RFP: **NYC Police Memorial Vault Conditioning And Storm Protection Design Project (the "Project")**

Date: **July 10, 2024**

RE: **Addendum #1**
of Pages: **23**

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1) The attendee list from the July 9, 2024 Pre-Proposal Meeting and Site Walkthrough – including the names and contact information of individual attendees as well as the respective names of their firms – is appended hereto as Attachment #1.
2) The RFP's Exhibit C – *BPCA's Standard Form of Contract*, is revised as follows: Articles 3 and 4 are to be replaced by the corresponding Articles appended hereto as Attachment #2.
3) The following visuals are hereby provided, for reference only:
   - A layout sketch showing the location of the Police Memorial vault (the "Vault") relative to the future flood barrier to be erected as part of the Battery Park City Authority's North/West Battery Park City Resiliency Project – appended hereto as Attachment #3A;
   - The original design drawings for the NYC Police Memorial's construction, appended hereto as Attachment #3B; and,
   - Photographs of the NYC Police Memorial vault's interior – appended hereto as Attachment #3C – which show its size and current condition.

By signing the line below, I am acknowledging that all pages of this Addendum #1 have been received, reviewed and understood, and will be incorporated into the Proposal submitted. This document must be attached to the Proposal for consideration.

_____	_____	_____
Print Name	Signature	Date

Number of pages received:_____ <fill in>

Distributed to: All prospective Proposers

ATTACHMENT #1
NYC POLICE MEMORIAL VAULT CONDITIONING AND STORM PROTECTION PROJECT – JULY 9, 2024 PRE-PROPOSAL MEETING AND SITE WALK-THROUGH ATTENDEE LIST

(ATTACHED)

BATTERY PARK CITY AUTHORITY

One World Financial Center

NEW * YORK

MEETING SIGN-IN SHEET

Subject: NYC Police Memorial VAULT Conditioning & Storm Protection

Date: 7/9/24

NAME	AFFILIATION	TELEPHONE	FAX
Mike LAMANCUSA	BPCA	212.417.4335	N/A
Kelly Greenfield	H2M arch+eng	516.695.4330	n/a
ARI ESKAMINESAD	MRCE	646-689-1429	n/A
Thomas Vosfnaar	M&S Engineering	917-750-7873	n/A
Joseph F. Masiello	AECOM	631 741 0729	—
Tom Lamb	Greenman-Pedersen (GPI)	518-225-3568	—
Kenny Pimenta	Velocity A&E	862-849-0743	N/A
A Buquicchio	BPCA	N/A	N/A
R Murray	BPCA	N/A	N/A
Janic Ngo	BPCA	N/A	N/A

ATTACHMENT #2
EXHIBIT C – BPCA'S STANDARD FORM OF CONTRACT,
ARTICLES 3 AND 4 (REVISED)

(ATTACHED)

3. Compensation

(a) For the performance and completion of the Work, BPCA shall pay Consultant a lump sum amount of $_____. (such sum is herein sometimes referred to as the "**Contract Price**"), provided, that if the Contract Price shall be expressly revised by a Change Order in accordance with Article 4 hereof, the Contract Price shall thereafter mean the Contract Price as so revised.

(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. Reimbursable expenses shall not exceed $_____. (the "Reimbursable Amount") unless agreed to otherwise in a Change Order issued in accordance with Article 4.

(c) Consultant shall be entitled to partial payment at monthly intervals, in an amount equal to the value of Work as determined by Consultant's estimate of percentage completion of each item on the Fee Schedule set forth in Exhibit B completed in that month. Consultant's estimate of the percentage completion is subject to the approval of BPCA. No partial payment made, nor approval of Consultant's estimate of percentage completion of the Work given for purposes of making a partial payment, shall constitute an acceptance of any Work not in accordance with the Contract Documents. Partial payments shall constitute advances against the Contract Price until final payment is made and accepted.

(d) Consultant shall submit monthly requests for payment (each, an "Invoice") to Owner that shall:

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

(ii) reference the project for which services were rendered;

(iii) estimate the percentage completion of each item on the Fee Schedule up to the effective date of the Invoice submission;

(iv) estimate the percentage completion of each item on the Fee Schedule completed within the previous month;

(v) calculate the dollar amount associated with the percentage completion of items completed in the previous month;

[if applicable:]

(vi) identify any reimbursable expenses incurred in the previous month; and

(vii) identify the total amount of reimbursable expenses previously paid by BPCA.

Invoices (together with all supporting documentation) shall be submitted by Consultant to BPCA by the seventh day of each calendar month for Work completed up to the last calendar day of the previous month or other day approved by BPCA. Consultant shall be entitled to payment only in the amount approved by BPCA with respect to such Invoices, each of which must be signed by the BPCA Project Manager before payment is made. The value of any Work included in an Invoice for partial payment which is found unacceptable by BPCA may be deducted from that or any subsequent Invoice.

(e) Owner shall pay Consultant in accordance with Owner's Prompt Payment Policy, a copy of which can be found in Exhibit E attached hereto. 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.

(f) All Invoices should be submitted electronically to bpcafinanceops@bpca.ny.gov and addressed as follows:

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

A duplicate copy is to be sent to the attention of Click or tap here to enter text. at Click or tap here to enter text..

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, 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 ("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 shall issue an amendment to this Agreement (a "Change Order") increasing the Consultant's Contract Price by an amount intended to cover Consultant's actual additional time required to perform the Extra Work, at the rates set forth in Exhibit C, or by such other reasonable amount agreed upon between Consultant and Owner. The Change Order shall also increase the Reimbursable Amount, if appropriate.

In the event that Owner reduces the scope of Work, Owner shall likewise issue a Change Order decreasing the Consultant's Contract Price. If one or more entire project phases are eliminated, Owner shall be entitled to decrease the Contract Price by the full amount identified on the Fee Schedule for the corresponding phase/s of Work.

In the absence of an agreement on the value of the Contract Price Increase or Decrease of a Change Order, Owner shall be entitled to issue a unilateral Change Order, subject only to Consultant's right to dispute that Change Order by bringing a claim against Owner.

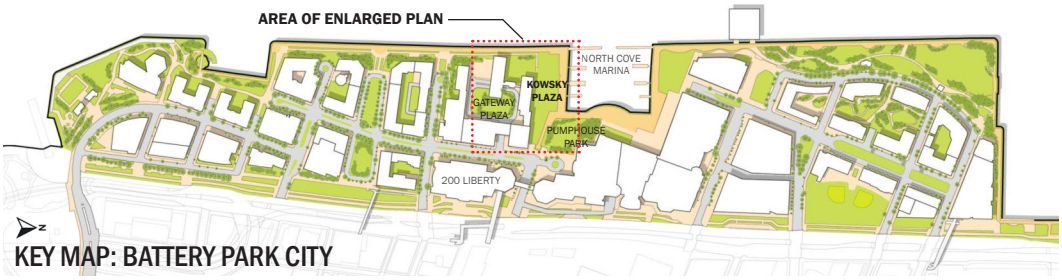
In no event shall Consultant be entitled to any compensation solely as a result of an extension of time to this Agreement or to the underlying Work. Consultant waives any claims to damages for delay.

ATTACHMENT #3A
POLICE MEMORIAL AREA
LAYOUT SKETCH

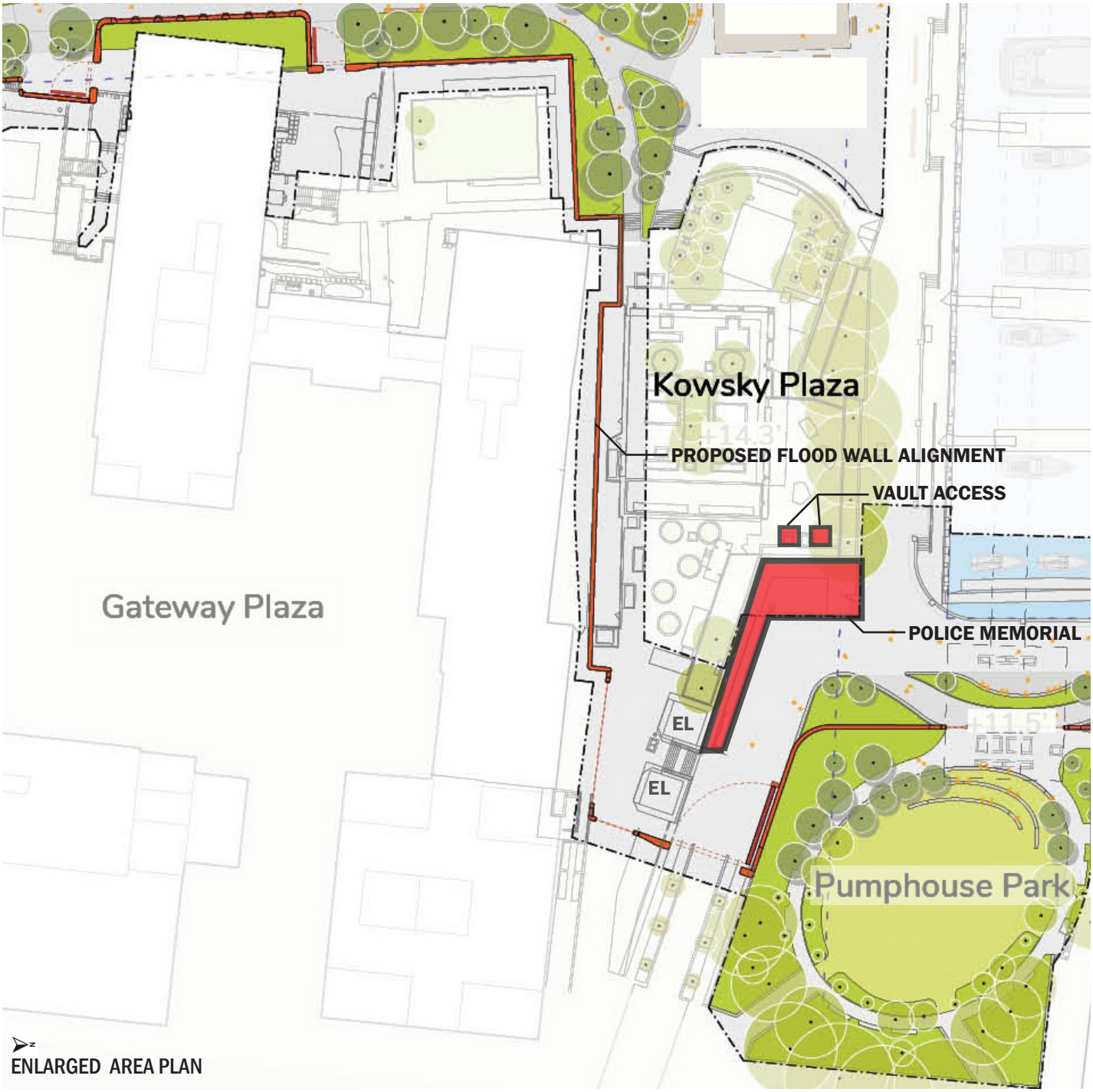
(ATTACHED)

POLICE MEMORIAL UNDERGROUND VAULT

PROJECT AREA IN RELATION TO NORTHWEST BATTERY PARK CITY RESILIENCY PROJECT FLOOD WALL ALIGNMENT



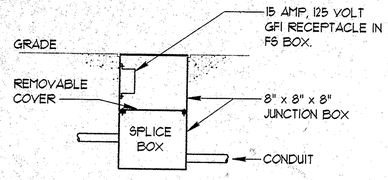
KEY MAP: BATTERY PARK CITY



ENLARGED AREA PLAN

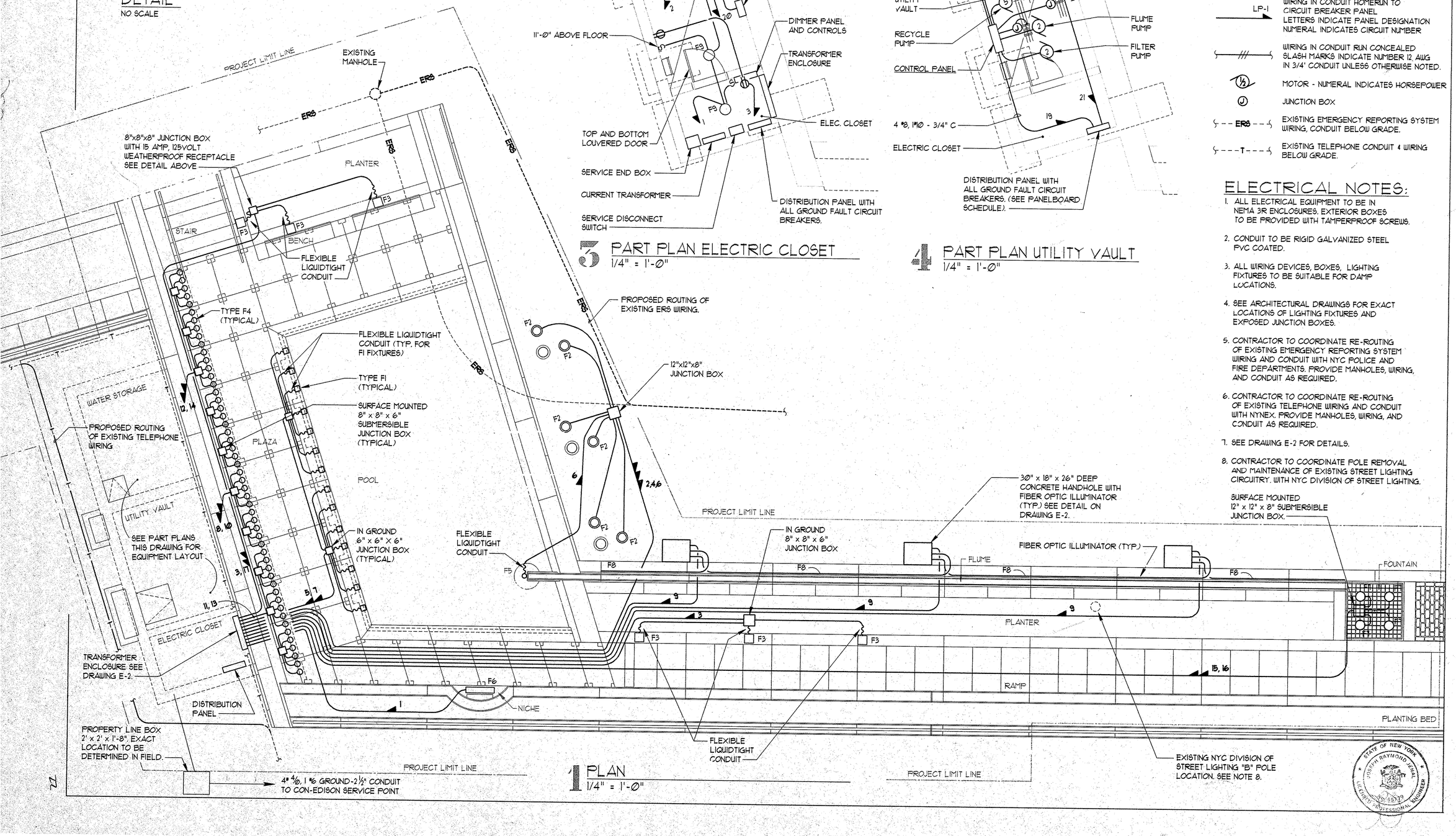
ATTACHMENT #3B
POLICE MEMORIAL
ORIGINAL DESIGN DRAWINGS

(ATTACHED)



JUNCTION BOX WITH RECEPTACLE DETAIL

NO SCALE



1 PLAN
1/4" = 1'-Ø"

5 PART PLAN ELECTRIC CLOSET
1/4" = 1'-Ø"

4 PART PLAN UTILITY VAULT
1/4" = 1'-Ø"

ELECTRICAL SYMBOL LIST

- F3 — LIGHTING FIXTURE, LETTER AND NUMBER INDICATES TYPE.
- DUPLEX RECEPTACLE - GFI TYPE
- S — SINGLE POLE TOGGLE SWITCH
- S_{TP} — THERMAL OVERLOAD SWITCH P - INDICATES PILOT LIGHT
- DISCONNECT SWITCH-60 INDICATES AMPERE SIZE, 3-INDICATES NUMBER OF POLES 30-INDICATES FUSE AMPERE SIZE NF-INDICATES NON-FUSED.
- LP-1 — WIRING IN CONDUIT HOMERUN TO CIRCUIT BREAKER PANEL LETTERS INDICATE PANEL DESIGNATION NUMERAL INDICATES CIRCUIT NUMBER
- WIRING IN CONDUIT RUN CONCEALED SLASH MARKS INDICATE NUMBER 12 AWG IN 3/4' CONDUIT UNLESS OTHERWISE NOTED.
- ½ — MOTOR - NUMERAL INDICATES HORSEPOWER
- J — JUNCTION BOX
- ERS — EXISTING EMERGENCY REPORTING SYSTEM WIRING, CONDUIT BELOW GRADE.
- T — EXISTING TELEPHONE CONDUIT & WIRING BELOW GRADE.

ELECTRICAL NOTES:

1. ALL ELECTRICAL EQUIPMENT TO BE IN NEMA 3R ENCLOSURES. EXTERIOR BOXES TO BE PROVIDED WITH TAMPERPROOF SCREWS.
2. CONDUIT TO BE RIGID GALVANIZED STEEL PVC COATED.
3. ALL WIRING DEVICES, BOXES, LIGHTING FIXTURES TO BE SUITABLE FOR DAMP LOCATIONS.
4. SEE ARCHITECTURAL DRAWINGS FOR EXACT LOCATIONS OF LIGHTING FIXTURES AND EXPOSED JUNCTION BOXES.
5. CONTRACTOR TO COORDINATE RE-ROUTING OF EXISTING EMERGENCY REPORTING SYSTEM WIRING AND CONDUIT WITH NYC POLICE AND FIRE DEPARTMENTS. PROVIDE MANHOLES, WIRING, AND CONDUIT AS REQUIRED.
6. CONTRACTOR TO COORDINATE RE-ROUTING OF EXISTING TELEPHONE WIRING AND CONDUIT WITH NYNEX. PROVIDE MANHOLES, WIRING, AND CONDUIT AS REQUIRED.
7. SEE DRAWING E-2 FOR DETAILS.
8. CONTRACTOR TO COORDINATE POLE REMOVAL AND MAINTENANCE OF EXISTING STREET LIGHTING CIRCUITRY. WITH NYC DIVISION OF STREET LIGHTING.

New York City Police Memorial

Battery Park City

BATTERY PARK CITY AUTHORITY
ONE WORLD FINANCIAL CENTER
NEW YORK, NY 10281

STRUCTURAL ENGINEER:
Weidlinger Associates
333 Seventh Avenue
New York, New York 10001
212 563 5200

ARCHITECT:
Stuart B. Crawford Architect
17 West 100th Street, #3W
New York, New York 10025
212 864 0055

MECHANICAL/ELECTRICAL/ PLUMBING ENGINEER:
BJLJ Architects & Engineers
393 Jericho Turnpike
Mineola, New York 11501
516 741 2222

LIGHTING CONSULTANT:
Domingo Gonzalez Design
47 Ann Street
New York, New York 10038
212 608 4800

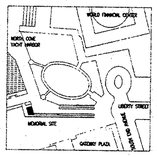
FOUNTAIN CONSULTANT:
Dr. Gerald Polevsky, PE
12 Pond Lane
Hastings-On-Hudson, NY 10706
914 478 2150

LANDSCAPE ARCHITECT:
Judith Heintz Landscape Arch.
62 Pearl Street
New York, New York 10004
212 344 3177

A1865 - BPCA027709

NORTH

LOCATION PLAN



REVISIONS:

No.	Date	Description

STATUS: FOR CONSTRUCTION

DRAWING TITLE:
ELECTRICAL PLAN

DATE: MAY 15, 1996

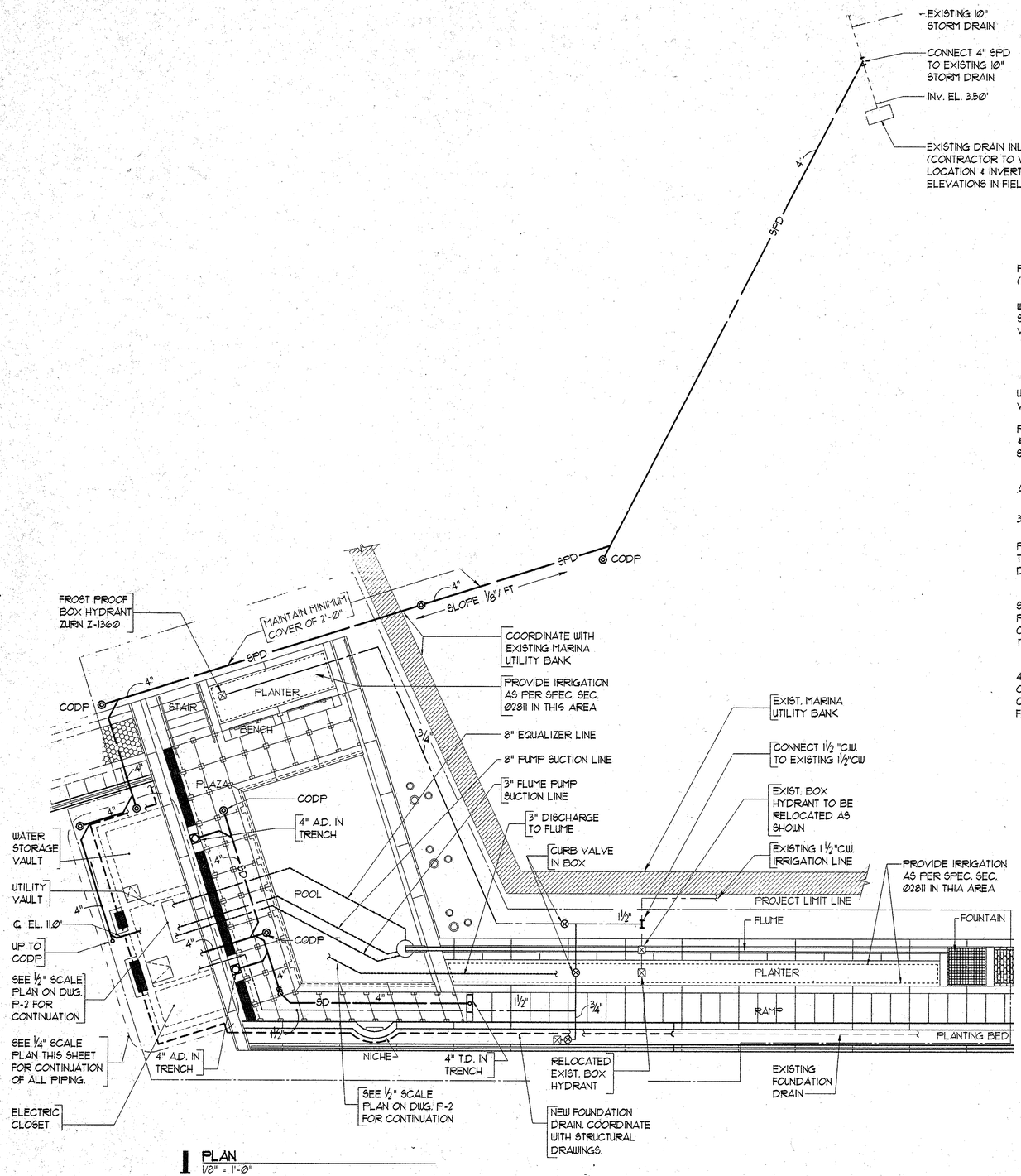
SCALE: 1/4" = 1'-Ø"

SHEET: **E.1**

STATE OF NEW YORK · JOSEPH RAYMOND FINAL · LICENSED PROFESSIONAL ENGINEER · 059379

22

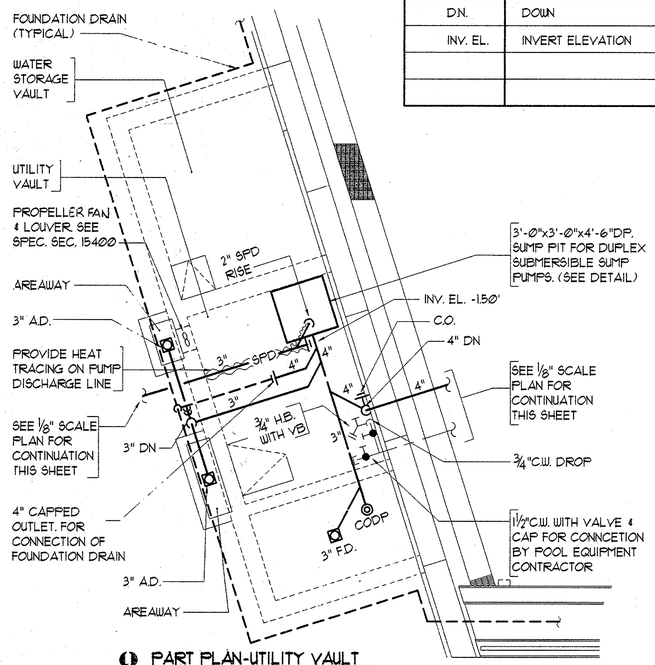
PLUMBING SYMBOLS & ABBREVIATIONS	
SD	STORM DRAIN
SPD	SUMP PUMP DISCHARGE
	COLD WATER LINE
AD	AREA DRAIN
FD	FLOOR DRAIN
TD	TRENCH DRAIN
CODP	CLEAN OUT DECK PLATE
	CLEAN OUT
	GATE VALVE
	HOSE BIBB
V.B.	VACUUM BREAKER
D.N.	DOWN
INV. EL.	INVERT ELEVATION



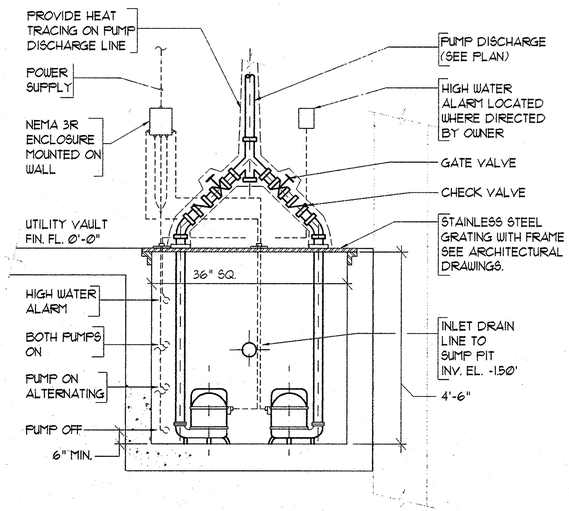
1 PLAN
1/8" = 1'-0"

NOTES:

1. COORDINATE LOCATIONS OF ALL VISIBLE PLUMBING DEVICES WITH ARCHITECTURAL DRAWINGS.
2. CONTRACTOR SHALL COORDINATE PIPING WITH ALL EXISTING UTILITIES AND FIBER OPTIC ILLUMINATOR BOXES IN AREA OF CONSTRUCTION.



2 PART PLAN-UTILITY VAULT
1/4" = 1'-0"



3 SUMP PUMPS AND PIT DETAIL
NOT TO SCALE

New York City Police Memorial

Battery Park City

BATTERY PARK CITY AUTHORITY
ONE WORLD FINANCIAL CENTER
NEW YORK, NY 10281

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333 Seventh Avenue
New York, New York 10001
212 563 5200

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New York, New York 10038
212 608 4800

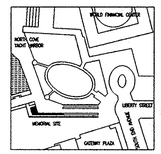
FOUNTAIN CONSULTANT:
Dr. Gerald Palevsky, PE
12 Pond Lane
Hastings-On-Hudson, NY 10706
914 478 2150

LANDSCAPE ARCHITECT:
Judith Heintz Landscape Arch.
62 Pearl Street
New York, New York 10004
212 344 3177

A1865 - BPCA027706

NORTH

LOCATION PLAN



REVISIONS:

No.	Date	Description

STATUS: FOR CONSTRUCTION

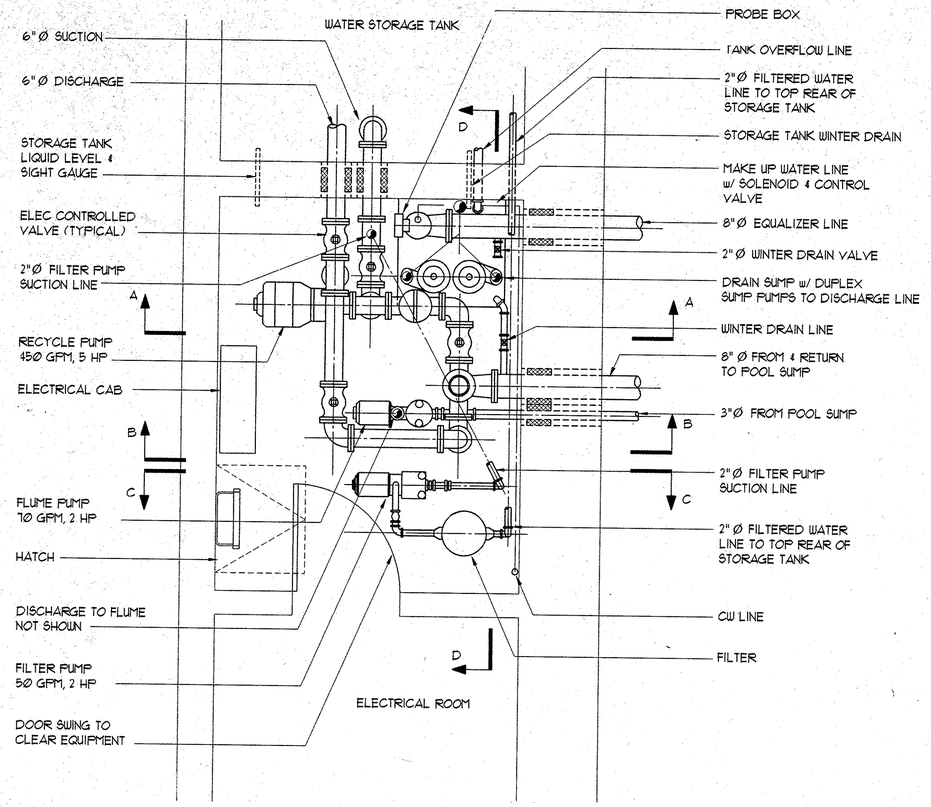
DRAWING TITLE:
PLUMBING PLAN

DATE: MAY 15, 1996

SCALE: AS NOTED

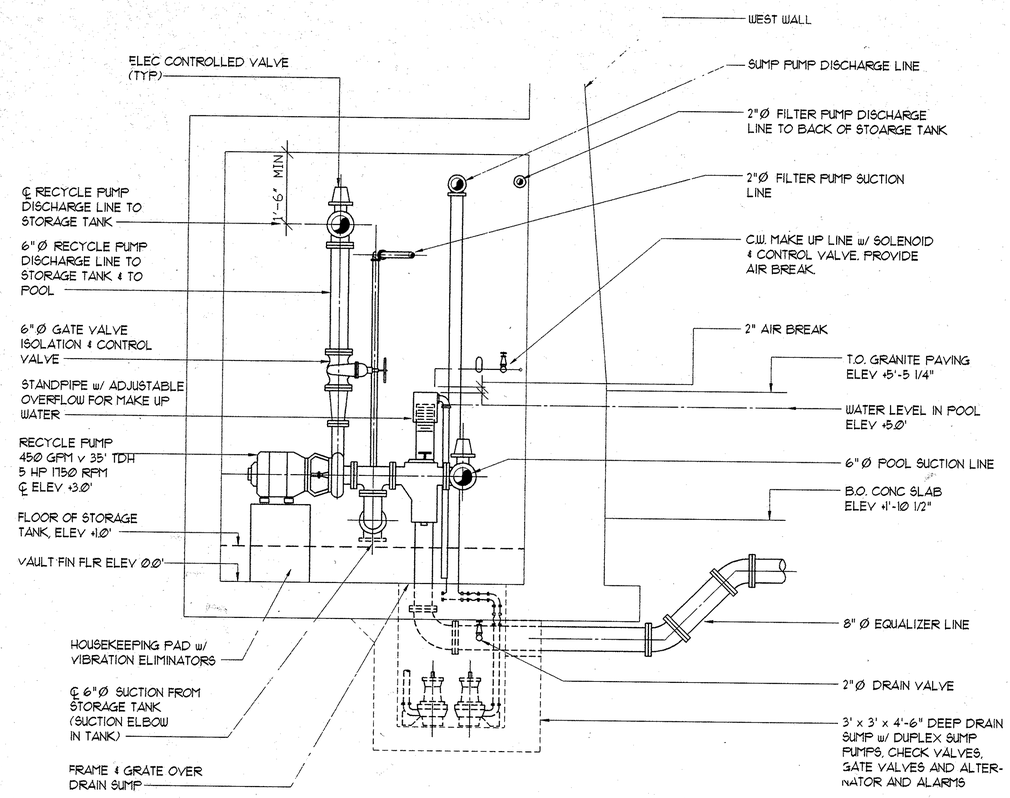
SHEET: **P.1**

STATE OF NEW YORK · JOSEPH RAYMOND FLYNN · LICENSED PROFESSIONAL ENGINEER · No. 45770



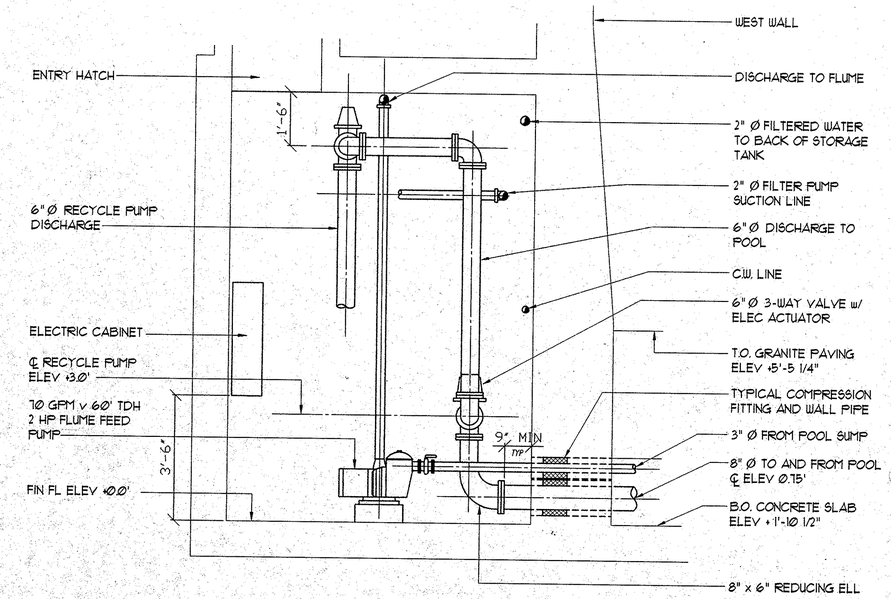
PLAN

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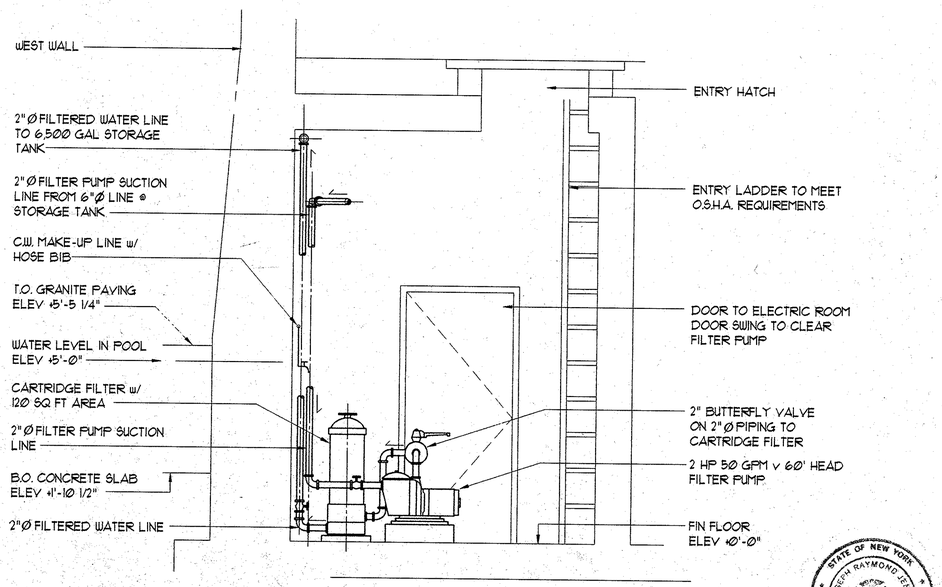
SECTION A-A

SCALE: 1/2" = 1'-Ø"



SECTION B-B

SCALE: 1/2" = 1'-Ø"



SECTION C-C

SCALE: 1/2" = 1'-Ø"

New York City Police Memorial

Battery Park City

BATTERY PARK CITY AUTHORITY
ONE WORLD FINANCIAL CENTER
NEW YORK, NY 10281

STRUCTURAL ENGINEER:
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333 Seventh Avenue
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212 608 4800

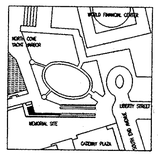
FOUNTAIN CONSULTANT:
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12 Pond Lane
Hastings-On-Hudson, NY 10706
914 478 2150

LANDSCAPE ARCHITECT:
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212 344 3177

A1865 - BPCA027707

NORTH

LOCATION PLAN



REVISIONS:

No.	Date	Description

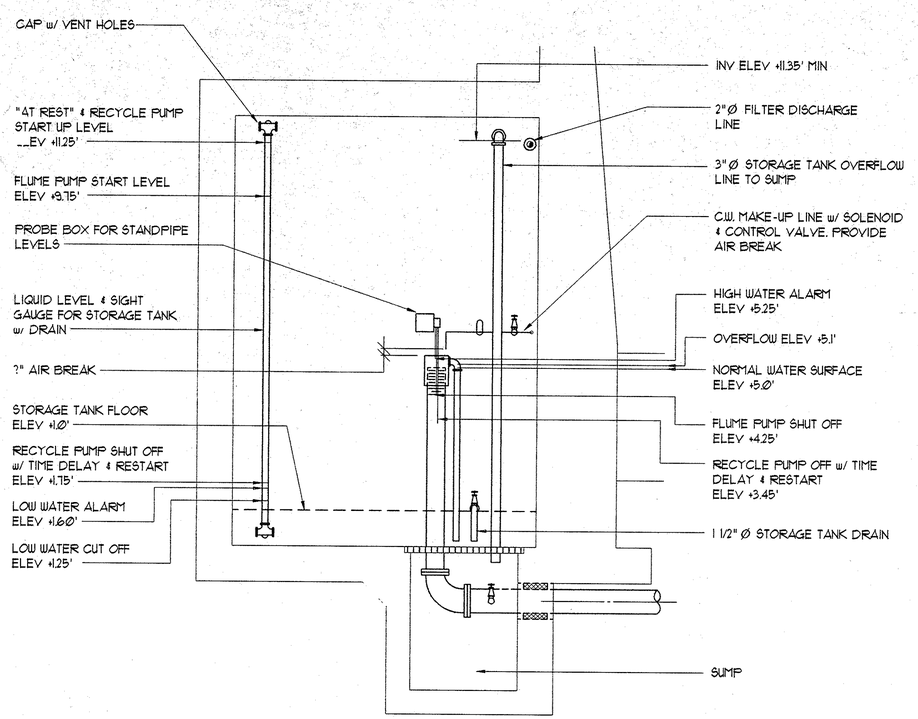
STATUS: FOR CONSTRUCTION

DRAWING TITLE: PLUMBING DETAILS

DATE: MAY 15, 1~~2006~~

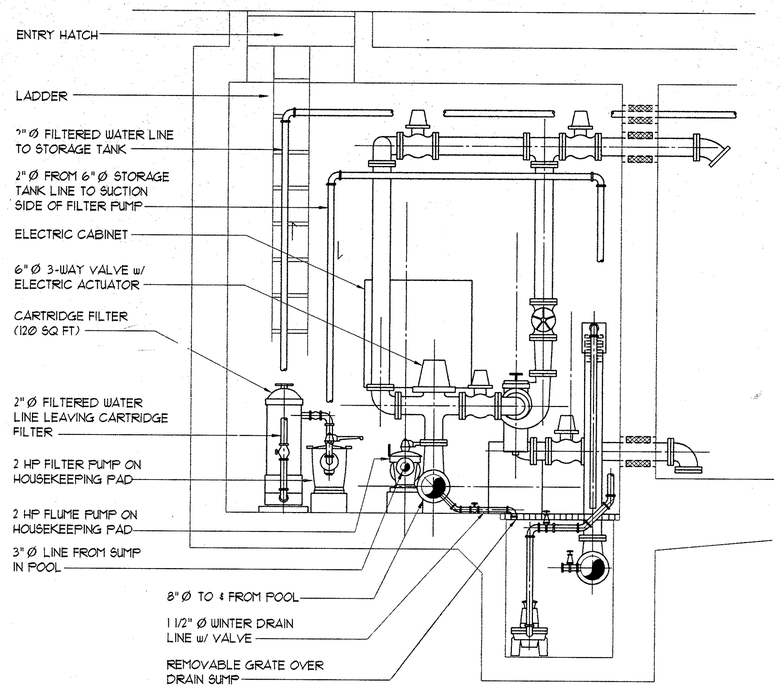
SCALE: AS NOTED

SHEET: **P.2**



SECTION @ FACE OF STORAGE TANK

SCALE: 1/2" = 1'-0"



SECTION D-D

SCALE: 1/2" = 1'-0"

New York City Police Memorial

Battery Park City

BATTERY PARK CITY AUTHORITY
ONE WORLD FINANCIAL CENTER
NEW YORK, NY 10281

STRUCTURAL ENGINEER:
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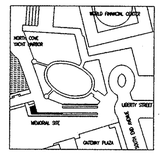
FOUNTAIN CONSULTANT:
Dr. Gerald Polevsky, PE
12 Pond Lane
Hastings-On-Hudson, NY 10706
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LANDSCAPE ARCHITECT:
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212 344 3177

A1865 - BPCA027708

NORTH

LOCATION PLAN



REVISIONS:

No.	Date	Description

STATUS: FOR CONSTRUCTION

DRAWING TITLE:

PLUMBING DETAILS

DATE: MAY 15, 1996

SCALE: 1/2" = 1'-0"

SHEET: **P.3**



12

ATTACHMENT #3C
PHOTOGRAPHS OF
POLICE MEMORIAL VAULT INTERIOR

(ATTACHED)




IGHTS
PNL.
MEM. LIGHTS
PULL BOX






P2-120N4
FPS System
PROMATON ENGINEERING
P2-120N4
CE




PROMATION ENGINEERING
P8-120N4
AMERICAN VALVE

FPS Systems