



**Battery Park
City Authority**

REQUEST FOR PROPOSALS

FOR

**Phase 6 Pile Remediation Construction Management & Diving Inspection
Services**

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I. SUMMARY

Battery Park City Authority d/b/a Hugh L. Carey Battery Park City Authority (“BPCA”) requests proposals (individually, a “Proposal” or collectively, the “Proposals”) from construction management firms (each individually, a “Proposer” or collectively, the “Proposers”) to provide construction management and diving inspection services for the “Phase 6 Pile Remediation – Construction Management & Diving Inspection Services Project,” as detailed in the Scope of Work (Exhibit A) and Drawings (Exhibit F) (the “Project” or the “Work”). The Project is a component of a multi-year BPCA repair and remediation project for the piles supporting the Battery Park City platform structure.

Created in 1968, BPCA is a New York State public benefit corporation responsible for financing, developing, constructing, maintaining, and operating Battery Park City as a richly diversified mixed use community providing residential and commercial space, with related amenities such as parks, plazas, recreational areas, and a waterfront esplanade. A summary of BPCA’s structure, mission, and history, as well as the Battery Park City project area, may be viewed at: <http://bpca.ny.gov/>. Public information regarding BPCA’s finances, budget, internal controls, guidelines, and policies may be viewed at: <http://bpca.ny.gov/public-information/>. Information relating to the Battery Park City Parks Conservancy Corporation (“BPCPC”), BPCA’s affiliate, may be viewed at: <http://bpcparks.org/>.

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

II. GENERAL PROVISIONS

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

- withdraw and/or cancel this RFP at any time before final award of the contract;
- request clarification and/or additional information from any or all Proposers;
- amend any term or requirement of this RFP at any time before award of a contract (Proposers may amend their Proposals, as directed by BPCA, if BPCA materially alters or amends the RFP after submission of Proposals);
- alter any key dates or deadlines related to this RFP;
- award the Work, in whole or in part, to one or more Proposers with or without interviews or negotiations;
- reject any Proposal that does not strictly conform to the requirements of this RFP;
- conduct one or more interviews, either in-person or by phone, with any or all of the Proposers to aid the evaluation process;
- request a best and final offer from any of the Proposers;
- negotiate potential contract terms with any Proposer;

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

III. TIMETABLE & DESIGNATED CONTACT

A. *Key Dates*

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

- RFP issued: November 30, 2018
- Pre-proposal meeting: December 6, 2018 at 9:30 a.m. Meeting Location: BPCA Offices, 200 Liberty Street, 24th Floor, New York, NY 10281 (attendance is highly recommended).
- Deadline to submit questions to BPCA: December 13, 2018 by 5:00 p.m. (by email only)

All questions regarding this RFP should be submitted in writing via email to the "Designated Contact": **Michael LaMancusa**, Battery Park City Authority, at michael.lamancusa@bpca.ny.gov.

- BPCA's response to substantive questions: December 20, 2018 (via BPCA Website)
- PROPOSAL DUE DATE: **January 3, 2019** by 5:00 p.m. (the "Due Date")
- Contract start date: February 2019 (approximate)

B. *Anticipated Contract Term*

It is anticipated that the term of the contract or contracts awarded pursuant to this RFP (the "Contract" or "Contracts") will be up to thirteen (13) months, with the construction phase running from approximately May 1, 2019 through October 31 2019. BPCA reserves the right to terminate the Contract or Contracts at any time, with or without cause, in accordance with the terms of the Contract. BPCA's sample form of contract is attached as Exhibit C.

IV. GENERAL REQUIREMENTS

A. *Minimum Qualification Requirements*

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

- 1) The Proposer must have an office in New York State (a New York City office is strongly preferred).
- 2) The Proposer must be lawfully authorized to conduct business in the State of New York.
- 3) The Proposer or one or more of its principals must have at least five (5) years' experience in providing construction management services for urban marine/waterfront projects.
- 4) The Proposer or one or more of its principals or subconsultants must have at least five (5) years' experience in providing underwater inspection services for urban marine/waterfront projects.

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

Contractor requirements and procedures for business participation opportunities for New York State certified MBEs/WBEs/SDVOBs and equal employment opportunity requirements relating to minority group members and women are attached as Exhibit B. For questions relating to MBE/WBE/SDVOB participation, joint ventures and sub-contracting goals *only*, please contact the “MBE/WBE/SDVOB Designated Contact” Mr. Anthony Peterson at Anthony.peterson@bpca.ny.gov or 212-417-2337.

C. Restricted Period

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

D. Submission of Proposals

Proposals must be received by BPCA no later than 5:00 p.m. on January 3, 2018

Each Proposer must submit six (6) paper copies and a PDF version (via CD-ROM or flash drive) in a sealed package clearly marked “Proposal Enclosed - Phase 6 Pile Remediation Construction Management & Diving Inspection Services” to the Designated Contact by messenger, overnight courier or certified mail to the following address:

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

BPCA is not responsible for late Proposals, no matter the cause. Proposals *must* arrive at the time and place specified herein and be time stamped by BPCA by the Due Date. Please leave ample time for building security. Late Proposals will NOT be accepted. Proposals submitted by fax or electronic transmission will NOT be accepted. A Proposer may, after submitting a Proposal, amend its Proposal by submitting an amended Proposal, clearly labeled “Amended Proposal - Phase 6 Pile Remediation Construction Management & Diving Inspection Services,” as long as the amended Proposal is submitted by the Due Date.

V. PROPOSAL FORMAT AND CONTENTS

A. Proposal Format

The Proposal must:

- Be printed on 8½” x 11” paper; and

- Have numbered pages.

B. Proposal Content

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

- 1) Cover Letter, signed by a person within the firm who is authorized to bind the Proposer, which includes representations that:
 - (a) Except as disclosed in the Proposal, no officer or employee of the Proposer is directly or indirectly a party to or in any other manner interested financially or otherwise in this RFP;
 - (b) Proposer satisfies all of the minimum qualification requirements in Section IV.A; and
 - (c) Proposer has reviewed BPCA's form of contract, attached as Exhibit C to this RFP, and either has no objections or has detailed their objections in an appendix to their Proposal.
- 2) Executive Summary.
- 3) Responses to the Questions as well as all of the Information Required (Sections VI.A. and B.).
- 4) Required Attachments (Section VI. C.).

BPCA reserves the right to reject any Proposals that fail to include any required item described in this Section V. B., including Cover Letters that are unsigned or fail to include each of the above representations (including an appendix, if applicable).

VI. INFORMATION REQUIRED

A. Questions and Information Sought Relating to the Work

1. Describe your firm's background, experience and staff, as they may be relevant to the Work, with an emphasis on construction management and diving inspection services for marine pile repair and remediation projects in New York City.
2. Describe your firm's methodology for construction management services for marine pile repair and remediation projects, including but not limited to pre-construction coordination and oversight, schedule management, administrative management, project coordination, project reporting, quality control, regulatory compliance and safety oversight.
3. Describe your firm's methodology for diving inspection services for marine pile repair and remediation projects.
4. Submit a discussion of your approach to the Work, which shall address your proposed procedures and plan for staffing, performance, sequencing and completion of the Work, with particular emphasis on any proposed means of maximizing productivity and time savings for the Project.
5. List each key member, manager or supervisor of the team who you intend to assign to the Project and include for each listed individual: (a) area(s) of specialization; (b) title and/or position within your firm;

- (c) years and type(s) of relevant experience; and (d) the services to be performed. Also specify the total number of staff members you intend to use for the Project and include their titles and/or Project roles.
6. Identify any subconsultants you intend to use for this engagement, and describe the services to be performed by each subconsultant.
 7. Identify the person who will be the lead project manager (the “Lead PM”) and primary contact in providing services to BPCA.
 8. Describe your proposed team’s experience (including both direct contract work and work performed under subcontracts) with similar work for other public entities, with an emphasis on New York State and City public entities. Include contract dates, the nature of the work performed, the contracting agency, the contract number (if known) and the supervisor for each.
 9. Clearly identify any information in your Proposal that you believe to be confidential and exempt from FOIL, and state the reasons. Please note that this question is for informational purposes only, and BPCA will determine whether information or materials are exempt from disclosure under FOIL in its sole discretion.
 10. Identify any and all exceptions taken to BPCA’s standard form of contract, attached as Exhibit C, explaining the reasons for such exceptions. Such exceptions must be detailed in an appendix to your Proposal labeled, “Appendix: Objections to BPCA Form of Contract.” No exceptions to the Contract will be considered by BPCA after submission of the Proposals. BPCA maintains the right to reject Proposals based on non-conformance with the standard form of Contract.
 11. Provide at least three (3) client references for whom your firm has performed similar work to that requested in this RFP. For each client, describe the project, the project’s date, services performed and the name, address, and telephone number for a person at the client’s firm familiar with such work.

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

1. Within the past three (3) years, have there been any significant developments in your firm such as changes in ownership or restructuring? Do you anticipate any significant changes in the near future? If so, please describe.
2. How does your firm identify and manage conflicts of interest?
3. Are there any potential conflict of interest issues posed by your firm’s performance of the Work on behalf of BPCA?
4. Has your firm or have any of the firm’s partners/employees been disciplined or censured by any regulatory body within the last five (5) years? If so, please describe the relevant facts.
5. Within the last five (5) years, has your firm, or a partner or employee in your firm, been involved in litigation or other legal proceedings relating to the provision of professional services? If so, please provide an explanation and the current status or disposition of the matter.
6. List any professional or personal relationships your firm’s employees may have with BPCA’s Board Members and/or employees. A list which is attached as Exhibit J.
7. If selected, will your firm assign any person to this engagement who was previously an employee of BPCA or BPCPC? If so, please: i) identify when (month and year) that person’s employment at

BPCA/BPCPC terminated, and ii) describe that person's involvement, if any, with matters related to this RFP during his/her employment at BPCA/BPCPC.

8. In the past five (5) years, have any public sector clients terminated their working relationship with your firm? If so, please provide a brief statement of the reasons. Provide the name of the client and provide a contact person, address and telephone number.

C. Required Attachments

- 1) Mandatory Forms:

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

- a) NYS Standard Vendor Responsibility Questionnaire, notarized and signed by the individual(s) authorized to contractually bind the Proposer, indicating the signer's title/position within the firm.*
- b) State Finance Law § 139 Form 1, signed by the individual(s) authorized to contractually bind the Proposer.*
- c) W-9 form.
- d) Statement of Non-Collusion.
- e) MBE/WBE/SDVOB Utilization Plans. Please note that all such plans must be submitted even if Proposer is a MBE/WBE/SDVOB.

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

- 2) Response to the question regarding the use of New York State businesses set forth in Section XII.
- 3) Completed MBE/WBE and EEO Policy Statement and Diversity Practices Questionnaire (attached as part of Exhibit B).

- 4) Financial Statements:

Provide a copy of your firm's most recent Audited Financial Statements (within the last year). In the event you do not have audited financials you must provide a statement to that effect with your proposal, and summary financial information for the calendar year most recently ended.

- 5) Acknowledgement of Addenda:

Attach a completed and signed Acknowledgement of Addenda Form, attached as Exhibit I, acknowledging receipt of all addenda to this RFP, if any, issued by BPCA before the Due Date. Addenda are posted by BPCA as necessary and can be found on the BPCA website at www.bpca.ny.gov. It is the responsibility of each Proposer to check the BPCA website for addenda and to review addenda prior to submitting any proposal in response to this RFP.

6) Appendices:

a) Attach professional biographies for all key members, managers and supervisors identified in your Proposal.

VII. INSURANCE REQUIREMENTS

A. General Requirements

The total cost of the required insurance listed in paragraphs 2) and 3) below, must be incorporated into the Cost Proposal. The additional insured protection afforded BPCA, BPCPC, and the State of New York must be on a primary and non-contributory basis. All policies must include a waiver of subrogation in favor of BPCA, BPCPC, and the State of New York, no policies may contain any limitations / exclusions for New York Labor Law claims, and cross liability coverage must be provided for BPCA, BPCPC, and the State of New York.

All of the carriers that provide the below required insurance must be rated "A-VII" or better by A.M. Best and must provide direct written notice of cancellation or non-renewal to BPCA, BPCPC, and the State of New York at least 30 days before such cancellation or non-renewal is effective, except for cancellations due to non-payment of premium, in which case 10 days written notice is acceptable.

B. Insurance Requirements for the Selected Proposer

The selected Proposer will be required to obtain and provide proof of the types and amounts of insurance listed below:

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

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

- **Automobile Liability Insurance** with a combined single limit of not less than \$1,000,000. Coverage must apply to the Proposer's owned, hired, and non-owned vehicles and protect BPCA, BPCPC, and the State of New York as additional insured.
- **Workers' Compensation, Employer's Liability, and Disability Benefits** shall not be less than statutory limits, including United States Longshore and Harbor Workers Act coverage as applicable to the operations of the Proposer.

- **Umbrella Liability Insurance** at a limit not less than \$5,000,000 per occurrence and in the aggregate. BPCA, BPCPC, and the State of New York must be protected as additional insureds on policies held by the selected Proposer and any of its subcontractors.
- **Professional Liability (“Errors & Omissions”) Insurance** must be maintained at a limit of not less than \$5,000,000 each claim.

If the Construction Manager chooses to utilize a watercraft for the underwater inspection, then the below insurance is required:

- **Comprehensive Marine Liability Insurance** must be maintained at a limit of not less than \$1,000,000 per occurrence and include the following coverage:
 - Protection and indemnity
 - General liability
 - Pollution liability

BPCA, BPCPC, and the State of New York must be protected as additional insureds on policies held by the selected Proposer and any of its subcontractors.

C) Insurance Requirements for all Subcontractors

Any subcontractor(s) utilized by the selected Proposer will be required to obtain the types and amounts of insurance listed below:

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

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

- **Automobile Liability Insurance** with a combined single limit of not less than \$1,000,000. Coverage must apply to the subcontractor’s owned, hired, and non-owned vehicles and protect BPCA, BPCPC, and the State of New York as additional insured.
- **Workers’ Compensation, Employer’s Liability, and Disability Benefits** shall not be less than statutory limits, including United States Longshore and Harbor Workers Act coverage as applicable to the operations of the subcontractor.

- **Subcontractors will also be required to obtain all other insurances listed in Section (2) unless otherwise approved in writing by BPCA prior to commencement of any Subcontractor’s work.**

VIII. COST PROPOSAL; FORMAT AND REQUIRED INCLUSIONS

Each Cost Proposal must state a total not-to-exceed amount for the performance of all Work and include the following:

- 1) A Cost Proposal in the form attached hereto as Exhibit D (“Form of Cost Proposal”), and
- 2) Labor rates in the form attached hereto as Exhibit E (“Form of Technical Salaries”).

The Cost Proposal must be submitted in its own separate, sealed envelope within the sealed package containing all other Proposal documents. Please provide six (6) copies of the Cost Proposal.

IX. SELECTION PROCESS

A. *Evaluation*

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

B. *Interviews*

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

C. *Evaluation Criteria for Selection*

Selection will be based upon the following criteria:

- 1) Technical Evaluation:
 - Experience managing similar large scale marine construction and repair work for waterfront facilities 35%
 - Experience and expertise in diving inspection services for marine construction and repair projects 25%
 - Proposed staffing, approach to work and resources 30%
 - Responses to Diversity Practices Questionnaire 10%
- 2) Cost Proposal evaluation.

D. Basis for Contract Award

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

X. NON-COLLUSION

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

XI. IRAN DIVESTMENT ACT

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

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

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

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

New York State businesses have a substantial presence in State contracts and strongly contribute to the economies of the state and the nation. In recognition of their economic activity and leadership in doing business in New York State, Proposers for this Contract for commodities, services or technology are strongly encouraged and expected to consider New York State businesses in the fulfillment of the requirements of the Contract. Such partnering may be as subcontractors, suppliers, protégés or other supporting roles.

Proposers are strongly encouraged, to the maximum extent practical and consistent with legal requirements, to use responsible and responsive New York State businesses in purchasing commodities that are of equal quality and functionality and in utilizing services and technology. Furthermore, Proposers are reminded that

they must continue to utilize small, minority and women-owned businesses, consistent with current State law.

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

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

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

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

EXHIBIT A

I. GENERAL DESCRIPTION OF PROJECT AREAS

Located at Manhattan's southwestern tip, Battery Park City is a 92-acre land tract built in the 1970's by dredging organic river soils and filling in a portion of the Hudson River with hydraulic sand fill. This fill is laterally retained with a combination of cellular steel sheet piles, crushed quarry stone dike, granular filter materials, timber sheeting bulkhead and a relieving platform. The Battery Park City Pedestrian Esplanade (the "Esplanade") relieving platform is supported by approximately 3,100 20"x20" pre-stressed concrete piles. This Project will include the encasement of certain cellular sheet piles located along the southern edge of the North Cove Marina and the remediation of approximately 334 piles, in two areas of Battery Park City, as more particularly described below.

The Esplanade relieving platform (the "Platform") is generally 70-feet wide, but ranges from 43-feet to 50-feet in the North and South Cove areas as well as in the North Platform area adjacent to Stuyvesant High School. The Platform is a concrete deck composed of 7½ inch thick pre-cast, pre-stressed concrete planks integrated with 7½ inch thick reinforced cast-in-place concrete, spanning between cast-in-place concrete pile-supported bents located approximately 23 feet on center. The supporting piles are 20-inch pre-cast, pre-stressed concrete squares with a design axial capacity of 110 tons. The Platform's landside edge has a continuous cast-in-place reinforced concrete beam, 3-feet wide by 4 to 4½-feet high, supported by vertical and battered piles. Vertical timber sheeting lines the back (inboard) edge of the Platform perimeter. A pre-cast concrete seawall skirt along the western boundary protects the piles, Platform and bulkhead. The Platform is divided into sections, or 'bays,' which span between each pile bent. The Platform runs the entire water-side perimeter of Battery Park City and is approximately 7,500 linear feet in length.

Beginning in 2007, BPCA established a multi-year program (the "Program") of inspection, maintenance, repair and encapsulation of the concrete piles that support the platform. The first five (5) phases treated a total of 1,659 piles in various locations along the Esplanade. This Project will address the following three (3) locations in Battery Park City:

- (1) The Esplanade north of South cove, Bents 13-43, approximately 258 piles ("Project Area 1");
- (2) The Esplanade in Rockefeller Park, Bents 93-116, approximately 197 piles ("Project Area 2"); and
- (3) The Esplanade next to Stuyvesant High School, Bents 1-28, approximately 106 piles, ("Project Area 3")

Drawings of the three Project Areas and the affected piles are attached hereto as Exhibit F.

SCHEDULE & SEQUENCING PARAMETERS

The Wildlife & Fisheries permits applicable to the Phase 6 Pile Remediation Work allows for in-water work from May 1st through October 31st (the In-Water Work Season"), with the possibility of a thirty (30) day extension to November 30th if certain conditions are met and approval is obtained. Phase 6 Pile Remediation Work must be performed during the 2019 In-Water Work Season.

II. SCOPE OF WORK

The selected Proposer shall provide BPCA with all construction management and diving inspection services necessary for completion of the Project, which shall consist of three (3) discrete construction-related tasks to be designed and performed during the relevant in-water construction seasons (as applicable to Manhattan) in calendar year 2019. Specifically, the Project shall include, but not be limited to, performance of any and all work and service items listed below.

SCOPE OF CONSTRUCTION MANAGEMENT SERVICES

For each Project phase described herein and in Exhibit F, the selected Proposer shall perform the construction management services specified below.

A. General

The selected Proposer shall:

- 1) Provide full construction management services including, but not limited to, management of the Project, and construction inspection services from award of the Contract through the close-out of construction for the Project.
- 2) Be responsible for Project coordination and the review/tracking of the construction contractor's Critical Path Method (CPM) schedule.
- 3) Be responsible for the financial aspects of the Project, including cost estimates and financial reporting for the Project, both of which must be issued to BPCA on a monthly basis along with a Project summary report detailing the prior month's construction progress and identifying any issues or concerns related to the Project.
- 4) Ensure that all work for the Project adheres to all relevant Local, City, State, and Federal laws, codes, regulations and guidelines.
- 5) Work with a design engineer consultant designated by BPCA to modify or adjust plans and specifications, if needed, to ensure the completion of all construction in the allowable time frame. Consideration must be given to all logistics of the Work including but not limited to phasing, weather factors, workforce requirements, multiple staging, etc.
- 6) Collect and review all information pertaining to the areas surrounding the work site and any land-based access points to the work site to become familiar with any existing utilities and/or structures which could interfere with or affect the performance or completion of construction.

B. Pre-Construction

The selected Proposer shall:

- 1) The selected Proposer shall assist BPCA with the bid/proposal procurement inclusive of the solicitation, qualification and reference review, proposal review and comparison, and review and recommendation of contractors.
- 2) Monitor the construction work and assist the construction contractor in efforts to perform the Work with **minimal** to **no disruption** to the finished and adjacent areas (public and private) and minimal to no impact on the community and general public.
- 3) Develop and submit for approval by BPCA construction management procedures for managing the execution of the Project. This shall include, but not be limited to, general and special conditions, Project directory, submittal processing procedures, tracking logs (for all Project costs, submittals, plan & specification changes, change orders, etc.), daily field reports, meeting minutes, change order requests, requisitions, site access procedures, etc. All appropriate construction management procedures and forms shall be made available in

electronic format. BPCA may elect to use alternate procedures or documents, and the selected Proposer may be required to utilize, update, and/or revise such alternate documents and adhere to such alternate procedures.

- 4) Communicate regularly with BPCA through its Director of Infrastructure and meet with BPCA when appropriate, or at BPCA's request, to allow BPCA to ascertain any concerns, limitations, restrictions, parameters or other guidance related to Proposer's performance of the Project and Proposer shall monitor or adjust the Project schedule to address these items.
- 5) Be responsible for working with the design/engineering consultant to BPCA, arranging meetings with various specialty contractors, equipment manufacturers and industry specialists in order to assist in the selection of technically viable solutions, determine the availability of material, justify the schedule, and develop and prepare associated cost estimates.
- 6) Provide cost estimating services, as requested by BPCA, to verify the construction budget, or selected elements thereof.
- 7) Assist BPCA, if requested, with construction contractor's contract negotiations, including review and familiarization with relevant contract terms and provisions, and with the selection of any required specialty contractors.
- 8) Be responsible for monitoring any site access and Work performed during the pre-construction phase and for coordination of site access in accordance with BPCA's guidelines.
- 9) Coordinate with the construction contractor with respect to office and storage space and changing areas for the selected Proposer's diving inspectors. The construction contractor shall be required to provide 2 spaces for the selected Proposer within each of its furnished trailers, which shall be located on float stations or barges within the North and South locations in the river. Furnishings to be supplied by the construction contractor shall include basic office furniture and shall not include computers, printers or other electronic equipment.

C. Construction & Close-out

The selected Proposer shall:

- 1) Provide full-time waterside and underwater inspections. Underwater inspections shall be performed by a diver who is certified as a professional engineer (the "PE Diver"). The PE Diver shall be required to be in the water performing inspections in accordance with the construction schedule for the Project. The underwater inspections shall be coordinated with the construction contractor's schedule. Each pile should be inspected up to 5 times after cleaning, jacketing, installation of grout/concrete material and after the pile is fully complete (i.e. placement of the epoxy top seal that transitions between the repair jacket and the bottom of the pile cap).
- 2) Work with the construction contractor to establish acceptable site logistics and monitor construction activities to check for conformance with approved plans.
- 3) If requested by BPCA, review all construction contractor requisitions for payment for compliance with the terms of the construction contractor's contract, and, if compliant, recommend approval of payment.
- 4) Be responsible for reviewing and tracking the construction contractor's CPM schedule for conformance with planned milestones. If the construction contractor changes the schedule, the selected Proposer shall review the proposed changes, recommend approval of the revised schedule if appropriate and continue to track the new schedule with the selected Proposer's construction inspection staff. The selected Proposer shall be

prepared to review this document in detail at the construction kickoff meeting. The selected Proposer shall perform monthly reviews of the construction contractor's CPM schedule during the construction period.

- 5) Administer a construction kick-off meeting with the Project construction contractor and all Project team members, including preparation and distribution of meeting minutes.
- 6) Schedule and conduct all job progress meetings, including preparation and distribution of meeting minutes. Project meetings shall be weekly.
- 7) Track the disposition of all construction contractor submittals, including general requirements (bonds, insurance, etc.), schedule, procedures, materials, shop drawings, subcontractor and supplier qualification submittals in accordance with the specifications for the Project. A weekly submittal tracking report shall be submitted to BPCA. The construction progress shall be tracked weekly with an updated printed display of completed pile activity at each Project meeting.
- 8) Review and approve the construction contractor's trade payment breakdown and certified payroll reports.
- 9) Review and monitor the work of the construction contractor in accordance with the plans and specifications to ensure the work is completed in accordance with the Project's parameters of cost, schedule and quality.
- 10) Review and monitor the construction progress and schedule. Daily reporting responsibilities shall include but not be limited to daily logs of contractor hours on-site, weather, contractor man-power, deliveries, disposals, Work completed, special occurrences, photo documentation of the Work, pre-construction conditions, job progress, contractor equipment, material testing and Work completed. These logs shall be retained on-site and be readily available to BPCA.
- 11) Submit daily Project Management reports and monthly executive summary reports to BPCA via email to BPCA's Director of Infrastructure. Such reports shall include a brief narrative of the Work status, outstanding issues, status reports, tracking reports, Project financial status and schedule.
- 12) Review all requests for change orders, perform cost estimates when requested, negotiate terms of change orders with the construction contractor, and provide recommendations for acceptance or rejection to BPCA.
- 13) Determine substantial completion of the Work and coordinate a punch list inspection.
- 14) Conduct final inspections and approval of the Work and issue Work acceptance certificates.
- 15) Be responsible for monitoring and facilitating Project completion within the time specified in Section III(B) of this RFP.
- 16) Provide Project close out services, including the submission of all Project records, inspection reports and a final Project summary report to BPCA at Project completion.

EXHIBIT B

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

NEW YORK STATE LAW

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

Business Participation Opportunities for MWBEs

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

- Overall goal for total MWBE participation: 30%**
- NYS-Certified Minority-Owned Business (“MBE”) Participation: 15%**
- NYS-Certified Women-Owned Business (“WBE”) Participation: 15%**

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

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

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

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

By submitting a bid or proposal, a Proposer agrees to demonstrate its good faith efforts to achieve the applicable MWBE participation goals by submitting evidence thereof through the New York State Contract System (“NYSCS”), which can be viewed at <https://ny.newnycontracts.com>, provided, however, that a Proposer may arrange to provide such evidence via a non-electronic method by contacting Mr. Anthony Peterson at Anthony.peterson@bpca.ny.gov

or 212-417-2337. Please note that the NYSCS is a one-stop solution for all of your MBE/WBE and Article 15-A contract requirements. For additional information on the use of the NYSCS to meet the Proposer's MBE/WBE requirements, please see the attached MBE/WBE guidance from the New York State Division of Minority and Women's Business Development, "Your MWBE Utilization and Reporting Responsibilities Under Article 15-A."

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

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

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

The successful Proposer will be required to submit a quarterly M/WBE Contractor Compliance & Payment Report to BPCA, by the 10th day following each end of quarter over the term of the Contract documenting the progress made toward achievement of the MWBE goals of the Contract.

Business Participation Opportunities for SDVOBs

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

In accordance with 9 NYCRR §252.2(s), the Proposer acknowledges that if it is found to have willfully and intentionally failed to comply with the SDVOB participation goals set forth in the Contract, such finding constitutes a breach of Contract and Contractor shall be liable for damages as specified in the Contract.

Such damages shall be calculated based on the actual cost incurred by BPCA related to BPCA's expenses for personnel, supplies and overhead related to establishing, monitoring and reviewing certified SDVOB programmatic goals.

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

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

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

Equal Employment Opportunity Requirements

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

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

If awarded a Contract, Proposer shall submit a Workforce Utilization Report and shall require each of its Subcontractors to submit a Workforce Utilization Report, in such format as shall be required by BPCA on a monthly basis during the term of the Contract.

Pursuant to Executive Order #162, contractors and subcontractors will also be required to report the gross wages paid to each of their employees for the work performed by such employees on the contract utilizing the Workforce Utilization Report on a quarterly basis.

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

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

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

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

GETTING STARTED

To access the system, please login or create a user name and password at <https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp?TN=ny&XID=7562>. If you are uncertain whether you already have an account set up or still need to register, please send an email to the customer service contact listed on the Contact Us & Support page, or reach out to Mr. Anthony Peterson at Anthony.peterson@bpca.ny.gov or 212-417-2337. For verification, in the email, include your business name and contact information.

VENDOR RESPONSIBILITIES

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

There are several reference materials available to assist you in this process, but to access them, you need to first be registered within the NYSCS. Once you log onto the website, click on the **Help & Support** >> link on the lower left hand corner of the Menu Bar to find recorded trainings and manuals on all features of the NYSCS. You may also click on the **Help & Tools** icon at the top right of your screen to find videos tailored to primes and subcontractors. There are also opportunities available to join live trainings, read up on the “Knowledge Base” through the Forum link, and submit feedback to help improve future enhancements to the system. Technical assistance is always available through the **Contact Us & Support** link on the NYSCS website (<https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp?TN=ny&XID=7562>).

For more information, contact Mr. Anthony Peterson at Anthony.peterson@bpca.ny.gov or 212-417-2337.

MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES

EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT

MBE/WBE AND EEO POLICY STATEMENT

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

<p>MBE/WBE This organization will and will cause its contractors and subcontractors to take good faith actions to achieve the MBE/WBE contract participations goals set by the State for that area in which the State-funded project is located, by taking the following steps:</p> <ol style="list-style-type: none">(1) Actively and affirmatively soliciting bids for contracts and subcontracts from qualified State certified MBEs or WBEs, including solicitations to MBE/WBE contractor associations.(2) Requesting a list of State-certified MBEs/WBEs from BPCA and soliciting bids from these MBEs/WBEs directly.(3) Ensuring that plans, specifications, request for proposals and other documents used to secure bids will be made available in sufficient time for review by prospective MBEs/WBEs.(4) Where feasible, dividing the work into smaller portions to enhance participations by MBEs/WBEs and encourage the formation of joint venture and other partnerships among MBE/WBE contractors to enhance their participation.(5) Documenting and maintaining records of bid solicitation, including those to MBEs/WBEs and the results thereof. The Contractor will also maintain records of actions that its subcontractors have taken toward meeting MBE/WBE contract participation goals.(6) Ensuring that progress payments to MBEs/WBEs are made on a timely basis so that undue financial hardship is avoided, and that bonding and other credit requirements are waived or appropriate alternatives are developed to encourage MBE/WBE participation.	<p>EEO (a) This organization will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing diversity programs to ensure that minority group members are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts.</p> <ol style="list-style-type: none">(b) This organization shall state in all solicitation or advertisements for employees that in the performance of the State contract all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex disability or marital status.(c) At the request of BPCA, this organization shall request that each employment agency, labor union, or authorized representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of this organization’s obligations herein.(d) The Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. The Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.(e) This organization will include the provisions of sections (a) through (d) of this agreement in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the State contract.
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Agreed to this _____ day of _____, 20____

By _____

Print: _____ Title: _____

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

MBE/WBE Contract Goals

30% Minority and Women's Business Enterprise Participation

____% Minority Business Enterprise Participation

____% Women's Business Enterprise Participation

EEO Contract Goals (if applicable)

____% Minority Labor Force Participation

____% Female Labor Force Participation

(Authorized Representative)

Title: _____

Date: _____

Diversity Practices Questionnaire

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

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

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

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

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

4. Does your Company provide technical training² to MBEs/WBEs? Yes or No

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

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

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

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

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

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

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

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

If Yes, complete the attached Utilization Plan.

¹ Do not include onsite project overhead.

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

Battery Park City Authority Request For Proposals

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

Signature of
Owner/Official
Printed Name of
Signatory
Title

Name of Business

Address

City, State, Zip

STATE OF _____

COUNTY OF _____) ss:

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

Notary Public

EXHIBIT C

BPCA Sample Form of Contract

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.

EXHIBIT D

COST PROPOSAL

(Proposer to submit executed Cost Proposal on its letterhead)

Date:

Battery Park City Authority
200 Liberty Street - 24th Floor
New York, New York 10281

Attention: Mr. Michael LaMancusa, Contract Administrator

Dear Mr. LaMancusa:

The undersigned (the "Proposer") hereby proposes to provide all work necessary to perform the **Phase 6 Pile Remediation – Construction Management & Diving Inspection Services Project**. The Proposer agrees to commence the Work immediately upon execution of the Contract, in accordance with its terms, and complete the Project for the not-to-exceed sum written below.

A. Cost Proposal

A total not-to-exceed amount of \$_____ (_____ Dollars and _____ Cents) to perform all work described in and associated with Exhibit A ("Scope of Work") of the RFP.

B. Itemized Proposal and Labor Rates

Enclosed with its Cost Proposal, Proposer has submitted a completed Form of Technical Salaries, showing labor rates for all titles, positions and areas of specialty which include all costs except overhead and profit. Prices shown include base hourly rates, overtime rates, insurance and benefits.

Proposer:

By: _____

Title: _____

EXHIBIT E

FORM OF TECHNICAL SALARY RATES

NAME	Title/Function	LOADED RATE Day / Hr (including Profit &Multiplier)	# OF DAYS / Hrs	TOTAL

TOTAL FEES \$ _____

Project multiplier = _____

Proposer: _____ <Name of Company>

By: _____ <Printed Name of Executing Officer>

Title:

Signature: _____ Date _____

The rates listed above represent contract unit rates for the personnel as listed within the assigned categories. Invoicing will be based on actual hours worked multiplied by the unit rate. The unit rate is the actual salary times an auditable multiplier as indicated. The auditable multiplier shall be limited to the direct payroll burden itemized below, overhead (allowances as defined in list below) and a reasonable profit percentage as indicated.

Itemization of Direct Payroll Burden

- | | | |
|--------------------------------------|---|--|
| 1. F.I.C.A | 10. Vacation time attributable to the Project | 17. Tuition and Seminar Reimbursement |
| 2. Federal Unemployment Insurance | 11. Major Medical Insurance | 18. Company Training Program |
| 3. State Unemployment Insurance | 12. Pension and Profit Sharing Plan | 19. Employee Bonuses- non-principals and non- shareholders |
| 4. Worker's Compensation | 13. 401K Program (company contribution) | 20. Travel and Meal Allowances – overtime work only |
| 5. Life Insurance | 14. Medicare | 21. Premium for Staff Overtime-support or clerical work |
| 6. Accidental death and Disbursement | 15. Long Term Disability Insurance | 22. Sick Time and Personal Days |
| 7. NYS Disability Insurance | 16. Company Automobile Expenses | |
| 8. PL and PD Insurance | | |
| 9. Group Hospitalization | | |

EXHIBIT F

Drawings

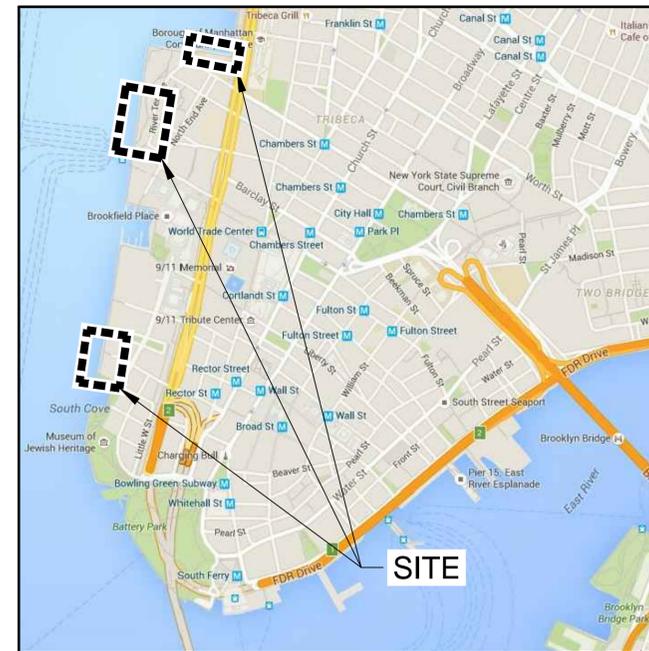
BATTERY PARK CITY AUTHORITY PHASE VI PILE REMEDIATION ESPLANADE PLAZA, ROCKEFELLER PARK ESPLANADE AND NORTH ESPLANADE

BATTERY PARK CITY ESPLANADE
NEW YORK, NEW YORK
SEPTEMBER 2018



LOCATION PLAN

INDEX TO DRAWINGS		
INDEX NO.	SHEET NO.	SHEET TITLE
1	G-001	TITLE SHEET
2	G-002	BLOCK AND LOT DIAGRAM
3	G-003	FEMA MAPS
4	G-004	GENERAL NOTES
STRUCTURAL		
5	S-101	FACILITY PLAN - ELEVATIONS AND LOCATION KEY
6	S-102	FACILITY PLAN - ELEVATIONS AND LOCATION KEY
7	S-103	FACILITY PLAN - ELEVATIONS AND LOCATION KEY
8	S-501	REPAIR DETAILS
9	S-502	REPAIR DETAILS
10	S-601	PILE REPAIR SCHEDULE - SHEET 1 OF 5
10	S-602	PILE REPAIR SCHEDULE - SHEET 2 OF 5
12	S-603	PILE REPAIR SCHEDULE - SHEET 3 OF 5
13	S-604	PILE REPAIR SCHEDULE - SHEET 4 OF 5
14	S-605	PILE REPAIR SCHEDULE - SHEET 5 OF 5



VICINITY PLAN



OWNER/CLIENT Battery Park City Authority	
PRIME CONSULTANT 529 FIFTH AVENUE, 14TH FLOOR NEW YORK, NY 10017 (212) 768-7454	
NO. REVISION APP'D DATE	
KEY PLAN 	
PROJECT BATTERY PARK CITY AUTHORITY PHASE VI PILE REMEDIATION ESPLANADE PLAZA, ROCKEFELLER PARK ESPLANADE AND NORTH ESPLANADE	
DRAWING TITLE TITLE SHEET	
DOB IDENTIFICATION NUMBER --	
SEAL & SIGNATURE 	DATE: SEPTEMBER 2018 PROJECT NO. 9328 DRAWN BY BF CHECKED BY JS DRAWING NO. G-001 SHEET NO. 1 of 14
DOB APPROVAL STAMP	

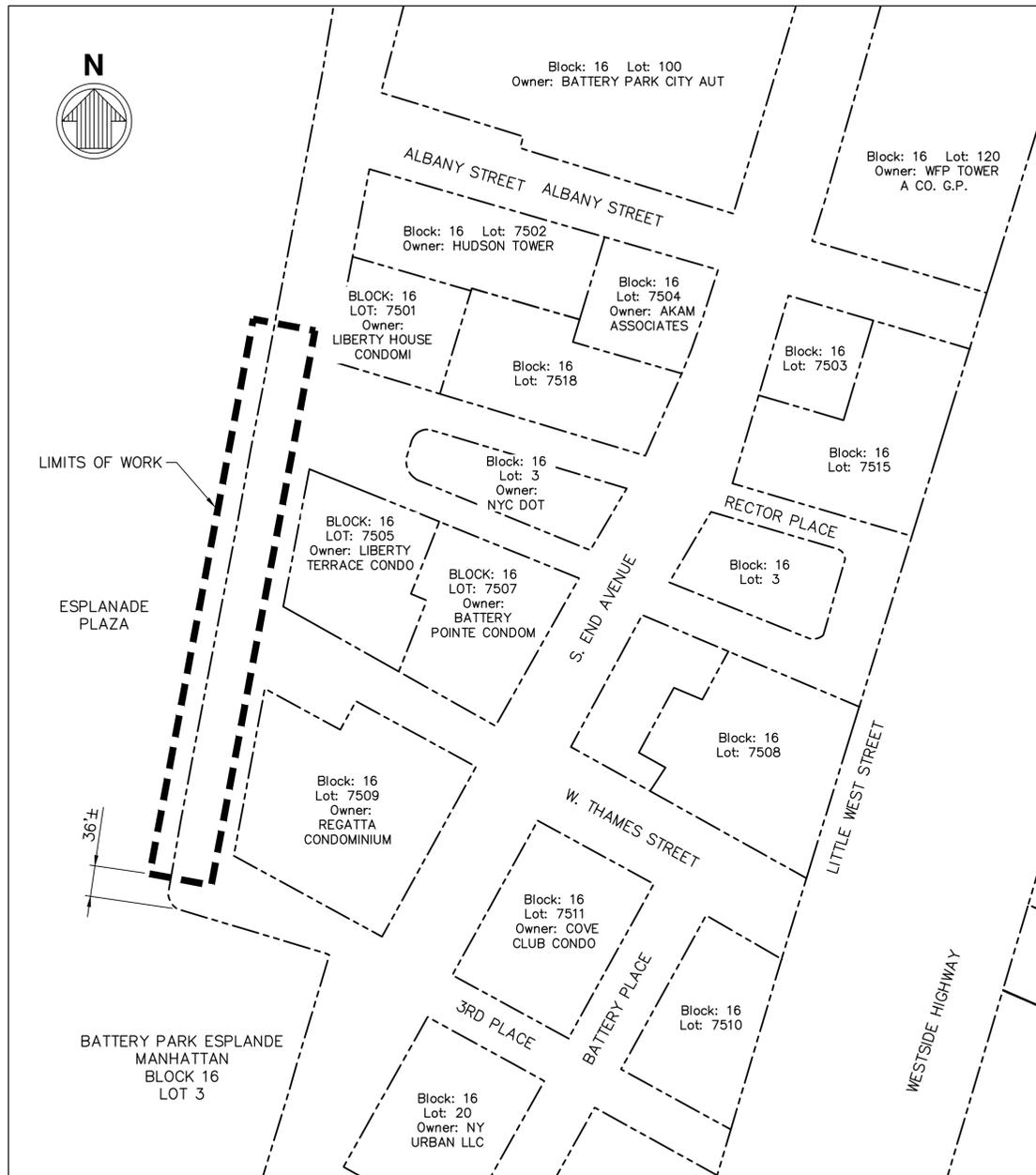
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2

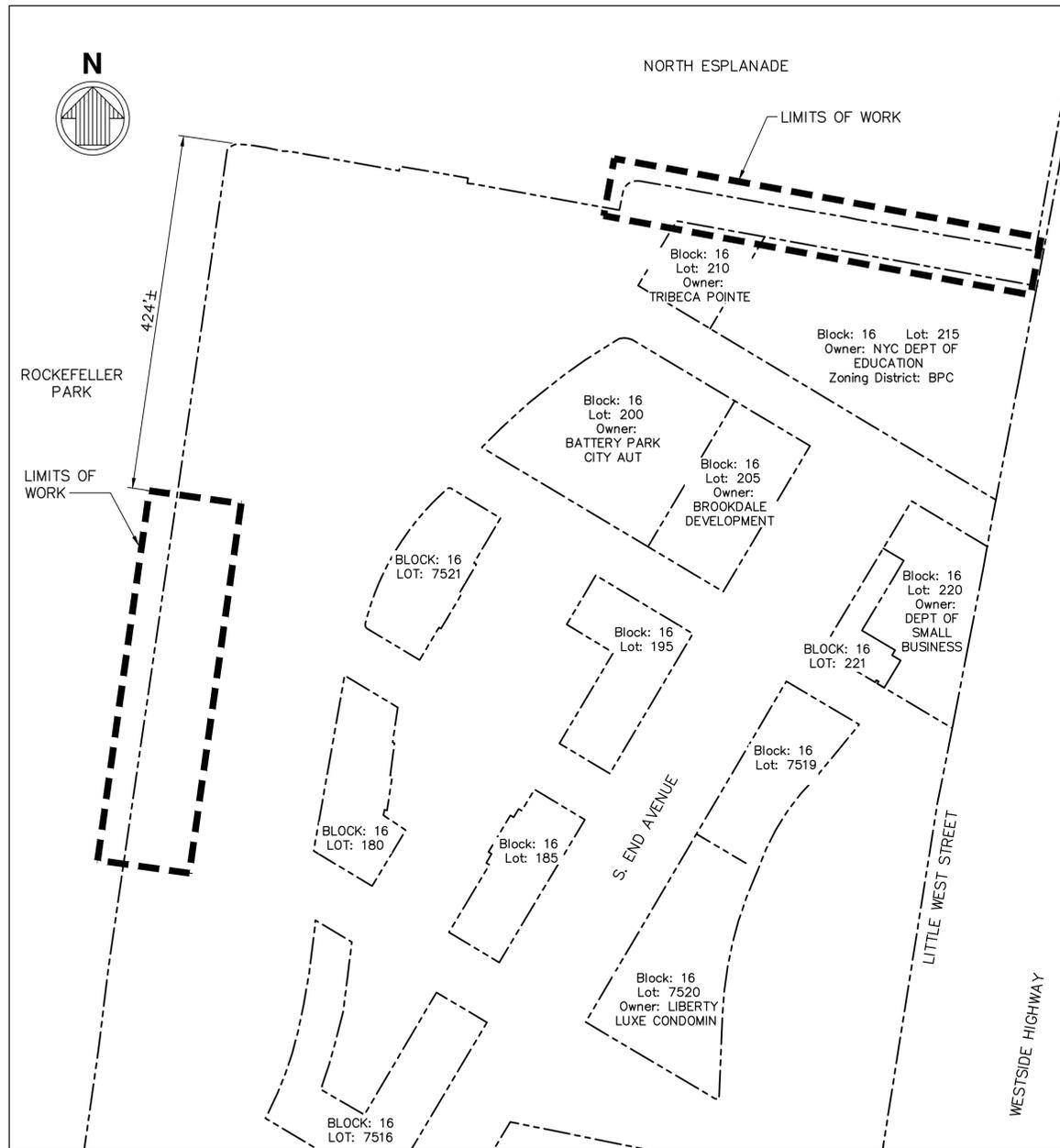
3

4

5



BLOCK AND LOT DIAGRAM: ESPLANADE PLAZA
NOT TO SCALE



BLOCK AND LOT DIAGRAM: ROCKEFELLER PARK ESPLANADE & NORTH ESPLANADE
NOT TO SCALE

OWNER: BATTERY PARK CITY AUTHORITY
ZONING DISTRICT: BPC

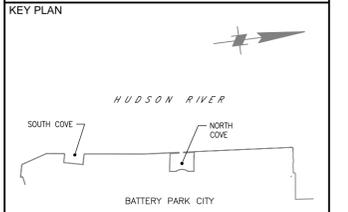
OWNER/CLIENT

Battery Park City Authority

PRIME CONSULTANT

m&n engineering, p.c.
529 FIFTH AVENUE, 14TH FLOOR
NEW YORK, NY 10017
(212) 768-7454

NO.	REVISION	APP'D	DATE



PROJECT
**BATTERY PARK CITY AUTHORITY PHASE VI
PILE REMEDIATION ESPLANADE PLAZA,
ROCKEFELLER PARK ESPLANADE AND
NORTH ESPLANADE**

DRAWING TITLE
BLOCK AND LOT DIAGRAM

DOB IDENTIFICATION NUMBER
--

SEAL & SIGNATURE 	DATE: SEPTEMBER 2018
	PROJECT NO. 9328
	DRAWN BY BF
	CHECKED BY JS
	DRAWING NO. G-002
PE NYS LIC # BSCAN	SHEET NO. 2 of 14

DOB APPROVAL STAMP

1

2

3

4

5

GENERAL NOTES

1. ALL WORK SHALL CONFORM TO THE REQUIREMENTS OF THE CONTRACT DRAWINGS AND SPECIFICATIONS. IN CASE OF DISCREPANCIES, THE CONTRACT DRAWINGS SHALL GOVERN.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PERFORMANCE OF ALL WORK ON THE CONTRACT DOCUMENTS, INCLUDING DEMOLITION AND REMOVAL AND INSTALLATION OF ALL WORK MATERIALS IN FULL COMPLIANCE WITH CODES, RULES AND REGULATIONS GOVERNING SAID WORK.
3. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR ALL MEANS AND METHODS OF THE WORK AND FOR THE SAFETY OF THE SITE.
4. CONTRACTOR SHALL VERIFY ALL INDICATED CONDITIONS AND DIMENSIONS IN THE FIELD BEFORE COMMENCING ANY FABRICATION, ORDERING OF MATERIAL, OR PERFORMING ANY WORK. CONTRACTOR SHALL NOTIFY THE OWNER'S REPRESENTATIVE, IN WRITING, OF ANY DISCREPANCIES IN CONDITIONS AND/OR DIMENSIONS FOUND IN THE FIELD AND IN THE CONTRACT DOCUMENTS. CONTRACTOR SHALL ALSO NOTIFY THE OWNER'S REPRESENTATIVE OF ANY CONDITIONS THAT MAY HAMPER THE PERFORMANCE OF THE WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.
5. THROUGHOUT THE CONTRACT DRAWINGS, SPECIFICATIONS AND THESE GENERAL NOTES THE TERM "OWNER" IS USED. THIS TERM REFERENCES THE BATTERY PARK CITY AUTHORITY (BPCA).
6. UPON COMPLETION OF WORK, THE CONTRACTOR SHALL REMOVE ALL DEBRIS, EQUIPMENT AND UNUSED MATERIAL FROM THE SITE.
7. ALL DEMOLISHED MATERIAL, EXCEPT ITEMS DIRECTED BY THE OWNER TO BE SALVAGED, SHALL BE REMOVED FROM THE SITE AND DISPOSED OF IN ACCORDANCE WITH ALL FEDERAL, STATE AND LOCAL REQUIREMENTS.
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE CONSTRUCTION SITE AND THE AREAS OF WORK WHILE PERFORMING THE WORK UNDER THIS CONTRACT. CONSTRUCTION DEBRIS SHALL BE REMOVED FROM THE CONSTRUCTION SITE ON A DAILY BASIS. NO BURNING OF DEBRIS SHALL BE PERMITTED.
9. DURING ALL PHASES OF THE WORK, ALL PRECAUTIONS SHALL BE TAKEN AS NECESSARY OR MAY BE REQUIRED TO PERMANENTLY PREVENT CONTAMINATED WATER, GASOLINE, CONSTRUCTION DEBRIS AND ANY OTHER CONTAMINANT FROM ENTERING THE WATERWAY. THIS INCLUDES MATERIAL BEING PUMPED INTO PILE FORMS.
10. CONTRACTOR SHALL INSTALL A FLOATING BOOM AND TURBIDITY CURTAIN DURING ALL PHASES OF MARINE CONSTRUCTION.
11. DISPOSAL OF HAZARDOUS OR CONTAMINATED MATERIALS, GROUNDWATER OR SOIL ENCOUNTERED SHALL BE IN ACCORDANCE WITH ALL FEDERAL, STATE AND LOCAL REQUIREMENTS.
12. CONTRACTOR SHALL EXERCISE CARE TO PREVENT DAMAGE TO ANY MATERIALS OR STRUCTURES THAT ARE TO REMAIN IN PLACE. THE CONTRACTOR SHALL REPAIR ANY DAMAGE TO THESE MATERIALS AT NO ADDITIONAL COST TO THE OWNER. THE RESTORATION WORK SHALL BE APPROVED BY THE OWNER'S REPRESENTATIVE.
13. ALL AREAS OUTSIDE OF THE "LIMITS OF WORK" SHOWN ON THE CONTRACT DRAWINGS, WHICH ARE DAMAGED BY THE WORK, SHALL BE RESTORED TO THEIR ORIGINAL CONDITION AT NO ADDITIONAL COST TO THE OWNER. THE RESTORATION WORK SHALL BE APPROVED BY THE OWNER'S REPRESENTATIVE.
14. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH ALL APPLICABLE FEDERAL, STATE AND LOCAL REQUIREMENTS.
15. THE CONTRACTOR SHALL SCHEDULE AND COORDINATE ALL WORK AND DELIVERIES OF CONSTRUCTION MATERIALS ON SITE WITH THE CONSTRUCTION MANAGER. THERE IS LIMITED ACCESS TO THE SITE DUE TO TRAFFIC BARRIERS, TREES, PLANTS, SHRUBS, BENCHES, TRASH CANS, ETC. ALL EGRESS AND EXITS TO AND FROM THE PIER AND CONSTRUCTION SITE SHALL BE KEPT READILY ACCESSIBLE AND CLEAR AT ALL TIMES. CONSTRUCTION EQUIPMENT WILL NOT BE PERMITTED TO OBSTRUCT ROADWAYS AND OR PASSAGEWAYS.
16. THE CONTRACTOR SHALL PREPARE, LAYOUT AND INSTALL WORK IN SUCH A MANNER AS NOT TO DELAY OR INTERFERE WITH THE CARRYING FORWARD OF THE WORK UNDER THIS CONTRACT AND/OR ANY OTHER WORK BEING PERFORMED ON THE SITE. CONTRACTOR SHALL SUBMIT A LOGISTICS PLAN THAT DEMONSTRATES HOW THE PROJECT WILL BE STAGED AND WORK PERFORMED. THIS PLAN SHALL INCLUDE POSITIONING OF EQUIPMENT DURING ALL PHASES OF WORK. THIS PLAN SHALL BE SUBMITTED BY THE CONTRACTOR FOR REVIEW BY THE OWNER'S REPRESENTATIVE. NO WORK ON THIS SITE SHALL BE PERMITTING TO COMMENCE PRIOR TO THE REVIEW OF THIS DOCUMENT.
17. CONTRACTOR SHALL SEEK APPROVAL OF OWNER'S REPRESENTATIVE PRIOR TO MOVING AND/OR STORING ANY CONSTRUCTION MATERIALS ON THE SITE. IN ADDITION, THE CONTRACTOR SHALL SUBMIT TO THE OWNER'S REPRESENTATIVE FOR REVIEW THE GROSS VEHICLE WEIGHT AND AXLE ALIGNMENT OF ANY HEAVY MACHINERY THAT WILL BE DRIVEN ON THE SITE. NO HEAVY CONSTRUCTION MACHINERY WILL BE PERMITTED ON PIER UNTIL THIS REVIEW HAS BEEN COMPLETED.
18. THE CONTRACTOR ASSUMES ALL RESPONSIBILITY FOR HIS USE OF THE PHASE 6 SITE.
19. CONTRACTOR SHALL ALLOW AND MAKE ANY NECESSARY ACCOMMODATIONS FOR THE INSPECTION OF WORK BY OWNER'S REPRESENTATIVE AT ANY TIME DURING THE INSTALLATION OF WORK GOVERNED BY THE CONTRACT DOCUMENTS.

GENERAL NOTES CONT'D

20. UNLESS NOTED OTHERWISE ON THE CONTRACT DRAWINGS OR IN THE CONTRACT OR SPECIFICATIONS, ALL LABOR, EQUIPMENT, MATERIALS, ETC. SHALL BE INCLUDED IN THE CONTRACTOR'S LUMP SUM PRICE TO COMPLETE THE WORK. ADDITIONAL UNIT PRICES MAY ALSO BE REQUESTED IN THE BID DOCUMENTS.
21. THE LOCATIONS OF EXISTING CONCRETE PILES AND OTHER STRUCTURAL ELEMENTS SHOWN ON THE CONTRACT DRAWINGS ARE BASED ON AVAILABLE INFORMATION AND ARE SCHEMATIC. CONTRACTOR'S BID SHOULD TAKE THIS INTO CONSIDERATION AND SHOULD BE BASED ON FIELD VERIFICATION OF EXISTING CONDITIONS.
22. CONCRETE PILES MAY NOT BE PERFECTLY PLUMB IN THEIR EXISTING CONDITION. CONTRACTOR SHALL TAKE THIS CONDITION INTO ACCOUNT IN THE BASE BID FOR THIS WORK.
23. THE CONTRACTOR SHALL PROVIDE AN OFFICE TRAILER FOR THE CONSTRUCTION MANAGEMENT AND/OR INSPECTION TEAM ON THE BARGES, ONE IN THE NORTH AND ONE IN THE SOUTH

PERMITTING

1. ALL WORK PERFORMED BY THE CONTRACTOR SHALL BE IN COMPLIANCE WITH PERMITS AND PERMIT MODIFICATIONS ISSUED BY ANY REGULATING AGENCY HAVING JURISDICTION OVER THE WORK INCLUDING BUT NOT LIMITED TO UNITED STATES ARMY CORPS OF ENGINEERS (USACOE), NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION (NYSDEC), AND THE NEW YORK CITY DEPARTMENT OF SMALL BUSINESS SERVICES (SBS).
2. THE CONTRACTOR SHALL PERFORM NO WORK ON THE SITE WITHOUT WRITTEN APPROVALS FROM THE USACOE, NYDEC AND THE NY SBS AND ALL OTHER APPLICABLE AGENCIES HAVING JURISDICTION OVER THE SITE.
3. CONTRACTOR IS REQUIRED TO OBTAIN THE REQUIRED WORK PERMITS VIA THE SBS. THE CONTRACTOR'S SUBMISSION SHALL INCLUDE THE SEQUENCE OF OPERATIONS AND THE MEANS AND METHODS TO BE USED FOR THE PROPOSED WORK. FEES ASSOCIATED WITH THESE PERMITS ARE THE RESPONSIBILITY OF THE CONTRACTOR.
4. THE PROPOSED REPAIR IS NOT OF A SUBSTANTIALLY DAMAGED EXISTING STRUCTURE NOR IS THE WORK A SUBSTANTIAL IMPROVEMENT OF AN EXISTING STRUCTURE AND IS THEREFORE NOT SUBJECT TO THE REQUIREMENTS OF TITLE 28 APPENDIX G OR ASCE 24-05.
5. THE PROPOSED WORK DOES NOT AFFECT THE STRUCTURAL STABILITY OF THE ESPLANADE.
6. SUBSURFACE INVESTIGATION IS NOT REQUIRED FOR PROPOSED REPAIR.

EPOXY MORTAR AND CEMENTITIOUS GROUT ENCASEMENTS

1. CONTRACTOR SHALL SUBMIT ALL PROPOSED MATERIALS FOR THE ENCASEMENTS FOR APPROVAL PRIOR TO STARTING THE WORK.
2. CONTRACTOR SHALL CLEAN AND PREPARE ALL SURFACES TO BE ENCASED IN CONCRETE IN ACCORDANCE WITH THE SPECIFICATIONS AND AS APPROVED BY THE OWNER'S REPRESENTATIVE.
3. THE EPOXY MORTAR FOR THE ENCASEMENTS SHALL BE PLACED INSIDE THE FORMWORK WITHIN 72 HOURS OF THE CLEANING OF THE PILE, UNLESS OTHERWISE APPROVED BY THE OWNER'S REPRESENTATIVE. JUST PRIOR TO PLACEMENT OF THE CONCRETE, THE EXISTING PILE AND ENCASEMENT SHALL UNDERGO A FINAL CLEANING TO REMOVE ANY MARINE GROWTH OR DEBRIS THAT MAY HAVE ENTERED THE FORMWORK AFTER THE INITIAL CLEANING AND SHALL BE THOROUGHLY RINSED WITH FRESH WATER.
4. NO CONSTRUCTION OR EXPANSION JOINTS SHALL BE PERMITTED OTHER THAN BOTTOM PLUGS DESCRIBED IN THE PROJECT SCHEDULE SECTION OF THIS SHEET. EACH ENCASEMENT SHALL BE PLACED IN A CONTINUOUS MANNER FROM START TO FINISH. HORIZONTAL CONSTRUCTION JOINTS ARE PROHIBITED.
5. INSTALLED WORK FOUND TO HAVE VOIDS, NON-EVENLY DISTRIBUTED MATERIAL WILL BE REJECTED. REJECTED WORK SHALL BE REMOVED BY THE CONTRACTOR AND REPLACED WITH THE REPAIR SHOWN ON THE REPAIR SCHEDULE AS DIRECTED BY THE OWNER'S REPRESENTATIVE AT NO ADDITIONAL COST TO THE OWNER.

MATERIALS

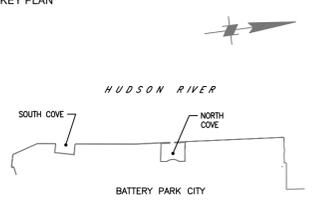
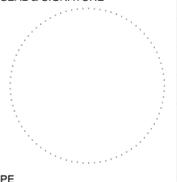
1. EPOXY MORTAR/CEMENTITIOUS GROUT
 - A. EPOXY MORTAR GROUT SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH (F'c) OF 6000 PSI.
 - B. EPOXY MORTAR AND FORMWORK SHALL BE SUITABLE FOR PLACEMENT IN THE MARINE ENVIRONMENT (FULL IMMERSION IN SALT WATER) VIA PUMPING, AND SHALL BE MANUFACTURED BY ONE OF THE FOLLOWING COMPANIES OR AN APPROVED SUBSTITUTION:
 - a. BASF BUILDING SYSTEMS OF SHAKOPEE, MN
 - b. FIVE STAR PRODUCTS OF SHELTON, CT
 - c. SIKA CORPORATION OF LYNDHURST, NJ
 - d. SIMPSON STRONG TIE OF PLEASANTON, CA
 - e. DENSO NORTH AMERICA OF HOUSTON, TX
2. CEMENTITIOUS HAND PACK SHALL BE SPEEDCRETE BLUE LINE MANUFACTURED BY EUCLID CHEMICAL OF CLEVELAND, OH OR APPROVED EQUAL.
3. FORMWORK SHALL BE A MINIMUM OF 1/8TH INCH THICK TRANSLUCENT RIGID FIBERGLASS REINFORCED PLASTIC (FRP). FORMS SHALL HAVE SUFFICIENT STRENGTH TO WITHSTAND THE PRESSURE RESULTING FROM ALL ENVIRONMENTAL FORCES PRIOR TO THE PLACEMENT OF CONCRETE AS WELL AS FORCES EXERTED DURING THE PLACEMENT OF CONCRETE AND SHALL HAVE SUFFICIENT RIGIDITY TO MAINTAIN SPECIFIED TOLERANCES.

PROJECT DATUM

1. VERTICAL DATUM FOR THIS PROJECT IS NAVD88. ALL ELEVATIONS SHOWN ON DRAWINGS ARE IN THIS DATUM SYSTEM.
2. MBD REFERENCES THE MANHATTAN BOROUGH DATUM.

DATUMS (FT)	MLLW	NAVD88	MBD
HIGHEST OBSERVED WATER LEVEL (10/30/2012)	14.04	11.26	9.61
MEAN HIGHER HIGH WATER (MHHW)	5.05	2.28	0.63
MEAN HIGH WATER (MHW)	4.73	1.96	0.31
BOROUGH PRESIDENT OF MANHATTAN (MBD)	4.43	1.65	0.00
NAVD88	2.77	0.00	-1.65
MEAN SEA LEVEL (MSL)	2.57	-0.21	-1.86
MEAN TIDE LEVEL (MTL)	2.47	-0.31	-1.96
MEAN LOW WATER (MLW)	0.21	-2.57	-4.22
MEAN LOWER LOW WATER (MLLW)	0.00	-2.77	-4.43
LOWEST OBSERVED WATER LEVEL (2/2/1976)	-4.29	-7.06	-8.71

3. NOAA STATION ID 8518750 (THE BATTERY) WAS UTILIZED IN DATUM CONVERSION CALCULATIONS.

OWNER/CLIENT	
	
PRIME CONSULTANT	
	
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NO.	
REVISION	
APP'D	
DATE	
KEY PLAN	
	
PROJECT	
BATTERY PARK CITY AUTHORITY PHASE VI PILE REMEDIATION ESPLANADE PLAZA, ROCKEFELLER PARK ESPLANADE AND NORTH ESPLANADE	
DRAWING TITLE	
<h2 style="margin: 0;">GENERAL NOTES</h2>	
DOB IDENTIFICATION NUMBER	
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SEAL & SIGNATURE	DATE: SEPTEMBER 2018
	PROJECT NO. 9328
	DRAWN BY BF
	CHECKED BY JS
	DRAWING NO. G-004
PE NYS LIC # BSCAN	SHEET NO. 4 of 14
DOB APPROVAL STAMP	
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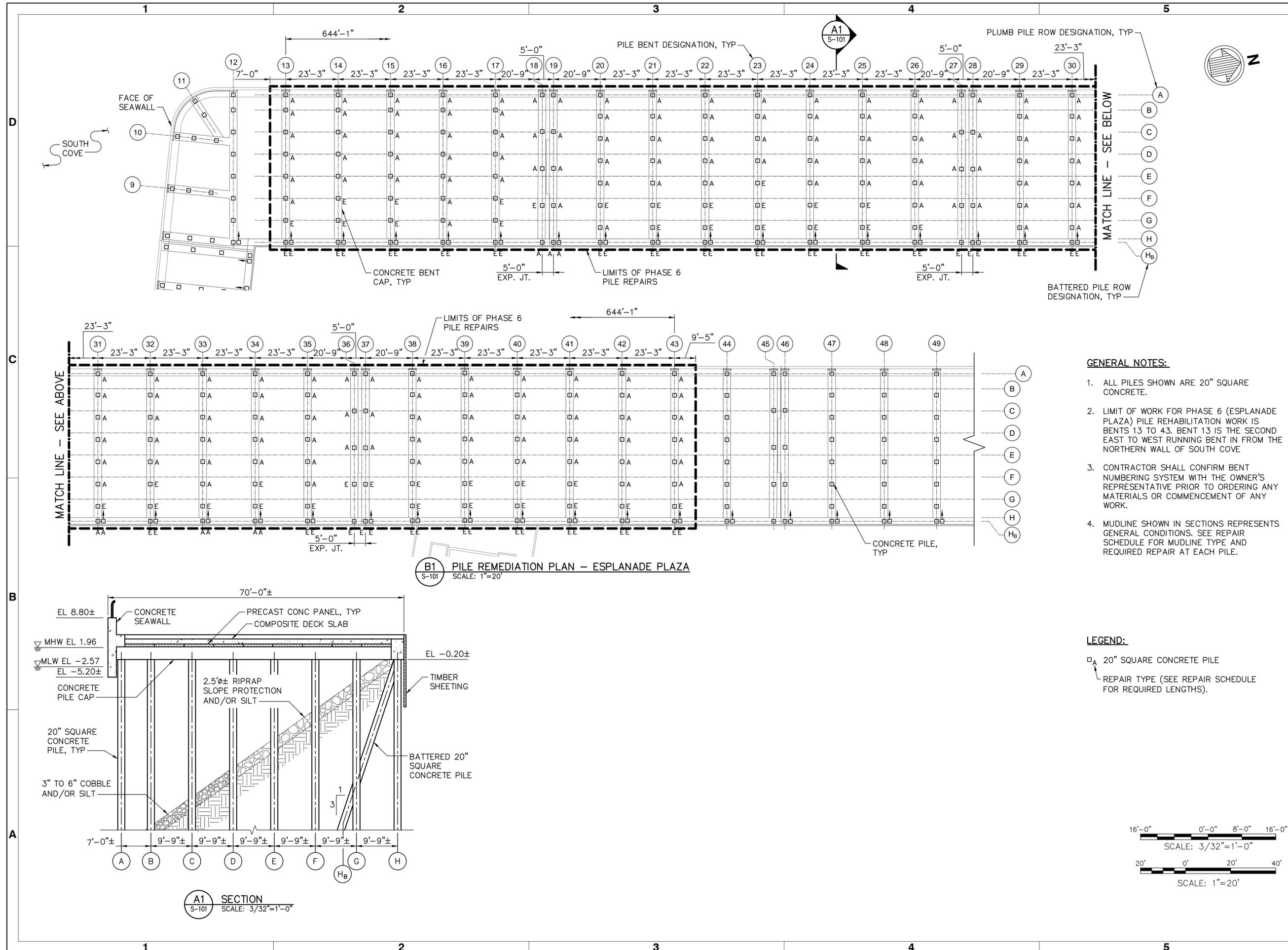
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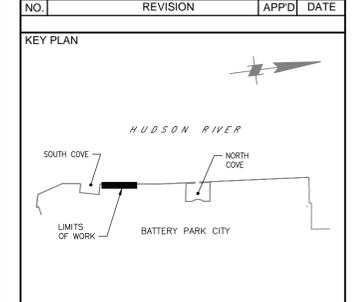
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NO.	REVISION	APP'D	DATE



PROJECT
BATTERY PARK CITY AUTHORITY PHASE VI PILE REMEDIATION ESPLANADE PLAZA, ROCKEFELLER PARK ESPLANADE AND NORTH ESPLANADE

DRAWING TITLE
FACILITY PLAN - ELEVATIONS AND LOCATION KEY

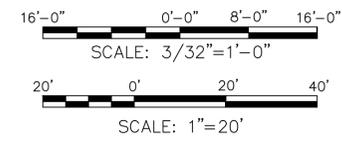
DOB IDENTIFICATION NUMBER
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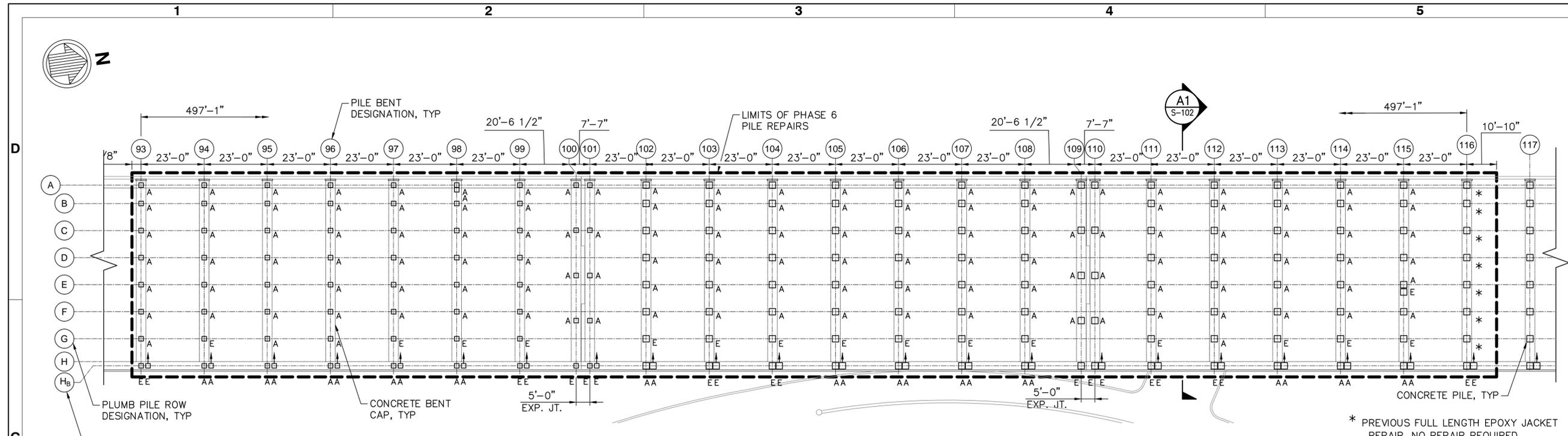
SEAL & SIGNATURE	DATE: SEPTEMBER 2018
	PROJECT NO. 9328
	DRAWN BY BF
	CHECKED BY JS
	DRAWING NO. S-101
PE NYS LIC # BSCAN	SHEET NO. 5 of 14

DOB APPROVAL STAMP

- GENERAL NOTES:**
- ALL PILES SHOWN ARE 20" SQUARE CONCRETE.
 - LIMIT OF WORK FOR PHASE 6 (ESPLANADE PLAZA) PILE REHABILITATION WORK IS BENTS 13 TO 43. BENT 13 IS THE SECOND EAST TO WEST RUNNING BENT IN FROM THE NORTHERN WALL OF SOUTH COVE
 - CONTRACTOR SHALL CONFIRM BENT NUMBERING SYSTEM WITH THE OWNER'S REPRESENTATIVE PRIOR TO ORDERING ANY MATERIALS OR COMMENCEMENT OF ANY WORK.
 - MUDLINE SHOWN IN SECTIONS REPRESENTS GENERAL CONDITIONS. SEE REPAIR SCHEDULE FOR MUDLINE TYPE AND REQUIRED REPAIR AT EACH PILE.

- LEGEND:**
- 20" SQUARE CONCRETE PILE
 - ▲ REPAIR TYPE (SEE REPAIR SCHEDULE FOR REQUIRED LENGTHS).





C1 PILE REMEDIATION PLAN – ROCKEFELLER PARK ESPLANADE
 SCALE: 1"=20'

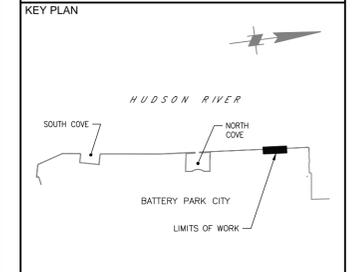
GENERAL NOTES:

- ALL PILES SHOWN ARE 20" SQUARE CONCRETE.
- LIMIT OF WORK FOR PHASE 6 (ROCKEFELLER PARK) PILE REHABILITATION WORK IS BENTS 93 TO 116. BENT 116 IS THE TWENTY-FIRST EAST TO WEST RUNNING BENT SOUTH OF NORTH ESPLANADE.
- CONTRACTOR SHALL CONFIRM BENT NUMBERING SYSTEM WITH THE OWNER'S REPRESENTATIVE PRIOR TO ORDERING ANY MATERIALS OR COMMENCEMENT OF ANY WORK.
- MUDLINE SHOWN IN SECTIONS REPRESENTS GENERAL CONDITIONS. SEE REPAIR SCHEDULE FOR MUDLINE TYPE AND REQUIRED REPAIR AT EACH PILE.

LEGEND:

- 20" SQUARE CONCRETE PILE
- REPAIR TYPE (SEE REPAIR SCHEDULE FOR REQUIRED LENGTHS).

NO.	REVISION	APP'D	DATE



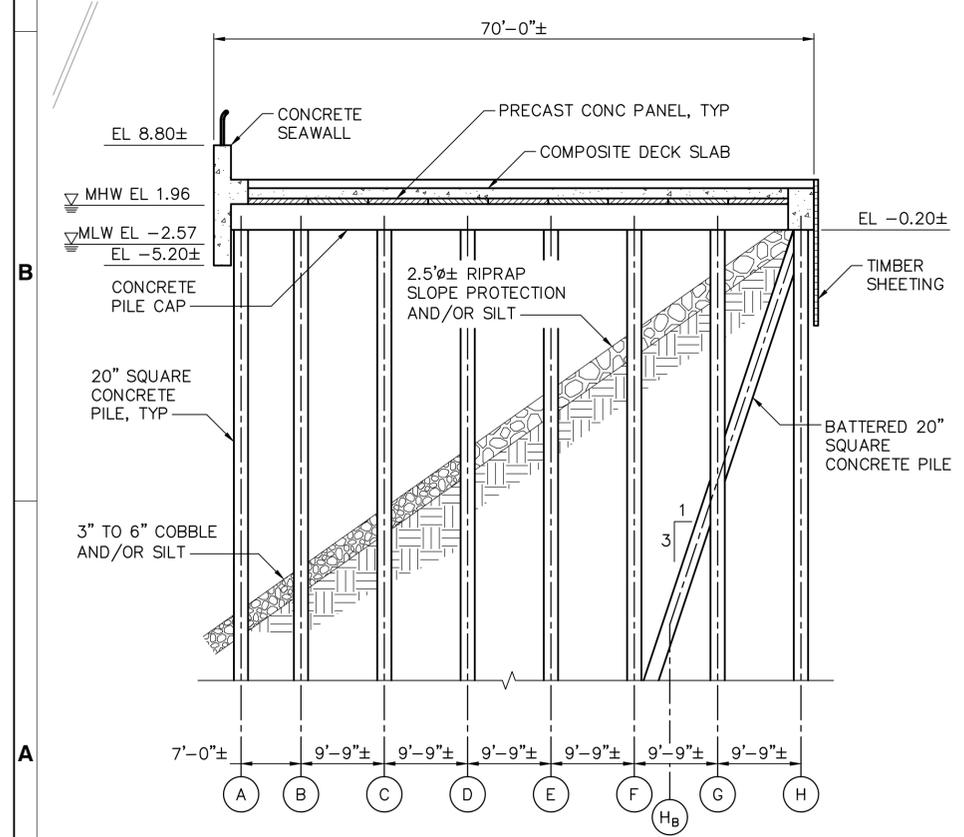
PROJECT
 BATTERY PARK CITY AUTHORITY PHASE VI
 PILE REMEDIATION ESPLANADE PLAZA,
 ROCKEFELLER PARK ESPLANADE AND
 NORTH ESPLANADE

DRAWING TITLE
**FACILITY PLAN - ELEVATIONS
 AND LOCATION KEY**

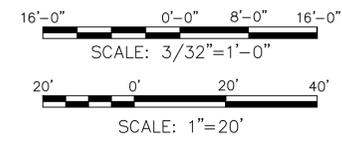
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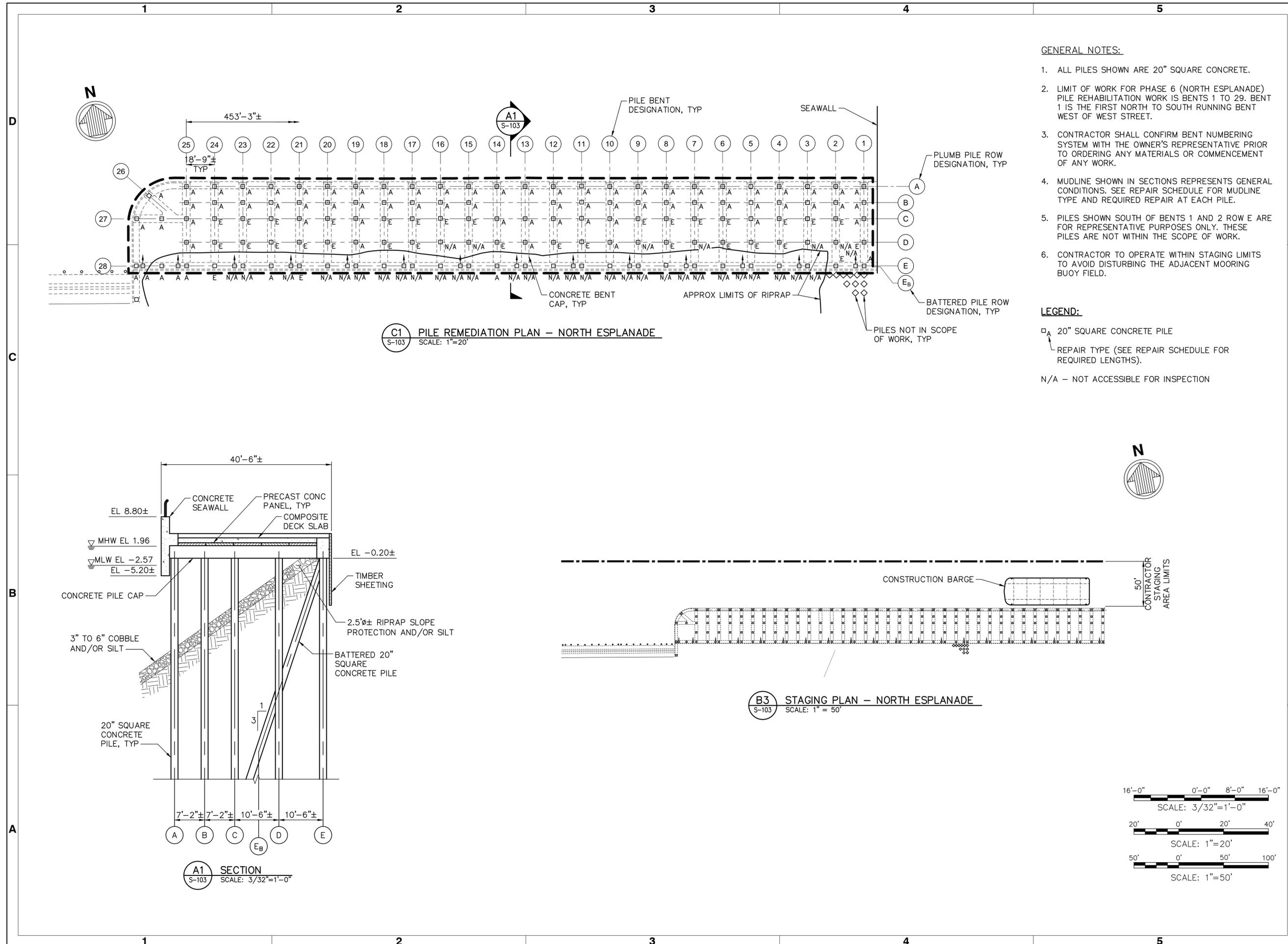
SEAL & SIGNATURE	DATE: SEPTEMBER 2018
	PROJECT NO. 9328
	DRAWN BY BF
	CHECKED BY JS
S-102	
PE NYS LIC # BSCAN	SHEET NO. 6 of 14

DOB APPROVAL STAMP

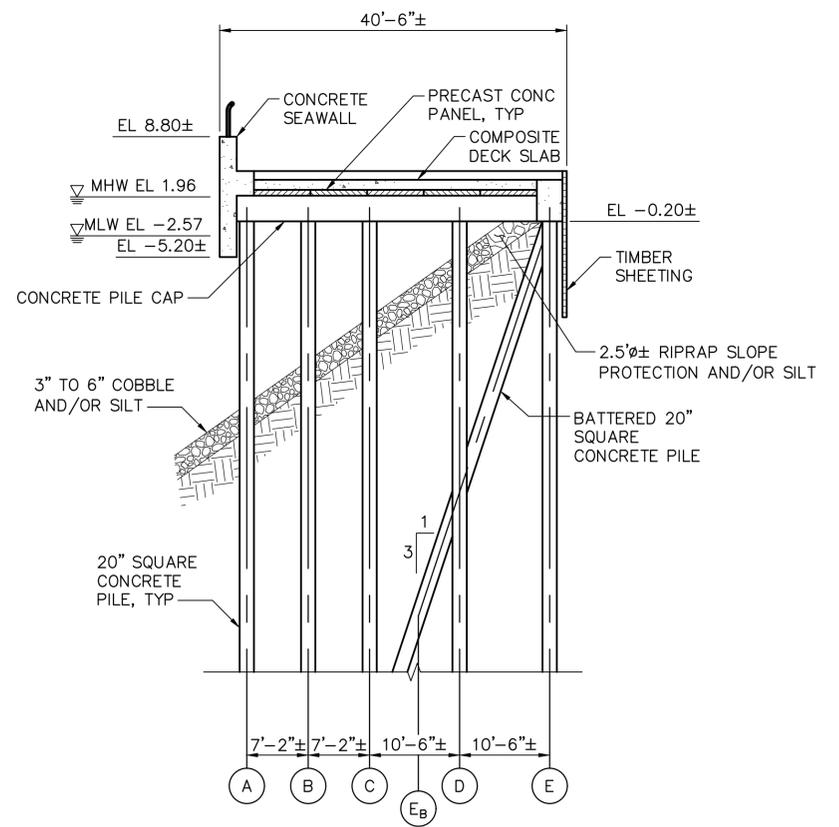


A1 SECTION
 SCALE: 3/32"=1'-0"

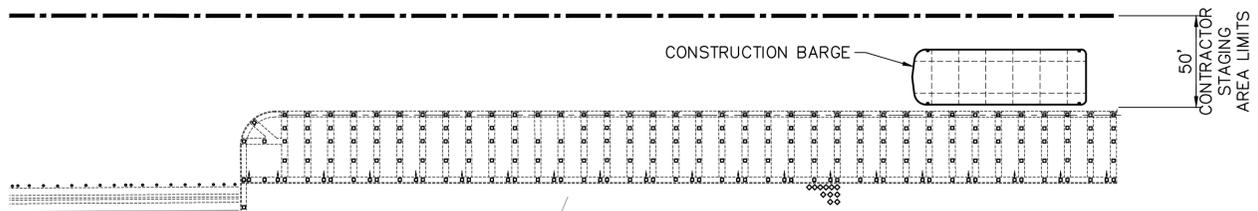




C1 PILE REMEDIATION PLAN – NORTH ESPLANADE
S-103 SCALE: 1"=20'



A1 SECTION
S-103 SCALE: 3/32"=1'-0"



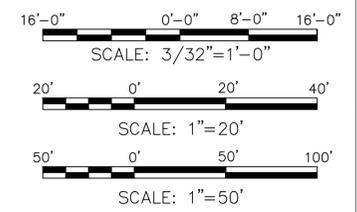
B3 STAGING PLAN – NORTH ESPLANADE
S-103 SCALE: 1" = 50'

GENERAL NOTES:

1. ALL PILES SHOWN ARE 20" SQUARE CONCRETE.
2. LIMIT OF WORK FOR PHASE 6 (NORTH ESPLANADE) PILE REHABILITATION WORK IS BENTS 1 TO 29. BENT 1 IS THE FIRST NORTH TO SOUTH RUNNING BENT WEST OF WEST STREET.
3. CONTRACTOR SHALL CONFIRM BENT NUMBERING SYSTEM WITH THE OWNER'S REPRESENTATIVE PRIOR TO ORDERING ANY MATERIALS OR COMMENCEMENT OF ANY WORK.
4. MUDLINE SHOWN IN SECTIONS REPRESENTS GENERAL CONDITIONS. SEE REPAIR SCHEDULE FOR MUDLINE TYPE AND REQUIRED REPAIR AT EACH PILE.
5. PILES SHOWN SOUTH OF BENTS 1 AND 2 ROW E ARE FOR REPRESENTATIVE PURPOSES ONLY. THESE PILES ARE NOT WITHIN THE SCOPE OF WORK.
6. CONTRACTOR TO OPERATE WITHIN STAGING LIMITS TO AVOID DISTURBING THE ADJACENT MOORING BUOY FIELD.

LEGEND:

- 20" SQUARE CONCRETE PILE
 - ↖ REPAIR TYPE (SEE REPAIR SCHEDULE FOR REQUIRED LENGTHS).
- N/A – NOT ACCESSIBLE FOR INSPECTION



OWNER/CLIENT
Battery Park City Authority

PRIME CONSULTANT

 529 FIFTH AVENUE, 14TH FLOOR
 NEW YORK, NY 10017
 (212) 768-7454

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KEY PLAN

PROJECT
 BATTERY PARK CITY AUTHORITY PHASE VI
 PILE REMEDIATION ESPLANADE PLAZA,
 ROCKEFELLER PARK ESPLANADE AND
 NORTH ESPLANADE

DRAWING TITLE
**FACILITY PLAN - ELEVATIONS
 AND LOCATION KEY**

DOB IDENTIFICATION NUMBER
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SEAL & SIGNATURE	DATE: SEPTEMBER 2018
	PROJECT NO. 9328
	DRAWN BY BF
	CHECKED BY JS
	DRAWING NO. S-103
PE NYS LIC # BSCAN	SHEET NO. 7 of 14

DOB APPROVAL STAMP



- GENERAL NOTES:**
1. USE APPROVED SPACERS TO MAINTAIN 1" ANNULUS ON ALL 4 SIDES OF PILE DURING ALL PHASES OF REPAIR INSTALLATION.
 2. FORMWORK SHALL SUPPORT ALL CONSTRUCTION AND ENVIRONMENTAL LOADINGS DURING ALL PHASES OF REPAIR INSTALLATION.
 3. STRUCTURAL INTEGRITY OF FORMWORK DURING ALL PHASES OF CONSTRUCTION IS SOLE RESPONSIBILITY OF THE CONTRACTOR.
 4. ONE PUMP PORT IS SHOWN FOR REPRESENTATIVE PURPOSES ONLY. TOTAL QUANTITY, SPACING, AND LOCATION OF PUMP PORTS IS SOLE RESPONSIBILITY OF CONTRACTOR. LOCATION OF PUMP PORTS SHALL ENSURE EPOXY MORTAR IS PLACED UNIFORMLY WITH NO VOIDS OVER FULL HEIGHT OF REPAIR. CONTRACTOR SHALL SUBMIT TYPICAL PUMP PORT AND PUMP PORT LAYOUT PRIOR TO COMMENCEMENT OF WORK.
 5. CONTRACTOR SHALL NOT USE EARTH IN LIEU OF FORMWORK AT BOTTOM OF REPAIR.
 6. THE EXCAVATIONS PROPOSED DO NOT AFFECT THE STRUCTURAL STABILITY OF THE EXISTING STRUCTURES OR ANY ADJACENT STRUCTURES.

OWNER/CLIENT

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NO.	REVISION	APP'D	DATE

KEY PLAN

PROJECT

BATTERY PARK CITY AUTHORITY PHASE VI
PILE REMEDIATION ESPLANADE PLAZA,
ROCKEFELLER PARK ESPLANADE AND
NORTH ESPLANADE

DRAWING TITLE

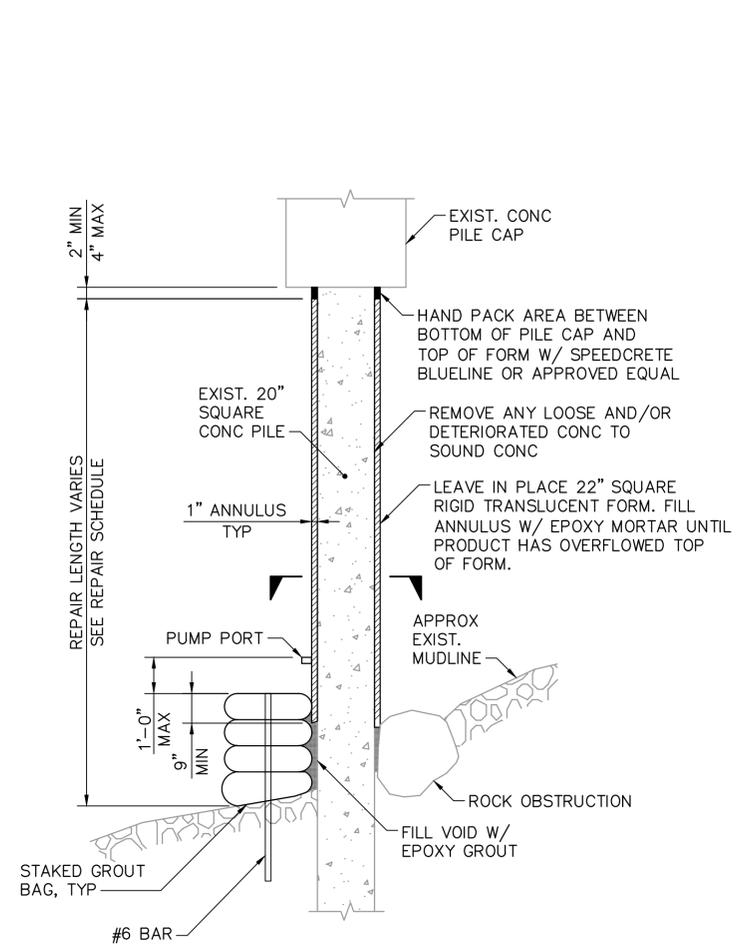
REPAIR DETAILS

DOB IDENTIFICATION NUMBER

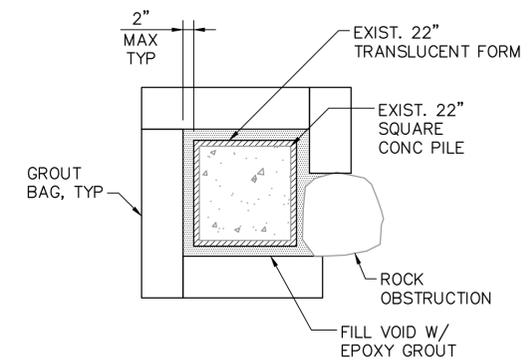
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SEAL & SIGNATURE	DATE: SEPTEMBER 2018
	PROJECT NO. 9328
	DRAWN BY BF
	CHECKED BY JS
	DRAWING NO. S-501
PE NYS LIC # BSCAN	SHEET NO. 8 of 14

DOB APPROVAL STAMP

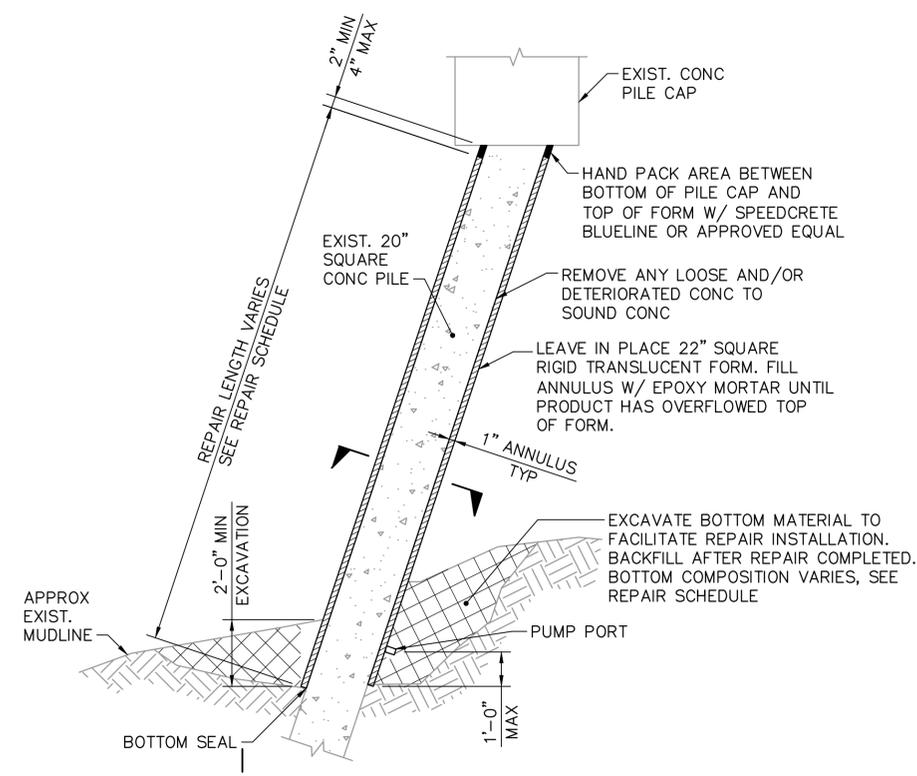


ELEVATION



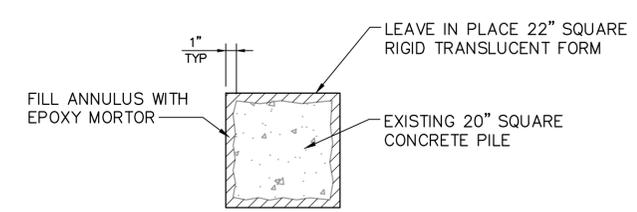
SECTION

A1 PILE REPAIR -- TYPE E -- ALTERNATIVE
S-502 NOT TO SCALE



NOTE:
1. TYPE A REPAIR IS SHOWN. TYPE E REPAIR IS SIMILAR EXCEPT REPAIR TERMINATES AT TOP OF RIP RAP AND NO EXCAVATION IS REQUIRED.

C2 BATTER PILE REPAIR -- TYPES A AND E
S-101 SCALE: NOT TO SCALE



NOTE:
1. USE SPACERS TO MAINTAIN 1\"/>

A2 CROSS-SECTION REPAIR -- TYPES A & E
S-502 SCALE: NOT TO SCALE

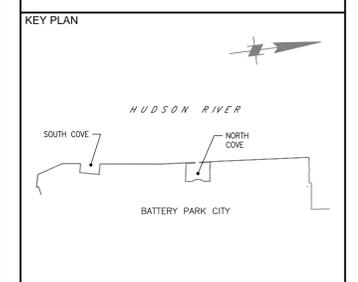
GENERAL NOTES:

1. USE APPROVED SPACERS TO MAINTAIN 1\"/>

- NOTES:**
1. FORM WORK SHALL EXTEND DOWN TO TOP OF IN PLACE RIP RAP. CONTRACTOR SHALL UTILIZE GROUT BAGS WHERE REQUIRED TO ENSURE THAT NO LENGTH OF EXPOSED CONCRETE PILE REMAINS AFTER REPAIR IS INSTALLED.
 2. GROUT BAGS SHALL OVERLAP A MINIMUM OF 9\"/>



NO.	REVISION	APP'D	DATE



PROJECT
BATTERY PARK CITY AUTHORITY PHASE VI
PILE REMEDIATION ESPLANADE PLAZA,
ROCKEFELLER PARK ESPLANADE AND
NORTH ESPLANADE

DRAWING TITLE
REPAIR DETAILS

DOB IDENTIFICATION NUMBER
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SEAL & SIGNATURE [Signature Area]

DATE: SEPTEMBER 2018
PROJECT NO.: 9328
DRAWN BY: BF
CHECKED BY: JS
DRAWING NO.: **S-502**
PE NYS LIC #: BSCAN
SHEET NO.: 9 of 14

DOB APPROVAL STAMP

1

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4

5

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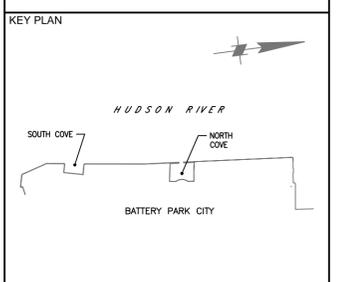
ROCKEFELLER PARK ESPLANADE					
BENT NO.	PILE NO.	REPAIR LENGTH (FT)	REPAIR TYPE	MUDLINE CONDITION (ROCK, COBBLE, SILT)	TYPICAL ROCK SIZE (IN. DIAM.)
111	D	19	A	MUD	
111	E	17	A	MUD	
111	F	8	A	MUD	
111	G	3	E	COBBLES & ROCK	10-50
111	H	4	E	COBBLES WITH ROCKS	25
111	HB	4	E	COBBLES WITH ROCKS	25
112	A	34	A	MUD	
112	B	32	A	MUD	
112	C	24	A	MUD	
112	D	20	A	MUD	
112	E	17	A	MUD	
112	F	13	A	MUD	
112	G	5	A	COBBLES & MUD	3-6
112	H	5	E	COBBLES WITH ROCKS	25
112	HB	5	E	COBBLES WITH ROCKS	25
113	A	35	A	MUD	
113	B	32	A	MUD	
113	C	26	A	MUD	
113	D	20	A	MUD	
113	E	16	A	MUD	
113	F	13	A	COBBLES & MUD	2-8
113	G	6	E	COBBLES WITH ROCKS	10-25
113	H	7	A	COBBLES	10
113	HB	7	A	COBBLES	10
114	A	36	A	MUD	
114	B	33	A	MUD	
114	C	27	A	MUD	
114	D	21	A	MUD	
114	E	16	A	MUD	
114	F	13	A	MUD	
114	G	8	E	COBBLES WITH ROCKS	20-36
114	H	8	A	COBBLES	12
114	HB	8	A	COBBLES	12
115	A	33	A	MUD	
115	B	30	A	MUD	
115	C	25	A	MUD	
115	D	20	A	MUD	
115	E	15	A	MUD	
115	E.1	13	E	MUD W/ ROCK	20"
115	F	13	A	MUD/COBBLES	8"
115	G	6	E	COBBLES WITH ROCKS	12-40
115	H	7	A	COBBLES	10
115	HB	7	A	COBBLES	10
116	A		*		
116	B		*		
116	C		*		
116	D		*		

ROCKEFELLER PARK ESPLANADE					
BENT NO.	PILE NO.	REPAIR LENGTH (FT)	REPAIR TYPE	MUDLINE CONDITION (ROCK, COBBLE, SILT)	TYPICAL ROCK SIZE (IN. DIAM.)
116	E		*		
116	F		*		
116	G		*		
116	H	4	E	COBBLES	20
116	HB	4	E	COBBLES	20



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PROJECT
 BATTERY PARK CITY AUTHORITY PHASE VI
 PILE REMEDIATION ESPLANADE PLAZA,
 ROCKEFELLER PARK ESPLANADE AND
 NORTH ESPLANADE

DRAWING TITLE
**PILE REPAIR SCHEDULE -
 SHEET 4 OF 5**

DOB IDENTIFICATION NUMBER
 --

SEAL & SIGNATURE 	DATE: SEPTEMBER 2018
	PROJECT NO. 9328
	DRAWN BY BF
	CHECKED BY JS
DRAWING NO. S-604	
SHEET NO. 13 of 14	

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 BSCAN

DOB APPROVAL STAMP

LEGEND:
 * PRIOR REPAIR INSTALLED AT THIS LOCATION. NO REPAIR REQUIRED.

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NORTH ESPLANADE					
BENT NO.	PILE NO.	REPAIR LENGTH (FT)	REPAIR TYPE	MUDLINE CONDITION (ROCK, COBBLE, SILT)	TYPICAL ROCK SIZE (IN. DIAM.)
1	A	12	A	SAND/GRAVEL	
1	B	10	A	SAND/GRAVEL	
1	C	8	A	SAND/GRAVEL/COBBLE	18
1	D	4	E	ROCK	36
1	E	6	A	ROCK	12
1	EB		N/A		
2	A	13	A	SAND/GRAVEL	
2	B	12	A	SAND/GRAVEL	
2	C	7	E	SAND/GRAVEL W/ROCK	18-30
2	D		N/A		
2	E	2	E	ROCK	18
3	A	13	A	SAND/GRAVEL	
3	B	10	A	SAND/GRAVEL	
3	C	7	E	SAND/GRAVEL W/ROCK	30
3	D		N/A		
3	E		N/A		
3	EB		N/A		
4	A	13	A	SAND/GRAVEL	
4	B	10	A	SAND	
4	C	6	E	ROCK	30
4	D	4	E	ROCK	30
4	E		N/A		
5	A	14	A	SAND/GRAVEL	
5	B	12	A	SAND/GRAVEL	
5	C	9	A	SAND/GRAVEL W/ROCK	30
5	D	2	E	ROCK	18
5	E		N/A		
5	EB		N/A		
6	A	14	A	SAND/GRAVEL	
6	B	13	A	SAND/GRAVEL	
6	C	7	E	SAND/GRAVEL W/ROCK	30
6	D	2	E	ROCK	30
6	E		N/A		
7	A	14	A	SAND AND GRAVEL	
7	B	13	A	SAND AND GRAVEL	
7	C	7	E	SAND/GRAVEL W/ROCK	24
7	D		N/A		
7	E		N/A		
7	EB		N/A		
8	A	15	A	SAND/GRAVEL	
8	B	14	A	SAND/GRAVEL	
8	C	7	E	ROCK AND COBBLES	18
8	D	3	E	ROCK	12-24
8	E		N/A		
9	A	15	A	SILT	
9	B	13	A	SAND/GRAVEL	
9	C	7	E	ROCK	18

NORTH ESPLANADE					
BENT NO.	PILE NO.	REPAIR LENGTH (FT)	REPAIR TYPE	MUDLINE CONDITION (ROCK, COBBLE, SILT)	TYPICAL ROCK SIZE (IN. DIAM.)
9	D		N/A		
9	E		N/A		
9	EB		N/A		
10	A	15	A	MUD	
10	B	13	A	COBBLE	6
10	C	8	A	ROCK	18
10	D	5	A	ROCK	24, MOVEABLE
10	E		N/A		
11	A	15	A	SILT	
11	B	13	A	SILT	
11	C	11	A	COBBLE	12
11	D	3	E	ROCK	36
11	E		N/A		
11	EB		N/A		
12	A	14	A	SAND	
12	B	12	A	SAND	
12	C	9	A	SAND	
12	D	4	E	ROCK	36
12	E		N/A		
13	A	15	A	MUD	
13	C	10	A	COBBLE	6
13	D	7	A	COBBLE	12
13	E		N/A		
13	EB		N/A		
14	A	15	A	MUD	12
14	C	11	A	ROCK/COBBLE	12
14	D	3	E	ROCK	36
14	E	3	A	ROCK	12
15	A	14	A	MUD	
15	B	13	A	MUD/COBBLE	6
15	C	7	E	ROCK	48
15	D		N/A		
15	E		N/A		
15	EB		N/A		
16	A	14	A	MUD	
16	B	13	A	MUD/COBBLE	6
16	C	7	E	ROCK	36
16	D		N/A		
16	E		N/A		
17	A	15	A	MUD	
17	B	14	A	MUD	
17	C	8	E	ROCK	36
17	D	1	E	ROCK	36
17	E		N/A		
17	EB		N/A		
18	A	15	A	MUD	
18	B	14	A	COBBLE	10
18	C	8	E	ROCK	36
18	D	1	E	ROCK	24
18	E		N/A		
19	A	15	A	GRAVEL	3
19	B	14	A	GRAVEL	6-8
19	C	9	A	ROCK	12
19	D	3	A	ROCK	12

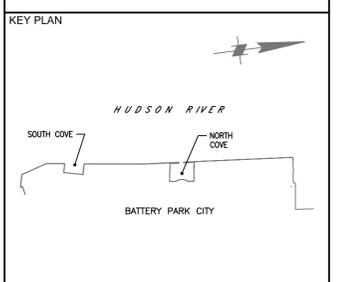
NORTH ESPLANADE					
BENT NO.	PILE NO.	REPAIR LENGTH (FT)	REPAIR TYPE	MUDLINE CONDITION (ROCK, COBBLE, SILT)	TYPICAL ROCK SIZE (IN. DIAM.)
19	E		N/A		
19	EB		N/A		
20	A	11	A	MUD AND GRAVEL	
20	B	11	A	GRAVEL	
20	C	3	E	ROCK	36
20	D	3	E	ROCK	36
20	E		N/A		
21	A	12	A	MUD	
21	B	10	A	GRAVEL	3
21	C	6	A	GRAVEL	12 AVG, UP TO 34
21	D	4	E	ROCK	36
21	E	3	E	ROCK	36
21	EB		N/A		
22	A	12	A		
22	B	11	A	MUD	
22	C	7	E	ROCK	48
22	D	3	E	ROCK	36
22	E	3	A	GRAVEL	3
23	A	14	A	GRAVEL	3
23	B	11	A	GRAVEL	3
23	C	5	E	RIP RAP	36
23	D	2	E	ROCK	24
23	E		N/A		
23	EB		N/A		
24	A	13	A	SAND AND COBBLES	6
24	B	11	A	SAND AND COBBLES	8
24	C	5	E	ROCK	36
24	D	3	E	ROCK	36
24	E	2	E	ROCK	36
25	A	14	A	MUD	
25	B	13	A	MUD	
25	C	7	A	SAND AND COBBLES	14
25	D	4	A	SAND AND COBBLES	10
25	E	3	A	ROCK	5
25	EB	3	A	LARGE ROCK	5
26	A	12	A	SAND AND COBBLES	3
27	A	6	A	SAND AND COBBLES	4
27	B	6	A	SAND AND COBBLES	4
28	A	5	A	ROCK AND SAND	6
28	AB	5	A	ROCK AND SAND	4
28	B	4	A	ROCK AND SAND	14

NOTE:
N/A - DENOTES NOT ACCESSIBLE FOR INSPECTION.



PRIME CONSULTANT
m&n engineering, p.c.
529 FIFTH AVENUE, 14TH FLOOR
NEW YORK, NY 10017
(212) 768-7454

NO.	REVISION	APP'D	DATE
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PROJECT
BATTERY PARK CITY AUTHORITY PHASE VI
PILE REMEDIATION ESPLANADE PLAZA,
ROCKEFELLER PARK ESPLANADE AND
NORTH ESPLANADE

DRAWING TITLE
**PILE REPAIR SCHEDULE -
SHEET 5 OF 5**

DOB IDENTIFICATION NUMBER
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SEAL & SIGNATURE

DATE: SEPTEMBER 2018
PROJECT NO. 9328
DRAWN BY BF
CHECKED BY JS
DRAWING NO. **S-605**
SHEET NO. 14 of 14

DOB APPROVAL STAMP

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EXHIBIT G

Waiver

**Assumption of Risk, Waiver of Liability and Release
("Waiver and Release")**

PLEASE READ THIS DOCUMENT CAREFULLY - IT AFFECTS YOUR RIGHTS

The undersigned desires to perform an underwater inspection of the conditions attendant to the work contemplated in the Phase 6 Pile Remediation & Cellular Sheet Pile Encasement Construction Management & Diving Inspection Services RFP (the "RFP"), issued by the Battery Park City Authority d/b/a Hugh L. Carey Battery Park City Authority (the "Authority") on or about December 7, 10, & 11, 2018. The RFP contemplates certain work to be performed to encase cellular sheet piles located under segments of the relieving platform along the northern edge of the South Cove Marina, the piles located under Rockefeller Park Esplanade just south of the northern tip of the park and the piles located in the North Esplanade north of Stuyvesant High School area (the "Project Site") in Battery Park City. The undersigned has been advised and understands that the inspection of the Project Site, including areas located under water, can be dangerous and involve numerous risks, including death or serious bodily injury. As an inducement to the Authority, the Battery Park City Parks Conservancy (the "Conservancy"), the City of New York, the State of New York, Brookfield Properties and all firms and persons related to, or involved in, the design, construction and development of the Project Site in Battery Park City (the "Project Team") to allow the undersigned to visit the Project Site and observe existing conditions underwater, the undersigned, for himself/herself/itself and his/her/its successors, heirs, assigns, and legal representatives, does hereby expressly agree and acknowledge the following:

1. The undersigned hereby voluntarily assumes any and all risks involved in, or in any way related to, the undersigned's visit (including the visit of any of its employees, agents or representatives) to the Project Site and observation of existing conditions underwater, including, but not limited to, the risk of death, bodily injury or property damage resulting from such visit or observation, including the unavailability of emergency medical care or the negligent or deliberate acts of other persons.
2. The undersigned releases and forever discharges any and all members of the Project Team, together with their members, directors, managers, officers, employees, agents, affiliates, successors, heirs and assigns, from, and agrees not to sue them on account of or in connection with, any liabilities, claims, causes of action, suits, obligations, injuries, damages, judgments, costs, or expenses, including attorney's fees and disbursements, arising out of the undersigned's visit (including the visit of any of its employees, agents or representatives) to the Project Site and observation of existing underwater conditions, including, not limited to, those based on death, bodily injury, or property damage, except when caused solely by the gross negligence of any member of the Project Team. **THE FORGOING RELEASE IS INTENDED TO BE THE MAXIMUM AND BROADEST RELEASE PERMITTED BY LAW.**
3. The undersigned waives the protection afforded by any statute or law in any jurisdiction whose purpose, substance and/or effect is to provide that a general release does not extend to claims which the person giving the release does not know or suspect to exist at the time of executing the release.
4. The undersigned agrees to indemnify and hold harmless any and all members of the Project Team and their members, directors, managers, officers, employees, agents, affiliates, successors, heirs and assigns, to the fullest extent permitted by law, from and against any and all liabilities, claims, causes of action, suits, obligations, injuries, damages, judgments, costs or expenses, including reasonable attorney's fees and disbursements, which arise in any way from the undersigned's conduct (including the conduct of any of its employees, agents or representatives) at the Project Site and any and all damages to property on such Project Site, injury to any other person at such Project Site, including areas located underwater, caused, directly or indirectly, by the undersigned, whether by inadvertence, negligence, willful misconduct or otherwise.

5. The undersigned acknowledges and agrees that he/she/it is familiar with and understands industry standard safety procedures and rules for conducting an underwater inspection of the Project Site and for observing conditions at the Project Site. The undersigned agrees to strictly abide by all safety and other rules and expressly agrees not to participate in any events at the Project Site under the influence of alcohol and/or any drugs.
6. The undersigned acknowledges and agrees that he/she/it has been advised of the following nonexclusive list of potentially dangerous conditions: (1) the inherent risks associated with the nature of the inspection activity itself; (2) potential general structural instability; and (3) the inherent risks associated with property undergoing condition inspection work.
7. The undersigned represents and warrants that he/she/it (a) assumes full responsibility for his/her/its own safety and health and for all known and unknown risks and damages in visiting the Project Site, and (b) has not relied on information given or not given to him/her/it by the Project Team regarding the risks or dangers present at the Project Site.
8. The undersigned acknowledges and agrees that he/she/it has been advised of, and understands, the rules for visiting the Project Site, including, but not limited to, complying fully with the Pre-Proposal Inspection Requirements, attached hereto and made a part hereof.
9. The undersigned further agrees not to disclose or divulge to any person in any manner, without the prior written approval of the Authority, any information concerning the Project for any purpose whatsoever, except as may be necessary to prepare and submit a proposal in response to the RFPs.
10. The undersigned agrees that in the event of any accident which may require immediate medical, dental or other emergency care, transportation and emergency medical services, in which no next of kin can be notified in a reasonable amount of time through reasonable means, the Authority is hereby authorized, but not required, to take all necessary actions as relates to immediate medical, dental or other emergency care, transportation and emergency medical services as warranted in the course of care of the undersigned. The undersigned agrees that he/she/it shall be responsible for all fees and expenses as they relate to this paragraph.

The undersigned has read this Waiver and Release, understands that by making this Waiver and Release, he/she/it surrenders valuable rights and does so freely and voluntarily. The undersigned understands that the terms contained herein are contractual and not a mere recital; and has signed this Waiver and Release as his/her/its own free act.

This Waiver and Release shall be governed by, and construed in accordance with, the laws of the State of New York, without reference to its conflicts of laws rules.

Invalidity of any provision of this Waiver and Release shall not affect other provisions.

Signature

Printed Name (and title, if applicable)

Name of Organization (if applicable)

Emergency Contact Name and Number

Date: _____

Pre-proposal Inspection Requirements

In accordance with the terms of the relevant Request for Proposals and any addenda thereto, the Battery Park City Authority d/b/a Hugh L. Carey Battery Park City Authority (the “Authority”) invites all prospective bidders (“Contractors”) to inspect the existing Project Site conditions associated with the North Cove Cellular Steel Sheet Pile Project prior to submitting a proposal. All such Contractors shall comply with, or cause compliance with, the protocols set forth in this Pre-Proposal Inspection Requirements form and indicate their acknowledgment of and agreement to so act by signing in the space provided below. In addition, the documentation requested herein must be submitted to the Authority prior to the performance of a pre-proposal inspection. The Contractor shall:

1. Comply with all applicable OSHA and ADCI regulations and safety procedures to ensure personnel health and safety. The Contractor must maintain a safe and clean working environment and shall ensure proper personal protective 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.
2. Exercise extreme care to prevent damage to existing structures by, or as a result of, his/her/its operations. Any damage resulting from the Contractor’s operations shall be repaired as directed by the Authority’s representative at no additional cost.
3. Submit a copy of its standard dive safety manual with a brief narrative of site specific considerations for review by the Authority’s representative. Site specific considerations shall include the following: directions to local emergency rooms and dive trauma centers, diver access locations, and injured diver evacuation procedures.
4. Provide a certificate of insurance meeting or exceeding the following minimum coverage levels:
 - **Commercial General Liability Insurance**, written on ISO Form CG 00 01 or its equivalent and with no modification to the contractual liability coverage provided therein, shall be provided on an occurrence basis and limits shall not be less than:
 - \$1,000,000 per occurrence
 - \$2,000,000 General Aggregate
 - \$2,000,000 Products / Completed Operations Aggregate

The Authority, Battery Park City Parks Conservancy (“BPCPC”), and the State of New York must be protected as additional insured on ISO Form CG 2010 (11/85) or its equivalent.

- **Automobile Liability Insurance** with a Combined Single Limit of not less than \$1,000,000. Coverage must apply to the Proposer’s owned, hired, and non-owned vehicles and protect the Authority, BPCPC, and the State of New York as additional insured.
- **Workers’ Compensation, Employer’s Liability, and Disability Benefits** shall not be less than statutory limits, including United States Longshore and Harbor Workers Act coverage as applicable to the operations of the Proposer.
- **Umbrella Liability Insurance** at a limit not less than \$1,000,000 per occurrence and in the aggregate. The Authority, BPCPC, and the State of New York must be protected as additional insured.

If watercraft will be utilized as part of the inspection then **Comprehensive Marine Liability Insurance** must be maintained or caused to be maintained at a limit of not less than \$1,000,000 per occurrence and include the following coverage:

- Protection and Indemnity
- General Liability
- Pollution Liability

The Authority, BPCPC, and the State of New York must be protected as additional insured.

The additional insured protection afforded the Authority, BPCPC, and the State of New York on the above liability policies must be on a primary and non-contributory basis. All policies must include a waiver of subrogation in favor of the Authority, BPCPC, and the State of New York, and no policies may contain any limitations / exclusions for New York Labor Law claims. When providing evidence of insurance the Proposer must include a completed Acord 855 NY form

5. Conduct all in water and under water inspection work using ADCI certified commercial divers using surface supplied air commercial diving equipment and procedures. Divers are required to have a secondary air source in readiness at all times. A secondary dive station shall be in readiness at all times for immediate response to an emergency situation.
6. Be responsible for coordinating dive activities with the New York Police Department, Harbor Patrol and the U.S. Coast Guard, as required.
7. Prepare a brief narrative of the Contractor's inspection plan including diver access/egress procedures associated with the entry locations specified by the Authority, dive station locations and space requirements, requested inspection locations and inspection procedures. Any inspection shall be non-destructive, and done using hand tools only. The use of video recording devices is prohibited. Inspections must be performed during regular construction hours of 7am to 3:30pm Monday through Friday.

Signature

Date

EXHIBIT H

Permits

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

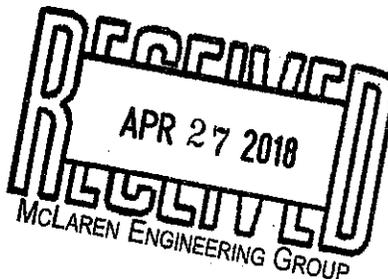
Division of Environmental Permits, Region 2
47-40 21st Street, Long Island City, NY 11101
P: (718) 482-4997 | F: (718) 482-4975
www.dec.ny.gov

140950.32

SAF
DAZ

April 24, 2018

Shea Thorvaldsen
McLaren Engineering Group
100 Snake Hill Road
West Nyack, NY 10995



Re: NYSDEC Permit No. 2-6299-00027/00033
Battery Park City Pile Remediation
New York, NY
ECL Article 25 -Tidal Wetlands
ECL Article 15 - Protection of Waters
6NYCRR Part 608 – Water Quality Certification
NOTICE OF PERMIT ISSUANCE

Dear Mr. Thorvaldsen:

Enclosed is your permit. Please read it carefully. You are required to comply with all conditions of the permit.

Please note that Natural Resources Condition 3 of the permit requires submittal of the attached "Notice of Intent to Commence Work" at least 5 days prior to the start of the permitted activity. Also, please note that Natural Resources Condition 5 of the permit requires submittal of the attached "Notice of Completion of Work" within 10 days of the completion of work.

If you have any technical questions please contact the Division of Marine Resources at (718) 482-6464. If you have any administrative questions please contact me at (718) 482-4841.

Sincerely,

A handwritten signature in black ink, appearing to read "David J. Klaczko".

DJ Klaczko
Environmental Analyst



PERMIT
Under the Environmental Conservation Law (ECL)

Permittee and Facility Information

Permit Issued To:
BATTERY PARK CITY AUTHORITY
FL 24

1 WORLD FINANCIAL CTR
NEW YORK, NY 10281
(212) 417-2000

Facility:
BATTERY PARK CITY
WEST ST - W SIDE - CHAMBERS ST TO
BATTERY PL
NEW YORK, NY

Facility Location: in NEW YORK COUNTY **Village:** Manhattan
Facility Principal Reference Point: NYTM-E: 583.006 NYTM-N: 4506.765
Latitude: 40°42'27.4" Longitude: 74°01'02.5"

Project Location: Battery Park Block 16 Lot 3

Authorized Activity: Repairs to Battery Park Esplanade concrete piles with pile jackets and wraps.

Permit Authorizations

Tidal Wetlands - Under Article 25

Permit ID 2-6299-00027/00033

New Permit Effective Date: 4/24/2018 Expiration Date: 12/31/2023

Water Quality Certification - Under Section 401 - Clean Water Act

Permit ID 2-6299-00027/00034

New Permit Effective Date: 4/24/2018 Expiration Date: 12/31/2023

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

Permit ID 2-6299-00027/00035

New Permit Effective Date: 4/24/2018 Expiration Date: 12/31/2023

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: STEPHEN A WATTS, Regional Permit Administrator
Address: NYSDEC Region 2 Headquarters
47-40 21st St
Long Island City, NY 11101 -5401

Authorized Signature: _____

Date 04/24/2018



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: TIDAL WETLANDS; WATER QUALITY CERTIFICATION; EXCAVATION & FILL IN NAVIGABLE WATERS

- 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 the entities described and cited in Natural Resources permit condition 2..
- 2. Conformance with Plans - Addenda** All activities authorized by this permit must be in strict conformance with the following approved plans and/or submissions made as part of the permit application unless specifically authorized herein:

Project Plans titled "Battery Park City Esplanade Repairs," Sheets 1-8 of 8, prepared by McLaren Engineering Group, dated March 30, 2018 and received by NYSDEC on April 2, 2018.
- 3. Notice of Intent to Commence Work** At least five (5) days prior to the start of work, Permittee must complete and submit the attached "Notice of Intent to Commence Work" form to the NYSDEC Division of Marine Resources, 47-40 21st Street, Long Island City, New York 11101.
- 4. Post Sign and Permit** The NYSDEC permit and permit sign must be conspicuously posted in a publically accessible location at the project site. They must be visible, legible and protected from the elements at all times.
- 5. Notice of Completion of Work** Within ten (10) days of the completion of work, Permittee must complete and submit the attached Notice of Completion of Work form to NYSDEC Division of Marine Resources, 47-40 21st Street, Long Island City, New York 11101.
- 6. 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.
- 7. Best Management Practices** Best management practices will 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, and containment booms.



- 8. Excavation by Hand Removal Only** All excavation and backfilling required to perform the pile jacketing/encasement must be accomplished only by hand unless specifically authorized by NYSDEC.
- 9. Demolition and Construction Debris** Should any demolition or construction debris fall into the waterway or enter the tidal wetlands, it must be removed immediately.
- 10. Disposal of Demolition and Construction Debris** All demolition and construction debris must be properly disposed of at a licensed facility.
- 11. Concrete or Leachate Must Not Escape** During construction, concrete or leachate will not escape or be discharged, nor will washings from transit mix trucks, mixers, or other devices enter any water body, including wetlands or protected buffer areas.
- 12. No Equipment Below High Water** Equipment operation below apparent high water is strictly prohibited.
- 13. Prior Approval of Changes** If the Permittee desires to make any changes in construction techniques, species to be planted, the site plan, any mitigation, 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.
- 14. Failure to Meet Permit Conditions** Failure of the Permittee to meet all the conditions of this permit is grounds for an order to immediately cease the permitted activity at the project site.
- 15. No Interference With Navigation** There shall be no unreasonable interference with navigation by the work herein authorized.
- 16. State May Order Removal or Alteration of Work** If future operations by the State of New York require an alteration in the position of the structure or work herein authorized, or if, in the opinion of the Department of Environmental Conservation it shall cause unreasonable obstruction to the free navigation of said waters or flood flows or endanger the health, safety or welfare of the people of the State, or cause loss or destruction of the natural resources of the State, the owner may be ordered by the Department to remove or alter the structural work, obstructions, or hazards caused thereby without expense to the State, and if, upon the expiration or revocation of this permit, the structure, fill, excavation, or other modification of the watercourse hereby authorized shall not be completed, the owners, shall, without expense to the State, and to such extent and in such time and manner as the Department of Environmental Conservation may require, remove all or any portion of the uncompleted structure or fill and restore to its former condition the navigable and flood capacity of the watercourse. No claim shall be made against the State of New York on account of any such removal or alteration.
- 17. State May Require Site Restoration** If upon the expiration or revocation of this permit, the project hereby authorized has not been completed, the applicant shall, without expense to the State, and to such extent and in such time and manner as the Department of Environmental Conservation may lawfully require, remove all or any portion of the uncompleted structure or fill and restore the site to its former condition. No claim shall be made against the State of New York on account of any such removal or alteration.
- 18. 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.

19. State Not Liable for Damage The State of New York shall in no case be liable for any damage or injury to the structure or work herein authorized which may be caused by or result from future operations undertaken by the State for the conservation or improvement of navigation, or for other purposes, and no claim or right to compensation shall accrue from any such damage.

WATER QUALITY CERTIFICATION SPECIFIC CONDITIONS

1. Water Quality Certification The authorized project, as conditioned pursuant to the Certificate, complies with Section 301, 302, 303, 306, and 307 of the Federal Water Pollution Control Act, as amended and as implemented by the limitations, standards, and criteria of state statutory and regulatory requirements set forth in 6 NYCRR Section 608.9(a). The authorized project, as conditioned, will also comply with applicable New York State water quality standards, including but not limited to effluent limitations, best usages and thermal discharge criteria, as applicable, as set forth in 6 NYCRR Parts 701, 702, 703, and 704.

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, NY11101 -5401

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, Tidal Wetlands, Water Quality Certification.

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.

NOTICE OF COMPLETION OF WORK

Date: _____

**NYSDEC Natural Resources
Attn. Natural Resources Supervisor
N.Y.S.D.E.C Region 2 Office
47-40 21st Street
Long Island City, N.Y. 11101**

**Re: NYSDEC Permit No. 2-6299-00027/00033
Battery Park City Pile Remediation
New York, NY**

Dear NYSDEC Natural Resources Supervisor:

In accordance with Natural Resource Condition 5 of the referenced permit, I hereby serve notice that the work allowed by the above referenced permit has been completed as of _____, 20____, consistent with the requirements of the above referenced permit.

Signature of Permittee

Signature of Contractor

Name of Permittee (please print)

Name of Contractor (please print)

Street Address of Contractor

City, State, & Zip Code of Contractor

Telephone Number of Contractor

**cc: Environmental Permits
Marine Resources**

NOTICE OF INTENT TO COMMENCE WORK

Date: _____

NYSDEC Natural Resources
Attn. Habitat Supervisor
N.Y.S.D.E.C Region 2 Office
47-40 21st Street
Long Island City, N.Y. 11101

Re: NYSDEC Permit No. 2-6299-00027/00033
Battery Park City Pile Remediation
New York, NY

Dear NYSDEC Habitat Supervisor:

In accordance with Natural Resource Condition 3 of the referenced permit, I hereby serve notice to commence work on _____, 20____.

This is also to certify that, having read this entire permit, I am fully aware of and understand the general and natural resource conditions therein, and agree to comply with all such conditions further understand that prior to undertaking any modification to the subject work, I must seek and receive written approval of the NYSDEC Regional Permit Administrator.

Signature of Permittee

Signature of Contractor

Name of Permittee (please print)

Name of Contractor (please print)

Street Address of Contractor

City, State, & Zip Code of Contractor

Telephone Number of Contractor

WARNING

The permittee and his contractor (if any) are required to follow all permit conditions. Violations of the permit may lead to legal action, including the imposition of substantial monetary fines and corrective work.

cc: Environmental Permits
Marine Resources

New York State
Department of Environmental Conservation



The Department of Environmental Conservation (DEC) has issued permit(s) pursuant to the Environmental Conservation Law for work being conducted at this site. For further information regarding the nature and extent of work approved and any Departmental conditions on it, contact the Regional Permit Administrator listed below. Please refer to the permit number shown when contacting the DEC.

Regional Permit Administrator

Permit Number 2-6299-00027/00033

Expiration Date 12/31/2023

Stephen A. Watts III
47-40 21st Street
LIC, NY 11101
(718) 482-4997

NOTE: This notice is NOT a permit



DEPARTMENT OF THE ARMY
U.S. ARMY CORPS OF ENGINEERS, NEW YORK DISTRICT
JACOB K. JAVITS FEDERAL BUILDING
26 FEDERAL PLAZA
NEW YORK NEW YORK 10278-0090

REGULATORY BRANCH

JUL 18 2018

SUBJECT: Permit Application File Number NAN-2018-00504-ESW by the Battery Park City Authority for Pile Maintenance in Hudson River at the Battery Park City, Borough of Manhattan, New York County, City of New York, New York

1. PERMITTEE:

Hugh L. Carey Battery Park City Authority
200 Liberty Street, 24th Floor
New York, New York 10281
(212) 417-2000

2. On April 12, 2018, the New York District of the U.S. Army Corps of Engineers received a request for Department of the Army authorization from the Battery Park City Authority for the repair of approximately 7,400 linear feet of the esplanade which averages between 20-25 feet wide (approximately 170,200 square feet/3.9-acre) by encasing the severely deteriorated existing 20-inch square pre-cast concrete piles in 38-inch diameter concrete jackets with reinforcing bar and wire mesh. Minimally deteriorated piles will be encased in a 22-inch diameter jacket. The total amount of concrete epoxy grout in all of the pile jackets is approximately 607 cubic yards of discharge in an estimated footprint of 1,535 square feet. The substrate around the base of the pile would be removed by hand in order for the encasement to be buried below the mud line, and replaced to grade once the work on each pile is completed. The temporary sidecast would consist of approximately 2,264 square feet of fill. The regulated activities would be conducted in four phases over a period of four years and is located in the Hudson River at the Battery Park City, Borough of Manhattan, New York County, City of New York, New York.

3. The specific applicant-provided details are as shown on the attached permit drawings titled "Applicant: Battery Park City Authority", dated April 3, 2018, prepared by DKR Shores, Inc.

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 U.S. Army Corps of Engineers.

5. Based on the 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, in accordance with Section 10 of the Rivers and Harbors Act of 1899 (33 U.S.C. 403) and Section 404 of the Clean Water Act (33 U.S.C. 1344, as amended). The nationwide permits are prescribed as a Reissuance of Nationwide Permits in the Federal Register

REGULATORY BRANCH

SUBJECT: Permit Application File Number NAN-2018-00504-ESW by the Battery Park City Authority for Pile Maintenance in Hudson River at the Battery Park City, Borough of Manhattan, New York County, City of New York, New York

-2-

dated January 6, 2017 (82 FR 1860). The subject work may be performed without further authorization from this office provided it complies with Sections A through D, Number 3 MAINTENANCE; New York District regional conditions; the following work-specific Special Conditions listed below; and any applicable regional conditions added by the State of New York.

6. Other than the work-specific Special Conditions listed below, the 2017 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:

www.nan.usace.army.mil/Portals/37/docs/regulatory/publicnotices/Regional%20Gen%20Permit/PN-RB%20NAN%20FinalRegionalConditionsWQC%20CZMforNYdated%2021-MAR-2017.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 eighteen-character file number readily available when you call.

7. Work-specific Special Conditions:

(A) The permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structure or work herein authorized, or if, in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the permittee will be required, upon due notice from the Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.

(B) The permittee shall sign and submit the attached compliance certification form to this office **within 30 days of COMPLETION** of the regulated activity authorized by this permit and any mitigation work required by Special Condition.

(C) The permittee, and their agents, shall utilize best management practices to minimize turbidity during all in-water work activities as well as prevent construction materials, including debris from entering the waterway to become drift or pollution hazards.

(D) The permittee shall not conduct in-water work in shortnose sturgeon overwintering grounds from November 1–March 15 of any calendar year.

JUL 18 2018

SUBJECT: Permit Application File Number NAN-2018-00504-ESW by the Battery Park City Authority for Pile Maintenance in Hudson River at the Battery Park City, Borough of Manhattan, New York County, City of New York, New York

-3-

commencement of the authorized work you may request an approved JD, which may be appealed, by contacting the New York District, U.S. Army Corps of Engineers for further instruction. To assist you in this decision and address any questions you may have on the differences between preliminary and approved jurisdictional determinations, please review U.S. Army Corps of Engineers Regulatory Guidance Letter No. 16-01, which can be found at:

http://www.usace.army.mil/Portals/2/docs/civilworks/RGLS/rgl_6-01_app1-2.pdf

9. This verification is valid until March 18, 2022, unless the nationwide permit is modified, reissued, or revoked. This verification will remain valid until March 18, 2022, if the activity complies with the terms of any subsequent modifications of the nationwide permit authorization. If the nationwide permits are suspended, revoked, or modified in such a way that the activity would no longer comply with the terms and conditions of a nationwide permit, and the proposed activity has commenced, or is under contract to commence, the permittee shall have twelve (12) months from the date of such action to complete the activity.

10. In order for us to better serve you and others, please complete our Customer Service Survey located at:

<http://www.nan.usace.army.mil/Missions/Regulatory/CustomerSurvey.aspx>

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


Ronald R. Pinzon
Chief, Eastern Section

Enclosures (3)

1. Dated Permit Drawings
2. Completion Form
3. Preliminary JD

Copies furnished:

McLaren Engineering Group
Attn: Craig P. Plate
Attn: Kaitlyn McGrath
100 Snake Hill Road
West Nyack, New York 10994

NATIONWIDE GENERAL PERMIT
COMPLIANCE CERTIFICATION
AND REPORT FORM

Permit File Number: NAN-2018-00504-ESW

Permittee: Battery Park City Authority

Location: 40.71344167, -74.0162084 Battery Park City, Borough of Manhattan, New York County, City of New York, New York

Date Permit Letter Issued: JUL 18 2018

Within 30 days of the completion of the activity authorized by this nationwide general permit and any mitigation required in the verification letter, please sign this certification and return it to the address at the bottom of this form.

Please note that your permitted activity is subject to a compliance inspection by a U.S. Army Corps of Engineers representative. If you fail to comply with the permit's terms and conditions you are subject to permit suspension, modification or revocation.

I hereby certify that the work authorized by the above referenced nationwide general permit has been completed in accordance with the terms and conditions of said permit, and required mitigation was completed in accordance with the permit conditions.

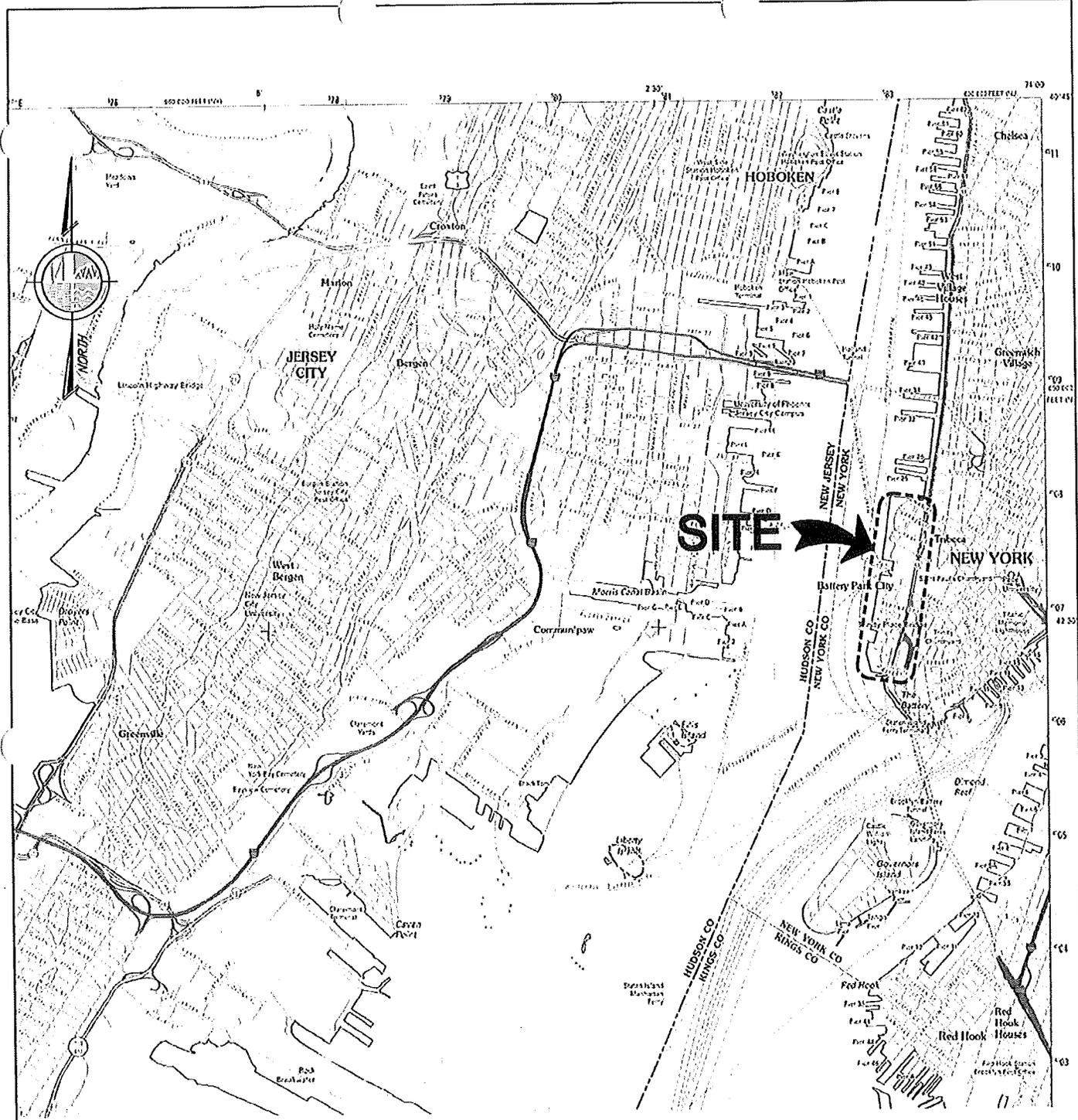
Signature of Permittee

Date

FOLD THIS FORM INTO THIRDS, WITH THE BOTTOM THIRD FACING OUTWARD.
TAPE IT TOGETHER AND MAIL TO THE ADDRESS BELOW OR FAX (212) 264-4260.

PLACE
STAMP
HERE

DEPARTMENT OF THE ARMY
NEW YORK DISTRICT CORPS OF ENGINEERS
JACOB K. JAVITS FEDERAL BUILDING
ATTN: CENAN-OP-RE
NEW YORK, NEW YORK 10278-0090



LOCATION MAP

N.T.S.

PURPOSE: ESPLANADE REPAIRS

DATUM: MHD

ADJACENT OWNERS:
SEE ATTACHED LIST.

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

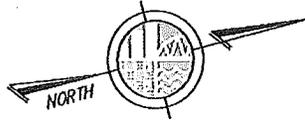
AGENT: M.G. McLAREN, P.C.
 100 SNAKE HILL ROAD
 WEST NYACK, N.Y. 10994

LOCATION MAP

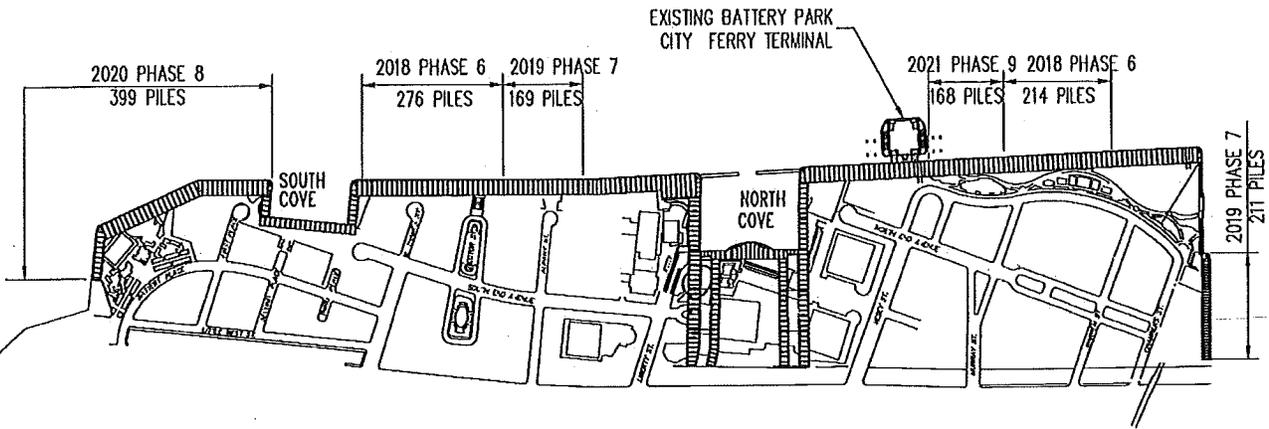
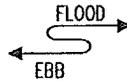
IN: MANHATTAN, NY
 AT: BATTERY PARK CITY
 COUNTY OF: NEW YORK
 STATE: NY

SHT **1** OF **15** 03/30/2018

JUL 18 2018



HUDSON RIVER



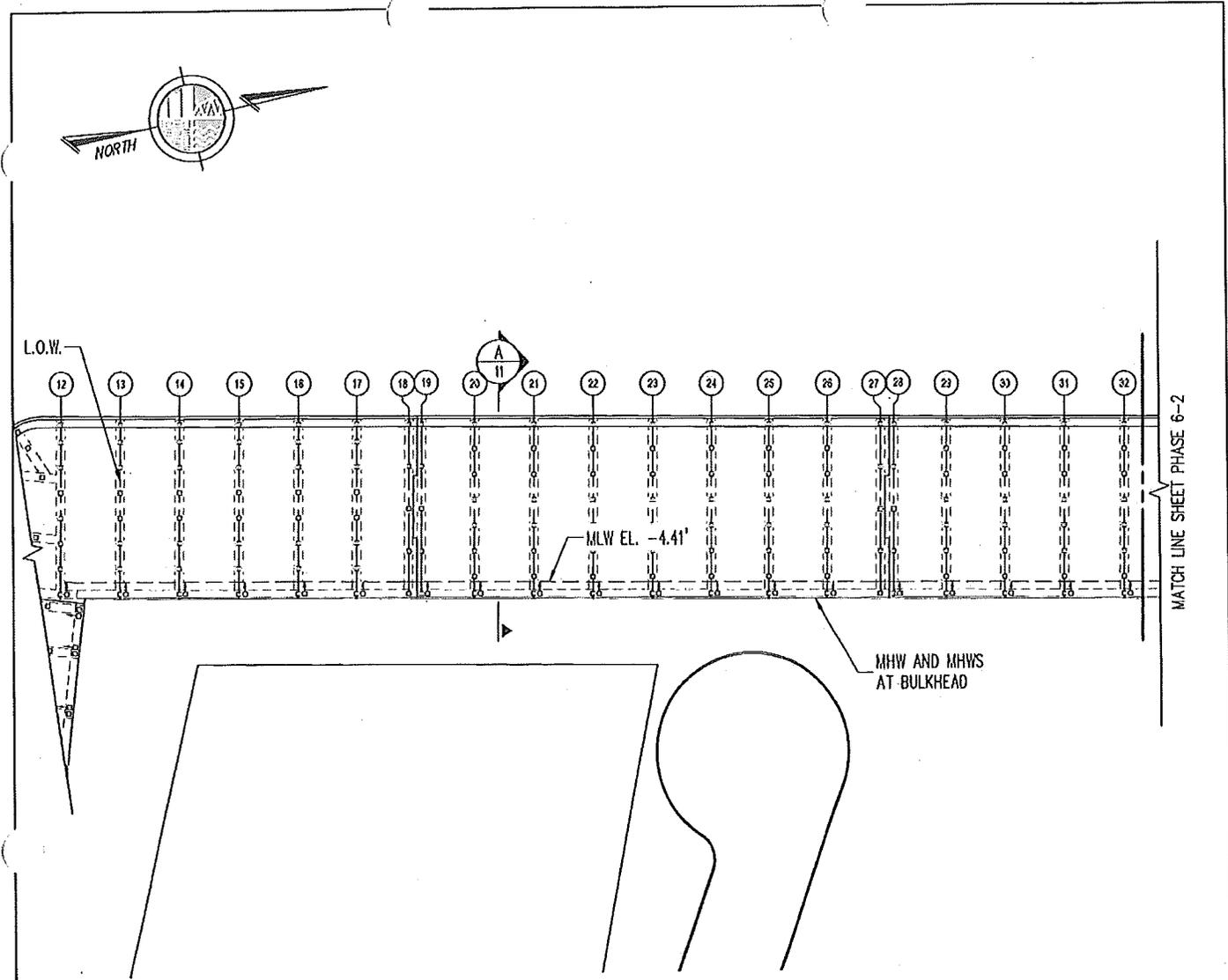
OVERALL SITE PLAN



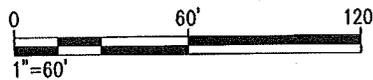
SCALE: 1" = 800'

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

<p>PURPOSE: ESPLANADE REPAIRS</p> <p>DATUM: MHD</p> <p>ADJACENT OWNERS: SEE ATTACHED LIST.</p>	<p>BATTERY PARK CITY ESPLANADE PILE REMEDIATION PROGRAM</p> <p>APPLICANT: HUGH L. CAREY BATTERY PARK CITY AUTHORITY 200 LIBERTY ST., 24TH FLOOR NEW YORK, N.Y. 10281</p> <p>AGENT: M.G. McLAREN, P.C. 100 SNAKE HILL ROAD WEST NYACK, N.Y. 10994</p>	<p>OVERALL SITE PLAN</p> <p>IN: MANHATTAN, NY AT: BATTERY PARK CITY COUNTY OF: NEW YORK STATE: NY</p> <p>SHT <i>2</i> OF <i>15</i> 03/30/2018</p>
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PHASE 6 - SHEET 1 OF 4



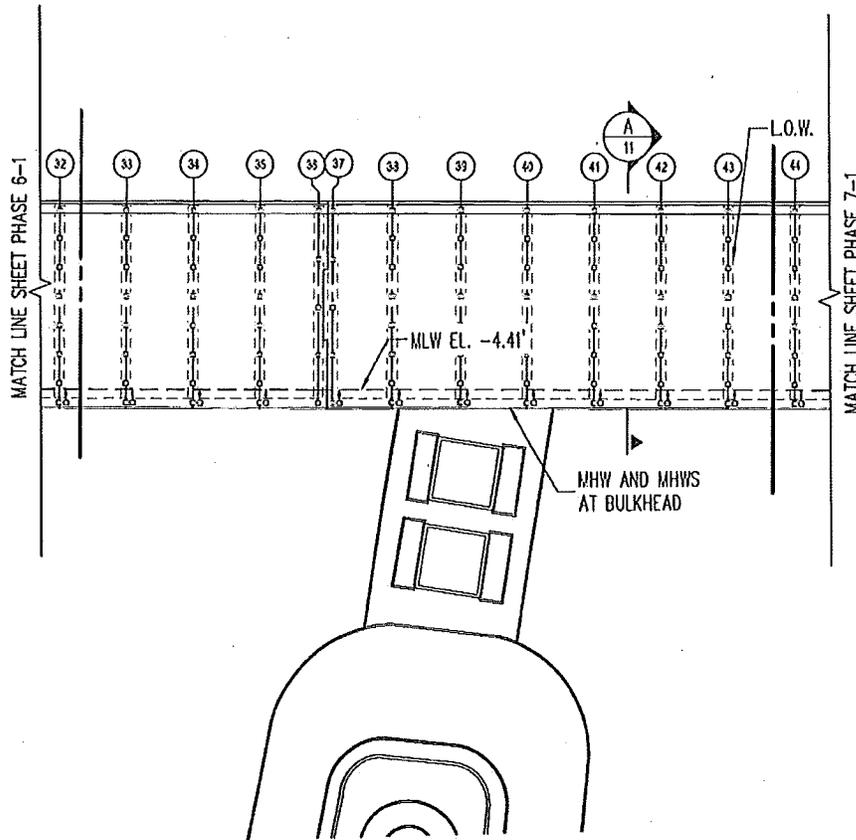
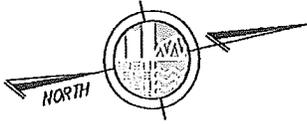
NOTE:
L.O.W. = LIMIT OF WORK

LEGEND:

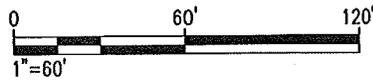
- 20" x 20" SQUARE PRESTRESSED CONCRETE PILE
- ⌋ 20" x 20" SQUARE PRESTRESSED CONCRETE BATTER PILE

<p>PURPOSE: ESPLANADE REPAIRS</p> <p>DATUM: MHD</p> <p>ADJACENT OWNERS: SEE ATTACHED LIST.</p>	<p>BATTERY PARK CITY ESPLANADE PILE REMEDIATION PROGRAM</p> <p>APPLICANT: HUGH L. CAREY BATTERY PARK CITY AUTHORITY 200 LIBERTY ST., 24TH FLOOR NEW YORK, N.Y. 10281</p> <p>AGENT: M.G. McLAREN, P.C. 100 SNAKE HILL ROAD WEST NYACK, N.Y. 10994</p>	<p>2018 PHASE 6 SHEET 1 OF 4</p> <p>IN: MANHATTAN, NY AT: BATTERY PARK CITY COUNTY OF: NEW YORK STATE: NY</p> <p>SHT 3 OF 15 03/30/2018</p>
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JUL 18 2018



PHASE 6 - SHEET 2 OF 4



NOTE:
L.O.W. = LIMIT OF WORK

LEGEND:

- 20" x 20" SQUARE PRESTRESSED CONCRETE PILE
- ▤ 20" x 20" SQUARE PRESTRESSED CONCRETE BATTER PILE

PURPOSE: ESPLANADE REPAIRS

DATUM: MHD

ADJACENT OWNERS:
SEE ATTACHED LIST.

**BATTERY PARK CITY ESPLANADE
PILE REMEDIATION PROGRAM**

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

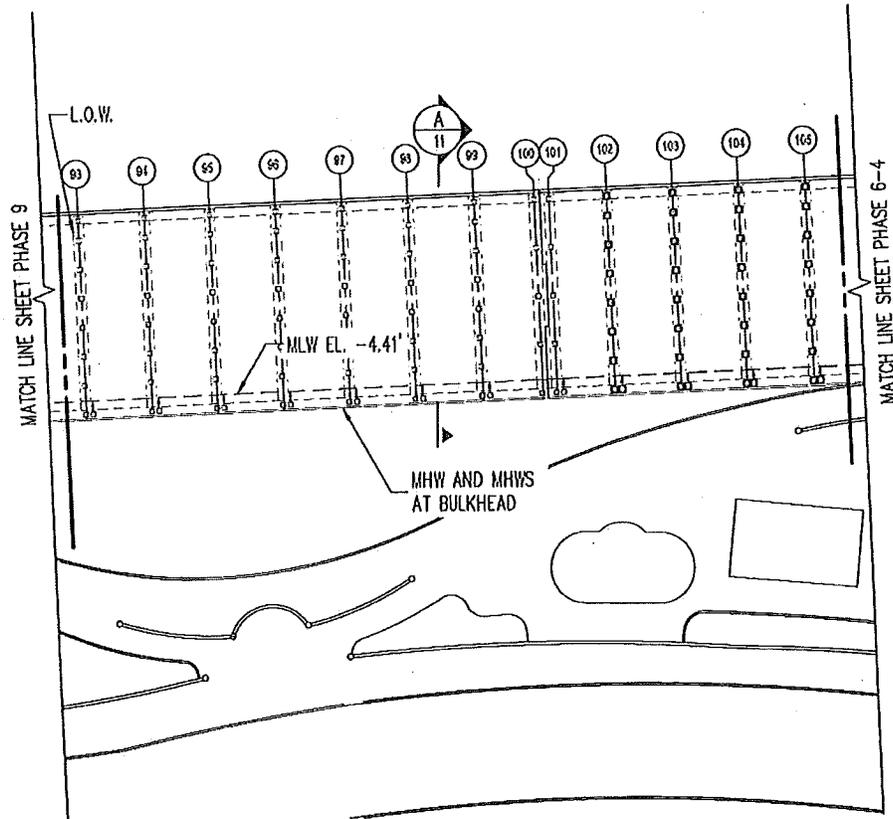
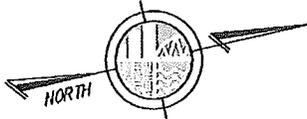
AGENT: M.G. McLAREN, P.C.
100 SNAKE HILL ROAD
WEST NYACK, N.Y. 10994

**2018 PHASE 6
SHEET 2 OF 4**

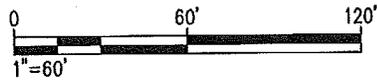
IN: MANHATTAN, NY
AT: BATTERY PARK CITY
COUNTY OF: NEW YORK
STATE: NY

SHT *4* OF *15* 03/30/2018

JUL 18 2018



PHASE 6 - SHEET 3 OF 4



NOTE:
L.O.W. = LIMIT OF WORK

LEGEND:

- 20" x 20" SQUARE PRESTRESSED CONCRETE PILE
- ⊥ 20" x 20" SQUARE PRESTRESSED CONCRETE BATTER PILE

PURPOSE: ESPLANADE REPAIRS

DATUM: MHD

ADJACENT OWNERS:
SEE ATTACHED LIST.

**BATTERY PARK CITY ESPLANADE
PILE REMEDIATION PROGRAM**

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

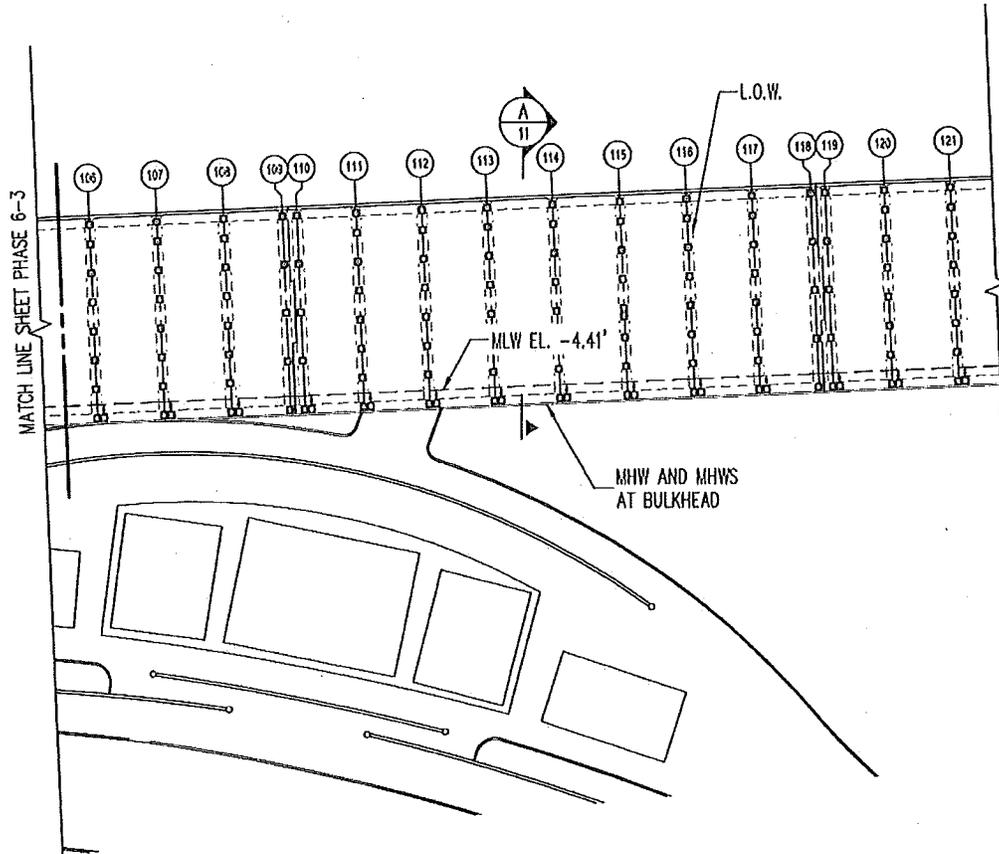
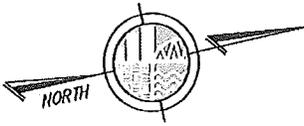
AGENT: M.G. McLAREN, P.C.
100 SNAKE HILL ROAD
WEST NYACK, N.Y. 10994

2018 PHASE 6
SHEET 3 OF 4

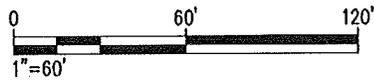
IN: MANHATTAN, NY
AT: BATTERY PARK CITY
COUNTY OF: NEW YORK
STATE: NY

SHT 5 OF 15 03/30/2018

JUL 18 2018



PHASE 6 - SHEET 4 OF 4



NOTE:
L.O.W. = LIMIT OF WORK

LEGEND:

- 20" x 20" SQUARE PRESTRESSED CONCRETE PILE
- ⌋ 20" x 20" SQUARE PRESTRESSED CONCRETE BATTER PILE

PURPOSE: ESPLANADE REPAIRS

DATUM: MHD
DJACENT OWNERS:
SEE ATTACHED LIST.

**BATTERY PARK CITY ESPLANADE
PILE REMEDIATION PROGRAM**

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

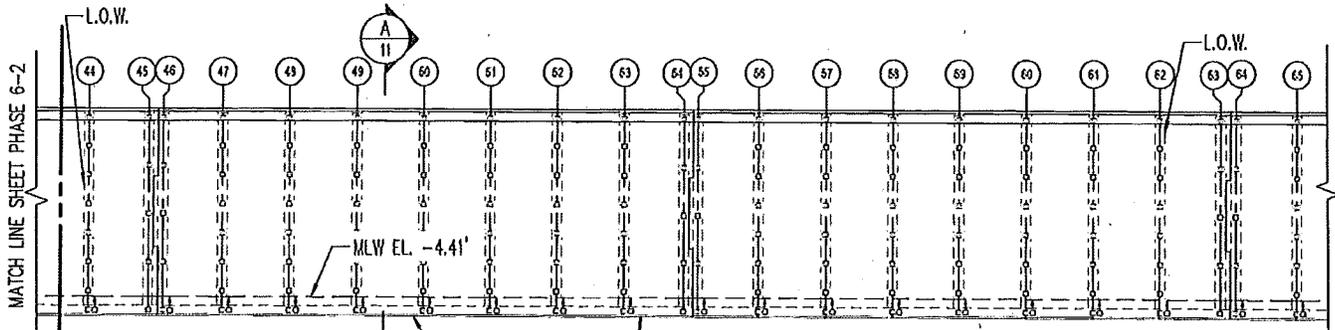
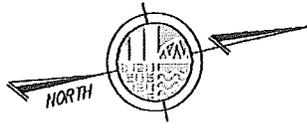
AGENT: M.G. McLAREN, P.C.
100 SNAKE HILL ROAD
WEST NYACK, N.Y. 10994

2018 PHASE 6
SHEET 4 OF 4

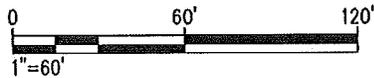
IN: MANHATTAN, NY
AT: BATTERY PARK CITY
COUNTY OF: NEW YORK
STATE: NY

SHT 6 OF 15 03/30/2018

JUL 18 2018



PHASE 7 - SHEET 1 OF 2



NOTE:
L.O.W. = LIMIT OF WORK

LEGEND:

- 20" x 20" SQUARE PRESTRESSED CONCRETE PILE
- ⊥ 20" x 20" SQUARE PRESTRESSED CONCRETE BATTER PILE

PURPOSE: ESPLANADE REPAIRS

DATUM: MHD
DJACENT OWNERS:
SEE ATTACHED LIST.

**BATTERY PARK CITY ESPLANADE
PILE REMEDIATION PROGRAM**

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

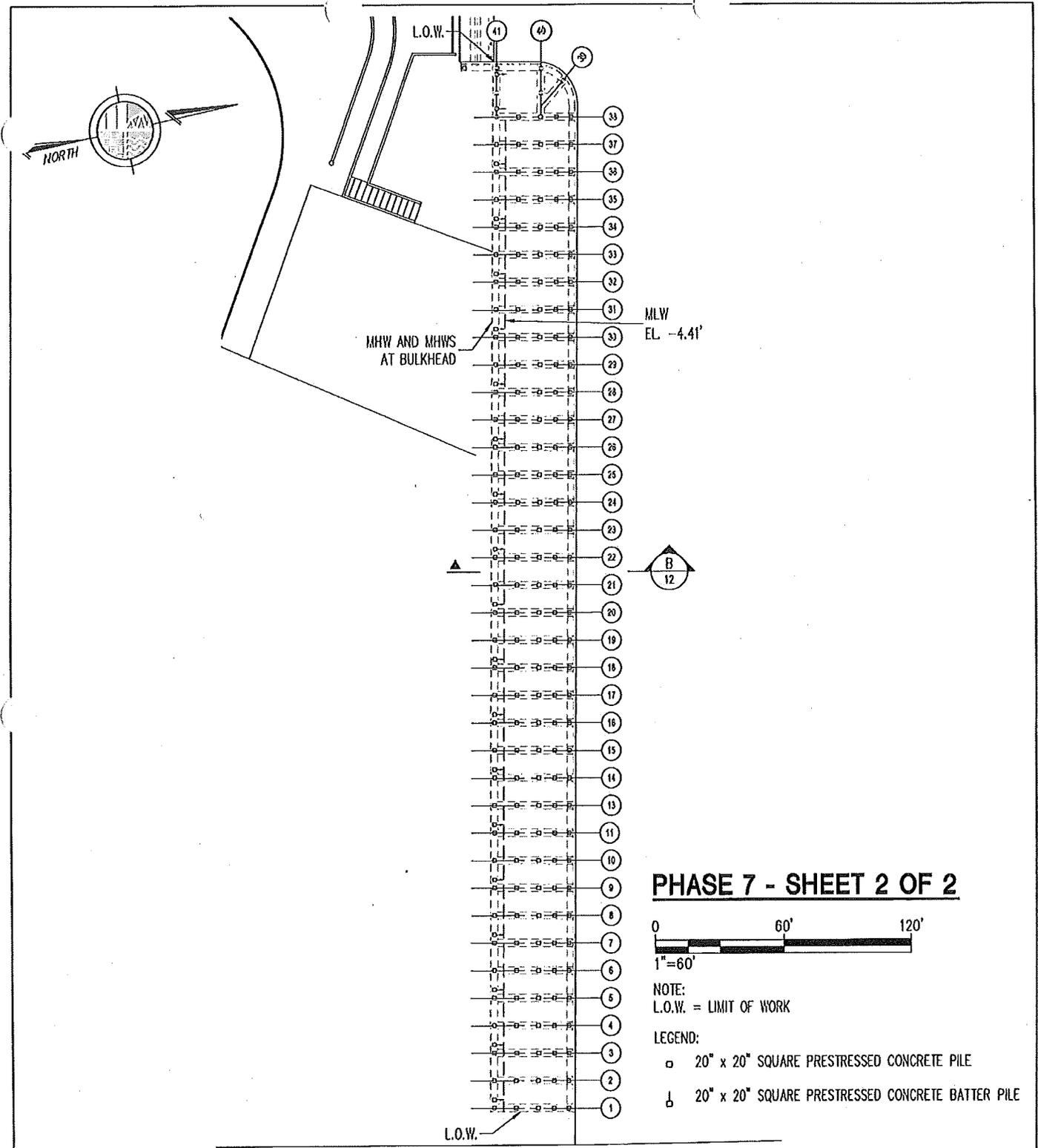
AGENT: M.G. McLAREN, P.C.
100 SNAKE HILL ROAD
WEST NYACK, N.Y. 10994

2019 PHASE 7
SHEET 1 OF 2

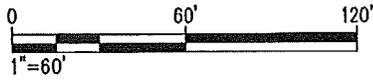
IN: MANHATTAN, NY
AT: BATTERY PARK CITY
COUNTY OF: NEW YORK
STATE: NY

SHT 7 OF 15 03/30/2018

JUL 18 2018



PHASE 7 - SHEET 2 OF 2



NOTE:
L.O.W. = LIMIT OF WORK

- LEGEND:
- 20" x 20" SQUARE PRESTRESSED CONCRETE PILE
 - ▤ 20" x 20" SQUARE PRESTRESSED CONCRETE BATTER PILE

PURPOSE: ESPLANADE REPAIRS

DATUM: MHD

ADJACENT OWNERS:
SEE ATTACHED LIST.

**BATTERY PARK CITY ESPLANADE
PILE REMEDIATION PROGRAM**

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

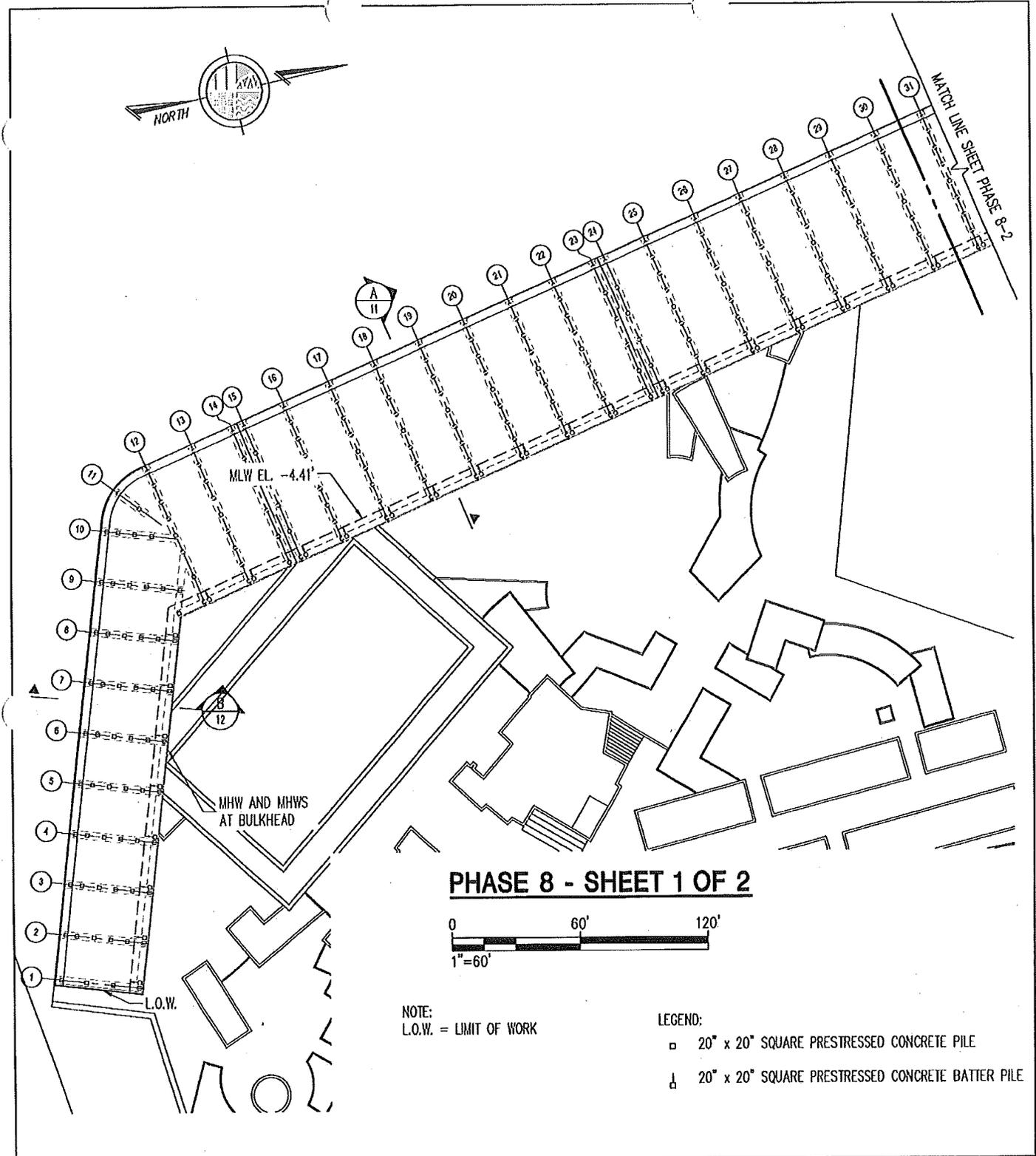
AGENT: M.G. McLAREN, P.C.
100 SNAKE HILL ROAD
WEST NYACK, N.Y. 10994

2019 PHASE 7
SHEET 2 OF 2

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

SHT 8 OF 15 03/30/2018

JUL 18 2018



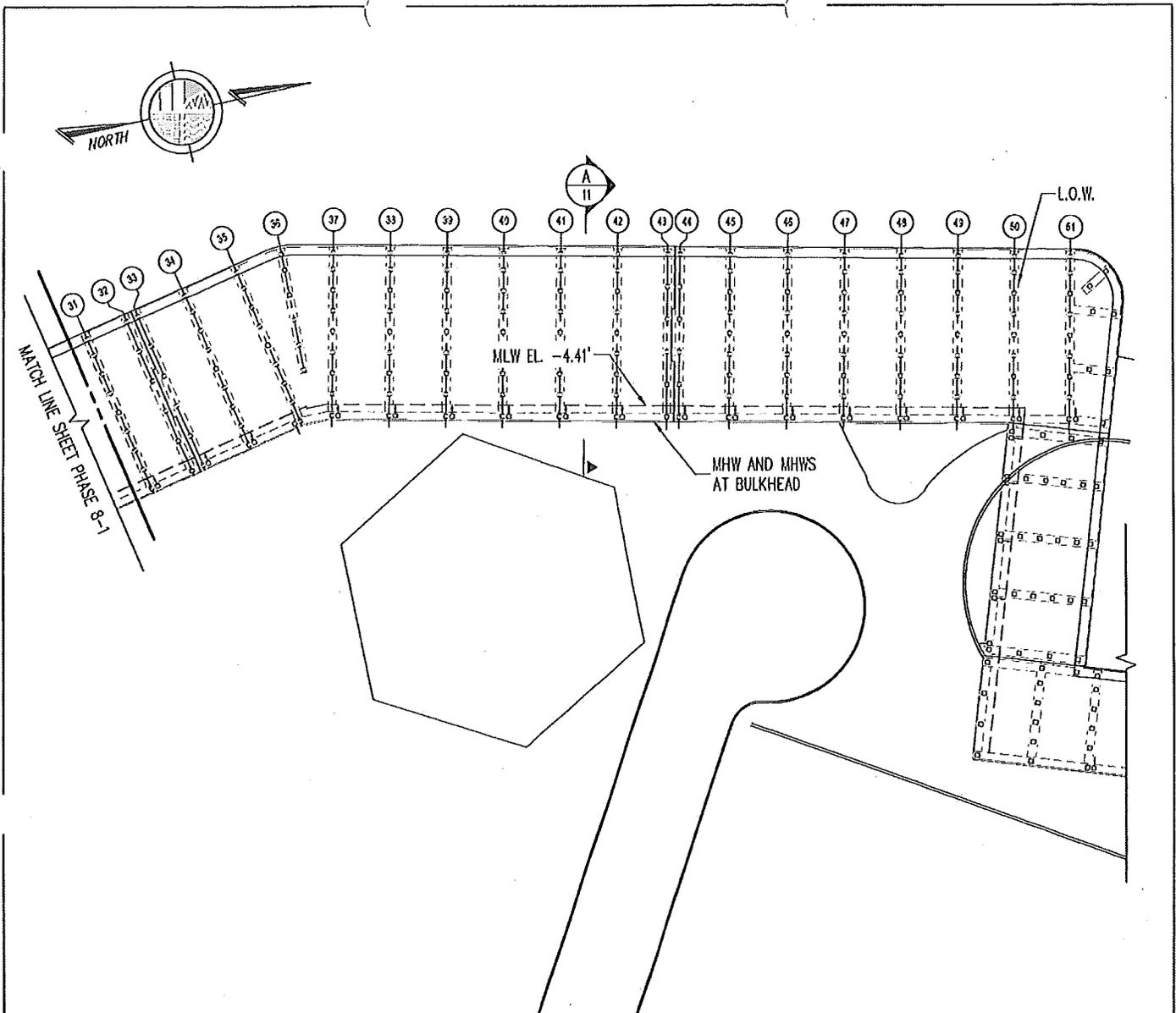
PHASE 8 - SHEET 1 OF 2

NOTE:
L.O.W. = LIMIT OF WORK

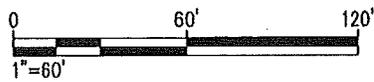
- LEGEND:
- 20" x 20" SQUARE PRESTRESSED CONCRETE PILE
 - ⊥ 20" x 20" SQUARE PRESTRESSED CONCRETE BATTER PILE

<p>PURPOSE: ESPLANADE REPAIRS</p> <p>DATUM: MHD</p> <p>ADJACENT OWNERS: SEE ATTACHED LIST.</p>	<p>BATTERY PARK CITY ESPLANADE PILE REMEDIATION PROGRAM</p> <p>APPLICANT: HUGH L. CAREY BATTERY PARK CITY AUTHORITY 200 LIBERTY ST., 24TH FLOOR NEW YORK, N.Y. 10281</p> <p>AGENT: M.G. McLAREN, P.C. 100 SNAKE HILL ROAD WEST NYACK, N.Y. 10994</p>	<p>2020 PHASE 8 SHEET 1 OF 2</p> <p>IN: MANHATTAN, NY AT: BATTERY PARK CITY COUNTY OF: NEW YORK STATE: NY</p> <p>SHT 9 OF 15 03/30/2018</p>
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JUL 18 2018



PHASE 8 - SHEET 2 OF 2



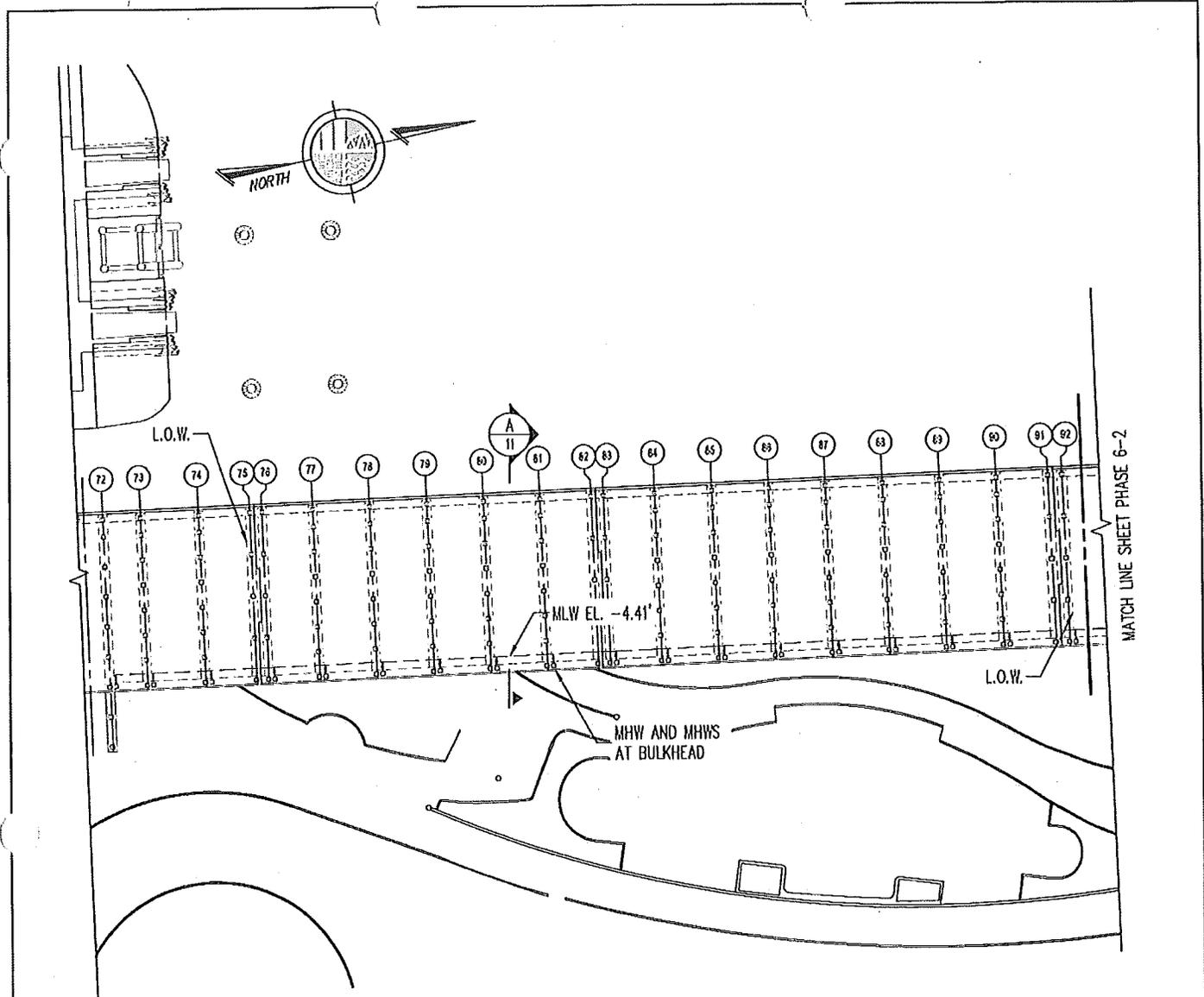
NOTE:
L.O.W. = LIMIT OF WORK

LEGEND:

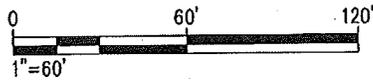
- 20" x 20" SQUARE PRESTRESSED CONCRETE PILE
- ⏚ 20" x 20" SQUARE PRESTRESSED CONCRETE BATTER PILE

<p>PURPOSE: ESPLANADE REPAIRS</p> <p>DATUM: MHD</p> <p>ADJACENT OWNERS: SEE ATTACHED LIST.</p>	<p>BATTERY PARK CITY ESPLANADE PILE REMEDIATION PROGRAM</p> <p>APPLICANT: HUGH L. CAREY BATTERY PARK CITY AUTHORITY 200 LIBERTY ST., 24TH FLOOR NEW YORK, N.Y. 10281</p> <p>AGENT: M.G. McLAREN, P.C. 100 SNAKE HILL ROAD WEST NYACK, N.Y. 10994</p>	<p>2020 PHASE 8 SHEET 1 OF 2</p> <p>IN: MANHATTAN, NY AT: BATTERY PARK CITY COUNTY OF: NEW YORK STATE: NY</p> <p>SHT 10 OF 15 03/30/2018</p>
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JUL 18 2018



PHASE 9



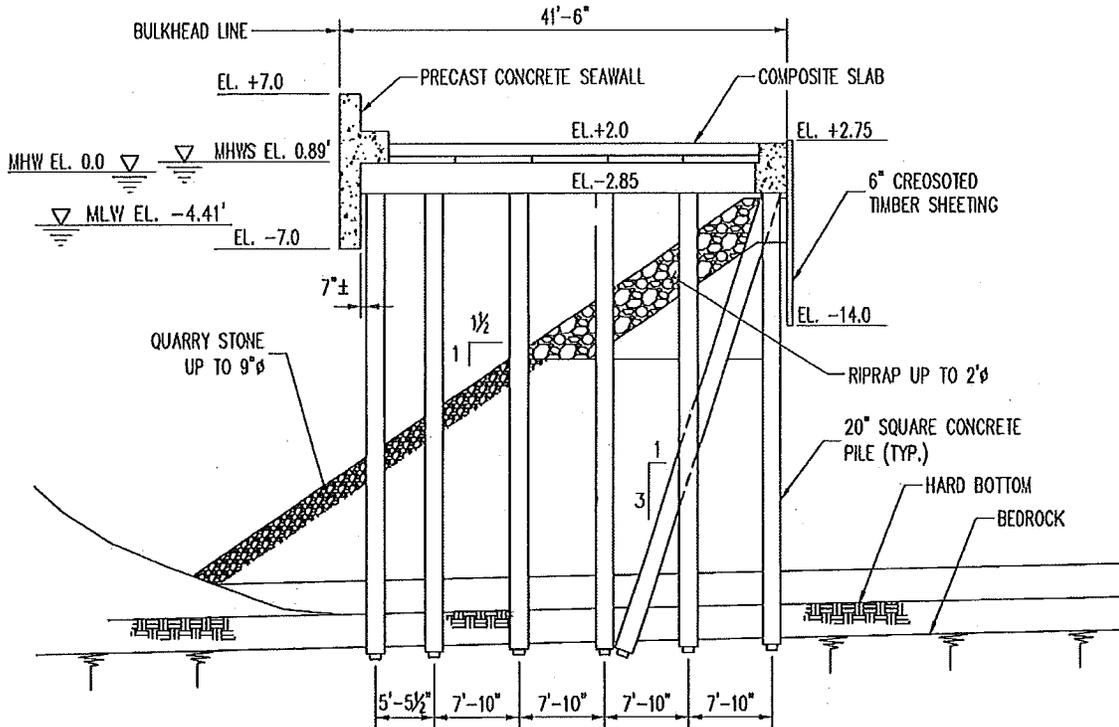
NOTE:
L.O.W. = LIMIT OF WORK

LEGEND:

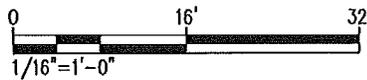
- 20" x 20" SQUARE PRESTRESSED CONCRETE PILE
- ▤ 20" x 20" SQUARE PRESTRESSED CONCRETE BATTER PILE

<p>PURPOSE: ESPLANADE REPAIRS</p> <p>DATUM: MHD</p> <p>ADJACENT OWNERS: SEE ATTACHED LIST.</p>	<p>BATTERY PARK CITY ESPLANADE PILE REMEDIATION PROGRAM</p> <p>APPLICANT: HUGH L. CAREY BATTERY PARK CITY AUTHORITY 200 LIBERTY ST., 24TH FLOOR NEW YORK, N.Y. 10281</p> <p>AGENT: M.G. McLAREN, P.C. 100 SNAKE HILL ROAD WEST NYACK, N.Y. 10994</p>	<p>2021 PHASE 9</p> <p>IN: MANHATTAN, NY AT: BATTERY PARK CITY COUNTY OF: NEW YORK STATE: NY</p> <p>SHT 18 OF 15 03/30/2018</p>
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JUL 18 2018

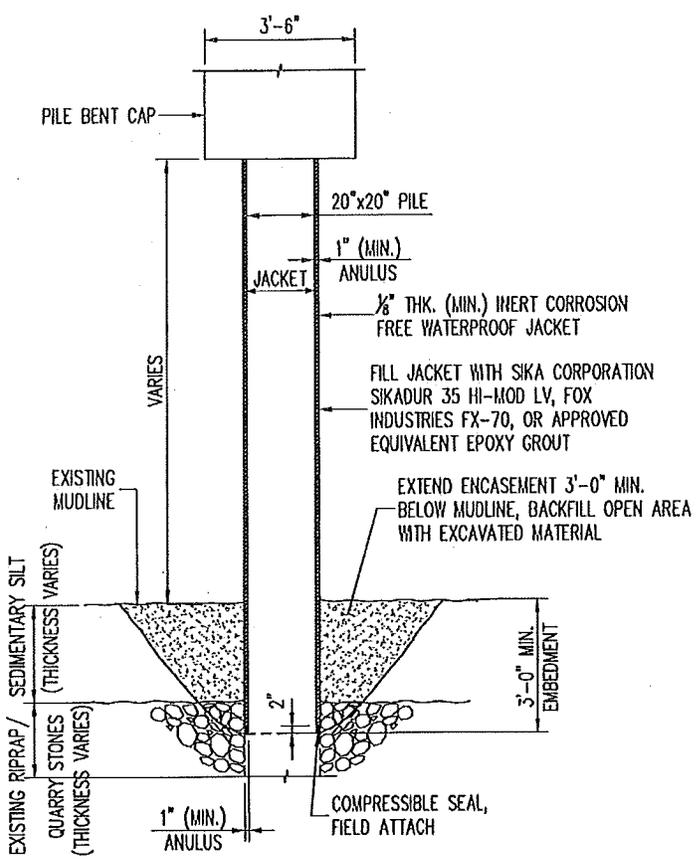


B TYPICAL EXISTING ESPLANADE SECTION

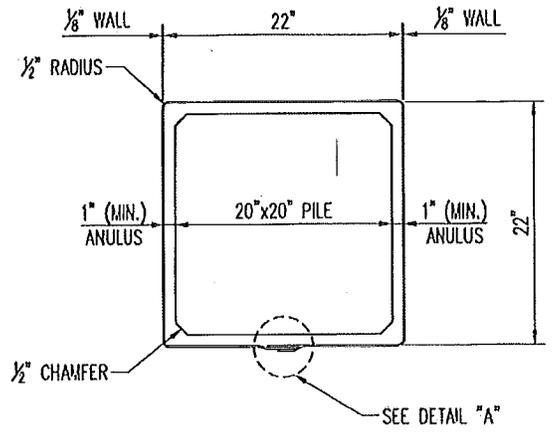


NOTE:
 SUBSURFACE PROFILE TAKEN FROM AS-BUILT "BATTERY PARK CITY"
 DRAWINGS DEVELOPED BY MUESER, RUTLEDGE, WENTWORTH, AND JOHNSTON
 CONSULTING ENGINEERS, DATED JUNE 17, 1974.

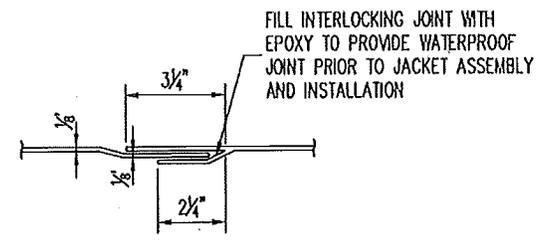
<p>PURPOSE: ESPLANADE REPAIRS</p> <p>DATUM: MHD</p> <p>ADJACENT OWNERS: SEE ATTACHED LIST.</p>	<p>BATTERY PARK CITY ESPLANADE PILE REMEDIATION PROGRAM</p> <p>APPLICANT: HUGH L. CAREY BATTERY PARK CITY AUTHORITY 200 LIBERTY ST., 24TH FLOOR NEW YORK, N.Y. 10281</p> <p>AGENT: M.G. McLAREN, P.C. 100 SNAKE HILL ROAD WEST NYACK, N.Y. 10994</p>	<p>TYPICAL EXISTING ESPLANADE SECTIONS 2</p> <p>IN: MANHATTAN, NY AT: BATTERY PARK CITY COUNTY OF: NEW YORK STATE: NY</p> <p>SHT 13 OF 15 03/30/2018</p>
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ELEVATION
1/4"=1'-0"

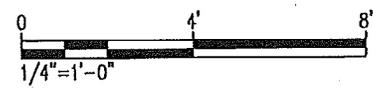


PLAN
3/4"=1'-0"



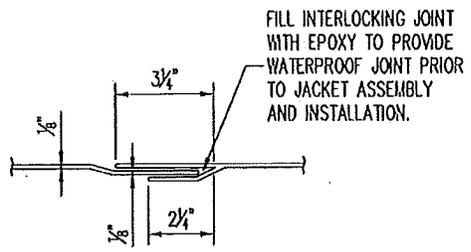
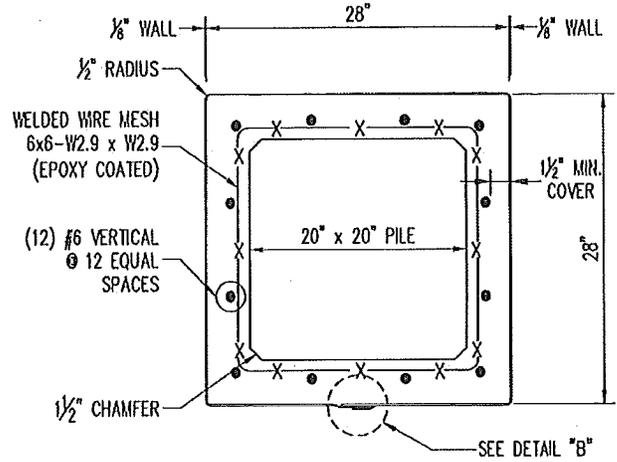
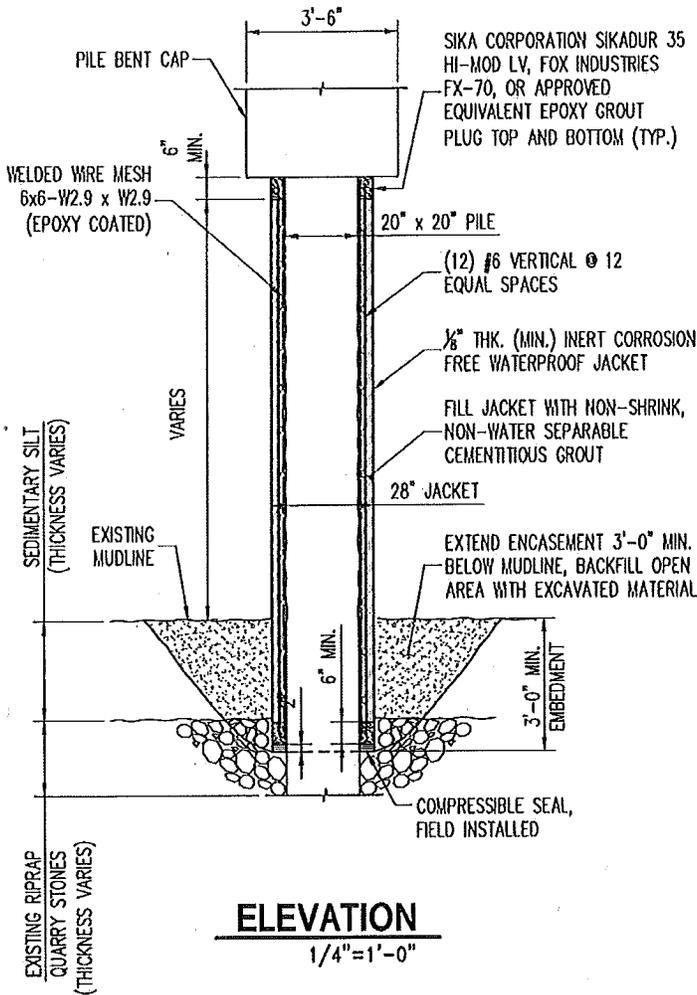
DETAIL 'A'
N.T.S.

EXPOXY GROUT PILE PROTECTION DETAILS
(SQUARE JACKET)



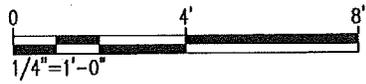
<p>PURPOSE: ESPLANADE REPAIRS</p> <p>DATUM: MHD</p> <p>ADJACENT OWNERS: SEE ATTACHED LIST.</p>	<p>BATTERY PARK CITY ESPLANADE PILE REMEDIATION PROGRAM</p> <p>APPLICANT: HUGH L. CAREY BATTERY PARK CITY AUTHORITY 200 LIBERTY ST., 24TH FLOOR NEW YORK, N.Y. 10281</p> <p>AGENT: M.G. McLAREN, P.C. 100 SNAKE HILL ROAD WEST NYACK, N.Y. 10994</p>	<p>EPOXY GROUT PILE PROTECTION</p> <p>IN: MANHATTAN, NY AT: BATTERY PARK CITY COUNTY OF: NEW YORK STATE: NY</p> <p>SHT 14 OF 15 03/30/2018</p>
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JUL 18 2018



CONCRETE PILE STRUCTURAL REPAIR DETAILS

(SQUARE JACKET)



<p>PURPOSE: ESPLANADE REPAIRS</p> <p>DATUM: MHD</p> <p>ADJACENT OWNERS: SEE ATTACHED LIST.</p>	<p>BATTERY PARK CITY ESPLANADE PILE REMEDIATION PROGRAM</p> <p>APPLICANT: HUGH L. CAREY BATTERY PARK CITY AUTHORITY 200 LIBERTY ST., 24TH FLOOR NEW YORK, N.Y. 10281</p> <p>AGENT: M.G. McLAREN, P.C. 100 SNAKE HILL ROAD WEST NYACK, N.Y. 10994</p>	<p>CONCRETE PILE STRUCTURAL REPAIR DETAIL</p> <p>IN: MANHATTAN, NY AT: BATTERY PARK CITY COUNTY OF: NEW YORK STATE: NY</p> <p>SHT 15 OF 15 03/30/2018</p>
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JUL 18 2018

Appendix 2 - PRELIMINARY JURISDICTIONAL DETERMINATION (PJD) FORM

BACKGROUND INFORMATION

A. REPORT COMPLETION DATE FOR PJD: July 16, 2018

B. NAME AND ADDRESS OF PERSON REQUESTING PJD: BPCA 200 Liberty Street, 24th Floor New York, New York 10281

C. DISTRICT OFFICE, FILE NAME, AND NUMBER: NY District, Battery Park City Authority, NAN-2018-00504-ESW

D. PROJECT LOCATION(S) AND BACKGROUND INFORMATION:

(USE THE TABLE BELOW TO DOCUMENT MULTIPLE AQUATIC RESOURCES AND/OR AQUATIC RESOURCES AT DIFFERENT SITES)

State: New York County/parish/borough: Manhattan City: New York

Center coordinates of site (lat/long in degree decimal format):

Lat.: 40.71344167 Long.: -74.0162084

Universal Transverse Mercator:

Name of nearest waterbody: Hudson River

E. REVIEW PERFORMED FOR SITE EVALUATION (CHECK ALL THAT APPLY):

Office (Desk) Determination. Date: July 16, 2018

Field Determination. Date(s):

TABLE OF AQUATIC RESOURCES IN REVIEW AREA WHICH "MAY BE" SUBJECT TO REGULATORY JURISDICTION.

Site number	Latitude (decimal degrees)	Longitude (decimal degrees)	Estimated amount of aquatic resource in review area (acreage and linear feet, if applicable)	Type of aquatic resource (i.e., wetland vs. non-wetland waters)	Geographic authority to which the aquatic resource "may be" subject (i.e., Section 404 or Section 10/404)
1	40.71344167	-74.0162084	2 acres	non-wetland waters	10/404

- 1) The Corps of Engineers believes that there may be jurisdictional aquatic resources in the review area, and the requestor of this PJD is hereby advised of his or her option to request and obtain an approved JD (AJD) for that review area based on an informed decision after having discussed the various types of JDs and their characteristics and circumstances when they may be appropriate.
- 2) In any circumstance where a permit applicant obtains an individual permit, or a Nationwide General Permit (NWP) or other general permit verification requiring "pre-construction notification" (PCN), or requests verification for a non-reporting NWP or other general permit, and the permit applicant has not requested an AJD for the activity, the permit applicant is hereby made aware that: (1) the permit applicant has elected to seek a permit authorization based on a PJD, which does not make an official determination of jurisdictional aquatic resources; (2) the applicant has the option to request an AJD before accepting the terms and conditions of the permit authorization, and that basing a permit authorization on an AJD could possibly result in less compensatory mitigation being required or different special conditions; (3) the applicant has the right to request an individual permit rather than accepting the terms and conditions of the NWP or other general permit authorization; (4) the applicant can accept a permit authorization and thereby agree to comply with all the terms and conditions of that permit, including whatever mitigation requirements the Corps has determined to be necessary; (5) undertaking any activity in reliance upon the subject permit authorization without requesting an AJD constitutes the applicant's acceptance of the use of the PJD; (6) accepting a permit authorization (e.g., signing a proffered individual permit) or undertaking any activity in reliance on any form of Corps permit authorization based on a PJD constitutes agreement that all aquatic resources in the review area affected in any way by that activity will be treated as jurisdictional, and waives any challenge to such jurisdiction in any administrative or judicial compliance or enforcement action, or in any administrative appeal or in any Federal court; and (7) whether the applicant elects to use either an AJD or a PJD, the JD will be processed as soon as practicable. Further, an AJD, a proffered individual permit (and all terms and conditions contained therein), or individual permit denial can be administratively appealed pursuant to 33 C.F.R. Part 331. If, during an administrative appeal, it becomes appropriate to make an official determination whether geographic jurisdiction exists over aquatic resources in the review area, or to provide an official delineation of jurisdictional aquatic resources in the review area, the Corps will provide an AJD to accomplish that result, as soon as is practicable. This PJD finds that there "*may be*" waters of the U.S. and/or that there "*may be*" navigable waters of the U.S. on the subject review area, and identifies all aquatic features in the review area that could be affected by the proposed activity, based on the following information:

SUPPORTING DATA. Data reviewed for PJD (check all that apply)

Checked items should be included in subject file. Appropriately reference sources below where indicated for all checked items:

- Maps, plans, plots or plat submitted by or on behalf of the PJD requestor:
Map: McLaren Engineering Group, dated March 30, 2018
- Data sheets prepared/submitted by or on behalf of the PJD requestor.
 - Office concurs with data sheets/delineation report.
 - Office does not concur with data sheets/delineation report. Rationale: _____
- Data sheets prepared by the Corps: _____
- Corps navigable waters' study: _____
- U.S. Geological Survey Hydrologic Atlas: _____
 - USGS NHD data.
 - USGS 8 and 12 digit HUC maps.
- U.S. Geological Survey map(s). Cite scale & quad name: _____
- Natural Resources Conservation Service Soil Survey. Citation: _____
- National wetlands inventory map(s). Cite name: _____
- State/local wetland inventory map(s): _____
- FEMA/FIRM maps: _____
- 100-year Floodplain Elevation is: _____ (National Geodetic Vertical Datum of 1929)
- Photographs: Aerial (Name & Date): _____
or Other (Name & Date): Existing conditions, April 2018
- Previous determination(s). File no. and date of response letter: _____
- Other information (please specify): Environmental Questionnaire, FCAF

IMPORTANT NOTE: The information recorded on this form has not necessarily been verified by the Corps and should not be relied upon for later jurisdictional determinations.

REGAN.AMANDA.MICHEL
LE.1384973287

Signature and date of
Regulatory staff member
completing PJD

Signature and date of
person requesting PJD
(REQUIRED, unless obtaining
the signature is impracticable)¹

¹ Districts may establish timeframes for requestor to return signed PJD forms. If the requestor does not respond within the established time frame, the district may presume concurrence and no additional follow up is necessary prior to finalizing an action.

EXHIBIT I

(Acknowledgement of Addenda)

RFP TITLE: _____

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

Part I

Listed below are the dates of issue for each Addendum received in connection with this RFP:

Addendum # 1, Dated _____, ____

Addendum # 2, Dated _____, ____

Addendum # 3, Dated _____, ____

Addendum # 4, Dated _____, ____

Addendum # 5, Dated _____, ____

Addendum # 6, Dated _____, ____

Part II Acknowledgement of No Receipt

_____ No Addendum was received in connection with this RFP

Part III

Proposer's Name: _____

Proposer's Authorized Representative:

Name: _____

Title: _____

Signature: _____

Date: _____

EXHIBIT J

List of BPCA & BPCPC Board Members and Employees

(attached)

LIST OF BOARD MEMBERS

George J. Tsuni

Donald Cappocia

Lester Petracca

Martha J. Gallo

Anthony Kendall

Louis J. Bevilacqua

Catherine McVay Hughes

EMPLOYEES:

Betzayda Abreu
Debbie Addison
Curtis Afzal
Elsa Alvarez
Dana Anders
Anthony Andriano
Stephen Arciold
Sharmila Baichu
Marie Baptiste
Brett Beecham
Freddy Belliard
Emily Birdseye
Nidia Blake-Reeder
LaToya Brooks-Jones
Nancy Buivid
Anthony Buquicchio
Peter Campbell
Frances Caperchi
Monica Centeno
Carlton Chotalal
Julissa Cooke
Gwen Dawson
Nicole Dawson
Gilbert DePadua
Paul Diaz-Larui
Tonasia Dopson
Patricia Ehlers
Abigail Ehrlich
Maria Ellison
Richard Faraino
Anitra Fauntleroy
Pamela Frederick
James Gallagher
Abigail Goldenberg
Anastasia Gonzalez
Lenron Goode
Neresa Gordon
Sakina Graves
Ned Greenberg
Evelyn Gregg
Jonathan Gross
Robert Hansen
Nicole Heater

Sankar Heerah
Stephanie Huayta
Craig Hudon
Amy Jogie
William John
Jasmine Johnson
Benjamin Jones
Roland Kemp
Ann Ketring
Susie Kim
Karl Koenig
Leandro Lafuente
Michael Lamancusa
Della Lee
Darnell Leslie
Rene Lopcy
Janira Lopez
Robert Maggi
Evelin Maisonet
Jonathan McCain
Princess McNeill
Vanessa Mesine
Ronnie Mohammed
Dana Morgera
Eric Munson
Lauren Murtha
Bertha Narcisse
Robert Nesmith
Siu May NG
Yoshihiro Nishida
Anne O'Neill
Maril Ortiz
Bienvenido Osorio
Kevin O'Toole
Hector Oyola
Willem Paillant
Jonathan Parker
Nimisha Haribaran Patel
Gladys Pearlman
Dahlia Pena
Anthony Peterson
Bruno Pomponio
Katherine Powell
Sandra Power

Robert Quon
Jason Rachnowitz
Madelin Ramirez
Manual Rivera
Anthony Robinson
Nelson Rogers
Jose Rosado
Holly Ross
Decorey Rowe
Carlos Santiago
Nicholas Sbordone
Jean Schwartz
Lindsey Senn
Rekha Sewraj
Sean Simon
Kemnarine Singh
Timothy Skipper
Sarah Smedley
Bruce Spierer
Nicole Stallworth-Roper
Shinay Stewart
Jerome Sturiano
Lance Super
John Tam
Taujuana Taylor
Alexis Torres
Ryan Torres
Douglas Van Horn
Noe Velasquez
Evangelio Villalobos
Jeffrey Vixamar
Sharon Wade
David Wallace
Eric White
Angela Whitehead
Dwight Williams
Kenneth Windman
Al Wright
Jouli Yohannes