

Hugh L. Carey Battery Park City Authority
Meeting of the Members
200 Liberty Street, 24th floor
New York, New York 10281
October 1, 2025
2:00 p.m.

AGENDA

- I. CALL TO ORDER
- II. APPROVAL OF AUGUST 5, 2025 MINUTES
- III. PUBLIC COMMENT
- IV. MOTION TO CONDUCT EXECUTIVE SESSION TO DISCUSS NEGOTIATIONS RELATED TO THE LEASE OF REAL PROPERTY, THE PUBLICITY OF WHICH COULD SUBSTANTIALLY AFFECT THE VALUE OF THE RELEVANT PROPERTIES
- V. PRESIDENT’S REPORT
- VI. AUDIT COMMITTEE MEETING REPORT
- VII. CORPORATE ACTION
 - A. Authorization to Enter into a GMP Amendment to the Contract (Progressive Design-Build Contract for the NWBPC Resiliency Project)
 - B. Authorization to Enter into an Agreement with Tectonic for the NWBPC Resiliency Special Inspections
 - C. Authorization to Enter into an Agreement with Allmark for Roll Up Door Maintenance
 - D. Appointment of the General Counsel and Corporate Secretary and Ratification, Confirmation and Authorization to Sign Financial and Bank-Related Documentation
 - E. October 1st Consent Agenda
 - 1. Authorization to Enter into an Agreement with Languages Inc. for Translation and Interpretation Services
 - 2. Authorization to Enter into an Agreement with Genuine for RPZ Maintenance
- VIII. MOTION TO ADJOURN

**AUTHORIZATION TO ENTER INTO A GUARANTEED MAXIMUM PRICE
AMENDMENT (AMENDMENT NO. 5) TO BPCA'S PROGRESSIVE DESIGN-BUILD
CONTRACT FOR THE NORTH/WEST BATTERY PARK CITY RESILIENCY PROJECT
WITH TURNER SPC A JOINT VENTURE**

BE IT RESOLVED that, in accordance with the materials presented at this meeting, the President and Chief Executive Officer (the "President") of the Battery Park City Authority (the "Authority") or her/his designee(s) be, and each of them hereby is, authorized and empowered to enter into a Guaranteed Maximum Price Amendment ("GMP Amendment") to the Progressive Design-Build Contract for the North/West Battery Park City Resiliency Project with Turner SPC a Joint Venture in the amount of \$1,626,050,000, for a total Contract value of \$1,770,000,000, it being understood that the Authority shall only be liable to the extent of the monies available to the Authority for the purpose thereof; and be it further,

RESOLVED, that the President or her/his designee(s) be, and each of them hereby is, authorized and empowered to execute and deliver the GMP Amendment on behalf of the Authority, subject to such changes as the officer or officers shall, with the advice of counsel, approve as necessary and appropriate and in the best interests of the Authority, such approval to be conclusively evidenced by the execution and delivery of the GMP Amendment; and be it further,

RESOLVED, that the President or her/his designee(s) be, and each of them hereby is, authorized and empowered to execute all such other and further documents and to take all such other and further actions as may be necessary, desirable or appropriate in connection with the transactions contemplated in the foregoing resolutions, and any such execution of documents and any other further actions heretofore taken are hereby ratified and any actions hereafter taken are confirmed and approved.

AUTHORIZATION TO ENTER INTO A CONTRACT WITH TECTONIC ENGINEERING CONSULTANTS, GEOLOGISTS & LAND SURVEYORS, DPC FOR NORTH / WEST BATTERY PARK CITY RESILIENCY SPECIAL INSPECTIONS AND LABORATORY TESTING SERVICES

BE IT RESOLVED that, in accordance with the materials presented at this meeting, the President and Chief Executive Officer (the “President”) of the Battery Park City Authority (the “Authority”) or her/his designee(s) be, and each of them hereby is, authorized and empowered to enter into a contract (the “Contract”) with Tectonic Engineering Consultants, Geologists & Land Surveyors, DPC (“Tectonic”) for the performance of special inspections and associated laboratory testing services required for the North / West Battery Park City Resiliency Project (the “NWBPCR Project”), for a term of sixty (60) months with two (2) additional one-year renewal options, at the Authority’s sole discretion, in a not-to-exceed amount of \$10,000,000.00; and be it further

RESOLVED, that the President or her/his designee(s) be, and each of them hereby is, authorized and empowered to execute and deliver the Contract on behalf of the Authority, subject to such changes as the officer or officers shall, with the advice of counsel, approve as necessary and appropriate and in the best interests of the Authority, such approval to be conclusively evidenced by the execution and delivery of the Contract; and be it further

RESOLVED, that the President or her/his designee(s) be, and each of them hereby is, authorized and empowered to execute all such other and further documents and to take all such other and further actions as may be necessary, desirable or appropriate in connection with the transactions contemplated in the foregoing resolutions, and any such execution of documents and any other further actions heretofore taken are hereby ratified and any actions hereafter taken are confirmed and approved.

**AUTHORIZATION TO ENTER INTO A CONTRACT WITH ALLMARK DOOR CO. LLC FOR
ROLL UP DOOR INSPECTION, MAINTENANCE AND REPAIR SERVICES**

BE IT RESOLVED that, in accordance with the materials presented at this meeting, the President and Chief Executive Officer (the "President") of the Battery Park City Authority (the "Authority") or her/his designee(s) be, and each of them hereby is, authorized and empowered to enter into a contract (the "Contract") with Allmark Door Co. LLC ("Allmark") to provide roll up door inspection, maintenance, and repair services for a term of three (3) years in a not-to-exceed amount of \$549,000.00, with the option to renew the Contract for two (2) additional years for an additional not-to-exceed amount of \$366,000.00, for a total not-to-exceed amount of \$915,000.00 for five (5) years; and be it further,

RESOLVED, that the President or her/his designee(s) be, and each of them hereby is, authorized and empowered to execute and deliver the Contract on behalf of the Authority, subject to such changes as the officer or officers shall, with the advice of counsel, approve as necessary and appropriate and in the best interests of the Authority, such approval to be conclusively evidenced by the execution and delivery of the Contract; and be it further,

RESOLVED, that the President or her/his designee(s) be, and each of them hereby is, authorized and empowered to execute all such other and further documents and to take all such other and further actions as may be necessary, desirable, or appropriate in connection with the transactions contemplated in the foregoing resolutions, and any such execution of documents and any other further actions heretofore taken are hereby ratified and any actions hereafter taken are confirmed and approved.

RATIFICATION, CONFIRMATION AND AUTHORIZATION TO SIGN FINANCIAL AND BANK-RELATED DOCUMENTATION, INCLUDING CHECKS, VOUCHERS, REQUISITIONS AND OTHER INSTRUMENTS

BE IT RESOLVED, that consistent with Battery Park City Authority's (the "Authority") enabling legislation and By-Laws, we hereby ratify, confirm and authorize the officers identified below and on the attached Incumbency Certificate to transact business and issue instructions to banking and financial institutions on behalf of the Authority, provided that any documentation relating to such transactions that exceeds \$50,000 must be signed by at least two of the following Authorized Officers:

Raju Mann, President & Chief Executive Officer
Goldie Weixel, General Counsel & Corporate Secretary
Pamela Frederick, Chief Financial Officer/Treasurer

This authorization shall include, but not be limited to, execution of documentation in connection with financial and banking transactions, requisitions of monies, signing of checks, vouchers, requisitions and other instruments made by the Authority or to which the Authority may be a party; and be it further

RESOLVED, that any and all actions taken by any of the Authorized Officers in connection with the above transactions, actions or filings are hereby ratified, confirmed and approved; and be it further

RESOLVED, that the Assistant Corporate Secretary of the Authority be, and hereby is, directed to file this resolution with the minutes of this meeting.

AUTHORIZATION TO ENTER INTO AN AGREEMENT WITH LANGUAGERS INC.

BE IT RESOLVED that in accordance with the materials presented to this meeting, the President and Chief Executive Officer of the Hugh L. Carey Battery Park City Authority (the "President") or her/his designee(s) be, and each of them hereby is, authorized and empowered to enter into an agreement with Languages Inc. to provide translation and interpretation services for a term of five (5) years in the not-to-exceed amount of \$150,000, and be it further

RESOLVED, that the President or her/his designee(s) be, and each of them hereby is, authorized and empowered to execute and deliver the contract on behalf of the Hugh L. Carey Battery Park City Authority, subject to such changes as the officer or officers shall, with the advice of counsel, approve as necessary and appropriate and in the best interests of the Authority, such approval to be conclusively evidenced by the execution and delivery of the contract; and be it further

RESOLVED, that the President or her/his designee(s) be, and each of them hereby is, authorized and empowered to execute all such other and further documents and to take all such other and further actions as may be necessary, desirable or appropriate in connection with the transactions contemplated in the foregoing resolutions, and any such execution of documents and any other further actions heretofore taken are hereby ratified and any actions hereafter taken are confirmed and approved.

AUTHORIZATION TO ENTER INTO A CONTRACT WITH GENUINE PLUMBING & HEATING, LLC FOR REDUCED PRESSURE ZONE BACKFLOW PREVENTER MAINTENANCE, REPAIR AND TESTING SERVICES

BE IT RESOLVED that, in accordance with the materials presented at this meeting, the President and Chief Executive Officer (the “President”) of the Battery Park City Authority (the “Authority”) or her/his designee(s) be, and each of them hereby is, authorized and empowered to enter into a contract (the “Contract”) with Genuine Plumbing & Heating, LLC (“Genuine”) to provide maintenance, repair, and testing services for reduced pressure zone backflow preventers for a term of five (5) years in a not-to-exceed amount of \$140,000.00; and be it further,

RESOLVED, that the President or her/his designee(s) be, and each of them hereby is, authorized and empowered to execute and deliver the Contract on behalf of the Authority, subject to such changes as the officer or officers shall, with the advice of counsel, approve as necessary and appropriate and in the best interests of the Authority, such approval to be conclusively evidenced by the execution and delivery of the Contract; and be it further,

RESOLVED, that the President or her/his designee(s) be, and each of them hereby is, authorized and empowered to execute all such other and further documents and to take all such other and further actions as may be necessary, desirable, or appropriate in connection with the transactions contemplated in the foregoing resolutions, and any such execution of documents and any other further actions heretofore taken are hereby ratified and any actions hereafter taken are confirmed and approved.