND WHICH DRAINS INTO AN APPROVED SEDIMENT TRAPPING DEVICE.
10. ALL NECESSARY PRECAUTIONS SHALL BE TAKEN TO PREVENT CONTAMINATION OF ANY STREAM OR WATERWAY BY SILT, SEDIMENT, FUELS, SOLVENTS, LUBRICANTS, EPOXY COATINGS, CONCRETE LEACHATE OR ANY OTHER POLLUTANT ASSOCIATED WITH CONSTRUCTION AND CONSTRUCTION PROCEDURES.
11. DURING CONSTRUCTION, NO WET OR FRESH CONCRETE OR LEACHATE SHALL BE ALLOWED TO ESCAPE INTO ANY WATERS, NOR SHALL WASHINGS FROM CONCRETE TRUCKS, MIXERS OR OTHER DEVICES BE ALLOWED TO ENTER ANY WETLAND OR WATERS.
12. DUMP TRUCKS HAULING MATERIAL FROM THE CONSTRUCTION SITE WHICH ARE PRONE TO BLOWING FROM THE WIND WILL BE COVERED BY A TARPULIN.
13. SILT FENCING MUST BE INSTALLED PARALLEL TO EXISTING CONTOURS OR CONSTRUCTED IN LEVEL ALIGNMENTS. ENDS OF FENCING MUST BE EXTENDED 10 FT., TRAVELING UPSLOPE AT 45 DEGREES TO THE ALIGNMENT OF THE MAIN FENCING SECTION.
14. WHERE SILT FENCE IS USED IN AREAS OF CONCENTRATED FLOW, THE ENGINEER IN CAHRGE MAY CALL FOR BACKING THE SILT FENCE WITH STRAW BALES. AN APPROVED GEOTEXTILE OR FILTER FENCE MAY BE SUBSTITUTED FOR STRAW BALES AT NO ADDITIONAL COST. GEOTEXTILE SHALL SATISFY THE REQUIREMENTS OF SECTION 207-2 OF THE STANDARD SPECIFICATIONS.
15. CONTROL MEASURES SHALL BE USED AS NECESSARY AND SHALL FOLLOW DITCH EXCAVATING OPERATIONS. THEY SHALL REMAIN IN PLACE UNTIL THE NEW SLOPES HAVE BEEN STABILIZED BY SEEDING, MULCH AND OR SLOPE PROTECTION IN ACCORDANCE WITH SECTION 209 OF THE NYSDOT STANDARD SPECIFICATIONS.
16. IF CONSTRUCTION ACTIVITIES ARE DISCONTINUED IN AREAS OF SOIL DISTURBANCE BEFORE FINAL GRADING IS COMPLETE, THEN TEMPORARY GRADING SHALL INCLUDE TEMPORARY SEEDING AND MULCH (ITEM 209.1003) THAT WILL BE STABILIZED WITHIN 7 DAYS OF EXPOSURE. MULCH SHALL BE MAINTAINED UNTIL SUITABLE VEGETATIVE COVER IS ESTABLISHED. THIS PAY ITEM IS ESTIMATED AND THE QUANTITY MAY VARY BASED ON ACTUAL CONSTRUCTION CONDITIONS.
17. CONTAIN ANY TEMPORARY STOCKPILES OF TOPSOIL OR FILL WITH SILT FENCES AS SHOWN IN THE SILT FENCE DETAIL IN THE NYSDOT STANDARD SHEETS AND STANDARD SPECIFICATIONS. PILES EXPOSED FOR LONGER THAN TWO WEEKS SHALL BE STABILIZED BY SEEDING, MULCH AND OR SLOPE PROTECTION IN ACCORDANCE WITH SECTION 209 OF THE NYSDOT STANDARD SPECIFICATIONS .
18. ALL METHODS AND EQUIPMENT PROPOSED BY THE CONTRACTOR TO ACCOMPLISH THE WORK SHALL BE SUBJECT TO THE APPROVAL OF THE ENGINEER IN CHARGE.
19. AT THE COMPLETION OF CONSTRUCTION AND PERMANENT SOIL STABILIZATION, SEDIMENT SHALL BE REMOVED FROM NEW DRAINAGE PIPES, DRAINAGE STRUCTURES, AND CHECK DAMS. THE COST FOR SEDIMENT REMOVAL SHALL BE INCLUDED IN THE COST BID FOR THE EROSION CONTROL ITEMS.
20. THE LOCATION OF EROSION AND SEDIMENT CONTROL MEASURES AS INDICATED IN THE CONTRACT DOCUMENTS. MAY REQUIRE FIELD ADJUSTMENTS DEPENDING ON THE SEQUENCE OF CONSTRUCTION ACTIVITIES. CONSTRUCTION METHODS AND/OR ACTUAL FIELD CONDITIONS. NO MODIFICATIONS WILL BE MADE WITHOUT THE APPROVAL OF THE ENGINEER.
21. THE SIDEWALKS MUST BE KEPT CLEAN OF MUD, DIRT, AND OTHER DEBRIS AT ALL TIMES.
22. REFER TO DUST CONTROL REQUIREMENTS IN STANDARD SPECIFICATIONS 203 AND 619.

DESIGNED BY: LHS	DRAWN BY: VS	CHECKED BY: GFA	BATTERY PARK CITY AUTHORITY CONTRACT XX-XXXX			
<div>GEORGE ASSIS</div> <div>PROFESSIONAL ENGINEER N.Y. LICENSE NO. 073077</div>		REVISIONS		BATTERY PARK CITY RETAINING WALL REPAIR EROSION AND SEDIMENT CONTROL GENERAL NOTES CITY OF NEW YORK, BOROUGH OF MANHATTAN		
				<div>KSE</div> <div>KS ENGINEERS, P.C.</div> <div>Engineers • Surveyors • Construction Managers 65 Broadway, Suite 401, New York, N.Y. 10006 Phone: (212) 616-2657, Fax: (212) 616-3060</div>		
		SCALE: AS SHOWN	DATE: 4/06/2016	PROJECT NO.: 1637-03	SHEET NO.: C-008	

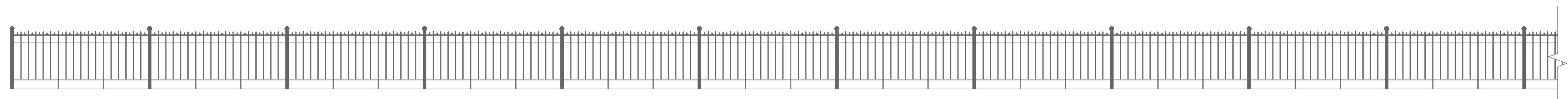
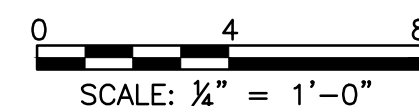




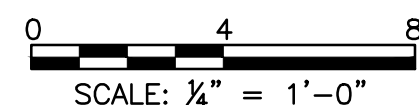
RETAINING WALL ELEVATION



RETAINING WALL PLAN



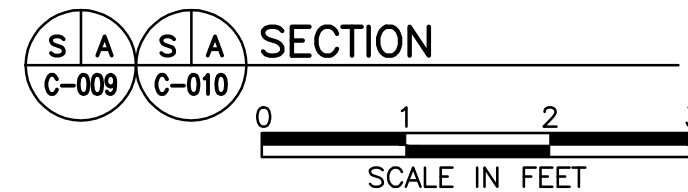
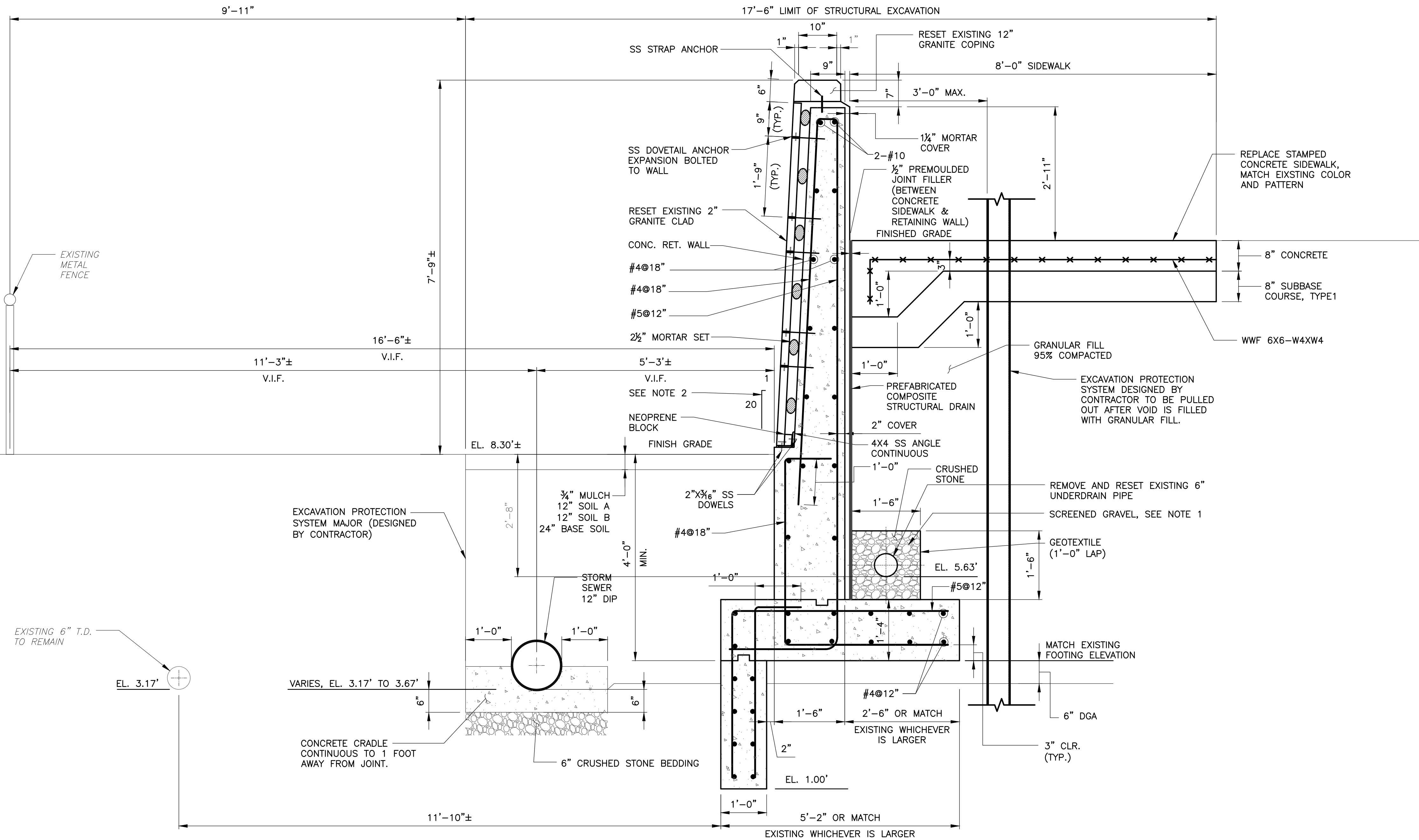
EXISTING METAL FENCE - ELEVATION



NOTES:

1. REMOVE PORTION OF EXISTING METAL FENCE AS REQUIRED FOR CONSTRUCTION. RESET AFTER CONSTRUCTION.
2. SAWCUTTING SHALL BE INCLUDED IN THE COST OF CAST-IN-PLACE CONCRETE CLASS A.
3. CONTRACTOR SHALL REMOVE AND STACK EXISTING WALL STONES FOR INSPECTION BY THE ENGINEER PRIOR TO REINSTALLING.
4. SUPPLY NEW STONES TO REPLACE BROKEN STONES.

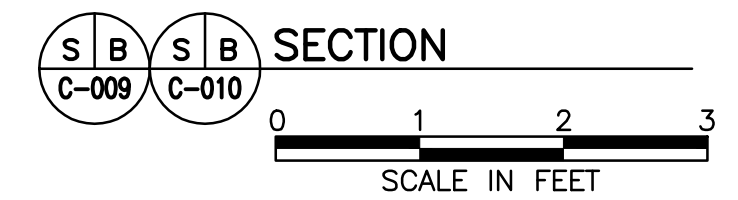
DESIGNED BY: LHS	DRAWN BY: VS	CHECKED BY: GFA	BATTERY PARK CITY AUTHORITY CONTRACT XX-XXXX	
<div>GEORGE ASSIS</div> <div>PROFESSIONAL ENGINEER N.Y. LICENSE NO. 073077</div>			BATTERY PARK CITY RETAINING WALL REPAIR RETAINING WALL	
			CITY OF NEW YORK, BOROUGH OF MANHATTAN	
			<div>KSE</div> <div>KS ENGINEERS, P.C.</div>	
			Engineers • Surveyors • Construction Managers 65 Broadway, Suite 401, New York, N.Y. 10006 Phone: (212) 616-2657, Fax: (212) 616-3060	
			SCALE: AS SHOWN	DATE: 4/06/2016
			PROJECT NO.: 1637-03	SHEET NO.: C-010



NOTES:

1. SCREENED GRAVEL SHALL CONFORM TO NYSDOT UNDERDRAIN FILTER TYPE I.
2. MATCH EXISTING BATTER SLOPE AND WALL DIMENSIONS.
3. DGA PAID UNDER ITEM SUBBASE COURSE, TYPE 1.
4. THE ESTIMATED EMBEDMENT LENGTH FOR TEMPORARY SHEETING IS 14 FEET.
5. MORTAR COVER SHALL BE INCLUDED IN THE COST OF CAST-IN-PLACE CONCRETE, CLASS A.

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<div>GEORGE ASSIS</div> <div>PROFESSIONAL ENGINEER N.Y. LICENSE NO. 073077</div>			BATTERY PARK CITY RETAINING WALL REPAIR	
			SECTION (SHEET 1 OF 2)	
			CITY OF NEW YORK, BOROUGH OF MANHATTAN	
			<div>KSE</div> <div>KS ENGINEERS, P.C.</div>	
			Engineers • Surveyors • Construction Managers 65 Broadway, Suite 401, New York, N.Y. 10006 Phone: (212) 616-2657, Fax: (212) 616-3060	
			SCALE: AS SHOWN	DATE: 4/06/2016
			PROJECT NO.: 1637-03	SHEET NO.: C-011

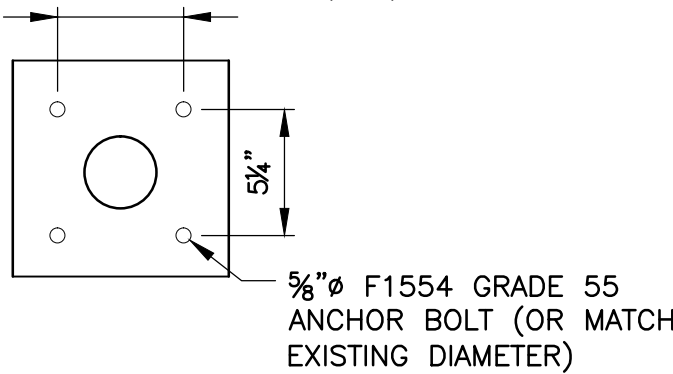


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SCALE IN FEET

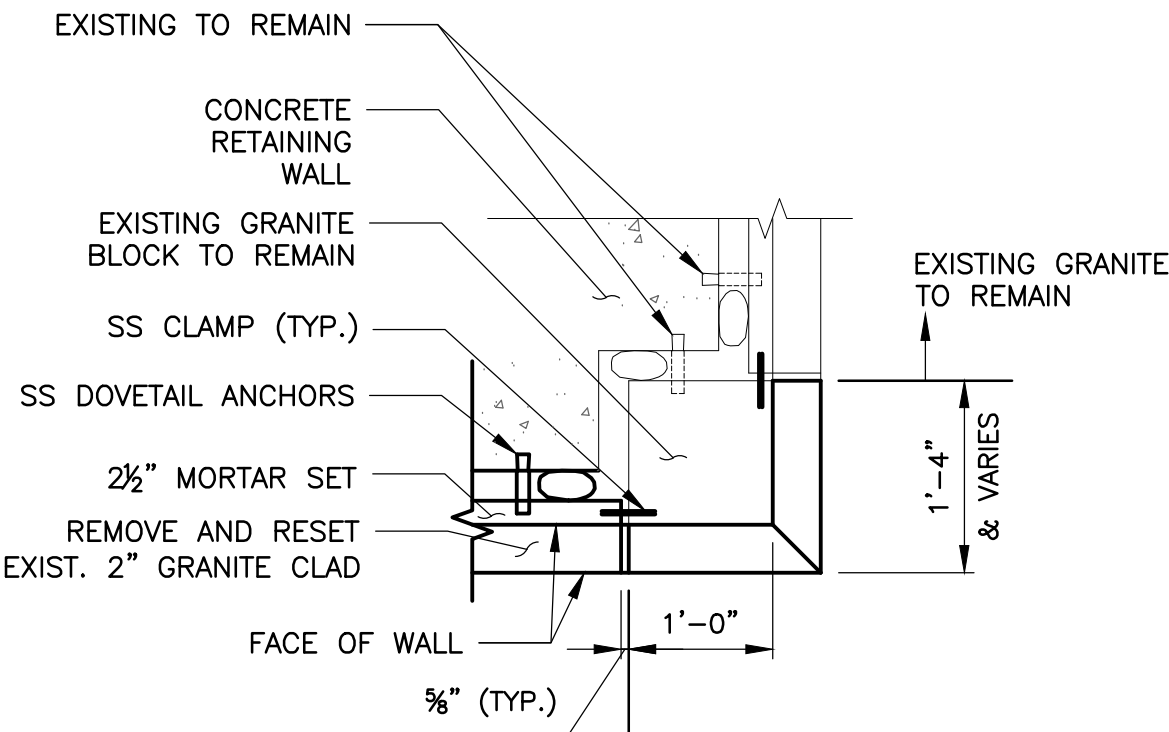
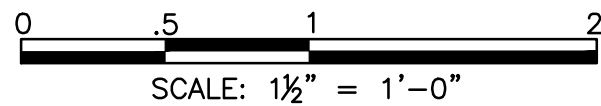
1. SCREENED GRAVEL SHALL CONFORM TO NYSDOT UNDERDRAIN FILTER TYPE I.
2. MATCH EXISTING BATTER SLOPE AND WALL DIMENSIONS.
3. DGA PAID UNDER ITEM SUBBASE COURSE, TYPE 1.
4. THE ESTIMATED EMBEDMENT LENGTH FOR TEMPORARY SHEETING IS 14 FEET.
5. MORTAR COVER SHALL BE INCLUDED IN THE COST OF CAST-IN-PLACE CONCRETE, CLASS A.

DESIGNED BY: LHS	DRAWN BY: VS	CHECKED BY: GFA	BATTERY PARK CITY AUTHORITY CONTRACT XX-XXXX	
<div>GEORGE ASSIS</div> <div>PROFESSIONAL ENGINEER N.Y. LICENSE NO. 073077</div>		REVISIONS	BATTERY PARK CITY RETAINING WALL REPAIR SECTION (SHEET 2 OF 2) CITY OF NEW YORK, BOROUGH OF MANHATTAN	
		<div><div>KSE</div><div>KS ENGINEERS, P.C.</div></div>	<div>Engineers • Surveyors • Construction Managers 65 Broadway, Suite 401, New York, N.Y. 10006 Phone: (212) 616-2657, Fax: (212) 616-3060</div>	
SCALE: AS SHOWN	DATE: 4/06/2016	PROJECT NO.: 1637-03	SHEET NO.: C-012	

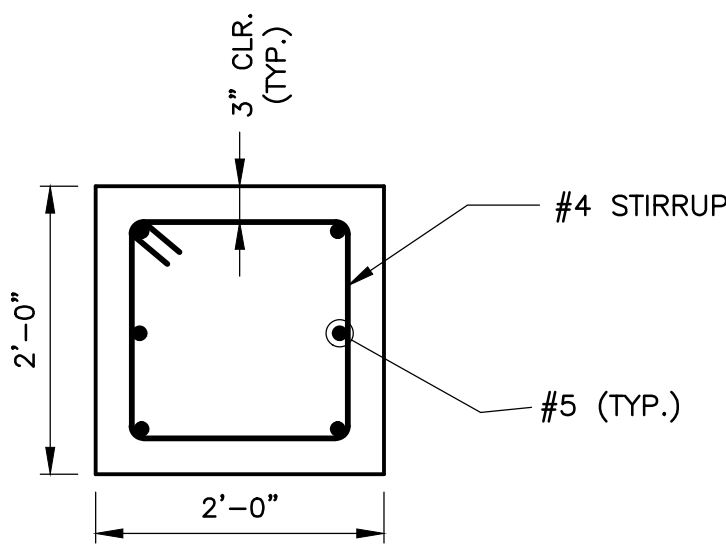
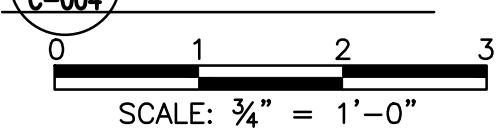
5/8" OR MATCH EXISTING DIAMETER(TYP.)



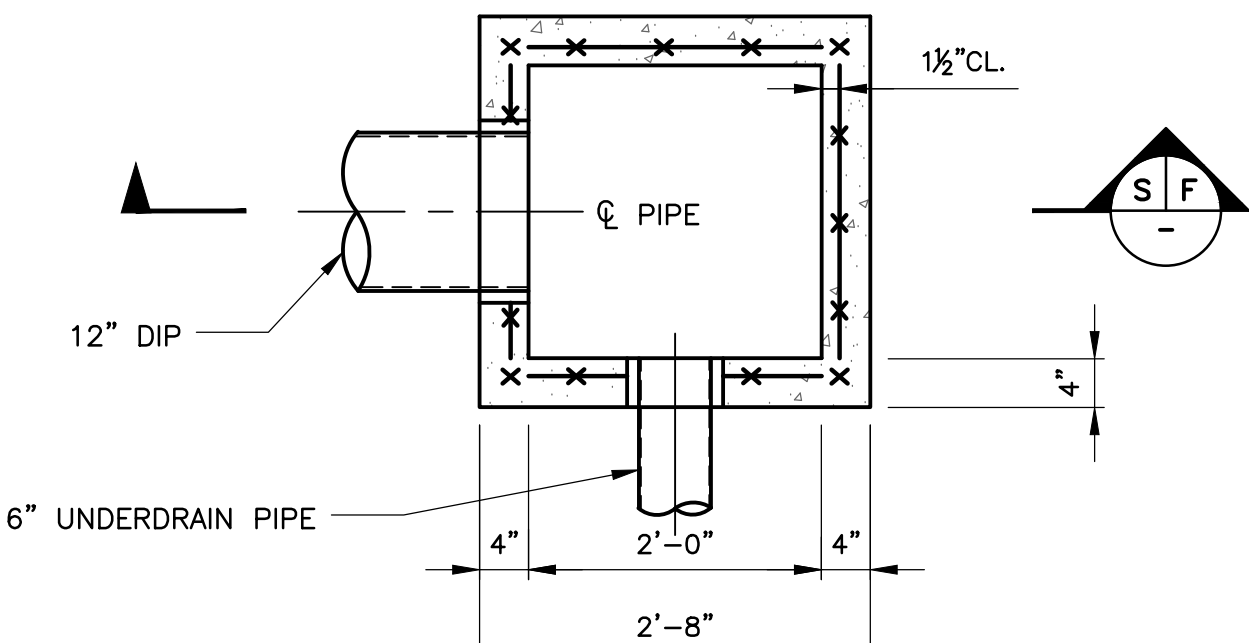
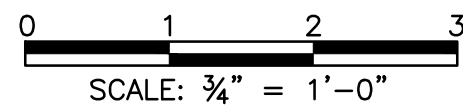
LAMPPOST BASE PLAN



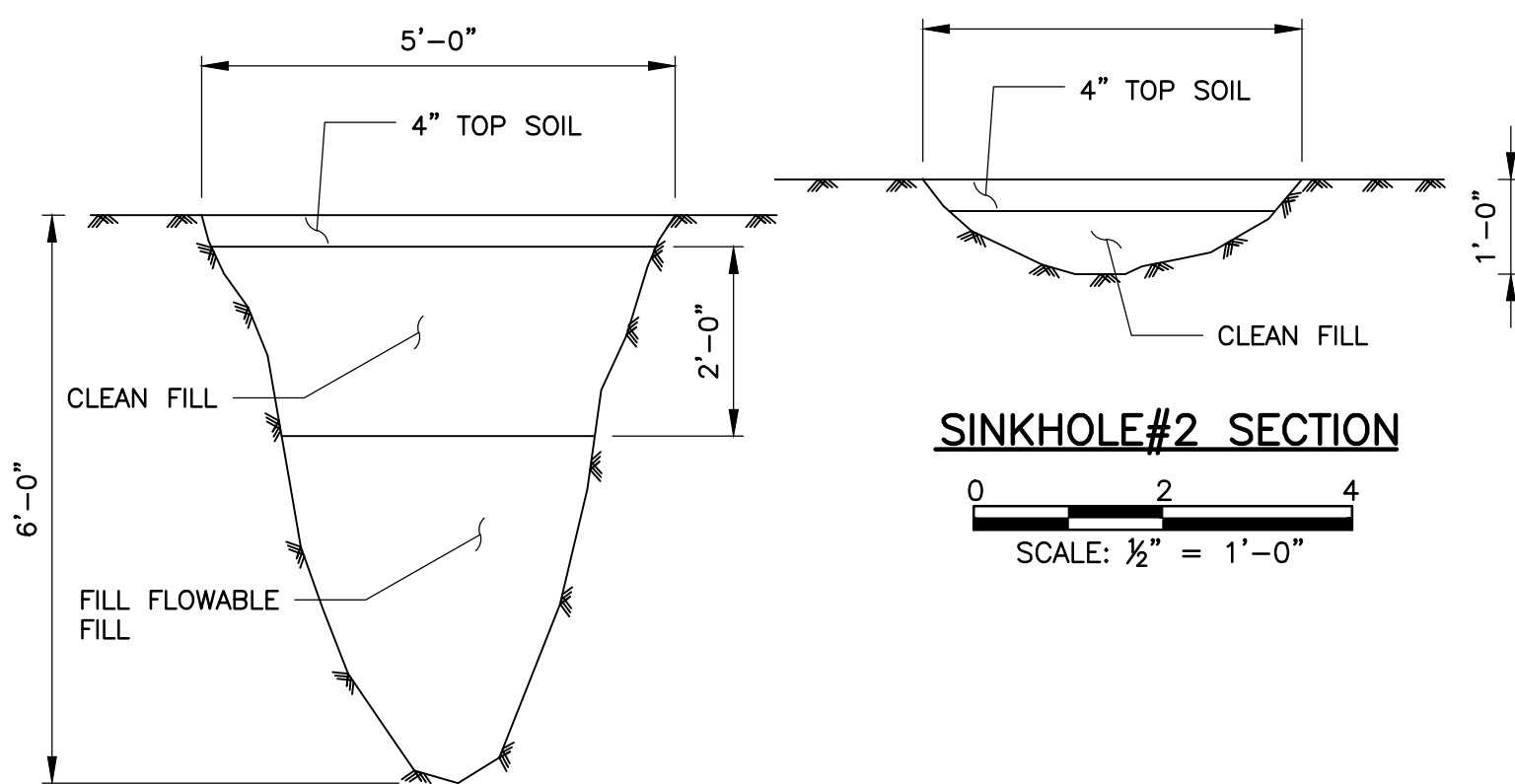
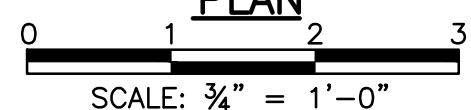
SECTION C-C



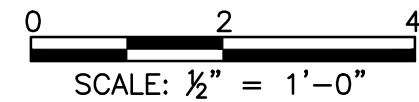
SECTION D-D



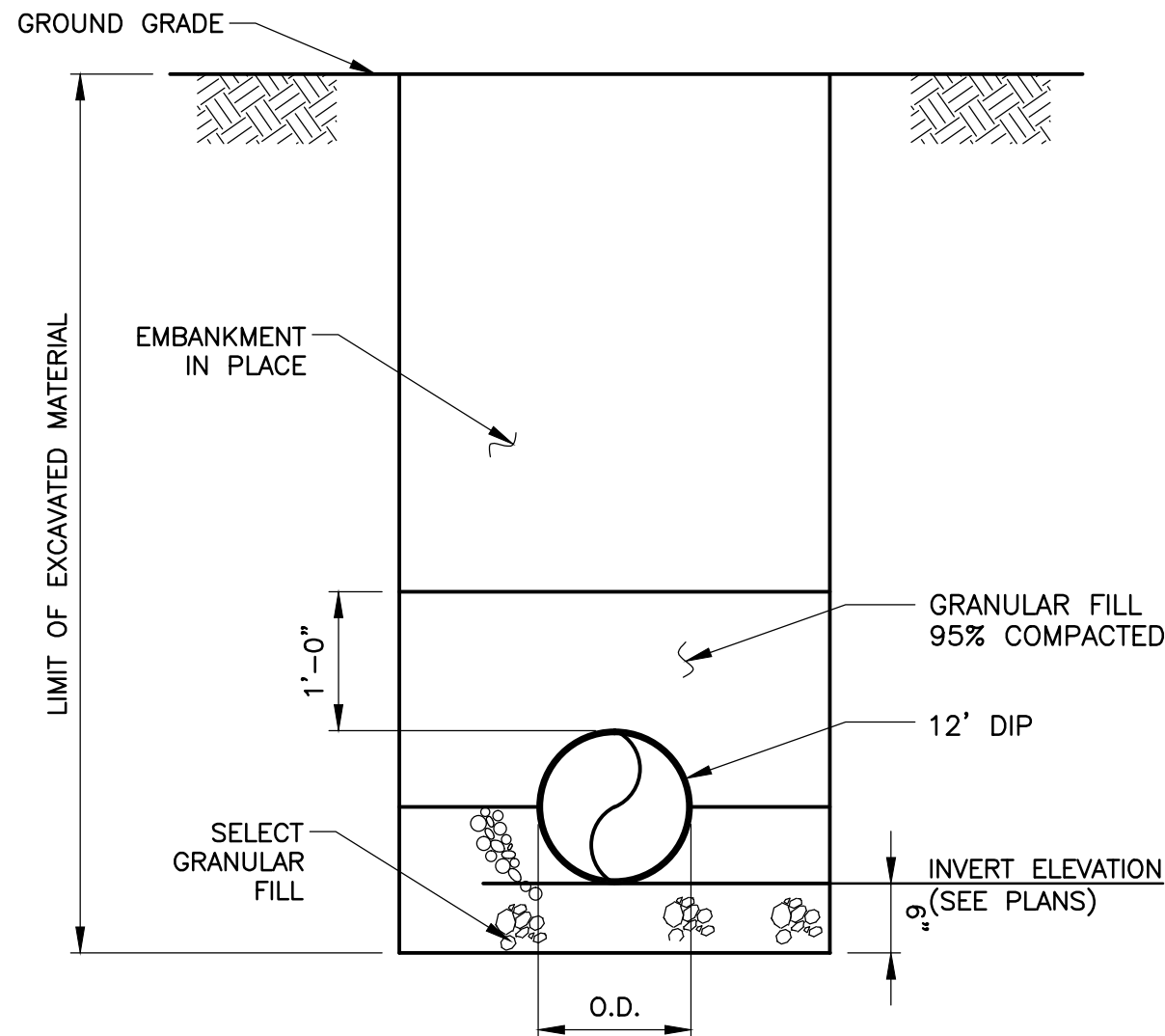
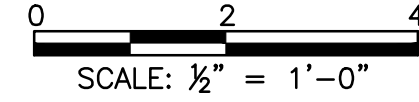
PRECAST E-INLET PLAN



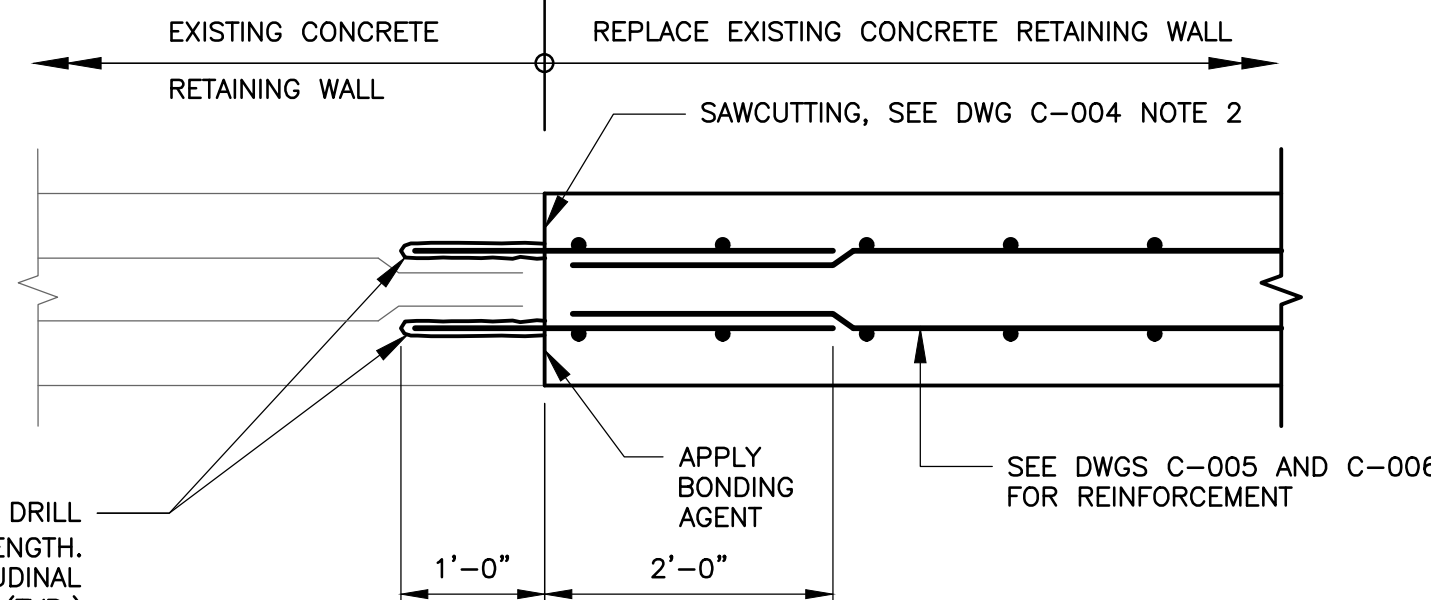
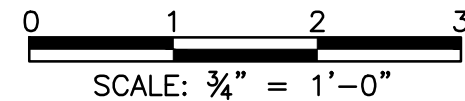
SINKHOLE#1 SECTION



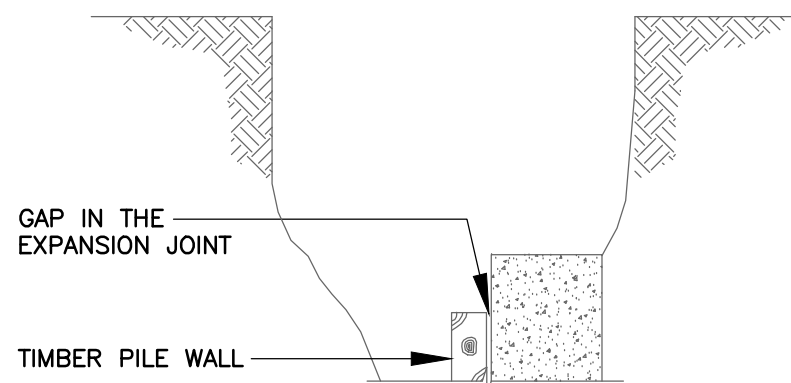
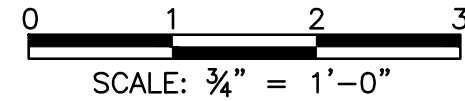
SINKHOLE#2 SECTION



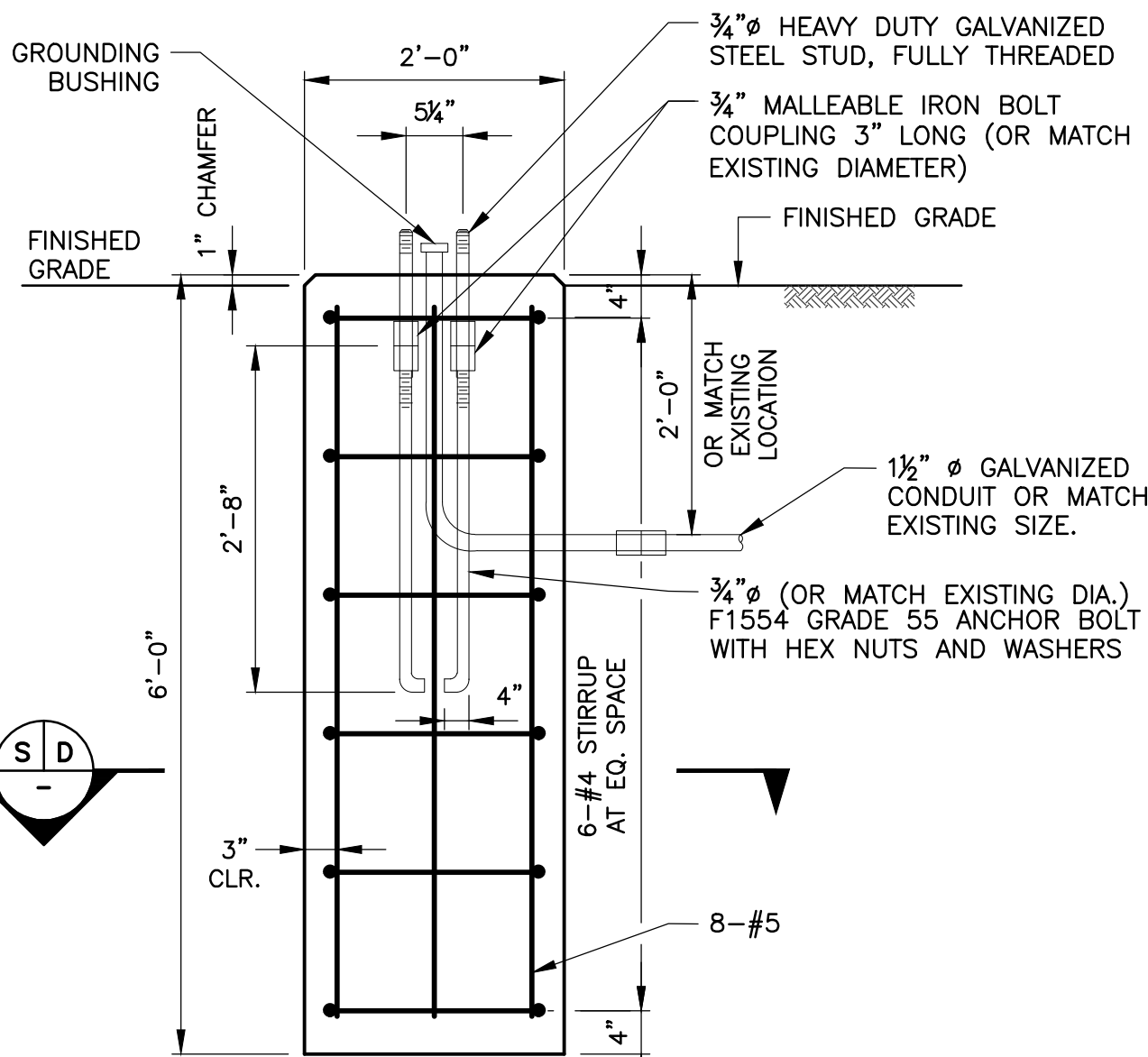
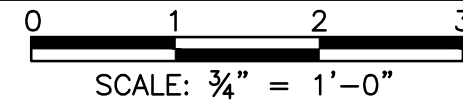
DRAINAGE PIPE INSTALLATION DETAILS



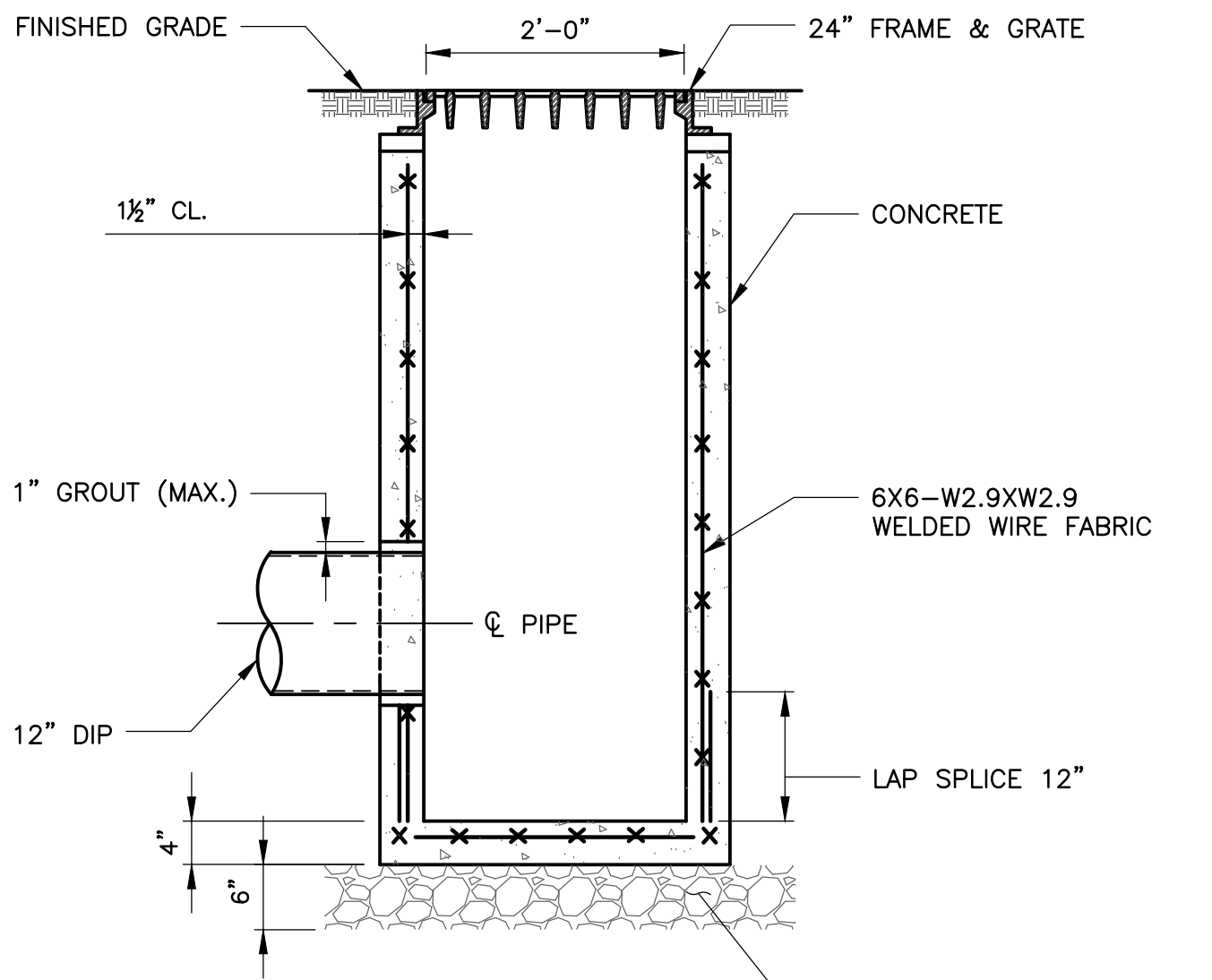
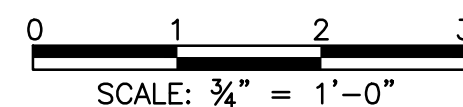
CONNECTING TO EXISTING CONCRETE DETAIL



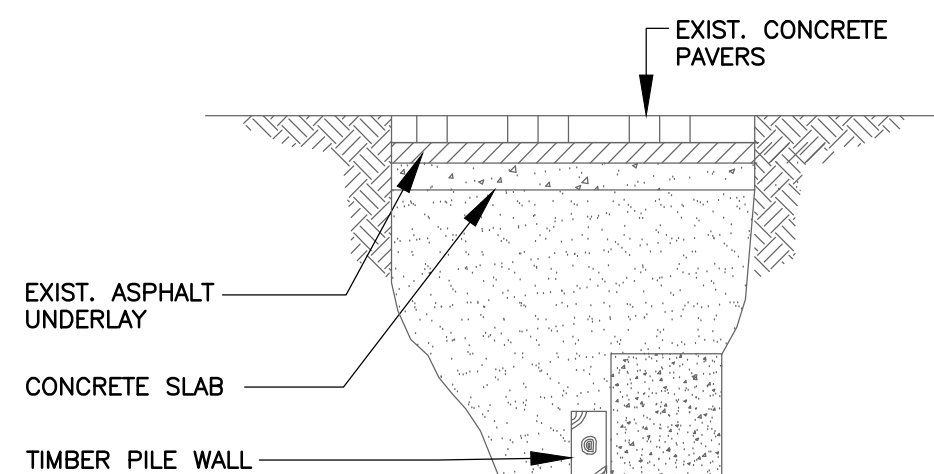
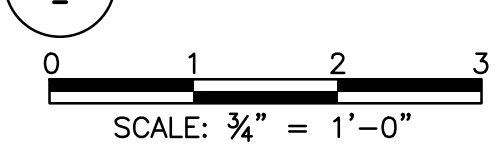
EXISTING SEAWALL EXPANSION JOINT



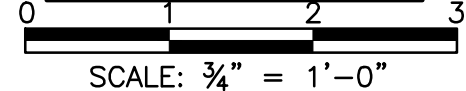
LAMPPOST FOUNDATION



SECTION S-F



SEAWALL HEADER

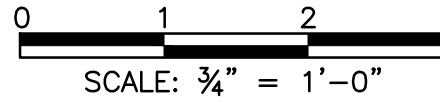


NOTE:
PRIOR TO BACKFILLING SINKHOLE
WITH FLOWABLE FILL THE SEAWALL
JOINTS SHOULD BE REPAIRED

SOLUTION AND REMEDIATION FOR SEAWALL

FOR SEAWALL JOINT REPAIRS

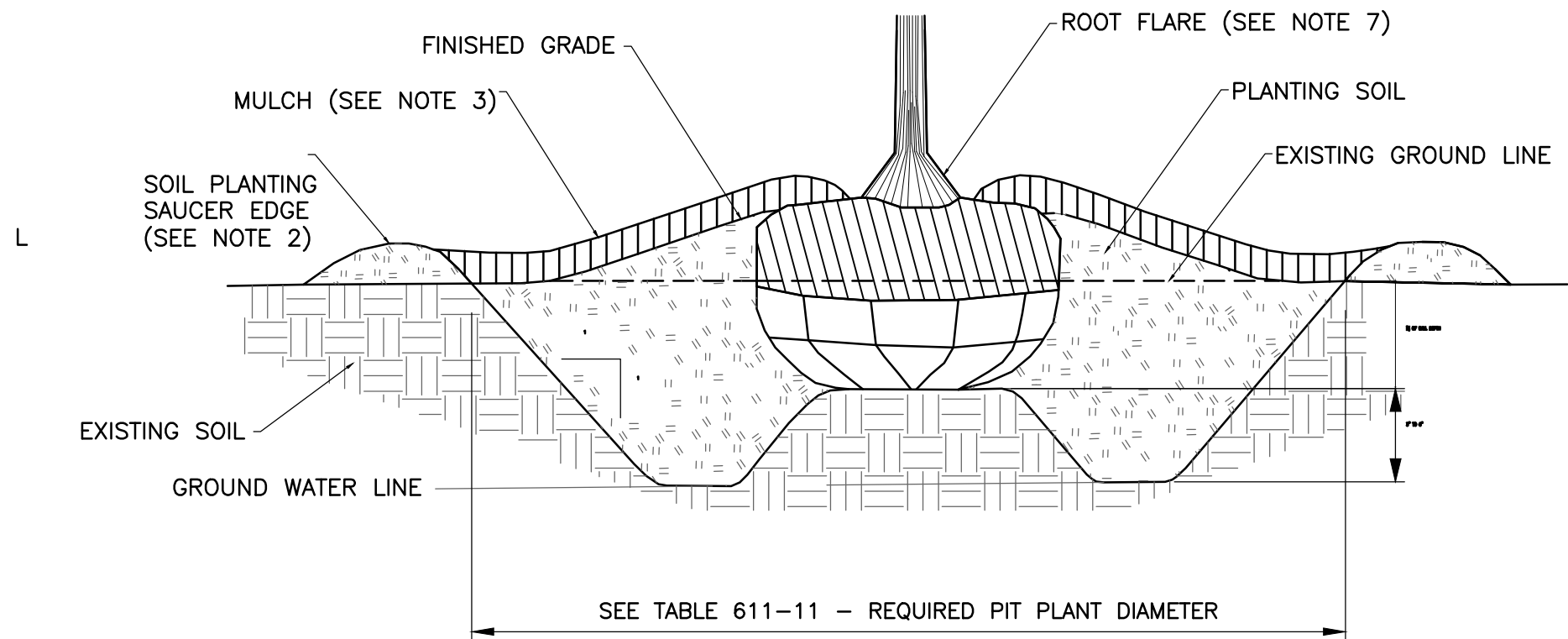
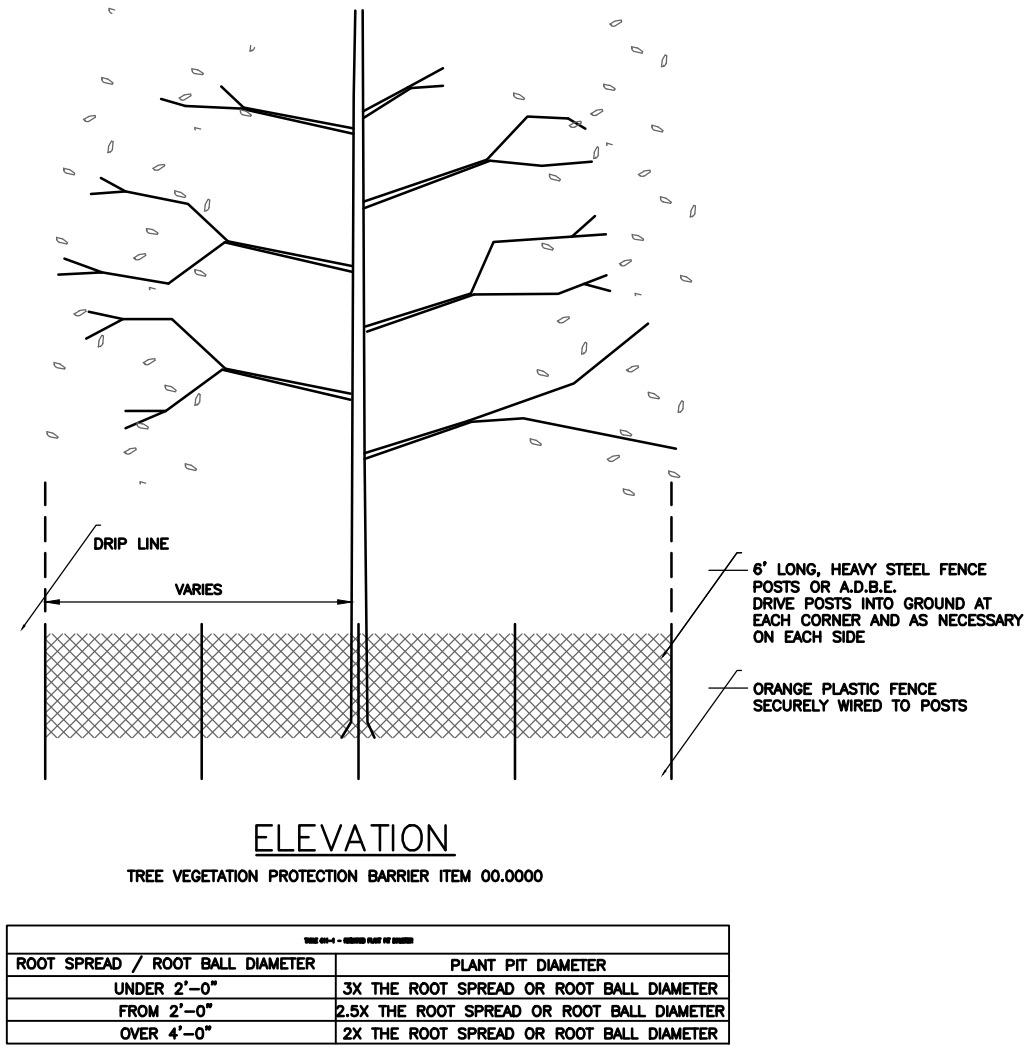
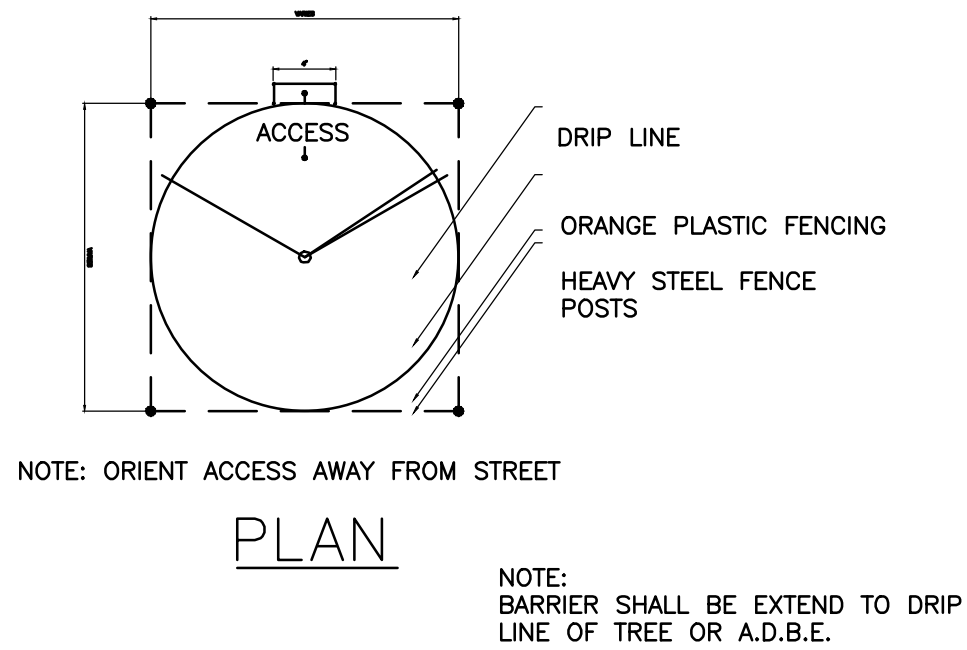
(IF NECESSARY AS ORDERED BY ENGINEER)



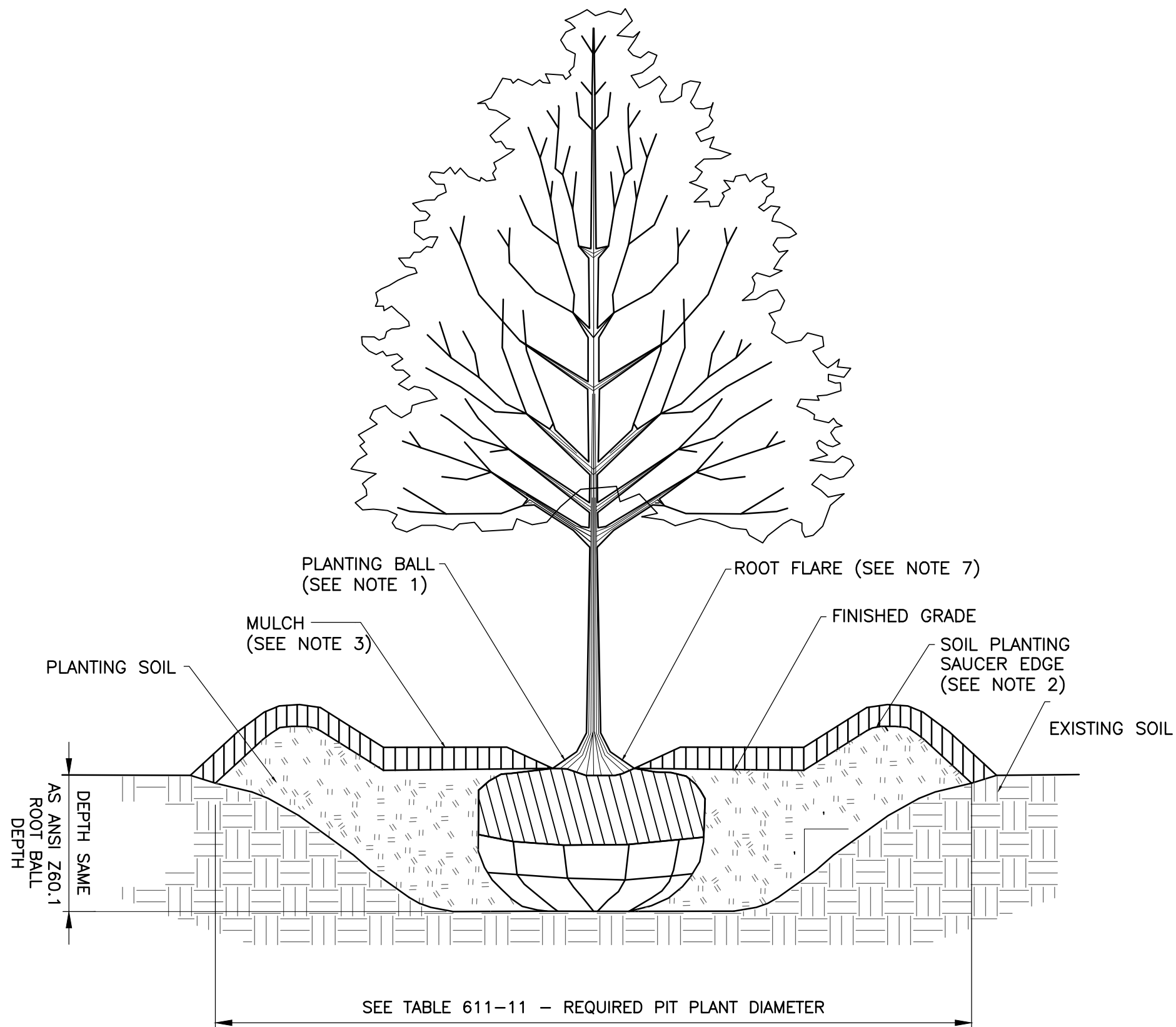
DESIGNED BY: LHS	DRAWN BY: VS	CHECKED BY: GFA	BATTERY PARK CITY AUTHORITY CONTRACT XX-XXXX	
			BATTERY PARK CITY RETAINING WALL REPAIR SECTIONS AND DETAILS	
			CITY OF NEW YORK, BOROUGH OF MANHATTAN	
			KSE KS ENGINEERS, P.C.	
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GEORGE ASSIS PROFESSIONAL ENGINEER N.Y. LICENSE NO. 073077		SCALE: AS SHOWN	DATE: 4/06/2016	PROJECT NO.: 1637-03
				SHEET NO.: C-013

LANDSCAPE NOTES

- ALL PLANTS SHALL BE HEALTHY, VIGOROUS, AND FREE OF PESTS AND DISEASE.
- PLANTS PITS SHALL BE 2-3 TIMES THE WIDTH OF THE ROOT BALL (SEE TABLE 611-11, THIS SHEET) AND DEEP ENOUGH FOR TOP OF ROOT FLARE TO PLANTED LEVEL WITH ADJACENT GRADE. REMOVE ALL EXISTING SOIL, LOOSEN SIDES OF PIT WITH PICK, AND BACKFILL WITH AMENDED EXISTING SOIL EXCAVATED FROM PLANT PIT AS FOLLOWS ONE (1) PART COMPOST-TYPE A (713-15), TO FIVE (5) PARTS EXISTING SOIL ENDO/ECTO MYCORRHIZAL FUNGAL TRANSPLANT INOCULANT SHALL BE THOROUGHLY MIXED WITH THE PLANTING SOIL AT THE RATE RECOMMENDED BY THE MANUFACTURER.
- PLANTING BALL - B&B MATERIAL, BURLAP AND WIRE BASKET OR OTHER CONTAINER SHALL BE REMOVED TO REVEAL THE ROOT FLARE.
- HEIGHT OF PLANTING SAUCER SHALL BE 3".
- SHREDDED HARDWOOD MULCH, TYPE A (713-05) SHALL BE A MAXIMUM OF 3" DEEP AND TAPERED TO LEAVE THE ROOT FLARE EXPOSED. WHEN PLANTING ON SLOPES, DOWNHILL SIDE MUST BE STABILIZED APPROPRIATELY.
- STAKE ALL TREES WITH AN ABOVE GROUND SUPPORT METHOD (713-08) PER DETAIL ON SHEET 14 MISCELLANEOUS DETAILS.
- ALL PLANTS AND WORKMANSHIP SHALL BE CARED FOR PER THE POST PLANTING CARE WITH REPLACEMENT SPECIFICATION, ITEM 611.190X0024.
- NO PLANTS EXISTING ON THE SITE SHALL BE REMOVED. EXCEPT FOR THOSE SPECIFICALLY IDENTIFIED ON THE DRAWINGS FOR REMOVAL. TREES AND VEGETATED AREAS WHICH ARE IN OR NEAR CONSTRUCTION AREAS SHALL BE PROTECTED WITH TEMPORARY PLASTIC BARRIER FENCING PLACED AROUND THE TREES TRUNK AT THE DRIP LINE OF THE TREES . WHERE FENCING MUST BE PLACED CLOSER THAN THE DRIP LINE. PLACE 4 INCHES OF WOOD CHIPS OVER ROOT ZONE TO EXTEND TO THE DRIP LINE. REMOVAL OF WOOD CHIPS. RESTORATION SHALL INCLUDE SCARIFYING EXISTING SOIL SURFACE AND APPLYING LAWN SEED MIX. RESTORATION WORK SHALL BE INCLUDED IN ITEM 610.1602 TURF ESTABLISHMENT - LAWNS.
- ALL LANDSCAPE INSTALLATIONS SHALL BE MAINTAINED ON A REGULAR BASIS. AND SHALL NOT BE ALLOWED TO TAKE ON AN UNSIGHTLY APPEARANCE (EXCEPT FOR NATURAL AREAS WHICH SHALL BE ALLOWED TO GROW NATURALLY WITH A MINIMUM OF MAINTENANCE).
- ALL DISTURBED AND UNDISTURBED AREAS SHALL RECEIVE 4" OF TOPSOIL-LAWNS SEED MIX, MULCH, AND WATER UNTIL A HEALTHY STAND OF GRASS IS OBTAINED. SEED SHALL BE DISPENSED AT A RATE OF 5 LBS. PER 1,000 SQUARE FEET WITH THE LAWN SEED MIX (713-04). MULCH NEWLY SEEDED LAWN WITH TYPE 1 WOOD FIBER MULCH (713-11) AND MULCH ANCHORAGE (713-12) AT MANUFACTURER'S RECOMMENDED RATE.
- THE CONTRACTOR IS RESPONSIBLE TO PLANT THE TOTAL QUANTITIES OF ALL PLANTS SHOWN ON THE LANDSCAPE PLAN. CHANGES TO THE SITE PLAN FROM THAT SHOWN ON THE PLANTING PLAN WHICH CAUSE DIFFERENT SITE AREAS AVAILABLE FOR PLANTING SHALL HAVE PLANTING ADJUSTED ON SITE A.D.B.E. THE QUANTITIES OF PLANTING SHOWN GRAPHICALLY ON THE PLAN SHALL GOVERN.
- PLANTING SEASONS: PER TABLE 611-11 OF SECTION 611.
- ALL TAGS, LABELS, ETC SHALL BE REMOVED FROM THE PLANTS.
- ALL TEMPORARY SEEDING, TURF ESTABLISHMENT - LAWNS AND PLANTING PIT/BEDS SHALL BE PROVIDED WITH WATERING VEGETATION, ITEM 610.19, IN ACCORDANCE WITH THE SPECIFICATION.

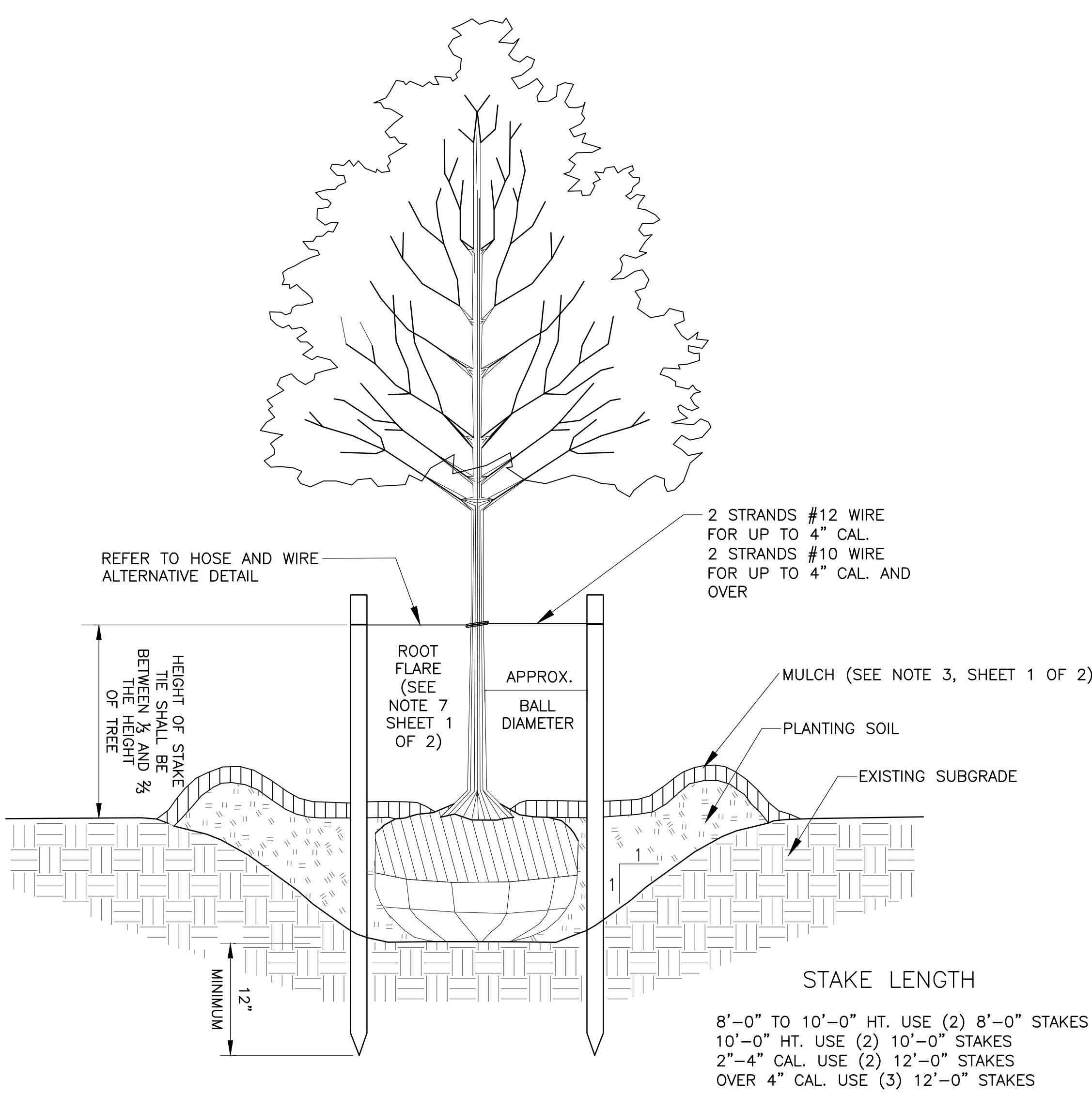


TREE PLANTING IN HEAVY - CLAY SOILS



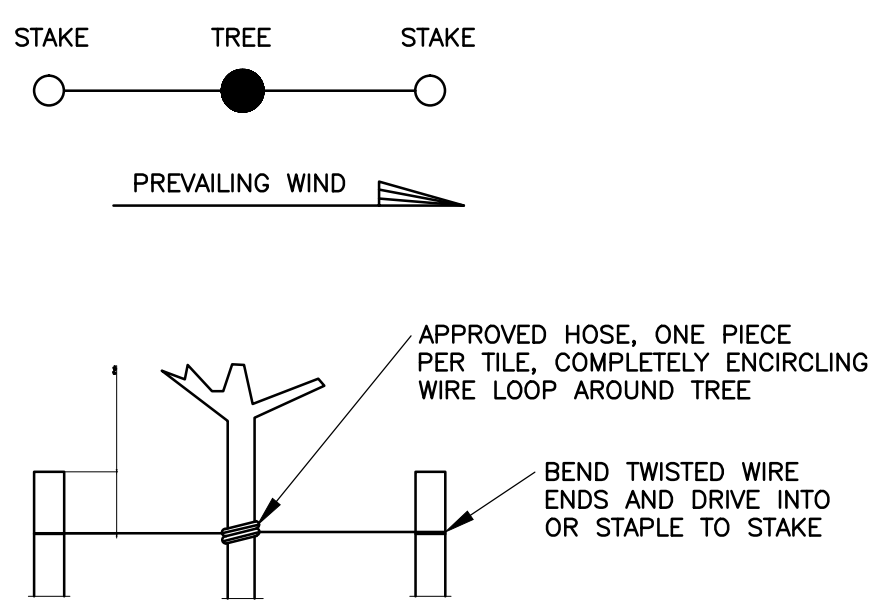
GENERAL TREE PLANTING

DESIGNED BY: LHS	DRAWN BY: VS	CHECKED BY: GFA	BATTERY PARK CITY AUTHORITY CONTRACT XX-XXXX	
<div>GEORGE ASSIS</div> <div>PROFESSIONAL ENGINEER N.Y. LICENSE NO. 073077</div>			BATTERY PARK CITY RETAINING WALL REPAIR MISCELLANEOUS PLANTING DETAILS - I CITY OF NEW YORK, BOROUGH OF MANHATTAN	
			<div>KSE</div> <div>KS ENGINEERS, P.C.</div>	
			Engineers • Surveyors • Construction Managers 65 Broadway, Suite 401, New York, N.Y. 10006 Phone: (212) 616-2657, Fax: (212) 616-3060	
			SCALE: AS SHOWN	DATE: 4/06/2016
			PROJECT NO.: 1637-03	SHEET NO.: C-014

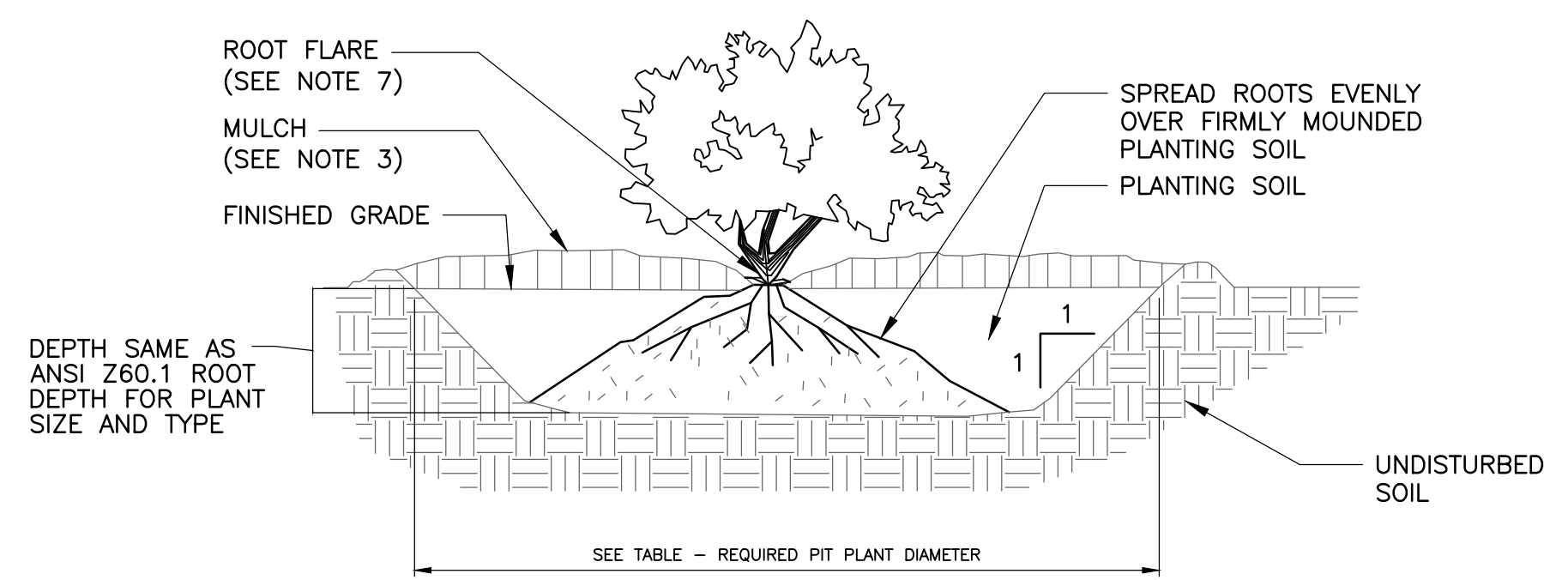


TEMPORARY TREE SUPPORT
DETAIL
(SEE NOTE 2 THIS SHEET)

- NOTES:
1. MATERIALS FOR PROTECTION OF PLANTS SHALL BE A COMMERCIAL AVAILABLE PRODUCT OR SYSTEM.
 2. THIS DETAIL SHOWS ONE ABOVE GROUND TREE SUPPORT METHOD, ANY OTHER METHOD MUST USE COMMERCIALY AVAILABLE PRODUCTS INSTALLED PER THE MANUFACTURER'S SPECIFICATIONS.



HOSE AND WIRE ALTERNATIVE



BARE ROOT SHRUB PLANTING

DESIGNED BY: LHS	DRAWN BY: VS	CHECKED BY: GFA	BATTERY PARK CITY AUTHORITY CONTRACT XX-XXXX	
<div>GEORGE ASSIS</div> <div>PROFESSIONAL ENGINEER N.Y. LICENSE NO. 073077</div>			BATTERY PARK CITY RETAINING WALL REPAIR MISCELLANEOUS PLANTING DETAILS – 2 CITY OF NEW YORK, BOROUGH OF MANHATTAN	
			<div><div>KSE</div><div>KS ENGINEERS, P.C.</div></div>	
			Engineers • Surveyors • Construction Managers 65 Broadway, Suite 401, New York, N.Y. 10006 Phone: (212) 616-2657, Fax: (212) 616-3060	
			SCALE: AS SHOWN	DATE: 4/06/2016
			PROJECT NO.: 1637-03	SHEET NO.: C-015
REVISIONS				

SECTION 02950STREET TREE PLANTINGPART 1 – GENERAL1.01 GENERAL

- A. Perform the work in accordance with the requirements of the Contract Documents and Special Conditions.
- B. Hazardous Materials – Provide materials that do not contain asbestos, PCB or other hazardous materials.
- C. Provide certification in accordance with the Special Conditions from the Contractor, manufacturers, and installers that materials provided for the Work comply with the above requirements.
- D. Coordinate work with that of other trades affecting or affected by work of this Section and cooperate to assure the steady progress of work.

1.02 SECTION SUMMARY

- A. Furnishing and installing all plantings of new street trees in continuous soil trenches as specified herein.
- B. Provide additional mulch, fertilizer, and soil amendment(s) if and as required.
- C. Staking and guying including necessary hardware and deadman as specified or shown.
- D. Pest and disease control.
- E. Maintenance under contract and guarantee.
- F. Testing of soil materials including off-site borrow soil, mulch, and amendment materials and manufactured soils for approved use in tree planting soil mix. Verification testing of on-site sub-soils as required.
- G. Percolation Test in tree pits.
- H. Furnishing material from approved off-site source(s) as a base component for tree planting soil mix and furnishing other soil amendment materials.
- I. Amending, preparing, and mixing planting soils for tree planting, throughout the life of the contract.
- J. Preparing sub-grade.

A. Site Salvaged Granite Cobble Paving

1.04 SUBMITTALS

1. Notice of intent to perform work shall be submitted to the Battery Park City Authority (BPCA)/Battery Park City Parks Corporation (BPCPC) representative at least 14 calendar days prior to installation of soil and planting.

- a. Confirm size and grade of materials to be planted.

3. Submit to BPCA/BPCPC a schedule itemizing landscape planting work to be performed. This schedule shall be submitted within 15 calendar days after Contract Notice to Proceed.

- a. Include in this schedule anticipated dates for commencement and sequencing of landscape planting work, including but not limited to selections and tagging, layouts and layout approval, placement of trees, and commencement of maintenance period.

- b. Schedule shall also include, and relate to, work being performed under separate contracts, as applicable.

- c. If planting is delayed more than 24 hours after delivery, set balled and burlapped plants on the ground in a “shade house”, erected by Contractor, with rootballs well protected with soil or other acceptable material. Protect balls and roots from freezing, sun, drying winds, and/or mechanical damage. Water as necessary until planted.

- B. Product Data: Submit technical descriptive data for each manufactured or packaged product of this Section. Include manufacturer's product testing and analysis and installation instructions for manufactured or processed items and materials.

- C. Locations: Submit locations of material sources. Submit location of mixing sites.

1. BPCA/BPCPC shall have the right to reject any soil supplier.

2. Soil Mix supplier shall have a minimum of five years experience in supplying custom planting soil mixes.

3. Submit supplier name, address, telephone and fax numbers and contract name.
 4. Submit certification that accepted supplier is able to provide sufficient quantities of materials and mixes for the entire project.
- D. Certificates:
1. Submit certified analysis for each treatment, amendment, and fertilizer material specified and as used. Include guaranteed analysis and weight for packaged material.
 2. Furnish certification that each tree is true to name and in conformance with these Specifications. In addition, furnish certificates of inspection as may be required by Federal, State or other authorities that plant material is free of disease or hazardous insects.
 3. Furnish certificates/cultivars by supplying nursery.
 4. The use of chemical insect control materials is strictly prohibited.
 5. Prior to job acceptance submit to BPCA/BPCPC written certifications for the following total quantities by weight as used on Project Site for Project materials:
 - a. Quantity of organic amendment.
 - b. Quantity of additional soil amendments.
 - c. Quantity of antidesiccant.
- E. Test Reports – Soil Analysis: The Contractor shall submit representative samples of all soil materials and organic material components which are intended to be used for planting soil mixes and final mixes, to a Soil and Plant Testing Laboratory acceptable to the Battery Park City Parks Conservancy. All reports shall be sent to the BPCA/BPCPC for approval. Samples of all soil materials to be brought to the site must be approved before delivery. Deficiencies in the soils shall be corrected organically (peatmoss is not acceptable) by the Contractor, as directed by the BPCA/BPCPC after review of the testing agency report. Testing reports shall include the following:
1. Date issued.
 2. Project Title and names of Contractor and material supplier.
 3. Testing laboratory name, address and telephone number, and name(s), as applicable, of each field and laboratory inspector.
 4. Date, place, and time of sampling or test, with record of temperature and weather conditions.
 5. Location of material source.
 6. Type(s) of test.
 7. Results of tests including identification of deviations from acceptable ranges.
 8. Particle size analysis to include sand sieve analysis shall be performed and compared to the USDA Soil Classification System per ASTM D422 (hydrometer test) or ASTM

- F1632 (pipette test). The silt and clay content shall be determined on soil passing the #270 sieve and shall be reported separately.
9. Percent of organic shall be determined by an Ash Burn Test or Walkley/Black Test, ASTM F1647.
 10. Saturated hydraulic conductivity per any of the test methods stated in ASTM F1815.
 11. Chemical analysis shall be undertaken for Nitrate, Ammonium, Nitrite, Phosphorous, Potassium, Calcium, Magnesium, Iron, Manganese, Zinc, Copper, Soluble Salts, Cation Exchange Capacity, and acidity (pH).
 12. Soil analysis tests shall show recommendations for soil additives, including organic and inorganic soil amendments, necessary to accomplish particular planting objectives noted.
 13. All tests shall be performed in accordance with the current standards of the Association of Official Agriculture Chemists.
 14. Certified reports on analysis from producers of composted organic materials are required, particularly when sources are changed. The analysis performed shall include pH, density, salinity, total organic nitrogen, C:N Ratio, Solvita Maturity Index, moisture, sodium, potassium, calcium, magnesium, and phosphorous.
 15. Soil Components and Soil Mix Sampling requirements: At middle height of wind row/pile, remove sample two feet into the pile. Place sample in clean container. Repeat gathering methods for five to ten times at equidistant spacing on both sides of the pile. Mix gathered samples with clean utensils. Remove approximately 500g of composite samples and place that final sample by overnight courier to the testing laboratory. Submit sample with completed testing laboratory submission form.
 16. Biological Tests for organisms in compost and mixes:
 - a. Contact the testing laboratory to review testing and sampling requirements before sending samples.
 - b. Sampling requirements: At middle height of wind row, remove sample two feet into the pile. Place sample in clean container. Repeat gathering methods for five to ten times at equidistant spacing on both sides of the compost pile. Mix gathered samples with clean utensils. Remove approximately 500g of composite samples and place that final sample by overnight courier to the testing laboratory. Submit sample with completed testing laboratory submission form.
 - c. Maintain clear and concise records for testing and sampling procedures.
 - d. Compost samples shall be testing for the following:
 - 1) Active bacterial biomass.
 - 2) Total bacterial biomass.
 - 3) Active fungal biomass.
 - 4) Total fungal biomass.
 - 5) Protozoa, to include flagellates, amoebae, and ciliates.
 - 6) Total nematode numbers.
 - 7) Hyphal diameter
 17. Testing Agencies: The following firms are acceptable testing agencies for the various components.

- a. Compost testing: Woods End Research Laboratory, PO Box 297, Mt. Vernon, ME 04352, phone 800-451-0337, fax 207-293-2488.
 - b. Soil physical and chemical analysis, all components and planting soil mixes: physical soil analysis including particle size analysis shall be determined by an A2LA Accredited Lab. Soil chemical analysis can be performed at University of Massachusetts West Experiment Station, Amherst, MA 01003, phone 413-545-2311, fax 413-545-1931.
 - c. Compost/Biological Testing: Soil Foodweb New York, 555 Hallock Avenue, Rte 25A, Suite #7, Port Jefferson Station, NY 11776, tel. 631-474-8848, fax 631-474-8847.
18. Although the report(s) may contain the laboratory's comments or recommendations regarding amendment requirements or procedures, the report shall not be interpreted to prescribe or dictate procedures or quantities of soil materials for the work of this Contract.
- F. All approved samples to be submitted to Battery Park City Parks Conservancy:
1. Leaf mold, each source, 5 lb. packaged.
 2. Sand, each source, 5 lb. packaged.
 3. Loam, each source, 5 lb. packaged.
 4. Base component material, each source, 5 lb. packaged.
 5. Yard Waste Compost, each source, 5 lb. packaged.
 6. Each mix type specified 5 lb. packaged.
- G. Statement(s) of Qualifications: Submit within 45 days of notice to proceed to confirm qualifications as specified in Article 1.05, herein.
- H. Equipment Data: Submit descriptive information with wheel load data for each proposed item of equipment to be used for execution of earthwork of this Contract. Equipment Data will be evaluated for conformance to site restriction of use.
- I. Schedule and Protection Plan: Submit a detailed plan for scheduling and sequencing of all contract work and for protection of soil mixes and other completed work including coordination with contractors requiring access through the site. Indicate with schedules and plans the utilization of finished work protection measures (wooden protection boards or other approved methods) over the work area of construction operations concurrent with all construction operations until substantial completion.
- J. Schedule for performing percolation tests.

1.05 QUALITY ASSURANCE

A. Qualifications:

1. Installation and maintenance foreman on the job shall be competent English-speaking supervisor(s) and an ISA certified arborist, experienced in landscape installation and maintenance and a permanent employee of the firm. Perform work with personnel totally familiar with planting soil preparation and planting installations under the supervision of a foreman experienced with landscape work.
2. Agricultural Chemist/Soil Scientist: Experienced person or persons employed by public or private soils testing laboratory, qualified and capable of performing tests, making soil recommendations, and issuing reports as specified. The Testing Laboratory shall be as approved by the Battery Park City Parks Conservancy.
3. It shall be the responsibility of the Contractor to see that the specifications are being adhered to. Failure of the BPCA/BPCPC to immediately reject unsatisfactory workmanship or to notify the Contractor of his/her deviation from the specifications shall not relieve the Contractor of his/her responsibility to repair and/or replace unsatisfactory work.

B. References:

1. Association of Official Agricultural Chemists.
2. American Society for Testing and Materials (ASTM) using test criteria as specified or required by other references.
3. Soil Science Society of America, Methods of Soil Analysis.
4. Tree and shrub transplanting manual, latest edition, International Society of Arboriculture.
5. American Standard for Nursery Stock, latest edition, American Association of Nurserymen, Inc.

C. Pre-Installation Conferences: Person(s) responsible for soil preparation and mixes of this Section shall attend Pre-Installation Conference(s) to coordinate with work of other sections.

D. Inspections and Testing

1. Soil, leaf mold, mulch and other material testing and soil mix testing required in this Section or additionally required by Battery Park City Parks Conservancy, shall be furnished and paid for by Contractor.
2. BPCA/BPCPC reserves the right to take and analyze at any time such additional samples of materials as deemed necessary for verification of conformance to specification requirements. Contractor shall furnish samples for this purpose upon request and shall perform testing as requested.

1.06 REGULATORY REQUIREMENTS

- A. Comply with all rules, regulations, laws and ordinances of local, state and federal authorities having jurisdiction. Provide labor, materials, equipment and services necessary to produce soil as per specification. Work shall comply with such requirements without additional cost to Owner.
- B. Procure and pay for permits and licenses required for work of this section.

1.07 PROJECT/SITE CONDITIONS

- A. The Contractor shall be responsible for pedestrian and vehicular safety and control within the work site. He/she shall provide the necessary warning devices and ground personnel needed to give safety, warning and protection to persons and vehicular traffic within the area.
- B. During site preparation, soil installation and protection, the Contractor shall be responsible for all damage to existing features above and below ground (benches, utility lines, irrigation pipes, lampposts, path surfaces, existing vegetation) incurred as a result of work operations. Repairs and/or replacements shall be made to the satisfaction of the BPCA/BPCPC.
- C. Investigate the conditions of public thoroughfares and roads as to availability, clearances, loads, limits, restrictions, and other limitations affecting transportation to, ingress and egress of this work site. Conform to all government regulations in regard to the transportation of materials to, from, and at the job site, and secure in advance such permits as may be necessary.
- D. Should the Contractor, in the course of Work, find any discrepancies between Contract Drawings and physical conditions or any omissions or errors in Drawings, or in layout as furnished by the Owner, it will be Contractor's duty to inform the BPCA/BPCPC immediately in writing for clarification. Work done after such discover, unless authorized by BPCA/BPCPC, shall be done at the Contractor's risk.
- E. Environmental Requirements for Soils:
 - 1. Perform both off-site mixing and on-site soil work only during suitable weather conditions. Do not work soil when frozen, excessively wet (maximum 18% moisture) or in otherwise unsatisfactory condition.
 - 2. Soil mixes shall not be handled, hauled or placed during rain or wet weather or when near or above the point where maximum compaction will occur (as defined by BPCA/BPCPC).
- F. Environmental Requirements for Soil: Sequencing and Scheduling: Adjust, relate together and otherwise coordinate work of this Section with work or Project and all other Sections of Project Specifications.
- G. Environmental Requirements and Planting Schedule: Plant only within the following dates, weather permitting. Do not plant when the ground is frozen, excessively wet, or the soil is otherwise in an unsatisfactory condition for planting:

1. The Spring season for all planting materials shall be that period from March 1 through May 15.
2. The Fall season is divided into two parts made necessary by the handling characteristics of two plant types. Contractor shall define all fall digging hazard plants and plant them in the spring planting season.
 - a) September 1 through October 15 shall be the fall planting season for evergreen materials.
 - b) October 15 through December 1 shall be the fall planting season for deciduous materials.

1.08 PRODUCT DELIVERY, STORAGE AND HANDLING

- A. Packaged Materials: Deliver packaged materials to the location where soils are to be mixed, in unopened bags or containers, each clearly bearing the name, guarantee, and trademark of the producer, material composition, manufacturers' certified analysis, and the weight of the material. Retain packages for BPCA/BPCPC.
- B. Soil or amendment materials stored on site temporarily in stockpiles prior to placement shall be protected from intrusion of contaminants and erosion. All temporary storage means and methods shall be approved by BPCA/BPCPC.
- C. Store and handle packaged materials in strict compliance with manufacturer's instructions and recommendations. Protect all materials from weather, damage, injury and theft.
- D. In addition, the following provision is established: Material should not be handled or hauled, placed or compacted when it is wet as after a heavy rainfall or is frozen. Soil should be handled only when the moisture content is less than the point where maximum compaction will occur (as defined by BPCA/BPCPC).
- E. After mixing, soil materials shall be covered with a tarpaulin until time of actual use and protected from contamination or erosion.
- F. Inspection
 1. Plants shall be subject to inspection and approval by BPCPC representative at the place of growth and again upon delivery and prior to planting for conformity to specification requirements as to quality, size and variety. Approval at the place of growth shall not impair the right of rejection due to damage suffered in handling, transportation and/or planting. Rejected plants shall be removed immediately from the site. Inspection outside the State of New York shall be made at the expense of the Contractor. A Contractor's representative shall be present at all inspections.

Written requests for inspection of plant material at their place of growth shall be submitted to the BPCPC representative at least 14 days prior to digging. The BPCPC representative may refuse inspection if in his/her judgment a sufficient quantity of plants is not available for inspection. The Contractor shall, at his expense, supply the BPCPC

representative with such labor and assistance as may be necessary in the handling of material for proper inspection.

2. Tagging of trees shall be as follows: for every 10 trees planted, 11 trees will be tagged assuring appropriate replacement for (a) trees damaged prior to transplanting and (b) trees requiring replacement under terms of the one-year guarantee.

G. Plant Material, Conditions of Moving and Delivery:

1. The use of an antidesiccant shall not be allowed except by written approval and consent by BPCA/BPCPC.
 - a. If approved, spray deciduous plants with an antidesiccant, immediately before moving plant material from its source, applying an adequate film over trunks, branches, twigs, and foliage.
 - b. Approval shall be required for any subsequent instance of use.
2. Dig and handle plants with care to prevent injury to trunks, branches and roots.
3. Do not prune prior to delivery. Do not bend or bind-tie trees in such manner as to damage bark, break branches or destroy natural shape. Pack and ship to ensure arrival at site in good condition. Provide protective covering during delivery. No plants will be accepted if the rootball is cracked or broken, or trunks scarred, or branches broken.
4. Trees:
 - a. Deliver after preparations of planting areas have been completed and approved and place plants immediately.
 - b. If planting is delayed more than 24 hours after delivery, set balled and burlapped plants on the ground in a "shade house", erected by Contractor, with rootballs well protected with soil, wet peat, or other acceptable material. Protect balls and roots from freezing, sun, drying winds, and/or mechanical damage. Water as necessary until planted.

1.09 GUARANTEE PERIOD AND REPLACEMENTS

- A. The guarantee period for trees shall begin at the date of final acceptance.
- B. All plant material shall be guaranteed by the Contractor for a period of one year from the date of final acceptance to be in good, healthy and flourishing condition.
- C. When work is accepted in parts, the guarantee periods extend from each of the partial acceptance to the terminal date of the last guarantee period. Thus, all guarantee periods terminate at one time.
- D. The Contractor shall replace, without cost, and as soon as weather conditions permit, and within a specified planting period all plants determined dead and/or dying by a BPCPC representative during and at the end of the guarantee period.

1. Plants shall be replaced that are not free of dead or dying branches and bearing foliage of normal density, size and color.
 2. Trees having lost their central leader or exhibiting crown dieback at the end of the one-year guarantee shall be replaced.
 3. Replacements shall match adjacent specimens of the same species. Replacements shall be subject to all requirements stated in this specification. Labor and all materials needed for installation of replacements are included in the guarantee.
- E. The guarantee of all replacement plants shall extend for an additional period of one year from the date of their acceptance after replacement.
- F. The Contractor shall make periodic inspections, at no extra cost, during the guarantee period to determine what changes, if any, should be made in the maintenance program. Any recommended changes shall be submitted in writing to the BPCA/BPCPC representative.

PART 2 - PRODUCTS

2.01 PLANT MATERIAL

A. General Requirements

1. The Contractor shall furnish and plant all plants as specified and in quantities listed.
2. All plants shall be nursery grown.
3. Plants shall be true to species and cultivar specified. Certification of cultivars by supplying nursery must be supplied in writing to BPCPC representative.
4. Plants shall be in accordance with the American Nurserymen Association Standards in all ways, unless otherwise specified in writing by BPCPC representative.
5. All plants shall be of specimen quality, symmetrical, so trained or favored in development and appearance as to be unquestionably and outstandingly superior in forms and compactness. They shall indicate vigorous growth, be well branched and densely foliated when in leaf, free of disease, insects, eggs, larvae and shall have well developed root systems.
6. Trees with multiple leaders will not be accepted. Trees with a damaged or crooked leader, bark or abrasions, sun-scald, disfiguring knots, insect damage will not be accepted.
7. The depth of planting must be checked for all trees being tagged at the nursery. If the trunk flare is not visible, the trunk flare (the intersection of the trunk and the buttress roots) must be located. Any tree with significant adventitious root growth or evidence of girdling roots shall be subject to rejection by the BPCPC on a case by case basis. Any soil above the root/trunk flare shall be removed prior to digging (see root ball preparation detail drawing). After the removal of any excess soil above the root/trunk flare, the tree

shall be hand dug and drum laced. Machine digging must receive preapproval of BPCPC. The rootball size shall be determined from the elevation of the root/trunk flare in accordance with American Standard for Nursery Stock for the caliper size of the tree.

8. Size: Trees shall be a minimum of 4 ½" to 5" caliper. Caliper measurement shall be taken on the trunk 6" above the natural ground line. Height and spread dimensions refer to the main body of the plant and not from branch tip to tip. If a range of size is given, no plant shall be less than the minimum size and not less than 50% of the plants shall be as large as the maximum size specified. Plants that meet measurements but do not possess a normal balance between height and spread shall be rejected.

Plants larger than specified may be used only if approved by BPCPC representative. Use of such plants shall not increase the contract price. If larger plants are approved, the root ball shall be increased in proportion to the size of the plant, in accordance with the American Standard for Nursery Stock.

9. Substitution shall not be permitted without preapproval of BPCPC.

2.02 SOIL MIX MATERIALS

A. General

1. All soil mix material shall fulfill the requirements for new soil mixes as specified.
2. Samples of individual components of soil mixes and also blended soil mixes shall be submitted by the Contractor for testing and analysis to the approved testing laboratory. Include verification testing of on-site sub soils. Comply with specific materials requirements specified.
 - a. No base component or soil components for soil mixes shall be used until certified test reports by an approved agricultural chemist have been received and approved by the BPCA/BPCPC.
 - b. As necessary, make any and all soil mix amendments and resubmit tests reports indicating amendments until approved.
3. The BPCA/BPCPC may request additional testing by Contractor for confirmation of mix quality and/or soil mix amendments at any time until completion.

B. Base Component Material

1. Base Component Material shall be a sand that meets the requirements outlined below mixed by volume with loam material that meets the requirements outlined below. Base component materials shall not be site salvaged and must be off-site borrow material.
2. Test Base Component Materials, both individual components and mixed materials, for compliance with material specifications. These test criteria and results, when approved, shall establish the standard to which all subsequent Base Component Material tests must conform.
3. Prior to mixing Base Component Material with organic matter (leaf mold or yard waste compost), have one (1) composite sample tested from each 50 c.y. of material intended for use in soil mixes of planting work.
4. Sand for Base Component Material shall meet the following requirements:

a. Texture:

<u>Sand Fraction</u>	<u>Size (mm)</u>	<u>Sieve Size</u>	<u>% Passing</u>
Gravel	> 2.0	#10	95 – 100%
Very coarse sand	1.0 – 2.0	#18	90 – 100%
Coarse sand	0.5 – 1.0	#35	65 – 75%
Medium sand	0.25 – 0.5	#60	15 – 20%
Fine sand	0.1 – 0.25	#140	0 – 4%
Very fine sand	0.05 – 0.1	#270	0 – 2%

b. Chemical Analysis:

- 1) Soil reaction (pH) - $5.0 - 6.5 \pm 0.5$
- 2) Soluble salt content (Conductivity) - $< 1.5 \text{ dSm}^{-1}$
- c. Material shall have a saturated hydraulic conductivity rate of no less than 30 inches per hour, per ASTM 1815.
5. Loam for Base Component Material shall meet the following requirements:
 - a. Soil Texture per ASTM D422 or ASTM F1632, as determined on material passing a 2 mm screen:

<u>Main Fractions</u>	<u>Size (mm)</u>	<u>Percent</u>
Sand	0.05-2.0	83 - 87
Silt	0.002-0.05	7 - 10
Clay	<0.002	4 - 8

In addition, maximum size shall be ½", the total gravel (> 2 mm) shall be less than 10% of the total material, and the sand passing the 2 mm screen shall have the following particle size distribution:

<u>Sand Fraction</u>	<u>Size (mm)</u>	<u>Sieve Size</u>	<u>% Passing</u>
Very coarse	1.0 – 2.0	#18	87-90
Coarse	0.5 – 1.0	#35	65-71
Medium	0.25 – 0.5	#60	34-42
Fine	0.10 – 0.25	#140	17-23
Very fine	0.05 – 0.10	#270	14-18

b. Chemical Analysis:

- 1) Organic matter content (%) oven dry weight of soil shall be within the range of 4 to 10%.
 - 2) Soil reaction (pH) - 6.0 ± 0.5
 - 3) Soluble salt content (Conductivity) - $< 1.5 \text{ dSm}^{-1}$
6. Before base sand-loam mix (base component) is used for mixing with organic amendments, handle and pile the mix in the following manner:
- a. Mix the base sand with base loam in a ratio of 3 parts sand to 1 part loam. Adjustments to the ratio may have to be made to meet the specifications for the base component. Homogenize to make a uniform mix, free of subsoil lenses and other irregularities.
 - b. Aerate the base component to make a friable planting medium.
 - c. Screen out all clay lumps, stones, roots, and other debris.
7. Material Requirements, Base Component Mix: The final mix of sand and loam materials shall substantially conform to the following:
- a. Soil Texture per ASTM D422 or ASTM F1632, as determined on material passing a 2 mm screen:

<u>Main Fractions</u>	<u>Size (mm)</u>	<u>Percent</u>
Sand	0.05-2.0	95.0
Silt	0.002-0.05	3.0
Clay	<0.002	<u>2.0</u>

In addition, maximum size shall be ½", the total gravel (> 2 mm) shall be less than 5% of the total material, and the sand passing the 2 mm screen shall have the following particle size distribution:

<u>Sand Fraction</u>	<u>Size (mm)</u>	<u>Sieve Size</u>	<u>% Passing</u>
Very coarse sand	1.00	#18	92-95
Coarse sand	0.50	#35	67-73
Medium sand	0.25	#60	20-26
Fine sand	0.10	#140	5-9
Very fine sand	0.05	#270	5

b. Chemical Analysis:

- 1) Organic matter content (%) oven dry weight of soil: 1- 4%
- 2) Soil reaction (pH): 6 - 7
- 3) Soluble salt content (Conductivity) - < 1.5 dSm⁻¹

c. Saturated hydraulic conductivity of no less than 15 inches per hour per ASTM 1815.

C. Organic Matter: Organic matter for amending planting media shall be a stable, material produced from the aerobic decomposition and curing of yard wastes. The compost shall meet the following criteria

- 1) Organic matter content of no less than 40% as determined by ASTM 2974
- 2) Moisture content of 35 to 70% as determined by ASTM D2974.
- 3) Carbon to nitrogen ratio of 15:1 to 30:1
- 4) Soluble salts not exceeding 4 dSm⁻¹
- 5) Solvita Maturity Index 6 to 8
- 6) 95 – 100% passing a 3/8" screen
- 7) pH 6 to 7.5
- 8) Biological Organisms: The compost shall have the following levels of organisms (direct microscopy). Refer to Article 1.04 E.15 for testing and sampling requirements.
 - 15 to 25 or more µg active bacteria /g dry weight (dw) compost
 - 100 µg (fungal compost) to 300 or more µg (bacterial compost) total bacteria /g dw compost
 - 15 to 25 µg or more active fungi /g dw compost
 - 100 to 300 µg total fungal biomass /g dw compost
 - 10,000 or more flagellates
 - 10,000 or more amoebae
 - 50 - 100 ciliates.
 - 20 – 30 Total nematodes (No root feeding nematodes)

D. Nutrient Analysis:

1. Ammonium(NH₄) and Nitrate (NO₃): below 100 ppm
2. Phosphorous: 10 to 35 ppm
3. Potassium: between 3 to 5% base saturation preferred (3 to 10% accepted)
4. Calcium (Ca), Magnesium (Mg): ratio of 7 part Ca to 1 part Mg
5. Iron (Fe) 1 to 4 ppm
6. Manganese (Mn) 3 to 20 ppm
7. Zinc (Zn) 0.1 to 70 ppm
8. Copper (Cu) 0.3 to 8 ppm

2.03 SOIL AMENDMENT MATERIAL

A. Ground Limestone: Ground Limestone as a soil amendment material will only be used pending results of analysis.

1. Provide a Ground Agricultural Limestone with a minimum of 88% of calcium and magnesium carbonates.
2. Ground Limestone material shall have a total 100% passing the 10 mesh sieve, minimum of 90% passing the 20 mesh sieve and a minimum of 60% passing the 100 mesh sieve.

B. Solite Lightweight Aggregate: Provide an expanded shale as supplied by Northeast Solite Corporation, or approved equal in accordance with the following:

1. Aggregate size shall be 3/4" to - #4 size and, shall conform to the following sieve analysis:

<u>Sieve Size</u>	<u>% Passing</u>
1"	100
3/4"	96.9
1/2"	52.7
3/8"	25.8
#4	2.6

- a. Dry loose weight: 50.8 lbs./cu.ft.
- b. Dry rotted weight: 50.5 lbs./cu.ft
- c. Specific Gravity: SSD+1. 51
2. Sulfur: Granular, biodegradable with a minimum 99 percent passing through No. 6 sieve and a maximum 10 percent passing through No. 40 sieve.
3. Agricultural Gypsum: Finely ground, containing a minimum of 90 percent calcium sulfate.
4. Sand: Clean, washed, natural or manufactured, free of toxic materials, of a size as specified.

2.04 PLANTING SOIL MIXES

- A. Adequate quantities of mixed planting soil materials shall be provided to attain, after compaction and natural settlement, all design finish grades.
- B. Uniformly mix ingredients using a mechanical soil blender designed for such purpose as specified for each Mix Type (Base Component Material, compost, and other ingredients deemed to be necessary as a result of testing). Wind rowing/tilling on an approved hard surface area may also be used as an alternative. Organic matter shall be maintained moist, not wet during mixing.
 - 1. Mixing of Amendments: Add organic amendment in proportions as specified and as confirmed by testing. Other amendments shall not be added unless approved to extent and quantity by Battery Park City Parks Conservancy and additional tests have been conducted to verify type and quantity of amendment is acceptable.
- C. Testing of Plant Mixes:
 - 1. Perform initial tests to confirm compliance with base material and mix specifications. These test results, when approved, will establish the standard to which all other test results must conform.
 - 2. Follow-up Testing: Have one (1) composite sample delivery and upon arrival to the site from each 500 c.y. or as required by BPCA/BPCPC for use in each type plant mix to include the following:
 - a. Particle size analysis: Use sieve sizes as specified for Base Component Material.
 - b. Organic matter content as per mix specified.
 - c. Nutrient Analysis:
 - 1) Have nutrient levels (pH, ammonium nitrogen, nitrate nitrogen, nitrite nitrogen, phosphorus, potassium, magnesium, calcium, magnesium, zinc, iron, copper, and manganese) tested, and request testing laboratory recommendations for additional fertilizer requirements at all plant areas if nutrient levels are below average. Soluble salts shall also be tested.
 - 2) Contractor shall not use amendments to correct nutrient deficiencies.
 - d. Biological Organisms: The mixes shall have the following levels of organisms (direct microscopy). Refer to Article 1.04 E.15 for testing and sampling requirements. Mix shall have microbiological populations as listed below. Acceptance or rejection of mixes based on these test values will be determined by Battery Park City Parks Conservancy.

Plant Material	Active Bacterial Biomass	Total Bacterial Biomass	Active Fungal Biomass	Total Fungal Biomass	Hyphal Diameter (ug/g)	Protozoa Numbers/g			Total Beneficial Nematode Numbers (#/g)
	(ug/g)	(ug/g)	(ug/g)	(ug/g)		Flagellates	Amoebae	Ciliates	
Deciduous Trees	15-25	100-300	15-25	100-300	3.0	10,000	10,000	50-100	20-30

- D. Soil Mix Types: Provide the following planting soil mix types at the locations indicated on plan. Percentages of components, unless otherwise noted, will be established upon completion of individual test results for components of the various mixes. The controlling factor will be the percent (%) organic matter as specified for each mix. Note that percent (%) by volume of components will be, in large part, determined by the compost. Specifically the bulk density of the compost will directly impact the organic matter readings that have been specified for each mix.

1. Soil A:

- a. Organic Component shall be mixed with the Base Component (sand-loam) mix at a rate necessary to provide an organic matter content of 5-6% by weight, as determined by ASTM F1647. pH shall be 6.5 to 7.0

2. Planting Soil Mix S1:

- a. Soil A: 60%
- b. Solite Lightweight Aggregate: 40%.
- c. Other amendments as required by test results and as approved.

3. Soil B:

- a. Organic Component shall be mixed with the Base Component (sand-loam) mix at a rate necessary to provide an organic matter content of 10-12% by weight, as determined by ASTM F1647. pH shall be 6.5 to 7.0

4. Planting Soil Mix S2:

- a. Soil B: 60%.
- b. Solite Lightweight Aggregate: 40%.
- c. Other amendments as required by test results and as approved

E. Stockpiling

1. General: Stockpiling on-site, off-site, and at source should be restricted to no more than the needs of what can be used in a 24-hr. period. Under no circumstances shall on-site or off-site stored material exceed 500 c. y. Stockpiles should be no more than 6 feet in height to prevent anaerobic conditions within the pile(s). Composts should be turned

weekly BPCA/BPCPC to prevent anaerobic conditions within the piles. Stockpiles shall be sheltered from weather to prevent excessive water absorption and blowing by winds.

2.05 MULCH

- A. Mulch: Provide type specified by Battery Park City Parks Conservancy.

2.06 STAKES AND GUYS

- A. General: Stakes and guys shall only be required if directed by BPCPC to prevent wind overturn of proposed trees.
- B. Upright and Guy Stakes: Rough-sawn, sound, new hardwood, redwood, or pressure-preservative-treated softwood, free of knots, holes, cross grain, and other defects, 2 by 2 inches (50 by 50 mm) by length indicated, pointed at one end, 4 per tree.
- C. Guying Material: Flat woven polypropylene material ¾" wide, 900 lb. break strength, white in color as provided by Deep Root Partners, L.P., 345 Lorton Avenue #103, Burlingame, CA (800-458-7668) or approved equivalent.
- D. Ground Anchor: Duckbill Cable Anchor System or approved equal. Provide Model 40 (for trees up to 3" caliper), Model 68 (for trees for trees between 3" and 6" caliper) or Model 88 (for trees between 6" and 10" caliper) as required for each instance. Each anchor system shall include 3 ground anchors, 3 galvanized steel cables assemblies each with galvanized turnbuckles, cable clamps, and protective collars.
- E. Hose Chafing Guard: Reinforced rubber or plastic hose at least ½ inch (13 mm) in diameter, black, cut to lengths required to protect tree trunks from damage.
- F. Flags: Standard surveyor's plastic flagging tape, noticeable bright color, 6 inches (150 mm) long.

PART 3 - EXECUTION

3.01 VERIFICATION

- A. Prior to construction and soil placement operations tree pits, ascertain the location of all electric cables conduits under-drainage systems and utility lines. Take proper precaution so as not to disturb or damage sub-surface elements. Contractor failing to take these precautions shall be responsible for making requisite repairs to damaged utilities at Contractor's own expense.
- B. It is the specific intent of this specification to use continuous trenches of Planting Soil S1 between individual tree pits. Interruption of continuous trenches is permitted only at driveways, fire hydrants and major utility interferences, or as otherwise determined by BPCA/BPCPC.
- C. Verify that required underground utilities are available, located, and ready for use. Coordinate with other trades.

- D. Verify that all work requiring access through or adjacent to areas where plant mixes are to be placed has been completed and no further access will be required. In the event that access will be required, this must be coordinated with BPCA/BPCPC.

3.02 PERCOLATION TEST

- A. Contractor to perform percolation test after digging the trench to the appropriate depth and prior to placing any soil mixes.
- B. A percolation test shall be conducted by performing the following steps in sequence:
 - 1. Prepare a test hole located within the proposed tree pit. The test hole shall have a diameter of 12 inches, as precisely as possible, with vertical sides 18 inches deep not including any allowable liners or filter layers on either the bottom or sides.
 - 2. Establish a fixed point at the top or bottom of the test hole from which all measurements will be taken.
 - 3. Scratch the bottom and sides of the test hole to remove any smeared soil surfaces, taking care not to significantly change the whole dimensions. Add two inches of coarse sand to protect the bottom from scouring, or insert a board or other impervious object in the hole so that water may be poured down or on it during the filling operation. A mesh or perforated liner deigned to maintain the test hole dimensions in extremely loose soils while allowing essentially unrestricted flow of water may be used with permission of BPCA/BPCPC.
 - 4. Carefully fill the hole with clear water to a minimum depth of 12 inches from the bottom of the hole. Maintain this minimum 12-inch or greater water level by adding water as necessary in order to saturate surrounding soils for a period no less than 15 minutes after first filling the hole.
 - 5. After saturation, if the water level drops to a depth of nine inches in fewer than 30 minutes, measure the length of time in minutes for it to drop from a depth of nine inches to a depth of six inches. If the rate is erratic in the opinion of BPCA/BPCPC, the hole shall be refilled and soaked until the drop per increment of time is steady. The time for the level to drop from a depth of nine inches to a depth of six inches, divided by three, is the percolation rate in minutes per inch.
 - 6. If the initial three-inch drop requires more than 30 minutes (rate equal to more than ten minutes per inch) the soil shall be saturated by filling the hole to the top and maintaining it full for at least four hours. The soil should then be permitted to swell a minimum of 12 hours so that the soil conditions will approach those which exist during the wettest season of the year. After the 12-hour swelling period, the test shall be made again by filling the hole to a 12-inch depth and maintaining that level for 15 minutes, letting the level drop to nine inches, then timing the drop between nine inches and six inches. The time elapsed between nine inches and six inches, divided by three, shall be the percolation rate.
 - 7. In certain soils, particularly coarse sands, the soil may be so pervious as to make a percolation test difficult, impractical, and meaningless. At the discretion of BPCA/BPCPC and with the concurrence of the approving authority, the percolation test

may be discontinued and a rate of two minutes per inch or less can be assumed provided that at least 24 gallons of water has been added to the percolation hole within 15 minutes and it is impossible to obtain a liquid depth of nine inches.

3.03 PREPARATION OF TREE PIT IN TRENCH

- A. Prior to laying and spreading Planting Soil Mixes S1 or S2, the Contractor shall verify as-constructed or existing Controlled Fill elevations and do whatever additional grading is necessary to bring the subgrade to a true, smooth, slope as indicated on Drawings.
 - 1. Clean up subgrade, remove and dispose of all debris and garbage prior to inspection, and prior to spreading S1 and S2.
- B. Any soils polluted by gasoline, oil, plaster, construction debris, unacceptable soils, or other substances, which would render Controlled Fill unsuitable for a proper plant growth, shall be removed from the premises whether or not such pollution occurs or exists prior to or during the Contract period. In the event that such material is placed, this material shall be removed and replaced with approved material. All remedial operations associated with soil mixes and controlled fill shall be reviewed and approved by the BPCA/BPCPC.

3.04 PLANTING MIXTURES

- A. Planting Soil Mix S1 shall be used within continuous tree trenches paved with granite blocks. Planting Soil Mix S2 shall be used within the tree pit and, after tree installation, shall be covered with mulch as specified herein.
- B. All amendments shall be thoroughly incorporated into the mixture to assure uniform distribution.
- C. Additional amendments shall be mixed into the soil as recommended by the testing laboratory and as approved by the Battery Park City Parks Conservancy for each tree type and condition of installation.

3.05 PLACING PLANTING SOIL

- A. Remove all large clods lumps, brush, roots stumps, litter, and other foreign material and stones one-half inch (1/2") in diameter or larger. Dispose of removed material legally off-site.
- B. Do not place a muddy or wet soil mix, moisture excessive of 18%.
- C. Place and spread Planting Soil Mix S1 specified over approved compacted subgrade to a depth sufficiently greater than the depth required for indicated subbase and granite blocks as indicated, so that after natural settlement, compaction and misting and/or light rolling as previously approved by BPCA/BPCPC, the completed work will conform to the lines grades, and elevations shown or otherwise indicated.
- D. Place Planting Soil S1 in maximum 6-inch lifts and compact each lift to 95% maximum, 92% minimum, standard proctor density. Do not over compact.

- E. Grading Tolerances: Planting areas shall be fine graded within $\pm 1/10$ (0.10) feet of grades indicated on drawings. Maintain all flat areas and slopes to allow free flow of surface drainage without ponding.

3.06 PLANTING OPERATION

- A. For purpose of inspection, the BPCA/BPCPC representative shall have free access to all parts of work involved in planting operation. No work shall be covered or concealed prior to inspection.
- B. Trees shall be protected at all times from sun or drying winds. Trees that cannot be planted immediately upon delivery shall be kept in the shade and well watered by the Contractor. Trees shall not remain unplanted for longer than one day after delivery.
- C. Planting Depth

Trees shall be placed on compacted subgrade. If trees cannot be set on compacted subgrade, place tree on Planting Soil Mix S2 at the depth where roots spread from trunk as shown in diagram. The flare must be located and placed at the correct level before continuing planting procedures. Expose flare of trunk by removing excess fill on top of rootball. All ropes and strings must be cut, non-biodegradable material must be removed and the burlap folded back from the top of the ball completely remove drum lacing and wire baskets. This must be approved by the BPCPC representative. When placement of the trees has been approved by the BPCPC representative and only at that time, Planting Soil Mix S2 shall be placed within tree pit zone. Soil must be firmed at 6 to 8 inch intervals and thoroughly settled with water. Trees shall stand plumb after guying.

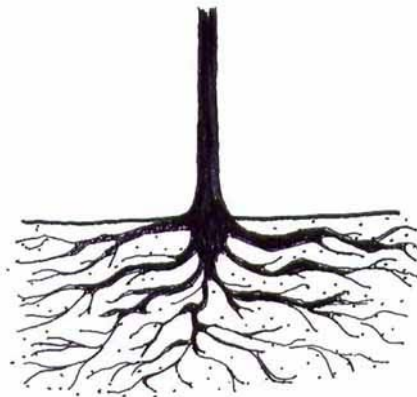
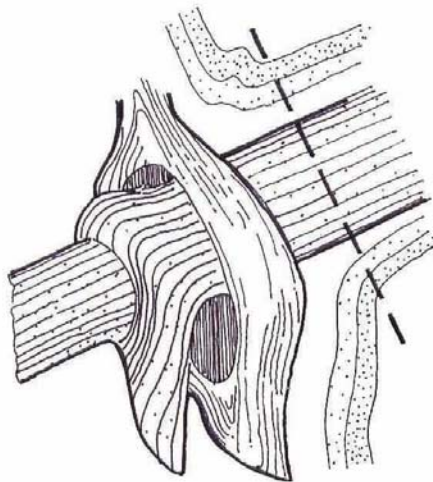
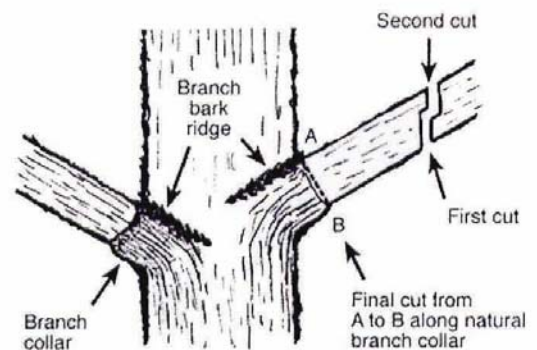


Fig 1.1

**Fig 1.2****Fig 1.3**

D. Staking, Guying and Wrapping

If directed by BPCPC four 6' straight, sound, rough sawn wooden stakes are to be used per tree. Galvanized steel wire shall be used to complete the support system. Wire shall be encased in 3/4" high quality rubber hose to prevent direct contact with the bark of the tree.

Tree wrap shall not be used on the trees.

E. Pruning

1. As per ISA, it is not recommended to prune before or directly after planting, if on-site pruning is required, it shall be supervised by a BPCPC Representative.
2. Each cut should be made carefully, at the correct location, leaving a smooth surface with no jagged edges or torn bark. The correct anatomical location is just beyond the branch collar. (See Figures 1.2 and 1.3).
3. Large or heavy limbs should be removed using three cuts. The first cut undercuts the limb one or two feet from the parent branch or trunk. The second cut is the top cut which is made slightly further out on the limb than the undercut. The third cut is to remove the stub. (See Figure 1.3.).

(Figures 1.2 and 1.3 taken from the I.S.A. certification study manual).

4. The natural character of the plant shall be preserved.
5. All deadwood, suckers, broken or badly bruised branches shall be removed.
6. Excessive pruning at the time of transplanting must be avoided. The extent of top pruning should be based upon the ability of the plant roots to function and the judgment of the BPCPC Representative.

7. Pruning shall be done with clean, sharp tools. No leaders shall be cut.

3.07 MAINTENANCE OF TREES AFTER PLANTING

- A. Maintenance shall begin immediately after each plant is planted and shall continue until acceptance.
- B. Maintenance shall consist of watering, mulching, tightening and repairing of guys and stakes, resetting plants to proper grade and application of horticultural oils during dormant season.

3.08 ACCEPTANCE

- A. BPCA/BPCPC shall inspect all work for acceptance upon written request of the Contractor. The request shall be received at least 10 calendar days before the anticipated date of inspection.
- B. Upon completion and re-inspection of all repairs or renewals necessary, BPCA/BPCPC shall certify in writing as to the acceptance of the work.

3.09 FINAL INSPECTION AND FINAL ACCEPTANCE

At the end of the guarantee period, the BPCA/BPCPC will inspect all guaranteed work at the written request of the Contractor. The request shall be received 10 calendar days before the anticipated date for final inspection. Upon completion and re-inspection of all repairs or renewals necessary, the BPCA/BPCPC shall certify in writing as to the final acceptance of the project.

3.10 DISPOSAL AND CLEAN UP

- A. Promptly remove soil and debris created by soil work from paved areas. Clean wheels of vehicles before leaving site to avoid tracking soil onto roads, walks, or other paved areas.
- B. Legally dispose of off-site all refuse and debris from these operations. Do not dump or burn materials on site.
 1. The Contractor shall remove waste materials, unsuitable and excess materials from the Owner's property and shall recycle and provide for reuse as specified, and when deemed unsuitable for recycling and reuse, legally dispose of off-site.
- C. Maintain the site in an orderly condition during the progress of the Work. Continuously and promptly remove excess waste materials; keep walks and streets clear. Store materials and equipment where directed. Promptly remove equipment, surplus materials and debris and trash resulting from operations under this Contract upon completion and prior to initial acceptance of Work. Leave the site in a neat, order condition "broom clean".

END OF SECTION

EXHIBIT G

Plant Schedule

PLANT GENUS	QUANTITY	SIZE
<u>TREES</u>		
Quercus bicolor	1	4-4 1/2"
<u>SHRUBS</u>		
Ceanothus americanus, New Jersey Tea	21	5 gal (min)
Clethra alnifolia 'Compacta'	15	7 gal
Lindera glauca var. salicifolia, Greybush Spicebush	15	7 gal
Myrica penslvania Morton Male	3	4-5'
Myrica penslvania Silver Sprite	12	4-5'
<u>PERENIALS</u>		
Amsonia tabernaemonta, Eastern Blue Star	12	1 gal (min)
Aster cordifolius 'Avondale'	36	1 gal (min)
Phlox divaricate 'Blue Moon'	36	1 gal (min)
Postystichum acrostichiodes	45	1 gal (min)
Zizia aurea	36	1 gal (min)

EXHIBIT H

List of BPCA & BPCPC Board Members and Employees

(Attached)

LIST OF BOARD MEMBERS

Dennis Mehiel

Donald Cappocia

Martha Gallo

Lester Petracca

Hector Batista

Employee

Curtis Afzal
Elsa Alvarez
Dana Anders
Anthony Andriano
Stephen Arciold
Kathleen Bailey
Marie Baptiste
Freddy Belliard
Scott Birdseye
Nidia Blake-Reeder
Granderson Brown
Lauren Brugess
Nancy Buivid
Anthony Buquicchio
Monica Centeno
Betty Chin
Adam Choper
Carlton Chotalal
Deshay Crabb
Gwendolyn Dawson
Henri delaVega
Gilbert Depadua
Paul Diaz-Larui
Tonasia Dopson
Abigail Ehrlich
Maria Ellison
Richard Faraino
Anitra Fauntelroy
Eric T. Fleisher
Robin Forst
Joseph Ganci
Julissa Garcia
Luis Garcia
Abigail Goldenberg
Lenron Goode
Neresa Gordon
Ned Greenberg
Patrick Greene
Evelyn Gregg
Kelly Grogan
Robert Hansen
Nicole Heater

Sankar Heerah
Sonia Henry
Hector Herrera
Craig Hudon
Shari Hyman
Kendall Jinwright
Amy Jogie
Benjamin Jones
Kadia Kane
Roland Kemp
Susie Kim
AnaMariah Knox
Karl Koenig
Betzayda Laboy
Leandro Lafuente
Michael LaMancusa
Della Lee
Triny Lima
Rene Lopcy
Luis Lopez
Robert Maggi
Evelin Maisonet
Evonne Marche
Philip Mason
Kevin McCabe
Brenda McIntyre
Princess McNeill
Shinay McNeill
Vanessa Mesine
Ronnie Mohammed
Bertha Narcisse
Robert Nesmith
Siu NG
Yoshihiro Nishida
Kevin O'Toole
Hector Oyola
Willem Paillant
Gladys Pearlman
Dahlia Pena
Churman Persaud
Anthony Peterson
Bruno Pomponio
Katherine Powell

Sandra Power
Alix Pustilnik
Robert Quon
Jason Rachnowitz
Madelin Ramirez
Manuel Rivera
Anthony Robinson
Andrea Rodriguez
Nelson Rogers
Jose Rosada
Holly Ross
Carlos Santiago
Jean Schwartz
Lindsey Senn
Robert Serpico
Rekha Sewraj-Kumar
Sean Simon
Kemnarine Singh
Seema Singh
Timothy Skipper
Sarah Smedley
Linda Soriero
Nicole Stallworth-Roper
Kareem Starks
Jerome Sturiano
John Tam
Alexis Torres
Ryan Torres
Douglas VanHorn
Noe Velasquez
Evangelio Villalobos
Sharon Wade
David Wallace
Peter Wheelwright
Eric White
Angela Whitehead
Dwight Williams
Kenneth Windman
Al Wright
Jouli Yohannes
Julian Zapata
Bingxin Zheng

EXHIBIT I

Acknowledgement of Addenda

RFP TITLE: _____

Complete Part I <u>or</u> Part II, whichever is applicable, and sign your name in Part III.
--

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: _____