



DEPARTMENT OF THE ARMY
NEW YORK DISTRICT, CORPS OF ENGINEERS
JACOB K. JAVITS FEDERAL BUILDING
NEW YORK, N.Y. 10278-0090

REPLY TO
ATTENTION OF

REGULATORY BRANCH

APR 11 2014

SUBJECT: Permit File Number NAN-2014-00122 By Hugh L. Carey Battery Park City Authority To Maintenance / Repair / Rehabilitate Existing Shoreline Structures in the Hudson River at Battery Park City, New York City, Borough of Manhattan, New York County, New York

1. PERMITTEE:

Hugh L. Carey Battery Park City Authority
Attn: Gwen Dawson
200 Liberty Street, 24th floor
New York, NY 10281
(212) 417-2000

2. On 12 March 2014, the New York District of the US Army Corps of Engineers received the subject request for Department of the Army authorization for your agency to perform maintenance activities associated with the repair and rehabilitation of existing pilings supporting approximately 10,000 linear feet of the existing waterfront esplanade's relieving platform structures and bulkheading. Work would include wrapping deteriorated pilings with a fiberglass jacket and epoxy grout; repairing damaged concrete and replacing lost stone and rock riprap. The site is in the Hudson River at Battery Park City, New York City, Borough of Manhattan, New York County, New York.

3. The specific applicant-provided details are as shown on the enclosed seven (7) dated permit drawings.

4. This determination covers only the work described in the submitted material. Any major changes in the project may require additional authorizations from the New York District of the US Army Corps of Engineers.

5. Based on information submitted to this office and accomplishment of any required notification in accordance with the applicable federal requirements, our review of the subject work indicates that an individual Department of the Army permit is not required. It appears that the activities within the jurisdiction of this office could be accomplished under Department of the Army Nationwide General Permit Number 3, MAINTENANCE. The nationwide permits are prescribed at Reissuance of Nationwide Permits in the Federal Register dated February 21, 2012 (77 FR 10184). The subject work may be performed without further authorization from this office provided it complies with the permit conditions listed in Section B, Number 3, MAINTENANCE, Section C; any applicable New York District regional conditions; the following Special Conditions listed

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below; and any applicable regional conditions added by the State of New York.

6. Other than the work-specific Special Conditions listed below, the 2012 nationwide general permits in the State of New York, including their final regional conditions, water quality certifications, and coastal zone concurrence statements are available at:

http://www.nan.usace.army.mil/Portals/37/docs/regulatory/geninfo/natp/NWP_PN_30MAY12.pdf

If you require a specific paper copy, please contact our Regulator-of-the-Day at 917-790-8511 to request one be mailed to you. Please be sure to have the above twelve-character file number readily available when you call.

7. Work-specific Special Conditions:

(A) The permittee, and their agents, shall take actions to prevent construction materials, including debris, from entering any waterway to become drift or pollution hazards.

(B) The permittee shall contact the appropriate state and local government officials to ensure that the subject work is performed in compliance with their requirements.

(C) The permittee shall within 30 days of the completion of the regulated activity authorized by this permit and any mitigation work required by Special Condition, sign and submit the enclosed compliance certification form to this office.

8. Please note that this nationwide general permit (NWGP) verification is based on a preliminary jurisdictional determination (JD). A preliminary jurisdictional determination (JD) is not appealable. If you wish, prior to commencement of the authorized work you may request an approved jurisdictional determination (JD), which may be appealed, by contacting the New York District, US Army Corps of Engineers for further instructions. To assist you in this decision and address any questions you may have on the differences between preliminary and approved jurisdictional determinations, please review US Army Corps of Engineers Regulatory Guidance Letter Number 08-02, at:

<http://www.usace.army.mil/Portals/2/docs/civilworks/RGLS/rgl08-02.pdf>

9. This verification is valid until March 17, 2017, unless the nationwide general permits are modified, reissued, or revoked before then. This verification will remain valid until March 17, 2017, if the subject work activity complies with the terms of any subsequent modifications of the nationwide general permits. If the nationwide general permits are suspended, revoked, or modified in such a way that the subject activity would no longer

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comply with the terms and conditions of a nationwide general permit, and the proposed work activity has commenced, or is under contract to commence, the permittee will have twelve (12) months from the date of such permit action to complete the regulated work.

10. Any inquires should be directed to our Regulator-of-the-Day at 917-790-8511. Please be sure to have the above twelve-character file number readily available when you call.

Encl
as


JODI McDONALD
Chief, Regulatory Branch

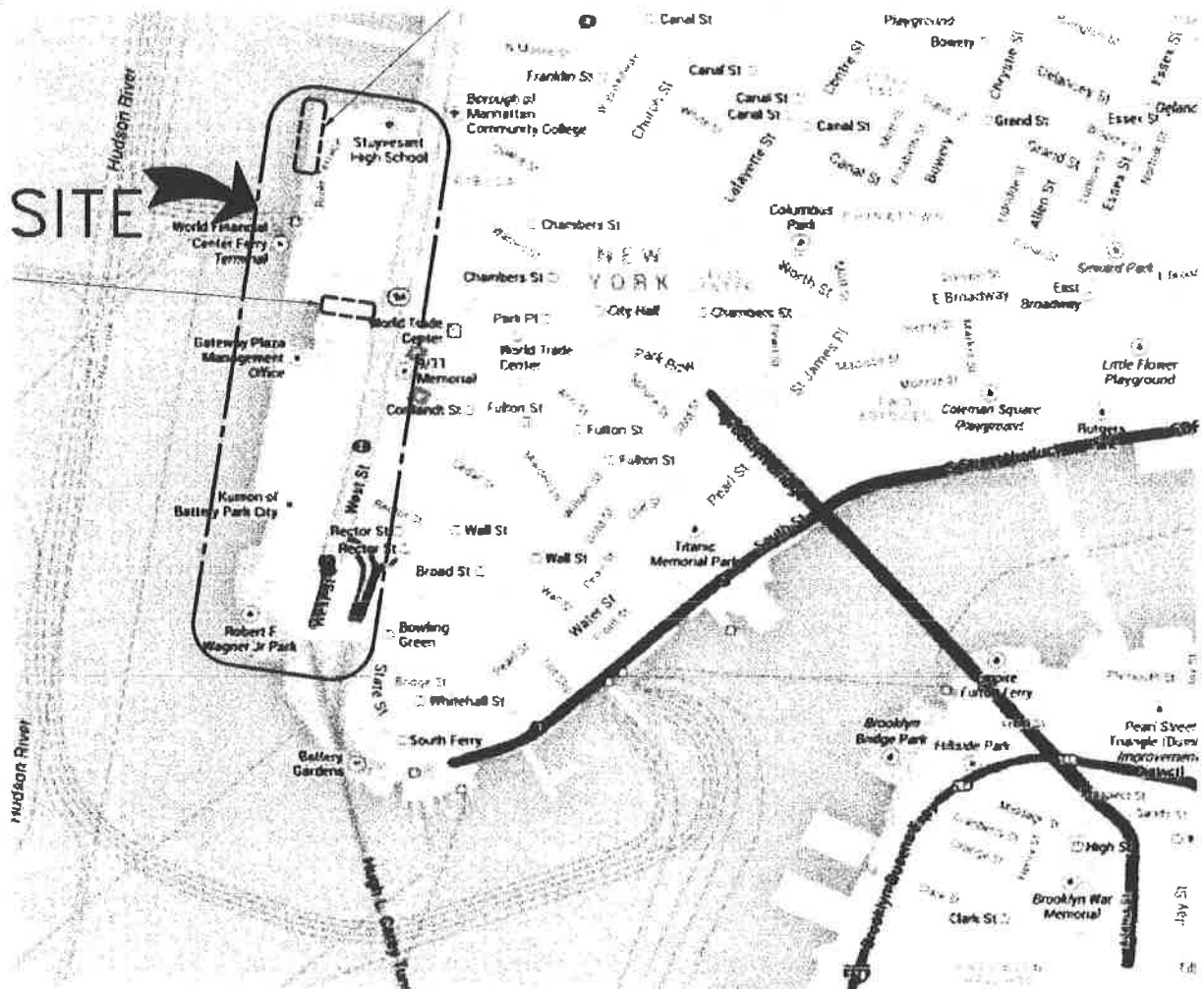
CF w/ encls:

M.G. McLaren Engineering (M. J. Daniels)
Urban Engineers, Inc (R. E. Denmark, Jr.)



USACE FILE: NAN-2014-00122-EMC

APR 11 2014



VICINITY MAP

N.T.S.

PURPOSE: ESPLANADE REPAIRS

DATUM: MHD

ADJACENT OWNERS:

1. _____
2. _____
3. _____

BATTERY PARK CITY ESPLANADE
PILE REMEDIATION PROGRAM 2014

APPLICANT: HUGH L. CAREY
BATTERY PARK CITY AUTHORITY
200 LIBERTY ST., 24TH FLOOR
NEW YORK, N.Y. 10281

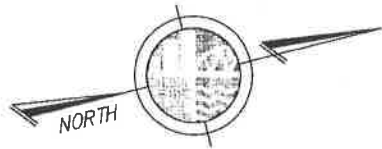
AGENT: M.G. McLAREN, P.C.
100 SNAKE HILL ROAD
WEST NYACK, N.Y. 10994

VICINITY MAP

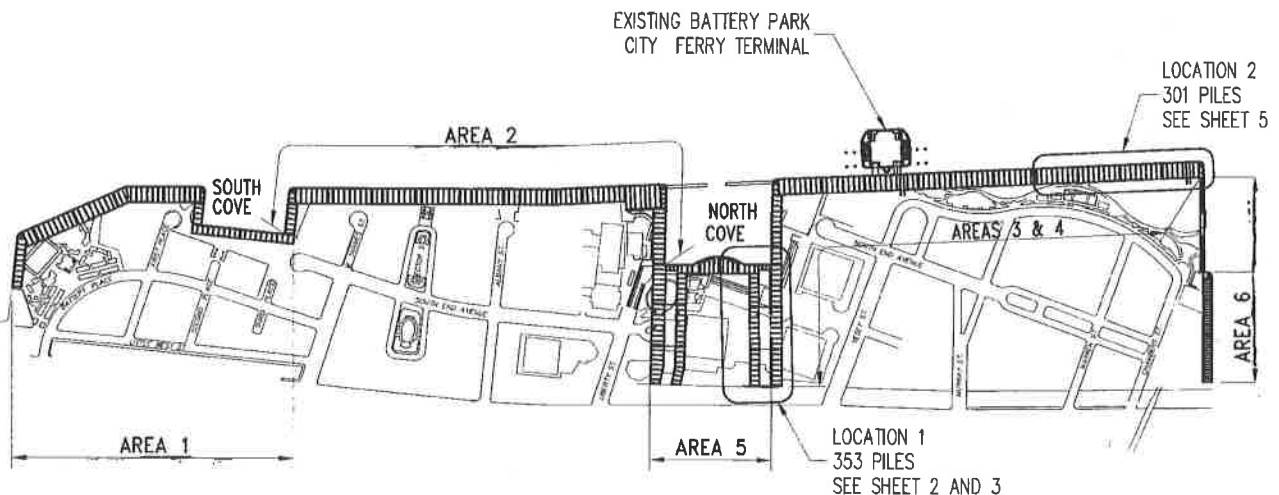
IN: MANHATTAN, NY
AT: BATTERY PARK CITY
COUNTY OF: NEW YORK
STATE: NY

SHT **1** OF **7** 03/04/2014

APR 11 2014

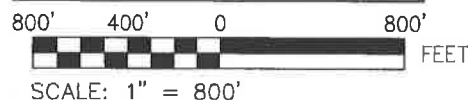


FLOOD
EBB
HUDSON RIVER



NOTE: AREA DESIGNATIONS TAKEN FROM AS-BUILT "BATTERY PARK CITY" DRAWINGS DEVELOPED BY MUESER, RUTLEDGE, WENTWORTH, AND JOHNSTON CONSULTING ENGINEERS, DATED JUNE 17, 1974.

OVERALL SITE PLAN



PURPOSE: ESPLANADE REPAIRS

DATUM: MHD

ADJACENT OWNERS:

1. _____
2. _____
3. _____

BATTERY PARK CITY ESPLANADE PILE REMEDIATION PROGRAM 2014

APPLICANT: HUGH L. CAREY

BATTERY PARK CITY AUTHORITY
200 LIBERTY ST., 24TH FLOOR
NEW YORK, N.Y. 10281

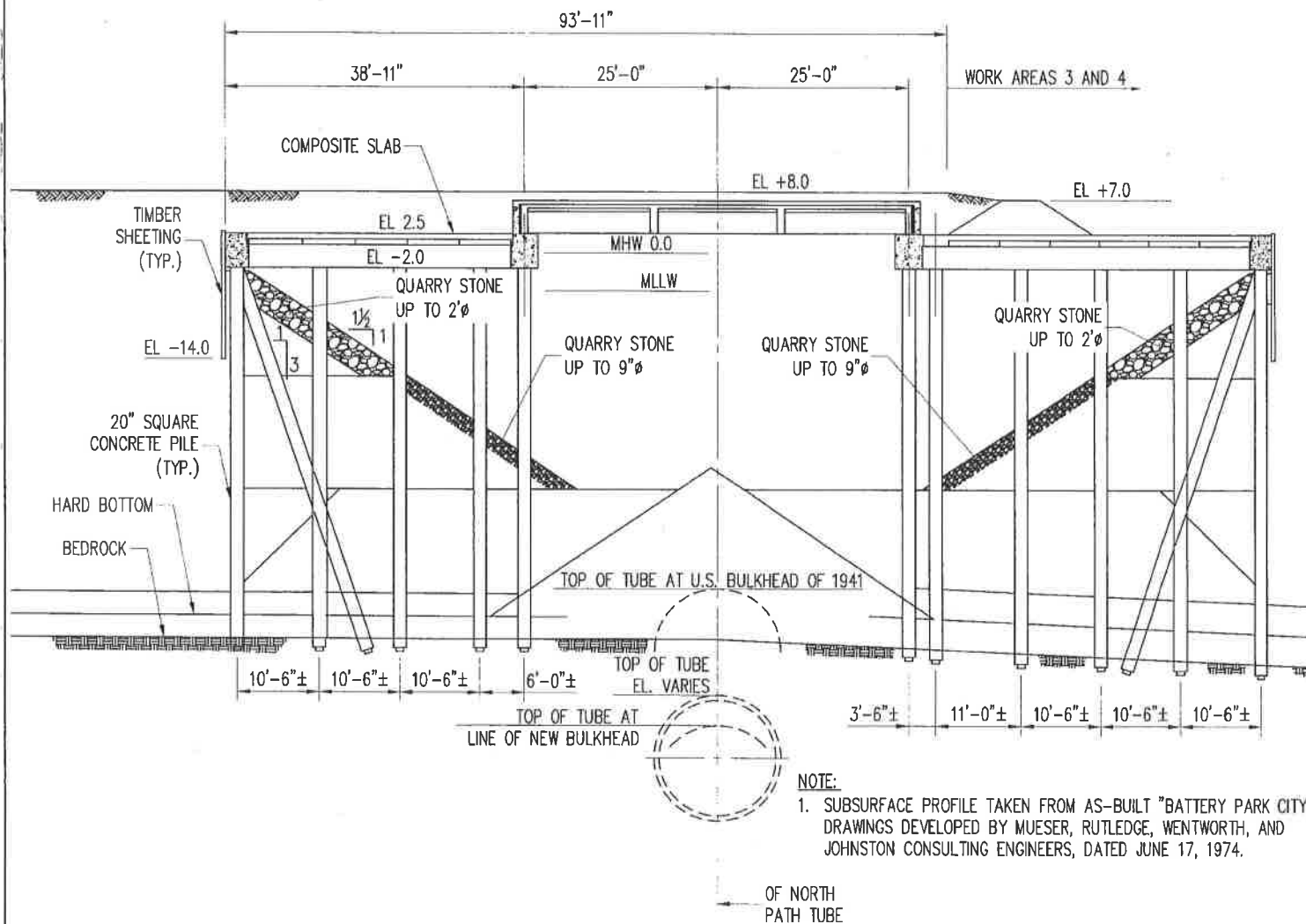
AGENT: M.G. McLAREN, P.C.
100 SNAKE HILL ROAD
WEST NYACK, N.Y. 10994

OVERALL SITE PLAN

IN: MANHATTAN, NY
AT: BATTERY PARK CITY
COUNTY OF: NEW YORK
STATE: NY

SHT **2** OF **7** 03/04/2014

APR 11 2014

**A SECTION**

3/64"=1'-0"

PURPOSE: ESPLANADE REPAIRS

DATUM: MHD

ADJACENT OWNERS:

1. _____
2. _____
3. _____

BATTERY PARK CITY ESPLANADE
PILE REMEDIATION PROGRAM 2014

APPLICANT: HUGH L. CAREY

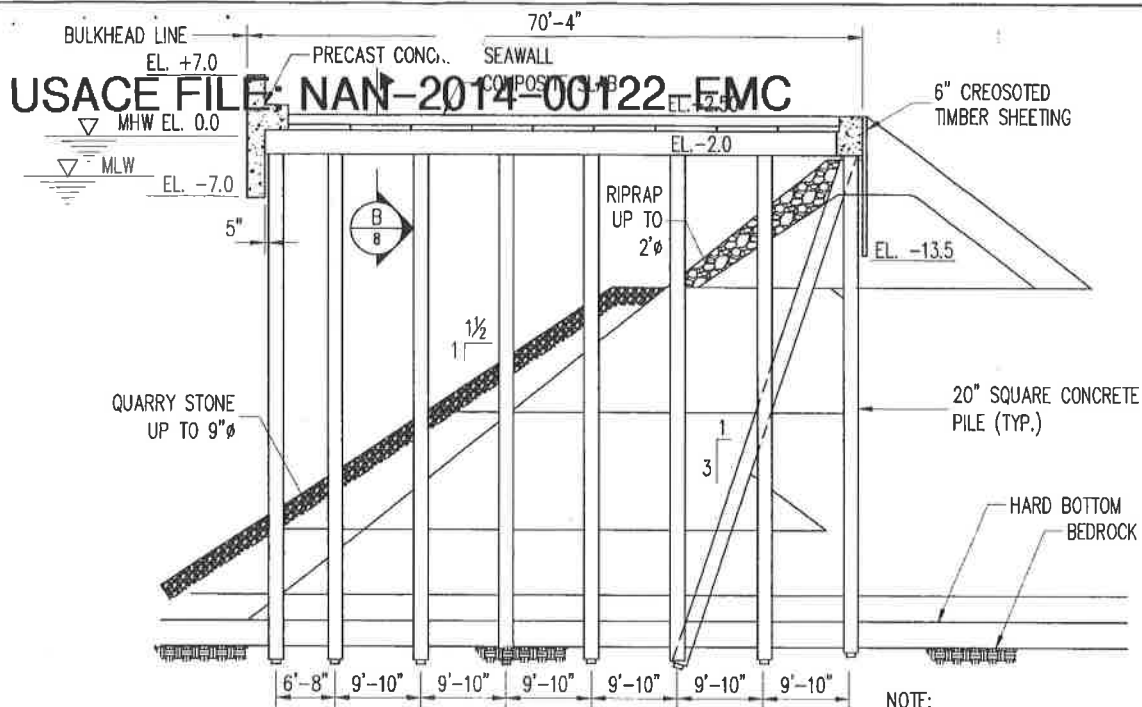
BATTERY PARK CITY AUTHORITY
200 LIBERTY ST., 24TH FLOOR
NEW YORK, N.Y. 10281

AGENT: M.G. McLAREN, P.C.

100 SNAKE HILL ROAD
WEST NYACK, N.Y. 10994TYPICAL EXISTING
ESPLANADE SECTIONS 1IN: MANHATTAN, NY
AT: BATTERY PARK CITY
COUNTY OF: NEW YORK
STATE: NY

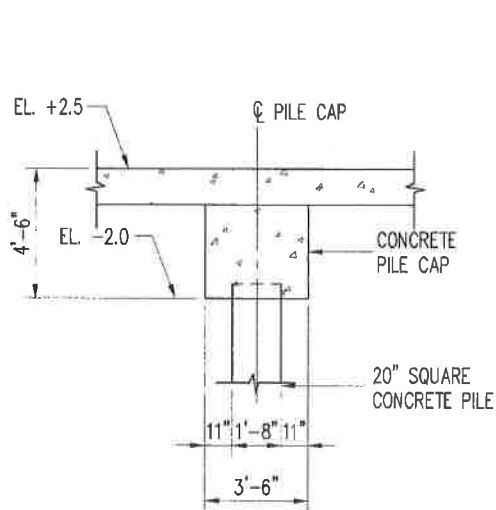
SHT 3 OF 7

03/04/2014



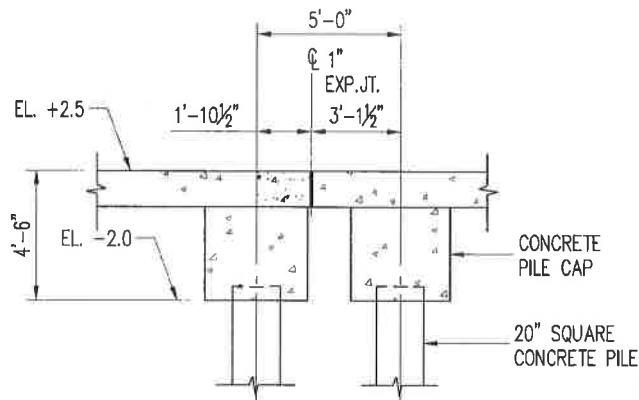
A SECTION

3/64" = 1'-0"



B SECTION

5/32" = 1'-0"



C SECTION

5/32" = 1'-0"

NOTE: FOR PILE CAP AT EXPANSION JOINT, SEE SECTION C

PURPOSE: ESPLANE REPAIRS

DATUM: MHD

ADJACENT OWNERS:

1. _____
2. _____
3. _____

BATTERY PARK CITY ESPLANE
PILE REMEDIATION PROGRAM 2014

APPLICANT: HUGH L. CAREY
BATTERY PARK CITY AUTHORITY
200 LIBERTY ST., 24TH FLOOR
NEW YORK, N.Y. 10281

AGENT: M.G. McLAREN, P.C.
100 SNAKE HILL ROAD
WEST NYACK, N.Y. 10994

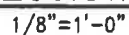
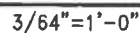
TYPICAL EXISTING
ESPLANE SECTIONS 2

IN: MANHATTAN, NY
AT: BATTERY PARK CITY
COUNTY OF: NEW YORK
STATE: NY

SHT 4 OF 7

03/04/2014

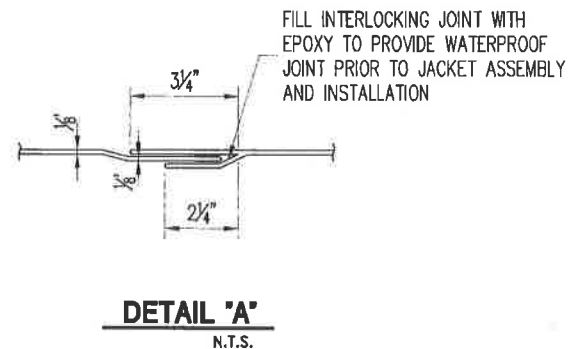
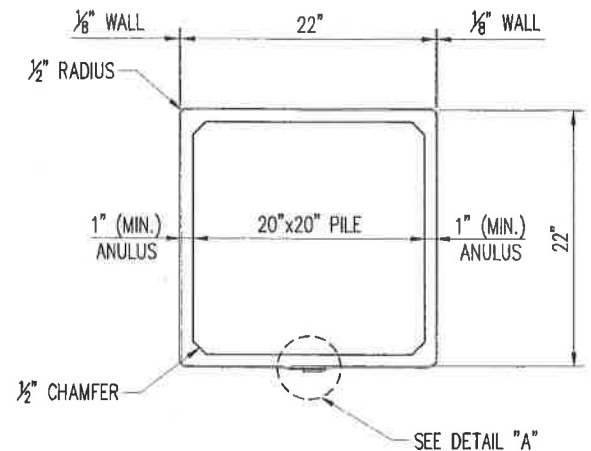
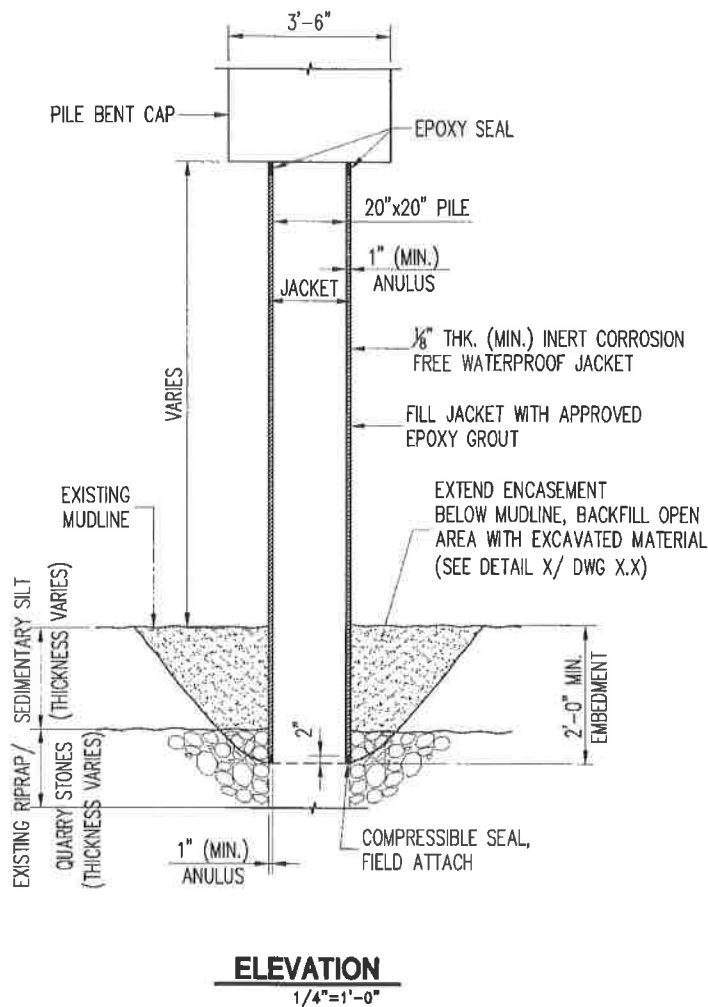
APR 11 2014



FILE NAME: P:\Proj130\130870\10_Dwgs\CADD\Typ Exist Esplanade Sections.dwg PLOT TIME: Tue, 04 Mar 2014 - 2:07pm LAST SAVE: Tue, 04 Mar 2014 - 1:57pm BY: echu

USACE FILE: NAN-2014-00122-EMC

APR 11 2014



EXPOXY GROUT PILE PROTECTION DETAILS

(SQUARE JACKET)

PURPOSE: ESPLANADE REPAIRS

DATUM: MHD

ADJACENT OWNERS:

1. _____
2. _____
3. _____

BATTERY PARK CITY ESPLANADE
PILE REMEDIATION PROGRAM 2014

APPLICANT: HUGH L. CAREY
BATTERY PARK CITY AUTHORITY
200 LIBERTY ST., 24TH FLOOR
NEW YORK, N.Y. 10281

AGENT: M.G. McLAREN, P.C.
100 SNAKE HILL ROAD
WEST NYACK, N.Y. 10994

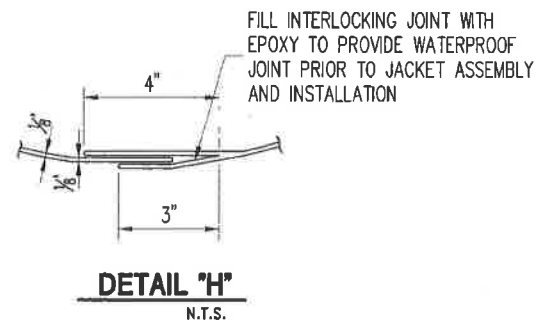
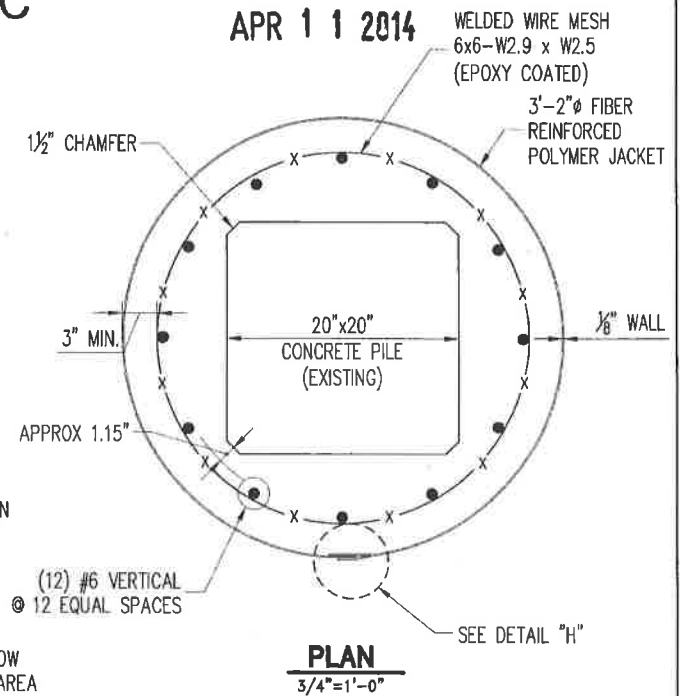
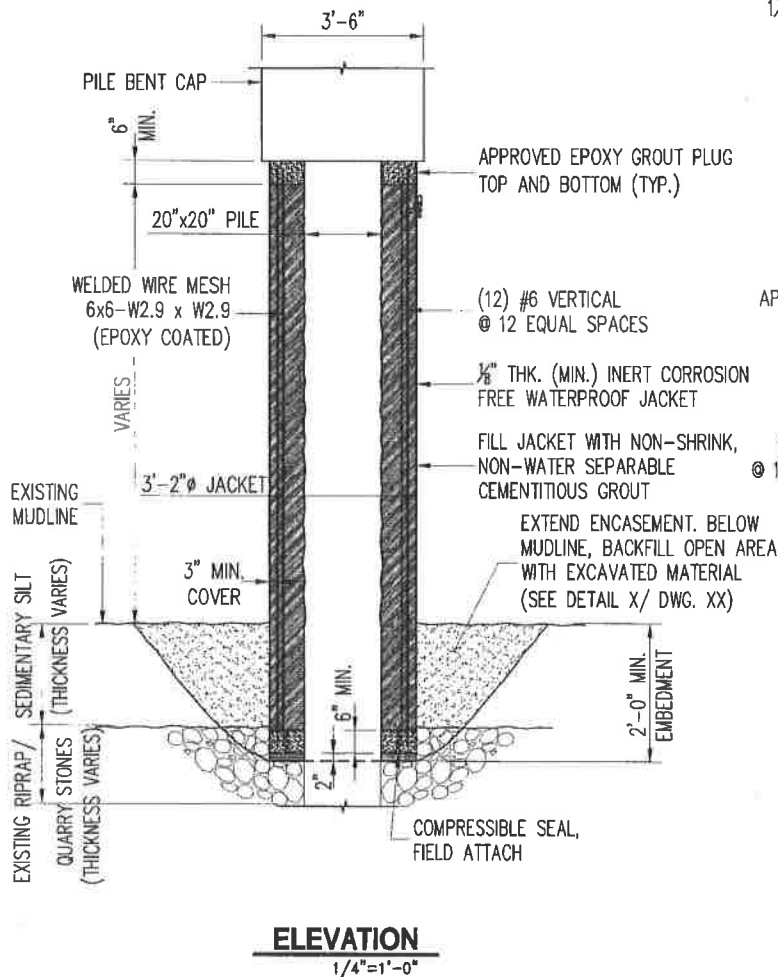
EPOXY GROUT
PILE PROTECTION

IN: MANHATTAN, NY
AT: BATTERY PARK CITY
COUNTY OF: NEW YORK
STATE: NY

SHT 6 OF 7 03/04/2014

USACE FILE: NAN-2014-00122-EMC

APR 11 2014



CONCRETE PILE STRUCTURAL REPAIR DETAILS

(ROUND JACKET)

PURPOSE: ESPLANADE REPAIRS

DATUM: MHD

ADJACENT OWNERS:

1. _____
2. _____
3. _____

BATTERY PARK CITY ESPLANADE
PILE REMEDIATION PROGRAM 2014

APPLICANT: HUGH L. CAREY
BATTERY PARK CITY AUTHORITY
200 LIBERTY ST., 24TH FLOOR
NEW YORK, N.Y. 10281

AGENT: M.G. McLAREN, P.C.
100 SNAKE HILL ROAD
WEST NYACK, N.Y. 10994

CONCRETE PILE
STRUCTURAL REPAIR

DETAIL

IN: MANHATTAN, NY
AT: BATTERY PARK CITY
COUNTY OF: NEW YORK
STATE: NY

SHT 7 OF 7

03/04/2014



DRAFT

11/4/2014

PERMIT

Under the Environmental Conservation Law (ECL)

Permittee and Facility Information

Permit Issued To:

BATTERY PARK CITY AUTHORITY

24TH FL

1 WORLD FINANCIAL CTR

NEW YORK, NY 10281

(212) 417-2000

Facility:

BATTERY PARK CITY WATERFRONT
(ONLY)

HUDSON RIVER BETWEEN BATTERY PL ON
THE S AND CHAMBERS ST ON THE N
NEW YORK, NY 10280

Facility Location: in NEW YORK COUNTY **Village:** New York City

Facility Principal Reference Point: NYTM-E: NYTM-N:

Latitude: Longitude:

Project Location: Battery Park City waterfront

Authorized Activity: Maintenance of Battery Park City Authority-owned , legal waterfront structures, or elements thereof, as defined in the special conditions of this permit, by the Battery Park City Authority within lower Manhattan along the Hudson River between Chambers Street and Battery Place.

Permit Authorizations

Excavation & Fill in Navigable Waters - Under Article 15, Title 5

Permit ID 2-6200-00782/00001

New Permit

Proposed Effective Date: Draft

Proposed Expiration Date: No Exp. Date

Water Quality Certification - Under Section 401 - Clean Water Act

Permit ID 2-6200-00782/00002

New Permit

Proposed Effective Date: Draft

Proposed Expiration Date: No Exp. Date

Tidal Wetlands - Under Article 25

Permit ID 2-6200-00782/00003

New Permit

Proposed Effective Date: Draft

Proposed Expiration Date: No Exp. Date

NYSDEC Approval

By acceptance of this permit, the permittee agrees that the permit is contingent upon strict compliance with the ECL, all applicable regulations, and all conditions included as part of this permit.

Permit Administrator: JOHN F CRYAN, Regional Permit Administrator

Address:

NYSDEC REGION 2 HEADQUARTERS

47-40 21ST ST

LONG ISLAND CITY, NY 11101 -5407



Authorized Signature: DRAFT Date / /

Permit Components

NATURAL RESOURCE PERMIT CONDITIONS

WATER QUALITY CERTIFICATION SPECIFIC CONDITION

GENERAL CONDITIONS, APPLY TO ALL AUTHORIZED PERMITS

NOTIFICATION OF OTHER PERMITTEE OBLIGATIONS

NATURAL RESOURCE PERMIT CONDITIONS - Apply to the Following Permits: EXCAVATION & FILL IN NAVIGABLE WATERS; WATER QUALITY CERTIFICATION; TIDAL WETLANDS

1. Conformance With Plans All activities authorized by this permit must be in strict conformance with the approved plans submitted by the applicant or applicant's agent as part of the permit application. Such approved plans were prepared by M. G. McLaren P. C. for Battery Park City Authority, 7 sheets dated 3/4/14, and also additional plans to be submitted for each round of work under this special general permit (see special condition 5)..

2. Scope of General Permit Maintenance of legal waterfront structures, or elements thereof, owned by Battery Park City Authority.

-Piers, wharves, bulkheads, bridge piers, bridge/pier protection cells, ferry landing structures, and stone revetments involving the following elements:

- Piles (wood*, concrete, steel, concrete filled steel);
- Pile caps;
- Beams, fenders and walers;
- Decking;
- Gravity walls;
- Timber, vinyl or steel sheet pile bulkheads** (in-place reconstruction only)
- Relieving platforms;
- Cribbing;
- Spalled concrete surfaces (repair to be application of shotcrete or other method of pneumatically applied concrete or formed with cast-in-place concrete);
- Cathodic protection of metal surfaces;
- Storm water outfall(s) and tide gates - limited to in-place repair or replacement of an outfall(s) or tide gate due to deterioration or to maintenance of the waterfront structure of which it is a part;
- Repair or replacement of legal marine habitat enhancement structures (ie. reef balls, etc.) in-place due to deterioration or due to maintenance of the waterfront structure of which it is a part;
- Repair, replacement or relocation of impervious or pervious service roads located greater than thirty (30) feet landward of the tidal wetland boundary;



-In-place repair or replacement of boat ramps (for security and emergency use only with no asphalt) due to deterioration or due to maintenance of the waterfront structure of which it is a part;
-Aids to navigation - prior approval by and installed in accordance with the requirements of the U.S. Coast Guard.

*including wrapping of timber piles with plastic sheeting (a maximum increase of 6 inches in diameter) to prevent or minimize deterioration (including manual side casting and replacement of sediment at the base of pile to facilitate placement of sheeting below the mudline).

*concrete jacketing/encasement (limited to initial jackets/encasements with a maximum 8 inch increase in diameter) of damaged or deteriorated piles (also including manual side casting and replacement of sediment at the base of pile to facilitate placement of sheeting below the mud-line). Second generation jackets/encasements are not covered under the scope of this permit.

**excavation of incidental obstructions (rip rap, fill material, debris) from the base of deteriorated piles, bulkhead or other deteriorated retaining structures sections to facilitate maintenance work.

**replacement of rip rap provided it be underlain it with geo-textile fabric at base of repaired and/or reconstructed bulkhead sections or under or adjacent to piers and wharves to re-establish structural stability.

3. Definitions a) Maintenance: The repair or in-place replacement of any functional waterfront structure provided that the structure is not to be put to uses differing from lawfully allowed past uses or from those specified in prior permits. Minor deviations in the structure's configuration or filled area including those due to changes in materials, construction techniques, or current construction codes or safety standards which are necessary to make repair or replacement are permitted, provided the environmental impacts resulting from such repair are not significant.

b) Incidental: Occurring merely by chance or without intention or calculation, with minor consequence.

c) Minimal Impacts: Those that are consistent with a SEQR finding of no significant impacts.

d) Minor Deviations: Those changes to the in-place characteristics of the structure that are consistent with a SEQR finding of no significant impacts; 6 NYCRR Part 661.5 use category of GCP (generally compatible use-permit required); and applicable development restrictions contained in 6 NYCRR Part 661.6.

e) Repair: To bring back to or put back into a former or original state, including replacement in part or whole.

f) Replacement: The filling of a place once occupied by something lost, destroyed, deteriorated, or no longer usable or adequate.

g) Shotcrete: A quick setting mortar or concrete mix pneumatically conveyed through a hose and applied directly to vertical and overhead surfaces, being capable of supporting itself without sagging or sloughing: suitable for repair work and new construction.

4. Regulated Activities Authorized by this Permit This permit authorizes only those regulated



activities/structures identified in Natural Resources Permit Condition 2. NYSDEC does not issue after-the-fact or as-built permits. This permit does not authorize activities, or legitimize the existence of structures, which would have required a permit but for which no permit or other authorization has been granted by NYSDEC.

5. Notification to DEC and Authorization to Proceed Required For each project contemplated under this permit, the permittee shall follow the procedure below:

Not less than fifteen (15) days prior to the start of work, Battery Park City Authority must provide one copy of the following items to: NYSDEC Division of Environmental Permits, 47-40 21st Street, Long Island City, New York 11101 (Attention: Regional Permit Administrator) and one copy of the following to: NYSDEC Bureau of Marine Resources, 47-40 21st Street, Long Island City, New York 11101 (Attention: Marine Resources Program Manager).

a. Project Description

b. Work Schedule

c. Current color photographs showing the entire project site at low tide, including photo location/direction labeling plan.

d. Construction equipment to be used.

e. Project plans to scale which include the following:

1) Sediment/erosion controls methods/locations if any sediment/vegetation disturbance or fill placement is proposed.

2) Tidal wetland boundary, mean high water and mean low water line locations and elevations referenced to NAD 88.

3) Staging locations for storage of construction equipment/materials.

4) Temporary or permanent project limiting fence.

5) Access route for construction equipment

6) Type(s) and volume(s) and source(s) of fill to be used if applicable

7) North arrow

8) Property lines and names of adjacent landowners

9) Dimensions of the work areas and limits of disturbance

10) Name of preparer and date prepared

11) Type(s) and dimensions (in feet/inches) of material proposed

12) Existing and proposed grades

13) Dimensions/weights (in pounds) and amount(s) (in cubic yards) of rock rip rap if applicable.

Permittee shall not commence work until DEC has issued to permittee a written authorization to proceed with the work described in the documents listed above that permittee has submitted to DEC.

6. Notice of Intent to Commence Work At least 15 days prior to commencement of work, Permittee must complete and return the attached Notice of Intent to Commence Work to: NYSDEC Marine Resources, 47-40 21st Street, Long Island City, New York 11101 (Attention: Marine Resources Program



Manager). Such form may be included with the materials submitted as described in the previous special condition, Special Condition No. 5, above.

7. Post Permit Sign The permit sign enclosed with this permit shall be posted in a conspicuous location on the worksite and adequately protected from the weather.

8. Post Construction Photographs Within 30 days of the completion of work authorized by this permit, Permittee must submit post-construction photographs of the work area to: NYSDEC Bureau of Marine Resources, 47-40 21st Street, Long Island City, New York 11101 (Attention: Marine Resources Program Manager).

9. Best Management Practices Best management practices must be employed to prevent the loss of construction materials, debris and sediments from entering the wetlands or waterways. Such practices may include, but are not limited to, construction fencing, staked hay bales, silt fencing, floating platforms, netting, containment booms.

10. Precautions Against Contamination of Waters All necessary precautions shall be taken to preclude contamination of any wetland or waterway by suspended solids, sediments, fuels, solvents, lubricants, epoxy coatings, paints, concrete, leachate or any other environmentally deleterious materials associated with the project.

11. Concrete/Leachate Discharges Prohibited During construction, concrete or leachate must not escape or be discharged, and washings from transit mix trucks, mixers, or other devices must not enter tidal wetlands or protected buffer areas or waterways.

12. Storage of Construction Equipment and Materials The storage of construction equipment and newly delivered construction materials must be confined to within the project work site and upland areas greater than 50 linear feet from the tidal wetland boundary.

13. Excavation for Bulkhead/Structure Prior to any construction or removal of bulkheads and other shoreline stabilization structures all backfill shall be excavated landward of the structure and retained so as not to enter the waterway, tidal wetland or protected buffer area.

14. Complete Construction Before Backfilling Construction of all peripheral riprap berms, cofferdams, rock revetment, gabions, bulkheads, etc., shall be completed prior to placement of any fill material behind such structures.

15. Clean Fill Material Only All fill material must consist of "clean" sand, gravel, or soil. The use of material such as asphalt, slag, fly-ash, broken concrete, recycled concrete aggregate or demolition debris is strictly prohibited.

16. Installation of Pilings All pilings must be driven in place. The jetting of pilings is prohibited.

17. No Disturbance to Vegetated Tidal Wetlands is allowed. There will be no disturbance to vegetated tidal wetlands or tidal wetlands adjacent area protected buffer areas as a result of the permitted activity.

18. No Floats, Ramps in Vegetated Tidal Wetlands Floats and ramps may not rest on or be stored in any vegetated tidal wetland.



19. Debris Removal Should any demolition or construction debris fall into the waterway or enter the tidal wetlands, it must be removed immediately.

20. Debris Disposal All demolition and construction debris must be properly disposed of at a facility permitted to accept such materials.

21. De-Watering Prohibited De-watering is prohibited without prior written approval from NYSDEC.

22. No Construction Debris in Wetland or Adjacent Area Debris from the construction project permitted herein, and any excess construction materials, may not enter or be stored within regulated wetlands or adjacent areas. Such debris must be removed on a daily basis from the project site, and such excess materials must be removed before the end of construction.

23. In-Water Use of Wood Preservatives A. Pressure treated wood used for construction of in-water structures must have been treated with a preservative and must have undergone a treatment process approved (stamped or otherwise marked as certified) by the American Wood Preservative Association.

B. Wood treated with Pentachlorophenol (PCP) must not be used in wetlands or surface waters.

C1. [Existing Marinas]

Wood treated with creosote may only be used until January 1, 2010.

Any unused creosote treated wood must be disposed of in accordance with section 27-2505 of the Environmental Conservation Law at a specially authorized facility. The burning of creosote treated wood is strictly prohibited.

C2. [New Marinas]

The use of creosote treated wood is prohibited both in the water and in the upland areas.

D. Chromated Copper Arsenate (CCA) pressure treated wood must be clean and free of CCA surface deposits. Wood with surface deposits must be washed for at least 5 minutes under running water prior to use. (Note the following condition for the handling of wash water.)

E. Any wood debris such as sawdust or wash water must not enter any water body, including wetlands, or protected buffer areas.

24. Stabilize Disturbed Areas All areas of soil disturbance resulting from this project shall be stabilized immediately following project completion or prior to permit expiration, whichever comes first. The approved methodologies are as follows:

- a. Stabilization of the entire disturbed area with appropriate vegetation (grasses, etc.).
- b. Stabilized as per specifications identified on approved plans.
- c. Temporarily stabilized with straw mulch or jute matting or other similar natural fiber matting within 1 week of final grading. Temporary stabilization shall be maintained until a mature vegetative cover is established.

25. Minimize Adverse Impacts to Wetlands, Wildlife, Water All work must be performed in a



manner which minimizes adverse impacts to wetlands, wildlife, water quality and natural resources.

26. No Interference With Navigation There shall be no unreasonable interference with navigation by the work herein authorized.

27. Prior Approval of Changes If the Permittee desires to make any changes in construction techniques, species to be planted, the site plan, any mitigation plan, scheduling or staging of construction, or any other aspect of this project, the Permittee shall submit a written request to the Regional Permit Administrator to make such proposed changes and shall not make such changes unless authorized in writing by the Department.

28. Failure to Meet Permit Conditions Failure of the permittee to meet all the conditions of this permit is a violation of this permit and grounds for an order to immediately cease the permitted activity at the project site.

WATER QUALITY CERTIFICATION SPECIFIC CONDITIONS

1. Water Quality Certification The NYS Department of Environmental Conservation hereby certifies that the subject project will not contravene effluent limitations or other limitations or standards under Sections 301, 302, 303, 306 and 307 of the Clean Water Act of 1977 (PL 95-217) provided that all of the conditions listed herein are met.

GENERAL CONDITIONS - Apply to ALL Authorized Permits:

1. Facility Inspection by The Department The permitted site or facility, including relevant records, is subject to inspection at reasonable hours and intervals by an authorized representative of the Department of Environmental Conservation (the Department) to determine whether the permittee is complying with this permit and the ECL. Such representative may order the work suspended pursuant to ECL 71- 0301 and SAPA 401(3).

The permittee shall provide a person to accompany the Department's representative during an inspection to the permit area when requested by the Department.

A copy of this permit, including all referenced maps, drawings and special conditions, must be available for inspection by the Department at all times at the project site or facility. Failure to produce a copy of the permit upon request by a Department representative is a violation of this permit.

2. Relationship of this Permit to Other Department Orders and Determinations Unless expressly provided for by the Department, issuance of this permit does not modify, supersede or rescind any order or determination previously issued by the Department or any of the terms, conditions or requirements contained in such order or determination.

3. Applications For Permit Renewals, Modifications or Transfers The permittee must submit a separate written application to the Department for permit renewal, modification or transfer of this permit. Such application must include any forms or supplemental information the Department requires.



Any renewal, modification or transfer granted by the Department must be in writing. Submission of applications for permit renewal, modification or transfer are to be submitted to:

Regional Permit Administrator
NYSDEC REGION 2 HEADQUARTERS
47-40 21ST ST
LONG ISLAND CITY, NY 11101 -5407

4. Submission of Renewal Application The permittee must submit a renewal application at least 30 days before permit expiration for the following permit authorizations: Excavation & Fill in Navigable Waters, Water Quality Certification, Tidal Wetlands.

5. Permit Modifications, Suspensions and Revocations by the Department The Department reserves the right to exercise all available authority to modify, suspend or revoke this permit. The grounds for modification, suspension or revocation include:

- a. materially false or inaccurate statements in the permit application or supporting papers;
- b. failure by the permittee to comply with any terms or conditions of the permit;
- c. exceeding the scope of the project as described in the permit application;
- d. newly discovered material information or a material change in environmental conditions, relevant technology or applicable law or regulations since the issuance of the existing permit;
- e. noncompliance with previously issued permit conditions, orders of the commissioner, any provisions of the Environmental Conservation Law or regulations of the Department related to the permitted activity.

6. Permit Transfer Permits are transferrable unless specifically prohibited by statute, regulation or another permit condition. Applications for permit transfer should be submitted prior to actual transfer of ownership.

NOTIFICATION OF OTHER PERMITTEE OBLIGATIONS

Item A: Permittee Accepts Legal Responsibility and Agrees to Indemnification

The permittee, excepting state or federal agencies, expressly agrees to indemnify and hold harmless the Department of Environmental Conservation of the State of New York, its representatives, employees, and agents ("DEC") for all claims, suits, actions, and damages, to the extent attributable to the permittee's acts or omissions in connection with the permittee's undertaking of activities in connection with, or operation and maintenance of, the facility or facilities authorized by the permit whether in compliance or not in compliance with the terms and conditions of the permit. This indemnification does not extend to any claims, suits, actions, or damages to the extent attributable to DEC's own negligent or intentional acts or omissions, or to any claims, suits, or actions naming the DEC and arising under Article 78 of the New York Civil Practice Laws and Rules or any citizen suit or civil rights provision under federal or state laws.



Item B: Permittee's Contractors to Comply with Permit

The permittee is responsible for informing its independent contractors, employees, agents and assigns of their responsibility to comply with this permit, including all special conditions while acting as the permittee's agent with respect to the permitted activities, and such persons shall be subject to the same sanctions for violations of the Environmental Conservation Law as those prescribed for the permittee.

Item C: Permittee Responsible for Obtaining Other Required Permits

The permittee is responsible for obtaining any other permits, approvals, lands, easements and rights-of-way that may be required to carry out the activities that are authorized by this permit.

Item D: No Right to Trespass or Interfere with Riparian Rights

This permit does not convey to the permittee any right to trespass upon the lands or interfere with the riparian rights of others in order to perform the permitted work nor does it authorize the impairment of any rights, title, or interest in real or personal property held or vested in a person not a party to the permit.

BATTERY PARK CITY ESPLANADE - COMPACTION GROUTING MANHATTAN, NEW YORK

PREPARED FOR

HUGH L. CAREY BATTERY PARK CITY AUTHORITY

PREPARED BY

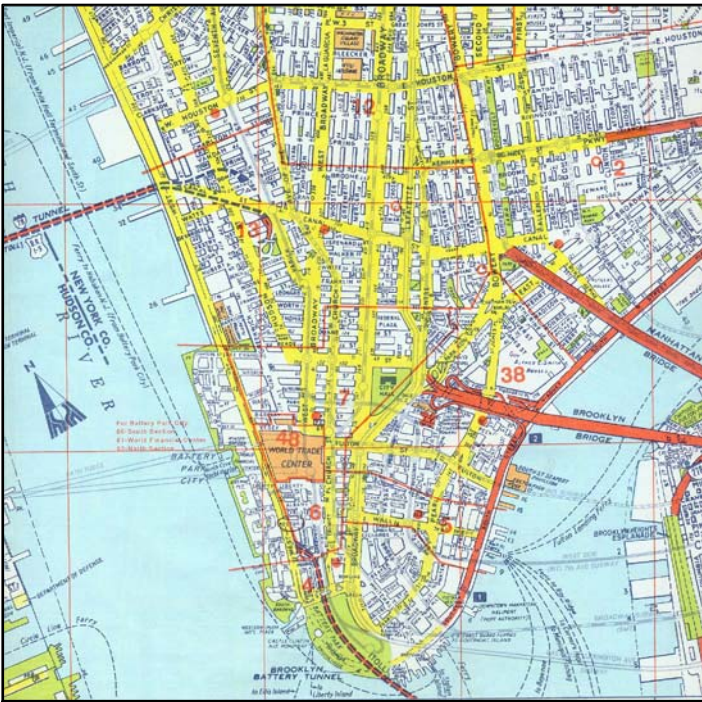
McLAREN ENGINEERING GROUP

OWNER

HUGH L. CAREY
BATTERY PARK CITY AUTHORITY
ONE WORLD FINANCIAL CENTER
NEW YORK, NEW YORK 10281

ENGINEER

McLAREN ENGINEERING GROUP
100 SNAKE HILL ROAD
WEST NYACK, NEW YORK 10994-0600



LOCATION MAP

DRAWING LIST

- TITLE SHEET
- G-1 GENERAL NOTES-I
 - G-2 GENERAL NOTES-II
 - G-3 SITE PLAN
 - 1.0 LOCATION 13 - PLAN
 - 1.1 LOCATION 13 - SURVEY PLAN - I
 - 1.2 LOCATION 13 - SURVEY PLAN - II
 - 1.3 LOCATION 13 - SECTIONS AND REPAIR DETAILS
 - 1.4 LOCATION 13 - REPAIR DETAILS



VICINITY MAP

1. ALL WORK SHALL CONFORM WITH ALL FEDERAL, STATE, COUNTY OR LOCAL CODES HAVING JURISDICTION OVER SUCH WORK. ANY DISCREPANCY SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER BEFORE PROCEEDING WITH THAT PORTION OF THE WORK.
2. CONTRACTOR IS SOLELY RESPONSIBLE FOR MEANS, METHODS, AND SAFETY OF WORK.
3. DIMENSIONS SHOWN ON THESE CONTRACT PLANS HAVE BEEN OBTAINED FROM LIMITED FIELD SURVEY AND MAY NOT ACCURATELY REFLECT ACTUAL FIELD CONDITIONS. ACCORDINGLY, THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAKING FIELD MEASUREMENTS OF ALL EXISTING STRUCTURES IMPACTED BY THE NEW WORK TO ASSURE CONSISTENCY WITH THE PROPOSED CONSTRUCTION PLANS; THAT IS THE CONTRACTOR SHALL FIELD VERIFY ACTUAL CONDITIONS, DIMENSIONS, CLEARANCES, ELEVATIONS, AND OTHER INFORMATION INDICATED IN THE DOCUMENTS PRIOR TO ORDERING ANY MATERIALS, COMMENCING ANY FABRICATIONS, OR PERFORMING ANY WORK. THE CONTRACTOR SHALL NOTIFY THE OWNERS REPRESENTATIVE OF ANY FIELD CONDITIONS WHICH MAY DIFFER FROM THAT REPRESENTED PRIOR TO COMMENCING WORK.
4. PRIOR TO COMMENCING WORK, THE CONTRACTOR SHALL SUBMIT ALL REQUIRED PERMITS FOR APPROVAL TO THE BATTERY PARK CITY PARK CONSERVENCY. THE CONTRACTOR SHALL ALSO VISIT THE SITE AND SHALL NOTIFY THE OWNER'S REPRESENTATIVE OF ANY UTILITIES, STRUCTURES, OR ANY OTHER ELEMENTS WHICH MAY IMPEDE WORK. UTILITY AND/OR STRUCTURE RELOCATIONS, IF NECESSARY, SHALL BE COORDINATED THROUGH THE OWNER'S REPRESENTATIVE AT NO ADDITIONAL COST.
5. PRIOR TO COMMENCING ANY WORK, THE CONTRACTOR SHALL SCHEDULE AND COORDINATE ALL WORK THROUGH THE OWNER'S REPRESENTATIVE AND ANY OTHER OCCUPYING TENANT WHO WILL BE AFFECTED BY REPAIR OPERATIONS. THE CONTRACTOR SHALL COORDINATE THE WORK SO AS TO MINIMIZE INTERRUPTIONS IN FACILITY OPERATIONS. (ACCESS AND EGRESS).
6. THE CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE OSHA REGULATIONS AND SAFETY PROCEDURES TO ENSURE PERSONNEL HEALTH AND SAFETY. THE CONTRACTOR MUST MAINTAIN A SAFE AND CLEAN WORKING ENVIRONMENT AND SHALL ASSURE PROPER PERSONAL EQUIPMENT AT ALL TIMES. IN AREAS WHERE PEDESTRIAN AND/OR VEHICULAR TRAFFIC MAY BE AFFECTED BY THE WORK, THE CONTRACTOR SHALL CORDON OFF THE WORK AREA.
7. THE CONTRACTOR SHALL EXERCISE EXTREME CARE TO PREVENT DAMAGE TO EXISTING STRUCTURES BY OR AS A RESULT OF HIS OPERATIONS. ANY DAMAGE RESULTING FROM THE CONTRACTOR'S OPERATIONS SHALL BE REPAIRED AS DIRECTED BY THE OWNER'S REPRESENTATIVE AT NO ADDITIONAL COST.
8. ALL DEBRIS AS A RESULT OF, OR IN THE IMMEDIATE VICINITY OF THE WORK SHALL BE RECOVERED AND PROPERLY DISPOSED OF BY THE CONTRACTOR AT NO ADDITIONAL COST.
9. THE CONTRACTOR SHALL PREVENT ANY CONSTRUCTION DEBRIS OR WASTE FROM FALLING INTO THE WATER.
10. CONTRACTOR'S STORAGE AREA: DUE TO THE SITE'S WATERFRONT LOCATION, ALL NECESSARY MEASURES SHALL BE TAKEN TO PREVENT BY ANY METHOD, OIL, CONSTRUCTION DEBRIS, STOCKPILED MATERIALS, AND OTHER MATERIALS ON THE SITE, FROM ENTERING THE WATERWAY. STAGING/LAYDOWN AREAS SHALL BE MINIMAL, AS APPROVED BY THE OWNER'S REPRESENTATIVE, SHALL BE RESTORED BY THE CONTRACTOR TO THE EXISTING CONDITION. IN ADDITION, THE CONTRACTOR SHALL REPLAC ALL DAMAGED MATERIALS AS A RESULT OF HIS OPERATIONS, TO THE SATISFACTION OF THE OWNER'S REPRESENTATIVE.
11. IT IS THE CONTRACTOR'S RESPONSIBILITY TO PROVIDE PROPER DESIGN DRAWINGS SIGNED AND SEALED FOR FALSEWORK, FORMWORK, STAGING, BRACING, SHEETING, SHORING, ETC. BY A LICENSED PROFESSIONAL ENGINEER REGISTERED IN THE STATE OF NEW YORK.

12. CONTRACTOR SHALL IMPLEMENT THOSE DIMENSIONS IDENTIFIED AS "MINIMUM" OR "MAXIMUM" AS INDICATED.
13. ALL REFERENCES IN THESE NOTES TO "ENGINEER" INDICATE THE ENGINEER OF RECORD WITH McLAREN ENGINEERING. ALL REFERENCES TO "OWNER" INDICATES THE HUGH L. CAREY BATTERY PARK CITY AUTHORITY.
14. ALL CONCRETE DESIGN MIXES SHALL BE SUBMITTED BY CONTRACTOR TO THE ENGINEER FOR REVIEW AND APPROVAL.
15. IN CASE OF CONTRADICTION BETWEEN THE DRAWINGS, THE SPECIFICATIONS, AND THE CODES, OR IF ANY CHANGE IS REQUIRED, THE CONTRACTOR SHALL INFORM THE ENGINEER IMMEDIATELY. NO CHANGE SHALL BE MADE BY CONTRACTOR WITHOUT WRITTEN APPROVAL OF THE ENGINEER.

SUBMITTALS:

THE CONTRACTOR SHALL SUPPLY ALL SUBMITTALS AS STATED IN THE PROJECT SPECIFICATIONS INCLUDING BUT NOT LIMITED TO:

1. SHOP DRAWINGS FOR THE FABRICATION, BENDING AND PLACEMENT OF ALL CONCRETE REINFORCEMENT STEEL.
2. SHOP DRAWINGS AND STRUCTURAL CALCULATIONS SIGNED AND SEALED BY A PROFESSIONAL ENGINEER REGISTERED IN THE STATE OF NEW YORK FOR THE METHOD OF SUPPORT, SPACING AND STABILIZATION OF FORMWORK FOR ALL CONCRETE REPAIR WORK.
3. SUPPLIER'S TECHNICAL PRODUCT DATA, INCLUDING SPECIFICATIONS AND INSTALLATION INSTRUCTIONS FOR THE CONCRETE REPAIR MATERIALS, EPOXY GROUT, CAULKING MATERIAL, JOINT MATERIAL, EXPANSION JOINT MATERIAL, STONE FACING, ASPHALT PAVERS, AND CEMENTITIOUS GROUT TO BE PLACED.
4. LABORATORY TEST REPORTS FOR CONCRETE MATERIALS AND MIX DESIGN INCLUDING:
 - A. PRELIMINARY DESIGN MIX TEST REPORTS (ACI-301) OR VERIFICATION OF MIX DESIGNS BASED ON STANDARD DEVIATION ANALYSIS. THE MIX DESIGN SUBMITTAL MUST BE SIGNED AND SEALED BY AN ENGINEER REGISTERED IN THE STATE OF NEW YORK.
 - B. AIR ENTRANIMENT TESTING (ASTM C173) FOR NORMAL AND LIGHTWEIGHT CONCRETE AND ASTM C231 FOR NORMAL WEIGHT CONCRETE.

PROJECT NO.		107664	
DATE	AS SHOWN		
CHECKED BY	10/15/10		
DRAWN BY	LCD		
INCHES	GFA		
DRAWING NO.			
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2	OF	9	SHTS

BONDING AGENTS FOR CONCRETE

1. WHERE FRESH CONCRETE IS TO BE POURED AGAINST PREVIOUSLY CURED CONCRETE, THE SURFACE OF THE EXISTING CONCRETE SHALL BE COATED WITH BONDING AGENT, SUCH AS A SIKADUR ARMATEC 110, OR APPROVED EQUIVALENT.
2. PRIOR TO APPLYING THE BONDING AGENT, PREPARE THE EXISTING CONCRETE SURFACE BY JET-BLASTING THE IMMEDIATE SURFACE TO REMOVE OIL, DEBRIS AND LOOSE CONCRETE. FOLLOW THE MANUFACTURER'S RECOMMENDATIONS FOR ADDITIONAL SURFACE PREPARATION REQUIREMENTS.

REINFORCING

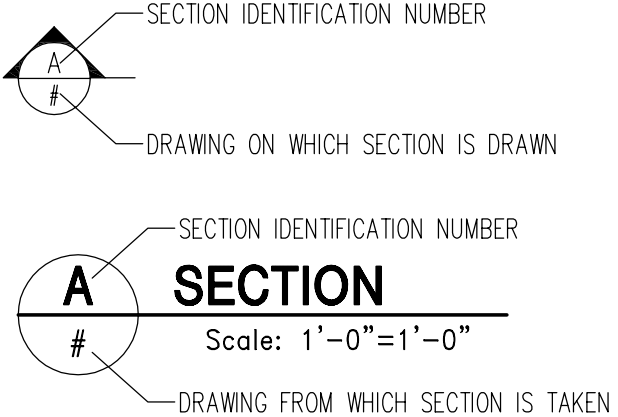
1. CONCRETE COVER MEASURED TO THE FACE OF THE REINFORCING BAR (INCLUDING TIES AND STIRRUPS) SHALL BE 3" UNLESS OTHERWISE INDICATED IN THE PLANS.
2. ALL REINFORCING BARS SHALL BE NEW BILLET STEEL CONFORMING TO ASTM A615, GRADE 60.
3. ALL SPLICE LENGTHS SHALL BE GREATER THAN OR EQUAL TO $36 \times$ REINFORCING BAR DIAMETER FOR #6 BARS AND SMALLER. ALL SPLICE LENGTHS SHALL BE GREATER THAN OR EQUAL TO $45 \times$ REINFORCING BAR DIAMETER FOR #7 BARS AND LARGER.
4. THE CONTRACTOR MAY SUBMIT LESSER SPLICE LENGTHS TO ENGINEER FOR REVIEW AND APPROVAL AT THE SAME TIME PROVIDING THE FOLLOWING INFORMATION:
 - A. DETAILS PREPARED AND SUBMITTED BY THE CONTRACTOR INDICATING LOCATION AND PROPOSED LAYOUT OF REBARS AND LENGTHS OF SPLICES.
 - B. WHERE THE SIZE AND NUMBER OF TIES PERMIT THE REDUCTION OF LAP LENGTH, THOSE BARS SHALL BE INDICATED ON THE DETAILS.
 - C. WHERE COMPUTED STRESS VALUES PERMIT THE REDUCTION OF LAP LENGTH, COMPUTATIONS SHALL BE SUBMITTED FOR REVIEW.
 - D. THE APPLICABLE SECTION OF THE ACI 318-02 CODE PERMITTING THE LESSER SPLICE LENGTH SHALL BE INDICATED ON THE SUBMITTED MATERIAL.
5. WHERE BARS OF DIFFERENT SIZES ARE TO BE SPICED, THE SPLICE LENGTH FOR ALL BARS SHALL BE THAT REQUIRED FOR THE LARGEST.
6. ALL WELDED WIRE MESH SHALL CONFORM TO ASTM 185.

CONCRETE

1. ALL CONCRETE WORK SHALL CONFORM TO REQUIREMENTS OF THE ACI BUILDING CODE REQUIREMENT FOR STRUCTURAL CONCRETE (318-05).
2. ALL CONCRETE SHALL BE AIR ENTRAINED, $6\% \pm 1.5\%$ BY VOLUME, FOR 3/4" COARSE AGGREGATE. NO CARBONACEOUS AGGREGATES SHALL BE USED.
3. ALL CONCRETE SHALL BE MIXED, TRANSPORTED AND PLACED IN ACCORDANCE WITH ACI STANDARDS 318 AND 304.
4. FOLLOW ACI STANDARD 211.1 FOR MIXING WATER REQUIREMENTS.
5. ALL CONCRETE SHALL HAVE COMPRESSIVE STRENGTH $F_c' = 4000$ PSI AT 28 DAYS WITH A MAXIMUM W/C RATIO OF 0.45 UNLESS NOTED OTHERWISE ON SCHEDULES OR NOTES.
6. MAXIMUM CONCRETE SLUMP SHALL BE 4", PRIOR TO THE ADDITION OF PLASTICIZING ADMIXTURES.
7. TEST CYLINDERS SHALL BE TAKEN FROM THE MIXER IN ACCORDANCE WITH ASTM C172 AND THE PROJECT SPECIFICATIONS.
8. CONSTRUCTION JOINTS SHALL BE NO MORE THAN 40 FT. ON CENTER, UNLESS OTHERWISE NOTED.

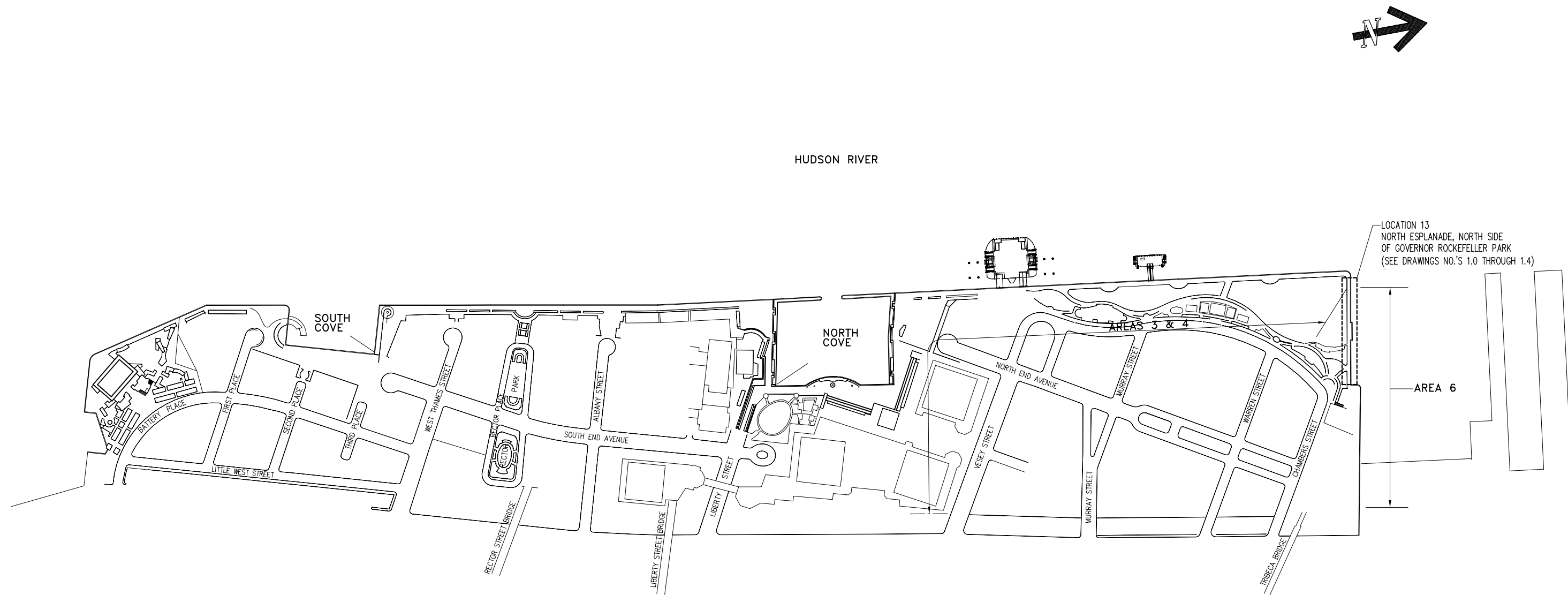
ITEM DESCRIPTION	UNIT	QUANTITY
ALL WORK EXCEPT COMPACTION GROUTING	L.S.	1
COMPACTION GROUTING	C.Y.	195

LEGEND



PROJECT	 McLaren ENGINEERING GROUP		NO.	DATE	BY
	E-mail: nmgmclaren@nmgmclaren.com 100 Snake Hill Road, West Nyack, NY 10994 Tel. (845) 353-6400 Fax. (845) 353-6509				
	BATTERY PARK CITY ESPLANADE - COMPACTION GROUTING MANHATTAN, NEW YORK				
	SHEET TITLE				
	GENERAL NOTES - II				
PROJECT NO.	107664		NO.	DATE	BY
SCALE	AS SHOWN				
DATE	10/15/10				
DRAWN BY	LCD				
CHECKED BY	GFA				
DRAWING NO.			<div style="text-align: center;"> <h1>G-2</h1> <div> <div>3</div> <div>OF</div> <div>9</div> </div> </div>		

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OVERALL SITE PLAN

SCALE: 1"=175'

NOTE: AREA DESIGNATIONS TAKEN FROM AS-BUILT "BATTERY PARK CITY"
DRAWINGS DEVELOPED BY MUESER, RUTLEDGE, WENTWORTH, AND
JOHNSTON CONSULTING ENGINEERS, DATED JUNE 17, 1974.



LOCATION 13
NORTH ESPLANADE, NORTH SIDE
OF GOVERNOR ROCKEFELLER PARK
(SEE DRAWINGS NO.'S 1.0 THROUGH 1.4)

—AREA 6

[illegible]

E-Mail: ingmclaren@ingmclaren.com
100 Snake Hill Road, West Nyack, NY 10994
Tel. (845) 353-6400 Fax. (845) 353-6509

**BATTERY PARK CITY
ESPLANADE - COMPACTION
GROUTING**
MANHATTAN, NEW YORK

SHEET TITLE

SITE PLAN

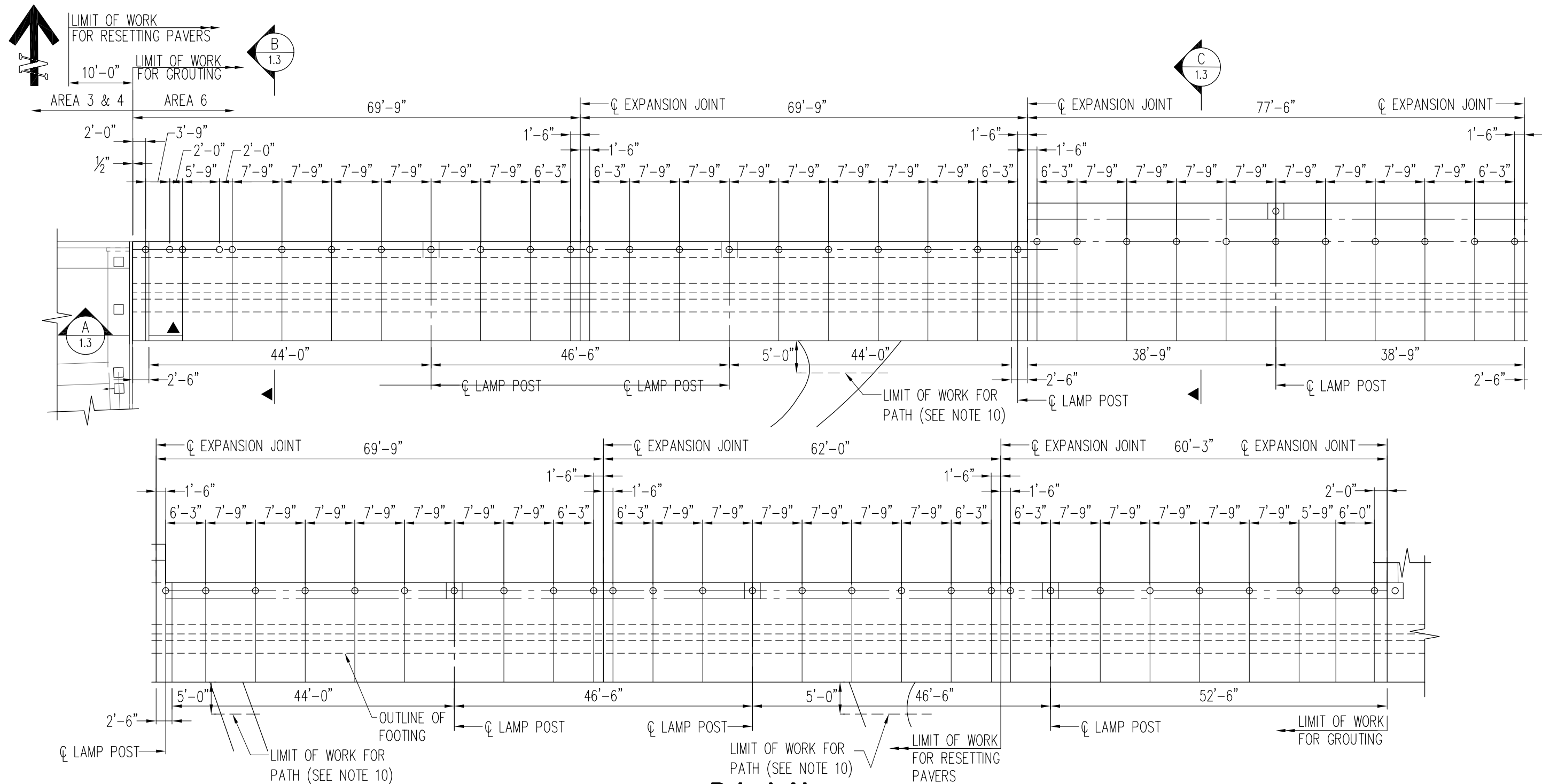
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DATE	10/15/10
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AWING NO.

G-3

4 OF 9 SHTS

FILE NAME: Q:\Cadd\1071664\Working\Contract\Location 13.dwg PLOT TIME: Fri, 15 Oct 2010 - 10:13am LAST SAVE: Fri, 15 Oct 2010 - 10:03am BY: Jssg



PLAN

SCALE: 1/16" = 1'-0"

NOTES:

- CONTRACTOR SHALL COORDINATE MPT THROUGH THE BATTERY PARK CITY PARK CONSERVENCY. EQUIPMENT SHALL BE MOVED UPON REQUEST TO ALLOW FOR EMERGENCY ACCESS AND SHALL NOT EXCEED 700 PSF.
- COMPACTION GROUT SHALL BE INSTALLED AS SHOWN ON DRAWING NO. 1.3.
- ALL PAVERS SHOWN WITHIN THE LIMIT OF WORK SHALL BE REMOVED AND RESET. LIMIT OF WORK SHALL ALSO INCLUDE PATHS SHOWN ABOVE.
- SLAB IN AREA 6 SHALL BE DEMOLISHED AS SHOWN ON DRAWING NO. 1.3, REINFORCEMENT SHALL BE LEFT IN PLACE.
- EXPANSION JOINT BETWEEN AREA 3 & 4 AND AREA 6 SHALL BE REMOVED AND REPLACED WITH A COMPRESSIBLE JOINT FILLER.
- CONSTRUCT NEW CONCRETE SLAB ADJACENT TO EXPANSION JOINT.
- NEW BEDDING MATERIAL SHALL BE APPLIED, COMPACTED, AND SLOPED TOWARDS THE HUDSON RIVER, SEE DWG. NO. 1.4.
- PAVERS SHALL BE RESET.
- ALL PAVERS THAT ARE DAMAGED DURING REMOVAL, TRANSPORTATION, OR DURING RESETTING SHALL BE REPLACED BY THE CONTRACTOR AT NO ADDITIONAL COST.
- PAVERS WITHIN PATH AREA SHALL BE RESET TO MATCH THE ELEVATION SHOWN ON DWG. NO. 1.4 ON THE NORTH AND MATCH THE ELEVATION OF THE PAVERS SOUTH OF THE LIMIT OF WORK.

PROJECT NO.		107664	
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DATE		10/15/10	
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SHTS		5 OF 9	

107664/LOCATION13

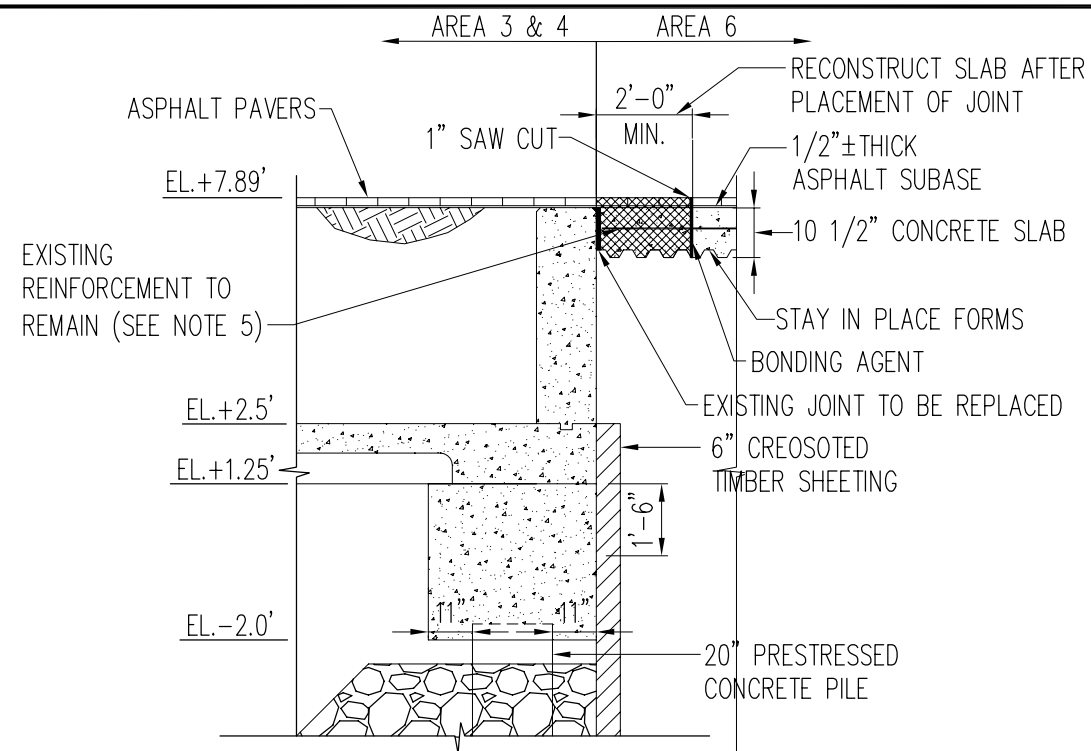
McLaren
ENGINEERING GROUP
Email: mymclaren@mcclaren.com
100 State Hill Road, West Nyack, NY 10994
Tel. (845) 353-8400 Fax. (845) 353-8609

PROJECT
**BATTERY PARK CITY
ESPLANADE - COMPACTION
GROUTING**
MANHATTAN, NEW YORK

SHEET TITLE
**LOCATION 13 -
PLAN**

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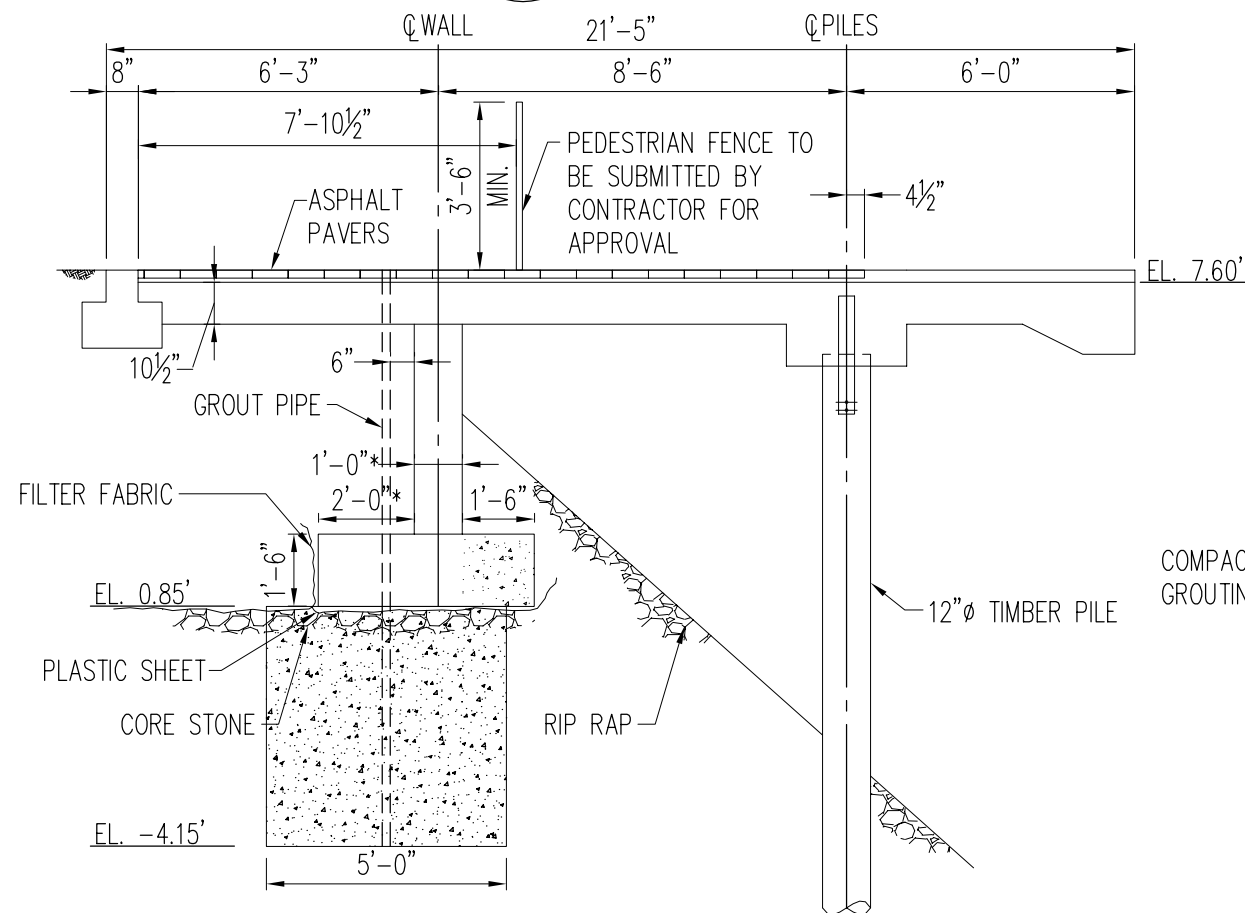
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A SECTION

1.0

Scale: 1/4"=1'-0"

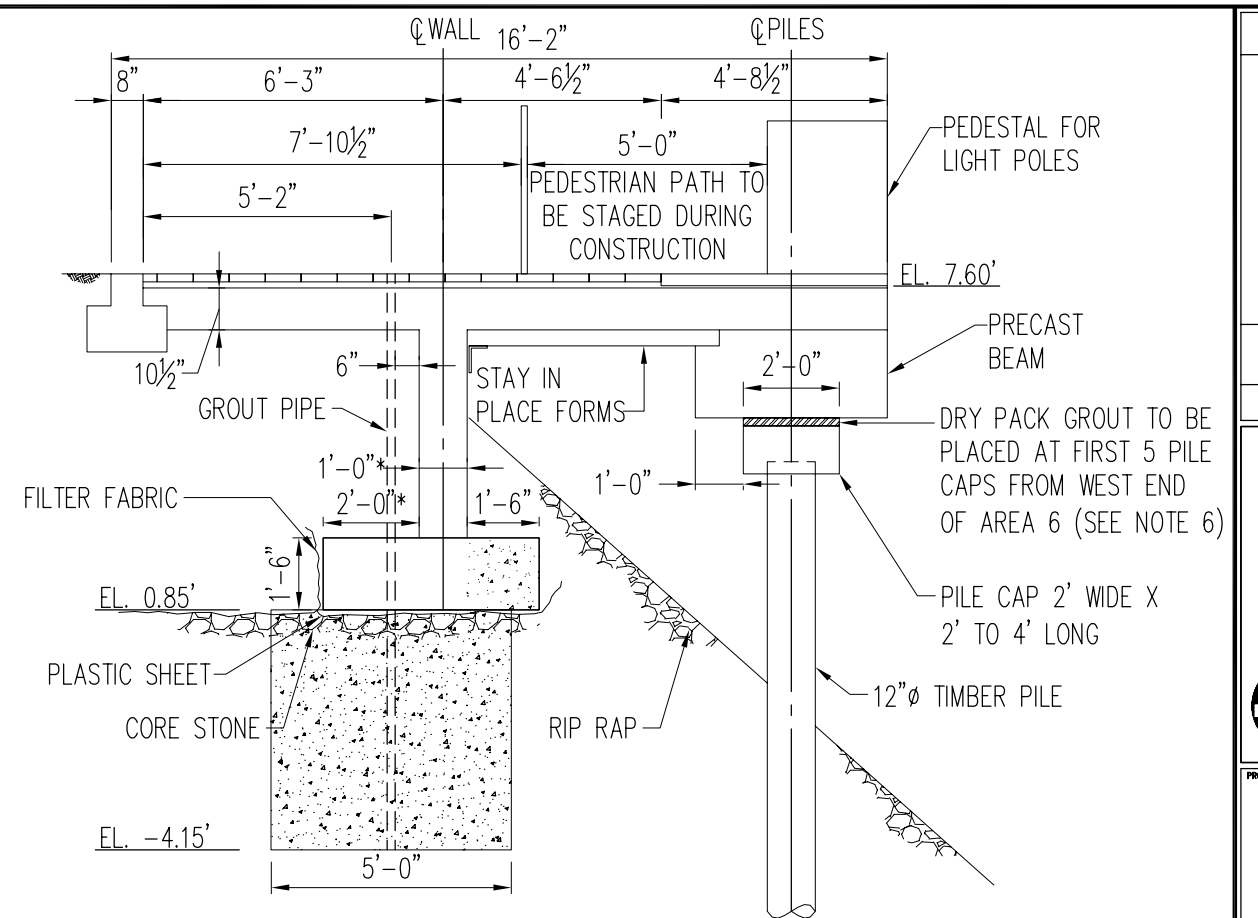


B SECTION

1.0

Scale: 1/4"=1'-0"

* FROM CONTRACT DRAWINGS. COULD NOT BE VERIFIED IN THE FIELD

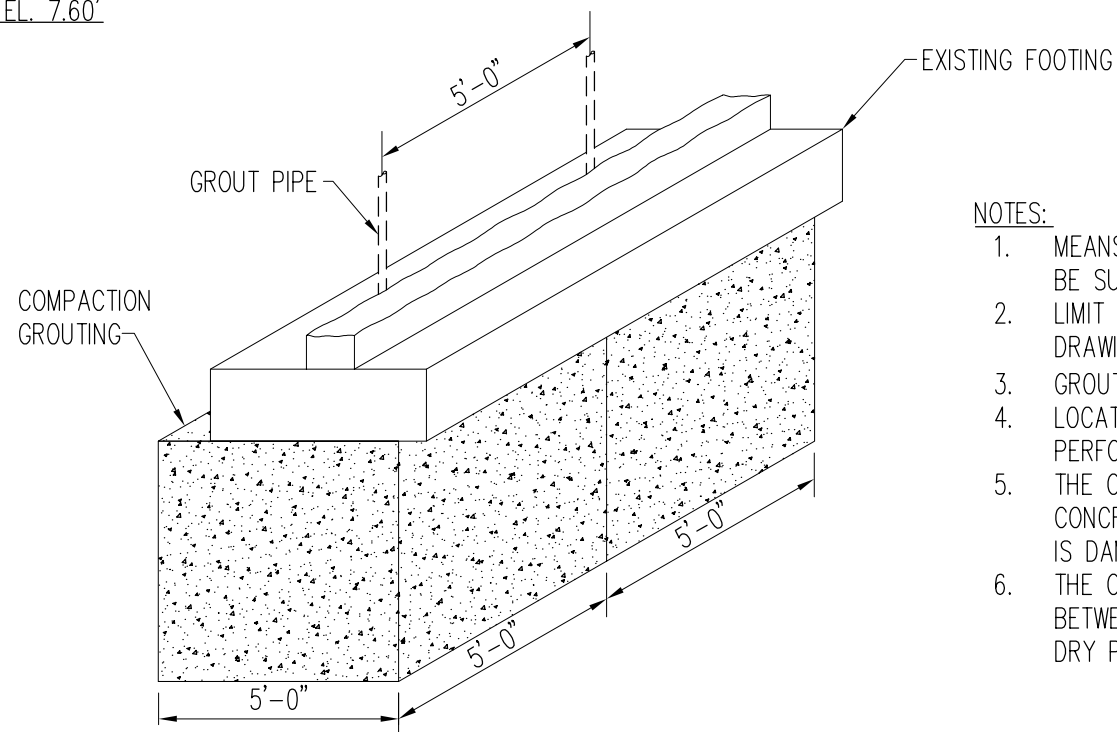


C SECTION

1.0

Scale: 1/4"=1'-0"

* FROM CONTRACT DRAWINGS. COULD NOT BE VERIFIED IN THE FIELD



NOTES:

1. MEANS AND METHODS FOR COMPACTION GROUTING SHALL BE SUBMITTED TO ENGINEER FOR APPROVAL.
2. LIMIT OF WORK FOR COMPACTION GROUTING IS SHOWN ON DRAWING NO. 1.0.
3. GROUT INJECTION HOLES @ 5'-0" ON CENTER.
4. LOCATIONS AT WHICH COMPACTION GROUTING IS PERFORMED SHALL BE PLATED AT THE END OF EACH DAY.
5. THE CONTRACTOR SHALL INSTALL DOWELS IN THE CONCRETE SLAB WHENEVER THE EXISTING REINFORCEMENT IS DAMAGED.
6. THE CONTRACTOR SHALL PRESSURE INJECT THE VOID BETWEEN THE PILE CAP AND PRECAST BEAM WHENEVER DRY PACK GROUT IS NOT FEASIBLE.

PRESSURE INJECTED GROUT REPAIR

SCALE: 1/4" = 1'-0"

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PROJECT NO.	107664
SCALE	AS SHOWN
DATE	10/15/10
DRAWN BY	LCD
CHECKED BY	GFA
DRAWING NO.	1.3

McLaren
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E-mail: mcmclaren@mcclaren.com

**BATTERY PARK CITY
ESPLANADE - COMPACTION
GROUTING**
MANHATTAN, NEW YORK

**LOCATION 13 -
SECTIONS AND
REPAIR DETAILS**

1.3
8 OF 9 SHTS

CONSULTANT AGREEMENT

between

HUGH L. CAREY BATTERY PARK CITY AUTHORITY

and

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

Dated as of **[DATE]**

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

([PROJECT NAME])

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EXHIBIT A - SCOPE OF WORK

EXHIBIT B - RATES [if applicable]

EXHIBIT C - FORM OF TIME SHEET [if applicable]

EXHIBIT D - HUGH L. CAREY BATTERY PARK CITY AUTHORITY PROMPT PAYMENT POLICY

EXHIBIT E - MONTHLY UTILIZATION COMPLIANCE REPORTS

CONSULTANT AGREEMENT

AGREEMENT (the “Agreement”) made as of [DATE] between BATTERY PARK CITY AUTHORITY, d/b/a HUGH L. CAREY BATTERY PARK CITY AUTHORITY, (the “Owner”), a body corporate and politic, constituting a public benefit corporation, having a place of business at One World Financial Center, 24th Floor, New York, New York 10281, and [NAME OF COMPANY], incorporated in the State of [STATE], having an office at [Street, City, State, zip code] (the “Consultant”).

W I T N E S S E T H:

WHEREAS, Owner has fee title to certain real property located in the City, County and State of New York, generally known as Battery Park City; and

WHEREAS, Owner has developed Battery Park City, in individual parcels, with the goal of 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, Owner intends to retain the services of Consultant to perform [describe services to be performed] (the “Project”), and Consultant desires to perform such services for Owner.

NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties hereby agree as follows:

1. Scope of Work

Consultant shall perform the services described in the Scope of Work attached hereto as Exhibit A (the “Work”). All Work shall be completed in accordance with the requirements furnished to Consultant by Owner, and shall be completed to Owner’s satisfaction.

2. Time for Performance

Consultant shall perform the Work as expeditiously as is consistent with professional skill and the orderly progress of the Work, and in accordance with any schedule set forth in the attached Scope of Work. If a schedule approved by Owner is incorporated into this Agreement, said schedule shall not be exceeded by Consultant, except for reasonable cause. The term of this Agreement shall begin [DATE] (the “Commencement Date”) and shall terminate not later than [DATE] (the “Expiration Date”) (such period from the Commencement Date to the Expiration Date is referred to herein as the “Term”) unless this Agreement is otherwise terminated as hereinafter provided. Consultant shall complete the Scope of Work on or before [DATE], unless the time for performance of the Work is extended by written agreement of Consultant and Owner.

3. Compensation

(a) Owner shall pay, and Consultant agrees to accept as full compensation for all Work performed under this Agreement, the not-to-exceed amount of [\$\$\$\$\$] (the “Fee”), paid in

accordance with the rates (the “Rates”) attached hereto as Exhibit B. The Fee includes any and all reimbursable expenses, which shall not exceed [\$\$\$\$\$] (the “Reimbursable Amount”), incurred by Consultant in performing the Work.

(b) Any reimbursable expenses shall be paid in accordance with Owner’s standard policies for reasonable expenses actually incurred by Consultant in connection with the performance of the Work. Consultant shall submit copies of receipts or other supporting documentation for any qualifying expenses incurred.

(c) Consultant shall submit monthly requests for payment to Owner that shall:

(i) include the name, address, and telephone number of Consultant;

(ii) be accompanied by time sheets, in substantially the form provided in Exhibit C (“Form of Time Sheet”), attached hereto and made part hereof, containing a description of the work performed and indicating hours worked in each billing category; and

(iii) reference the project for which services were rendered.

(d) Owner shall pay Consultant no later than the 30th calendar day (excluding holidays) following Owner’s receipt of a Proper Invoice (pursuant to, and as such term is defined in Owner’s Prompt Payment Policy, a copy of which is attached hereto and made part hereof as Exhibit D). Any item(s) of Work indicated in any Exhibit hereto as attributable to a specific phase of the Work that is not performed during the specified phase shall not be compensated by Owner, but payment for any such items of Work shall remain available to Consultant if, with Owner’s advance approval, such Work is actually performed during a subsequent phase of the Work, subject to the provisions of this Article 3 and Owner’s approval of any request for payment. Owner may withhold from any payment an amount equal to any costs or damages incurred by Owner as a result of Consultant’s negligence or breach of this Agreement.

(e) All requests for payment should be addressed as follows:

Office of the Treasurer
Battery Park City Authority
d/b/a Hugh L. Carey Battery Park City Authority
One World Financial Center, 24th Floor
New York, NY 10281-1097
Attn.: Accounts Payable

A duplicate copy is to be sent to the attention of [PROJECT MANAGER, TITLE].

4. Increase and Decrease in the Scope of Consultant’s Work

Owner shall have the right to make changes to, increase or reduce the scope of Work, or extend the Term or any date set forth in the schedule referenced in Section 2 *supra*, at any time and for any reason, upon written notice to Consultant specifying the nature and extent of such changes. If Consultant believes that any work it has been directed to perform by Owner is beyond

the scope of Work set forth in this Agreement and constitutes extra work, Consultant shall so notify Owner within ten (10) business days. Owner shall determine whether or not such work is in fact beyond the scope of the Work and is considered extra work. If Owner determines that such work constitutes extra work to Consultant or any Subconsultant (as defined in Section 25 of this Agreement), Owner will pay Consultant any additional reimbursable expenses approved pursuant to Owner's policy for reimbursable expenses, and such additional compensation only as mutually agreed in writing by Owner and Consultant at the time of such change.

5. Consultant Cooperation

(a) Consultant shall work with such firms or individuals as Owner shall designate from time to time in connection with the Work, and agrees to meet with such firms or individuals at such times as Owner may require in order to maintain an ongoing review process so as to expedite determinations and approvals required to be made in connection with the Work.

(b) Consultant shall render any assistance that Owner may require with respect to any claim or action arising from or in any way relating to Consultant's services during or subsequent to the Term of this Agreement, including, but not limited to, review of claims, preparation of technical reports and participation in negotiations, both before and after Consultant has completed performance of the Work under this Agreement and without any additional compensation therefor.

6. Termination

(a) *Termination for Convenience.* Owner, at any time, may terminate this Agreement in whole or in part. Any such termination shall be effected by mailing or delivering to Consultant a written notice of termination specifying the extent to which performance of the Work under this Agreement is terminated and the date upon which such termination becomes effective. Upon receipt of the notice of termination, Consultant shall act promptly to minimize any expenses resulting from said termination. Owner shall pay Consultant the costs actually incurred by Consultant, including any Fee for Work actually and satisfactorily performed up to the effective date of the termination, but in no event shall Consultant be entitled to compensation in excess of the total consideration of this Agreement. In the event of such a termination, Owner may take over the Work and prosecute same to completion by contract or otherwise, and may take possession of and utilize such work product, materials, appliances, and plant as may be on the site and necessary or useful to complete the Work. Except as otherwise provided herein, all of Owner's liability hereunder shall cease and terminate as of the effective date specified in such notice of termination.

(b) *Termination for Cause.* Owner may terminate this Agreement for cause if:

(i) Consultant shall fail to diligently, timely and expeditiously perform any of its obligations as set forth in the Agreement;

(ii) Any representation or warranty made or deemed to have been made under this Agreement by Consultant shall prove to be untrue in any material respect;

(iii) Consultant shall make a general assignment for the benefit of its creditors, or a receiver or trustee shall have been appointed on account of Consultant's insolvency, or Consultant

otherwise shall be or become insolvent, or an order for relief shall have been entered against Consultant under Chapter 7 or Chapter 11 of Title 11 of the United States Code;

(iv) a breach of any covenant or agreement contained in Section 16 of this Agreement or any other section of this Agreement shall occur; or

(v) Consultant otherwise shall be in default hereunder;

by serving written notice upon Consultant of Owner's intention to terminate this Agreement. Such notice shall state: (1) the reason(s) for Owner's intention to terminate the Agreement, and (2) the effective date of termination, to be not less than three (3) calendar days after the date of the notice of termination. If Consultant shall fail to cure the reason(s) for termination or make arrangements satisfactory to Owner on or before the effective date of termination, this Agreement shall terminate on the date specified by Owner in the notice of termination. In the event of any such termination, Owner may take over the Work and prosecute same to completion by contract or otherwise, for the account and at the expense of Consultant, and Consultant shall be liable to Owner for all costs incurred by Owner by reason of said termination. In the event of such termination, Owner may take possession of and utilize such work product, materials, appliances, and plant as may be on the site and necessary or useful to complete the Work. Upon Owner's completion of the Work following a termination for cause, Consultant shall be entitled to such amount of the Fee that has not theretofore been paid to Consultant and that shall compensate Consultant for all Work actually and satisfactorily performed by it up to the date of termination, provided, however, that Owner shall deduct from any amount all additional costs and expenses that Owner may incur over those which Owner would have incurred in connection with the Work if Owner had not so terminated this Agreement for cause. Nothing contained in this Agreement shall limit in any manner any and all rights or remedies otherwise available to Owner by reason of a default by Consultant under this Agreement, including, without limitation, the right to seek full reimbursement from Consultant for all costs and expenses incurred by Owner by reasons of Consultant's default hereunder and which Owner would not have otherwise incurred if Consultant had not defaulted hereunder.

(c) Upon any termination of this Agreement in accordance with the provisions of this Section 6, Consultant shall, with respect to the Work which is the subject of such termination:

(i) discontinue all its services from and after the date of the notice of termination, except to attempt to cure any reason(s) for termination or as may be required to complete any item or portion or services to a point where discontinuance will not cause unnecessary waste of duplicative work or cost;

(ii) cancel, or if so directed by Owner, transfer to Owner all commitments and agreements made by Consultant relating to the Work, to the extent same are cancelable or transferable by Consultant;

(iii) transfer to Owner in the manner, to the extent, and at the time directed by Owner, all work product, supplies, materials and other property produced as a part of, or acquired in the performance of the Work; and

(iv) take other actions as Owner may reasonably direct.

(d) In the event that Consultant, having been terminated, thereafter obtains a determination, in a judicial or other action or proceeding, that such termination was unwarranted, without basis, or invalid for any reason, then the termination shall be deemed to have been one for the convenience of Owner and Consultant shall be entitled to be reimbursed and paid as provided in Subsection 6(b) but to no other payments or damages.

7. Suspension

Owner may, at any time and for any reason, order Consultant in writing to suspend, delay or interrupt performance of all or any part of the Work for a reasonable period of time as the Owner may determine. Upon receipt of a suspension order, Consultant shall, as soon as practicable, cease performance of the Work as ordered and take immediate affirmative measures to protect such Work from loss or damage. Consultant specifically agrees that such suspension, delay or interruption of the performance of Work pursuant to this Section 7 shall not increase the cost of performance of the Work of this Agreement. Owner may extend the Term or any date set forth in schedule referenced in Section 2 *supra*, to compensate Consultant for lost time due to suspension, delay or interruption, and such time extension shall be Consultant's sole compensation for same. Consultant shall resume performance of such Work upon the date ordered by Owner.

8. Assignment

Consultant shall not assign the Agreement in whole or in part without Owner's prior written consent; however, Owner may assign the Agreement in whole or in part without Consultant's prior written consent.

9. Ownership of Documents

(a) All material specifically prepared for the Project and excluding any intellectual property already owned by Consultant that is furnished by Consultant or any Subconsultants (including but not limited to all film, video, or digital assets, Hypertext Markup Language ("HTML") files, JavaScript files, flash files, etc.) in connection with the Work shall be deemed Works Made for Hire and become the sole property of Owner. Consultant shall provide a tangible copy of the Work to Owner in any form(s) to be specified by Owner. Such materials may be used by Owner, in whole or in part, or in modified form, for any and all purposes Owner may deem desirable without further employment of, or payment of any additional compensation to Consultant. Consultant hereby acknowledges that whatever participation Consultant has, or will have, in connection with any copyrightable subject matter that is the subject of the Work is and shall be deemed Work Made for Hire on behalf of the Owner and that the Owner shall be the sole owner of the Work, and all underlying rights therein, worldwide and in perpetuity. In the event that the Work, or any portion thereof, does not qualify or is deemed not to be Work Made for Hire, Consultant hereby irrevocably transfers and assigns to the Owner all of Consultant's right, title and interest, throughout the world, in and to the Work, including, without limitation, all of Consultant's right, title and interest in the copyrights to the Work, including the unrestricted right to make modifications, adaptations and revisions to the Work and hereby waives any so-called "moral rights" with respect to the Work. Consultant grants to Owner a royalty free, worldwide perpetual, irrevocable, nonexclusive license

to reproduce, modify, and publicly display the Work.

(b) Any plans, drawings, or specifications prepared by or on behalf of Consultant for the Project shall become property of Owner, and Consultant may not use same for any purpose not relating to the Project without Owner's prior written consent. Consultant may retain such reproductions of plans, drawings or specifications as Consultant may reasonably require. Upon completion of the Work or the termination of this Agreement, Consultant shall promptly furnish Owner with a complete set of original record prints. All such original materials shall become property of Owner who may use them, without Consultant's permission, for any proper purpose including but not limited to additions or completion of the Project.

10. Insurance [as applicable]

(a) Consultant shall carry the following insurance:

(i) Workers' Compensation and New York State Disability Benefit Insurance covering all persons employed or retained by Consultant in connection with the Work, as required by New York State Law.

(ii) Professional Liability Insurance with limits of liability in amounts not less than [\$\$\$\$], insuring Consultant and any of its respective officers, directors, stockholders, partners and employees for liability arising out of the carrying out of Consultant's professional responsibilities for the Work. All such professional liability policies shall include coverage for contractual liability, including the matters set forth in Section 17 of this Agreement. All policies shall be subject to a deductible of not more than [\$\$\$\$] per claim. The maximum permitted self-insured retention shall be [\$\$\$\$], or an amount approved by Owner in writing.

(iii) Commercial General Liability Insurance with contractual, products and completed operations coverages issued to and covering the liability of Consultant for all the Work and operations relating thereto and all obligations assumed by Consultant under this Agreement, with a combined single limit for Bodily Injury, Personal Injury and Property Damage of at least [\$\$\$\$] per occurrence and [\$\$\$\$] in the aggregate. Said insurance shall, where applicable, be written on an occurrence basis. The limit may be provided through a combination of primary and umbrella/excess liability policies. The coverage shall provide and encompass at least the following:

(A) An endorsement naming Owner, Battery Park City Parks Conservancy Corporation, the State of New York, and such other entities as identified by Owner, as additional insureds ("Additional Insureds").

(B) The policy or policies must be endorsed to be primary as respects the coverage afforded the Additional Insureds and such policy or policies shall be primary to any other insurance maintained by Owner. Any other insurance maintained by Owner shall be excess of and shall not contribute with Consultant's insurance, regardless of the existence of any "other insurance" clause contained in Owner's own policy or policies of insurance.

(iv) Automobile Liability and Property Damage Insurance covering the use in connection with the Work of all owned, leased, hired, and non-owned vehicles bearing, or under the circumstances under which such vehicles are used are required to bear license plates by the Motor Vehicle Laws of the State of New York, with a combined single limit for Bodily Injury and Property Damage of at least [\$\$\$\$\$] per occurrence.

(v) Employer's Liability Insurance, during the Term for the benefit of such employees as are required to be insured by the applicable provisions of law and voluntary compensation for employees excluded from statutory benefits. Employer's Liability Insurance and benefits resulting from disease shall not be less than an annual aggregate amount of [\$\$\$\$\$] for each consecutive 12-month period.

(vi) Valuable Papers Insurance covering, for the benefit of Consultant and BPCA all documents used under this Agreement by Consultant or any Subconsultant in a total amount of not less than [\$\$\$\$\$]. Consultant may furnish full coverage using one policy or may submit separate policies from the Subconsultants for their proportionate shares of such coverage.

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

(viii) If the Work involves the removal, repair, installation or testing of underground petroleum storage tanks, or petroleum remediation operations, or the performance of work or services related to excavation, loading, transporting or unloading of hazardous or contaminated materials, Contractor shall provide Contractors Professional Liability Insurance with a limit of [\$\$\$\$\$]. Coverage shall provide and encompass the following:

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

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

(ix) Excess Liability Insurance with an aggregate limit of not less than [\$\$\$\$\$].

(b) All required insurance shall be maintained with responsible insurance carriers authorized to do business in the State of New York and rated at least B+ by A.M. Best and Company, or meet such other requirements as are acceptable to Owner, and shall be approved by Owner. Upon execution of this Agreement and before commencing any performance hereunder, Consultant shall deposit with Owner the original policies of insurance, or certificates therefor, bearing notations or accompanied by other evidence satisfactory to Owner of the payment of all premium payments thereunder. **Such policies or certificates shall be delivered to [insert name], Executive Assistant, at Owner's place of business, immediately upon signing this Agreement.** Thereafter, certification of all premium payments shall be deposited with Owner not less than ten (10) days before the expiration dates of the policies. Submission of a policy or certificate of insurance with Owner shall constitute a warranty by Consultant that the insurance coverage described is in effect for the policy term shown.

(c) Riders providing substantially as follows shall be made a part of the insurance policies described in Subsection 10(a) hereof, as applicable:

(i) the policy shall not be canceled or terminated, or the coverage thereof materially reduced, until thirty (30) days after receipt of written notice thereof by certified or registered mail, return receipt requested addressed to Owner; and

(ii) violation of any of the terms of the policy, or any other policy issued by the Company, shall not by itself invalidate such policy.

(d) The insurance policies required by this Section 10 shall be kept in full force and effect for the periods specified hereunder:

(i) Workers' Compensation Insurance and New York State Disability Benefits Insurance shall be kept in force until receipt of final payment by Consultant hereunder. This Agreement shall be void and of no force or effect unless, in compliance with the Workers' Compensation Law, Consultant shall secure Workers' Compensation Insurance for such of their respective employees engaged in the performance of the Work as are required to be insured under said law.

(ii) Professional Liability Insurance shall be kept in force for the earlier of three (3) years after the completion of the performance of the Work hereunder or termination of this Agreement. If the insurance policy provided pursuant to Section 10(a)(ii) above shall be canceled or not renewed, Consultant shall purchase at its sole expense an extended discovery clause covering the period of three years after Work under this Agreement is completed.

(e) Should Consultant engage any Subconsultant(s), the same conditions as are applicable to Consultant under this Section 10 shall apply to each Subconsultant of every tier. However, Consultant shall keep Subconsultant's certificates of insurance on file, and shall produce same upon demand by Owner.

(f) Should Consultant fail to provide or maintain any insurance required by this Agreement, Owner may, at its sole discretion, after providing verbal notice to Consultant, purchase any insurance required under this Agreement and charge back such purchase to Consultant.

(g) At any time that the coverage provisions and limits on the insurance policies required under this Agreement do not meet the provisions and limits set forth above, Consultant shall immediately cease work on the Project. Consultant shall not resume work on the Project until authorized to do so by Owner. Any delay or time lost as a result of Consultant not having the insurance required under this Section 10 shall not entitle Consultant to receive additional compensation or a time extension.

(h) Notwithstanding any other provisions in this Section 10, Owner may require Consultant to provide, at Owner's expense, any other form or limit of insurance necessary to secure Owner's interests.

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

(j) Neither the procurement nor the maintenance of any type of insurance by Owner and Consultant shall in any way be construed or deemed to limit, discharge, waive or release Consultant from any of the obligations and risks accepted by Consultant, or be a limitation on the nature or extent of said obligations and risks.

(k) Consultant shall not violate, or permit to be violated, any term or condition of its insurance policies, and shall at all times satisfy Owner's safety requirements and any requirements of the insurance companies issuing such policies. Consultant shall take every reasonable precaution against injuries to persons or damage to property, and for the safety of persons engaged in performing the Work or doing any work in connection with the Project. Consultant shall establish and maintain safety procedures in connection with the Work as required by the New York labor law and regulations of the Occupational Safety and Health Act, as applicable.

11. Authority of Owner

The Work shall be subject to the general supervision, direction, control and approval of Owner or its authorized representative(s), whose decision shall be final and binding upon Consultant as to all matters arising in connection with or relating to this Agreement. Owner shall determine all matters relative to the fulfillment of this Agreement on the part of Consultant and such determination shall be final and binding on Consultant.

12. Entire Agreement

This Agreement, including all Exhibits hereto, constitutes the entire Agreement between Owner and Consultant, and any prior agreements or understandings between Owner and Consultant with respect to any portion of the Work are hereby merged into and with this Agreement.

13. Consultant as Independent Contractor

Notwithstanding any other provision of this Agreement, Consultant's status shall be that of an independent contractor and not that of a servant, agent or employee of Owner. Accordingly, Consultant shall not hold itself out as, nor claim to be acting in the capacity of, an officer, agent, employee or servant of Owner.

14. Maintenance, Audit and Examination of Accounts

Consultant shall, until the earlier of six (6) years after completion of the performance of

the Work or six (6) years after termination of this Agreement, maintain, and require all Subconsultants to maintain, complete and correct books and records relating to all aspects of Consultant's obligations hereunder, including without limitation, accurate cost and accounting records specifically identifying the costs incurred in performing their respective obligations, and shall make such books and records available to Owner or its authorized representatives for review and audit at all such reasonable times as Owner may request. In the event that Consultant and/or any Subconsultants shall fail to comply with the provisions of this Section 14, and as a result thereof shall be unable to provide reasonable evidence of such compliance, Owner shall not be required to pay any portion of the Fee and Reimbursable Expenses then due or next becoming due, as the case may be, with respect to such items, and if such compensation has already been paid, Owner may require Consultant to refund any such payment made. Any excessive audit costs incurred by Owner due to Consultant's or any Subconsultant's failure to maintain adequate records shall be borne by Consultant.

15. Acceptance of Final Payment; Release and Discharge

Final payment shall be made to Consultant upon satisfactory completion and acceptance by Owner of the Work required under this Agreement, or all Work performed prior to the termination of this Agreement if terminated pursuant to Section 6 hereof, and upon submission of a certification that all Subconsultants have been paid their full and agreed compensation. The acceptance by Consultant of the final payment under this Agreement, or any final payment due upon termination of this Agreement under Section 6 hereof, shall constitute a full and complete waiver and release of Owner from any and all claims, demands and causes of action whatsoever that Consultant, and/or its successors and assigns have, or may have, against Owner under the provisions of this Agreement, unless a detailed and verified statement of claim is served upon Owner prior to the date final payment is tendered by Owner. It is expressly understood and agreed that Owner's or Consultant's termination of this Agreement pursuant to Section 6 hereof shall not give rise to any claim against Owner for damages, compensation or otherwise as a result of such termination, and that under such circumstances Owner's liability to make payments to Consultant on account of any and all Work shall be limited to the payments set forth in Section 6 hereof.

16. Covenants, Representations and Warranties

(a) Consultant represents and warrants to Owner that:

(i) no public official is directly or indirectly interested in this Agreement, or in the supplies, materials, equipment, work, labor or services to which it relates or in any of the profits thereof;

(ii) except as set forth in this Agreement, Consultant has, and shall have, no interest, direct or indirect, in the Project to which the Work relates; and

(iii) to the best of its knowledge, upon due inquiry, no officer, member, partner or employee of Consultant has, prior to the date of this Agreement, been called before a grand jury, head of a state agency, head of a city department or other city agency to testify in an investigation concerning any transaction or contract had with the State of New York, any political subdivision thereof, a public authority, or with any public department, agency or official of the State of New

York of or any political subdivision thereof, and refused to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract.

(b) Consultant covenants and agrees that:

(i) recognizing that time for completion of the Work is of the essence, Consultant shall perform all of its obligations hereunder in a prompt and workmanlike manner and in accordance with the time periods for the Work set forth herein;

(ii) the personnel assigned and any Subconsultant(s) used by Consultant in the performance of the Work hereunder shall be qualified in all respects for such assignment, employment and use;

(iii) Consultant, in the performance of the Work, shall utilize the most efficient available methodology and technology for the purpose of reducing the cost and time of such performance;

(iv) Consultant shall comply with the provisions of all Federal, State and local statutes, laws, rules, ordinances and regulations that are applicable to the performance of this Agreement;

(v) should any claim be made or any action be brought against the Owner that is in any way related to the Work, Consultant shall diligently render to Owner any and all assistance specified in Section 5 of this Agreement that may be required by Owner as a result thereof; and

(vi) Consultant shall not commit its personnel to, nor engage in, any other projects during the term of this Agreement to the extent that such projects may adversely affect the quality or efficiency of the Work or would otherwise be detrimental to the conduct and completion of the Work, and Consultant shall provide sufficient numbers of qualified personnel as shall be required to perform the Work in the time requested by Owner. Consultant shall comply with any reasonable request by Owner to remove and/or replace any of Consultant's personnel from the Project.

(c) The parties make mutual representations that to the best of their knowledge that any materials provided by either party for inclusion in the Work shall not infringe upon the copyright or trademark of any third party.

17. Indemnity

(a) Consultant shall be liable to, and shall indemnify Owner, each Member, officer, agent and employee of Owner for, and shall hold each of the foregoing harmless from and against, any and all claims, losses, damages, expense, penalties, costs or other liabilities, including, without limitation, attorneys' fees, costs, disbursements and interest, arising out of the performance of the Work or Consultant's breach of this Agreement, including but not limited to any of the provisions set forth in Section 16 hereof, and Consultant agrees that it shall defend any suit or action brought against Owner or any Member, officer, agent or employees of Owner that is based on any loss or liability or alleged loss or liability indemnified herein.

(b) Consultant shall be liable to, and shall indemnify Owner and each of the Members, officers, agents and employees of Owner for, and shall hold each of the foregoing harmless from and against, any and all claims made against any of the foregoing for infringement of any copyright, trademark or patent arising out of the use of any plans, designs and specifications furnished by Consultant in the performance of this Agreement.

18. Confidentiality

Consultant hereby agrees that data, recommendations, reports and other materials developed in the course of the Work are strictly confidential between Consultant and Owner and except as specifically provided herein, Consultant may not at any time reveal or disclose such data, recommendations or reports in whole or in part to any third party without first obtaining written approval from Owner.

19. Modification

No modification, amendment, change, termination or attempted waiver of any of the provisions of this Agreement shall be binding unless in writing and signed by the party to be bound.

20. Waiver

Except as otherwise provided in Section 15 of this Agreement, the parties may waive any of their rights hereunder without invalidating this Agreement or waiving any other rights hereunder, provided, however, that no waiver of, or failure to enforce or exercise any provision of this Agreement shall affect the right of any party thereafter to enforce such provisions or to exercise any right or remedy in the event of any other breach or default, whether or not similar.

21. Severability

If any term or provision of this Agreement or the application thereof to any person or entity, or circumstance shall, to any extent, be determined to be invalid or unenforceable, the remaining provisions of this Agreement, or the application of such terms or provisions to persons, entities or circumstances other than those as to which it is held to be invalid or unenforceable, shall in no way be affected thereby and each term or provision of this Agreement shall be valid and binding upon the parties, and enforced to the fullest extent permitted by law.

22. New York Law/Forum Selection/Jurisdiction

This Agreement shall be construed under, and 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. Consultant, any guarantor of the performance of its obligations hereunder (“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 Consultant and any successor at Consultant’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 two days after such process is so mailed.

23. Provisions Required by Law

Each and every provision of law and clause required by law to be included in this Agreement shall be deemed to be included herein, and this Agreement shall read and shall be enforced as though such provision(s) and/or clause(s) were so included.

24. Notices

Any notice, approval, consent, acceptance, request, bill, demand or statement required or permitted to be given hereunder (a "Notice") from either party to the other shall be in writing and shall be deemed given when received by overnight mail or when deposited with the United States Postal Service in a postage prepaid envelope, certified or registered mail, addressed to the other party at the addresses set forth above. If to Owner, Notices shall be sent to the attention of **[HEAD OF DEPARTMENT]**, with copies to the **[President & Chief Operating Officer and the General Counsel]** **[EITHER OR BOTH, AS APPLICABLE]**, and if to Consultant, Notices shall be sent to the attention of **[NAME]**, **[TITLE]**. Either party may at any time change such address or add additional parties to receive a Notice by mailing, as aforesaid, to the other party a Notice thereof.

25. Approval and Use of Subconsultants

(a) Except as specifically provided herein, Consultant shall not employ, contract with or use the services of any consultants, contractors or other third parties (collectively, "Subconsultants") in connection with the performance of its obligations hereunder without the prior written consent of Owner to the use of each such Subconsultant, and to the agreement to be entered into between Consultant and any such Subconsultant. Consultant shall inform Owner in writing of any interest it may have in a proposed Subconsultant. No such consent by Owner, or employment, contract, or use by Consultant, shall relieve Consultant of any of its obligations hereunder.

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

(c) The fees of any Subconsultant retained by Consultant to perform any part of the Work required under this Agreement shall be deemed covered by the compensation stipulated in Section 3 above. Consultant shall pay its Subconsultants in full the amount due them from the proportionate share of each requisition for payment submitted by Consultant and paid by Owner. Consultant shall make payment to its Subconsultants no later than seven (7) calendar days after receipt of payment from Owner. Consultant shall indemnify, defend and hold Owner harmless with respect to any claims against Owner based upon Consultant's alleged failure to make

payments to Subconsultants for Work under this Agreement.

(d) Upon the request of Owner, Consultant shall cause any Subconsultant employed by the Consultant in connection with this Agreement to execute a copy of this Agreement, wherein such Subconsultant 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 Subconsultants.

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 Consultant’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 consultants 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 that the Consultant 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 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 York and is independently owned and operated.

(i) “Subcontract.” An agreement providing for a total expenditure in excess of \$25,000 for the performance of any portion of the Work between 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.

(j) “Utilization Plan.” A plan previously submitted by Consultant to Owner that sets forth the proposed percentages of employees who are either Minority Group Members or women and who will be used by Consultant 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 that is independently owned and operated.

26.2. Equal Employment Opportunities for Minority Group Members and Women

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

(1) Consultant 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 of diversity to ensure that Minority Group Members and women are afforded equal employment opportunities without discrimination; 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, Consultant 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 Consultant's obligations herein.

(3) Consultant 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) Consultant and any Subconsultant 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) Consultant shall submit an EEO policy statement to Owner within seventy-two hours of notice from Owner of the awarding of this contract to Consultant. If Consultant does not have an existing EEO policy statement, Owner may provide to Consultant a model statement.

(6) For purposes of providing meaningful participation by MBE/WBE's for the Work and achieving the goals established herein, Consultant and its Subconsultants should reference the directory of New York State Certified MBE/WBE's found at the following internet address: <http://www.esd.ny.gov/mwbe.html>.

Additionally, Consultant and its Subconsultants are encouraged to contact the Division of Minority and Woman Business Development at (518) 292-5250, (212) 803-2414, or (716) 846-8200, to discuss additional methods of maximizing participation by MBE/WBE's on the Work.

(7) Where MBE/WBE goals have been established herein, Consultant must document "good faith efforts," pursuant to 5 NYCRR §142.8, to provide

meaningful participation by MBE/WBE's as Subconsultants or suppliers in the performance of the Work.

(b) Consultant shall include the provisions of subdivision (a) of this section in every Subcontract in such a manner that the provisions will be binding upon each Subconsultant as to the Work in connection with this Agreement's execution.

(c) Miscellaneous provisions:

(1) The provisions of this section shall not be binding upon Consultant or its Subconsultants in the performance of any other 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.

(d) 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 pursuant thereunder.

26.3. Workforce Participation

(a) Consultant is required to make good faith efforts to achieve the participation of [PERCENTAGE] percent ([##]%) Minority Group Members and [PERCENTAGE] percent ([##]%) women in the personnel utilized by Consultant in the Work as set forth in the Utilization Plan.

(b) To ensure compliance with this Section, Consultant 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. Consultant 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) Consultant 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, Consultant is required to make good faith efforts to find and employ qualified Minority Group Members and women supervisory personnel and staff.

(f) Consultant 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, Consultant shall report on the names of its Subconsultants then engaged on the Project to which the Work relates or which within 60 days are scheduled to be engaged on such Project, on the nature of the work and anticipated schedule of Consultant and Subconsultants, on the anticipated hiring needs of Consultant and Subconsultants, on the names of the responsible supervisors directly employed by Consultant, and such information requested by Owner that will then promote the employment of Minority Group Members and women. Consultant shall use its best efforts to obtain the above information and shall, upon Owner's request, cause its Subconsultants 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 Consultant submit Utilization Compliance Reports for the duration of this contract to Owner regarding Consultant'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 Subconsultant involved in the performance of the contract with regard to the Subconsultant'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 Subconsultants by ethnic background, gender or such other categories as may be required by Owner;

(ii) the actions the Consultant and Subconsultants have taken to meet the components of the Diversity Program;

(iii) how Consultant and Subconsultants 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 Subconsultant's compliance, may be deemed a breach of contract with respect to this agreement.

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

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

Enterprise (WBE) Participation

(a) Consultant shall make good faith efforts to attain the participation of [PERCENTAGE] percent ([##]%) MBEs and/or [PERCENTAGE] percentage ([##]%) WBEs 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 Consultant -- the dollar value of the Work subcontracted to MBEs and WBEs; provided, however, that where materials are purchased from an MBE and WBE that 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 that will accrue as profit to the MBE or WBE and/or the Fee received by the MBE and WBE shall be included;

(2) if Consultant 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) that are to accrue to the MBE and WBE joint venturer(s) under the joint venture agreement; and

(3) if an MBE and WBE is Consultant or where Consultant 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 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. Consultant 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 that shall be submitted to the Diversity Department on the 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 that Consultant 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 Consultant by each certified MBE and WBE and the scheduled dates for performance;

(iii) a statement of whether Consultant has a written agreement with each certified MBE and WBE that Consultant 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 Consultant to each certified MBE and WBE as of the date the MBE/WBE Compliance Report was submitted.

(d) Consultant shall provide Owner with MBE/WBE and/or Workforce Monthly Utilization Reports, by the last calendar day of each month, in the form of Exhibit E hereto. Failure to provide such reports shall be an event of default of contractor's obligations pursuant to this Section.

(e) Consultant 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 this Section.

26.5 Failure to Comply

(a) In accordance with 5 NYCRR §142.13, Consultant acknowledges that if it is found to have willfully and intentionally failed to comply with the MBE/WBE participation goals set forth herein or any other requirements set forth in this Article 27, such finding constitutes a breach of contract and Owner may withhold payment from the Consultant 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 MBE/WBE programmatic goals and Diversity and Equal Opportunity compliance.

27. Responsibility

(a) Consultant shall at all times during the Term of this Agreement remain responsible. Consultant agrees, if requested by Owner or Owner's designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.

(b) Owner or Owner's designee, in its sole discretion, reserves the right to suspend any or all activities under this Agreement, at any time, when it discovers information that calls into question Consultant's responsibility. In the event of such suspension, Consultant will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, Consultant must comply with the terms of the suspension order. Activity under the Agreement may resume at such time as Owner or its designee issues a written notice authorizing a resumption of performance under the Agreement.

(c) Upon written notice to Consultant, and a reasonable opportunity to be heard with appropriate officials or staff of Owner, this Agreement may be terminated by Owner or Owner's designee at Consultant's expense where Consultant is determined by Owner or its designee to be non-responsible. In such event, Owner or its designee may complete the contractual requirements in any manner it deems advisable, and pursue available legal or equitable remedies for breach.

28. Interest of Others

Nothing in this Agreement shall be construed to give any person other than Owner and Consultant any legal or equitable right, remedy or claim. This Agreement shall be held to be for the sole and exclusive benefit of Owner and Consultant.

29. Executory Contract

It is understood by and between the parties hereto that this Agreement shall be deemed executory to the extent of the monies available to Owner and no liability on account thereof shall be incurred by Owner beyond monies available for the purpose thereof. In no event shall any claim be asserted under this Agreement by Consultant or any Subconsultant against any member,

officer, employee, lessee, consultant or agent of Owner or the State of New York. By execution of this Agreement, Consultant agrees to look solely to Owner with respect to any claim that may arise.

30. Participation in International Boycott Prohibited

Consultant agrees, as a material condition of this Agreement, that neither Consultant 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 forfeited 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.

31. MacBride Fair Employment Principles

If the amount payable to Consultant under this Agreement is greater than \$15,000, Consultant 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 interest 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 the New York State Finance Law, and shall permit independent monitoring of their compliance with such Principles.

32. Limitation Periods

Any legal action or proceeding against Owner must be commenced no later than one (1) year after the earlier of: (a) the termination of this Agreement, or (b) the last day Consultant performed work physically at the site of the Work.

33. Iran Divestment Act

By signing this Agreement, each person and each person signing on behalf of any other party certifies, and in the case of a joint bid or partnership each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each person is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law.

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

Owner reserves the right to terminate this Agreement in the event it is found that the certification filed by Consultant pursuant to New York State Finance Law §139-k was intentionally false or intentionally incomplete. Upon such finding, Owner may exercise its termination right by providing written notification to the Consultant in accordance with the written notification terms of this contract.

35. Comptroller's Approval

If this Agreement is considered an eligible contract as defined by Title 2 of NYCRR Part 206, 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 "eligible" as defined by Title 2 of NYCRR Part 206, 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 (1) awarded on a single-source basis, sole-source basis or pursuant to any other method of procurement that is not a competitive procurement OR (2) supported in whole or part with funds appropriated from the Community Projects Fund (007).

36. Binding Contract

A binding contract between the parties shall exist only if and at such time as both parties have executed this document.

37. Counterparts

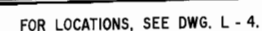
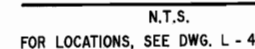
This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one instrument, but the Agreement shall not be deemed effective unless signed by all parties.

38. Section Headings

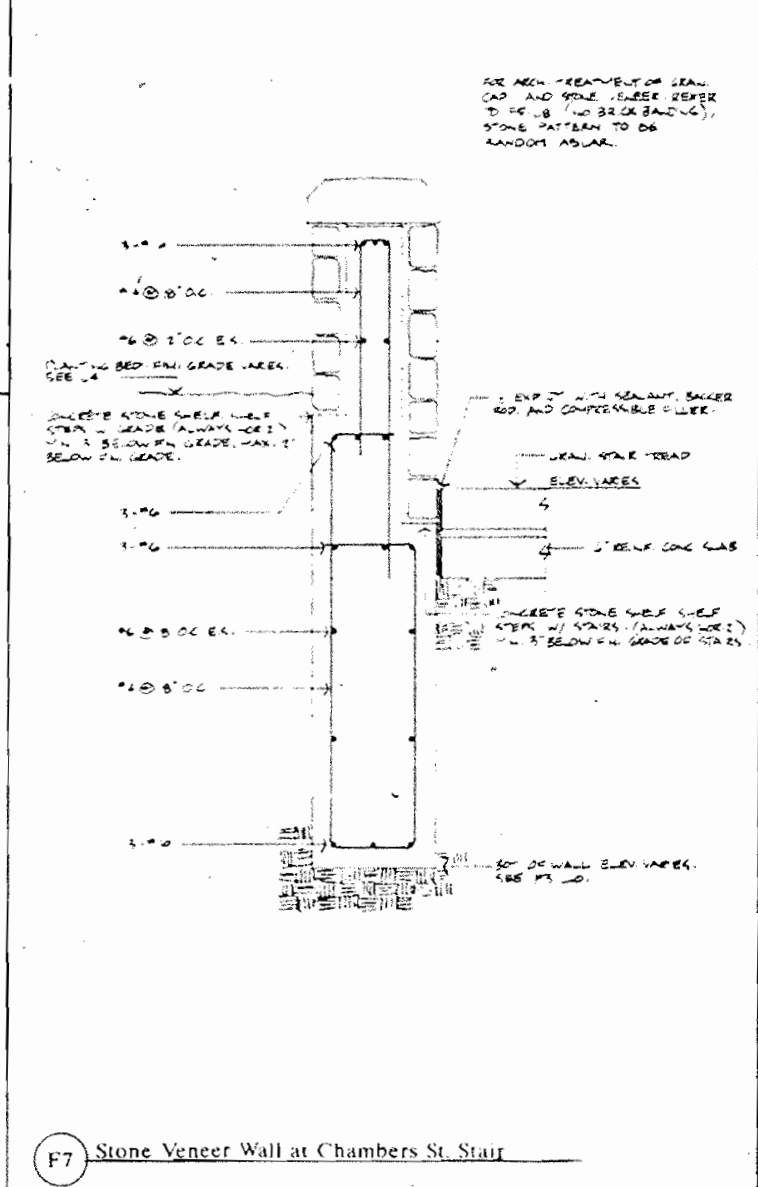
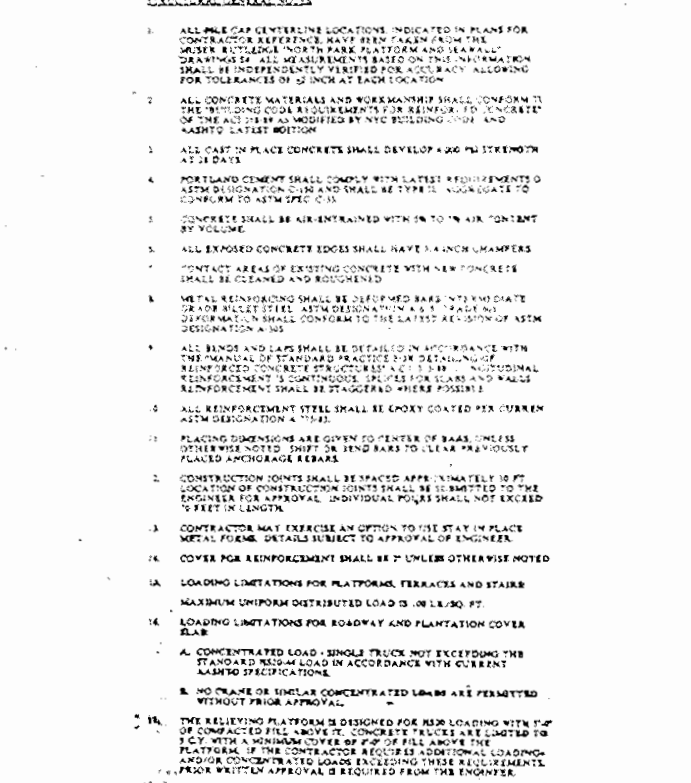
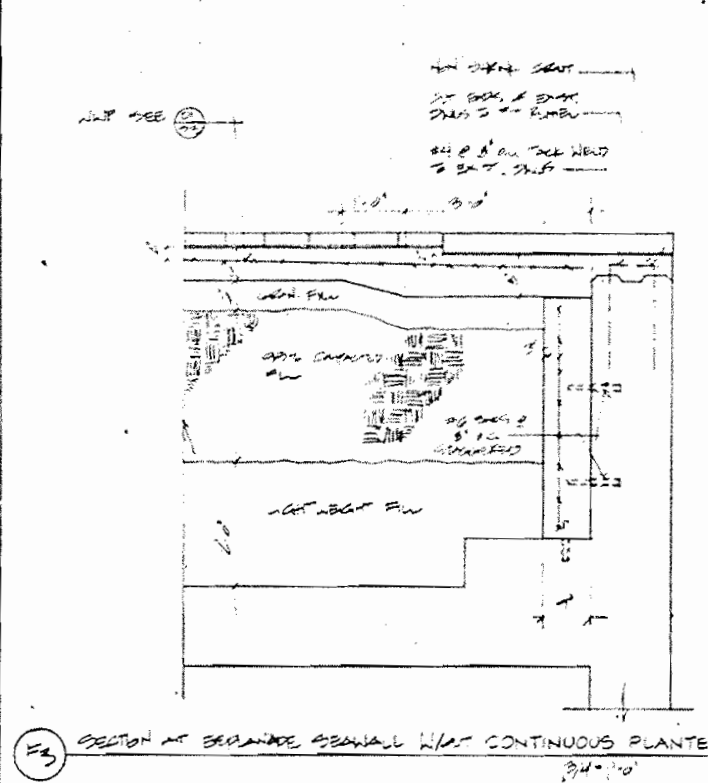
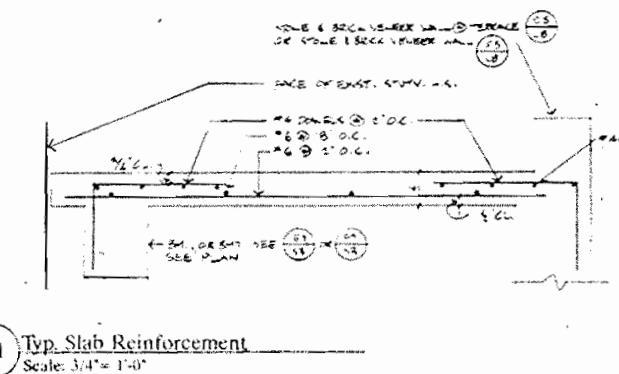
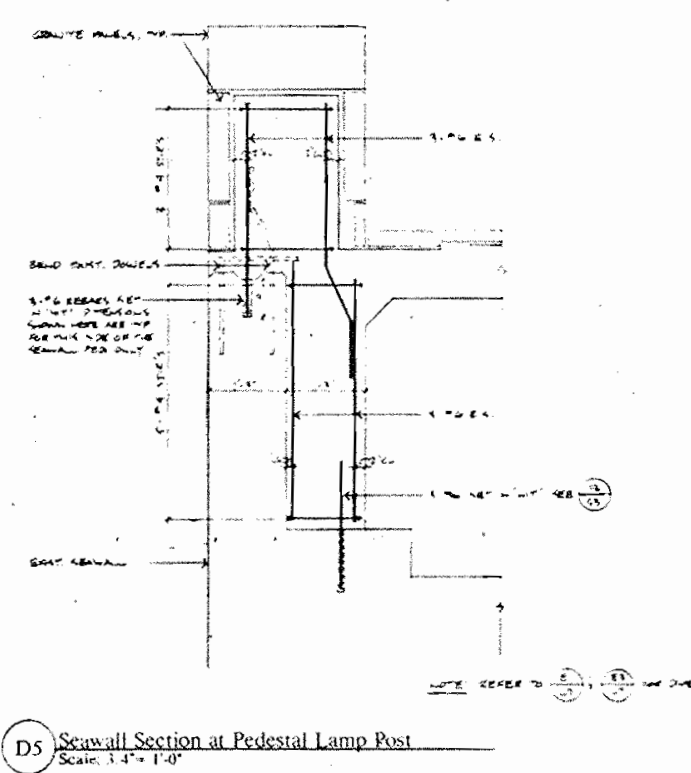
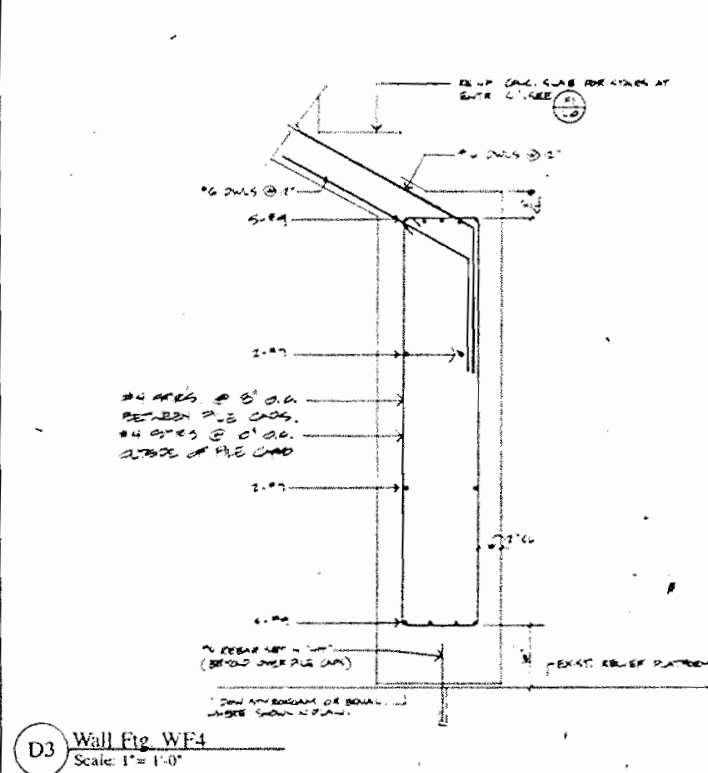
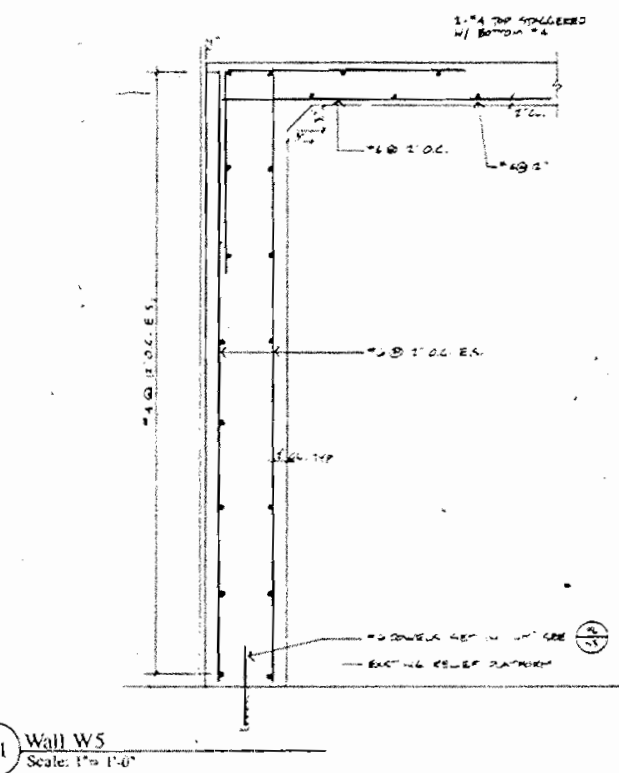
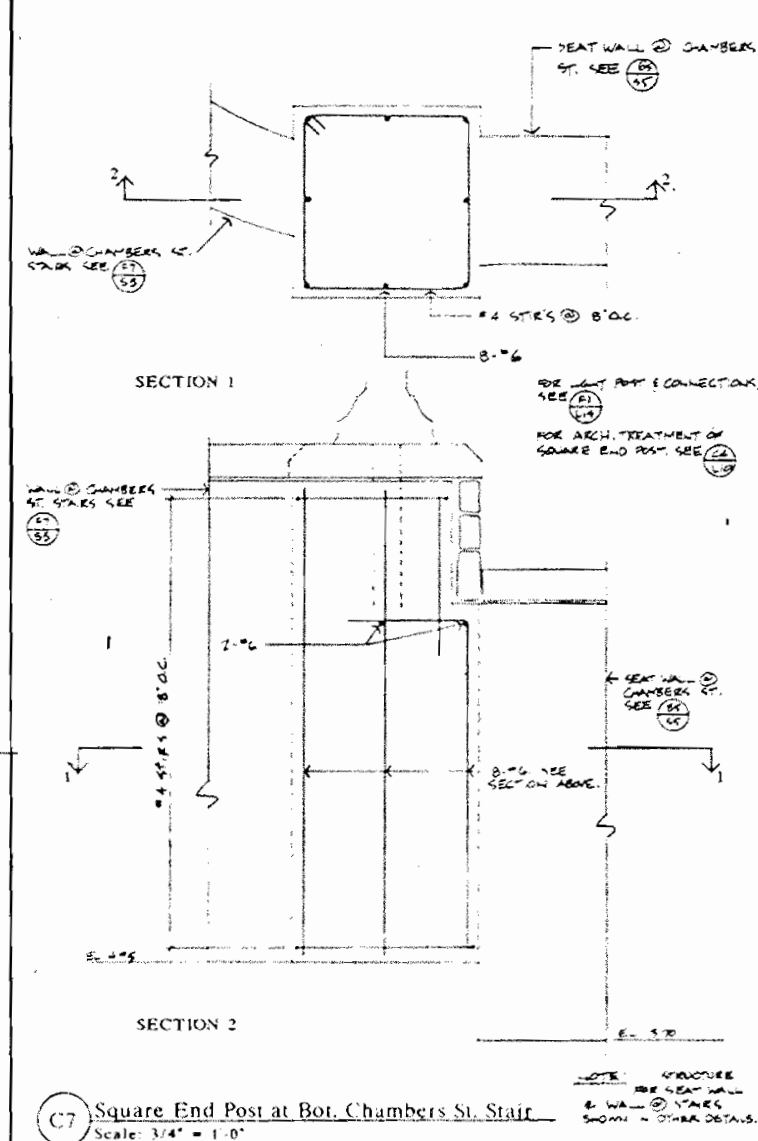
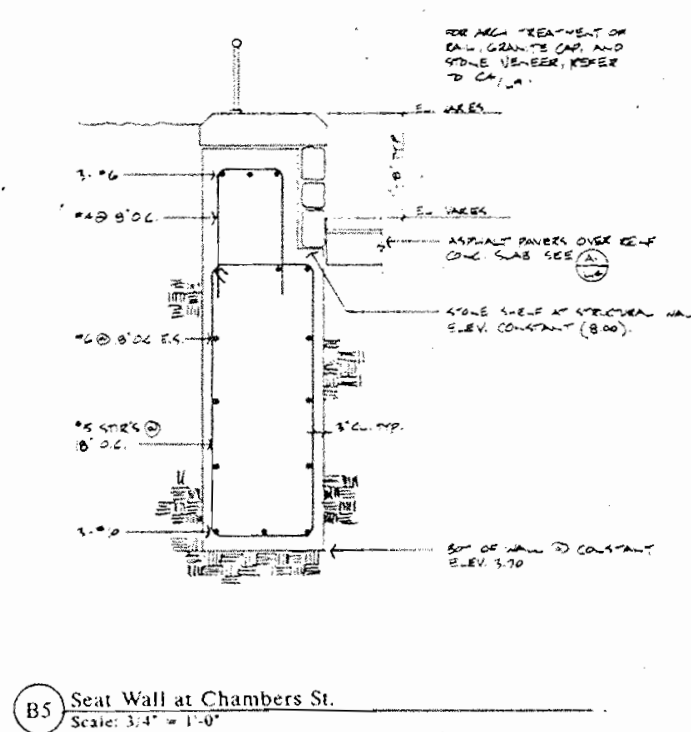
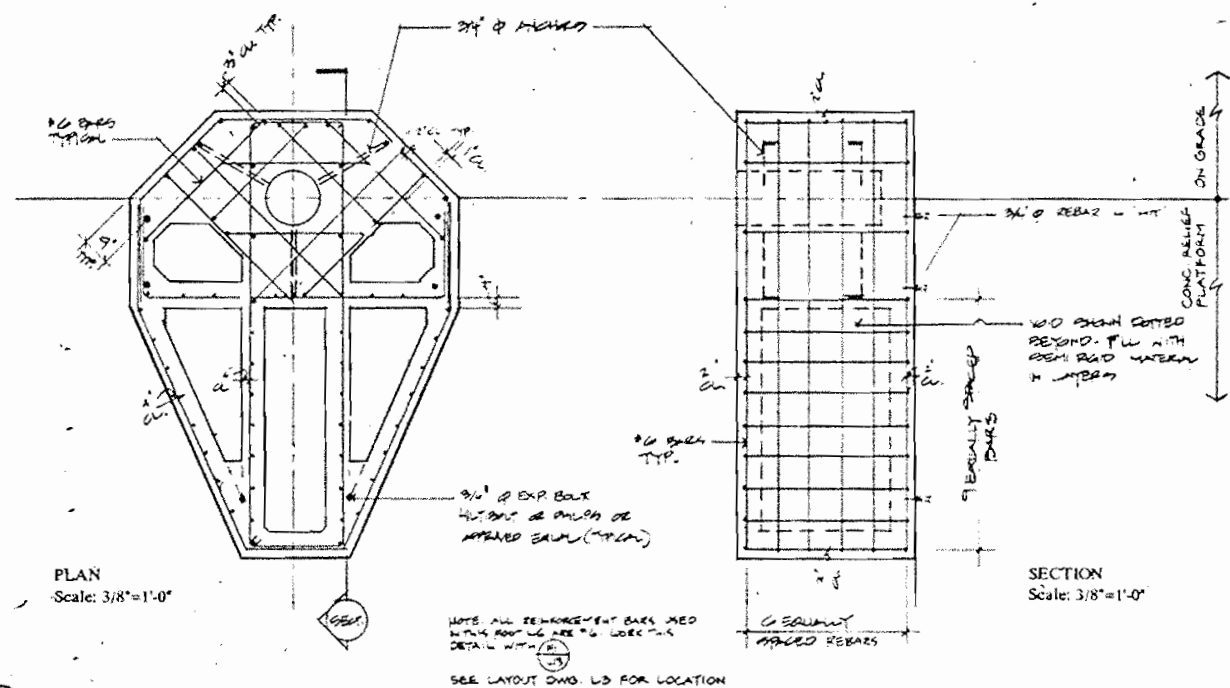
Section headings contained in this Agreement are for convenience only and shall not be considered for any purpose in governing, limiting, modifying, construing or affecting the provisions of this Agreement and shall not otherwise be given legal effect.

39. Subordination of Terms in the Exhibits

In the event of a conflict of terms, the terms stated in Sections 1-39 herein, shall take precedence over and shall prevail over any printed, typed, or handwritten terms located in the Exhibits.



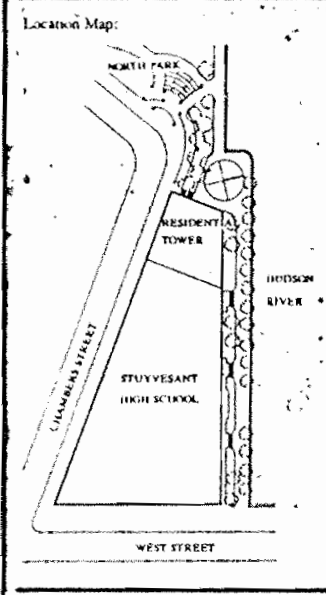
- YAS project no. 90504



NORTH ESPLANADE

BATTERY PARK CITY AUTHORITY

Yisrael A. Semuk P.C.
Consulting Engineers
219 East 2nd Street
New York, NY 10017

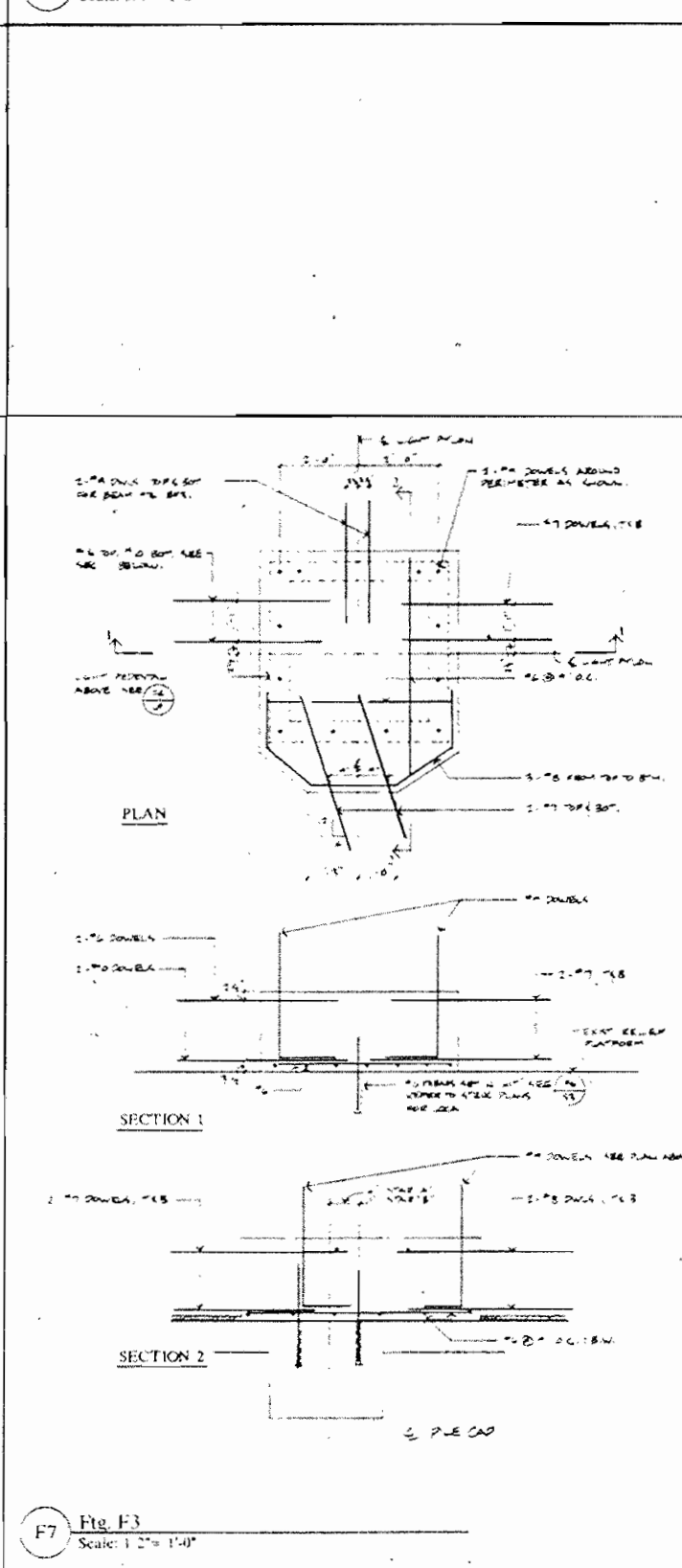
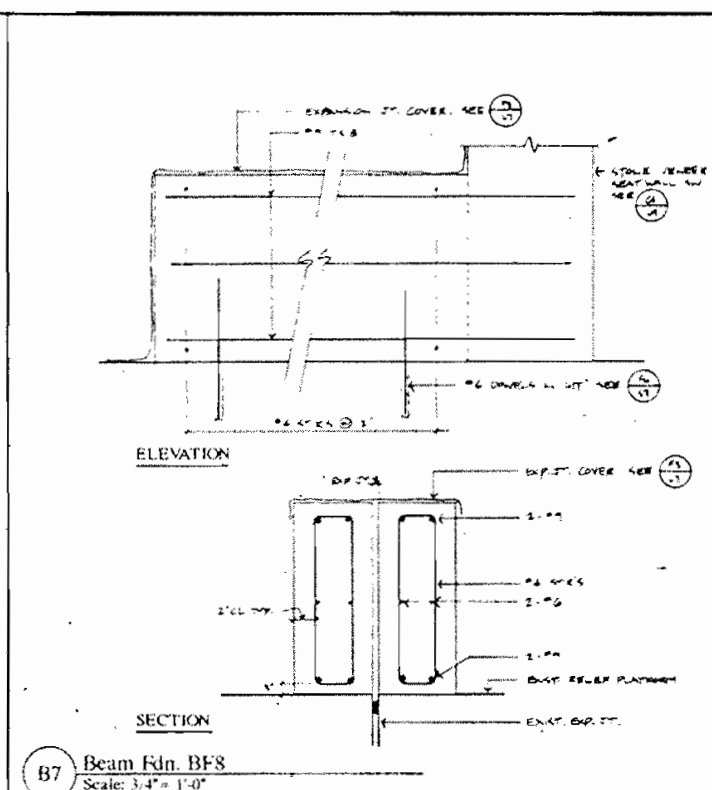
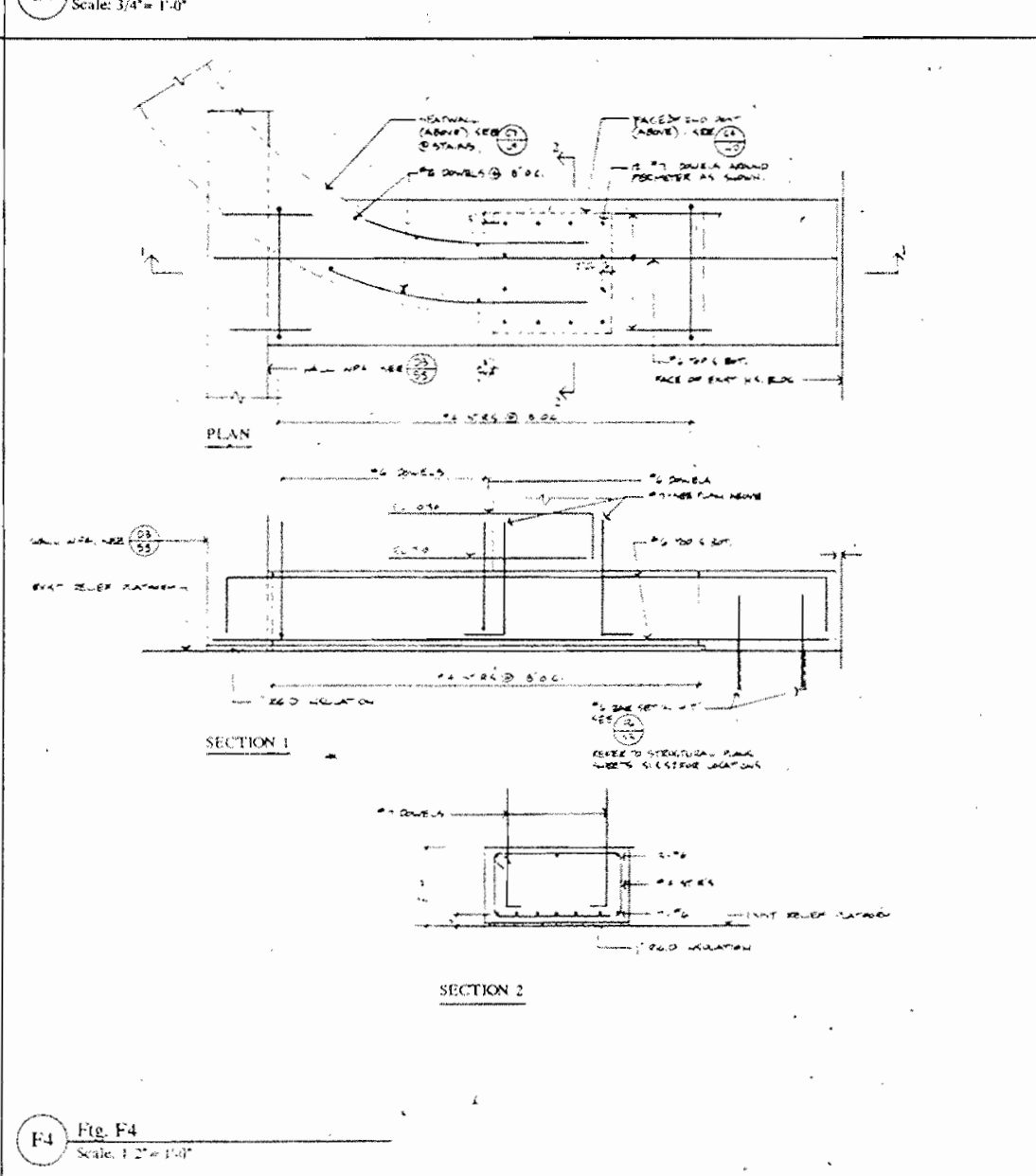
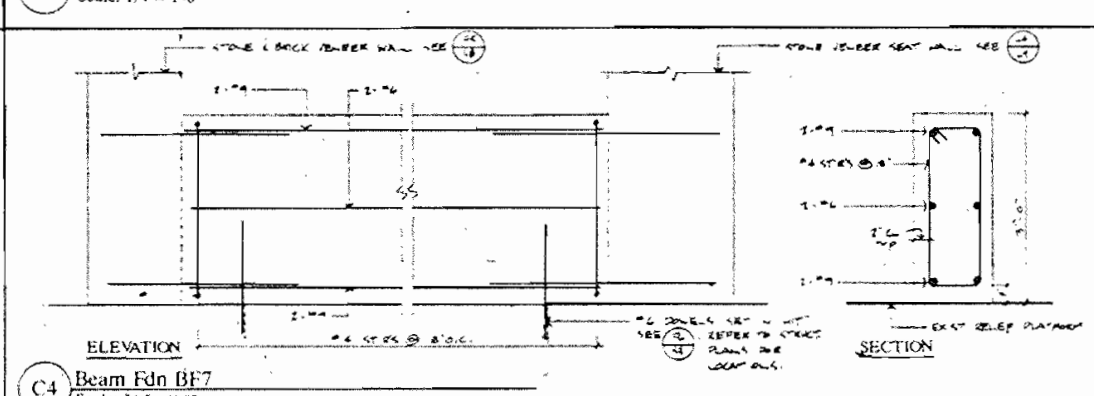
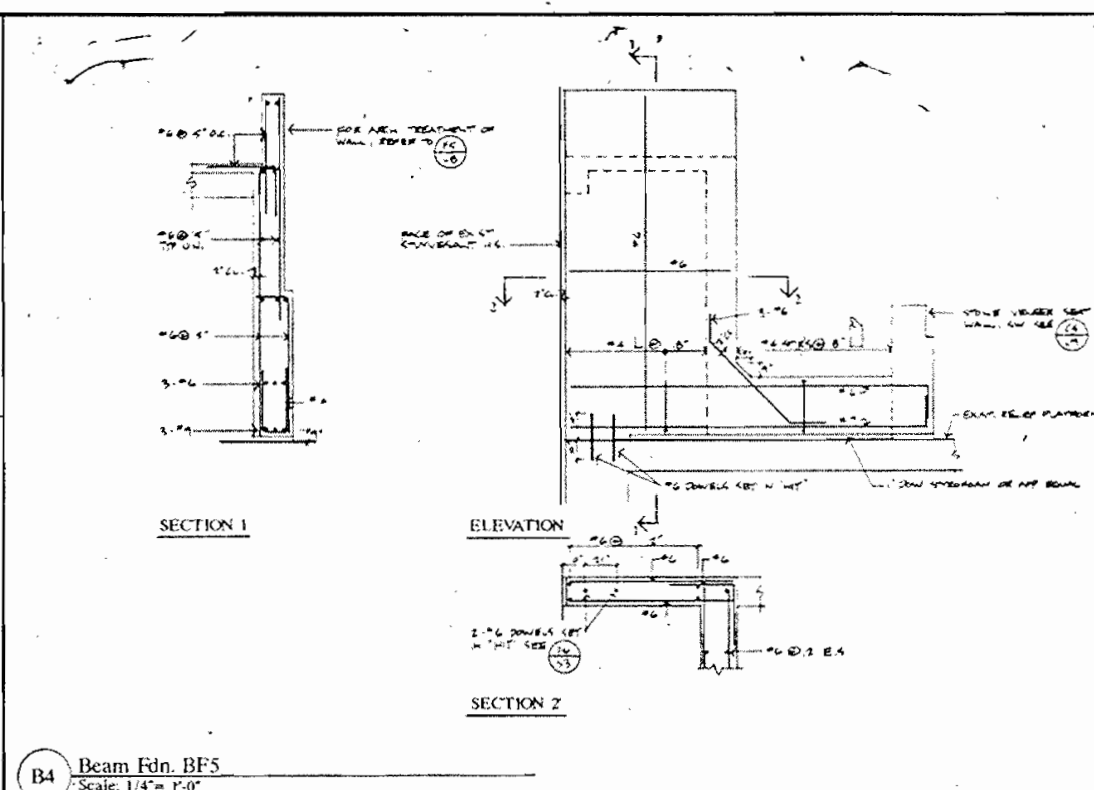
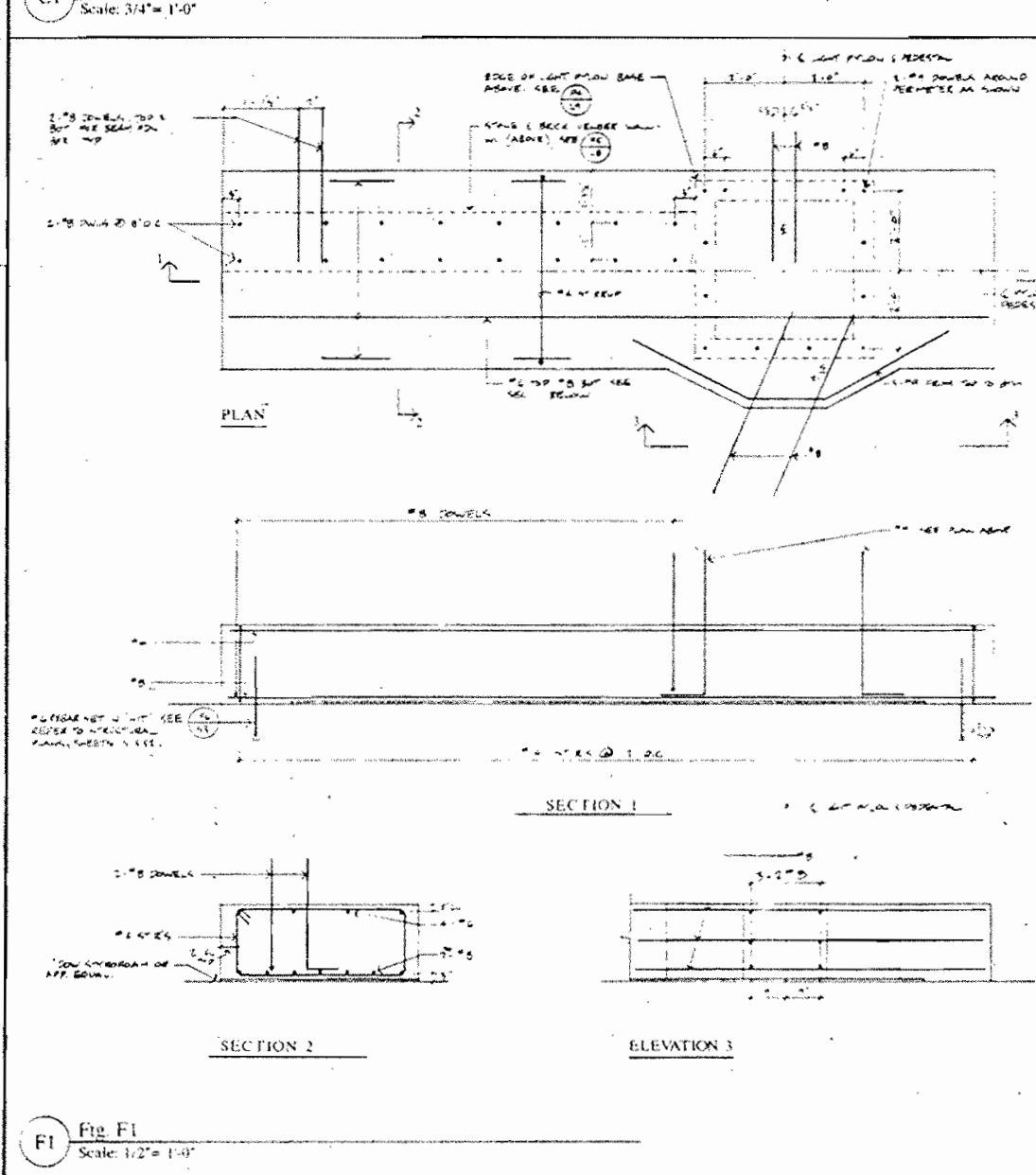
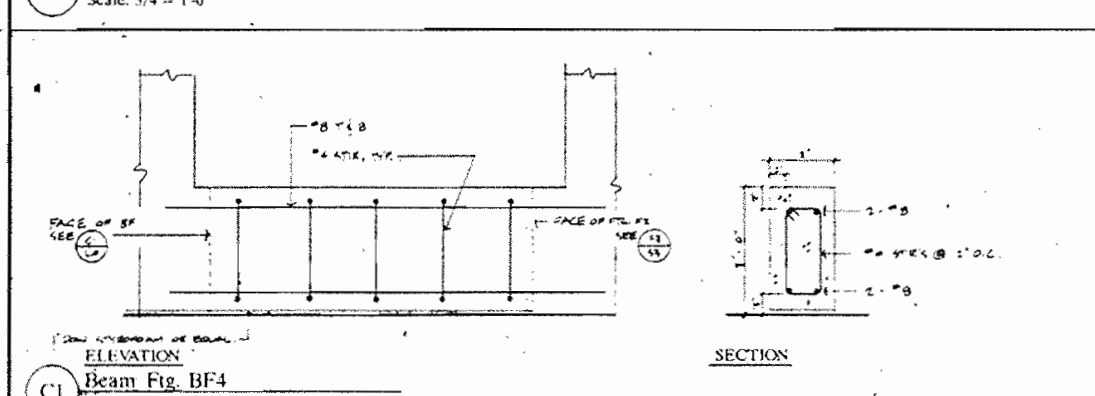
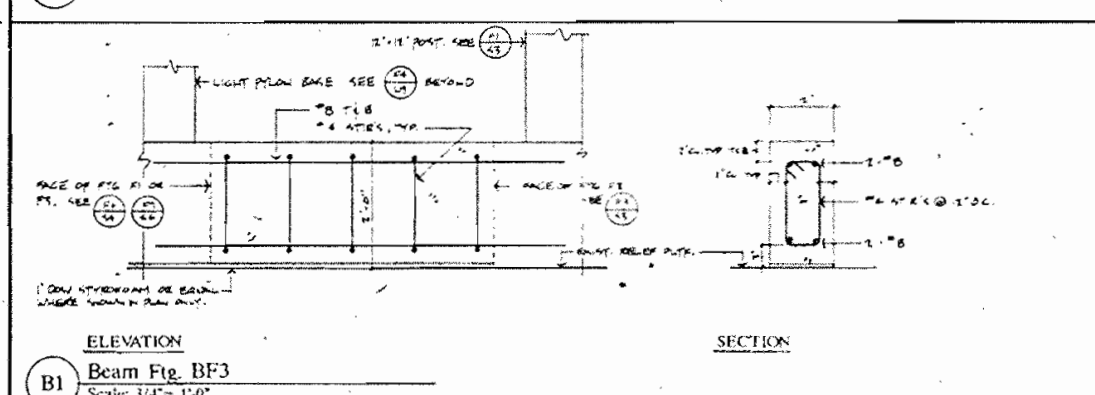
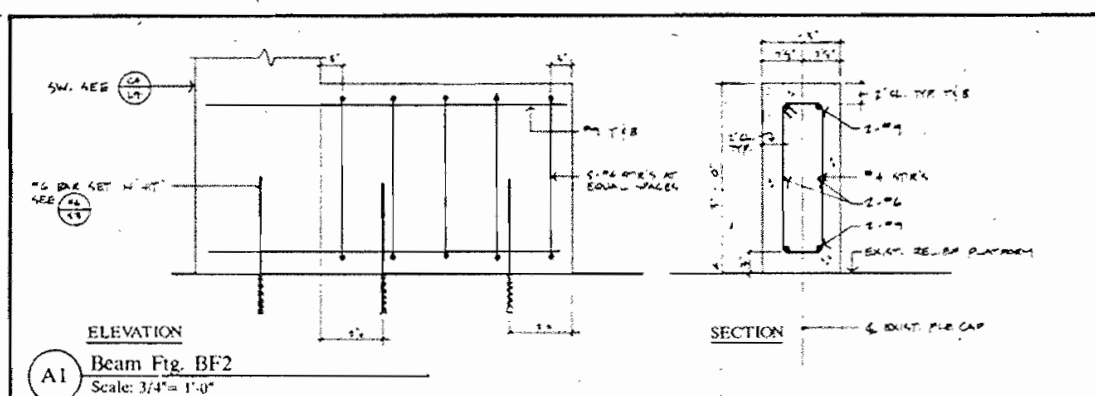


CARR, LYNCH, HACK AND SANDELL

11901 Broadway, 11th Fl.
New York, NY 10019
Tel: 212-677-1000
Fax: 212-677-1001
E-mail: clyh@sandell.com

STRUCTURAL DETAILS

S5



NORTH ESPLANADE

BATTERY PARK CITY AUTHORITY

Yrnel A. Seimuk P.C.
Consulting Engineers
319 East 42nd Street
New York, NY 10017

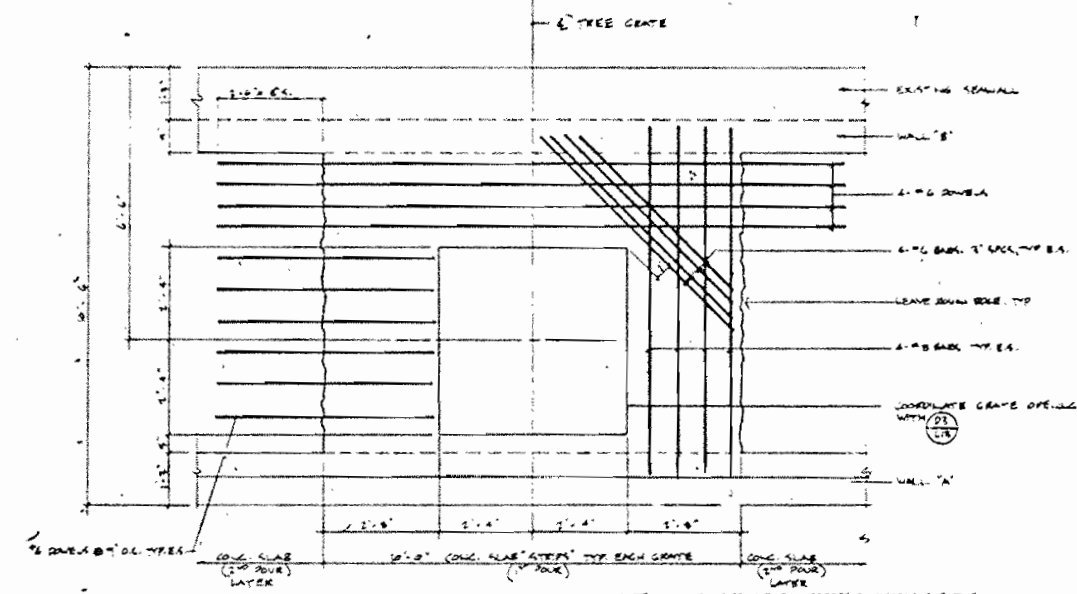
Location Map:

CARR, LYNCH, HACK AND SANDELL
PLANNING, ARCHITECTURE AND LANDSCAPE ARCHITECTS

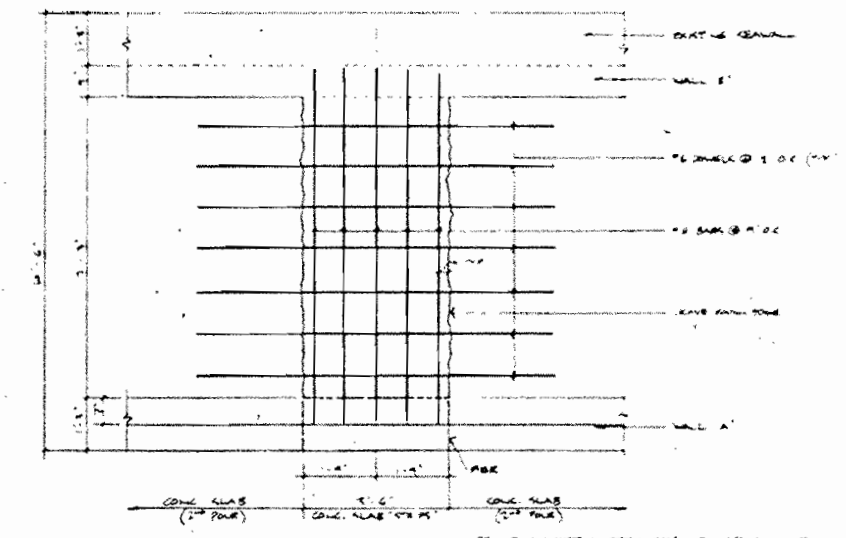
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CAMDEN, NJ 08102
609-291-0000
609-291-0002
FAX 609-291-0003

STRUCTURAL DETAILS

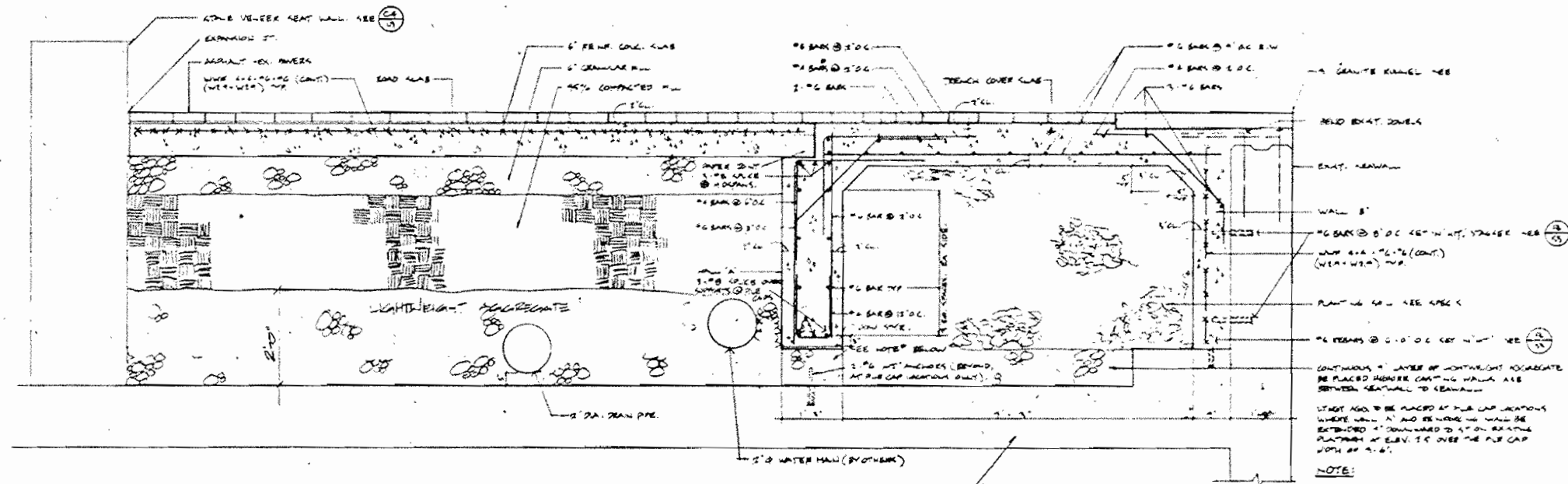
AS SHOWN
NO. 32 MAY 1990
S4



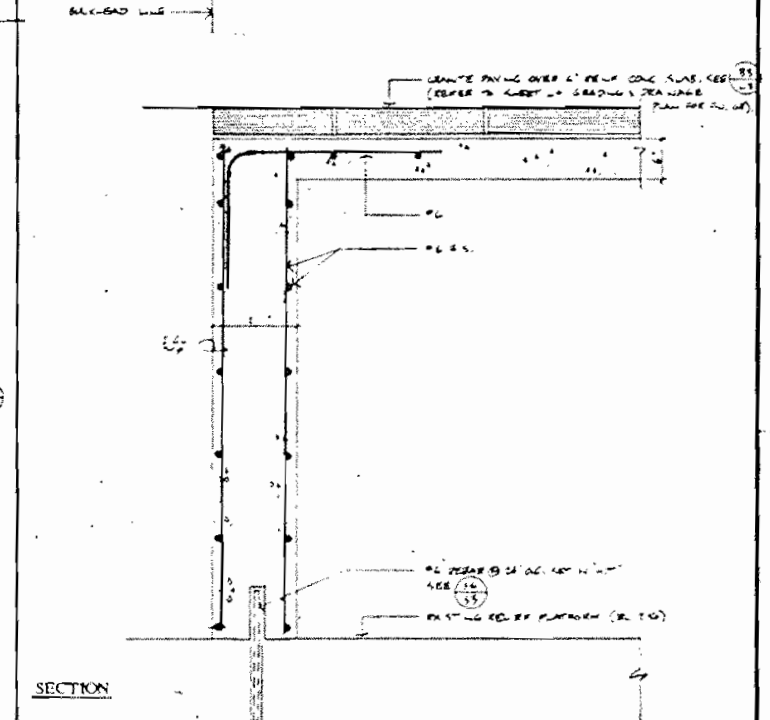
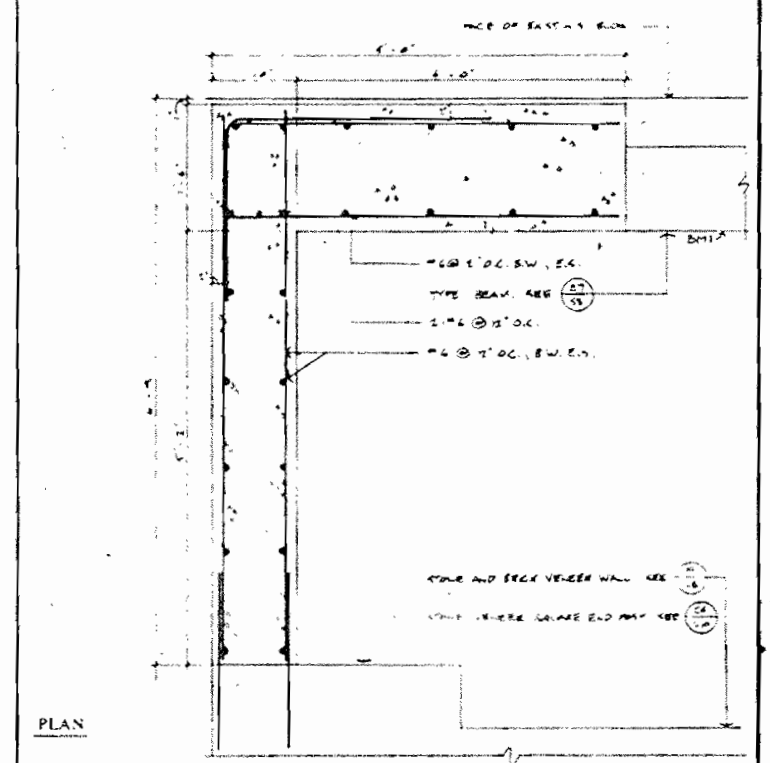
B1 Plan at Tree Grate "Wide Strip" (1st pour)
Scale: 1/2" = 1'-0"



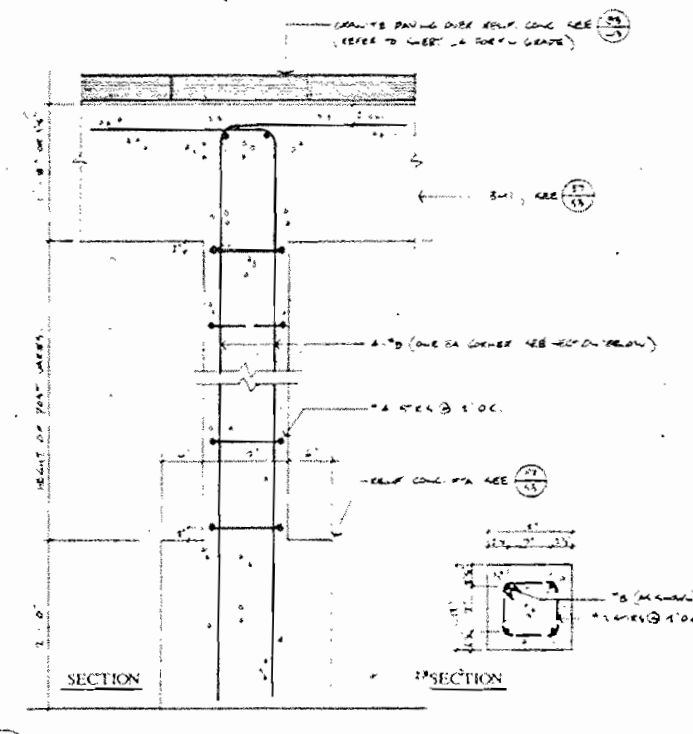
B3 Plan at Cover Slab "Narrow Strip" (1st pour)
Scale: 1/2" = 1'-0"



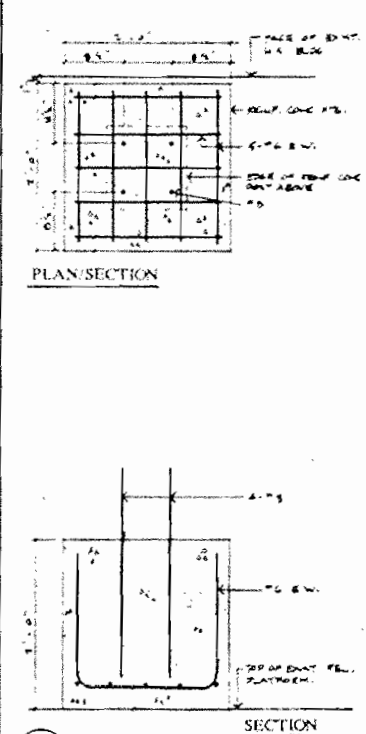
D1 Section Through Esplanade at Continuous Planter (see F3/55 for Section through Esplanade w/out Continuous Planter)
Scale: 3/4" = 1'-0"



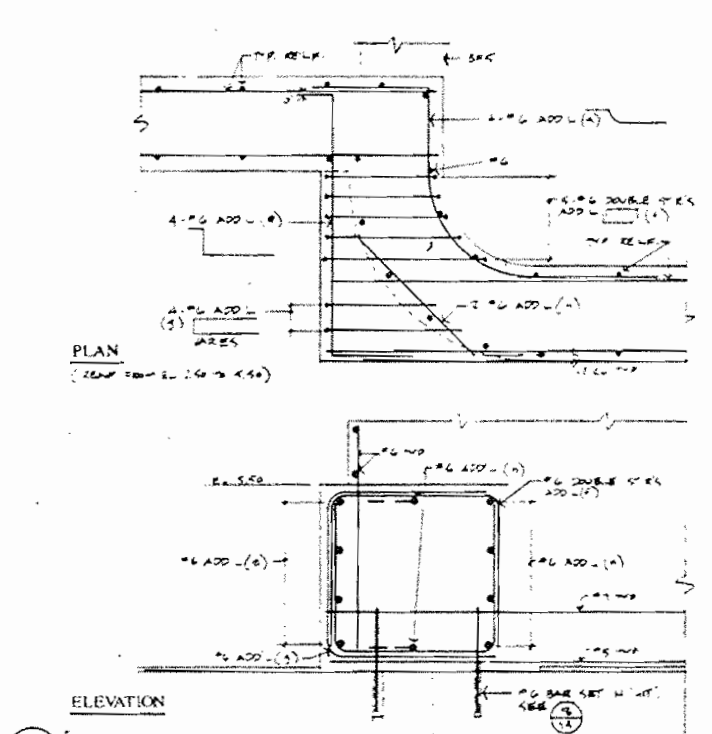
D5 Wall at Bottom of Ramp
Scale: 1" = 1'-0"



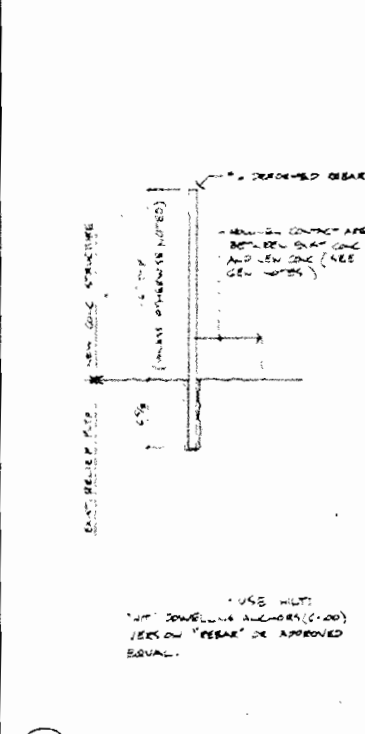
F1 12' x 12' Reinf. Conc. Post
Scale: 1" = 1'-0"



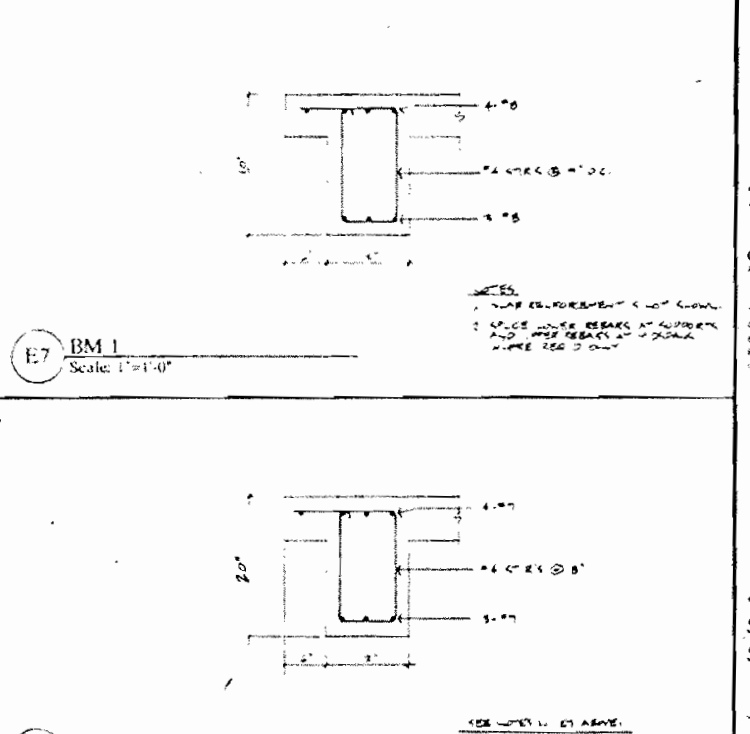
F3 Fig. F2
Scale: 1" = 1'-0"



F4 Fig. F5
Scale: 1/2" = 1'-0"



F6 Dowelling Anchor
Scale: 1/2" = 1'-0"



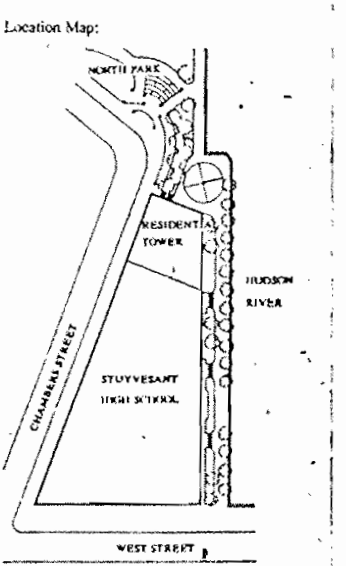
F7 BMS 5 & 7
Scale: 1" = 1'-0"

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NEW YORK, NY 10011

Yisrael A. Seink P.C.
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219 East 42nd Street
New York, NY 10017

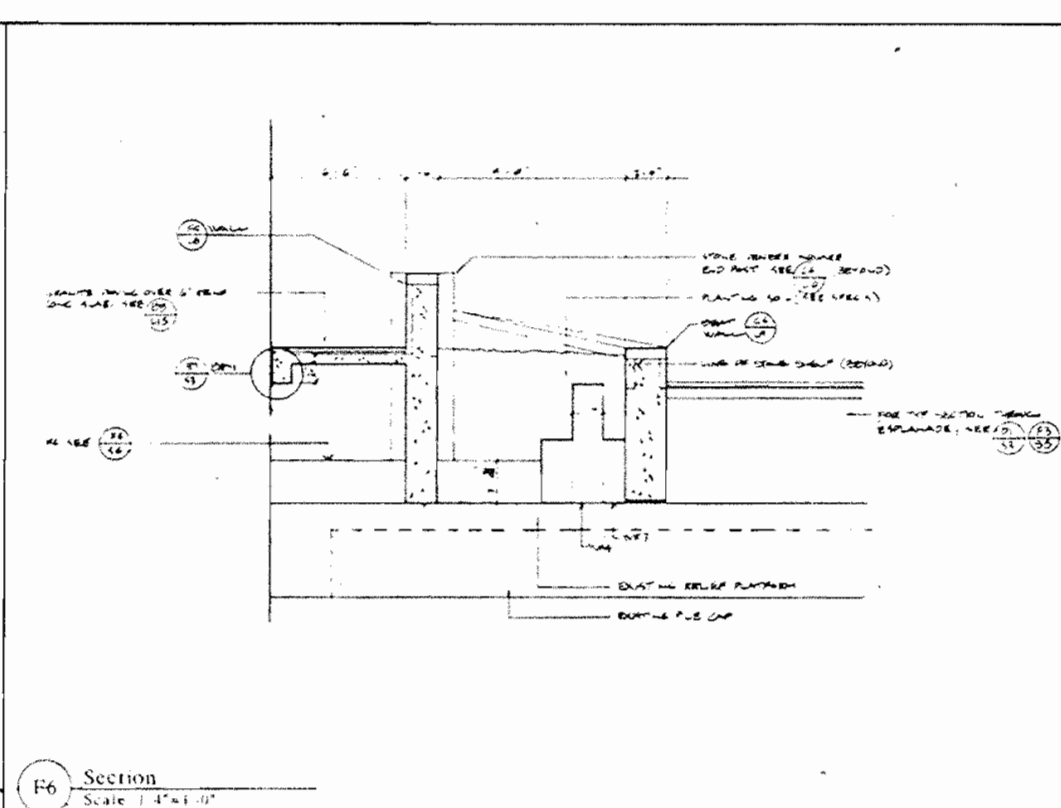
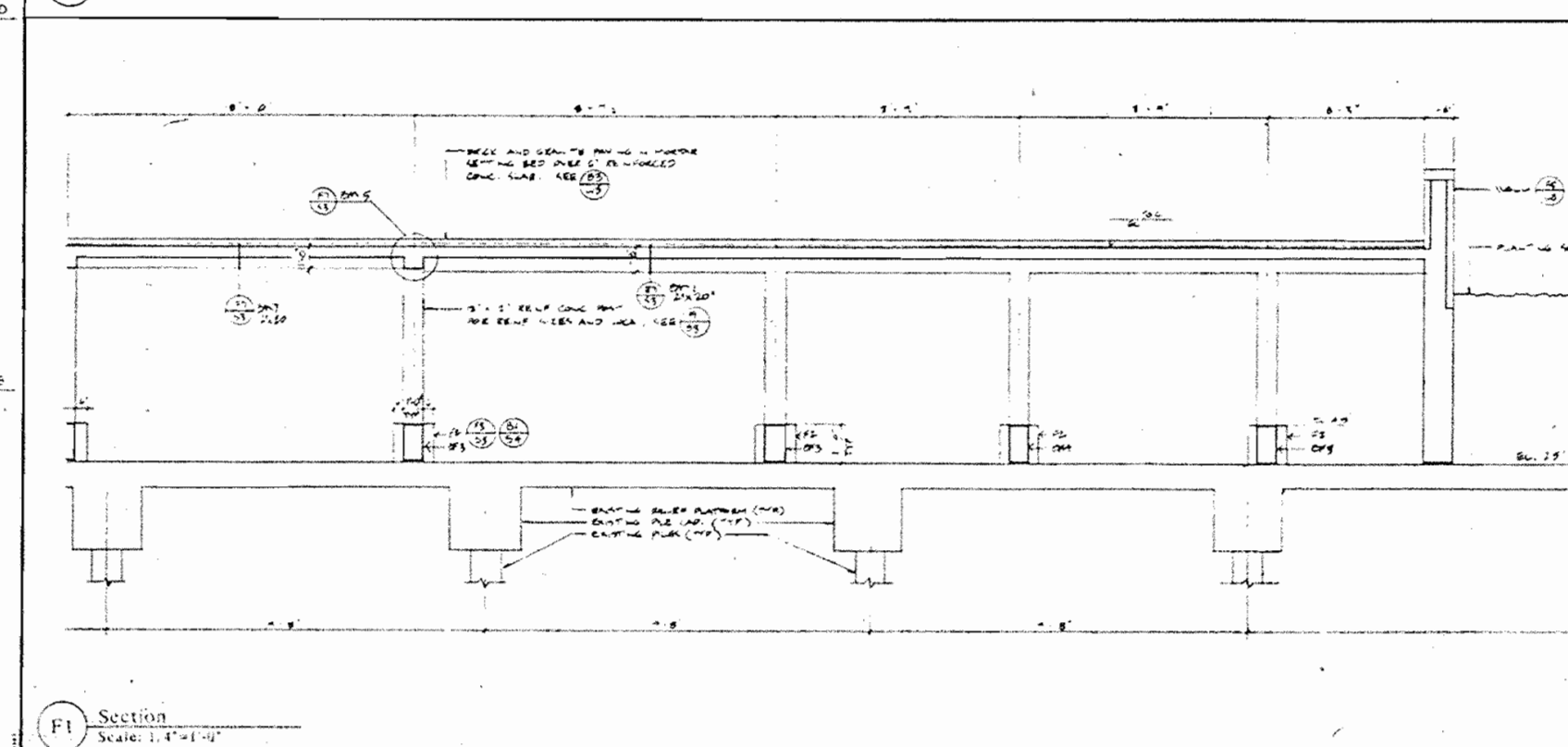
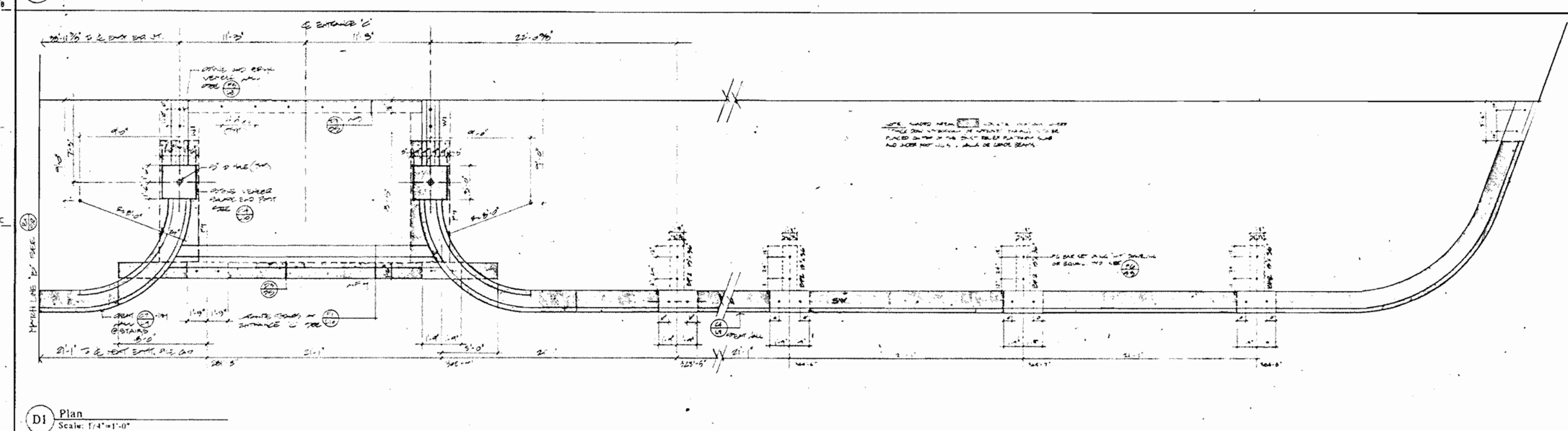
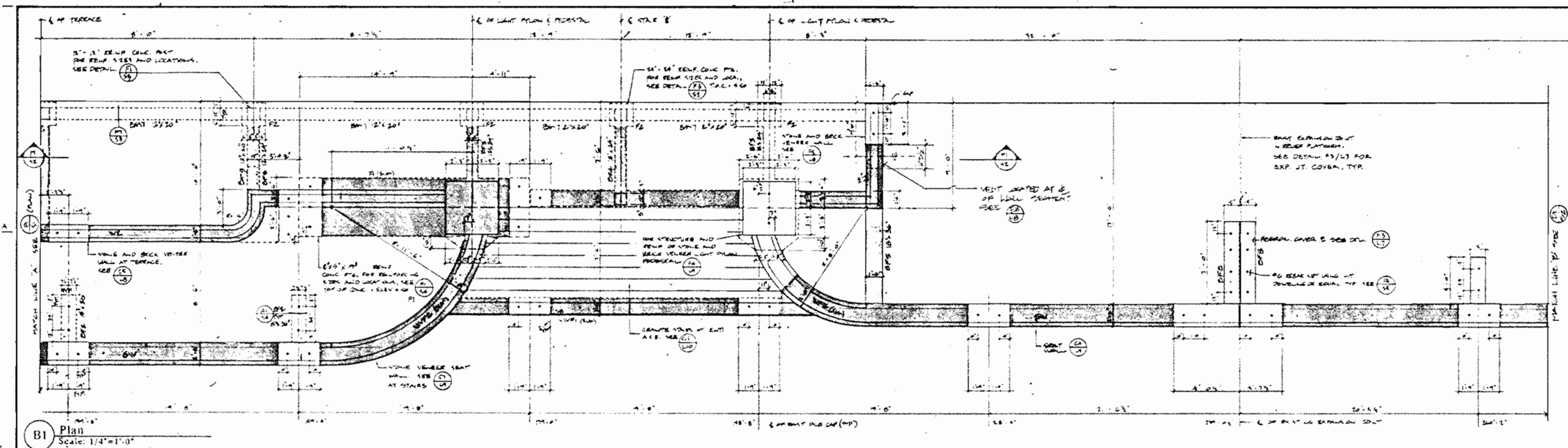


CARR, LYNCH, HACK AND SANDELL
PLANNERS, ARCHITECTS AND LANDSCAPE ARCHITECTS

1380 Cambridge Street
Cambridge, MA 02119
617-452-1000
FAX 617-452-1002
PROJECT NO. 100

STRUCTURAL PLANS,
SECTIONS, AND DETAILS

AS SHOWN
NO. 100/1000
DATE: 10/1/90
BY: [Signature]



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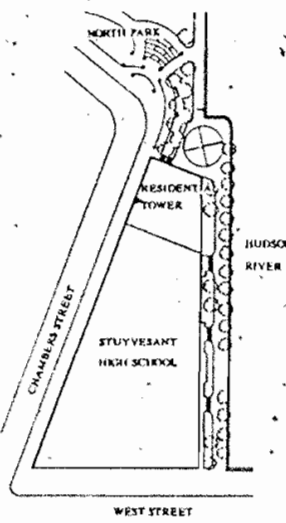


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DATE 10-24-01 BY 60322

Yisrael A. Seinuk P.C.
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219 East 42nd Street
New York, NY 10017

Location Map:



CARR, LYNCH, HACK AND SANDELL
ATTORNEYS AT LAW AND LANDSCAPE ARCHITECTS

385 Cambridge Street
Cambridge MA 02139
617 661-0300
Fax 617 661-0822
Incorporated 1990

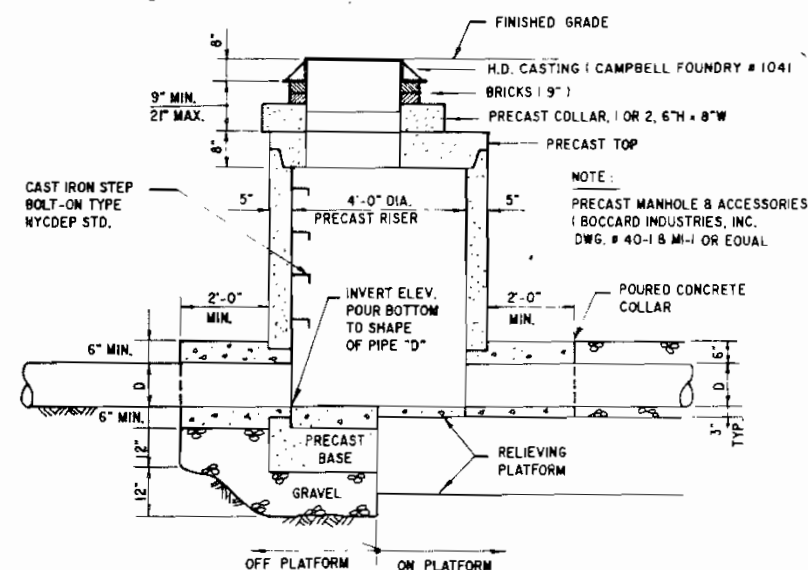
STRUCTURAL PLANS,
ELEVATIONS, AND SECTIONS

NOVEMBER 1970

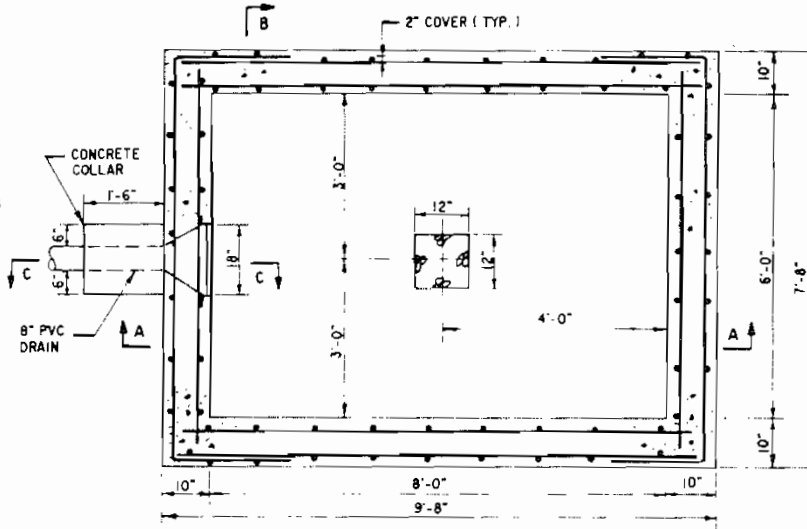
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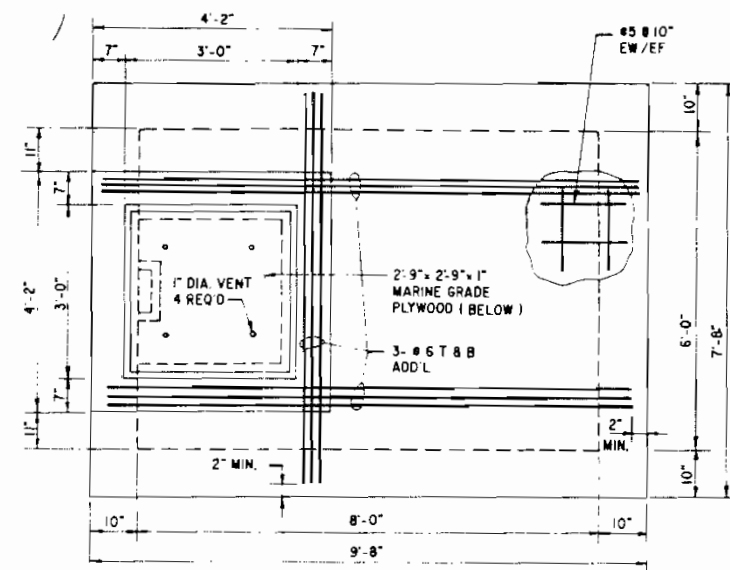
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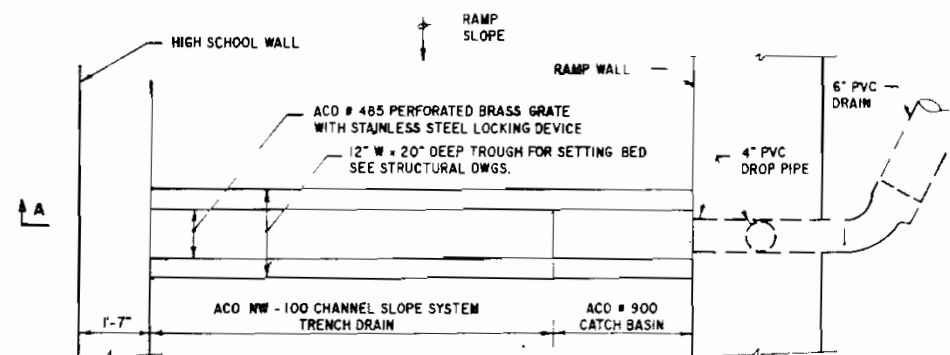
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N.T.S.
FOR LOCATIONS, SEE DWG. L-4



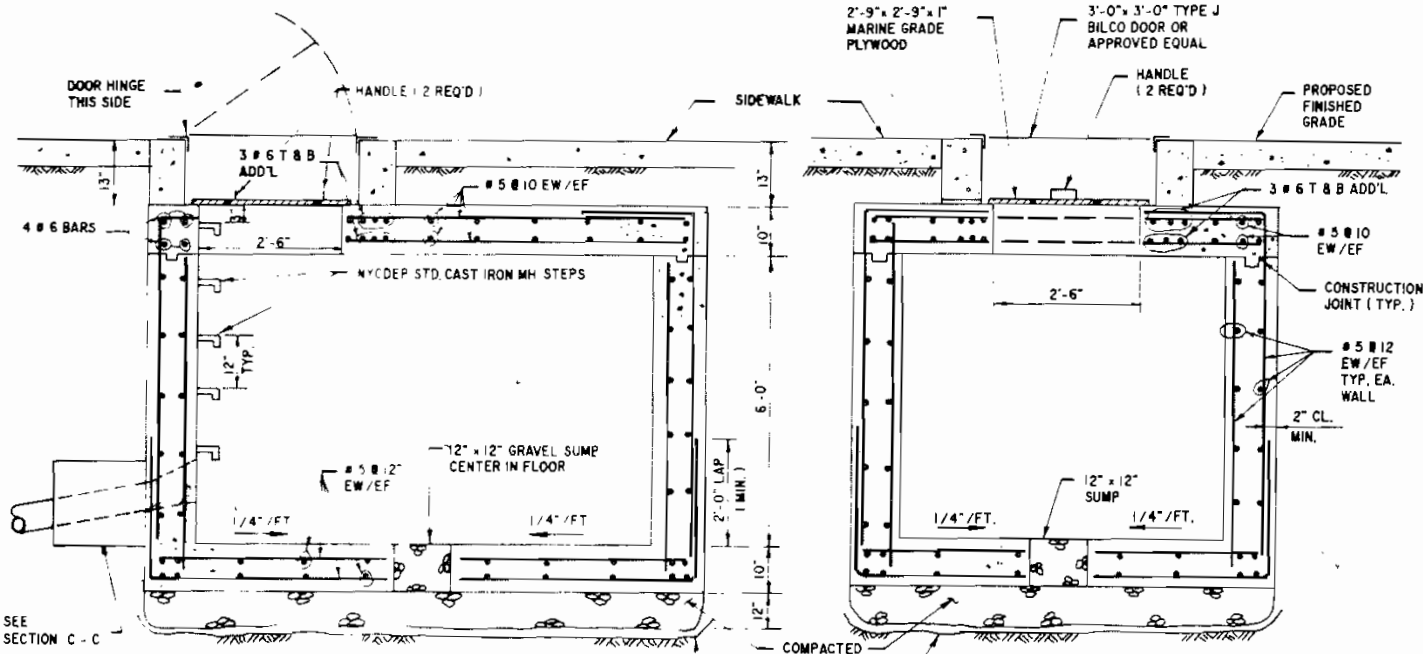
FLOOR PLAN
N.T.S.



ROOF PLAN
N.T.S.



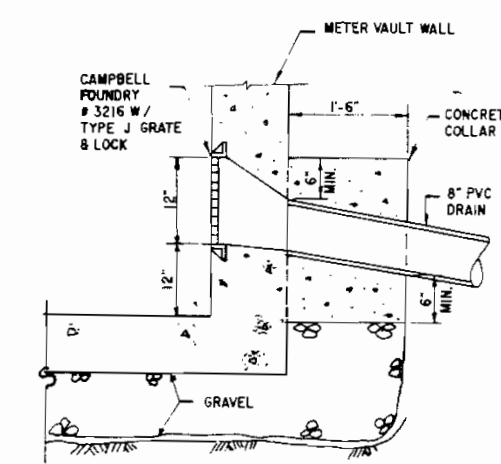
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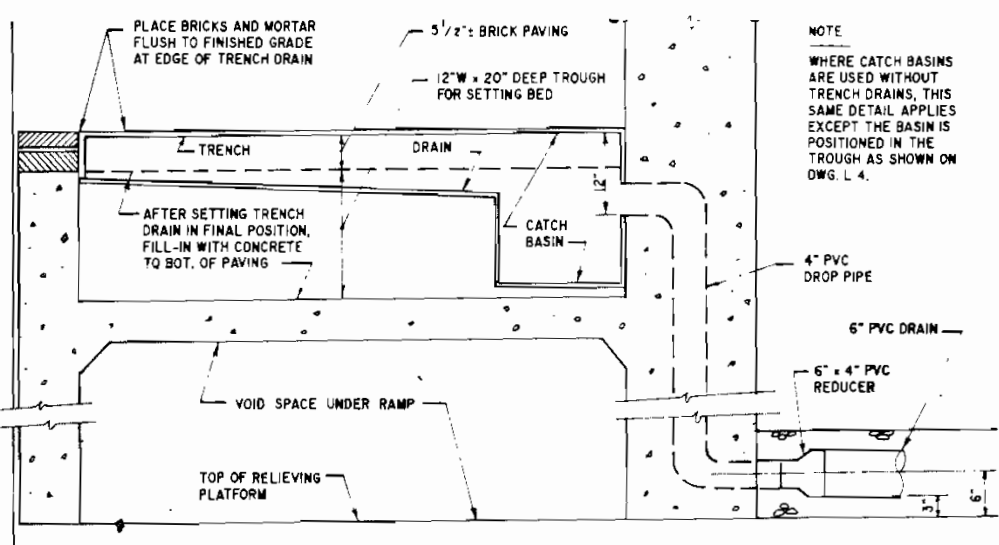
SECTION A-A
N.T.S.

SECTION B-B
N.T.S.

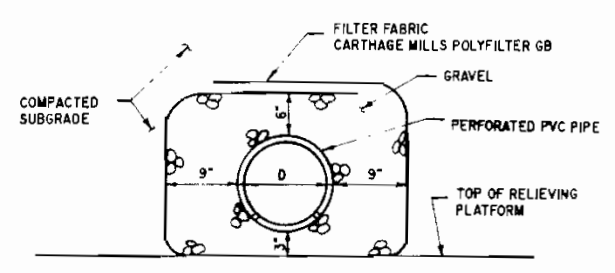
WATER METER VAULT
FOR LOCATION, SEE DWG. I-1



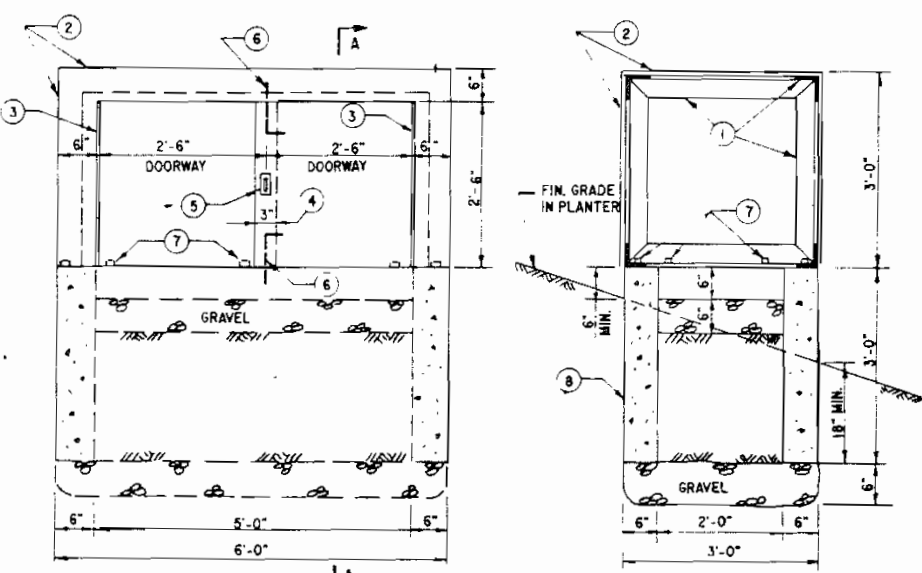
SECTION C-C
N.T.S.



SECTION A-A
N.T.S.
TRENCH DRAIN & CATCH BASIN
FOR LOCATIONS, SEE DWG. L-4



PVC DRAIN SECTION
N.T.S.
FOR SIZES & LOCATIONS, SEE DWG. L-4



FRONT ELEVATION

SECTION A-A

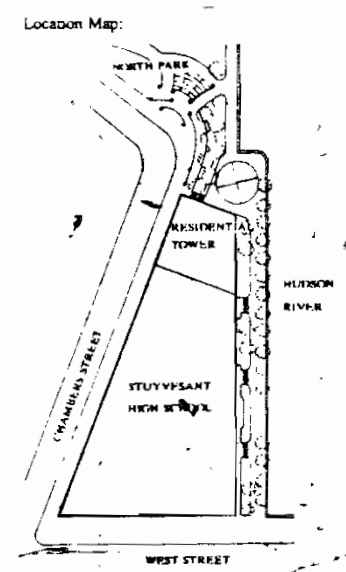
ELECTRIC METERED SERVICE ENCLOSURE
N.T.S.
FOR LOCATION, SEE DWG. E-1

1. CONTINUOUS STEEL FRAME, WELDED 4.5"x4.5"x0.25" ANGLES.
2. 10 GAUGE GALV. STEEL ENCLOSURE, BEND TO SHAPE AND SECURE TO FRAME WITH APPROVED FASTENERS, PAINT BLACK WITH 1 PRIME AND 2 FINISH COATS, BOTH SIDES.
3. CONTINUOUS PIANO HINGE WITH 3" LEGS, WELD LEGS TO DOOR AND ENCLOSURE.
4. PROVIDE 3" BACKUP OVERLAP AT DOOR CLOSURE.
5. PROVIDE 1.5" RADIUS x 0.25" PADLOCK, RING ON 2"x4"x0.25" PLATE, AND MATCHING SLOTTED PLATE, WELD PLATES TO DOORS AT CENTER OF BACKUP OVERLAP.
6. PROVIDE 0.5" DIA. VERTICAL SLIP ANCHORS AND GUIDEWAYS AT TOP AND BOTTOM OF DOORS AT BACKUP OVERLAP.
7. CONNECT FRAME TO FOUNDATION WITH 0.5" RED HEAD ANCHOR BOLTS, 10 EA.
8. CONCRETE FOUNDATION ON GRAVEL BASE.

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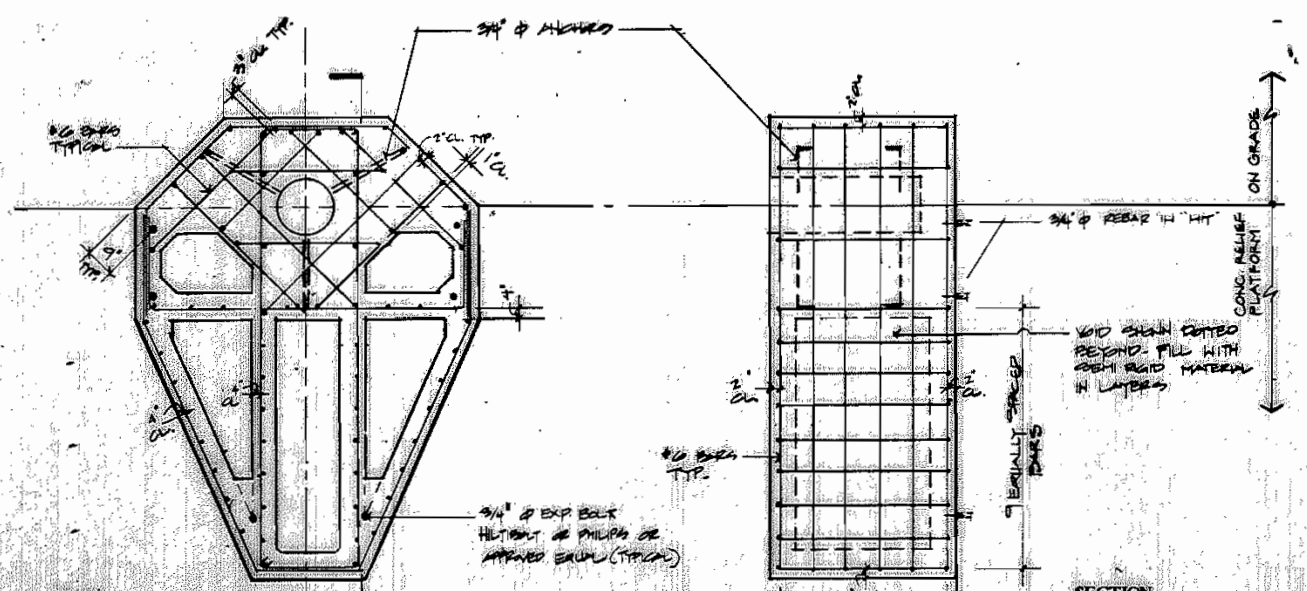
CARR, LYNCH, HACK AND SANDELL
Planners, Architects and Landscape Architects

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Cambridge, MA 02139
617 661 6566
Fax 617 661 6822
Incorporated 1980

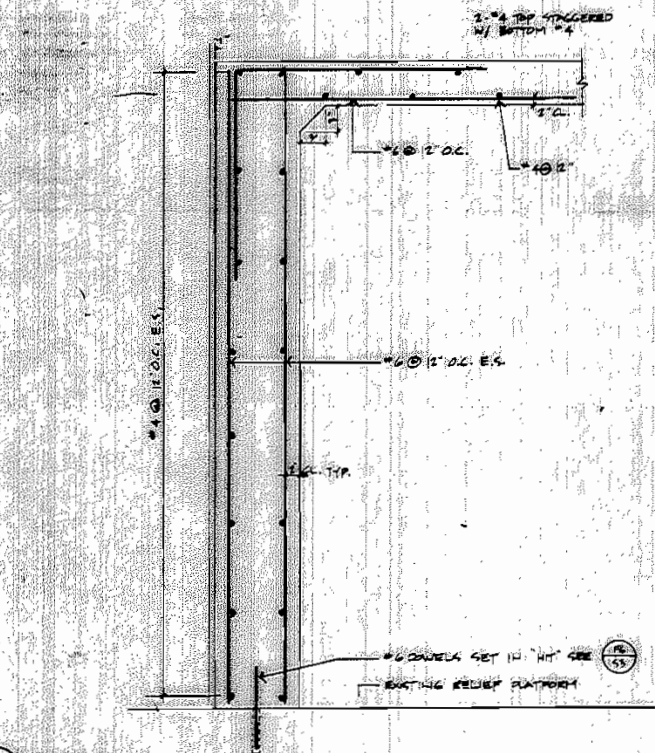
MISC. DRAINAGE & STRUCTURAL DETAILS

MD-1

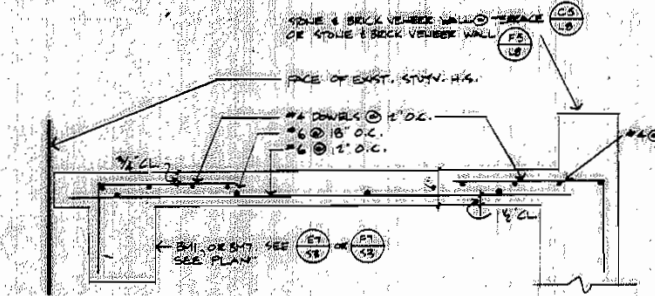
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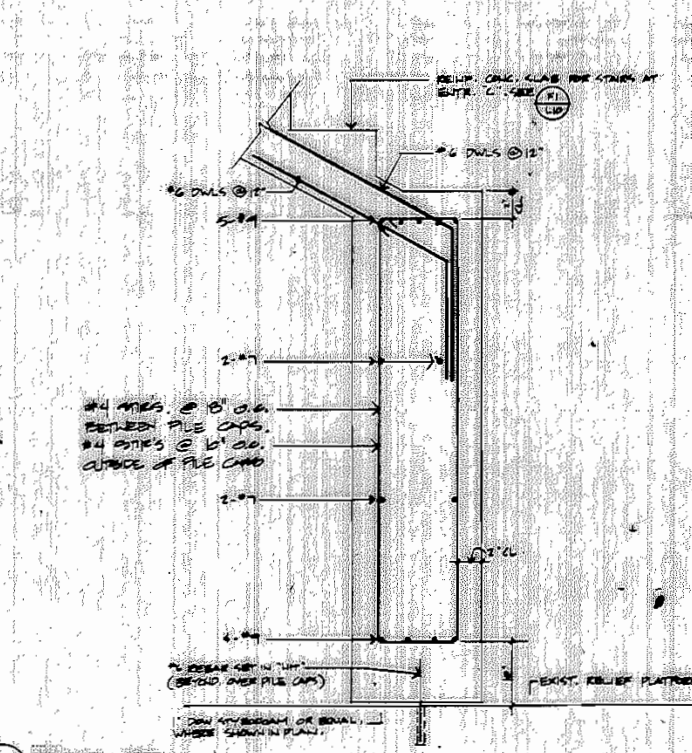
B1 Flagpole Footing
Scale: 3/8" = 1'-0"



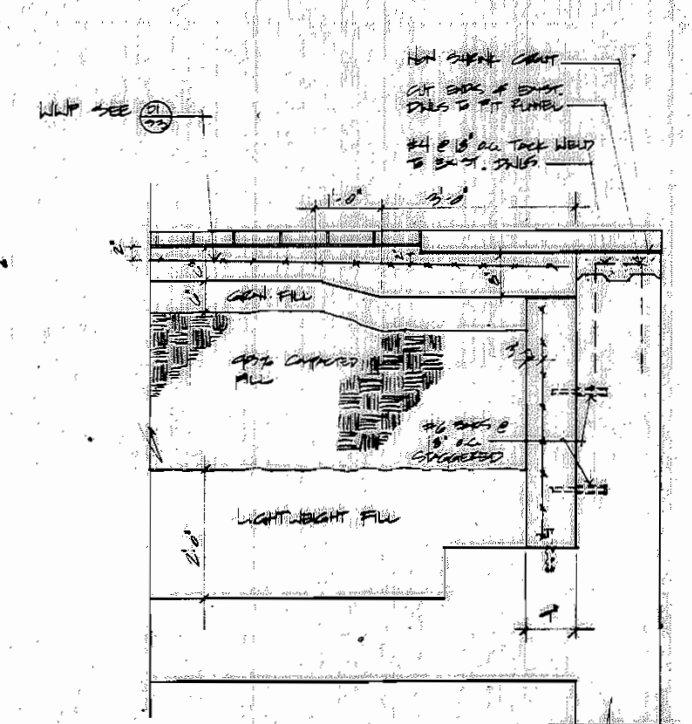
D1 Wall WS
Scale: 1" = 1'-0"



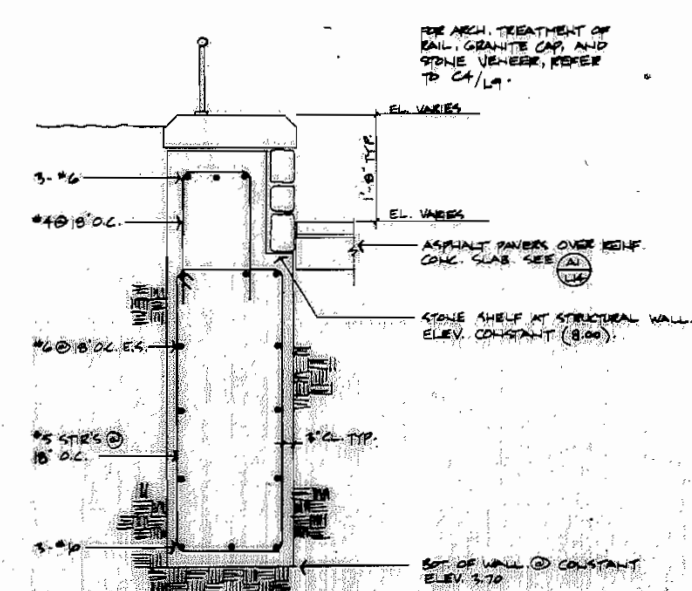
E1 Typ. Slab Reinforcement
Scale: 3/4" = 1'-0"



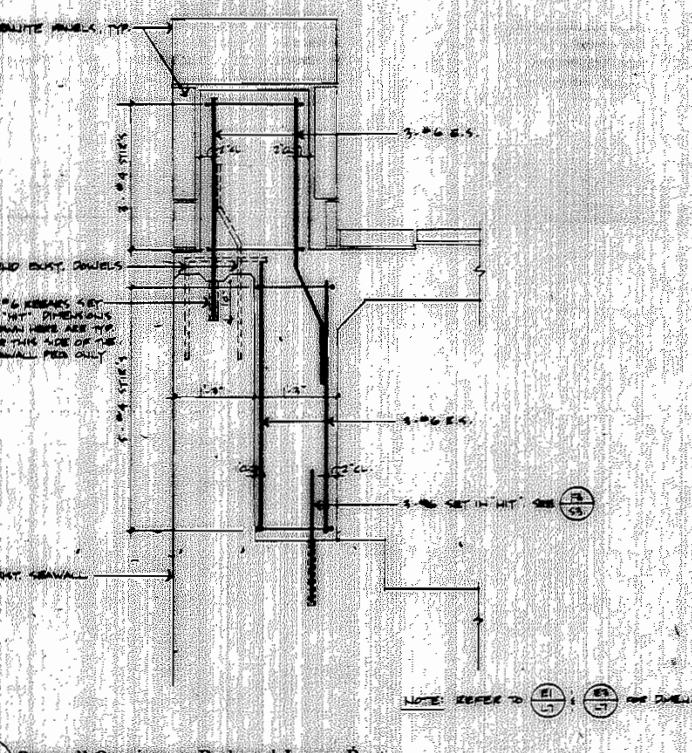
D3 Wall Ftg. WF4
Scale: 1" = 1'-0"



F3 Section at Seawall W/OUT CONTINUOUS PLANTER
Scale: 3/4" = 1'-0"

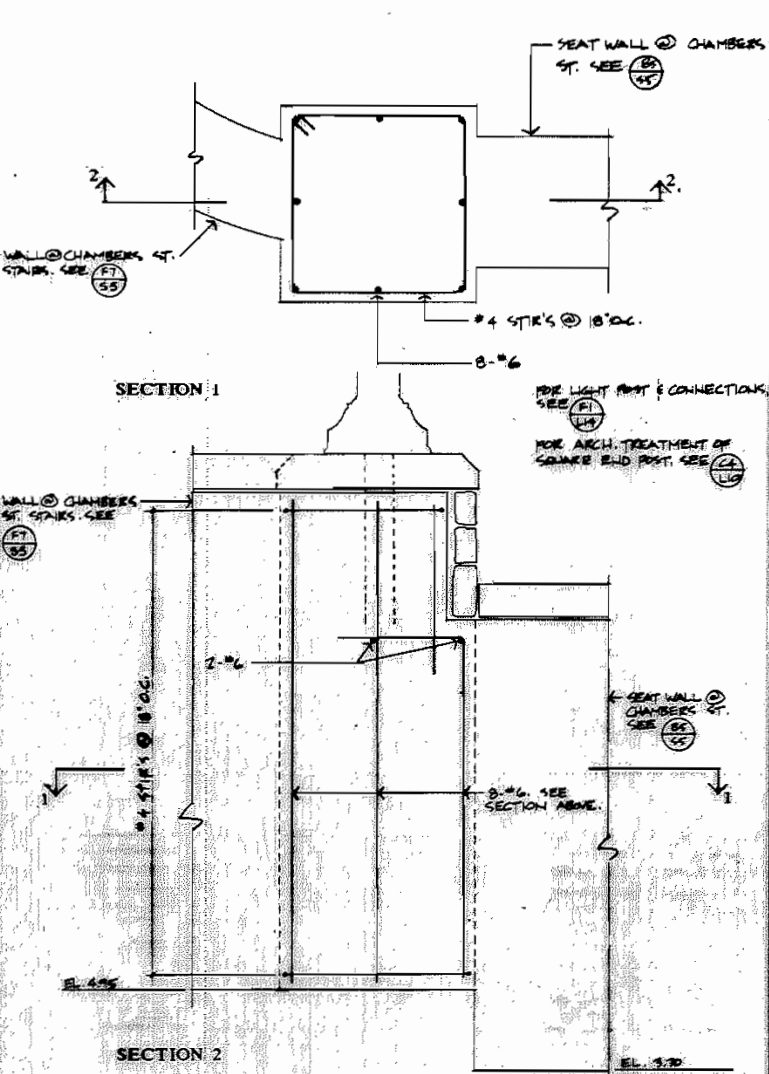


B5 Seat Wall at Chambers St.
Scale: 3/4" = 1'-0"

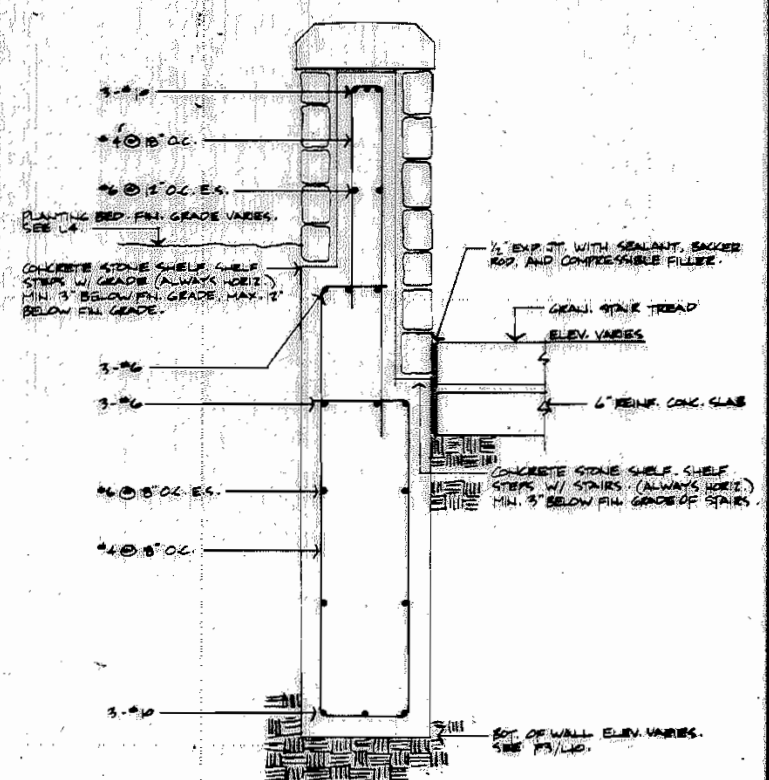


D5 Seawall Section at Pedestal Lamp Post
Scale: 3/4" = 1'-0"

- STRUCTURAL GENERAL NOTES**
- ALL REINFORCING STEEL SHALL BE EPOXY COATED PER CURRENT ASTM DESIGNATION A 706.
 - ALL CONCRETE MATERIALS AND WORKMANSHIP SHALL CONFORM TO THE LATEST EDITIONS OF THE SPECIFICATIONS FOR CONCRETE AND REINFORCING STEEL.
 - ALL CAST-IN-PLACE CONCRETE SHALL DEVELOP 4000 PSI STRENGTH AT 28 DAYS.
 - PORTLAND CEMENT SHALL CONFORM TO LATEST REQUIREMENTS OF ASTM SPECIFICATION C 150 AND SHALL BE TYPE I.
 - CONCRETE SHALL BE AIR-ENTRAINED WITH 5% TO 7% AIR CONTENT BY VOLUME.
 - ALL EXPOSED CONCRETE SURFACES SHALL HAVE 3/4" INCH CHAMFERED CORNERS AND BE CLEANED AND ROUGHENED.
 - METAL REINFORCING SHALL BE DEFORMED BARS INTERMEDIATE GRADE BILLY STEEL (ASTM DESIGNATION A 601) OR EQUIVALENT.
 - ALL REINFORCING SHALL BE DETAILLED IN ACCORDANCE WITH THE MANUAL OF STANDARD PRACTICE FOR DETAILING OF REINFORCED CONCRETE STRUCTURES.
 - ALL REINFORCING SHALL BE STAGGERED WHERE POSSIBLE.
 - ALL REINFORCING SHALL BE EPOXY COATED PER CURRENT ASTM DESIGNATION A 706.
 - PLACING DIMENSIONS ARE GIVEN TO CENTER OF BARS UNLESS OTHERWISE NOTED. BARS OR BEND BARS TO CLEAR PREVIOUSLY PLACED ANCHORAGE BARS.
 - CONSTRUCTION JOINTS SHALL BE SPACED APPROXIMATELY 30 FT. UNLESS OTHERWISE NOTED. JOINTS SHALL BE SUBMITTED TO THE ENGINEER FOR APPROVAL. INDIVIDUAL JOINTS SHALL NOT EXCEED 10 FEET IN LENGTH.
 - CONTRACTOR MAY EXERCISE AN OPTION TO USE STAY-IN-PLACE METAL FORMS. DETAILS SUBJECT TO APPROVAL OF ENGINEER.
 - COVER FOR REINFORCEMENT SHALL BE 2" UNLESS OTHERWISE NOTED.
 - LOADING LIMITATIONS FOR PLATFORMS, TERRACES AND STAIRS: MAXIMUM UNIFORM DISTRIBUTED LOAD IS 100 LB./SQ. FT.
 - LOADING LIMITATIONS FOR ROADWAY AND PLANTATION COVER SLAB: MAXIMUM UNIFORM DISTRIBUTED LOAD IS 100 LB./SQ. FT.
 - CONCENTRATED LOAD: SINGLE TRUCK NOT EXCEEDING THE STANDARD RED-ALLIANCE LOAD IN ACCORDANCE WITH THE AASHTO SPECIFICATIONS.
 - NO CURBS OR SIMILAR CONCENTRATED LOADS ARE PERMITTED WITHOUT PRIOR APPROVAL.
 - THE RELIEFING PLATFORM IS DESIGNED FOR REINFORCING WITH 2" OF COMPACTED FILL ABOVE IT. CONCRETE TRUCKS ARE LIMITED TO 2" C.C. WITH A MINIMUM COVER OF 4" OF FILL ABOVE THE PLATFORM. IF THE CONTRACTOR REQUIRES ADDITIONAL LOADING AND/OR CONCENTRATED LOADS EXCEEDING THESE REQUIREMENTS, PRIOR WRITTEN APPROVAL IS REQUIRED FROM THE ENGINEER.



C7 Square End Post at Bot. Chambers St. Stair
Scale: 3/4" = 1'-0"



F7 Stone Veneer Wall at Chambers St. Stair
Scale: 3/4" = 1'-0"

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NEW YORK FEDERAL POWER AND LIGHTS ACT, 1935
NEW YORK, NY 10005

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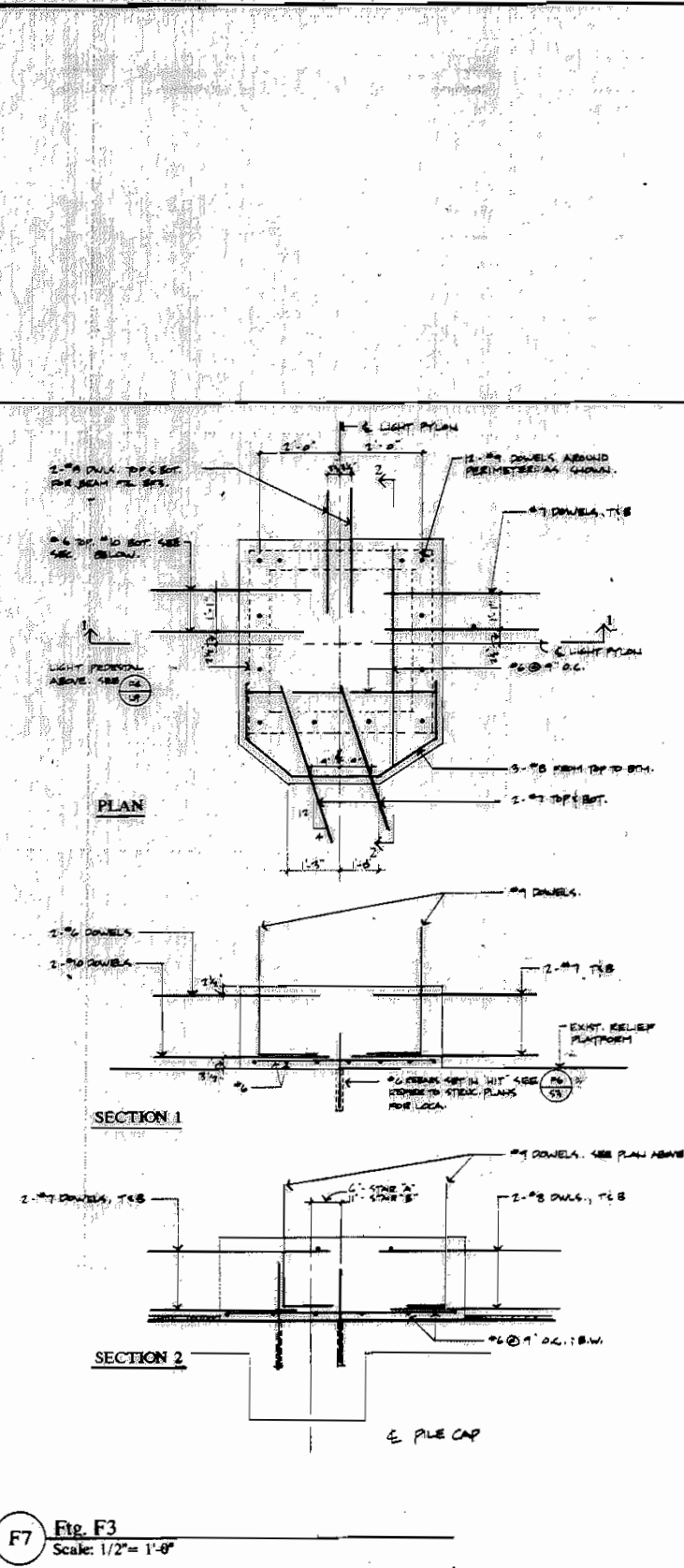
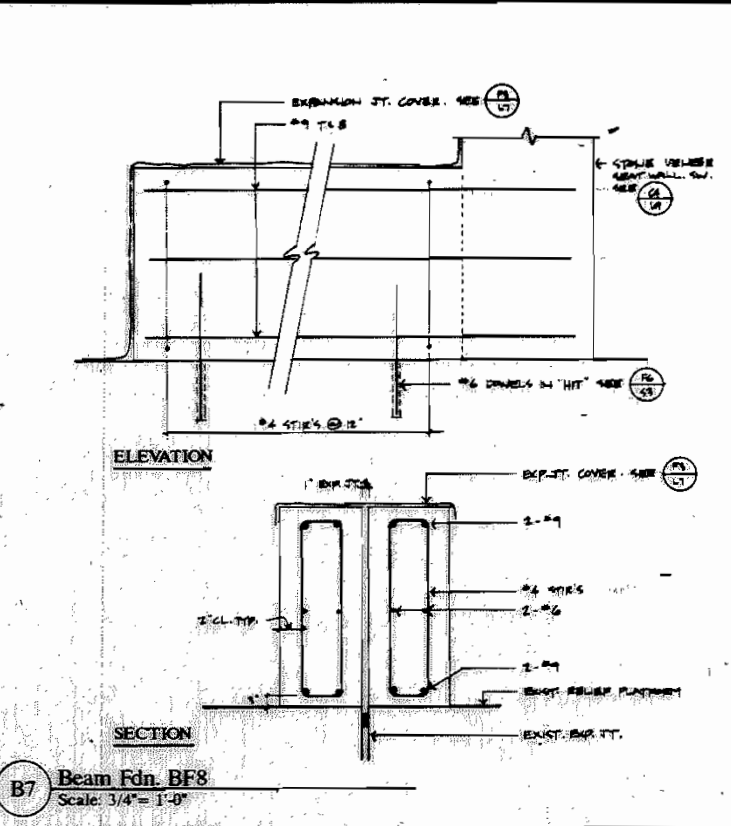
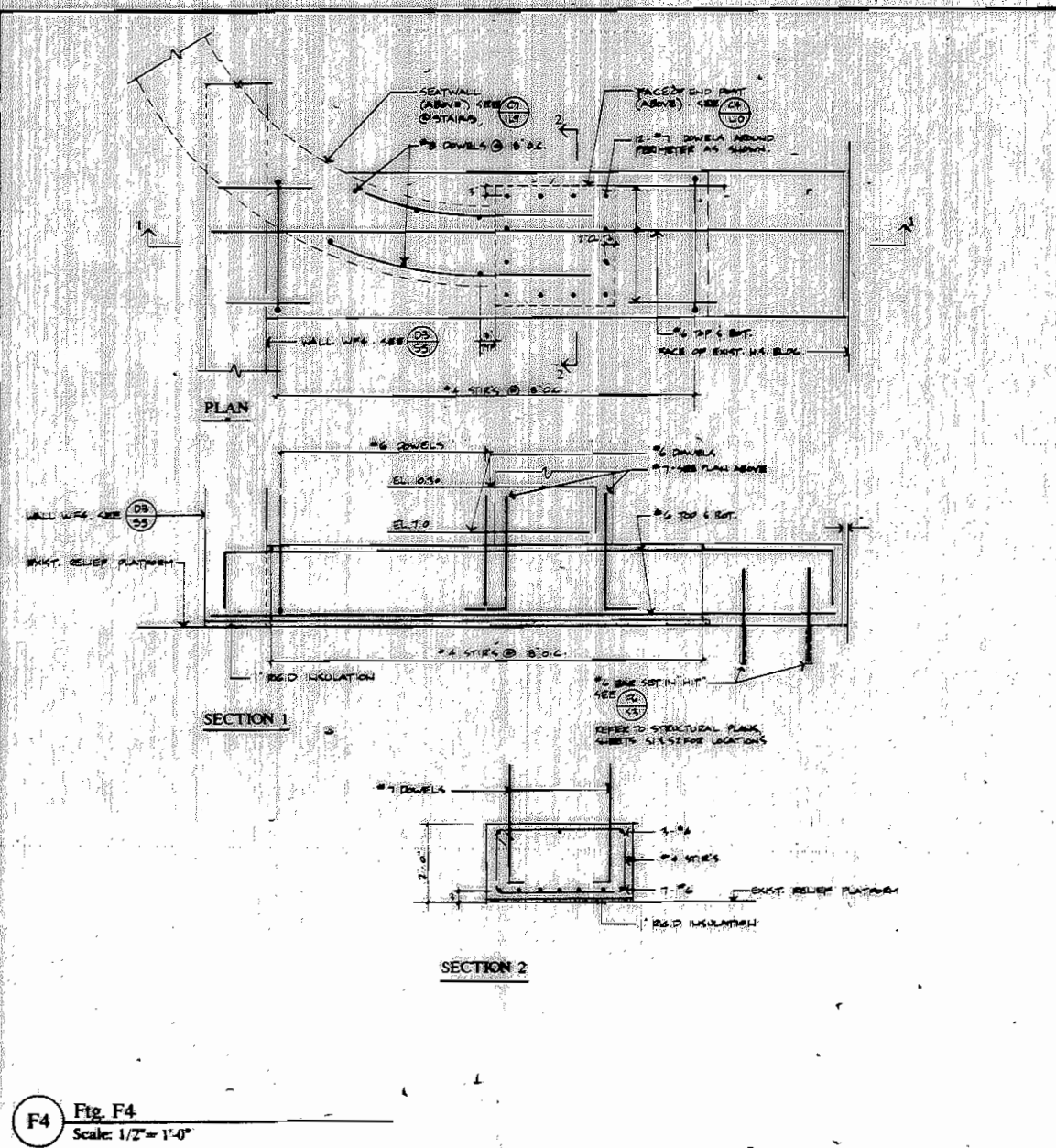
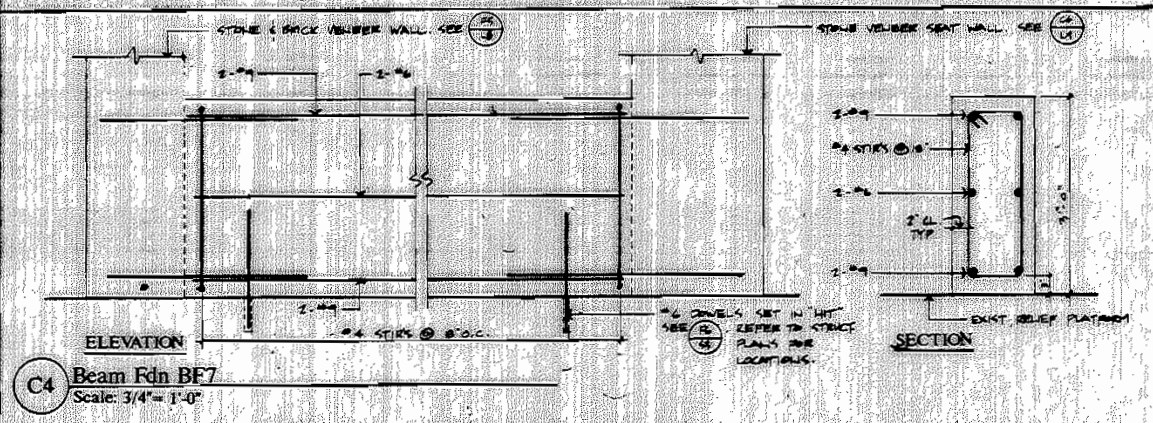
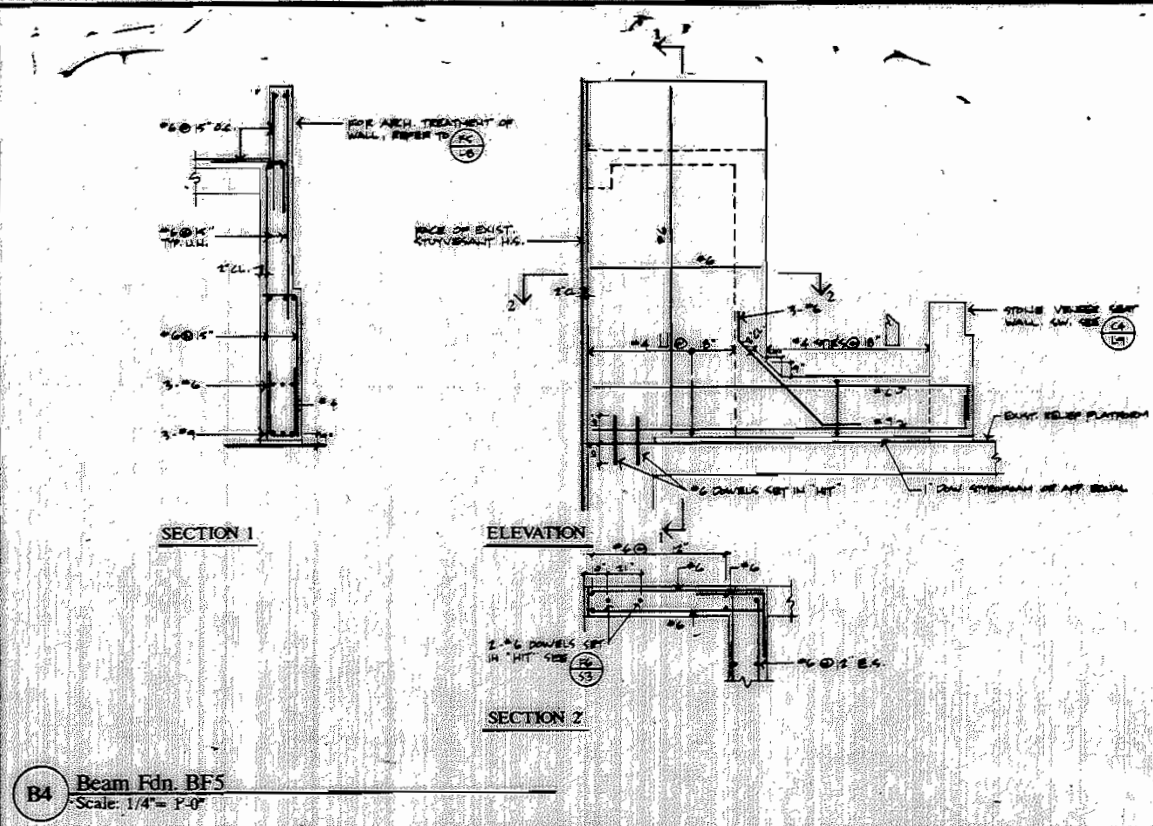
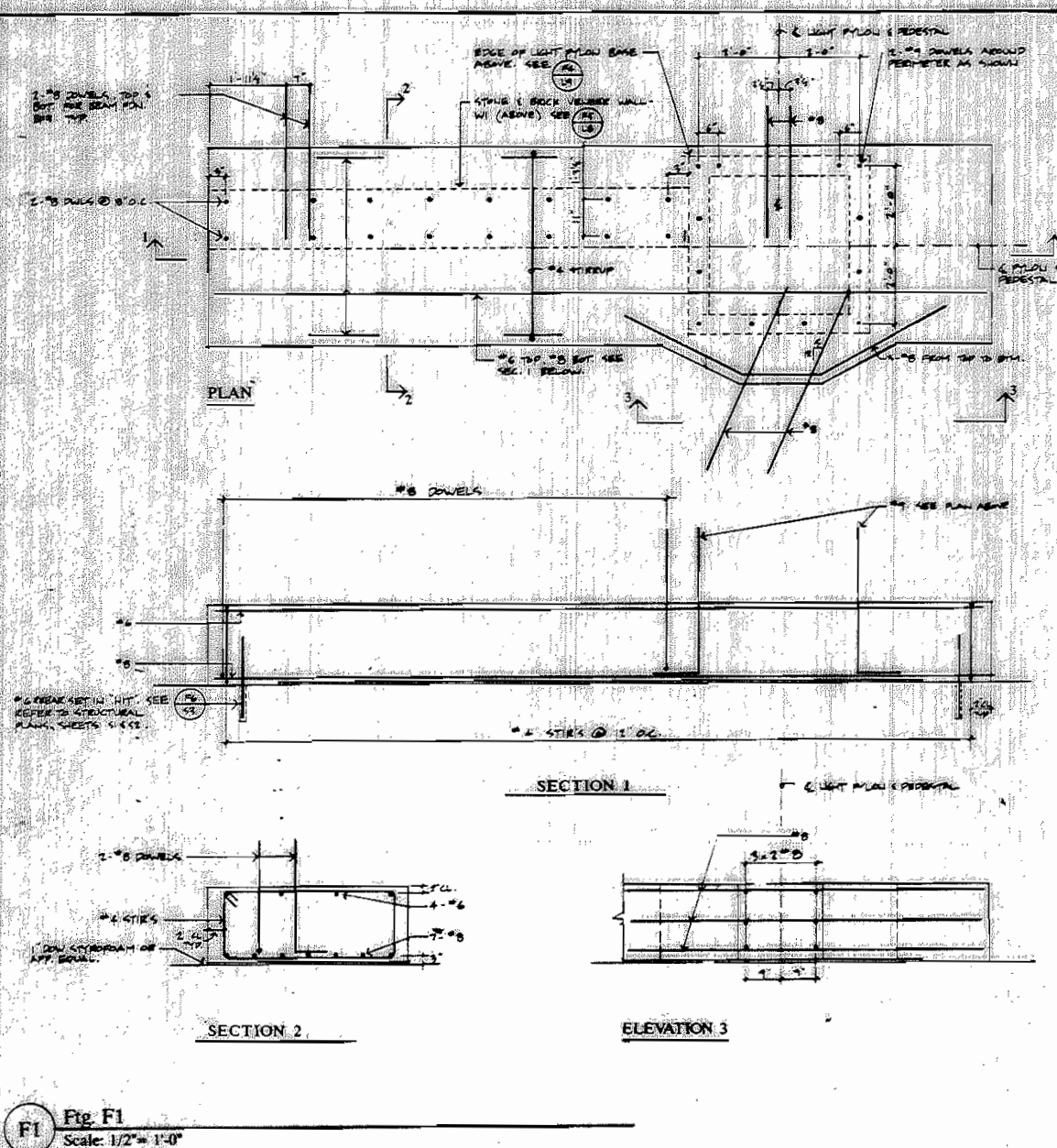
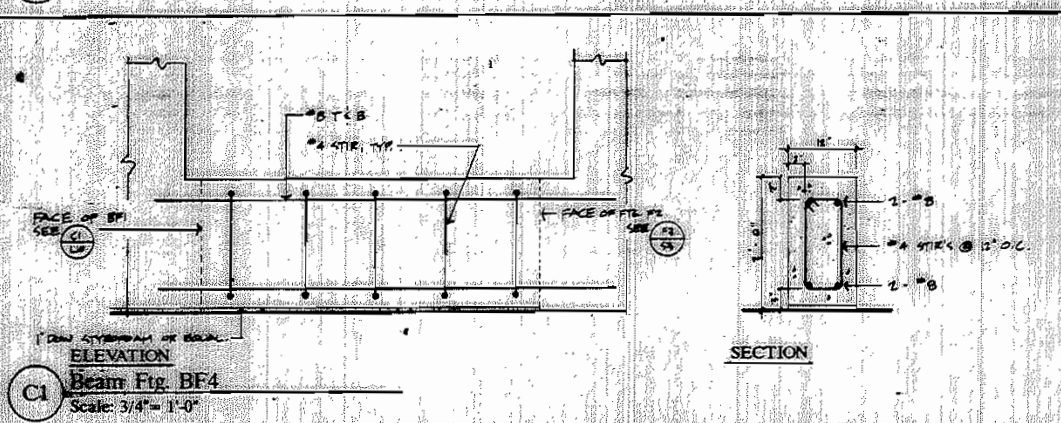
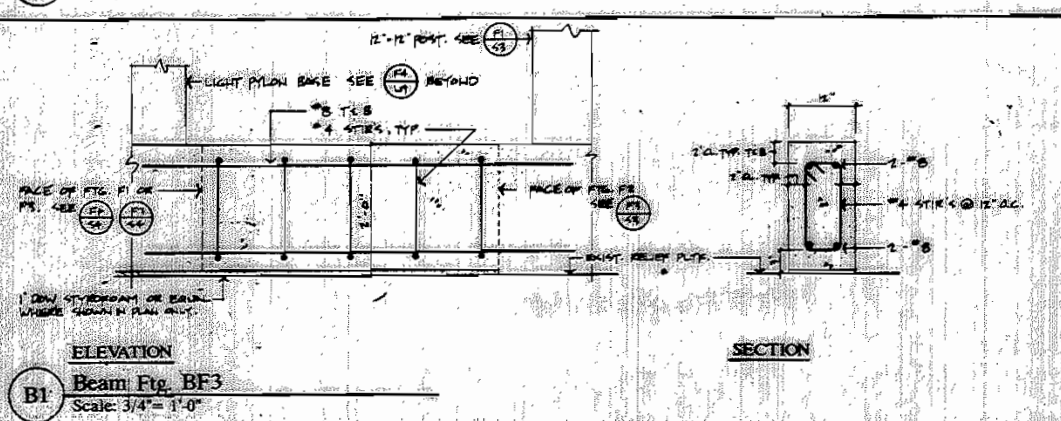
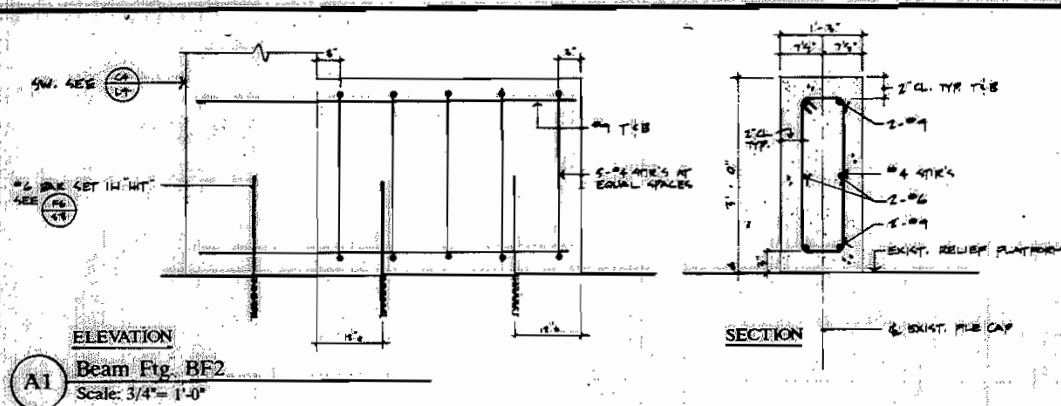
Location Map:

CARR, LYNCH, HACK AND SANDELL
Planners, Architects and Landscape Architects

1385 Cambridge Street
Cambridge, MA 02139
617-661-6066
Fax 617-661-6022
Incorporated 1980

Drawn by: AS SHOWN Drawing No.: S5
Date: 30 NOVEMBER 1990
Checked: _____
Project No.: 552

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ONE WORLD FINANCIAL CENTER
NEW YORK, NY 10017

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Consulting Engineers
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New York, NY 10017

Location Map:

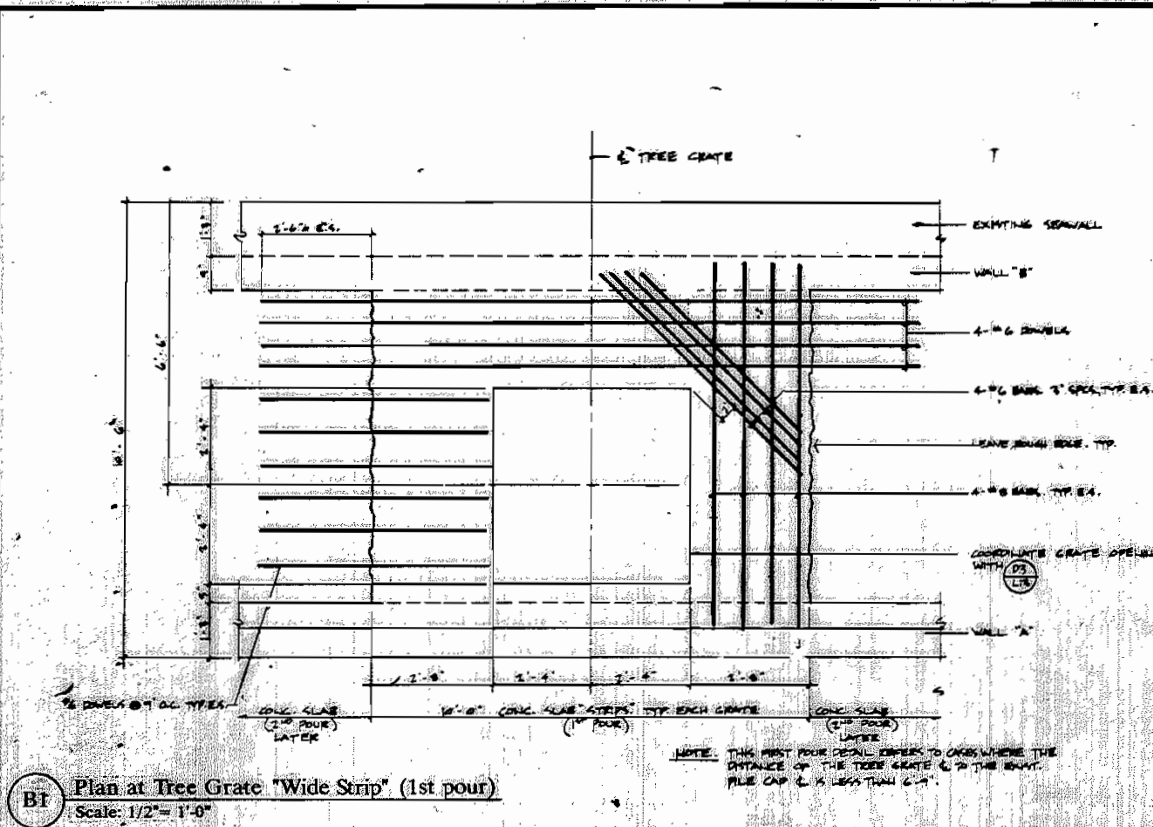
CARR, LYNCH, HACK AND SANDELL
Planner, Architect and Landscape Architects

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617 661-5566
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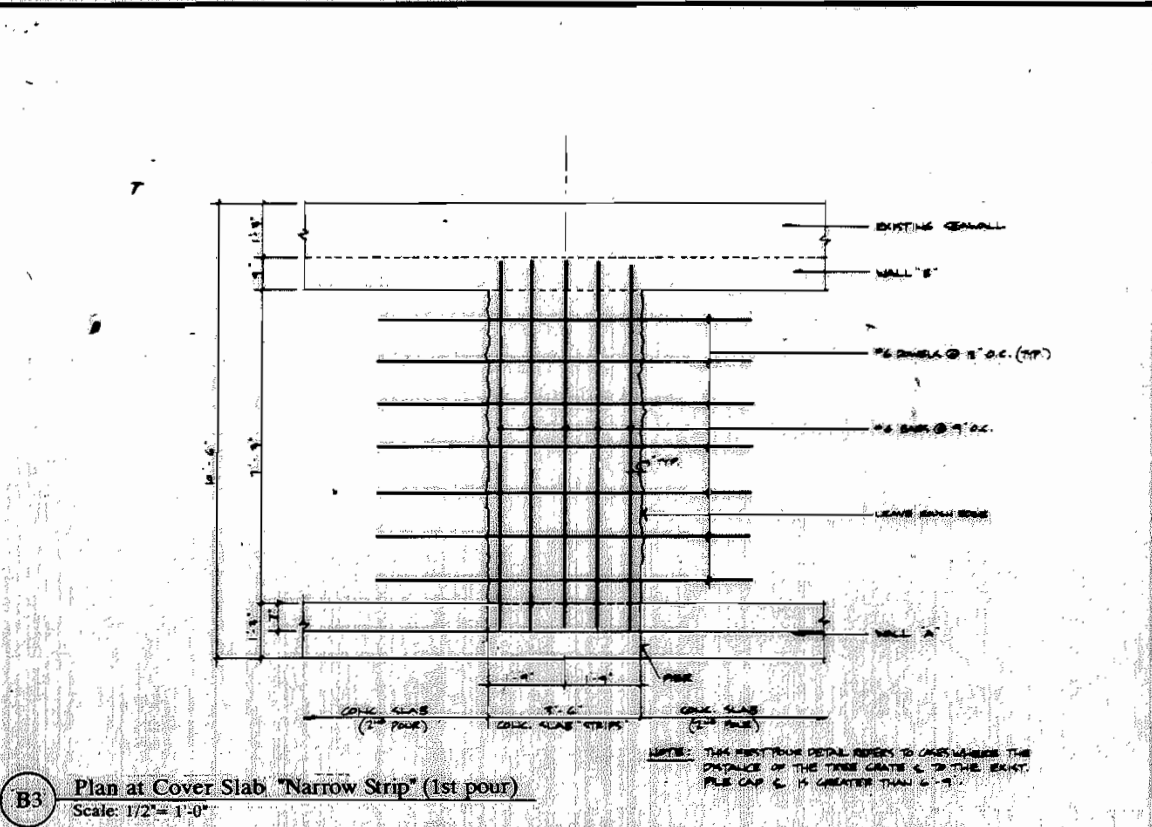
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Scale: AS SHOWN
Date: 30 NOVEMBER 1990
Sheet: **S4**

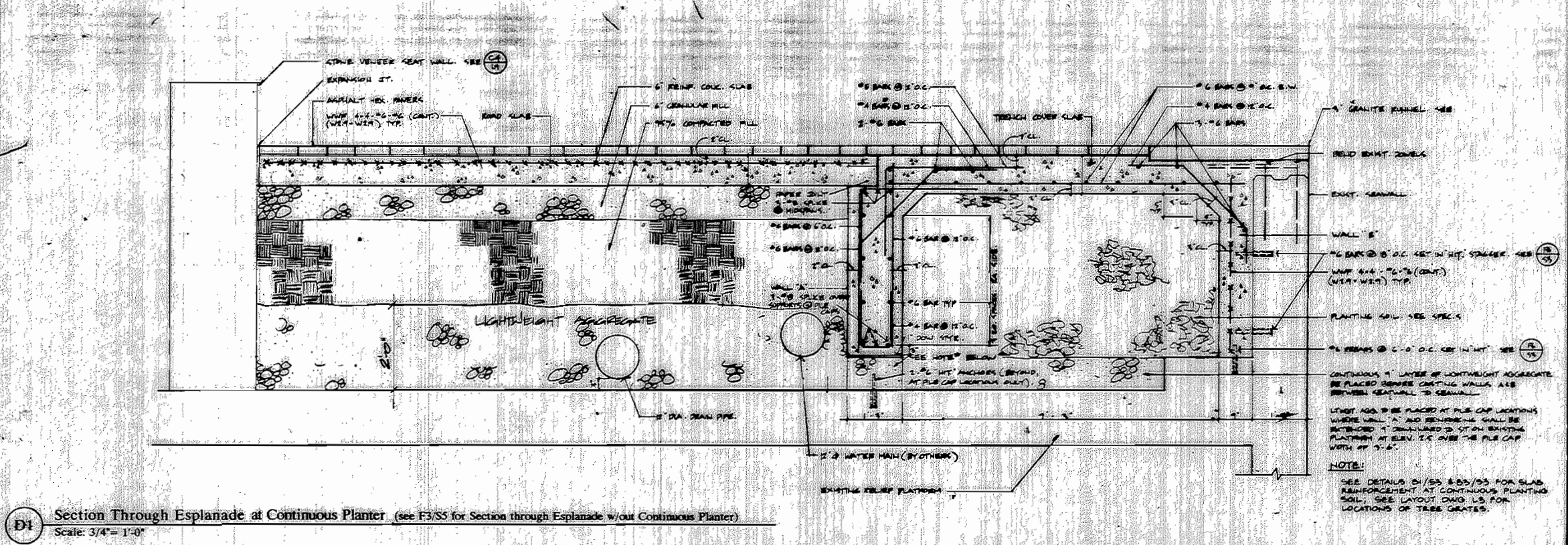
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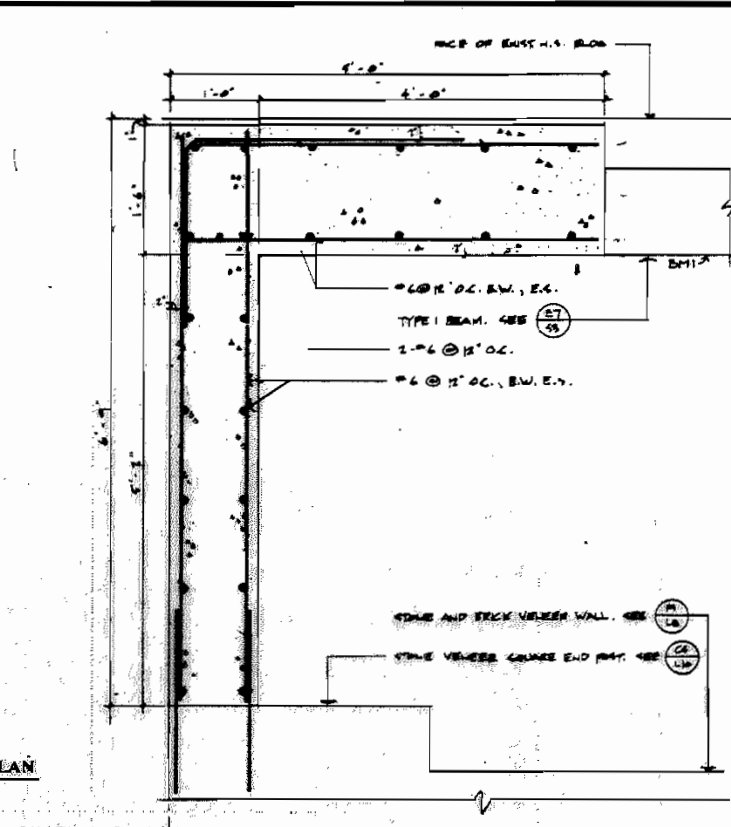
B1 Plan at Tree Grate "Wide Strip" (1st pour)
Scale: 1/2" = 1'-0"



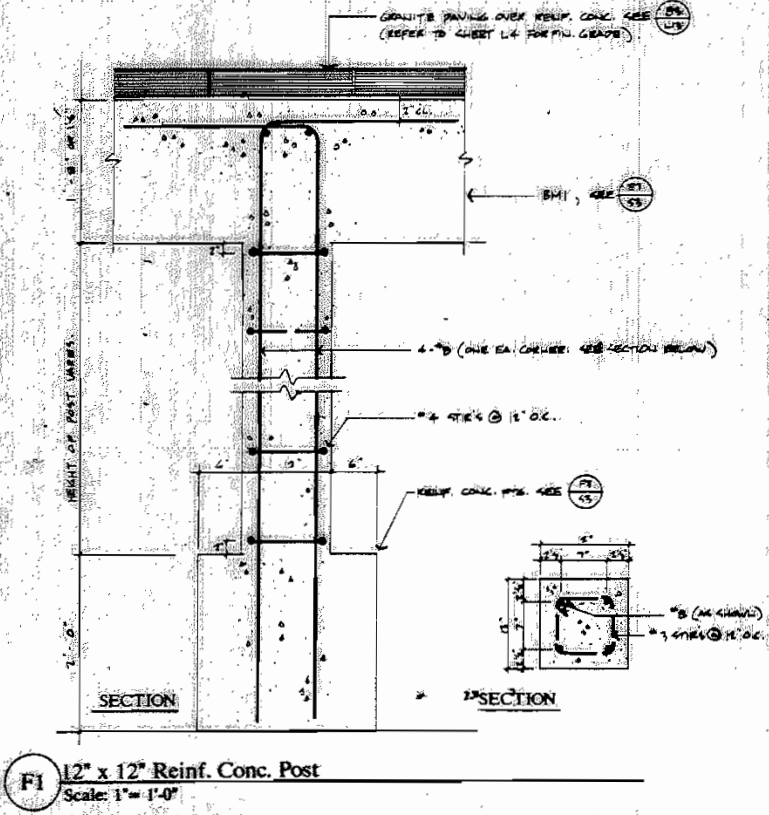
B3 Plan at Cover Slab "Narrow Strip" (1st pour)
Scale: 1/2" = 1'-0"



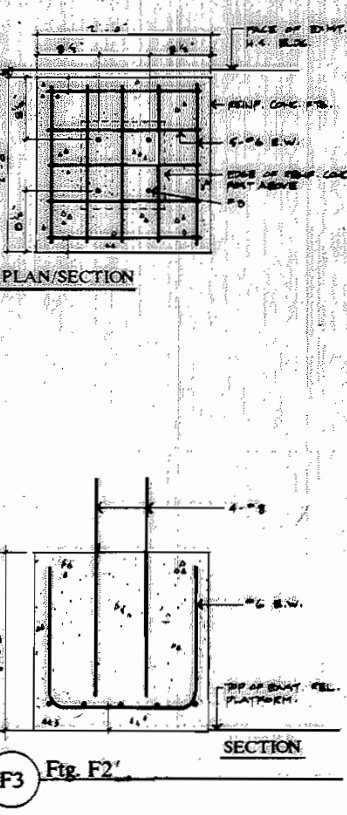
D1 Section Through Esplanade at Continuous Planter (see F3/S5 for Section through Esplanade w/out Continuous Planter)
Scale: 3/4" = 1'-0"



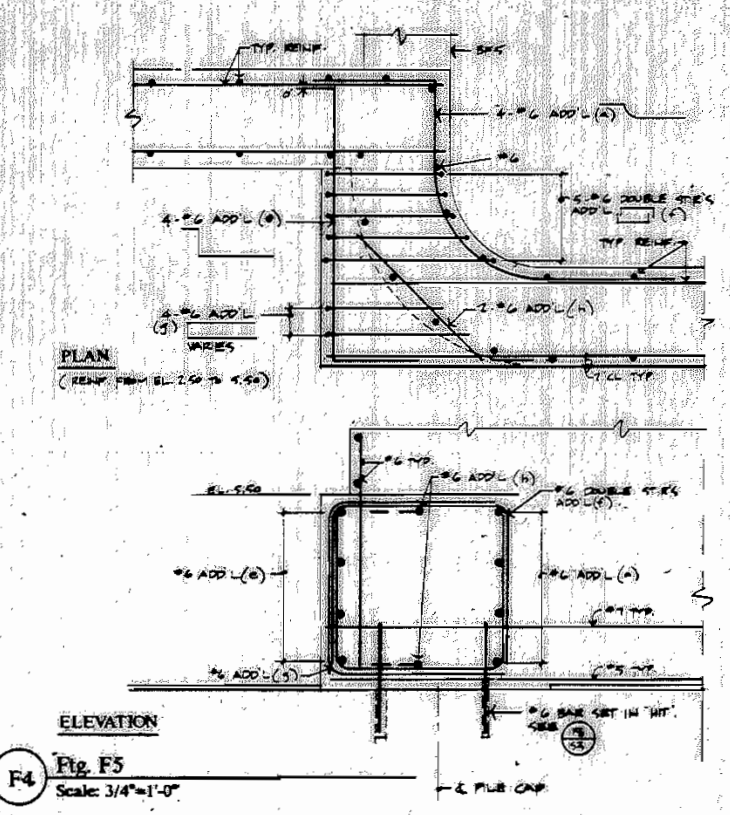
D5 Wall at Bottom of Ramp
Scale: 1" = 1'-0"



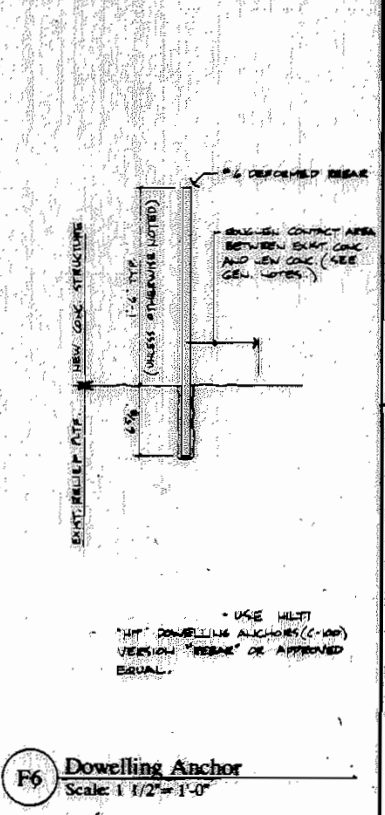
F1 12' x 12' Reinf. Conc. Post
Scale: 1" = 1'-0"



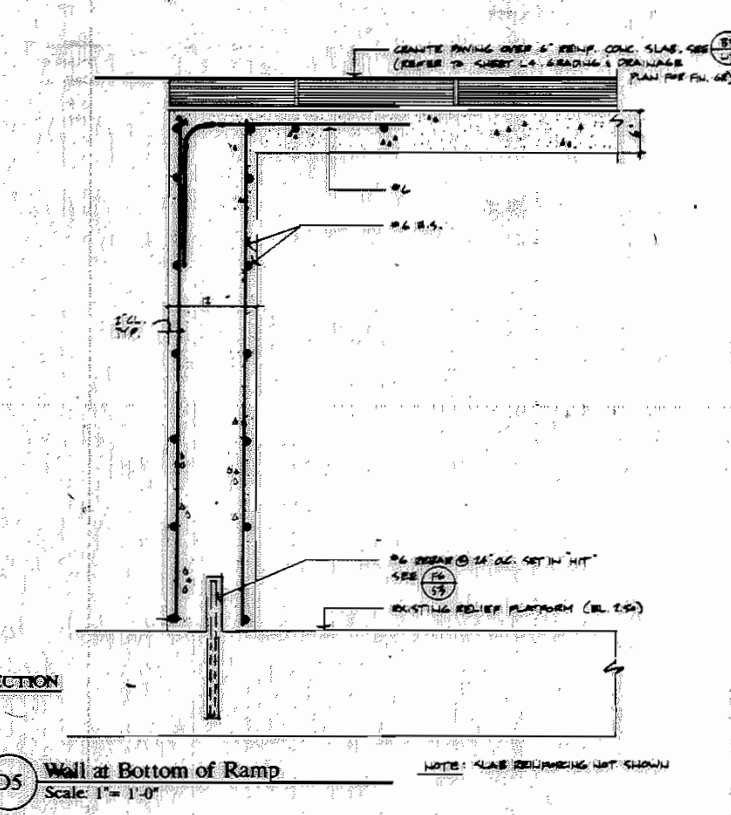
F3 Fig. F2'



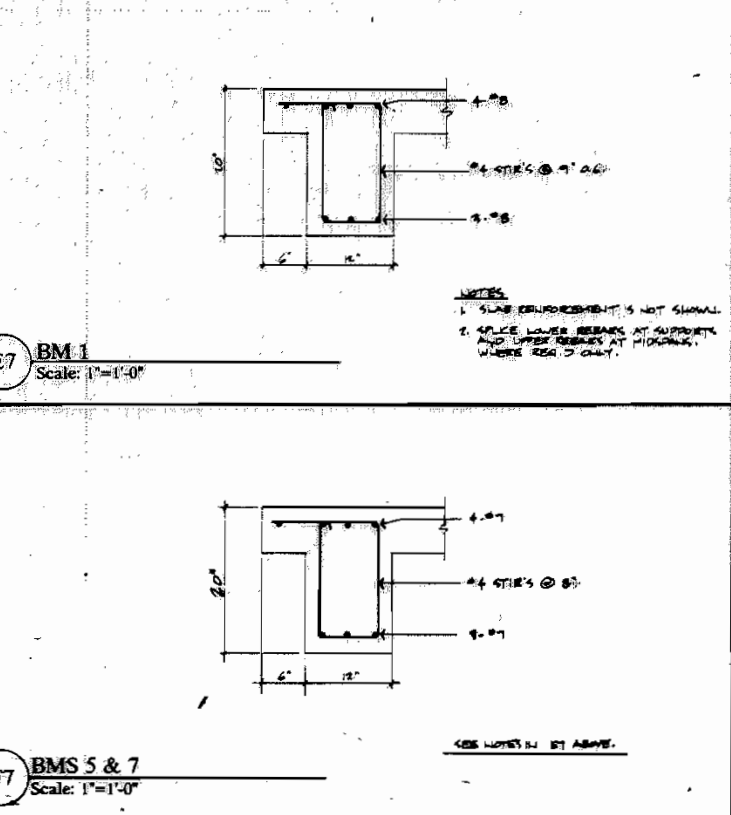
F4 Fig. F5
Scale: 3/4" = 1'-0"



F6 Dowelling Anchor
Scale: 1 1/2" = 1'-0"



D5 Wall at Bottom of Ramp
Scale: 1" = 1'-0"

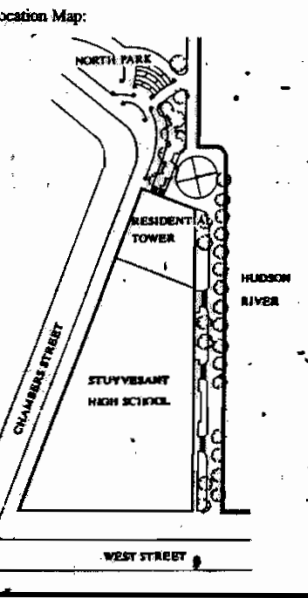


F7 BMS 5 & 7
Scale: 1" = 1'-0"

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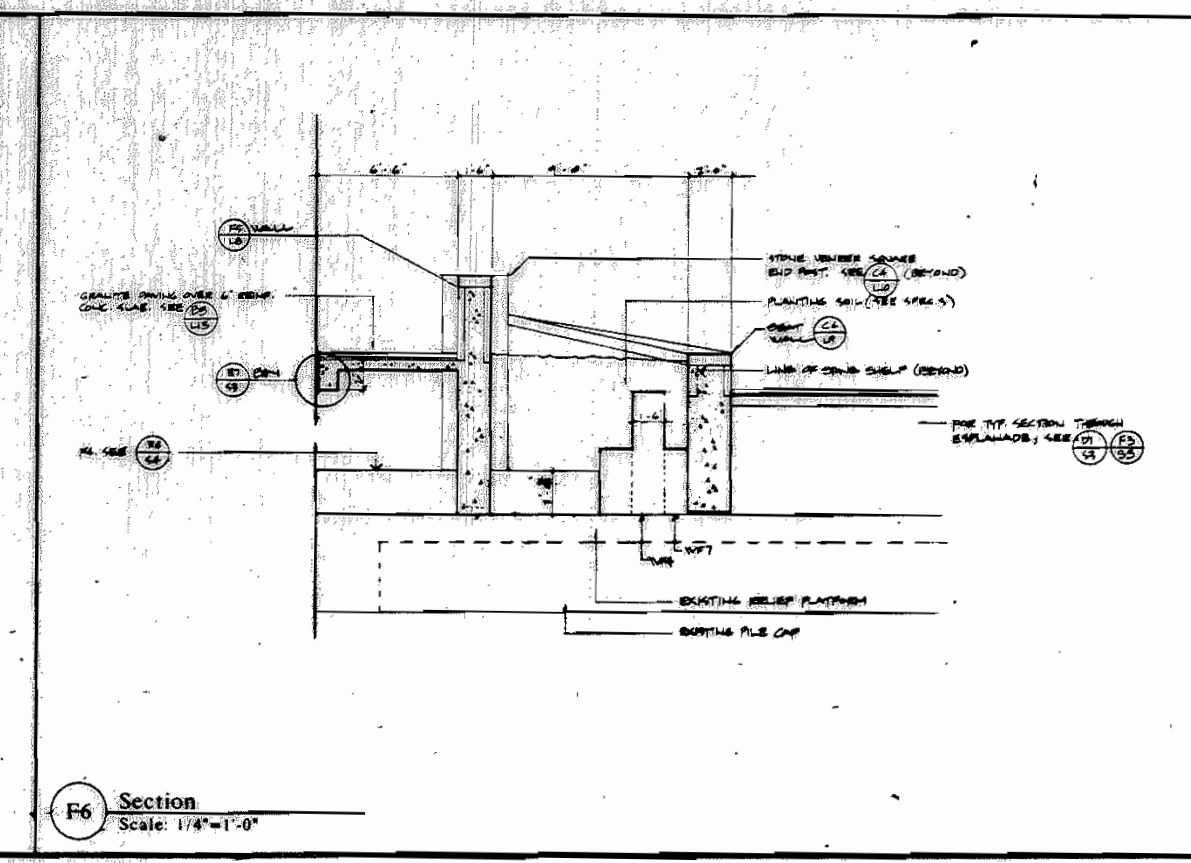
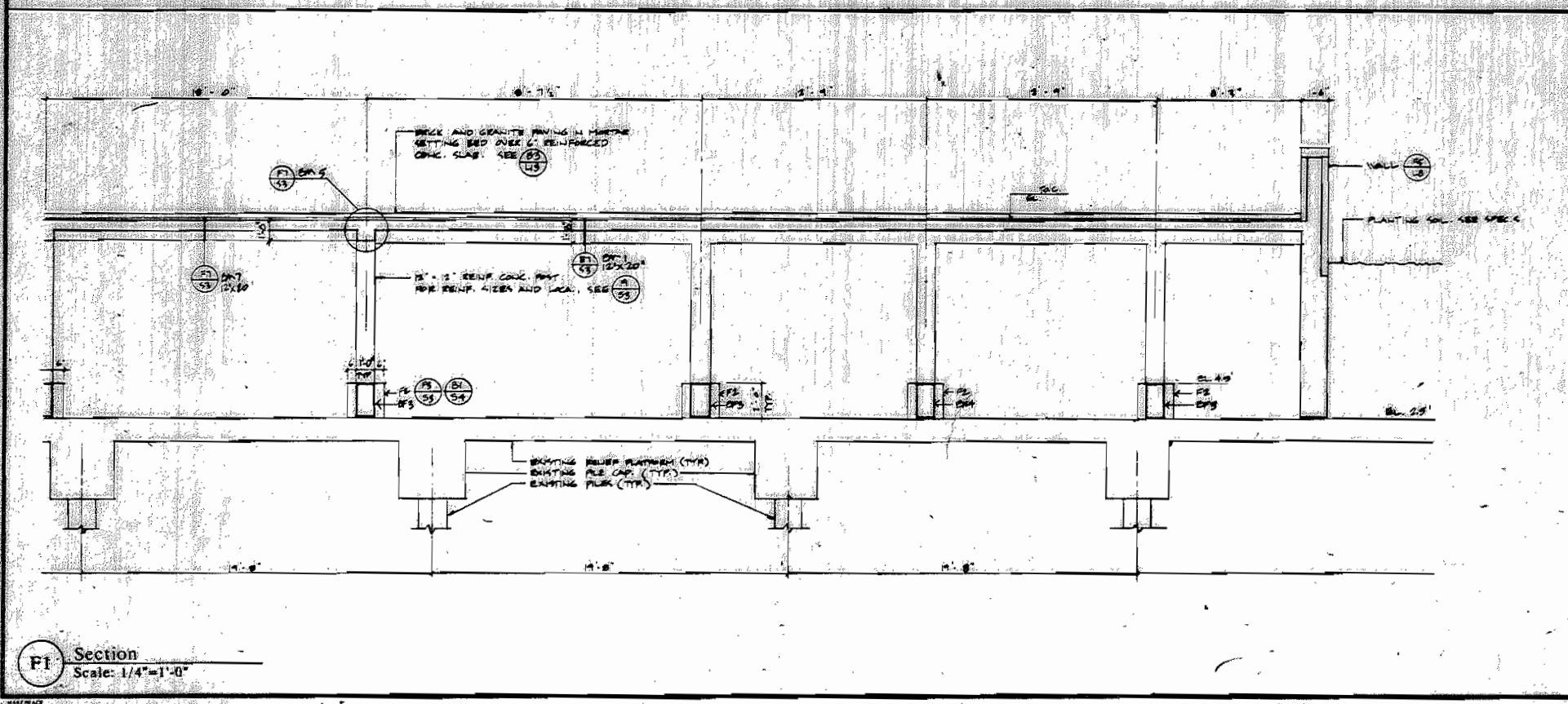
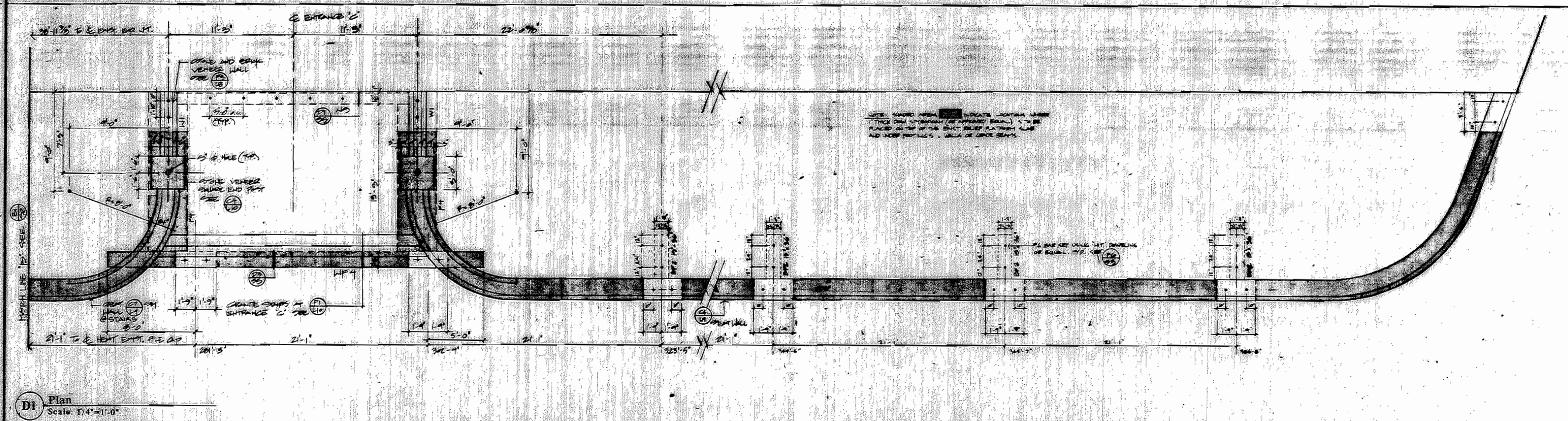
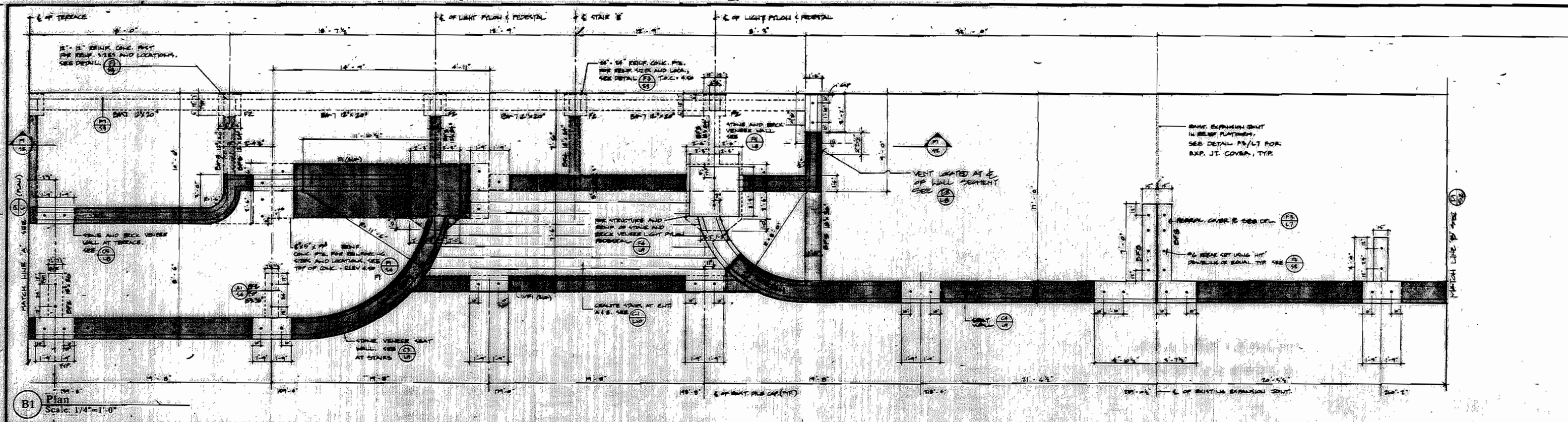
Yasael A. Seisuk P.C.
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STRUCTURAL PLANS, SECTIONS, AND DETAILS

Scale: AS SHOWN
Date: 30 NOVEMBER 1999
Sheet: **S3**



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BATTERY PARK CITY AUTHORITY

200 WORLD FINANCIAL CENTER
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Location Map:

CARR, LYNCH, HACK AND SANDELL
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Incorporated 1982

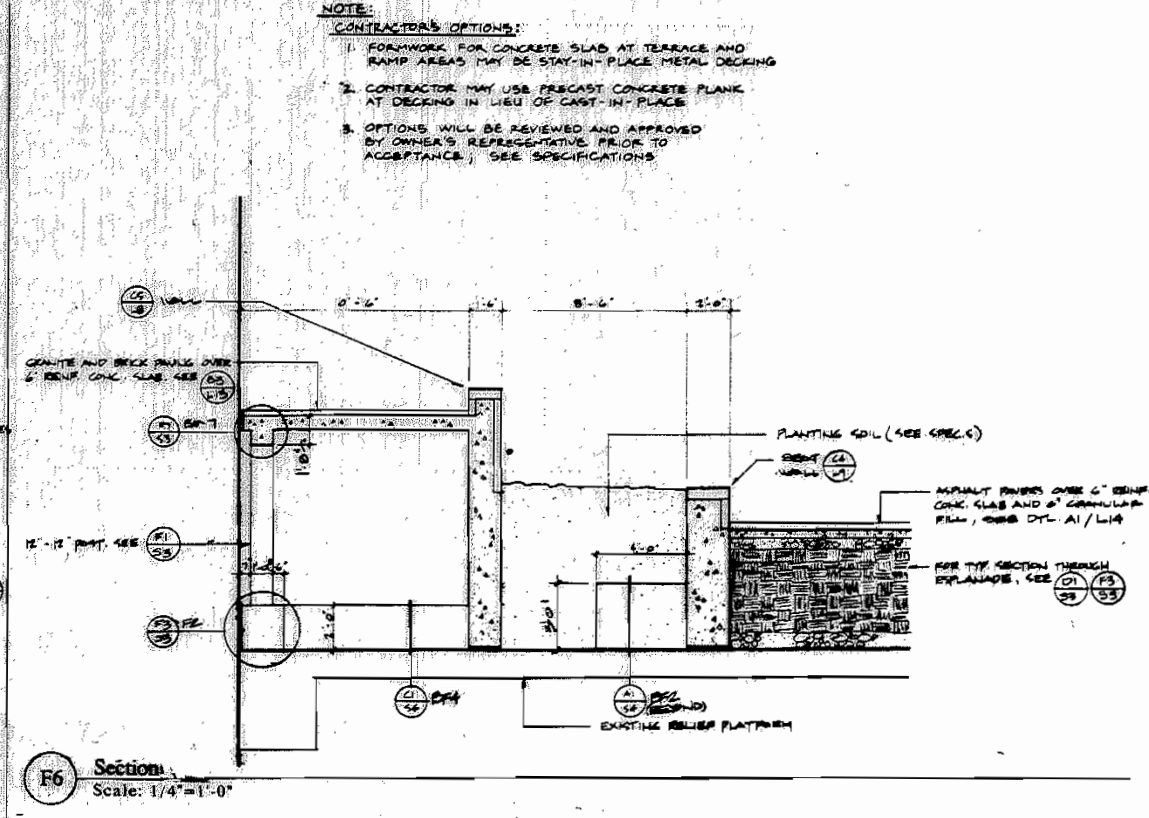
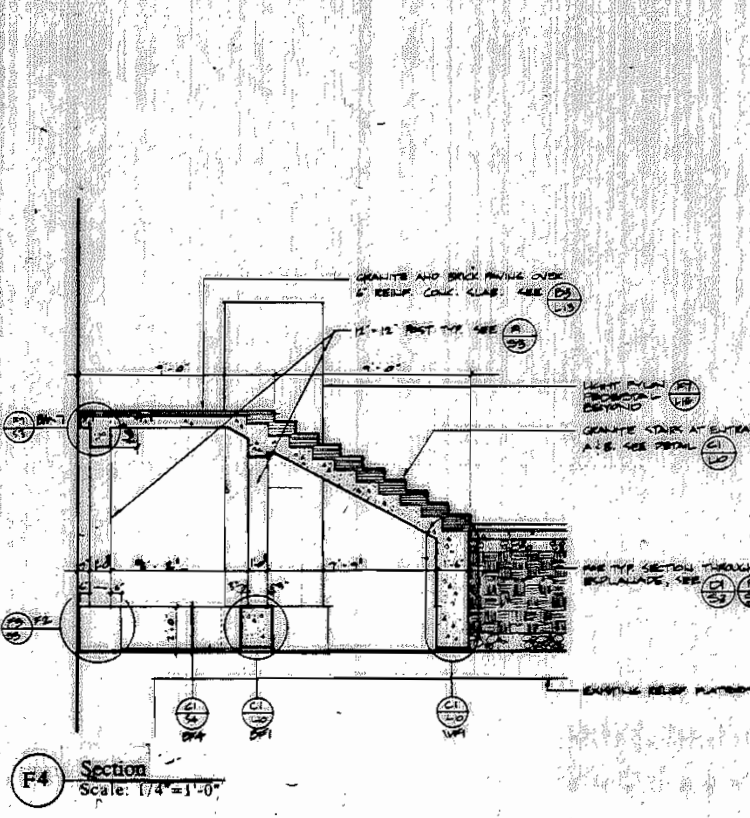
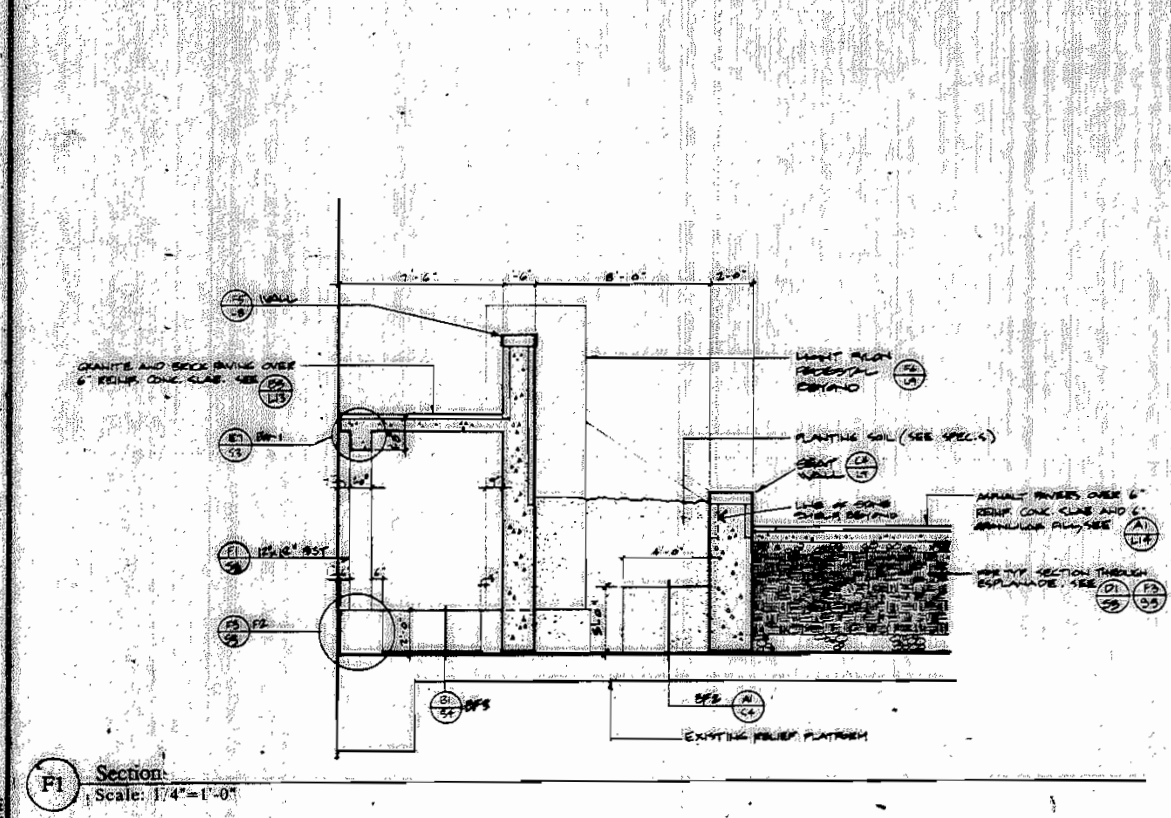
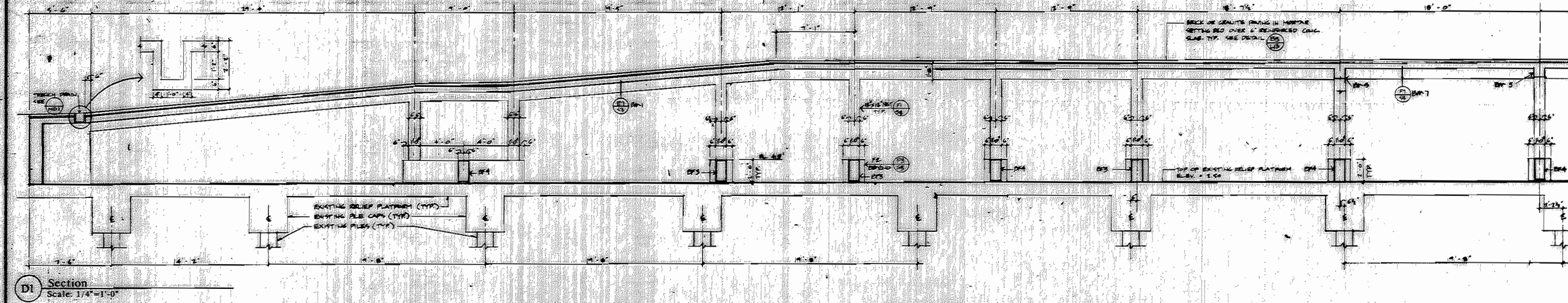
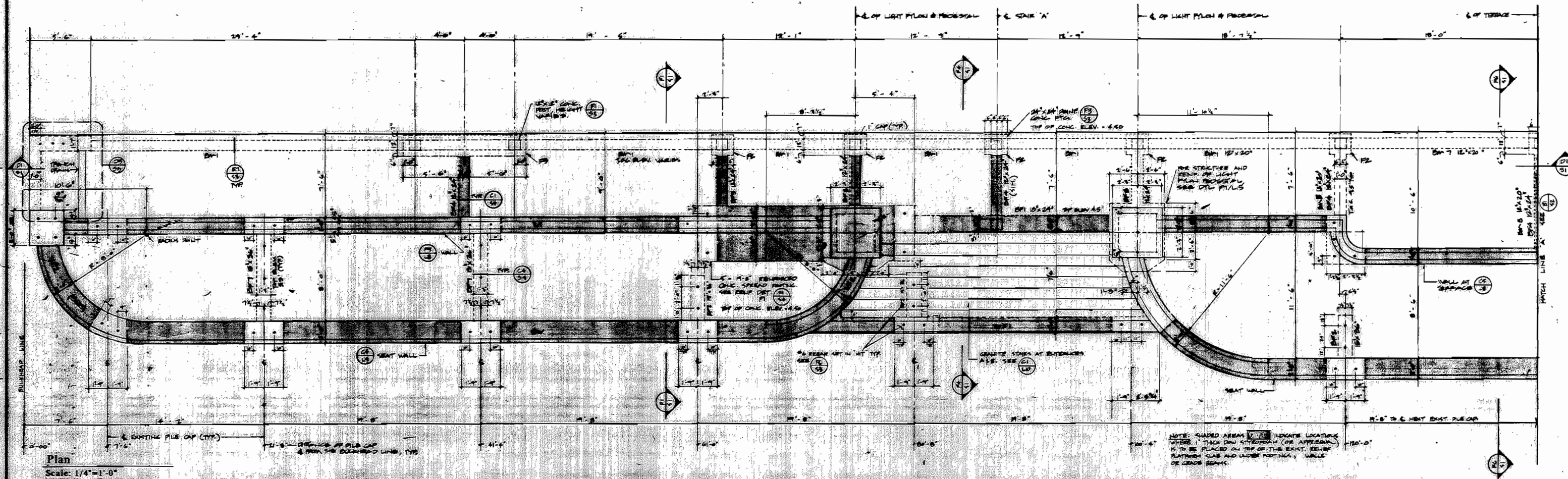
**STRUCTURAL PLANS,
ELEVATIONS, AND SECTIONS**

Scale: 1/4" = 1'-0"

Date: 30 NOVEMBER 1999

Sheet: **S2**

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BATTERY PARK CITY AUTHORITY

ONE WORLD FINANCIAL CENTER
NEW YORK, NY 10001

Yisrael A. Seink P.C.
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219 East 42nd Street
New York, NY 10017

Location Map:

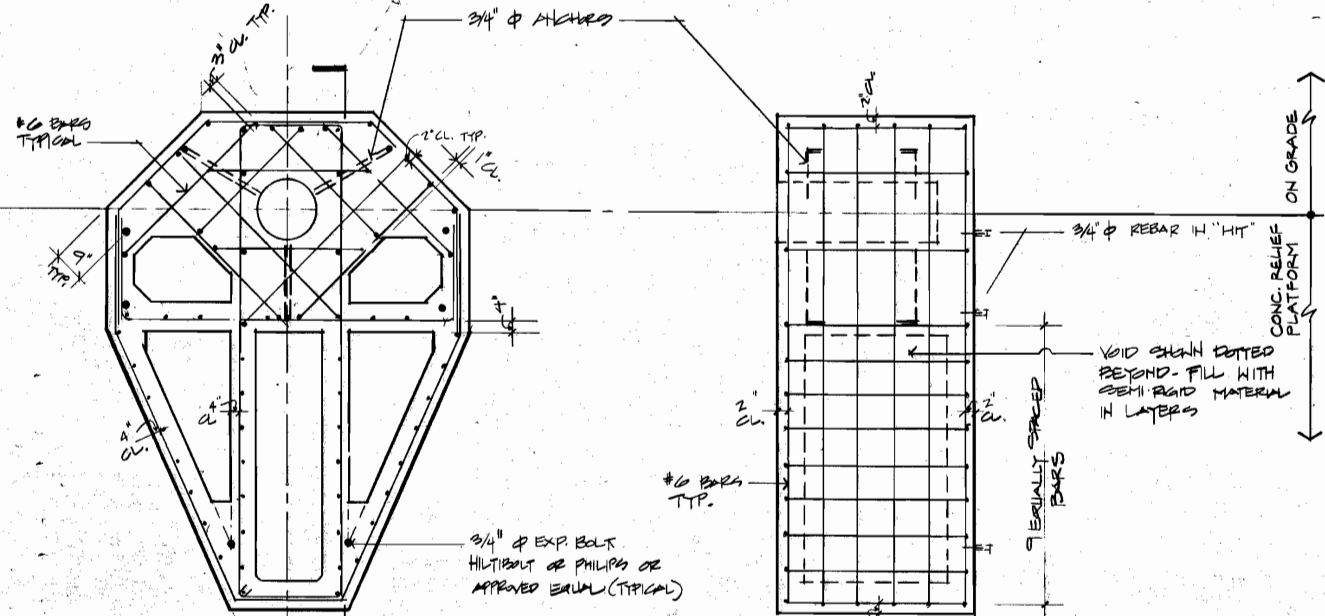
CARR, LYNCH, HACK AND SANDELL
Partners, Architects and Landscape Architects

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Cambridge, MA 02139
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Fax 617 661-5822
Incorporated 1982

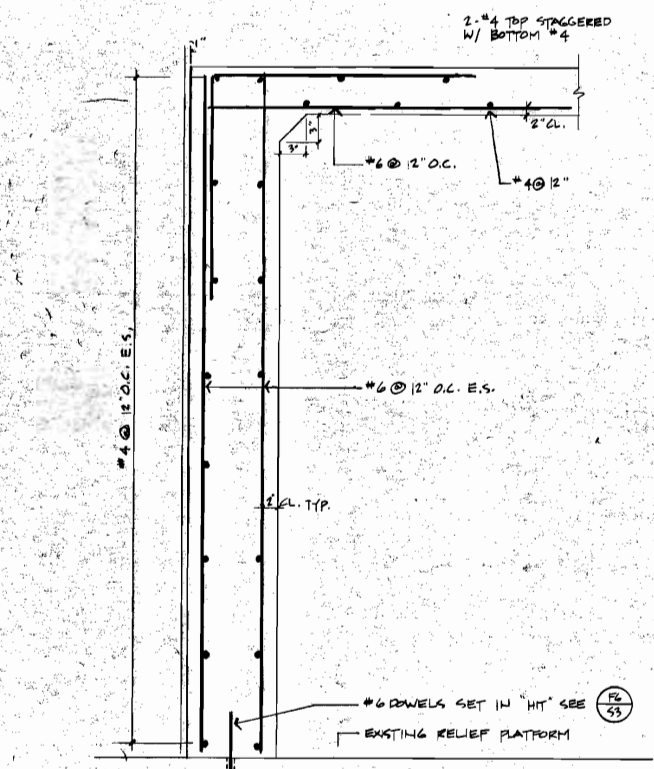
STRUCTURAL PLAN, ELEVATIONS, AND SECTIONS

DATE: 30 NOVEMBER 1999
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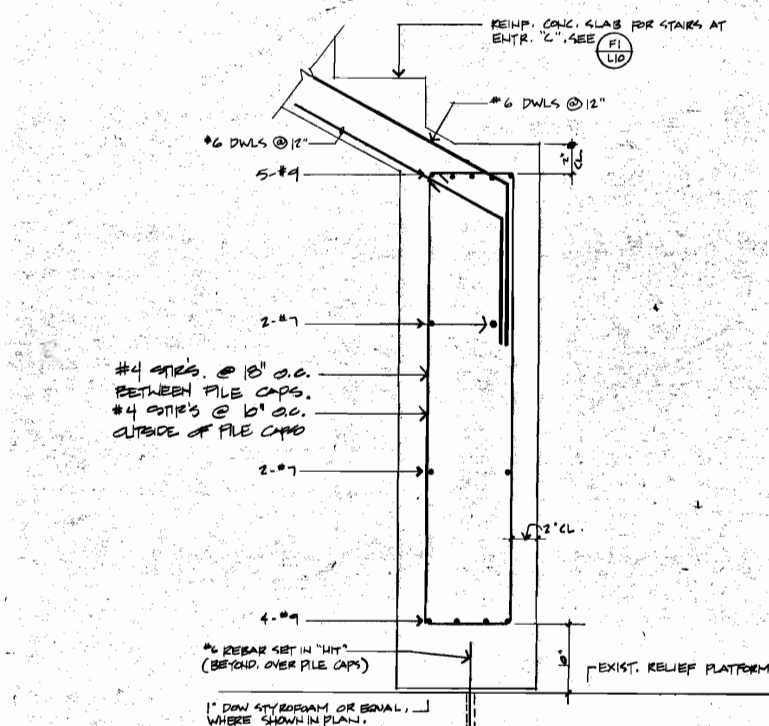
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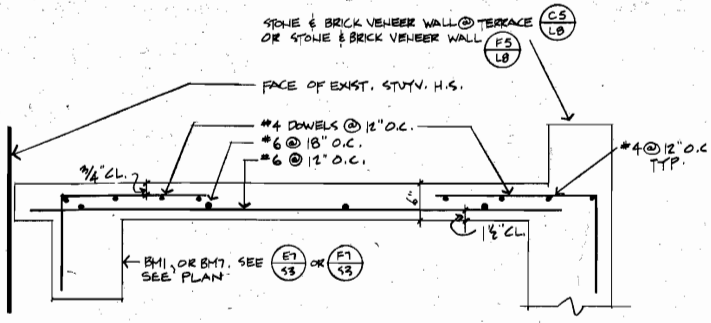
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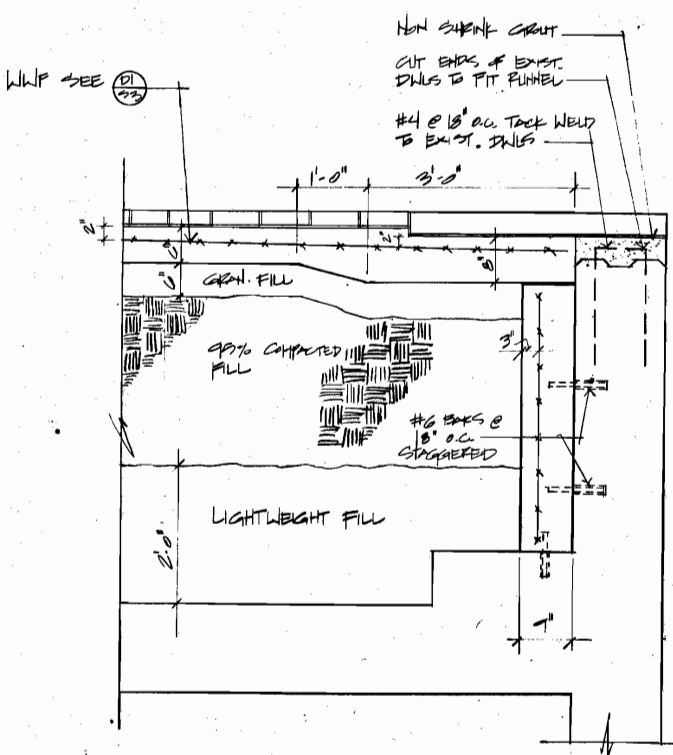
D1 Wall W5
Scale: 1"=1'-0"



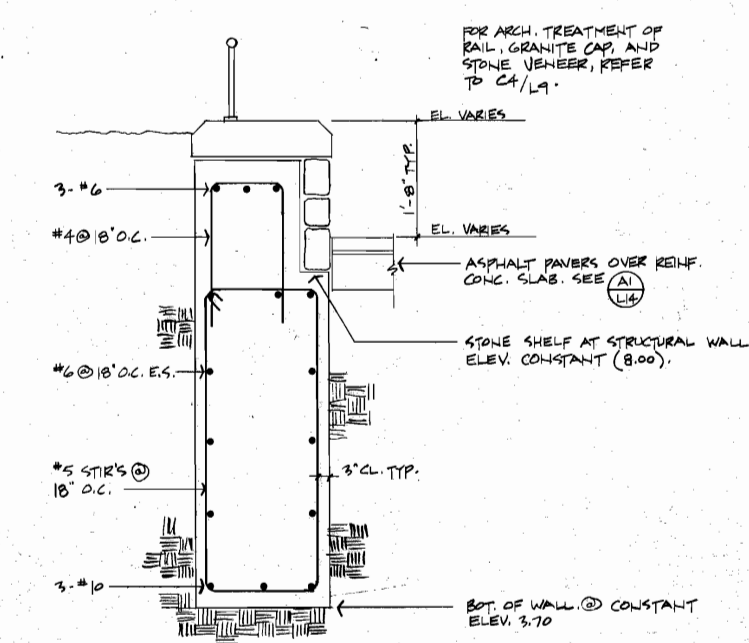
D3 Wall Ftg. WF4
Scale: 1"=1'-0"



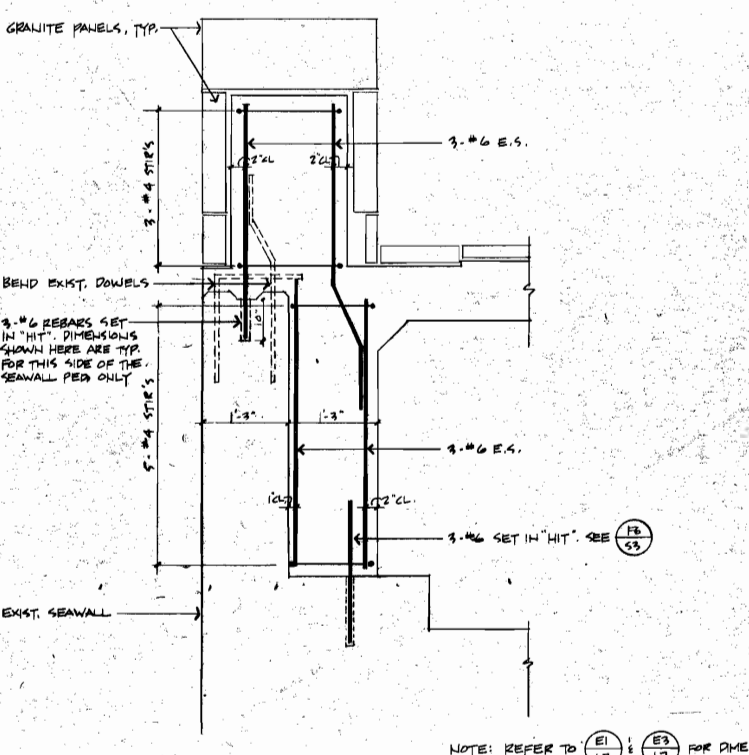
E1 Typ. Slab Reinforcement
Scale: 3/4"=1'-0"



F3 SECTION AT ESPLANADE SEAWALL WAIT CONTINUOUS PLANTER
Scale: 3/4"=1'-0"

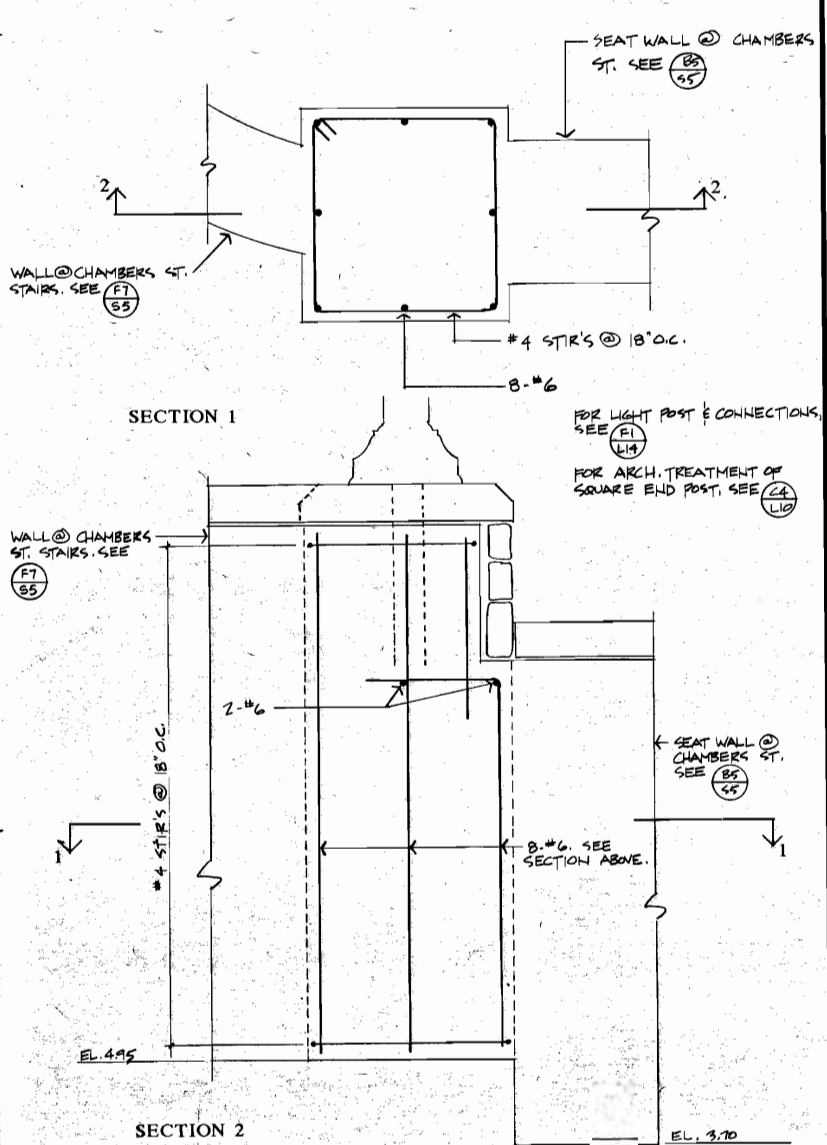


B5 Seat Wall at Chambers St.
Scale: 3/4"=1'-0"

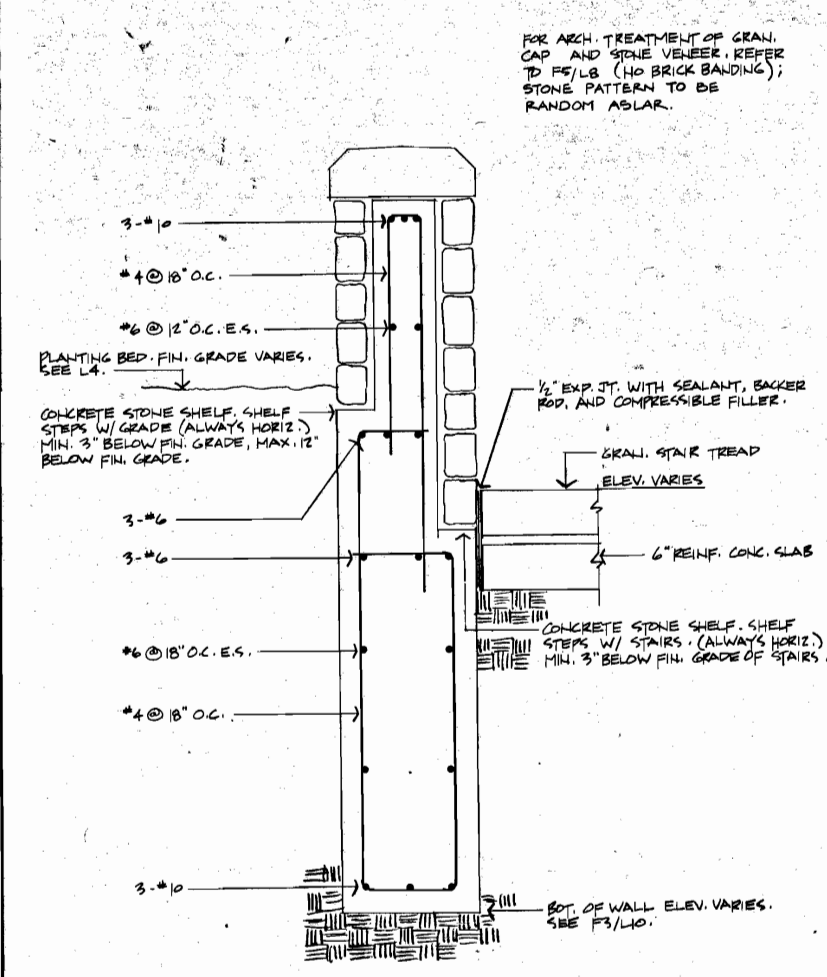


D5 Seawall Section at Pedestal Lamp Post
Scale: 3/4"=1'-0"

- STRUCTURAL GENERAL NOTES**
- ALL MILE CAP CENTERLINE LOCATIONS, INDICATED IN PLANS FOR CONTRACTOR REFERENCE, HAVE BEEN TAKEN FROM THE MURDER RIVER NORTH PARK PLATFORM AND SEAWALL DRAWINGS. ALL MEASUREMENTS BASED ON THIS INFORMATION SHALL BE INDEPENDENTLY VERIFIED FOR ACCURACY, ALLOWING FOR TOLERANCES OF 1/2 INCH AT EACH LOCATION.
 - ALL CONCRETE MATERIALS AND WORKMANSHIP SHALL CONFORM TO THE BUILDING CODE REQUIREMENTS FOR REINFORCED CONCRETE OF THE A.C.I. 318 AS MODIFIED BY NYC BUILDING CODE, AND AASHTO, LATEST EDITION.
 - ALL CAST IN PLACE CONCRETE SHALL DEVELOP 4000 PSI STRENGTH AT 28 DAYS.
 - PORTLAND CEMENT SHALL COMPLY WITH LATEST REQUIREMENTS OF ASTM DESIGNATION C-150 AND SHALL BE TYPE II. AGGREGATE TO CONFORM TO ASTM SPEC C-33.
 - CONCRETE SHALL BE AIR-ENTRAINED WITH 5% TO 7% AIR CONTENT BY VOLUME.
 - ALL EXPOSED CONCRETE EDGES SHALL HAVE 3/4 INCH CHAMFERS.
 - CONTACT AREAS OF EXISTING CONCRETE WITH NEW CONCRETE SHALL BE CLEANED AND ROUGHENED.
 - METAL REINFORCING SHALL BE DEFORMED BARS INTERMEDIATE GRADE BILLET STEEL (ASTM DESIGNATION A-615, GRADE 60). REINFORCEMENT SHALL CONFORM TO THE LATEST REVISION OF ASTM DESIGNATION A-615.
 - ALL BENDS AND LAPS SHALL BE DETAILED IN ACCORDANCE WITH THE MANUAL OF STANDARD PRACTICE FOR DETAILING OF REINFORCED CONCRETE STRUCTURES (ACI 318R). LONGITUDINAL REINFORCEMENT IS CONTINUOUS. SPLICES FOR SLABS AND WALLS REINFORCEMENT SHALL BE STAGGERED WHERE POSSIBLE.
 - ALL REINFORCEMENT STEEL SHALL BE EPOXY COATED PER CURRENT ASTM DESIGNATION A-775-83.
 - PLACING DIMENSIONS ARE GIVEN TO CENTER OF BARS, UNLESS OTHERWISE NOTED. SHIFT OR BEND BARS TO CLEAR PREVIOUSLY PLACED ANCHORAGE REBARS.
 - CONSTRUCTION JOINTS SHALL BE SPACED APPROXIMATELY 10 FT. LOCATION OF CONSTRUCTION JOINTS SHALL BE SUBMITTED TO THE ENGINEER FOR APPROVAL. INDIVIDUAL POURS SHALL NOT EXCEED 70 FEET IN LENGTH.
 - CONTRACTOR MAY EXERCISE AN OPTION TO USE STAY IN PLACE METAL FORMS. DETAILS SUBJECT TO APPROVAL OF ENGINEER.
 - COVER FOR REINFORCEMENT SHALL BE 2" UNLESS OTHERWISE NOTED.
 - LOADING LIMITATIONS FOR PLATFORMS, TERRACES AND STAIRS: MAXIMUM UNIFORM DISTRIBUTED LOAD IS 100 LB/SQ. FT.
 - LOADING LIMITATIONS FOR ROADWAY AND PLANTATION COVER SLAB:
 - A. CONCENTRATED LOAD - SINGLE TRUCK NOT EXCEEDING THE STANDARD HS20-44 LOAD IN ACCORDANCE WITH CURRENT AASHTO SPECIFICATIONS.
 - B. NO CRANE OR SIMILAR CONCENTRATED LOADS ARE PERMITTED WITHOUT PRIOR APPROVAL.
 - THE RELIEF PLATFORM IS DESIGNED FOR HS20 LOADING WITH 3" OF COMPACTED FILL ABOVE IT. CONCRETE TRUCKS ARE LIMITED TO 5 C.Y. WITH A MINIMUM COVER OF 3" OF FILL ABOVE THE PLATFORM. IF THE CONTRACTOR REQUESTS ADDITIONAL LOADING, AND/OR CONCENTRATED LOADS EXCEEDING THESE REQUIREMENTS, PRIOR WRITTEN APPROVAL IS REQUIRED FROM THE ENGINEER.



C7 Square End Post at Bot. Chambers St. Stair
Scale: 3/4"=1'-0"



F7 Stone Veneer Wall at Chambers St. Stair
Scale: 3/4"=1'-0"

Revisions
no. date description

NORTH ESPLANADE

BATTERY PARK CITY AUTHORITY
ONE WORLD FINANCIAL CENTER
NEW YORK, NY 10017

Yarael A. Seinuk P.C.
Consulting Engineers
219 East 42nd Street
New York, NY 10017

Location Map:

CARR, LYNCH, HACK AND SANDELL
Planners, Architects and Landscape Architects

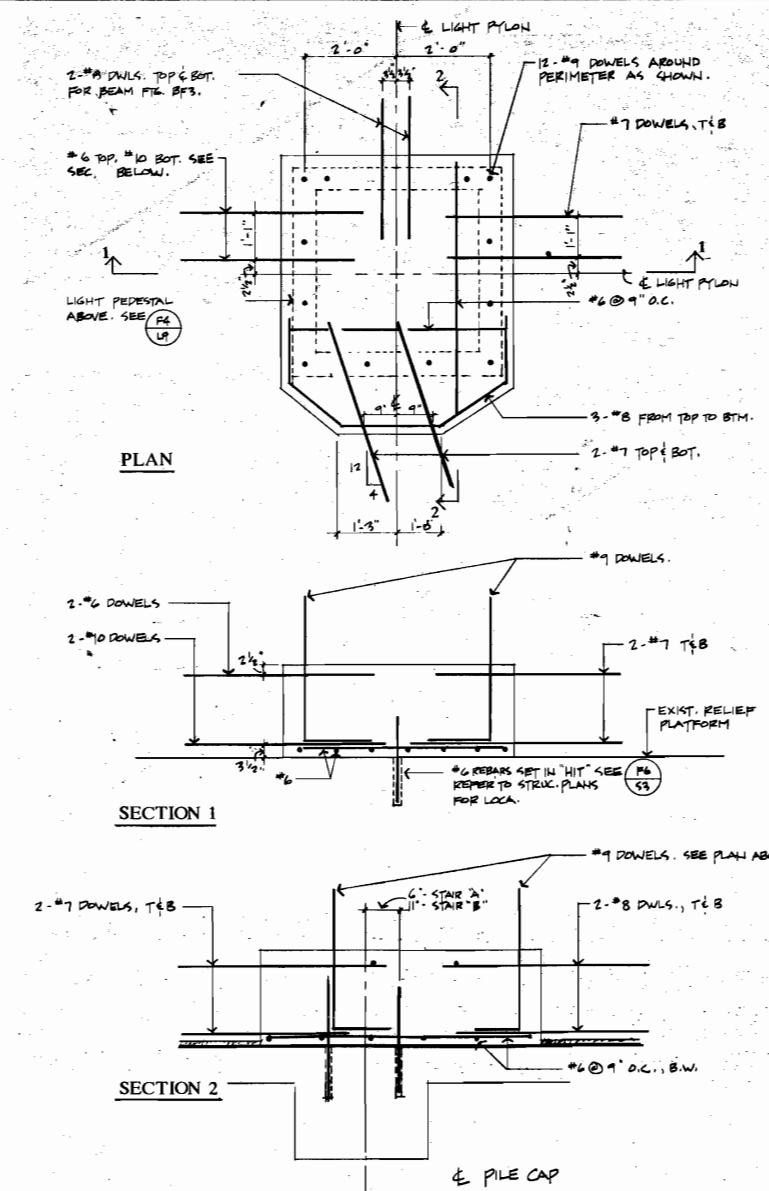
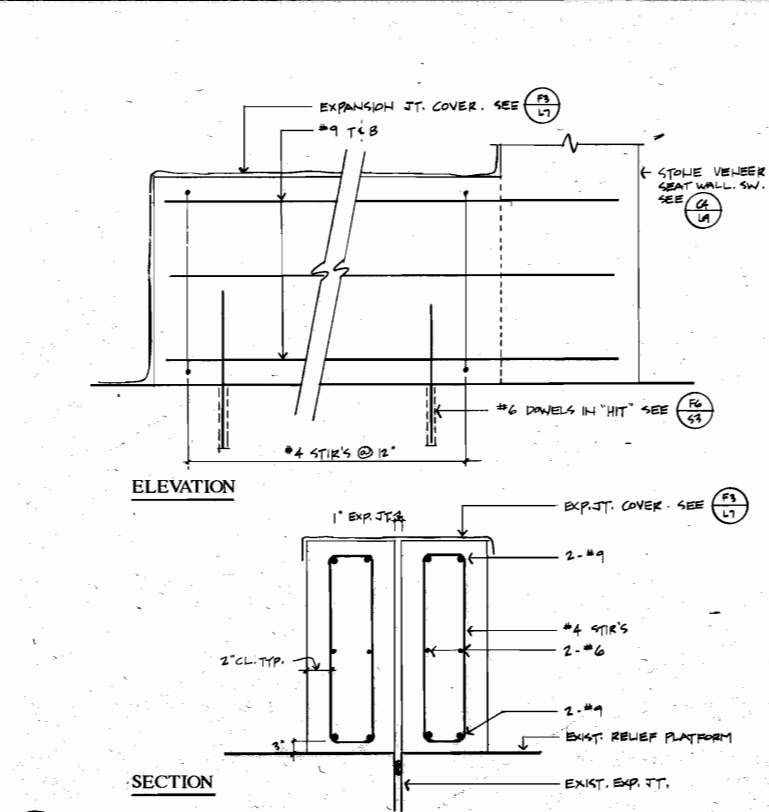
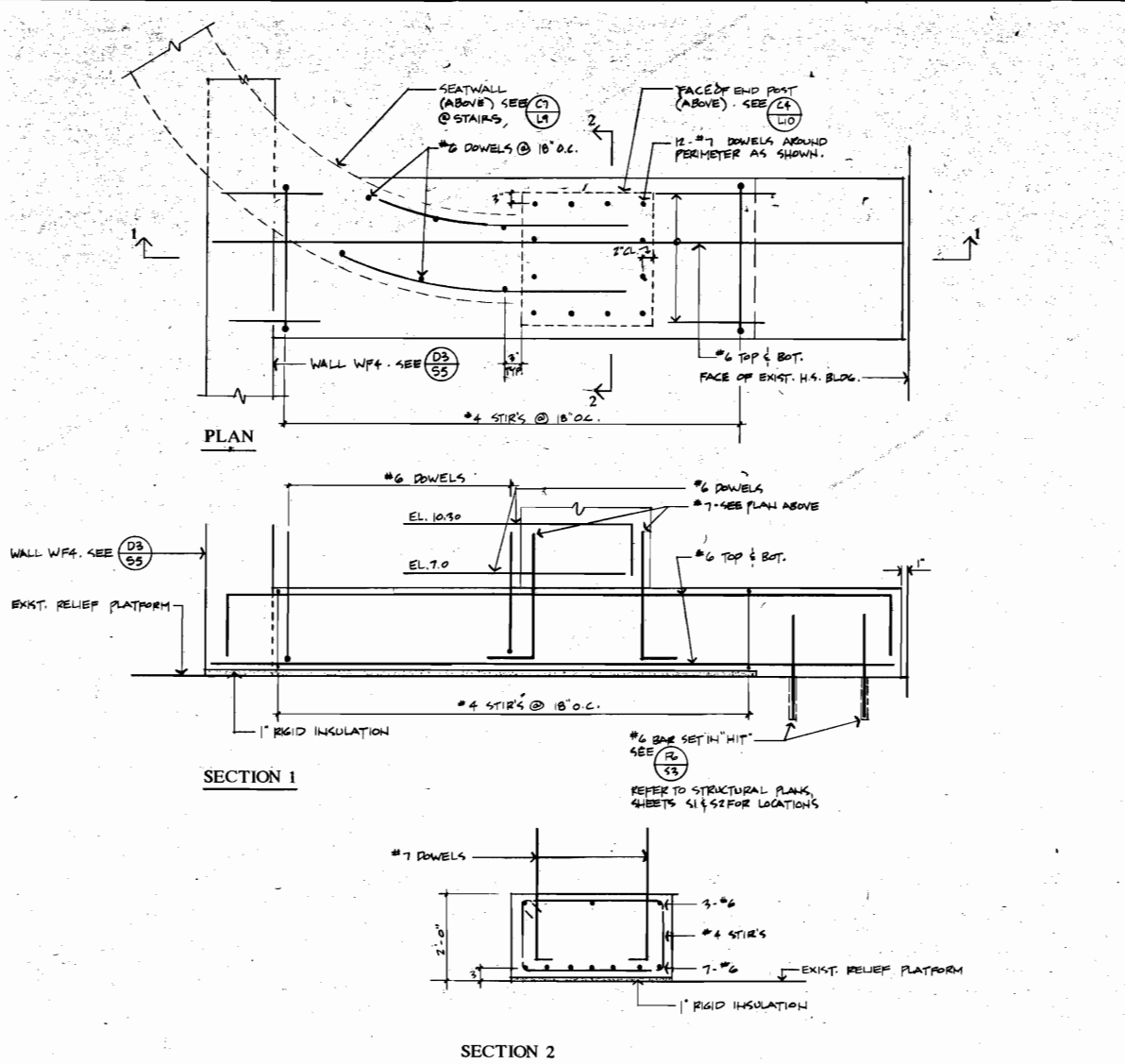
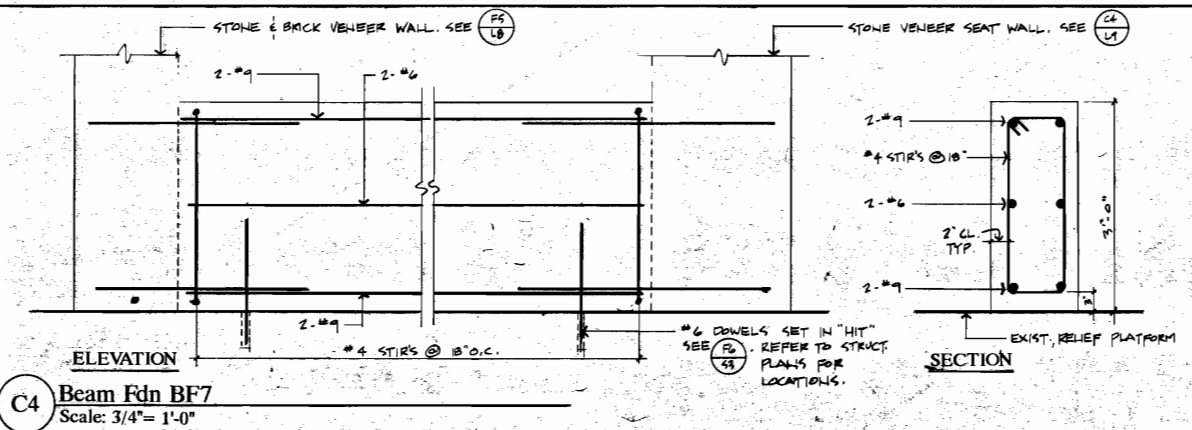
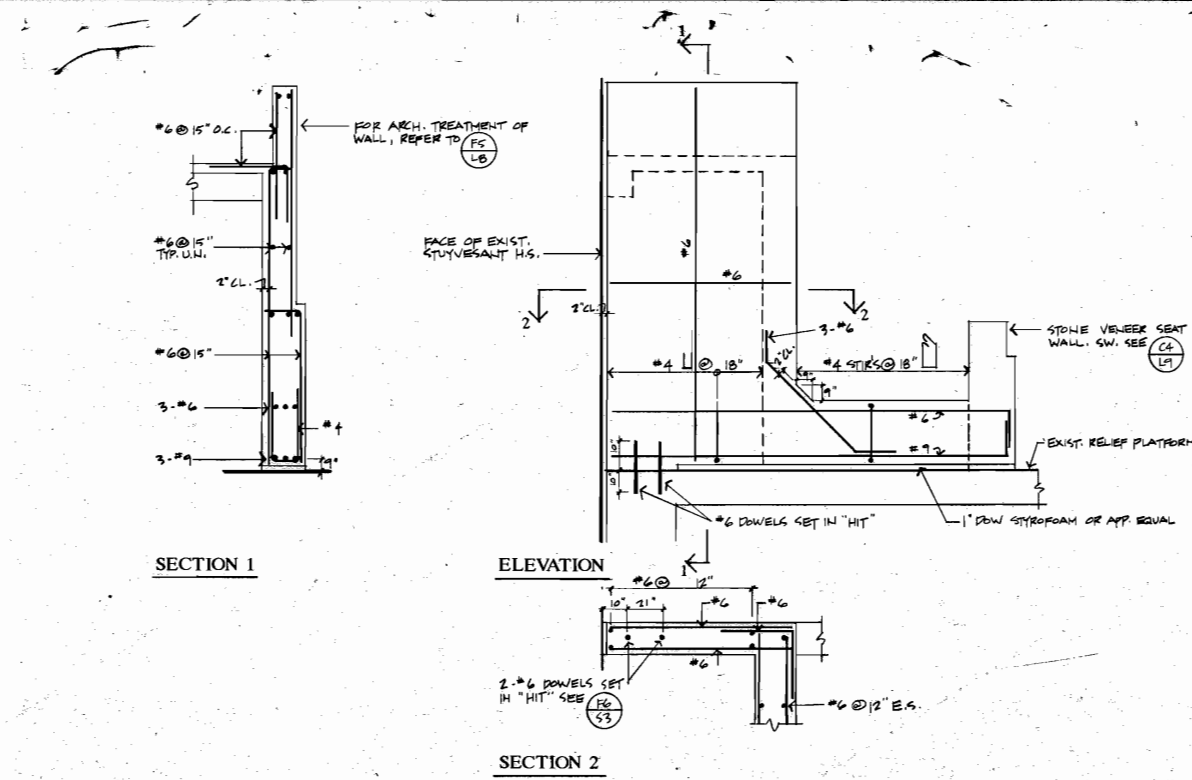
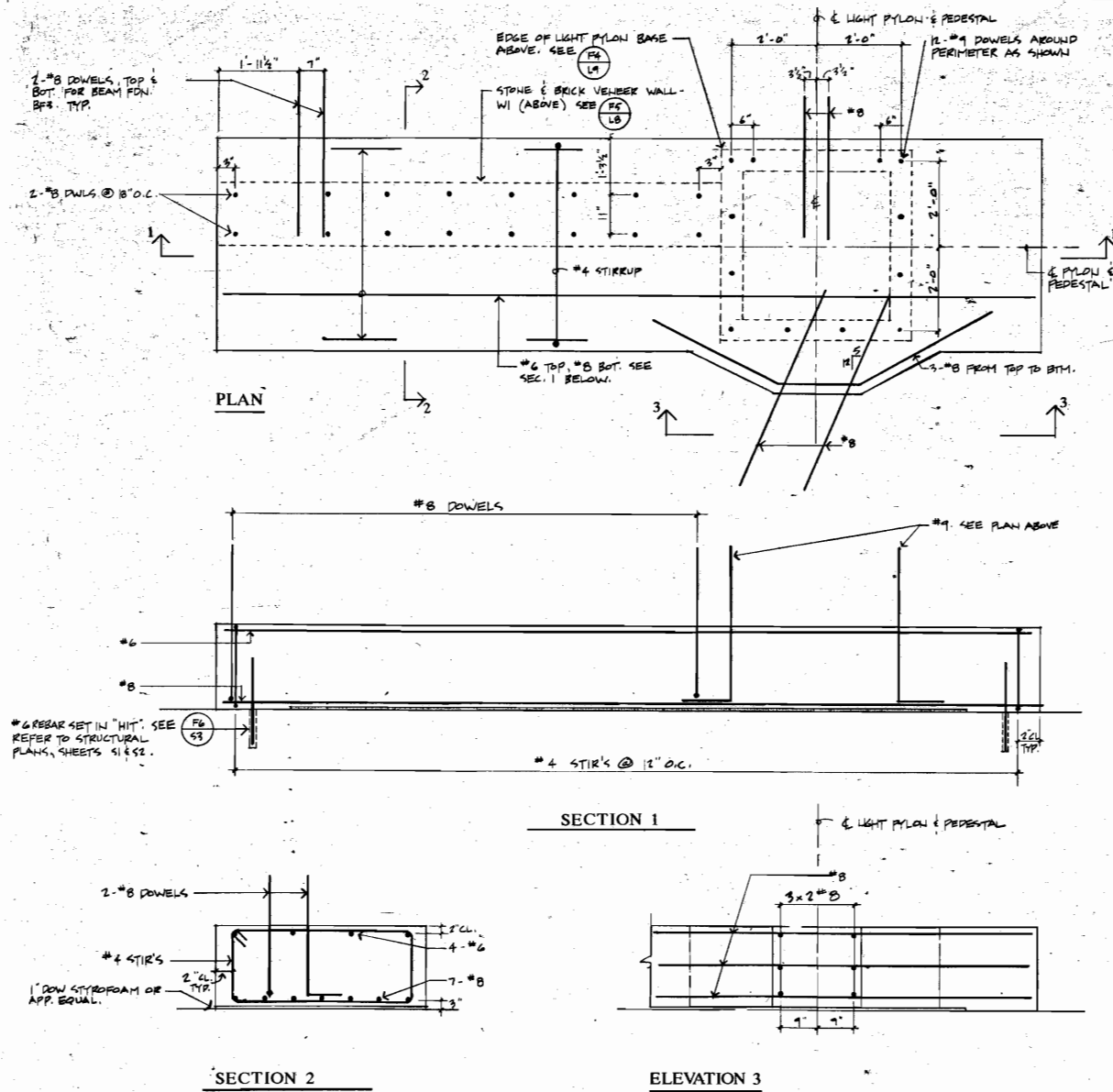
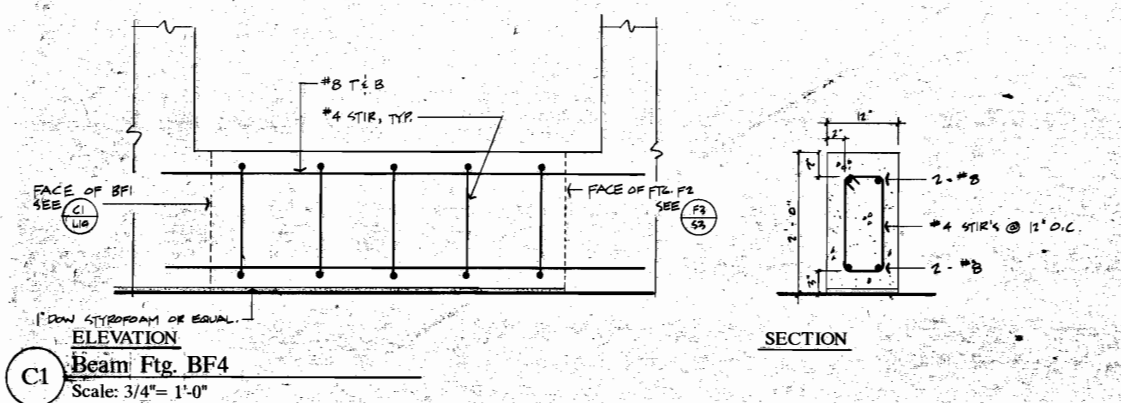
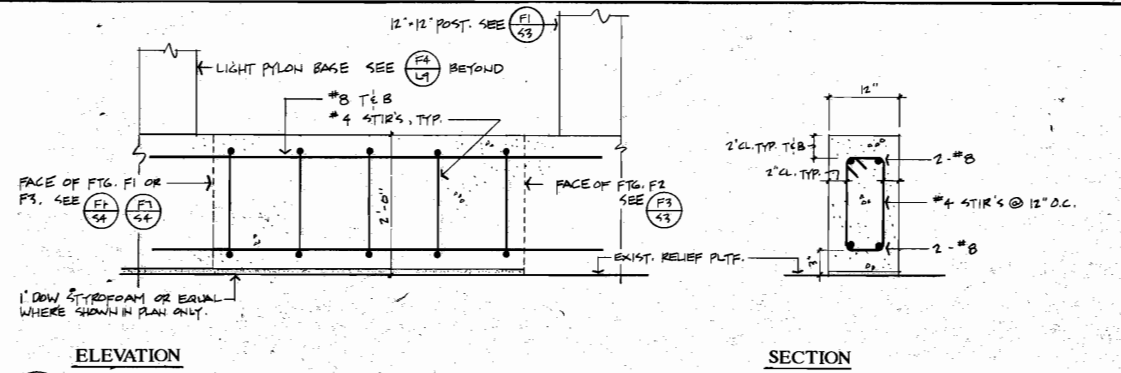
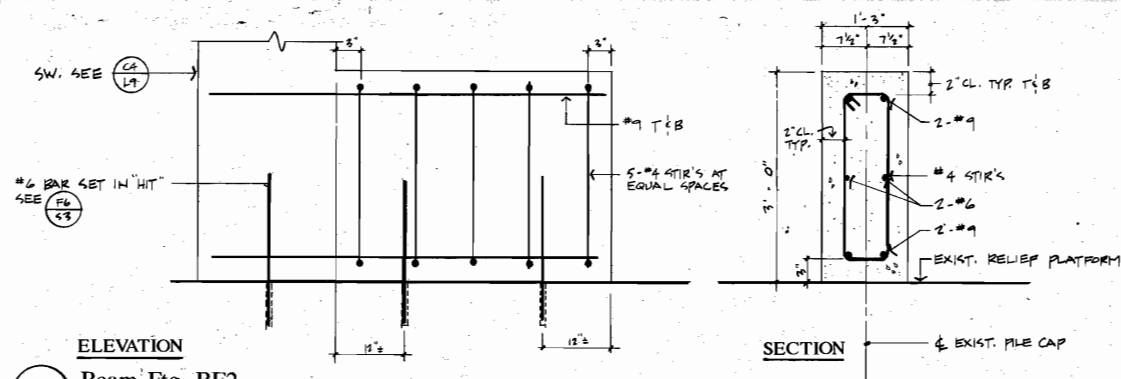
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drawing title
STRUCTURAL DETAILS

scale AS SHOWN drawing no.
date 30 NOVEMBER 1990
drawn
checked

S5

project no. B52



Revisions
no. date description

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ONE WORLD FINANCIAL CENTER
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Location Map:
NORTH PARK
RESIDENTIAL TOWER
STUYVESANT HIGH SCHOOL
HUDSON RIVER
CHAMBERS STREET
WEST STREET

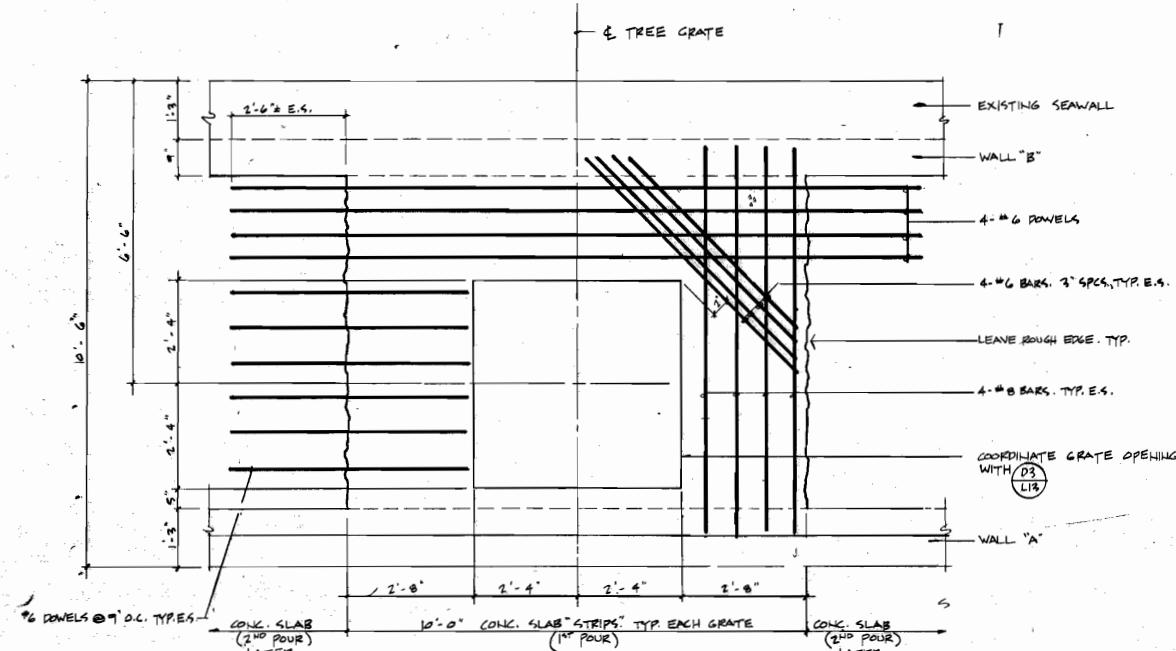
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Drawing title
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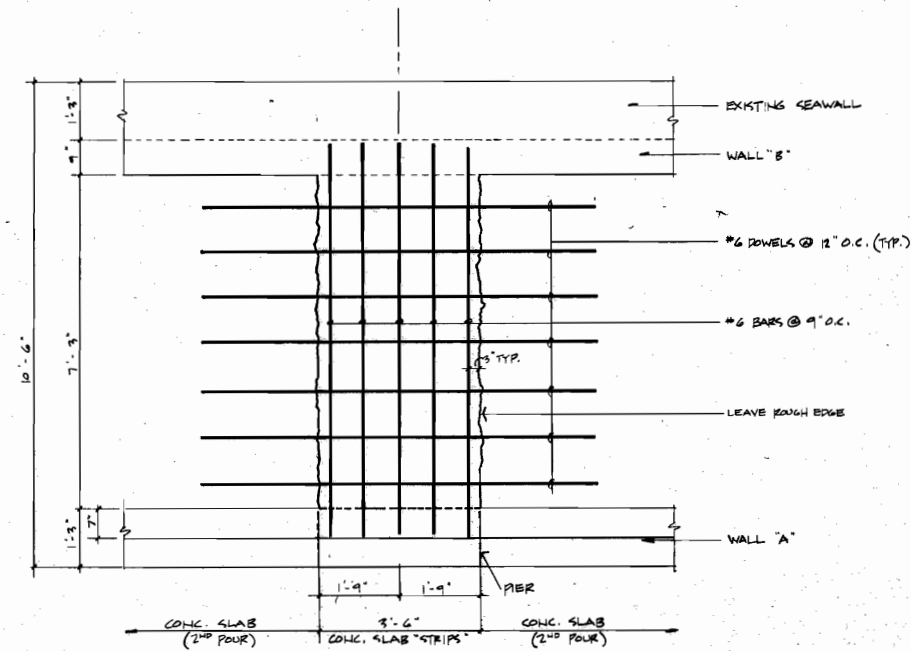
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date 30 NOVEMBER 1990
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checked

S4

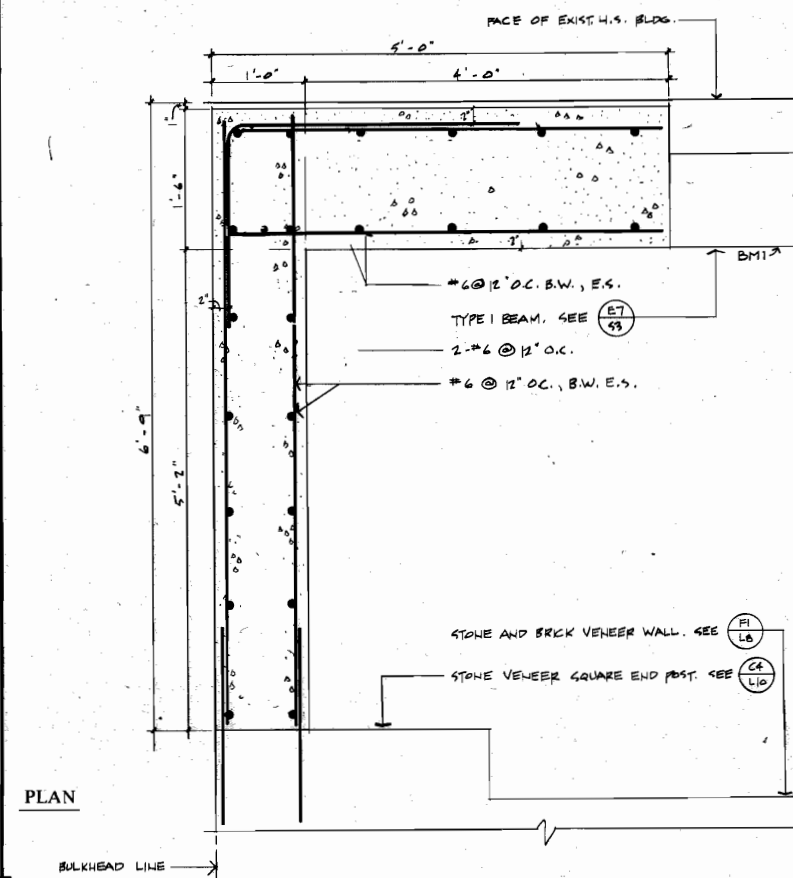
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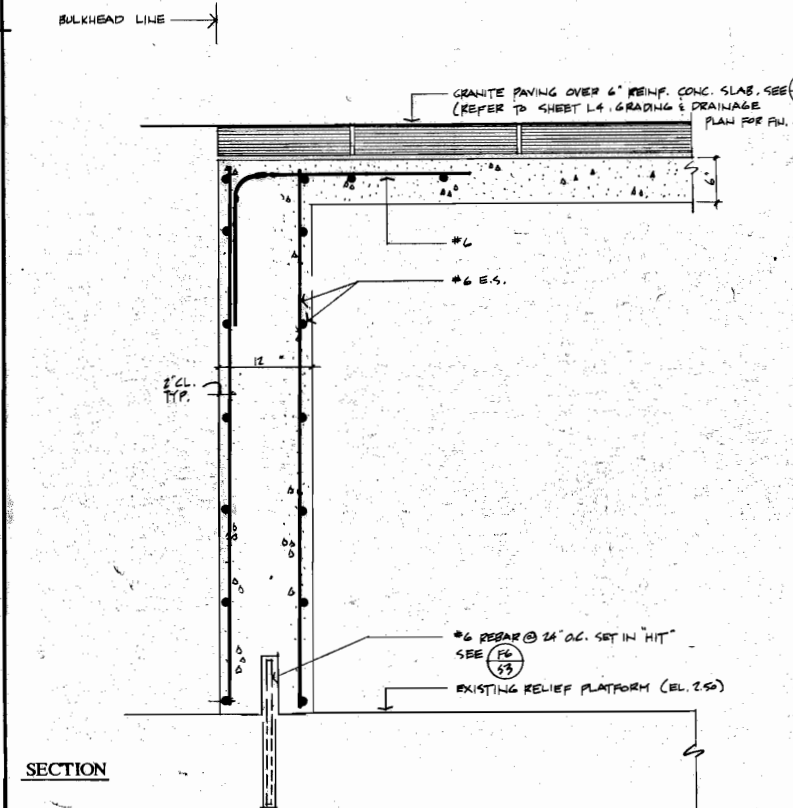
B1 Plan at Tree Grate "Wide Strip" (1st pour)
Scale: 1/2"=1'-0"



B3 Plan at Cover Slab "Narrow Strip" (1st pour)
Scale: 1/2"=1'-0"

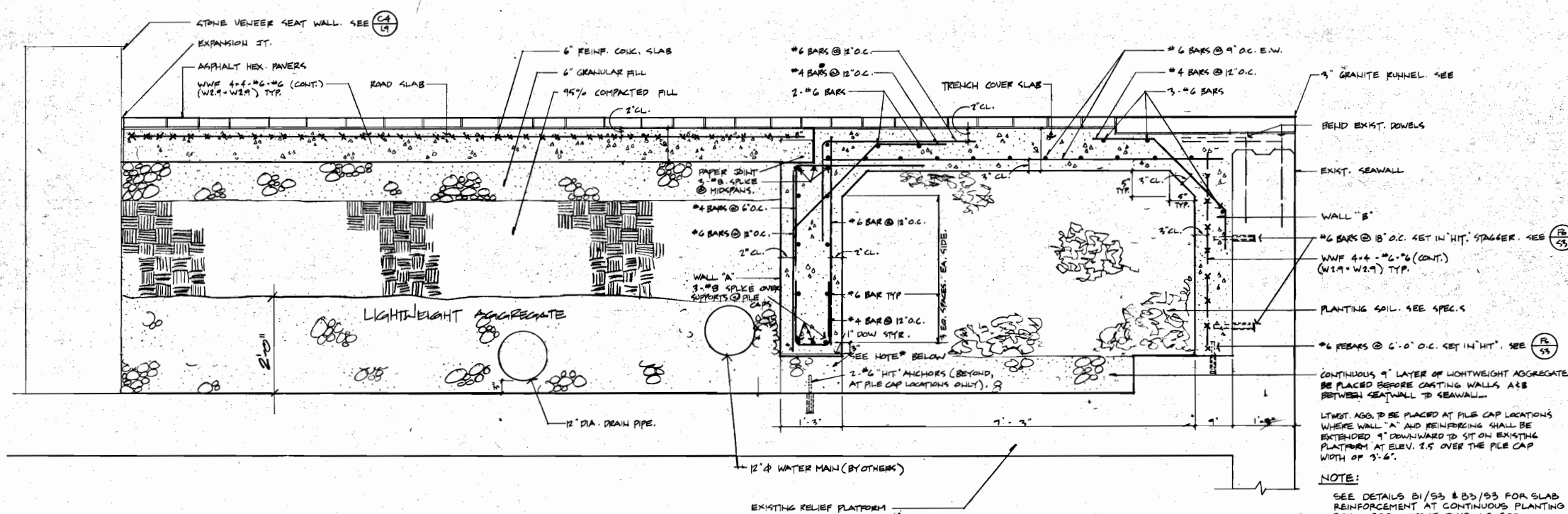


PLAN

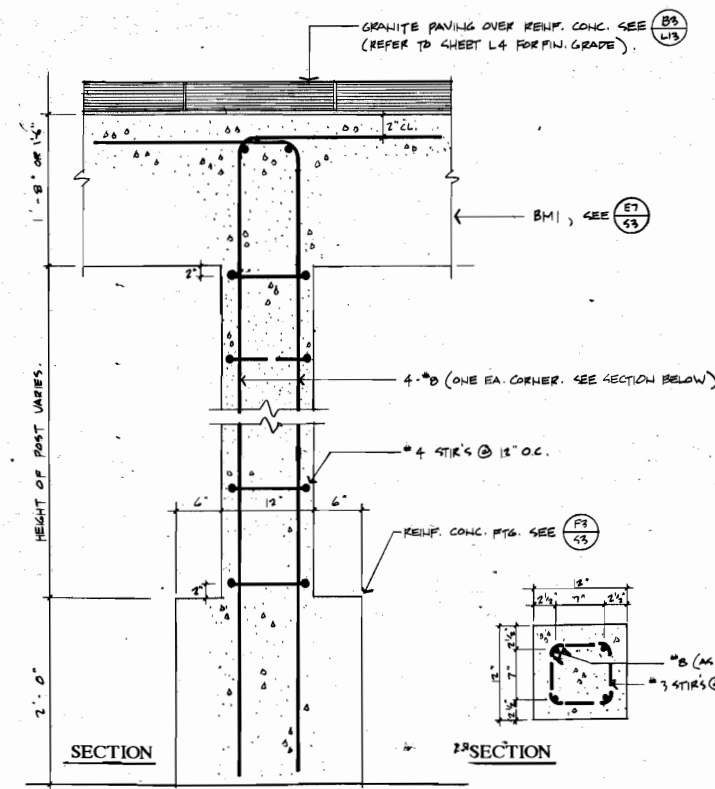


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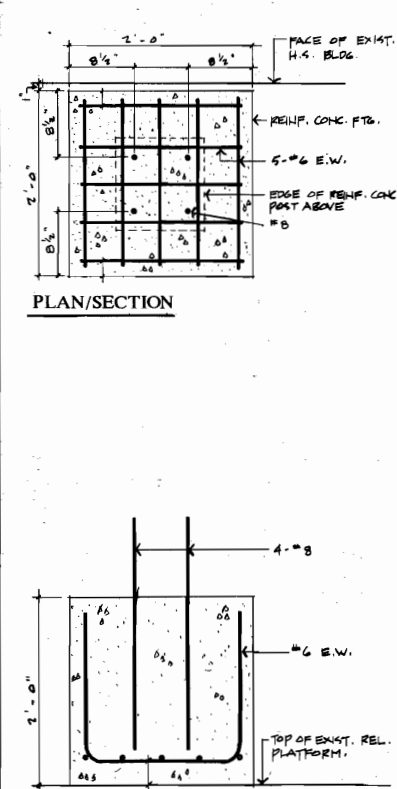
D5 Wall at Bottom of Ramp
Scale: 1"=1'-0"



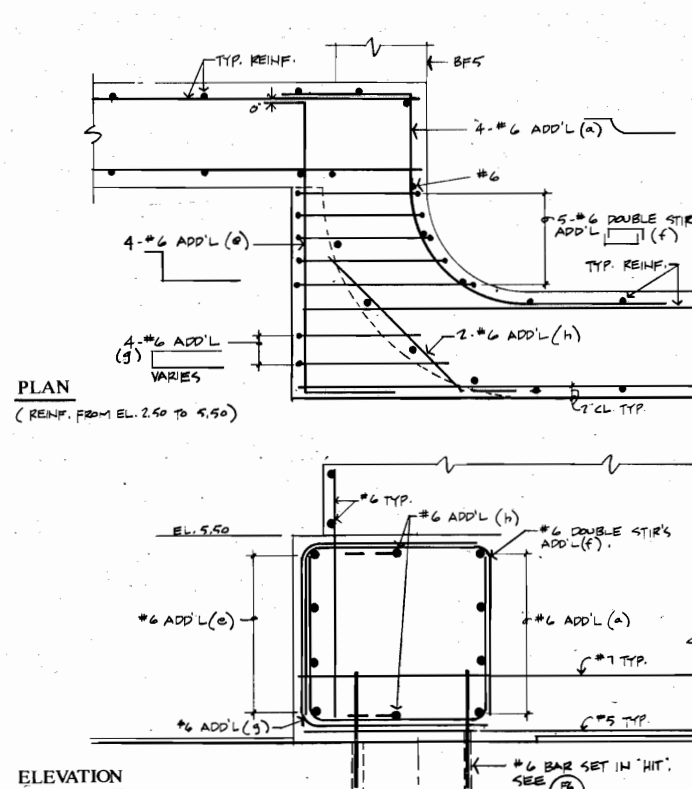
D1 Section Through Esplanade at Continuous Planter (see F3/S5 for Section through Esplanade w/out Continuous Planter)
Scale: 3/4"=1'-0"



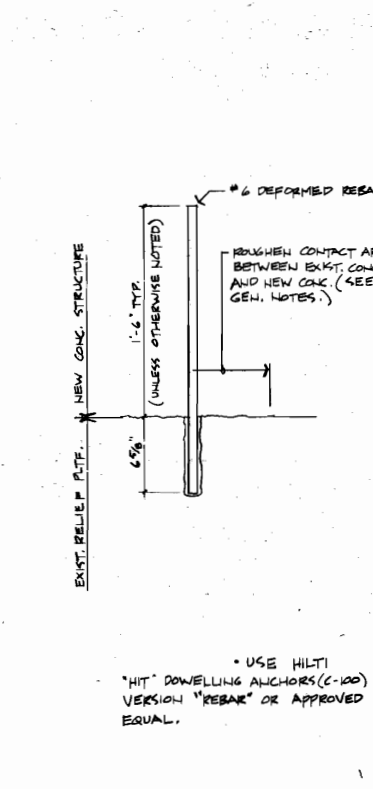
F1 12' x 12' Reinf. Conc. Post
Scale: 1"=1'-0"



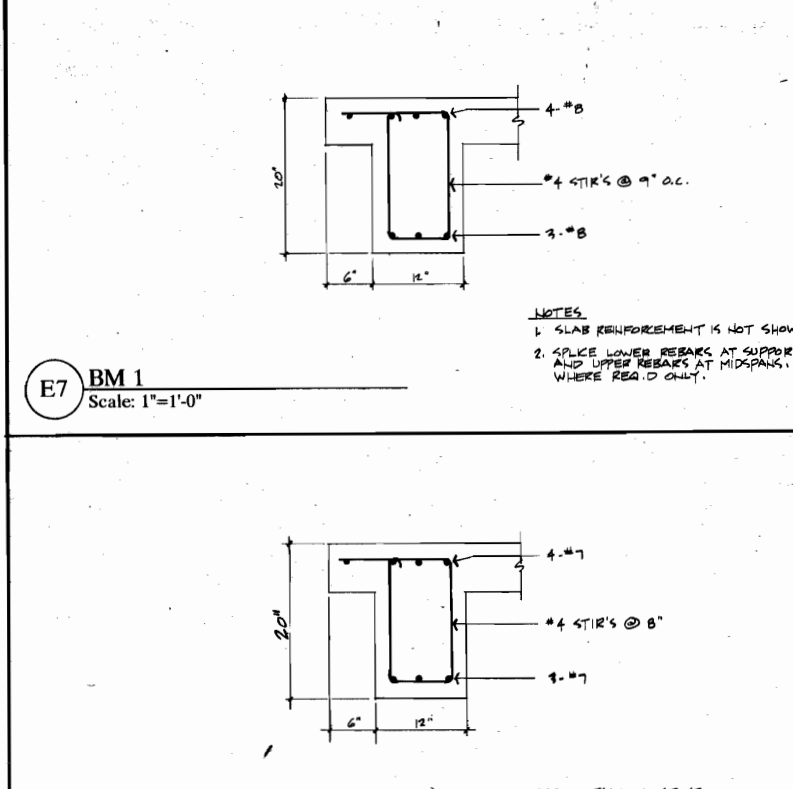
F3 Fig. F2'



F4 Fig. F5
Scale: 3/4"=1'-0"



F6 Dowelling Anchor
Scale: 1 1/2"=1'-0"



E7 BM 1
Scale: 1"=1'-0"

F7 BMS 5 & 7
Scale: 1"=1'-0"

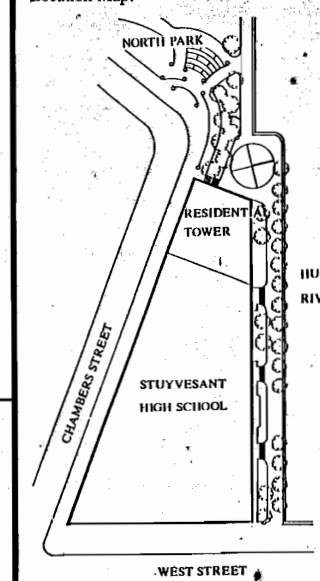
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New York, NY 10017

Location Map:



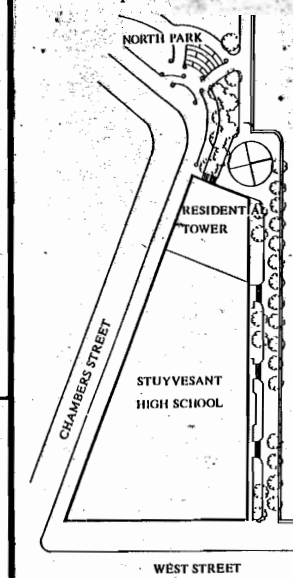
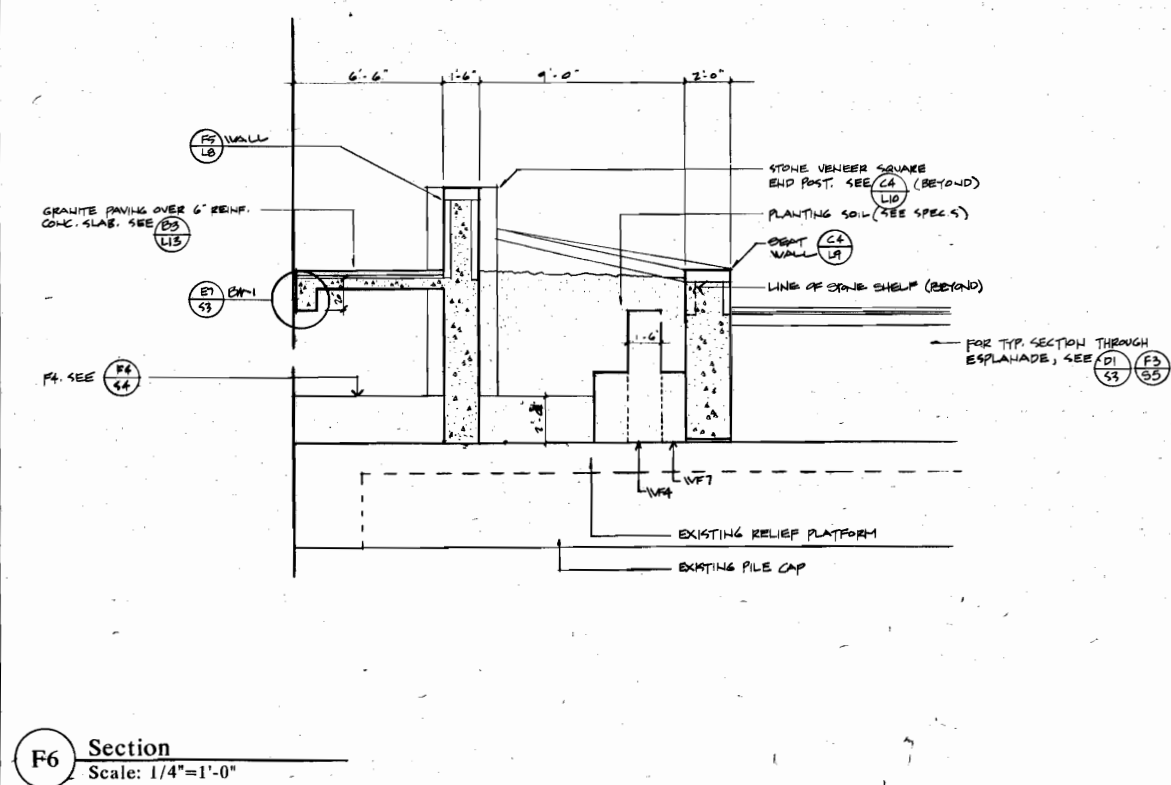
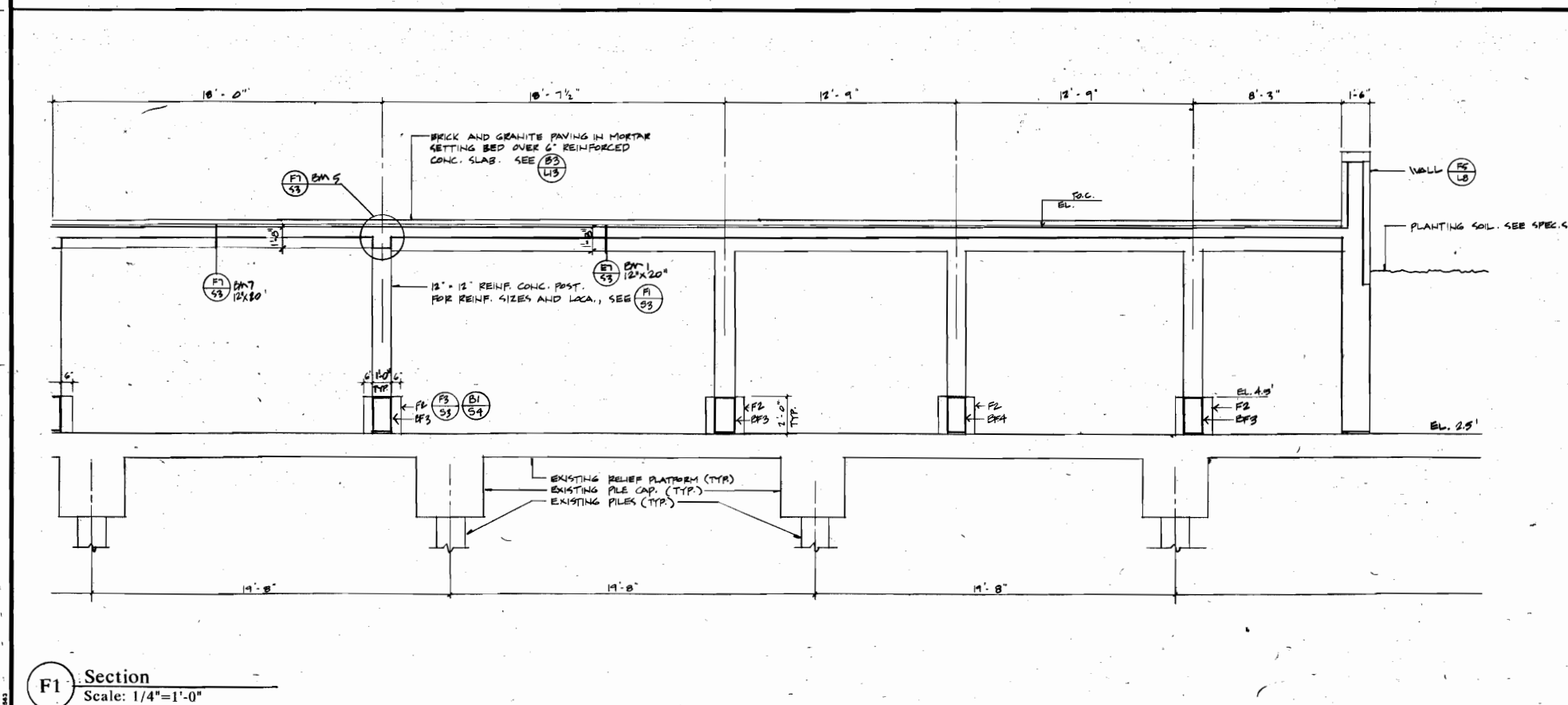
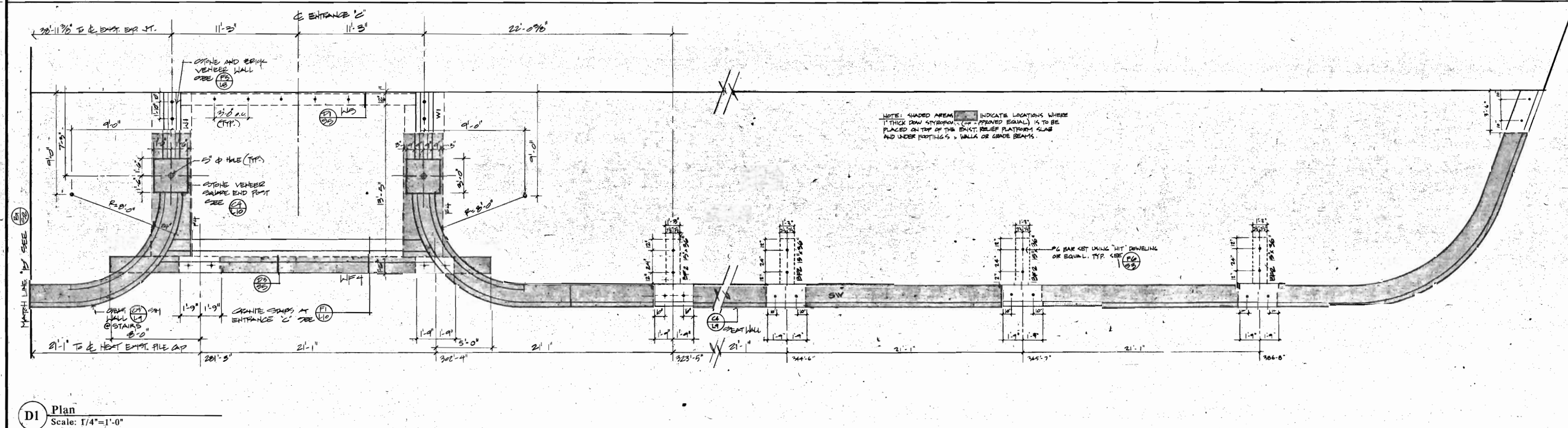
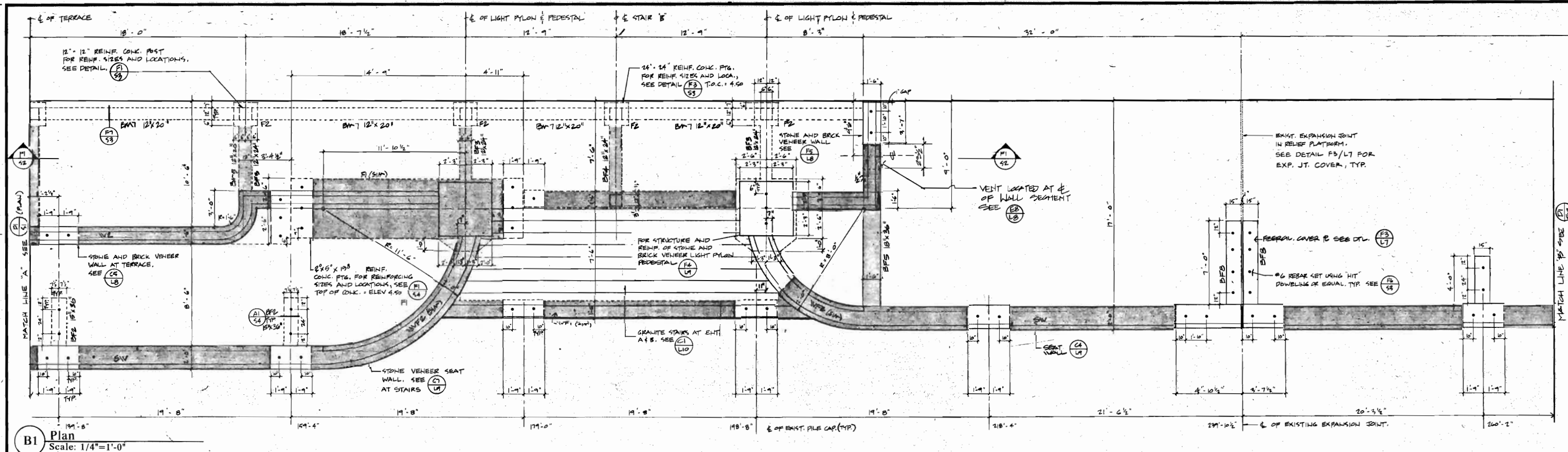
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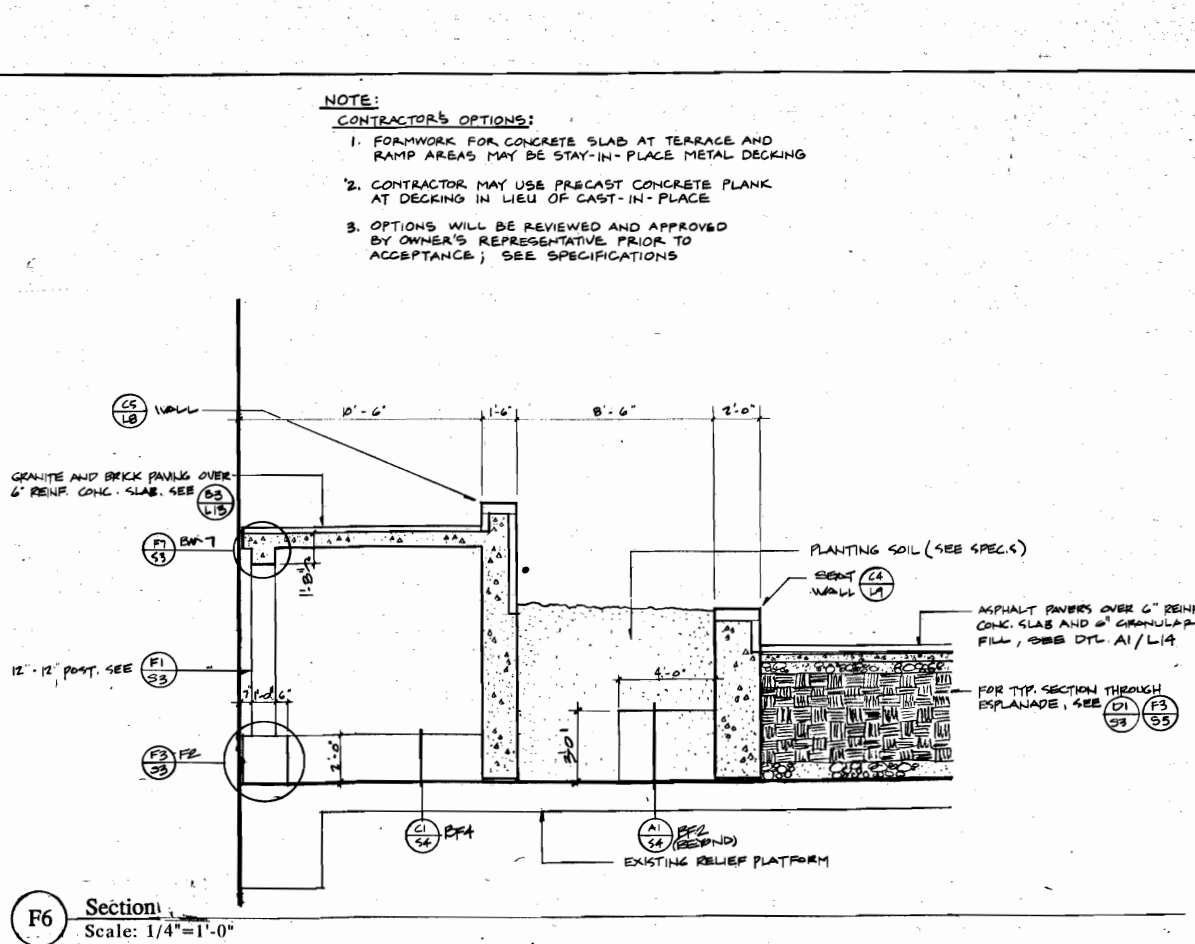
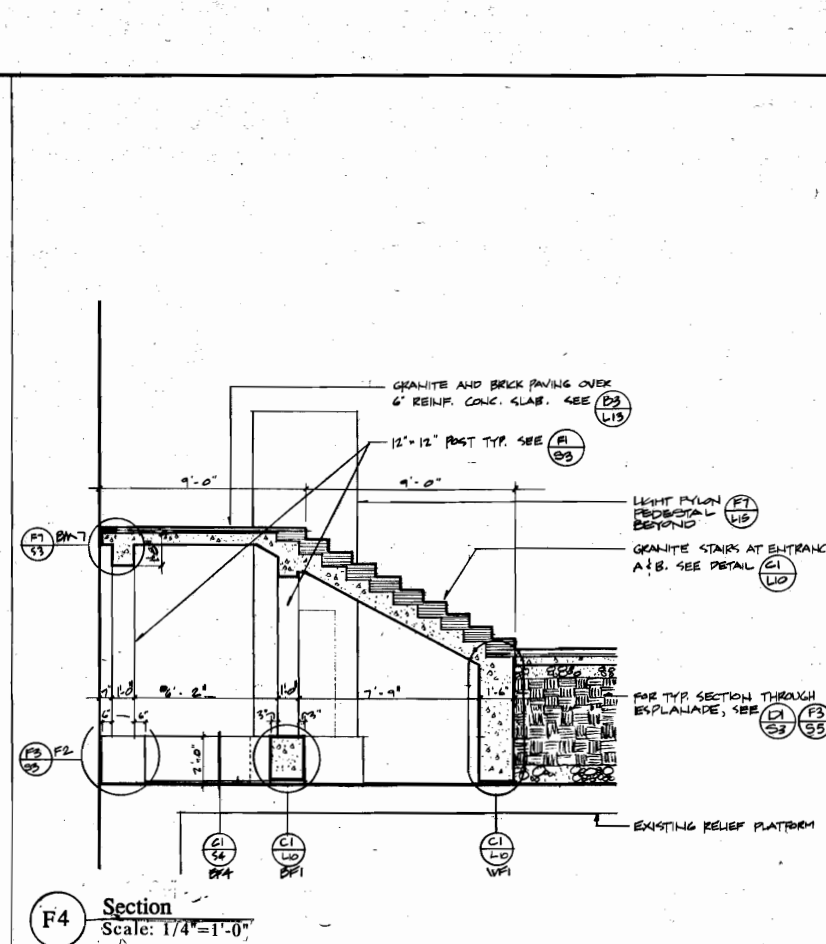
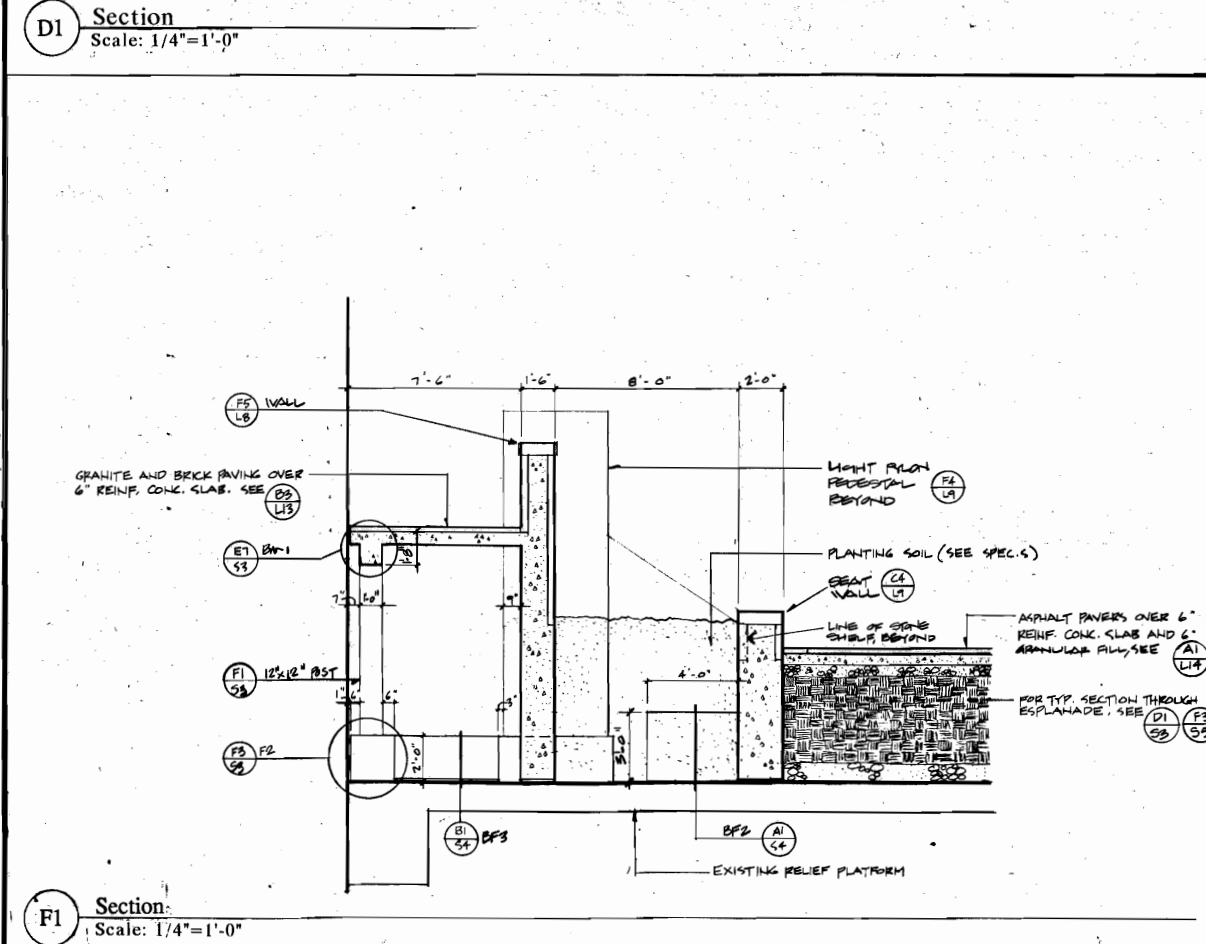
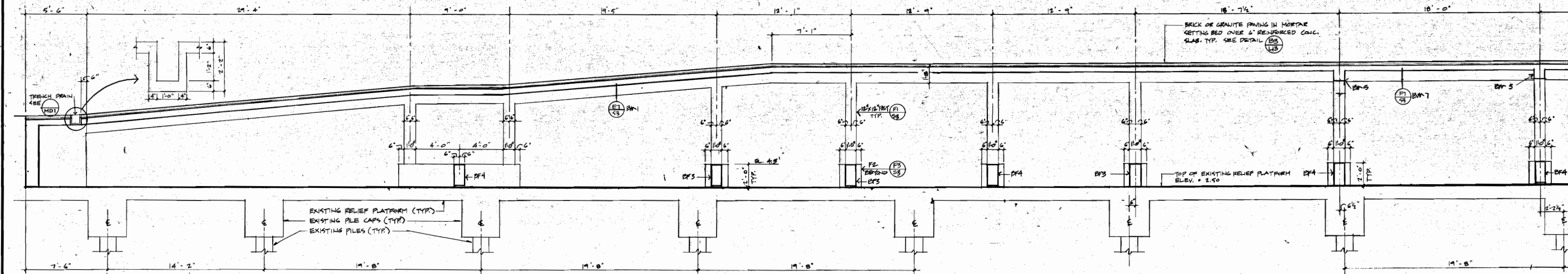
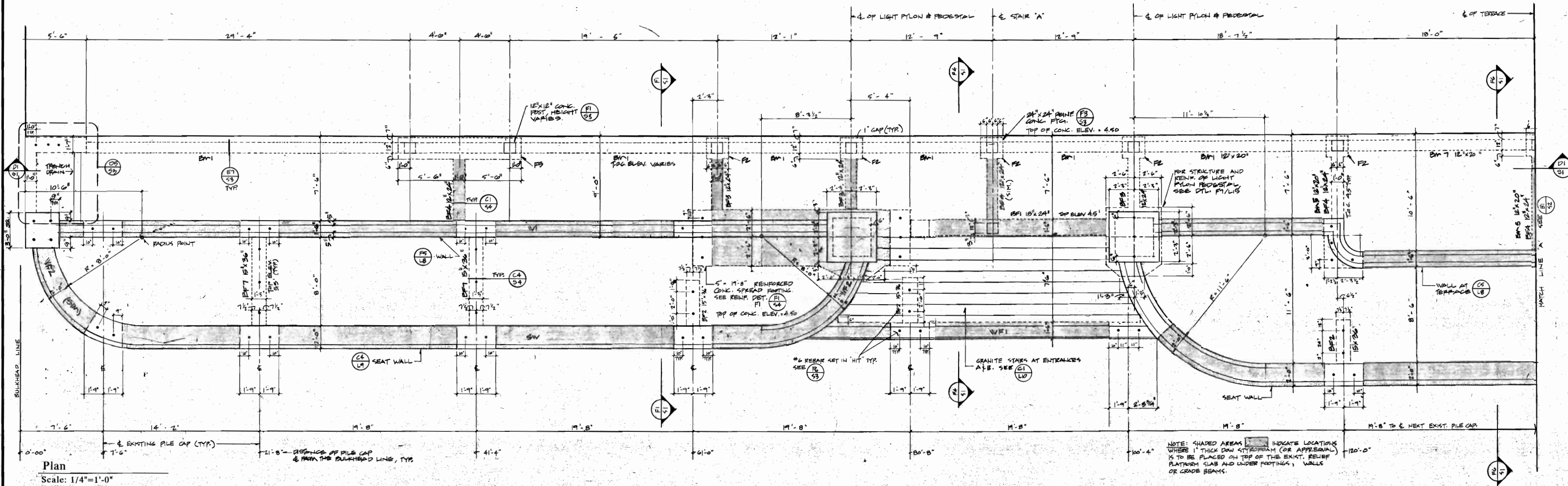
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STRUCTURAL PLANS,
SECTIONS, AND DETAILS

scale AS SHOWN drawing no.
date 30 NOVEMBER 1990
drawn
checked

S3





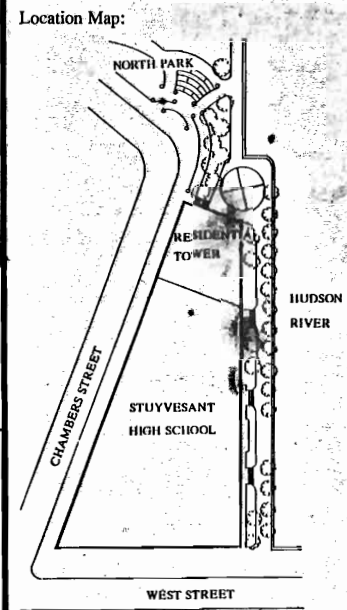
- NOTE:**
CONTRACTOR'S OPTIONS:
1. FORMWORK FOR CONCRETE SLAB AT TERRACE AND RAMP AREAS MAY BE STAY-IN-PLACE METAL DECKING
 2. CONTRACTOR MAY USE PRECAST CONCRETE PLANK AT DECKING IN LIEU OF CAST-IN-PLACE
 3. OPTIONS WILL BE REVIEWED AND APPROVED BY OWNER'S REPRESENTATIVE PRIOR TO ACCEPTANCE; SEE SPECIFICATIONS

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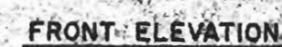
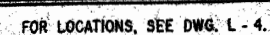
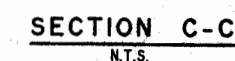
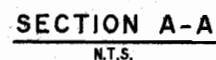
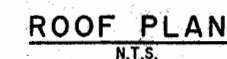
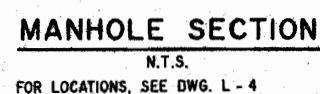


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**STRUCTURAL PLAN,
ELEVATIONS, AND SECTIONS**

Scale: 1/4"=1'-0"
Date: 30 NOVEMBER 1990
Drawn:
Checked:
Project No.:
S1

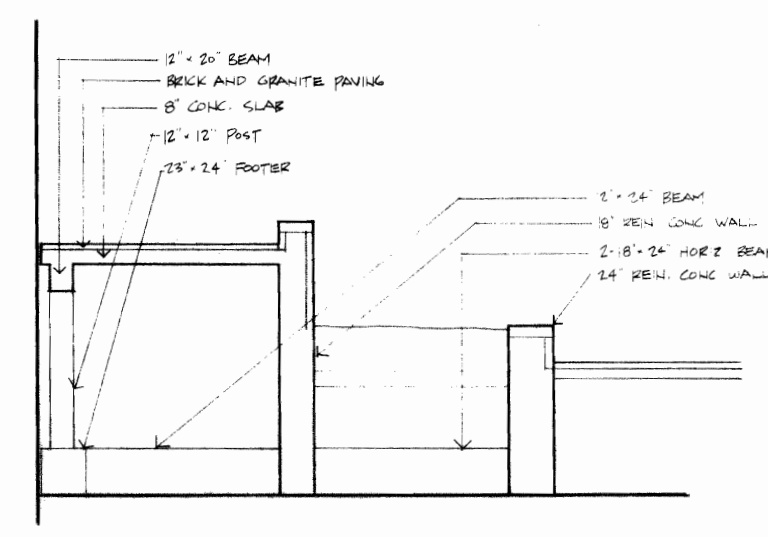
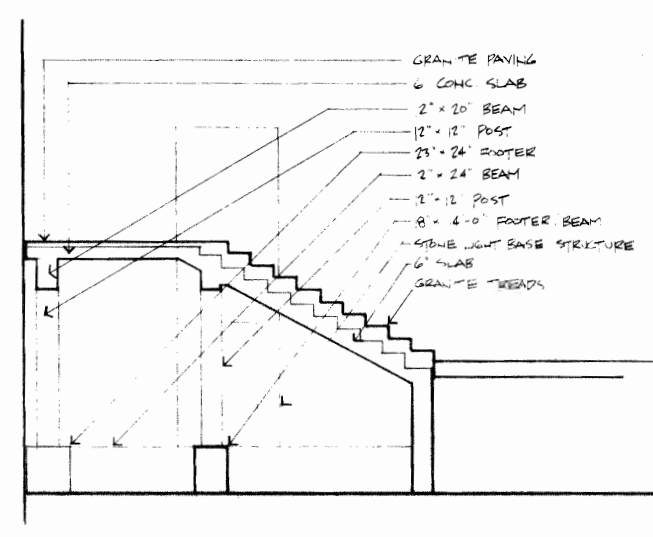
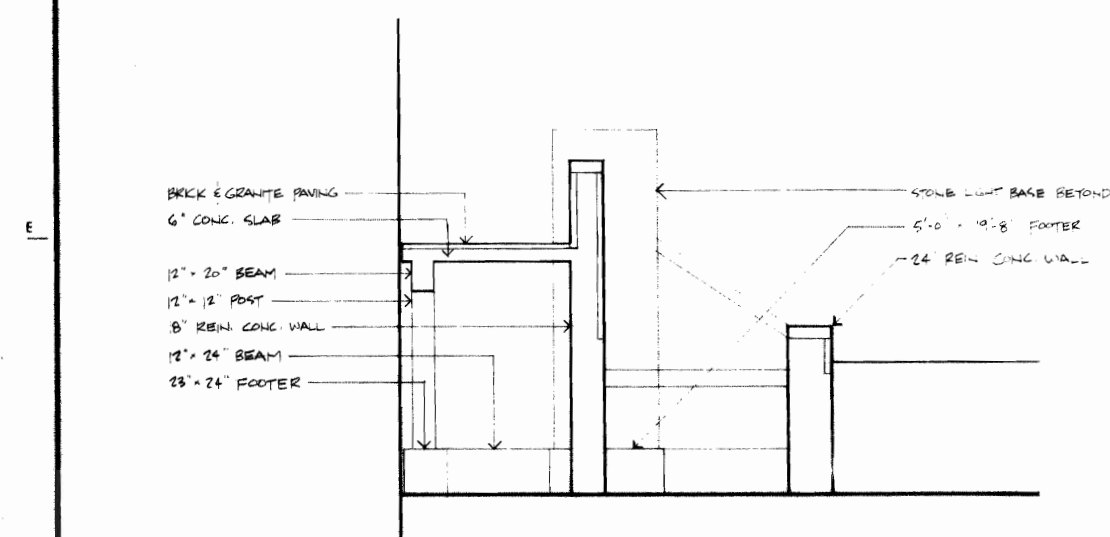
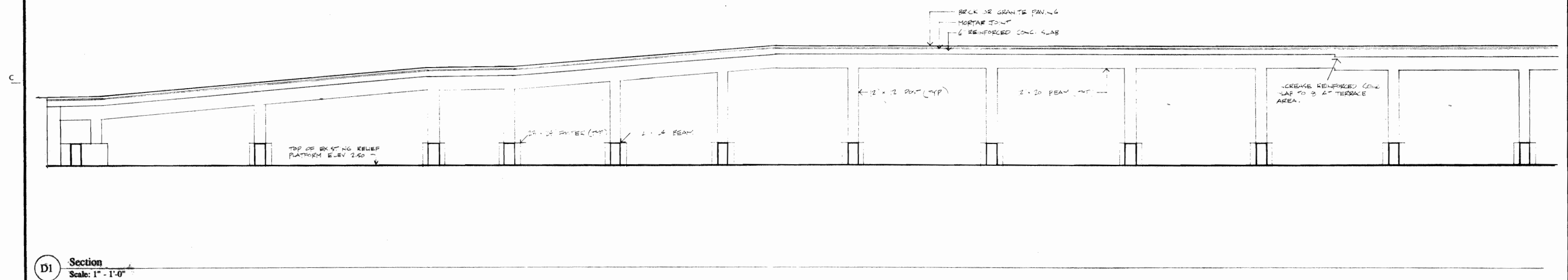
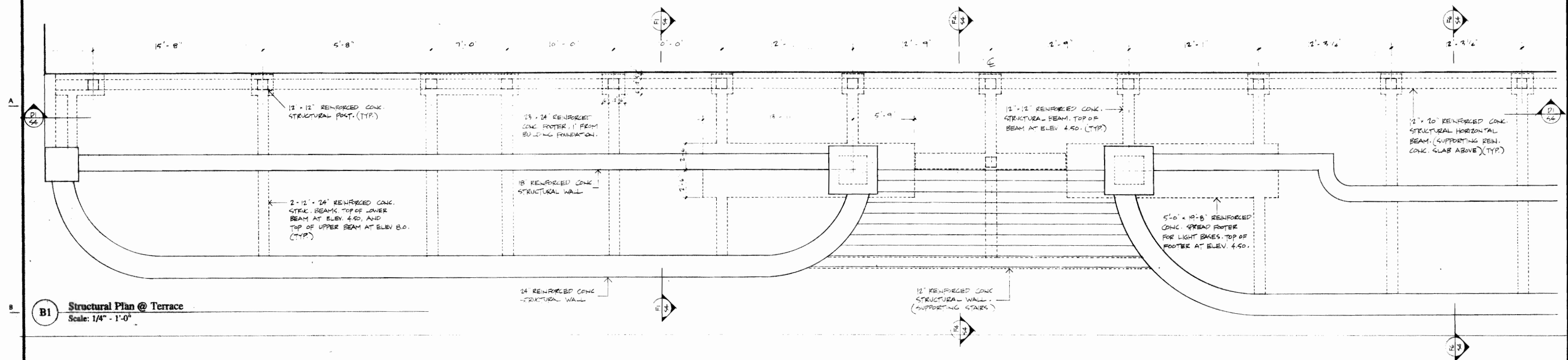


- 1 CONTINUOUS STEEL FRAME, WELDED 4.5"x4.5"x0.25" ANGLE.
- 2 10 GAUGE GALV. STEEL ENCLOSURE, BEND TO SHAPE AND SECURE TO FRAME WITH APPROVED FASTENERS, PAINT BLACK WITH 1 PRIME AND 2 FINISH COATS, BOTH SIDES.
- 3 CONTINUOUS PIANO HINGE WITH 3" LEGS, WELD LEGS TO DOOR AND ENCLOSURE.
- 4 PROVIDE 3" BACKUP OVERLAP AT DOOR CLOSURE
- 5 PROVIDE 1.5" RADIUS x 0.25" PADLOCK, RING ON 2"x4"x0.25" PLATE, AND MATCHING SLOTTED PLATE, WELD PLATES TO DOORS AT CENTER OF BACKUP OVERLAP.
- 6 PROVIDE 0.5" DIA. VERTICAL SLIP ANCHORS AND GUIDEWAYS AT TOP AND BOTTOM OF DOORS AT BACKUP OVERLAP.
- 7 CONNECT FRAME TO FOUNDATION WITH 0.5" RED HEAD ANCHOR BOLTS, 10 EA.
- 8 CONCRETE FOUNDATION ON GRAVEL BASE.



**MISC. DRAINAGE
& STRUCTURAL
DETAILS**

date 11-30-90 **MD-1**
 from FM
 subject CL



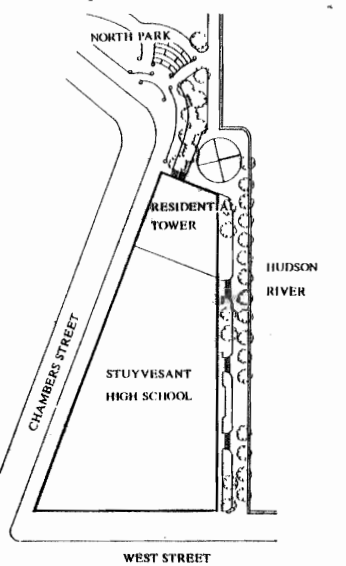
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BATTERY PARK CITY AUTHORITY

Ysrael A. Seinuk P.C.
Consulting Engineers
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Location Map:



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**STRUCTURAL PLAN,
ELEVATIONS, AND SECTIONS**

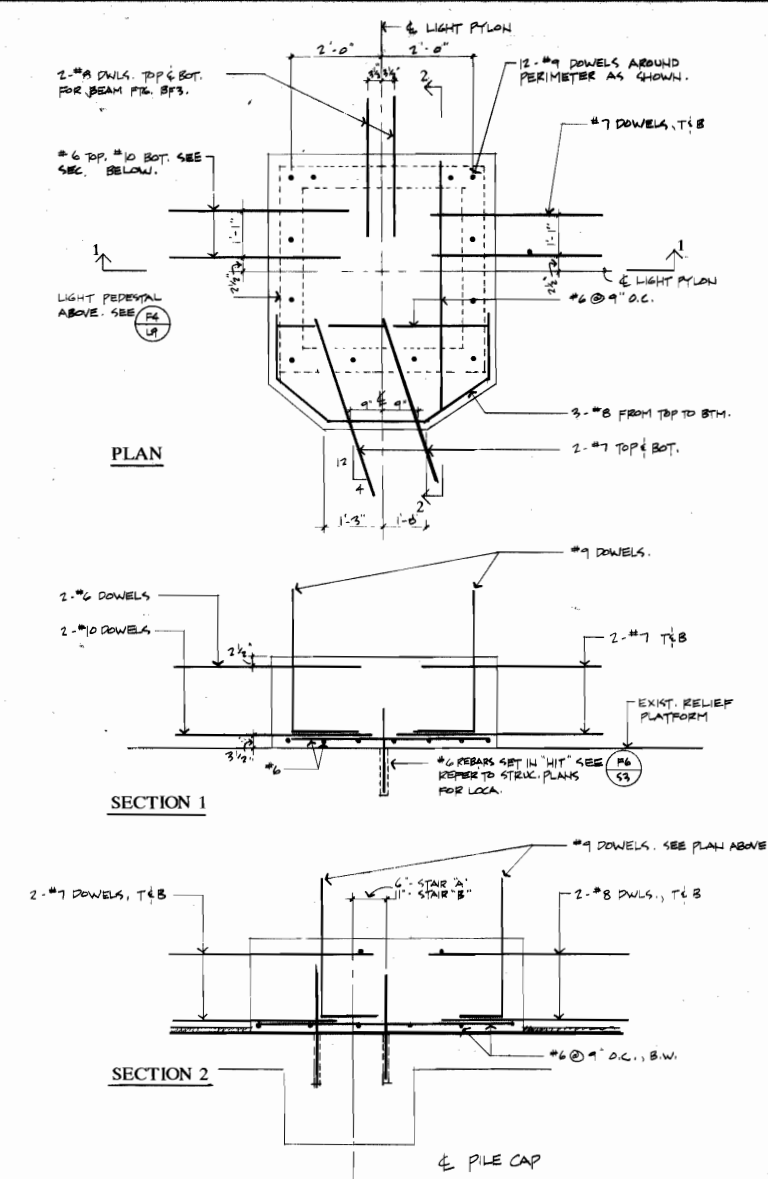
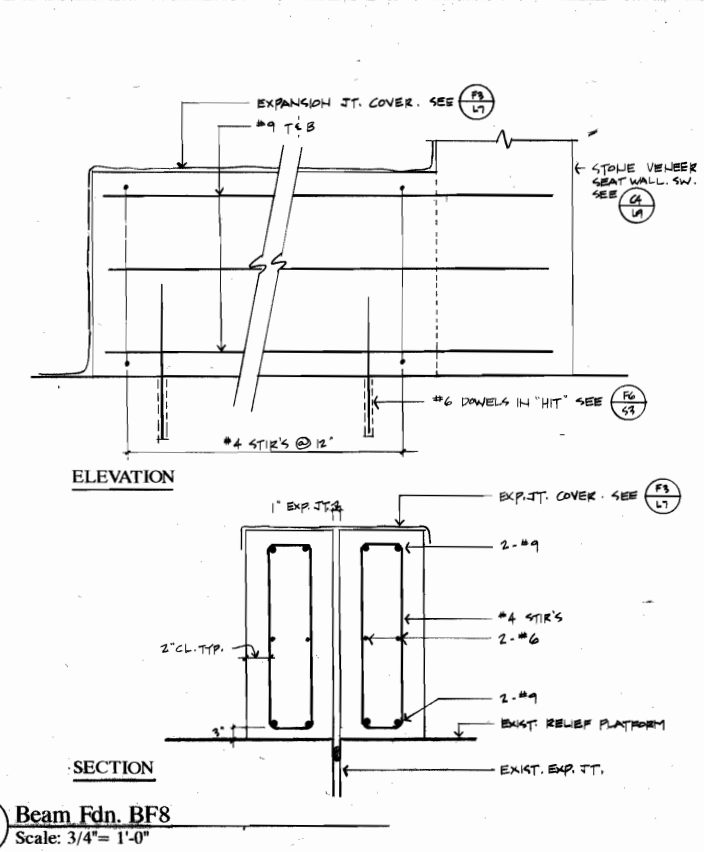
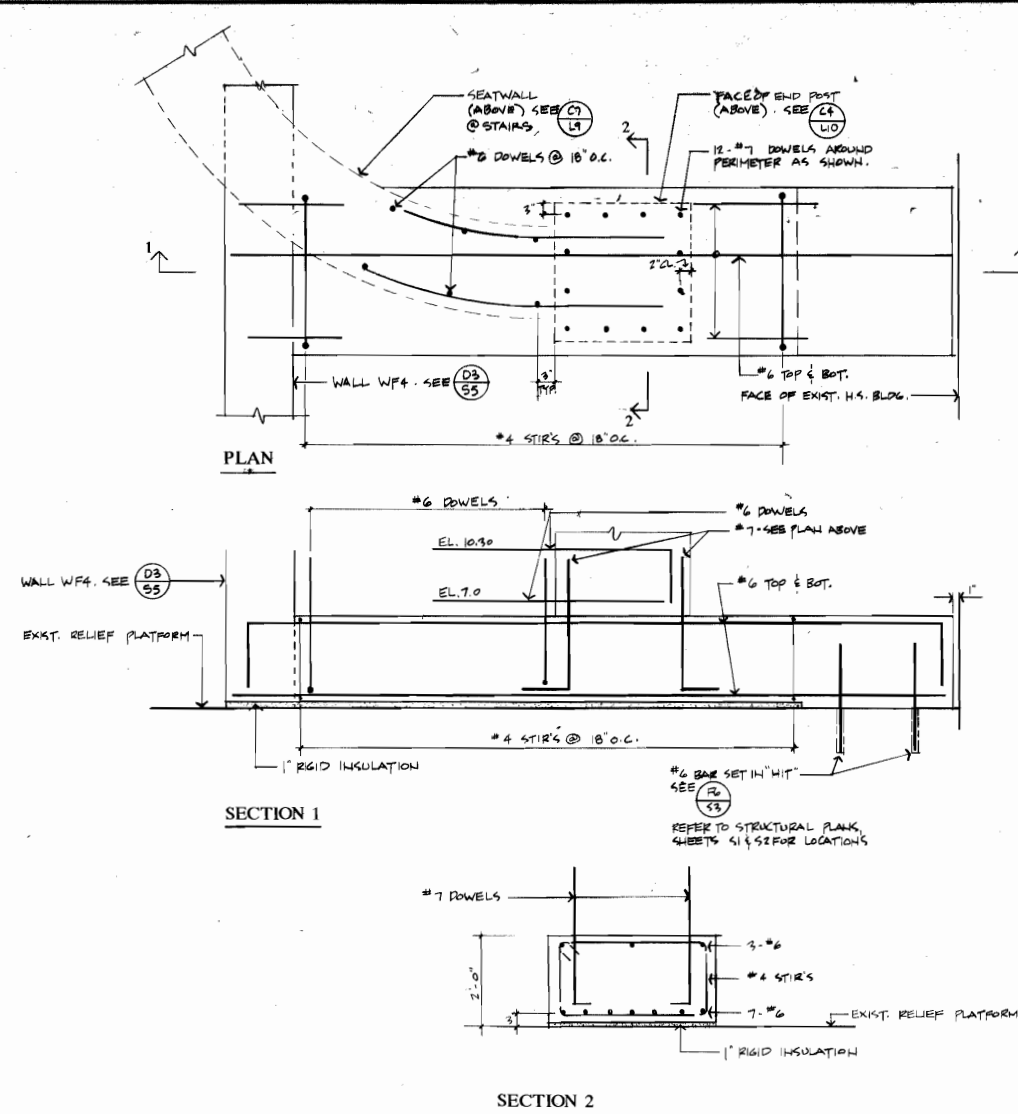
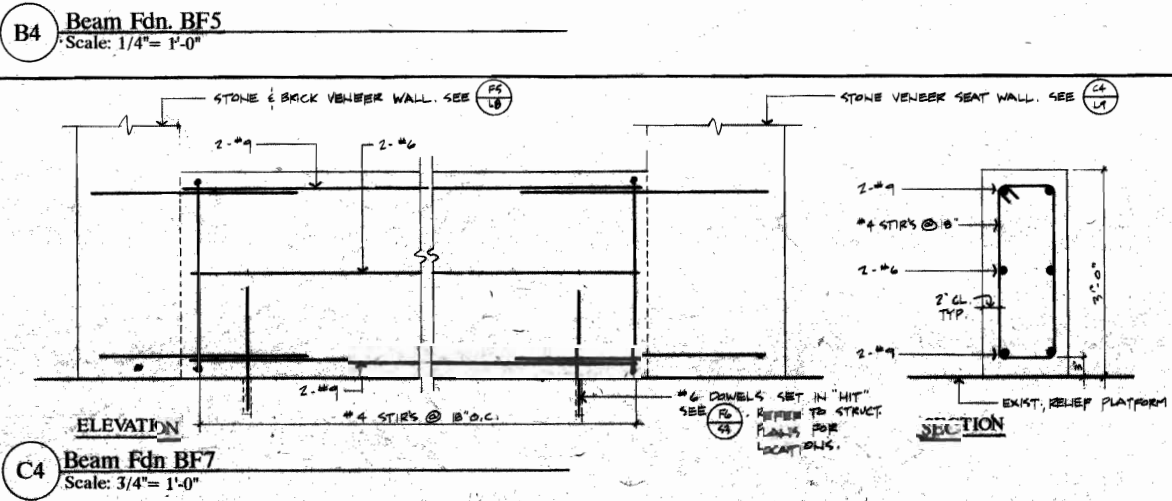
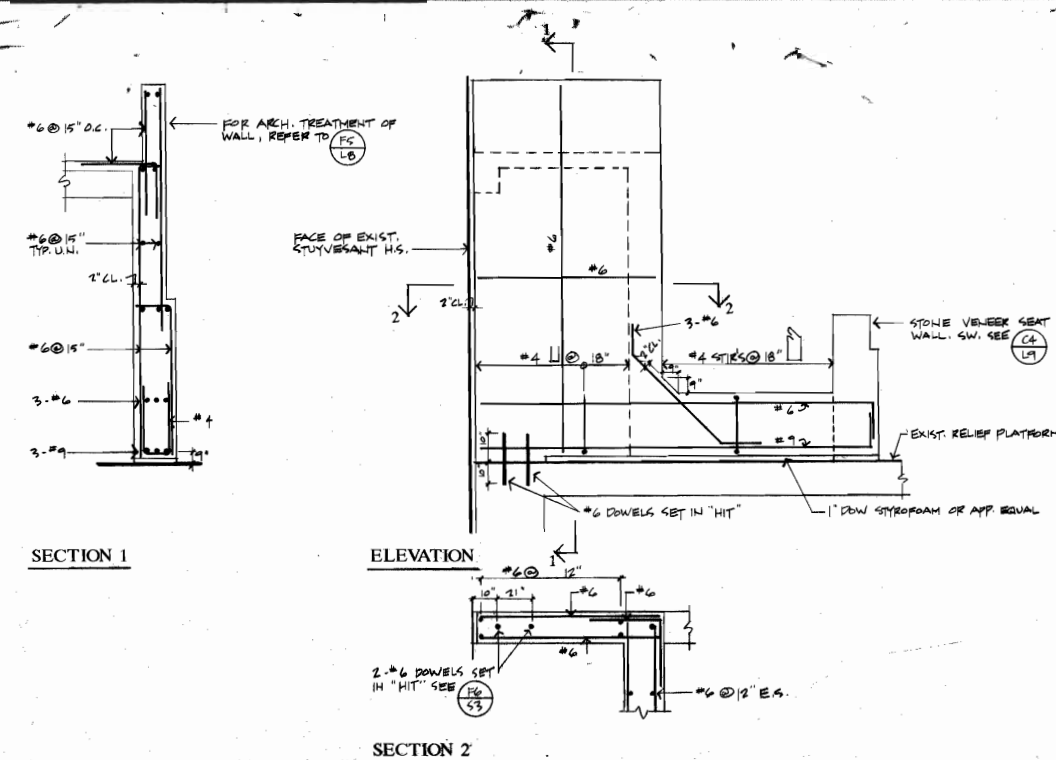
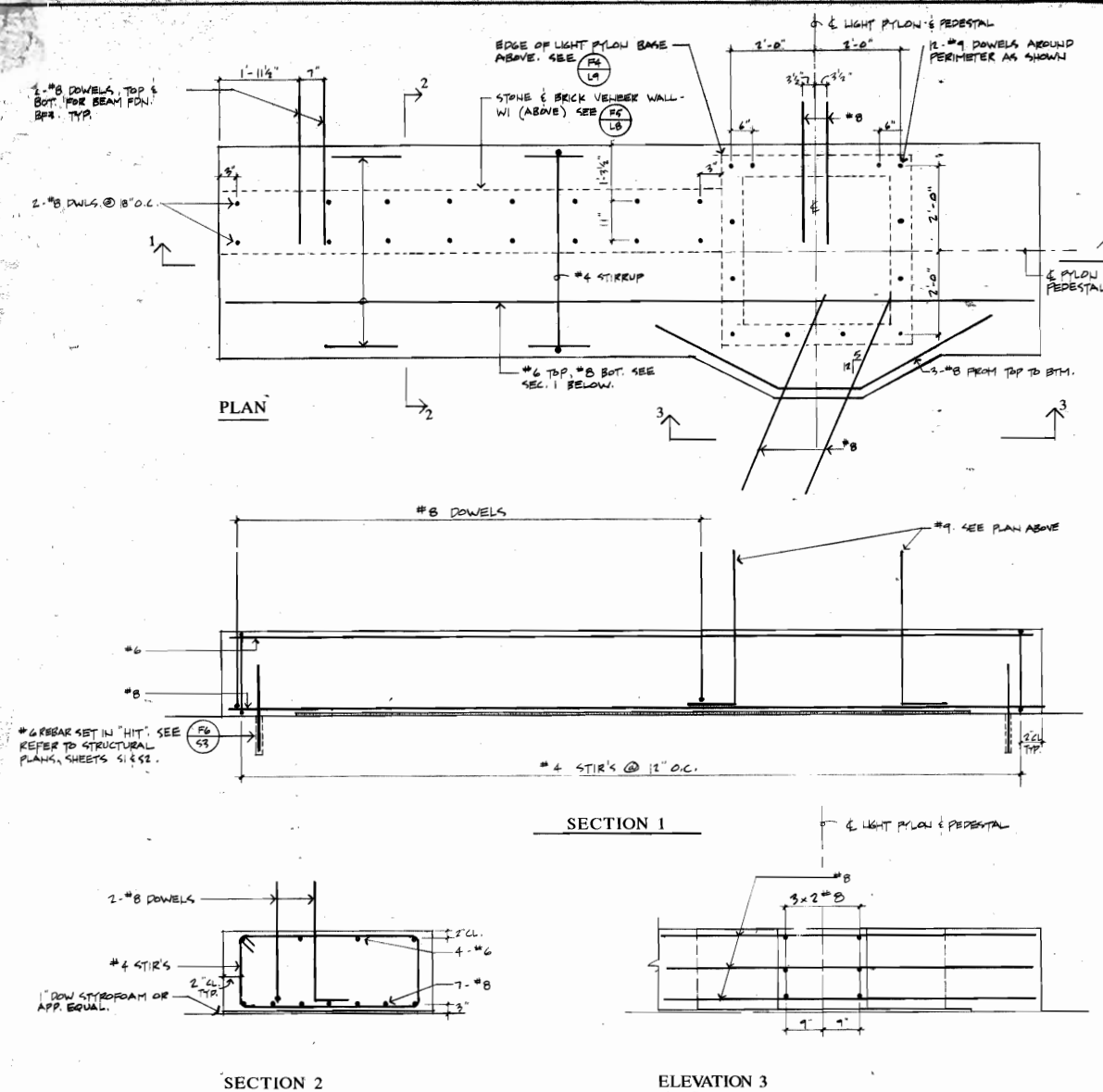
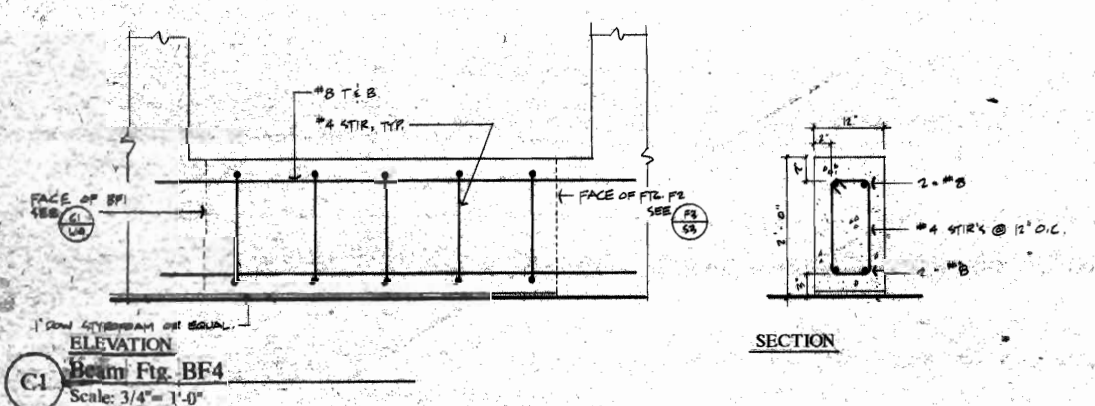
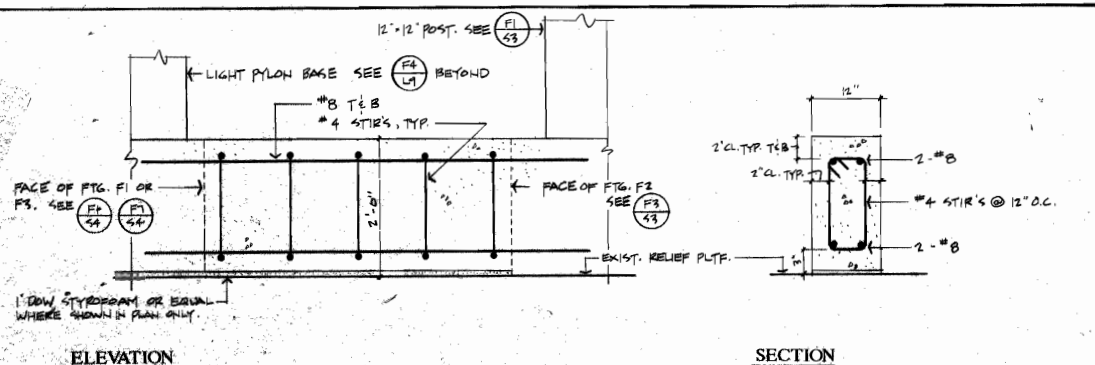
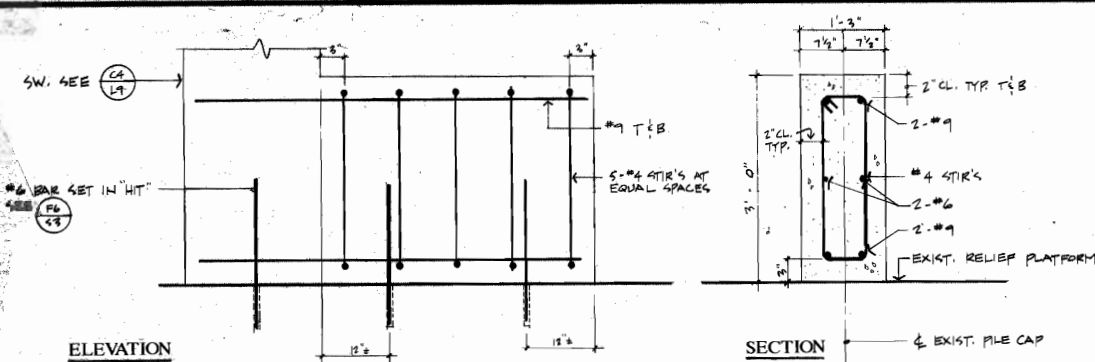
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date 3/6/90

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checked _____

S4



Revisions
 no. date description

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BATTERY PARK CITY AUTHORITY

ONE WORLD FINANCIAL CENTER
 NEW YORK, NY 10001

Ysrael A. Seimuk P.C.
 Consulting Engineers
 119 East 42nd Street
 New York, NY 10017

Location Map:

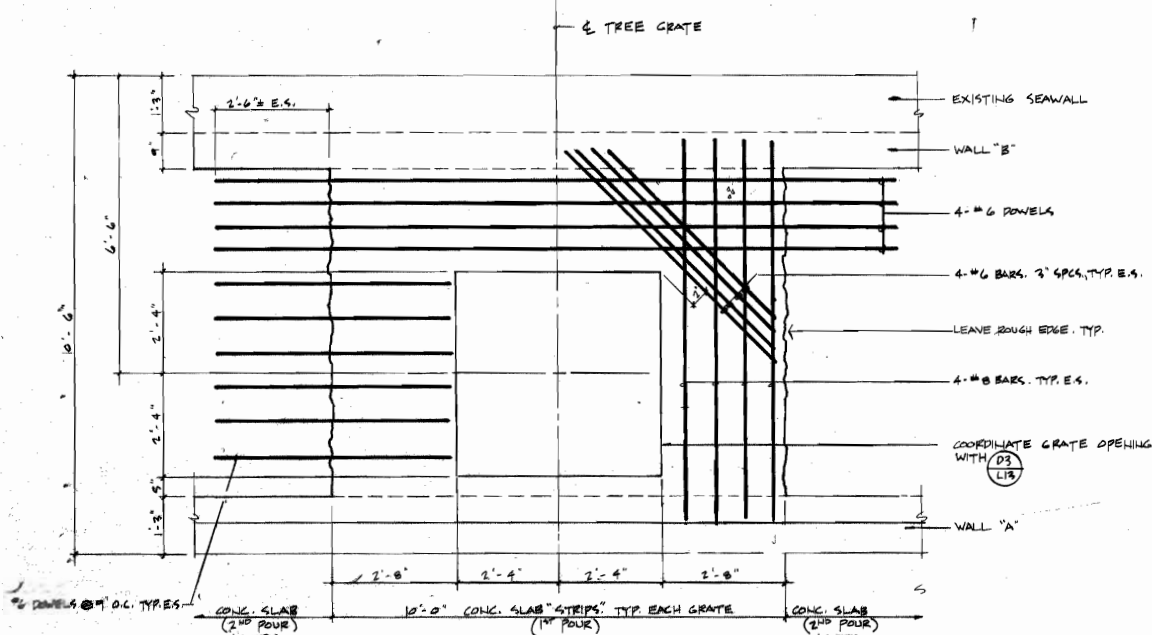
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 Incorporated 1980

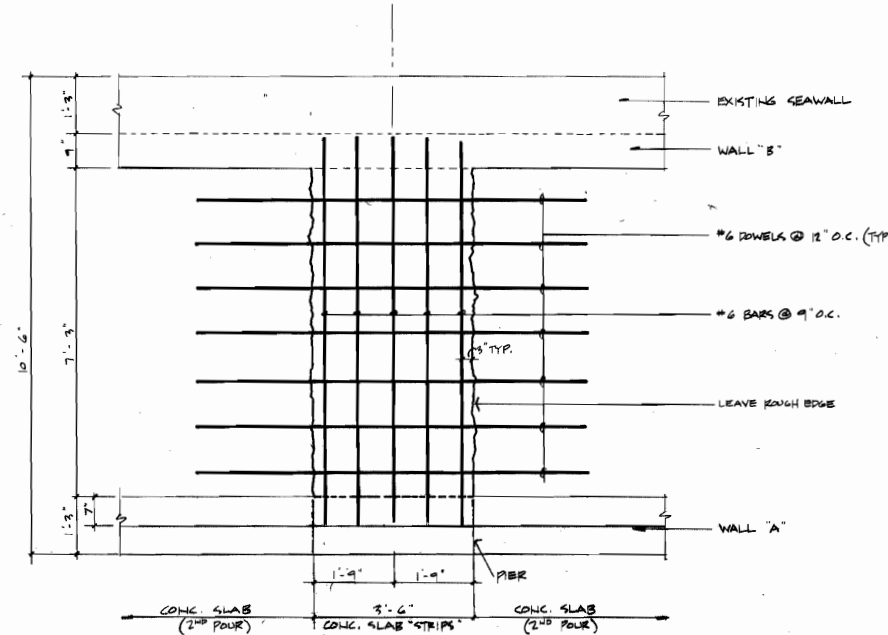
drawing title
STRUCTURAL DETAILS

Scale: **AS SHOWN** drawing no.
 date: **30 NOVEMBER 1990**
 drawn: _____
 checked: _____

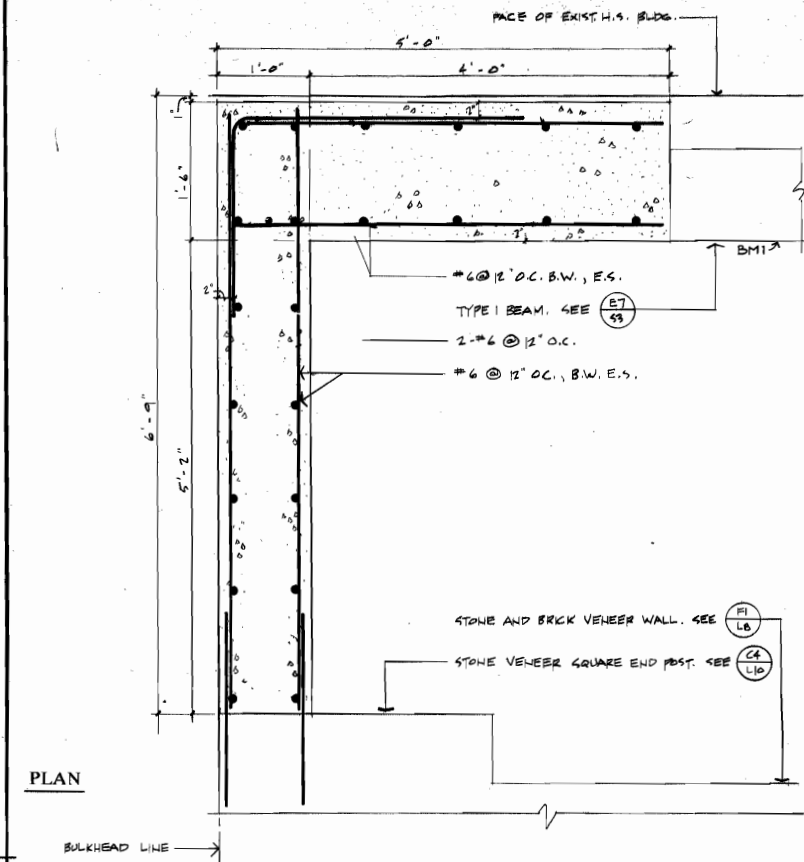
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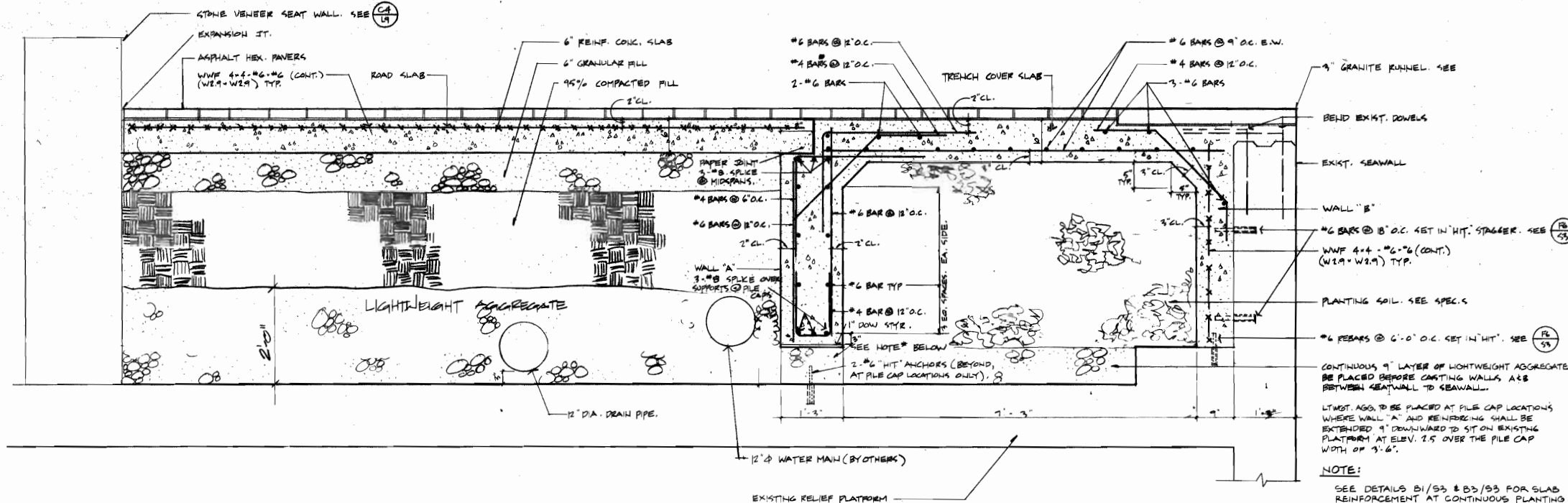
B1 Plan at Tree Grate "Wide Strip" (1st pour)
Scale: 1/2" = 1'-0"



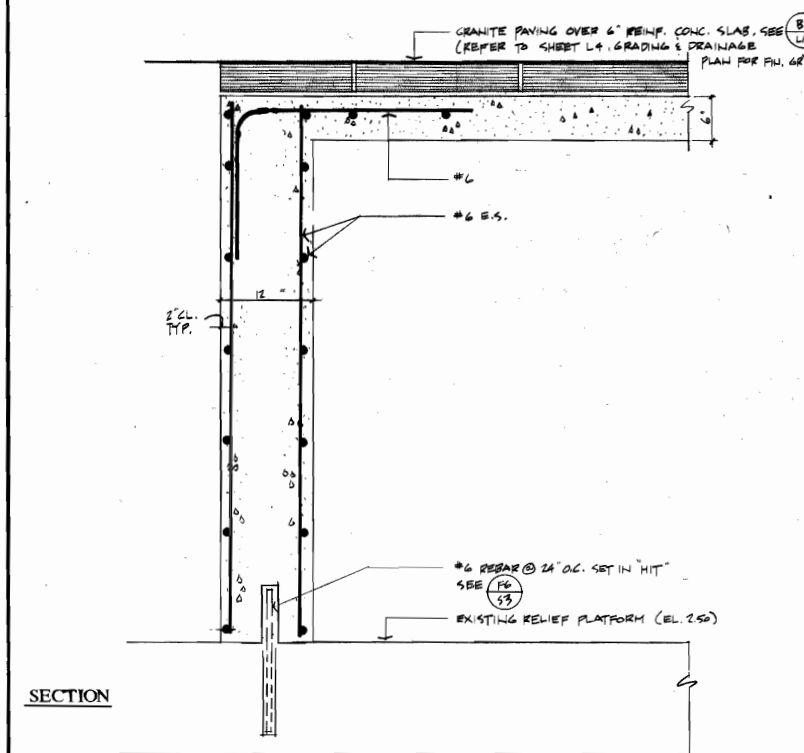
B3 Plan at Cover Slab "Narrow Strip" (1st pour)
Scale: 1/2" = 1'-0"



PLAN

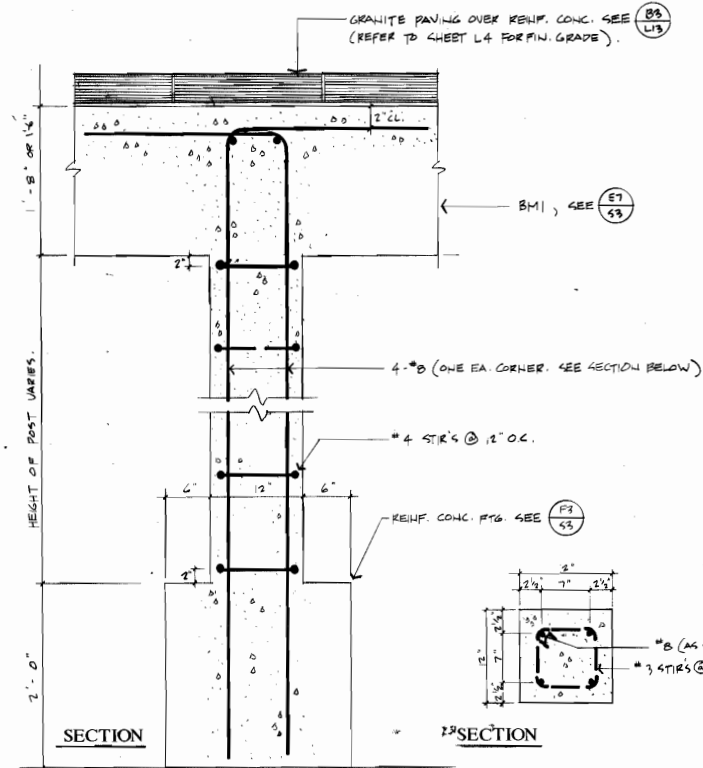


D1 Section Through Esplanade at Continuous Planter (see F3/S5 for Section through Esplanade w/out Continuous Planter)
Scale: 3/4" = 1'-0"

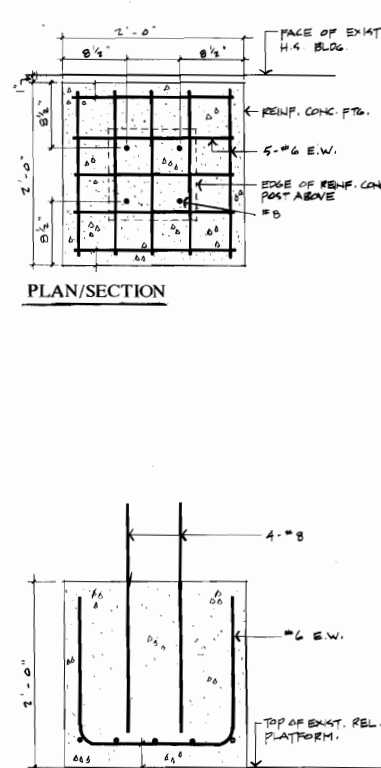


SECTION

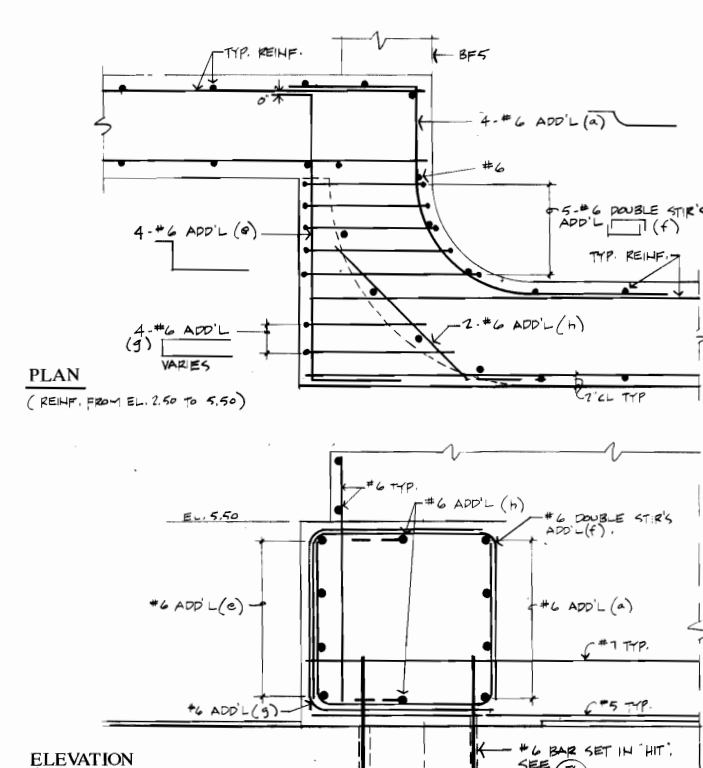
D5 Wall at Bottom of Ramp
Scale: 1" = 1'-0"



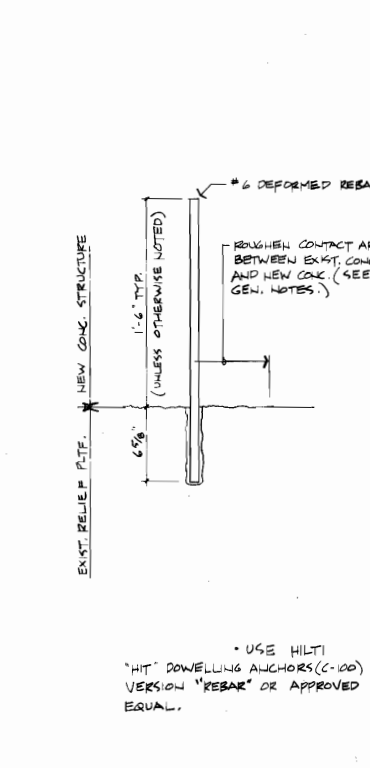
F1 12' x 12' Reinf. Conc. Post
Scale: 1" = 1'-0"



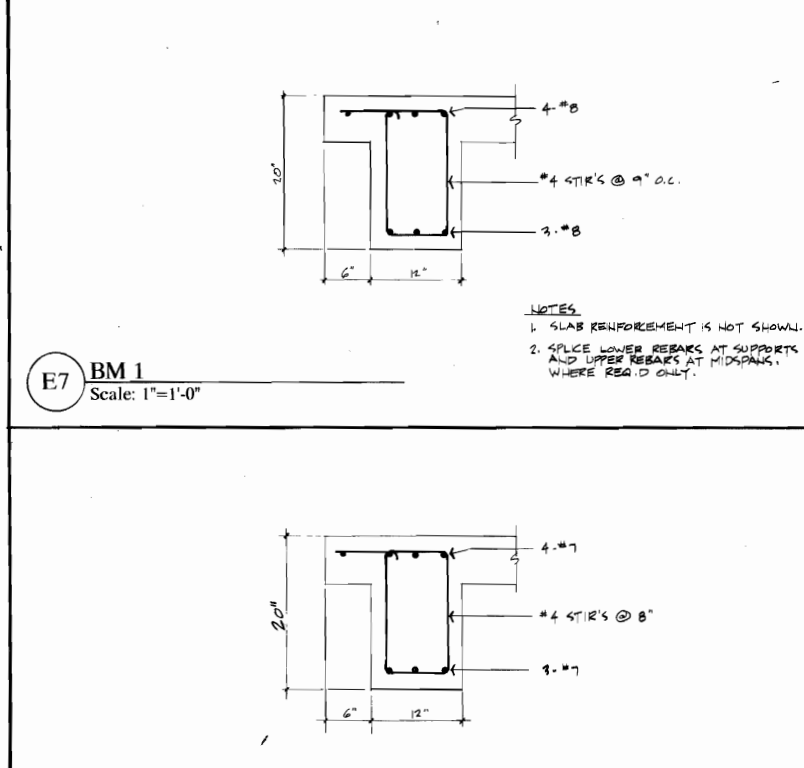
F3 Fig. F2



F4 Fig. F5
Scale: 3/4" = 1'-0"



F6 Dowelling Anchor
Scale: 1 1/2" = 1'-0"



F7 BMS 5 & 7
Scale: 1" = 1'-0"

revision
no. date description

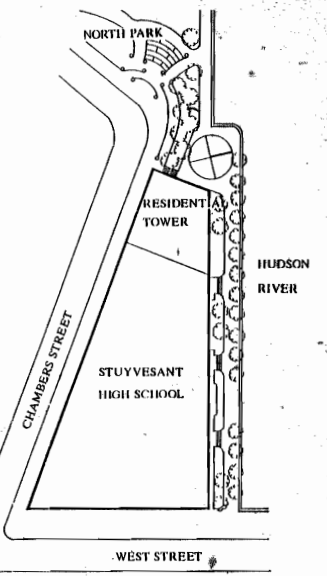
NORTH ESPLANADE



ONE WORLD FINANCIAL CENTER
NEW YORK, NY 10017

Yarek A. Seimuk P.C.
Consulting Engineers
219 East 42nd Street
New York, NY 10017

Location Map:



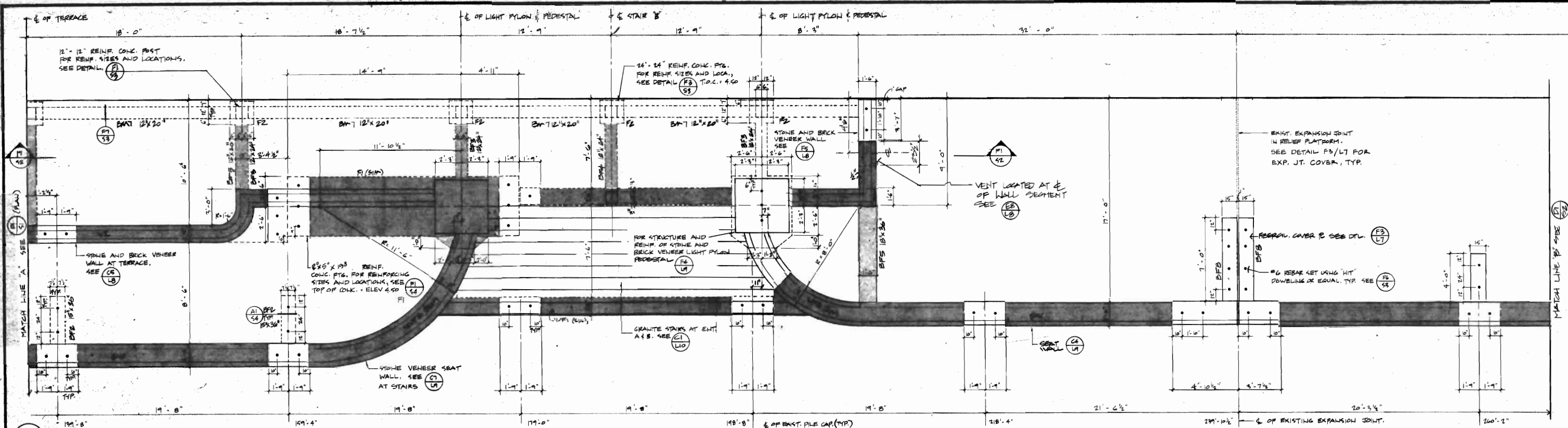
CARR, LYNCH, HACK AND SANDELL
Planners, Architects and Landscape Architects

1385 Cambridge Street
Cambridge, MA 02139
617 661-6566
Fax 617 661-6822
Incorporated 1980

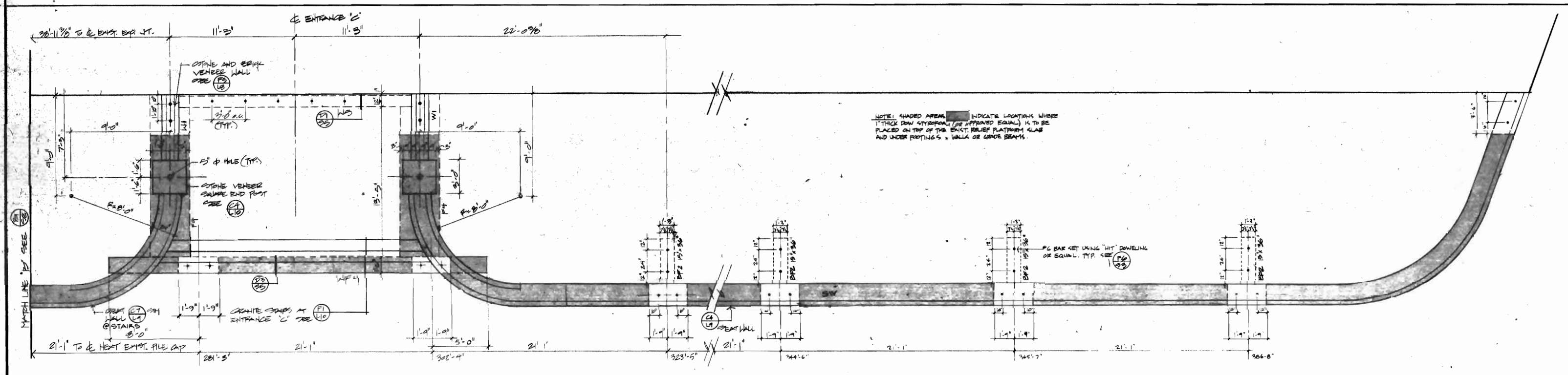
drawing title
STRUCTURAL PLANS,
SECTIONS, AND DETAILS

scale AS SHOWN
date 30 NOVEMBER 1990
drawn
checked

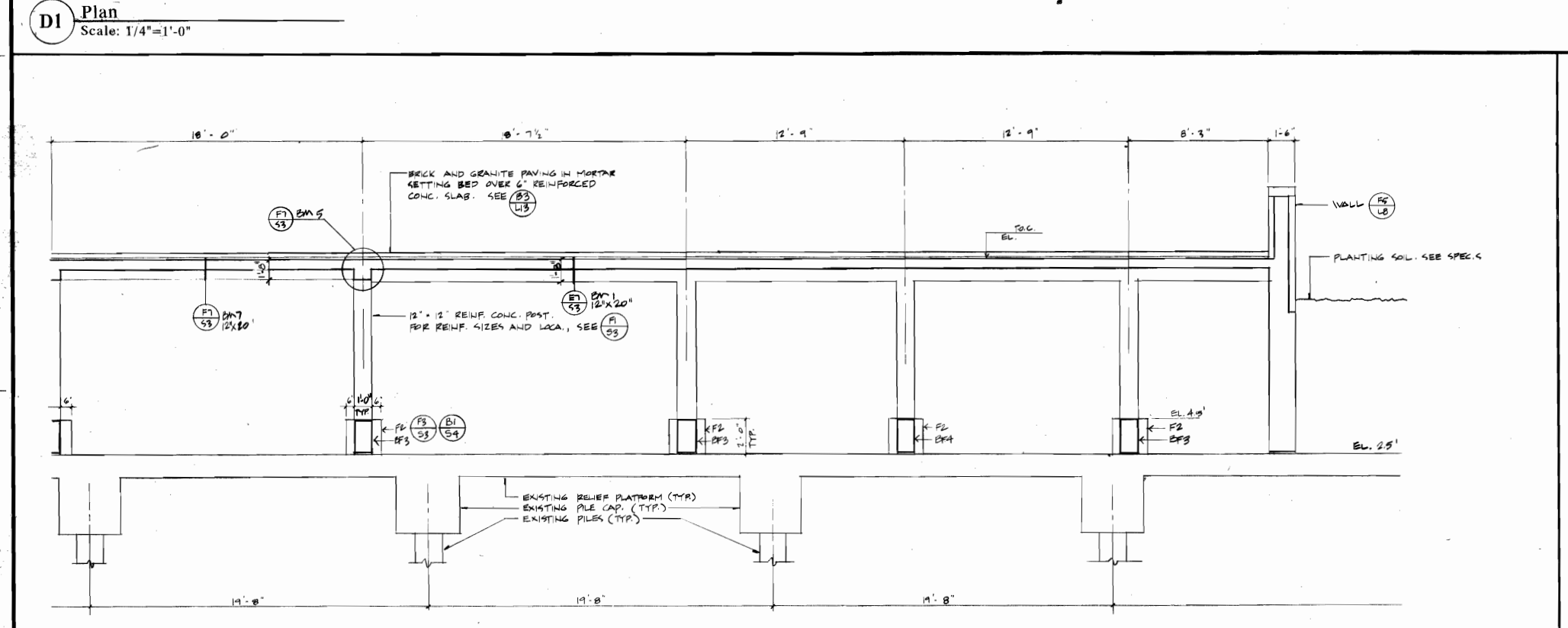
S3



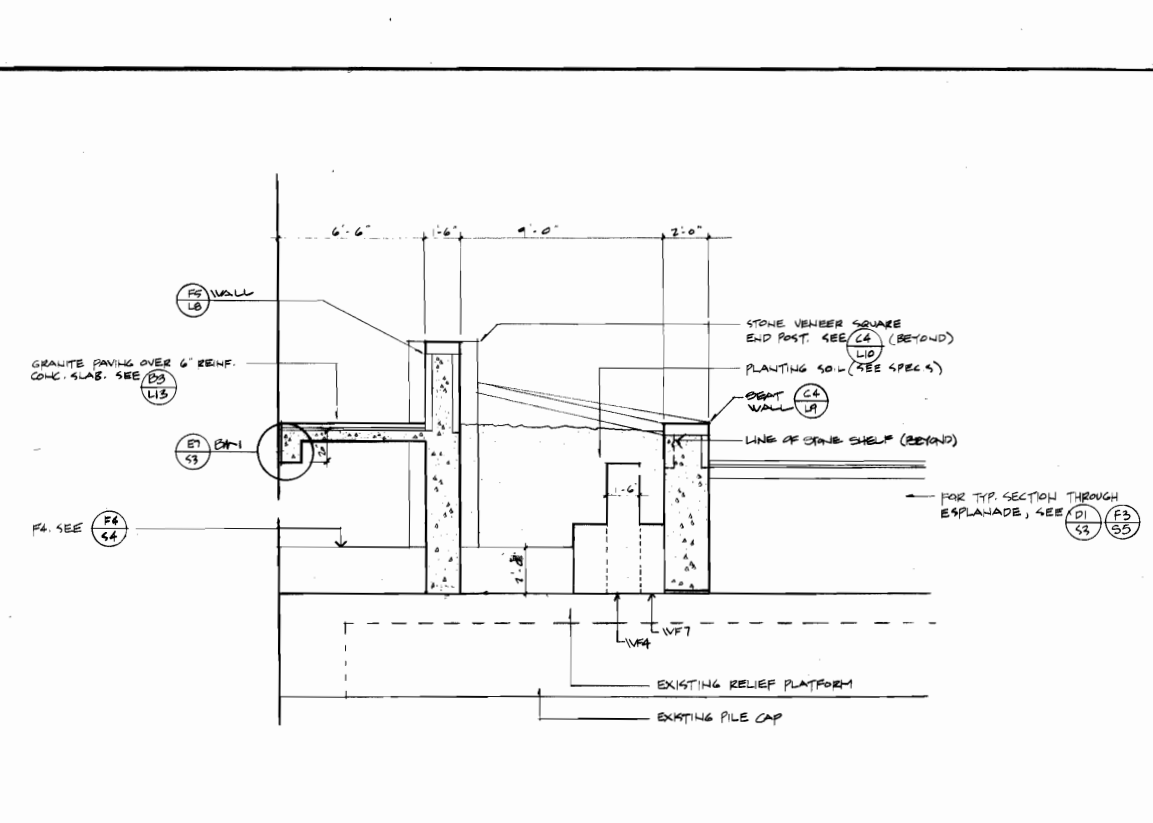
B1 Plan
Scale: 1/4"=1'-0"



D1 Plan
Scale: 1/4"=1'-0"



F1 Section
Scale: 1/4"=1'-0"



F6 Section
Scale: 1/4"=1'-0"

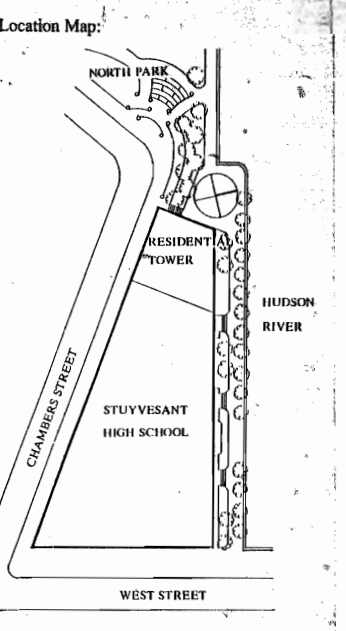
Revisions
no. date description

NORTH ESPLANADE



ONE WORLD FINANCIAL CENTER
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Yoram A. Seimuk P.C.
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CARR, LYNCH, HACK AND SANDELL
Planners, Architects and Landscape Architects

1385 Cambridge Street
Cambridge, MA 02139
617 661-6566
Fax 617 661-6822
Incorporated 1980

drawing title
**STRUCTURAL PLANS,
ELEVATIONS, AND SECTIONS**

scale 1/4" = 1'-0" drawing no.
date 30 NOVEMBER 1990
drawn
checked

New York State Contract Reporter Insertion Form

Agency: Hugh L. Carey Battery Park City Authority

Office: One World Financial Center – 24th Floor

Sent via: ☒ FAX Page 1 of 2

☐ Courier ☐ Registered/Certified Mail

Contact: Michael LaMancusa

Phone: (212) 417-4335

Date: November 25, 2014

FORMS RECEIVED AFTER MIDNIGHT MONDAY WILL GO INTO THE NEXT ISSUE

INSTRUCTIONS

- The information above must be completed but will not appear in the **Contract Reporter**. The information below will appear in the **Contract Reporter**.
- The law requires you to complete this form in full. The form must be typewritten. Please use upper/lower case -

not all caps. Fit all copies in space provided. For sections not applicable, "N/A".

- No fax cover sheet required. For multiple insertions submitted at one time, complete box (above) in full for page 1 and number following sheets "Page 2 of X," etc.

<u>Contract Category</u>	<u>Contract ID Number</u>	<u>Contract / Project Title</u>
Design Engineering Services		North Esplanade Timber Pile Inspection and Engineering Remediation Design Services

Description of Goods or Services to Be Bid

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 design and consulting engineering firms (each individually, a “Proposer” or collectively, the “Proposers”) to provide (1) inspection and engineering remediation design services with respect to timber piles located in the North Esplanade in Battery Park City to BPCA, and (2) construction administrative services in connection the remediation project. The North Esplanade runs along the northern and western borders of Battery Park City to the North Cove Marina to the south. The timber piles are located along the northern border of the North Esplanade. The services required shall include, but not be limited to:

- Diving inspections of the timber piles;
- Development of a remediation approach and plan;
- Provision of remediation project cost estimates;
- Participation in procurement process for the contractor to perform the remediation work;
- Limited involvement in permitting process, as described in Exhibit A attached hereto;
- Construction administration services; and
- Project inspections, determination of substantial completion of work, performance of a punch list inspection, issuance of a punch list and review of completed punch list work for sign-off.

Interested parties may download the complete request for proposals (“RFP”) via the link provided below or by visiting BPCA’s website at www.bpca.ny.gov and clicking on the “Opportunities” tab. **All Proposals must meet the requirements listed in the RFP.**

As stated in the RFP, firms interested in responding to the RFP must complete the Mandatory Forms Packet located on BPCA’s website at www.bpca.ny.gov/pdf_n/Mandatory_Forms_Packet.pdf. The completed forms must accompany the firm’s proposal.

Restricted Period

Proposers are restricted from making contact with anyone other than the Designated Contacts (identified below) during the period from the time of publication of this advertisement through approval of the procurement contract by BPCA (the “Restricted Period”). Employees of BPCA are required to record certain contacts during the Restricted Period, including, but not limited to, any oral, written or electronic communication with a governmental entity under circumstances where a reasonable person would infer that the communication was intended to influence the governmental entity’s conduct or decision regarding the governmental procurement, and to make a determination of responsibility based, in part, upon any such contact. Failure to abide by this process may result in a finding of non-responsibility.

These goods or services have been purchased from an out-of state/foreign vendor within the past 3 years: ☐

Eligibility / Qualifications Requirements / Preferences

Minority-Owned Business Enterprises (“MBE”) and Women-Owned Business Enterprises (“WBE”) are encouraged to submit Proposals. All Proposers must submit with their proposal a copy of its Equal Employment Opportunity or Diversity policy along with a breakdown of all company staff by job classification, race and gender. For questions on M/WBE participation, joint ventures and sub-contracting goals ONLY, please contact “Diversity Designated Contact”: Mr. Anthony Peterson at 212.417.2337.

M/WBE UTILIZATION GOAL REQUIREMENTS FOR BPCA CONTRACTS: In accordance with Article 15-A of the New York State Executive Law and regulations adopted pursuant thereto, BPCA has established separate goals for participation of New York State Certified minority and women-owned business enterprises for all state contracts. BPCA is required to implement the provisions of Article 15-A and 5 NYCRR Part 143 for all state contracts (1) in excess of \$25,000 for labor, services, equipment, materials or any combination for the foregoing and (2) in excess of \$100,000 for real property renovations and construction. For purposes of this procurement, the Organization hereby establishes a goal of 10% for Minority-owned Business Enterprises (MBE) participation and 10% for Women-owned Business Enterprises (WBE) participation. (We are happy to work with you to help you identify opportunities for M/WBE participation, joint ventures and sub-contracting). As a condition of this procurement, the Proposer and BPCA agree to be bound by the provisions of §316 of Article 15-A of the Executive Law regarding enforcement. Proposers must document “good faith efforts” to provide meaningful participation by certified M/WBE subcontractors or suppliers in the performance of the awarded contract. For guidance on how BPCA will determine a Proposer’s “good faith efforts,” refer to 5 NYCRR § 143.8. Additionally, Proposers must refer to Mandatory Forms of this document for a list of forms that must be provided in order to fully comply with Article 15-A of the New York State Executive Law and 5 NYCRR Part 143.

BPCA reserves the right to cancel or withdraw in whole or in part this RFP at its sole discretion. Proposers will be notified in the event the RFP is cancelled via the BPCA website.

Subcontracting Provisions Minority business sub-contracting goal: 10 %
 Woman-owned business sub-contracting goal: 10 %

Sub-contracting opportunities for MBEs/WBEs must be considered.

Proposal Due Date Friday, December 19, 2014 by 3:00 p.m.	Contract Term 12 Months
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Location Where Goods to be Delivered or Service Performed

Battery Park City Authority d/b/a Hugh L. Carey Battery Park City Authority, 200 Liberty Street 24th Floor, New York, NY

RFP Designated Contact:

Michael LaMancusa – Contract Administrator

EMAIL: michael.lamancusa@bpca.ny.gov
Department Real Property
Agency Battery Park City Authority d/b/a Hugh L. Carey Battery Park City Authority
Address One World Financial Center – 24th Floor
City/State/Zip New York, NY 10281
Phone (212) 417-4335
fax (212) 417-4381

Diversity Designated Contact:

Anthony Peterson, Director of Diversity Programs / MWBE Compliance Officer

Agency: Same
Address: Same
City/State/Zip: Same
Phone: 212-417-2337

Submit To: Michael LaMancusa – Contract Administrator (same as above)

Submit this form to **Both:** Ad-Vantage Printing & Graphics, Inc.
 P.O. Box 4452
 Utica, NY 13504
 FAX: (315) 797-2300
 PHONE: (315) 797-2331

AND

NYS Department of Economic Development
 30 South Pearl Street
 Albany, NY 12245
 FAX: (518) 292-5853
 For Inquires: (518) 292-5221

Project: North Esplanade Timber Pile
Inspection and Remediation Design
Services

Date: January 9, 2015

RE: Addenda # 2
of Pages: (2)

The following revisions and/or clarifications are hereby made to the RFP documents for “North Esplanade Timber Pile Inspection and Remediation Services”

Questions:

1. Are there geotechnical borings in the vicinity of the project site? If so, can they be provided to us? *The successful proposer will be provided with the original boring report from 1967.*
2. Can a plan view showing extents of the issue at the site and cross section of the North Esplanade be provided to us showing existing supporting elements? *All available plans are attached.*
3. Would BPCA please provide meeting minutes/sign-in sheet from the Pre-proposal meeting?
Provided in Addenda #1
4. The RFP provides a basic description of the North Esplanade with respect to the work desired. Would BPCA please provide further structural description and figures (plan and typical section), if available, of the North Esplanade? *All available plans are attached.*
5. The RFP states that the proposal should be limited to no more than ten (10) pages, exclusive of the Transmittal Letter and the Appendices. Which requirements fall under Appendices? Do the Appendices include biographies, references, insurance and financial statements? *Appendices shall include resumes, references, appropriate insurance and financial statements. The technical proposal shall include firm experience, overview and specific approach to project.*
6. The RFP states that the NYS Vendor Responsibility Questionnaire is to be included unbound as part of the cost proposal. Where should the other forms be included, in technical or cost proposal? *See attached verbiage below from the RFP page 8 – the Questionnaire must NOT be included in the cost proposal:*

NYS Standard Vendor Responsibility Questionnaire –**Submit with the Cost Proposal (as described below), one (1) original unbound set of a completed NYS Standard Vendor Responsibility Questionnaire with original ink signatures. Do not include the Standard Vendor Responsibility Questionnaire in the bound copies of the Cost Proposal.** The NYS Standard Vendor Responsibility Questionnaire must be notarized and signed by the individual(s) authorized to bind the firm contractually. Indicate the title or position that the signer holds within the firm.

7. Please provide copies of any available north esplanade structural drawings, surveys (including as-built and prior to temporary repair), inspection reports (including those that precede the observed

movement), and the report that provided the recommendation for repair. ***All available plans are attached; no other reports are available***

8. Please confirm the format of the cost proposal. ***Please provide a NTE amount broken into the phases described in the Scope of Work, with a separate line item for reimbursables.***
9. Please provide a copy of the proposed contract. It was not included in Exhibit F. ***Attached***
10. Please clarify who would be responsible for periodic inspections during construction. RFP statements imply that the winning consultant is only responsible for punch list and final inspections. ***The consultant will be responsible for periodic inspections in conjunction with the [on-site] field meetings as described in page 16 of the RFP.***
11. Please confirm that it is the BPCA's intent to complete the repairs within one year of the start of consultant's contract as the anticipated contract term is of that duration. ***It is BPCA's intent to complete the repairs within the one year period.***
12. Has BPCA assumed a construction duration schedule for the purposes of the RFP? If so, please provide. ***No.***

By signing the line below, I am acknowledging that all pages of the addenda have been received, reviewed and understood, and will be incorporated into the Proposal submitted. This document must be attached to the Proposal for consideration.

Print Name

Signature

Date

Number of pages received: _____ <fill in>

Distributed to: All prospective Proposers