



# **REQUEST FOR PROPOSALS FOR PIER 63 LAWN RENOVATION**

**CONTRACT NO. A5250**

**RFP Issued:** August 19, 2021

**Submission Deadline:** September 17, 2021 at 3:00 PM

**Important Notice:** A restricted period under the Procurement Lobbying Law is currently in effect for this Procurement and will remain in effect until approval of the Contract. Respondents are prohibited from contact related to this Procurement with any Trust employee other than the designated contacts listed here: Matt Post. All inquiries shall be made by email to the following address [Pier63LawnRFP@hrpt.ny.gov](mailto:Pier63LawnRFP@hrpt.ny.gov) or to recipient mailing address listed in Part I below. This RFP and all addenda and responses to questions will be posted on Trust website at: <https://hudsonriverpark.org/about-us/bids-business-opportunities>

## PART I INTRODUCTION

### 1. INVITATION TO SUBMIT PROPOSAL

Hudson River Park Trust (the “Trust”) is pleased to invite you to submit a proposal in response to this Request for Proposals (“RFP”). The Services to be performed, the Project and the Project Site are outlined in the RFP Summary below (Part I, Section 2), along with such other information as the anticipated dates for the execution of a Contract with the Contractor, if one is selected pursuant to this RFP, and the anticipated Contract Term. All undefined capitalized terms set forth in this RFP shall have the same definitions as set forth in the draft Contract (the “Contract Draft”) annexed to this RFP as Exhibit 6.

Respondents are required to disclose any conflict of interest(s) that may preclude them from participating in this solicitation.

Subject to the availability of funds and the responses to this RFP, the Trust will select one or more Contractor(s) to provide the Services. The Contractor(s) shall be experienced in all aspects of the Services. The Contractor(s) will commence the Services upon a written Notice to Proceed from the Trust or upon execution of the Contract by the Contractor(s) and the Trust substantially in the form of the Contract Draft. You should review the Contract Draft and be familiar with all of the terms and conditions set forth therein prior to submitting your proposal. **However, please note that the General Terms and Conditions (Part II) and the Appendices (Part III), other than Appendix B and Appendix C, are not negotiable.**

### 2. RFP SUMMARY

**In General.** This summary of terms, deadlines and requirements specific to this RFP is set forth for your immediate reference and convenience only. It does not set forth all of the requirements of this RFP, but should be read in conjunction with the Requirements (Part II) of this RFP. You should review and become familiar with all parts of this RFP prior to submitting your proposal.

#### **Specific Terms, Deadlines and Requirements:**

**The Project: Pier 63 Lawn Renovation:** the Trust seeks an experienced landscape maintenance contractor that has experience in lawn renovation and irrigation repair and maintenance.

**The Project Site:** Pier 63 in Hudson River Park (near 23<sup>rd</sup> Street in Borough of Manhattan, New York, New York).

**Type of Services:** Replacement of approximately 51,000 square feet of existing lawn with bluegrass sod, six weeks of watering of new sod, and addition of new 5 feet by 12 feet concrete grass paver system (the “Services”), as more specifically described in the Scope of Services (see Part III, Appendix B for the Scope of Work in the Contract Draft and also attached hereto at Exhibit 6).

## **Contract Information**

**Anticipated Contract Date:** October 15, 2021 with On-site Work Commencing November 1, 2021

**Anticipated Contract Term:** On-site Work Completed by November 20, 2021 and Contract Close-out by December 31, 2021

**Questions Regarding RFP:** Potential proposers can send by email at the Recipient's E-mail address below or my mail at the Recipient address below written questions/clarifications by September 1, 2021 at 3:00 PM. Answers to questions will be posted on the Trust website under the Bids and Business Opportunities link for the RFP at <https://hudsonriverpark.org/about-us/bids-business-opportunities>, by September 8, 2021.

**Pre-Proposal Meeting:** An optional pre-proposal meeting will be held on September 8 at 11:00 am by the Carousel at Pier 63. Please confirm your attendance to the Recipient's E-mail address below.

## **Proposal Submission Requirements**

### **Label on Envelope:**

- **Envelope Number One - for the Proposal Only:** "Proposal for Pier 63 Lawn Renovation, A5250"
- **Envelope Number Two - for Prices Only:** "Price Proposal for Pier 63 Lawn Renovation, A5250"

Proposers must submit **three (3) hardcopies** and **one (1) electronic copy** that can be on USB or CD by the **Submission Deadline** of September 17, 2021 at 3:00 PM. Proposals may be sent by Hand, Express Mail or other nationally-known overnight courier and must be received at the Trust's office by the Submission Deadline.

### **Submit to the following Recipient:**

Hudson River Park Trust  
Pier 40, 2nd Floor  
353 West Street, Rm. 201  
New York, NY 10014  
Attn: Matt Post

**Recipient's E-mail address:** [Pier63LawnRFP@hrpt.ny.gov](mailto:Pier63LawnRFP@hrpt.ny.gov)

**M/WBE Participation Goal: 30 percent** (See Exhibit 5 for more information)

**SDVOB Participation Goal: 6 percent** (See Exhibit 5 for more information)

**Selection Criteria** The Trust will base its selection upon the following criteria:

- 50% The respondent's experience in providing services similar to the Scope of Services described herein; the quality of the respondent's management and staff; respondent's reputation, and references.
- 40% The proposed fee and cost schedules
- 10% Respondent is either a New York-certified MWBE or SDVOB firm or provides subcontracting opportunities to meet the MWBE and SDVOB goals above

Respondents must also be able to complete the work in November 2021 as set forth in the Scope of Work. If you have a physical disability and cannot deliver your proposal as provided in this RFP, please contact Ted Schenck at (212) 627-2020 at least forty-eight (48) hours prior to the Submission Deadline and the Trust will make appropriate arrangements for such delivery.

### **3. RESPONSIVENESS DETERMINATION**

A respondent is deemed "responsive" when it submits a proposal containing the required items/information in the form required and as listed in the RFP by the Submission Deadline referenced above. If the Trust determines that a respondent did not submit the items/information required in the RFP, that respondent may be deemed "non-responsive" and may not be considered for contract award.

In order to be considered responsive, your proposal should be organized and include all of the items as listed below.

**Envelope Number One.** In one sealed envelope labeled as required above, complete and place the following:

- Respondent's **Proposal Certification Form** attached hereto as Exhibit 1; the certifications/New York State or City required forms attached hereto in Exhibit 3: Doing Business Data Form, Lobbying Form, Non-Collusion Form, Iran Divestment Form and the additional New York State required forms related to MWBE and SDVOB Programs attached hereto in Exhibit 4: M/WBE Policy Statement, and EO No. 177 Forms, and if applicable, proposed Subcontractor Utilization Form.
- A statement that explains your experience in providing the lawn restoration services set forth in the Scope of Services, the name and experience of the proposed foreman in working on both lawn restoration and irrigation systems, the number of employees expected to be at the work site, your approach to meeting the schedule set forth in the Scope of Services, and name and phone number/email address of three references for similar work completed in the past five years.

**Envelope Number Two.** In a second sealed envelope labeled as required above, place the completed fee and cost schedule for all Services, using the form attached hereto as Exhibit 2 to this RFP. The Trust may not consider fee and cost schedules that do not follow the prescribed formats.

**Non-compliant Proposals.** Non-compliant proposals may, in the Trust's sole discretion, be considered “not responsive” and may be rejected by the Trust including, without limitation, proposals that are:

- (i) not enclosed in separate sealed envelopes as aforesaid;
- (ii) not properly labeled;
- (iii) received by a person other than the designated Recipient; and/or
- (iv) missing any information, certifications, supplemental forms or other documentation required by this RFP or by applicable law.

## PART II REQUIREMENTS

### 1. SERVICES TO BE PERFORMED AND WORK PRODUCT

The selected Contractor shall perform all work and services and deliver all of the Services specifically described in and required by the Scope of Services annexed as Appendix B in Part III of the Contract Draft (see also Exhibit 6 of this RFP). **Prior to submitting your proposal, please be sure that you review and fully understand the Scope of Services.**

### 2. COMPENSATION

Subject to and in accordance with the final terms of the Contract, the Trust shall compensate the selected Contractor as follows:

**In General.** Under the Contract, the Trust will agree to pay to the Contractor an amount not to exceed the Maximum Contract Price to be negotiated between the Trust and the selected Contractor based upon its response to this RFP. The Maximum Contract Price shall be the maximum compensation for all of the Services provided by the Contractor pursuant to the Contract and all expenses of the Contractor in connection therewith, including costs of any SubContractors. The Maximum Contract Price shall be payable as provided in Article II of the Contract and Appendix C of the Contract.

**Sales and Use Tax.** The Trust is exempt from state and local sales and use tax. SUCH TAX IS NOT TO BE INCLUDED IN PROPOSALS or in invoices submitted under the Contract. The Trust will provide the selected Contractor with an appropriate “sales and use tax exemption certificate”.

### 3. GENERAL CONDITIONS, TERMS, LIMITATIONS AND REQUIREMENTS

**Proposal as Offer to Contract.** Unless a specific exception is noted by the Trust, submission of a proposal in response to this RFP shall constitute an offer on the part of the successful respondent to execute the Contract substantially in the form annexed hereto as Exhibit 6. Any supporting documents or other items attached as exhibits to this RFP shall be incorporated into the Contract. The successful respondent shall cooperate in supplying any information as may be required by the Trust for background clearance, which is available on the PASSPort website at <https://www1.nyc.gov/site/mocs/systems/about-go-to-passport.page>, and any other government review and approval forms. Respondent’s proposal shall remain open for acceptance by the Trust and shall remain firm and binding upon the respondent for at least sixty (60) days after the date on which the proposals are received by the Trust, except that the Trust may by written notice to the respondent extend that date for an additional forty-five (45) days.

**Freedom of Information Law.** All proposals submitted to the Trust in response to this RFP may be disclosed in accordance with the standards specified in the Freedom of Information Law, Article 6 of the Public Officers Law of the State of New York (“FOIL”). A respondent may provide in writing, at the time of its submission, a detailed description of the specific information contained in its submission which it has determined is a trade secret and which, if disclosed, would substantially harm such entity’s competitive position. This characterization shall not be determinative, but will be considered by the Trust when evaluating the

applicability of any exemptions in response to a FOIL request.

**Equal Employment Opportunity Requirements.** By submission of a proposal in response to this solicitation, the respondent agrees with all of the terms and conditions of the Contract's Appendix A – Standard Clauses for All New York State Contracts including Clause 12 - Equal Employment Opportunities for Minorities and Women. The respondent is required to ensure that it and any subContractors awarded a subcontract for the work, 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 of New York State.

If awarded a Contract, respondent shall submit a Workforce Utilization Form EEO-101 and shall require each of its SubContractors to submit a Workforce Utilization Form EEO-101, in such format as shall be required by the Trust on a monthly basis during the term of the Contract. Further, pursuant to Article 15 of the Executive Law (the “NYS Human Rights Law”), Title 8 of the New York City Administrative Code, and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor and subContractors will not discriminate against any employee or applicant for employment because of actual or perceived age, race, creed, color, national origin, gender identity or expression, sexual orientation, predisposing genetic characteristics; military status, marital status, partnership status, domestic violence victim status, or alienage or citizenship status, and shall also follow the requirements of the NYS 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.

**MWBE AND SDVOB COMPLIANCE:** Respondents shall submit with their proposal a Subcontractor Utilization Plan following the requirements set forth in Exhibit 5 to this RFP.

**Costs.** The Trust shall not be liable for any cost incurred by the respondent in the preparation of its proposal or for any work or services performed by the respondent prior to the execution and delivery of the Contract. The Trust is not obligated to pay any costs, expenses, damages or losses incurred by any respondent at any time unless the Trust has expressly agreed to do so in writing.

**The Trust Rights.** This is a “Request for Proposals” and **not** a “Request for Bids”. The Trust shall be the sole judge of whether a proposal conforms to the requirements of this RFP and of the merits and acceptability of the individual proposals. Notwithstanding anything to the contrary contained herein, the Trust reserves the right to take any of the following actions in connection with this RFP: amend, modify or withdraw this RFP; waive any requirements of this RFP; require supplemental statements and information from any respondents to this RFP; award a contract to as many or as few or none of the respondents as the Trust may select; accept or reject any or all proposals received in response to this RFP; extend the deadline for

submission of proposals; negotiate or hold discussions with one or more of the respondents; permit the correction of deficient proposals that do not completely conform with this RFP; waive any conditions or modify any provisions of this RFP with respect to one or more respondents; reject any or all proposals and cancel this RFP, in whole or in part, for any reason or no reason, in the Trust's sole discretion. The Trust may exercise any such rights at any time, without notice to any respondent or other parties and without liability to any respondent or other parties for their costs, expenses or other obligations incurred in the preparation of a proposal or otherwise. All proposals become the property of the Trust.

**Proposals From Principals.** Only proposals from principals and authorized officers will be considered responsive.

**Disclaimer.** The Trust and its respective officers, directors, agents, members and employees make no representation or warranty and assume no responsibility for the accuracy of the information set forth in this RFP. Further, the Trust does not warrant or make any representations as to the quality, content, accuracy or completeness of the information, text, graphics, links or any other facet of this RFP once it has been downloaded or printed from any server, and hereby disclaim any liability for any technical errors or difficulties of any nature that may arise in connection with the Website on which this RFP is posted, or in connection with any other electronic medium utilized by respondents or potential respondents in connection with or otherwise related to the RFP.

**Protest Procedures.** Any protests related to this procurement shall follow the procedures set forth in Exhibit 7.

#### **4. VENDOR RESPONSIBILITY**

Prior to selection, the Trust will require a copy of the vendor responsibility form that the Contractor has on file with New York City's Procurement and Sourcing Solutions Portal (PASSPort) or New York State's VendRep system. If Contractor has not already filed with PASSport or VendRep, Contractor must complete a Vendor Responsibility form as provided by the Trust.

#### **5. INTERVIEWS**

Interviews may be held with any or all of the respondents after the receipt of proposals. Interviews with the Trust will be scheduled after its initial review of proposals.

#### **6. SELECTION**

The Trust will review each respondent's proposal in its totality. The selected respondent, if any, will be a respondent whose proposal is most advantageous to the Trust's goals. See Part I for an explanation of the criteria upon which the Trust will base a selection.

**EXHIBIT 1**  
**RESPONDENT'S PROPOSAL CERTIFICATION FORM**

**Submitted by**

\_\_\_\_\_  
**[Insert Name of Respondent] (The "Respondent")**

Respondent, in accordance with and subject to all of the terms and conditions of the Request for Proposals pursuant to which this proposal (the "Proposal") is being submitted, agrees that it will provide in consideration of the price(s) set forth in the Fee and Cost Schedule, all of the Services set forth in the Scope of Services in accordance with the Contract, and to accept in full compensation therefore (including without limitation all overhead, profit, taxes and other charges and expenses applicable thereto), the price(s) stated in the Fee and Cost Schedule. The Fee and Cost Schedule, is simultaneously being delivered to you in a separate sealed envelope and is incorporated herein and made part hereof.

Respondent makes the following statements and representations as part of its Proposal:

- (a) That the Respondent has examined all parts of the RFP, including the Contract Draft and the Scope of Services, and all terms and conditions hereof.
- (b) That the Respondent agrees to obtain all necessary approvals, permits and/or licenses required by law or regulation of the performance of the Services.
- (c) The Respondent has received the following Addenda receipt of which is hereby acknowledged:

Date	Number
_____	_____
_____	_____
_____	_____

In order to induce the Trust to accept this Proposal, Respondent hereby agrees to abide by all of the terms and conditions of the Contract including, without limitation, all representation and warranties set forth therein.

WHEREFORE, the Respondent submits this Proposal to the Trust.

\_\_\_\_\_  
[INSERT NAME OF RESPONDENT]

Signed by: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Respondent's Address: \_\_\_\_\_

Notice Address (if different from above): \_\_\_\_\_

Respondent's Telephone Number: \_\_\_\_\_

Respondent's Fax Number: \_\_\_\_\_

Respondent's E-mail Address: \_\_\_\_\_

Respondent's Tax I.D. Number: \_\_\_\_\_

If a New York State-certified MWBE and/or SDVOB, attach copies of your State-certification.

As noted in Part I, Section 3 (at page 4 of this RFP), please also submit a statement that explains your experience in providing the lawn restoration services set forth in the Scope of Services, the name and experience of the proposed foreman in working on both lawn restoration and irrigation systems, the number of employees expected to be at the work site, your approach to meeting the schedule set forth in the Scope of Services, and name and phone number/email address of three references for similar work completed in the past five years.

**EXHIBIT 2**  
**FEE AND COST SCHEDULE**

1. The Respondent shall complete and submit a Fee and Cost Schedule in the form of the “Fee and Cost Schedule” on the following pages
2. The submitted Fee and Cost Schedule should cover all Services described in the RFP and the Contract Draft.
3. **PLEASE BE SURE THAT YOU SUBMIT YOUR FEE AND COST SCHEDULE IN A SEPARATE ENVELOPE.**

**(See Fee and Cost Schedule on following page)**

**EXHIBIT 2**  
**FEE AND COST SCHEDULE**

1. Proposals must include a lump sum price to remove, prep and replace lawn area as set forth in Scope of Work at Exhibit 6. Price must be inclusive of all materials, equipment and labor as described in the task list.
2. Proposals must provide a separate cost to water the new sod for six weeks upon completion of work.
3. Proposals must include a separate cost proposal for the work to extend the paver area on the main entrance to the lawn as set forth in the Scope of Work at Exhibit 6. Price must be inclusive of all materials, equipment and labor as described in task list.

**Please complete the table below and submit this page in Envelope Number 2:**

**Contractor Name** \_\_\_\_\_

<b>Scope of Services</b>	<b>Lump Sum Price</b>
Lawn Replacement	
Six Weeks Watering of New Lawn	
Lawn Paver Area Extension	
Total Price	\$

**EXHIBIT 3**

**DOING BUSINESS DATA FORM**

**DISCLOSURE OF NON-RESPONSIBILITY DETERMINATIONS [LOBBYING FORM]**

**NON-COLLUSION CERTIFICATION FORM**

**IRAN DIVESTMENT FORM**

The forms attached are also available on the Trust's Bids and Business Opportunities Website at <https://hudsonriverpark.org/about-us/bids-business-opportunities>.

# Doing Business Data Form

To be completed by the City agency prior to distribution

Agency \_\_\_\_\_ Transaction ID \_\_\_\_\_

**Check One**

**Transaction Type (check one)**

- Proposal  Award  Concession  Economic Development Agreement  Franchise  Grant  Pension Investment Contract  Contract

Any entity receiving, applying for or proposing on an award or agreement must complete a Doing Business Data Form (see Q&A sheet for more information). Please either type responses directly into this fillable form or print answers by hand in black ink, and be sure to fill out the certification box on the last page. **Submission of a complete and accurate form is required for a proposal to be considered responsive or for any entity to receive an award or enter into an agreement.**

This Data Form requires information to be provided on principal officers, owners and senior managers. The name, employer and title of each person identified on the Data Form will be included in a public database of people who do business with the City of New York, as will the organizations that own 10% or more of the entity. No other information reported on this form will be disclosed to the public. **This Data Form is not related to the City's PASSPort registration or VENDEX requirements.**

Please return the completed Data Form to the City office that supplied it. Please contact the Doing Business Accountability Project at [DoingBusiness@mocs.nyc.gov](mailto:DoingBusiness@mocs.nyc.gov) or 212-788-8104 with any questions regarding this Data Form. Thank you for your cooperation.

*If you are completing this form by hand, please print clearly.*

**Entity Information**

Entity EIN/TIN \_\_\_\_\_ Entity Name \_\_\_\_\_

**Filing Status**

**NEW:** Data Forms submitted now must include the listing of organizations, as well as individuals, with 10% or more ownership of the entity. Until such certification of ownership is submitted through a change, new or update form, a no change form will not be accepted.

**(Select One)**

- Entity has never completed a Doing Business Data Form. Fill out the entire form.  
 Change from previous Data Form dated \_\_\_\_\_, Fill out only those sections that have changed, and indicate the name of the persons who no longer hold positions with the entity.  
 No Change from previous Data Form dated \_\_\_\_\_, Skip to the bottom of the last page.

Entity is a Non-Profit  Yes  No

Entity Type  Corporation (any type)  Joint Venture  LLC  Partnership (any type)  Sole Proprietor  Other (specify) \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone \_\_\_\_\_ E-mail \_\_\_\_\_

*Provide your e-mail address in order to receive notices regarding this form by e-mail.*

**Principal Officers**

Please fill in the required identification information for each officer listed below. If the entity has no such officer or its equivalent, please check "This position does not exist." If the entity is filing a Change Form and the person listed is replacing someone who was previously disclosed, please check "This person replaced..." and fill in the name of the person being replaced so his/her name can be removed from the Doing Business Database, and indicate the date that the change became effective.

**Chief Executive Officer (CEO) or equivalent officer**

This position does not exist

*The highest ranking officer or manager, such as the President, Executive Director, Sole Proprietor or Chairperson of the Board.*

First Name \_\_\_\_\_ MI \_\_\_\_\_ Last \_\_\_\_\_ Birth Date (mm/dd/yy) \_\_\_\_\_

Office Title \_\_\_\_\_ Employer (if not employed by entity) \_\_\_\_\_

Home Address \_\_\_\_\_

This person replaced former CEO \_\_\_\_\_ on date \_\_\_\_\_

**Chief Financial Officer (CFO) or equivalent officer**

This position does not exist

*The highest ranking financial officer, such as the Treasurer, Comptroller, Financial Director or VP for Finance.*

First Name \_\_\_\_\_ MI \_\_\_\_\_ Last \_\_\_\_\_ Birth Date (mm/dd/yy) \_\_\_\_\_

Office Title \_\_\_\_\_ Employer (if not employed by entity) \_\_\_\_\_

Home Address \_\_\_\_\_

This person replaced former CFO \_\_\_\_\_ on date \_\_\_\_\_

**Chief Operating Officer (COO) or equivalent officer**

This position does not exist

*The highest ranking operational officer, such as the Chief Planning Officer, Director of Operations or VP for Operations.*

First Name \_\_\_\_\_ MI \_\_\_\_\_ Last \_\_\_\_\_ Birth Date (mm/dd/yy) \_\_\_\_\_

Office Title \_\_\_\_\_ Employer (if not employed by entity) \_\_\_\_\_

Home Address \_\_\_\_\_

This person replaced former COO \_\_\_\_\_ on date \_\_\_\_\_

**Principal Owners**

Please fill in the required identification information for all individuals or organizations that, through stock shares, partnership agreements or other means, own or control 10% or more of the entity. If no individual or organization owners exist, please check the appropriate box to indicate why and skip to the Senior Managers section. If the entity is owned by other companies that control 10% or more of the entity, those companies must be listed. If an owner was identified on the previous page, fill in his/her name and write "See above." If the entity is filing a Change Form, list any individuals or organizations that are no longer owners at the bottom of this section. If more space is needed, attach additional pages labeled "Additional Owners."

There are no owners listed because (select one):

The entity is not-for-profit       The entity is an individual       No individual or organization owns 10% or more of the entity  
Other (explain) \_\_\_\_\_

**Individual Owners (who own or control 10% or more of the entity)**

First Name \_\_\_\_\_ MI \_\_\_\_\_ Last \_\_\_\_\_ Birth Date (mm/dd/yy) \_\_\_\_\_  
Office Title \_\_\_\_\_ Employer (if not employed by entity) \_\_\_\_\_  
Home Address \_\_\_\_\_

First Name \_\_\_\_\_ MI \_\_\_\_\_ Last \_\_\_\_\_ Birth Date (mm/dd/yy) \_\_\_\_\_  
Office Title \_\_\_\_\_ Employer (if not employed by entity) \_\_\_\_\_  
Home Address \_\_\_\_\_

**Organization Owners (that own or control 10% or more of the entity)**

Organization Name \_\_\_\_\_  
Organization Name \_\_\_\_\_  
Organization Name \_\_\_\_\_

**Remove the following previously-reported Principal Owners**

Name \_\_\_\_\_ Removal Date \_\_\_\_\_  
Name \_\_\_\_\_ Removal Date \_\_\_\_\_  
Name \_\_\_\_\_ Removal Date \_\_\_\_\_

**Senior Managers**

Please fill in the required identification information for all senior managers who oversee any of the entity's relevant transactions with the City (e.g., contract managers if this form is for a contract award/proposal, grant managers if for a grant, etc.). Senior managers include anyone who, either by title or duties, has substantial discretion and high-level oversight regarding the solicitation, letting or administration of any transaction with the City. At least one senior manager must be listed, or the Data Form will be considered incomplete. If a senior manager has been identified on a previous page, fill in his/her name and write "See above." If the entity is filing a Change Form, list individuals who are no longer senior managers at the bottom of this section. If more space is needed, attach additional pages labeled "Additional Senior Managers."

**Senior Managers**

First Name \_\_\_\_\_ MI \_\_\_\_\_ Last \_\_\_\_\_ Birth Date (mm/dd/yy) \_\_\_\_\_  
Office Title \_\_\_\_\_ Employer (if not employed by entity) \_\_\_\_\_  
Home Address \_\_\_\_\_

First Name \_\_\_\_\_ MI \_\_\_\_\_ Last \_\_\_\_\_ Birth Date (mm/dd/yy) \_\_\_\_\_  
Office Title \_\_\_\_\_ Employer (if not employed by entity) \_\_\_\_\_  
Home Address \_\_\_\_\_

First Name \_\_\_\_\_ MI \_\_\_\_\_ Last \_\_\_\_\_ Birth Date (mm/dd/yy) \_\_\_\_\_  
Office Title \_\_\_\_\_ Employer (if not employed by entity) \_\_\_\_\_  
Home Address \_\_\_\_\_

**Remove the following previously-reported Senior Managers**

Name \_\_\_\_\_ removal date \_\_\_\_\_  
Name \_\_\_\_\_ removal date \_\_\_\_\_

**Certification**  
I certify that the information submitted on these two pages and \_\_\_\_\_ additional pages is accurate and complete. I understand that willful or fraudulent submission of a materially false statement may result in the entity being found non-responsible and therefore denied future City awards.  
Name \_\_\_\_\_ Title \_\_\_\_\_  
Entity Name \_\_\_\_\_ Work Phone # \_\_\_\_\_  
Signature \_\_\_\_\_ Date \_\_\_\_\_

Please return this form to the City agency that supplied it to you, not to the Doing Business Accountability Project. Standard Form



Disclosure of Prior Non-Responsibility Determinations

**Background:**

New York State Finance Law §139-k(2) obligates Hudson River Park Trust to obtain specific information regarding prior non-responsibility determinations with respect to State Finance Law §139-j. This information must be collected in addition to the information that is separately obtained pursuant to State Finance Law §163(9). In accordance with State Finance Law §139-k, an Offerer must be asked to disclose whether there has been a finding of non-responsibility made within the previous four (4) years by any Governmental Entity due to: (a) a violation of State Finance Law §139-j or (b) the intentional provision of false or incomplete information to a Governmental Entity. The terms "Offerer" and "Governmental Entity" are defined in State Finance Law § 139-k(1). State Finance Law §139-j sets forth detailed requirements about the restrictions on Contacts during the procurement process. A violation of State Finance Law §139-j includes, but is not limited to, an impermissible Contact during the restricted period (for example, contacting a person or entity other than the designated contact person, when such contact does not fall within one of the exemptions).

As part of its responsibility determination, State Finance Law §139-k(3) mandates consideration of whether an Offerer fails to timely disclose accurate or complete information regarding the above non-responsibility determination. In accordance with law, no Procurement Contract shall be awarded to any Offerer that fails to timely disclose accurate or complete information under this section, unless a finding is made that the award of the Procurement Contract to the Offerer is necessary to protect public property or public health safety, and that the Offerer is the only source capable of supplying the required Article of Procurement within the necessary timeframe. See State Finance Law §§139-j (10)(b) and 139-k(3).

Name of Individual or Entity Seeking to Enter into the Procurement Contract:

Address:

Person Submitting this Form:

Name:  Title:

Contract Procurement Number:  Date:



**Disclosure of Prior Non-Responsibility Determinations**

1. Has any Governmental Entity made a finding of non-responsibility regarding the individual or entity seeking to enter into the Procurement Contract in the previous four years?

No  Yes

2. If yes to Question #1, then was the basis for the finding of non-responsibility due to a violation of State Finance Law §139-j?

No  Yes  Not Applicable

3. If yes to Question #1, then was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a Governmental Entity?

No  Yes  Not Applicable

4. If you answered yes to any of the above questions, please provide details regarding the finding of non-responsibility below.

Governmental Entity:

Date of Finding of Non-responsibility:

Basis of Finding of Non-Responsibility:

*(Add additional pages as necessary)*



**Disclosure of Prior Non-Responsibility Determinations**

5. Has any Governmental Entity or other governmental agency terminated or withheld a Procurement Contract with the above-named individual or entity due to the intentional provision of false or incomplete information?

No       Yes

6. If yes, please provide details below.

Governmental Entity:

Date of Termination or Withholding of Contract:

Basis of Termination or Withholding:

*(Add additional pages as necessary)*

Offerer certifies that all information provided to Hudson River Park Trust with respect to State Finance Law §139-k is complete, true and accurate.

By: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_



**Affirmation of Understanding of and Agreement pursuant to  
State Finance Law § 139-j (3) and § 139-j (6)(b)**

hereby affirms that it understands and agrees to comply with the procedures of the Hudson River Park Trust relative to permissible contacts as required by State Finance Law §139-j (3) and §139-j (6)(b).

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
Name:  Title:

Contractor Name:

Contractor Address:



**CERTIFICATION AND SIGNATURE FORM**  
**AFFIDAVIT OF NON-COLLUSION**

Name of Respondent:

Business Name:

Business Address:

Phone:  Fax:  Email:

I hereby attest that I am the person responsible within my company for the final decision as to the price(s) and amount of this bid/proposal or, if not, that I have written authorization form that person to make the statements set out below on his or her behalf and on behalf of my company.

I further attest that:

1. The prices in this bid/proposal have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other respondent or with any other competitor.
2. The respondent prior to the opening has disclosed neither the price(s) nor the amount of this proposal.
3. No attempt has been made to solicit, cause or induce any company or person to refrain from bidding on this project, or to submit a bid/proposal higher than the bid/proposal of this firm, or any intent ally high or non-competitive bid/proposal or other form of complementary bid/proposal.
4. The bid/proposal of my company is made in good faith and not pursuant to any agreement or discussion with, or inducement from any company or person to submit a complementary bid/proposal.
5. My company has not offered or entered into a subcontract or agreement regarding the purchase of materials or services from any other company or person, or offered, promised or paid case or anything of value to any company or person, whether in connection with this or any other project, in consideration for an agreement or promise by a company or person to refrain from bidding or to submit a complementary bid/proposal.
6. I have made a diligent inquiry of all members, officers, employees, and agents of my company with responsibilities relating to the preparation, approval or submission of my company's bid/proposal on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in this affidavit.
7. By submission of this bid/proposal I certify that I have read, am familiar with, and will comply with any and all segments of these specifications.

The person signing this bid/proposal, under the penalties of perjury, affirms the truth thereof.

\_\_\_\_\_  
Signature & Company Position

\_\_\_\_\_  
Date Signed

Print Name & Company Name

Federal ID Number



IRAN DIVESTMENT ACT AFFIDAVIT OF INDIVIDUAL OR ENTITY

STATE OF NEW YORK )
SS:
COUNTY OF NEW YORK )

[Redacted], BEING DULY SWORN, DEPOSES AND SAYS THAT:

- 1. I am responding to a competitive procurement to provide services and/or supplies on behalf of [Redacted], to the HUDSON RIVER PARK TRUST pursuant to competitive procurement rules and regulations.
2. The address of the company or individual submitting the proposal is: [Redacted]
3. The affidavit is submitted pursuant to the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, and New York State Finance Law (SFL), Section 165-a, effective April 12, 2012, and the regulations promulgated thereunder. It is made under penalty of perjury, for the purpose of showing that the respondent has no "investment activities in Iran".
4. The respondent's taxpayer identifications number is: [Redacted]
5. The respondent/contractor does hereby certify that it is not engaged in "investment activities in Iran" as defined by the laws of the State of New York; nor will it invest or participate in such activities during the terms of the contract.

DATED: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

Subscribed to and sworn to before me
This day of , 20\_\_

\_\_\_\_\_  
Notary Public

**EXHIBIT 4**

**M/WBE Policy Statement and EO No. 177 FORMS**

- 1. Subcontractor Utilization Plan (includes M/WBE and SDVOB Utilization Plan)**
- 2. Minority and Women-Owned Business Enterprise and Equal Opportunity Policy Statement**
- 3. EO 177 Form – Certification of Policies Against Harassment & Discrimination**

\* \* \*

Please note that all of these forms are available on the Trust Website at <https://hudsonriverpark.org/about-us/bids-business-opportunities>.

# COMBINED PROPOSED SUBCONTRACTOR UTILIZATION PLAN

**TO BE INCLUDED WITH ALL RFP and BID SUBMISSIONS**

Contract #  Project Description  Project Location

Contractor:  Contact Person  Phone #  E-Mail

Prime Contractor NYS Certification Status			Contractor's Proposed Utilization Plan	
MBE	<input type="text"/>	Certification # 34534	Approved Commodity Code(s)	<input type="text"/>
WBE	<input type="text"/>	<input type="text"/>	<input type="text"/>	MBE 0.0%
SDVOB	<input type="text"/>	<input type="text"/>	<input type="text"/>	WBE 0.0%
				Total M/WBE 0.0%
				SDVOB 0.0%

Subcontractors and/or Suppliers Breakout										
Company Name	City & State	Email	SFS Vendor ID	Classification of Work to be Performed	Description of Work to be Performed	Commodity Code(s) for work to be Performed	Utilization Plan Designation	Anticipated Start Date	Anticipated Completion Date	Percentage of Total Contract Value
				Construction Services			WBE			

*Pursuant to Executive Law Articles 15-A and 17-B, my firm will engage in good faith efforts to achieve the M/WBE and SDVOB goals on this contract. I understand that failure to make good faith efforts can result in the contract being awarded to another contractor. I understand that all listed subcontractors will be contacted for verification of solicitation. I further understand that utilization of certified Minority and Women Business Enterprises and/or Service Disabled Veteran Owned Businesses for non-commercially useful functions may not be counted towards utilization of certified M/WBEs and SDVOB as identified in this utilization plan.*

Contractor's Signature & Date

Name and Title

# COMBINED PROPOSED SUBCONTRACTOR UTILIZATION PLAN

**TO BE INCLUDED WITH ALL RFP and BID SUBMISSIONS**

The Freedom of Information Law requires public disclosure of certain records held by HRPT. Based upon the foregoing, you are hereby notified that this document, and related documents, constitute “records” that fall under the scope of the Freedom of Information Law. Therefore, such documents may be made available to the public, including posting for public review on HRPT’s website.



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

I, , the (awardee/contractor)   
agree to adopt the following policies with respect to the project being developed or services rendered at

**MWBE**

**EEO**

This organization will and will cause its contractors and subcontractors to take good faith actions to achieve the MWBE contract participations goals set by the State for that area in which the State-funded project is located, by taking the following steps:

- (1) Actively and affirmatively solicit bids for contracts and subcontracts from qualified State certified MBEs or WBEs, including solicitations to M/WBE contractor associations.
- (2) Request a list of State-certified M/WBEs from Hudson River Park Trust and solicit bids from them directly.
- (3) Ensure that plans, specifications, request for proposals and other documents used to secure bids will be made available in sufficient time for review by prospective M/WBEs.
- (4) Where feasible, divide the work into smaller portions to enhanced participations by M/WBEs and encourage the formation of joint venture and other partnerships among M/WBE contractors to enhance their participation.
- (5) Document and maintain records of bid solicitation, including those to M/WBEs and the results thereof. Contractor will also maintain records of actions that its subcontractors have taken toward meeting M/WBE contract participation goals.
- (6) Ensure that progress payments to M/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 developed to encourage M/WBE

(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 programs of affirmative action to ensure that minority group members are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on state contracts.

(b) This organization shall state in all solicitation or advertisements for employees that in the performance of the State contract all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex disability or marital status.

(c) At the request of the contracting agency, this organization shall request 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) This organization will include the provisions of sections (a) through (c) 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



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

Agreed to this  day of , 20

By \_\_\_\_\_

Print:  Title:

**Minority Business Enterprise Liaison**

is designated as the Minority Business Enterprise Liaison  
(Name of Designated Liaison)  
responsible for administering the Minority and Women Owned Business Enterprises Equal Employment Opportunity (M/WBE-EEO) program.

**Contractor's Proposed M/WBE Contract Goals**

% Minority Business Enterprise Participation

% Women's Business Enterprise Participation

\_\_\_\_\_  
(Authorized Representative Signature)

Title:

Date:



**CERTIFICATION OF INSTITUTING POLICIES  
AGAINST HARASSMENT & DISCRIMINATION**

In accordance with Executive Order No. 177, the Bidder hereby certifies that it does not have institutional policies or practices that fail to address the harassment and discrimination of individuals on the basis of their age, race, creed, color, national origin, sex, sexual orientation, gender identity, disability, marital status, military status, or other protected status under the Human Rights Law.

Executive Order No. 177 and this certification do not affect institutional policies or practices that are protected by existing law, including but not limited to the First Amendment of the United States Constitution, Article 1, Section 3 of the New York State Constitution, and Section 296(11) of the New York State Human Rights Law.

Contractor:  
(Business name):

By  
(Authorized signatory):

---

Title:

Date:

<sup>1</sup> Form to be signed by an individual officially authorized to sign on behalf of business

**Exhibit 5**

**MWBE AND SDVOB**  
**Requirements**

**I. Contractor Requirements and Procedures for Participation by New York State Certified Minority and Women-Owned Business Enterprises 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, the Trust is required to promote opportunities for the maximum feasible participation of New York State-certified Minority and Women-owned Business Enterprises (“M/WBEs”) and the employment of minority group members and women in the performance of the Trust contracts.

Business Participation Opportunities for MWBEs: For purposes of this solicitation, the Trust hereby establishes an overall combined goal of **thirty percent (30%)** for MWBE participation. The Consultant 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 respondent agrees that the Trust may withhold payment pursuant to any Contract awarded as a result of this RFP pending receipt of the required M/WBE documentation. The directory of MWBEs can be viewed at: <https://ny.newnycontracts.com>. For guidance on how the Trust will evaluate a Contractor’s “good faith efforts,” refer to 5 NYCRR § 142.8.

The respondent understands that only sums paid to M/WBEs 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 broker that shall be deemed to represent the commercially useful function performed by the MWBE shall be twenty five percent (25%) of the total value of the contract.

In accordance with 5 NYCRR § 142.13, the respondent 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 the Trust may withhold payment as liquidated damages.

By submitting a bid or proposal, a respondent 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 respondent may arrange to provide such evidence via a non-electronic method by contacting the Trust.

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

- A. A Subcontractor Utilization Plan with their proposal. If Respondent’s proposed Subcontractor Utilization Plan provides for less than the stated goal in the RFP, Respondents must also submit an Application for Waiver of MWBE Participation Goals in support of the proposed goal. Any modifications or changes to an accepted Subcontractor Utilization Plan after the Contract award and during the term of the Contract must be reported on a revised Subcontractor Utilization Plan and submitted to the Trust for review and approval. The Trust will review the submitted Subcontractor Utilization Plan and advise the respondent of the Trust acceptance or issue a notice of deficiency within 30 days of receipt.

- B. If a notice of deficiency is issued, the respondent will be required to respond to the notice of deficiency within seven (7) business days of receipt by submitting to the Trust at Pier 40, 353 West Street, 2<sup>nd</sup> Floor Administration, New York, NY 10014, 212-627-2020, Attn.: General Counsel, a written remedy in response to the notice of deficiency. If the written remedy that is submitted is not timely or is found by the Trust to be inadequate, the Trust shall notify the respondent and direct the respondent to submit, within five (5) business days of notification from the Trust, additional information to cure the noted deficiency. Failure to cure noted deficiency in a timely manner may be grounds for disqualification of the proposal.

The Trust may disqualify a respondent as being non-responsive under the following circumstances:

- a) If a respondent fails to submit an Subcontractor Utilization Plan;
- b) If a respondent fails to submit a written remedy to a notice of deficiency;
- c) If a respondent fails to submit a request for waiver; or
- d) If the Trust determines that the respondent has failed to document good faith efforts.

The successful respondent will be required to attempt to utilize, in good faith, any M/WBE identified within its Subcontractor 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 the Trust, but must be made no later than prior to the submission of a request for final payment on the Contract.

The successful respondent will be required to submit a monthly Subcontractor Utilization Plan to the Trust.

## **II. SDVOB Requirements. Contractor Requirements and Procedures for Participation of Service Disabled Veteran-Owned Business.**

**SDVOB Requirements.** The Division of Service-Disabled Veterans' Business Development (“DSDVBD”) is housed within the New York State Office of General Services (“OGS”) and is tasked with promoting and encouraging the continuing economic development of Service-Disabled Veteran-Owned Businesses (“SDVOBs”). Through the DSDVBD, the State of New York aims to assist service-disabled veterans in playing a greater role in the economy of the state and to provide additional assistance and support to disabled veterans to better equip them to form and expand small businesses, thereby enabling them to realize the American dream they fought to protect. The Trust recognizes the need to promote the employment of service-disabled veterans and to ensure that certified service-disabled veteran-owned businesses have opportunities for maximum feasible participation in the performance of the Trust contracts.

In recognition of the service and sacrifices made by service-disabled veterans and in recognition of their economic activity in doing business in New York State, Respondents are expected to consider SDVOBs in the fulfillment of the requirements of the Contract. Such participation may be as subcontractors or suppliers, as protégés, or in other partnering or supporting roles.

New York State Law. New York State Executive Law Article 17-B governs requirements for the participation of SDVOBs in New York State contracting. The objective of Article 17-B is to expand opportunities for SDVOBs, primarily through increased participation in New York State contracting. The DSDVBD maintains a Directory of NYS Certified SDVOBs. The directory is updated regularly with the addition of any newly certified SDVOBs or necessary changes requested by the listed SDVOBs or DSDVBD staff. State personnel and other interested parties may contact the DSDVBD and request they be added to a distribution list to receive the directory and its regular updates via email. The Directory of NYS Certified SDVOBs is also posted on the OGS website.

Contract Goals. The Trust hereby establishes an overall **goal of 6%** for SDVOB participation, based on the current availability of qualified SDVOBs. For purposes of providing meaningful participation by SDVOBs, the Respondent should reference the directory of New York State Certified SDVOBs found at: <http://ogs.ny.gov/Core/SDVOBA.asp>. Additionally, following Contract execution, the selected Consultant is encouraged to contact the Office of General Services' Division of Service-Disabled Veterans' Business Development at 518-474-2015 or [VeteransDevelopment@ogs.ny.gov](mailto:VeteransDevelopment@ogs.ny.gov) to discuss additional methods of maximizing participation by SDVOBs on the Contract.

#### SDVOB Utilization Plan.

- A. In accordance with 9 NYCRR § 252.2(i), Respondents are required to submit a completed SDVOB Utilization Plan on the Subcontractor Utilization Plan form attached hereto with their proposal. If Respondent's proposed Subcontractor Utilization Plan provides for less than the stated goal in the RFP, Respondents must also submit an Application for Waiver of SDVOB Goal in support of the proposed goal.
- B. The Subcontractor Utilization Plan shall list the SDVOBs that the Respondent intends to use to perform the Contract, a description of the work that the Respondent intends the SDVOB to perform to meet the goals on the Contract, and an estimate of the percentage of Contract work the SDVOB will perform. By signing the Subcontractor Utilization Plan, the Respondent acknowledges that making false representations or providing information that shows a lack of good faith as part of, or in conjunction with, the submission of a Utilization Plan is prohibited by law and may result in penalties including, but not limited to, termination of a contract for cause, loss of eligibility to submit future bids, and/or withholding of payments. Any modifications or changes to the agreed participation by SDVOBs after the Contract award and during the term of the Contract must be reported on a revised SDVOB Utilization Plan and submitted to the Trust.
- C. The Trust will review the submitted SDVOB Utilization Plan and advise the Respondent of the Trust acceptance or issue a notice of deficiency within twenty (20) days of receipt.
- D. If a notice of deficiency is issued, selected Respondent agrees that it shall respond to the notice of deficiency, within seven (7) business days of receipt, by submitting to the Trust a written remedy in response to the notice of deficiency. If the written remedy that is submitted is not timely or is found by the Trust to be inadequate, the Trust shall notify the Respondent and direct the Respondent to submit, within five (5) business days of notification by the Trust, additional information to cure the noted deficiency. Failure to

cure the noted deficiency in a timely manner may be grounds for disqualification of the proposal.

The Trust may disqualify a Respondent's proposal as being non-responsive under the following circumstances:

- (i) If a Respondent fails to submit an SDVOB Utilization Plan on the Subcontractor Utilization Plan Form;
- (ii) If a Respondent fails to submit a written remedy to a notice of deficiency;
- (iii) If a Respondent fails to submit a request for waiver; or
- (iv) If the Trust determines that the Respondent has failed to document good faith efforts.

If awarded a Contract, the Consultant shall certify that it will follow the approved Subcontractor Utilization Plan for the performance of SDVOBs on the Contract pursuant to the prescribed SDVOB contract goals set forth in the Contract.

Contractor further agrees that a failure to use SDVOBs as agreed in the Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, the Trust shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor's non-responsibility.

Request for Waiver. In accordance with 9 NYCRR § 252.2(m), a Respondent that is able to document good faith efforts to meet the goal requirements may submit a request for a partial or total waiver on Form SDVOB 200, accompanied by supporting documentation. A Respondent may submit the request for waiver at the same time it submits its Subcontractor Utilization Plan. If the documentation included with the Respondent's waiver request is complete, the Trust shall evaluate the request and issue a written notice of acceptance or denial within twenty (20) days of receipt.

The selected Respondent shall attempt to utilize, in good faith, the SDVOBs identified within its Subcontractor 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 the Trust, but must be made no later than prior to the submission of a request for final payment on the Contract.

If the Trust, upon review of the Subcontractor Utilization Plan and Monthly SDVOB Compliance Report determines that Consultant is failing or refusing to comply with the contract goals and no waiver has been issued in regards to such non-compliance, the Trust may issue a notice of deficiency to the Consultant. The Consultant must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of SDVOB contract goals.

Waiver requests should be sent to the Trust.

Good Faith Efforts. In accordance with 9 NYCRR § 252.2(n), the Consultant must document its good faith efforts toward utilizing SDVOBs on the Contract and providing meaningful

participation by SDVOBs as subcontractors or suppliers in the performance of the Contract. Evidence of required good faith efforts shall include, but not be limited to, the following:

- (1) Copies of solicitations to SDVOBs and any responses thereto.
- (2) Explanation of the specific reasons each SDVOB that responded to Respondent/Consultants' solicitation was not selected.
- (3) Dates of any pre-bid, pre-award or other meetings attended by Respondent/Consultant, if any, scheduled by the Trust with certified SDVOBs whom the Trust determined were capable of fulfilling the SDVOB goals set in the Contract.
- (4) Information describing the specific steps undertaken to reasonably structure the Contract scope of work for the purpose of subcontracting with, or obtaining supplies from, certified SDVOBs.
- (5) Other information deemed relevant to the waiver request.

Monthly SDVOB Contractor Compliance Report. In accordance with 9 NYCRR § 252.2(q), the Consultant shall be required to report Monthly SDVOB Contractor Compliance to the Trust during the term of the Contract for the preceding month's activity, documenting progress made towards achieving the Contract SDVOB goals.

Breach of Contract and Damages. In accordance with 9 NYCRR § 252.2(s), any Contractor found to have willfully and intentionally failed to comply with the SDVOB participation goals set forth in the Contract, shall be found to have breached the contract and Contractor shall pay damages as set forth therein.

**EXHIBIT 6**  
**CONTRACT DRAFT**

**(SEPARATE ATTACHMENT)**

**(COPY OF SCOPE OF WORK ATTACHED HERETO)**

# PIER 63 LAWN RENOVATION – HUDSON RIVER PARK

## SCOPE OF WORK

### I. BACKGROUND

The Hudson River Park stretches from north of Chambers St. on the southern end of Manhattan to 59<sup>th</sup> street adjacent to the Route 9A West Side Highway. The park includes a continuous waterside esplanade, public piers, a marine sanctuary, basketball and tennis courts, boating facilities, concessions, synthetic athletic fields, gardens, lawns and more. The Pier 63 lawn is actively used and thus the Trust seeks an experienced landscape service contractor to re-sod the existing lawn. Work would take place in late October or early November depending on weather.

### II. QUALITY ASSURANCE

*Qualifications:* The Contractor's Landscape maintenance foreman shall be a competent English-speaking supervisor experienced in lawn renovation and irrigation repair and maintenance. The contractor must have a general knowledge of all landscape features. The personnel performing tasks shall be knowledgeable and competent in performing such tasks and familiar with all irrigation components. They must be trained to operate equipment properly and maintain a safe work zone at all times.

### III. SPECIFIC TASKS TO BE COMPLETED

The current lawn is approximately 59,000 square feet. The Trust seeks to replace 51,000 square feet of the existing lawn with bluegrass sod. See map for the general outline of the work area. Sod will be replaced within the outlined area in red. **Note: Work will likely be performed after October 31, 2021 and work must be complete by November 20<sup>th</sup>, 2021.** The Contractor is responsible for providing all materials, equipment and labor needed to perform all tasks.

1. Remove all existing turf from lawn as outlined by the Trust. Sod needs to be cut to a minimum depth of 1.5" with an approved sod cutter. Removal of sod with heavy equipment will be permitted but equipment type must be approved by the Trust prior to use. No trucks will be permitted on the lawn.
2. After Removal of all sod, Contractor will grade soil so that areas pitch towards drain basins and fill with approved soil any low lying areas to prevent puddles. Approximately 10,000 sq ft. at a depth of 3" of soil may be needed to complete this.
  - a. Where areas require additional soil to be added, Contractor must use soil type B. Refer to the Planting Soils and Soil Mix Component Materials attachment for specifications.
  - b. Final grade of lawn shall be smooth and tapered to allow for good surface drainage.
3. Removal of the soil/sod may expose structures or utilities such as concrete, drainage, electric, other plumbing features, etc... Most likely, these items are 1'-3' underground but it is possible that Contractor may run into them. All utilities and underground

infrastructure would need to be addressed and restored to current conditions if broken or compromised.

- a. Any gravel removed during work near drainage lines and basins will need to be restored.
4. Sod with Turf from Tuckahoe Farms that uses a Kentucky Bluegrass blend of ‘Midnight Star’, ‘Brilliant’ and ‘P105’ or equivalent approved by the Trust.
    - a. Sod must not have any gaps and seams must be tightly pressed together to prevent separation from forming during dry periods.
    - b. Sod must be installed so that the edges alternate.
    - c. Removal of old sod and soil will compromise current irrigation system. Contractor must ensure that when new sod is installed, all irrigation components are level with the top of the new lawn. All irrigation boxes, sprinklers and any other utility covers must be level with new lawn and newly established grade.
      - i. Sprinklers need to be installed to original locations. Hunter I-20 sprinklers are existing. All components in system need to be restored with same materials if damaged. Additionally, system needs to be 100% operational when work completed. The Trust will test the system before winterization to ensure optimal performance.
  5. All debris and materials associated with the work will be removed from the site by the Contractor at a time determined by the Trust. Equipment and materials can be stored on site with approval of the Trust. Contractor will be responsible for securing all equipment and materials.
  6. Contractor will provide a separate cost to water new sod for six weeks. Contractor will be responsible for all costs associated with the work inclusive of all materials, equipment, labor and water. Water sources within the Park may be limited at this time of year due to winterization of the systems.
  7. Extend concrete grass paver system 5’ from the western edge into the lawn. Area to be added is approximately 5’ x 12’. Refer to Paver Map 1 for specific area to be extended. Refer to L9103 and Paver Detail attachment for specifics on Paver work. Paver extension must adhere to the original specifications as described in L9103.
  8. Trust staff will be responsible for closing the lawn with temporary fencing during work and when work is completed.
  9. Prior to the start of work, Contractor must provide a logistics plan for protection and site mobilization as described below.

#### **IV. SITE MOBILIZATION**

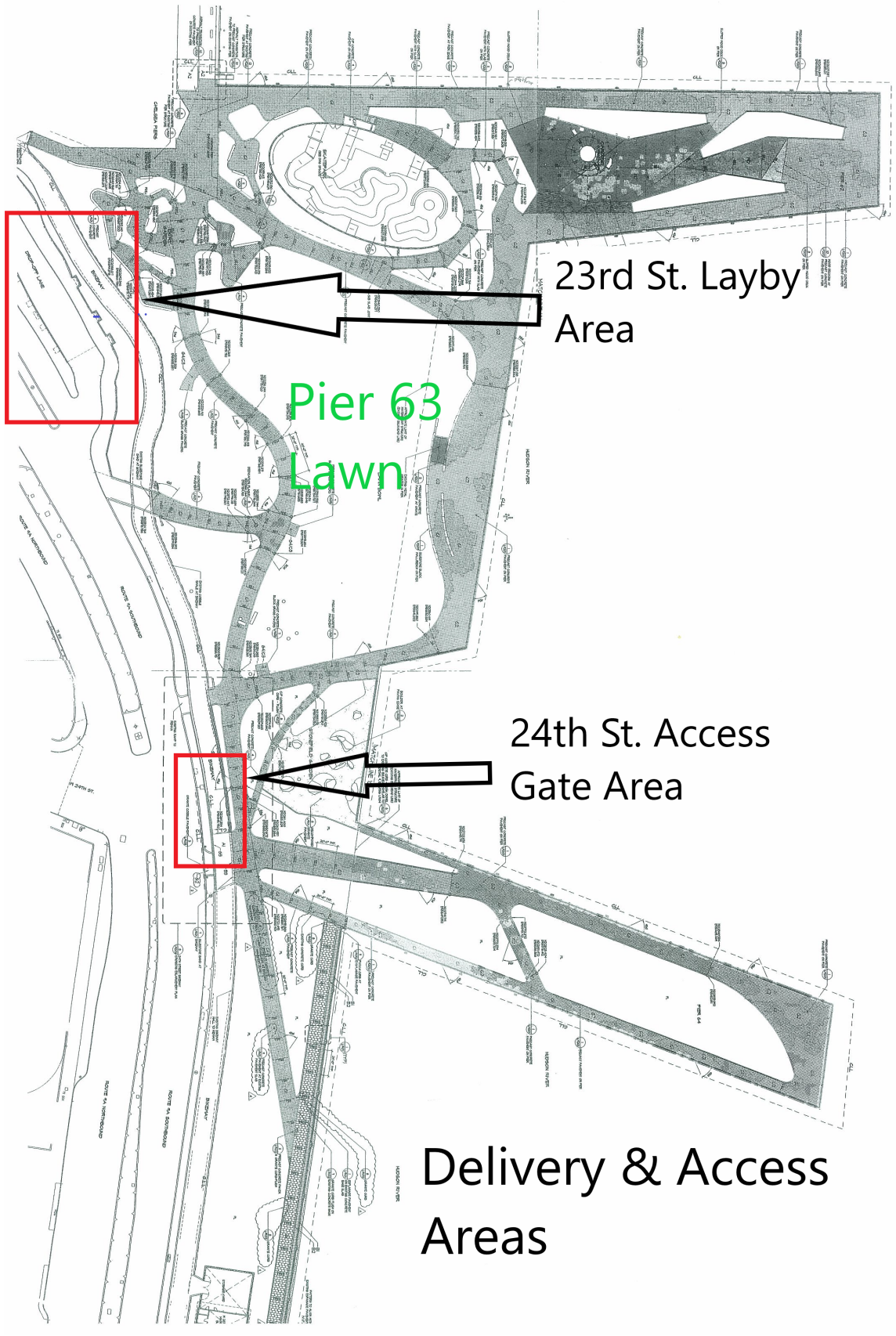
In conjunction with the performance of the work, the Contractor is responsible to provide on-site all of the following for site mobilization:

1. Protection – The work of this contract shall include the protection of all areas of the work site, public walkways and adjacent esplanade and bikeway. This protection must be installed prior to the start of on-site work. At a minimum, this shall include the installation of barricades, railings, cones, caution tape, etc. where work is to take place adjacent to public walkways or other publicly accessible areas.
2. Parking – In general the Contractor will not be provided parking permits for personal vehicles associated with the Contractor’s work force for areas within the Hudson River Park. One personal vehicle may be granted a parking permit and commercial vehicles directly associated with the performance of the work will be granted permits by the Trust solely related to their mobilization within the Hudson River Park.
3. Access & Deliveries – All access to the work site with vehicles must enter through the security gate located at 24<sup>th</sup> St and must be coordinated with Trust staff. Other deliveries not requiring a vehicle can be made using the 23<sup>rd</sup> St. layby. Contractor shall notify the Trust a minimum of 24 hours prior to every delivery. All material deliveries shall be made during normal business hours, unless approved or notified in advance by the Trust. No parking, staging, vehicular standing, etc., will be permitted on public streets / roadway in the vicinity of the site without required permits of which a copy must be filed with the Trust prior to receipt of any deliveries. **Note: Trust staff will support Contractor with unloading and staging of sod pallets around the work area.**
4. Existing Facilities & Park Infrastructure – The Contractor is responsible not to damage any existing facilities, amenities, hardscape, plant materials including turf or utilities that are clearly delineated (including underground) during the execution of this work. The Contractor at its own expense will repair any damage to existing facilities, amenities, hardscape, plant materials including turf or utilities. No additional time shall be granted for such damage and repairs caused by the Contractor.
5. The Hudson River Park is open to the public and can be permitted for closure due to special events or can be subject to closure due to emergency vehicle response. It will be the responsibility of the Contractor to schedule and/or perform work in accordance with the Trust’s schedule for permitted use of the premises.
6. The Contractor understands that any and all hours required to perform this scope of work shall be coordinated and approved by the Trust.
7. The Contractor shall coordinate and cooperate in all respects, during every phase of Contractor’s performance of the work, with the Trust, the Trust’s Maintenance personnel, other Contractors and any public authority or third party who may be employed or engaged in activity on or near the site in relation to the Project. The Contractor recognizes and acknowledges that its coordination and cooperation obligations are essential terms of the contract, and shall include, without limitation, making work areas available to other Contractors and occasional disruptions to Contractor’s performance of the work. Contractor acknowledges and recognizes that the performance by others involved in the Project of their respective work or the application of this clause may delay Contractor in the performance of the work or render the performance thereof more costly than if Contractor was not bound by the provisions of this clause. Contractor hereby agrees that it shall have no basis for any claims for an increase in the price for any alleged additional

costs, expenses or damages of whatsoever nature, and Contractor hereby waives any and all rights it may have to assert any such claim or cause of action against the Trust caused by or arising out of the aforesaid site conditions or any conditions arising off-site in relation to the Project or the general coordination and cooperation responsibilities of Contractor.

8. Without limitation of the obligations set forth herein, Contractor recognizes and acknowledges that certain areas of the Project may be, as such areas are executed and completed, designated restricted areas to which access by Contractor may be limited or prohibited. Contractor also recognizes and acknowledges that such designated areas may interfere with the orderly plan and execution of its operations and performance of the work. Accordingly, Contractor shall not assume there will be unrestricted access to or use of any area and must, prior to the commencement of the work and as the work progresses, assure to its satisfaction the access and other conditions affecting the work, by coordinating with the Trust's Representative.
9. Contractor warrants that all materials and equipment furnished under this Contract will be new unless otherwise specified, and that all Work will be of good quality, free from faults and defects and in conformance with the Contract Documents. All Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by the Trust, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.
10. Jurisdiction - Should questions of union jurisdiction arise, Contractor will immediately take steps to settle such disputes and will use such labor as may be determined to have jurisdiction at no additional cost to the Trust. Should contractor fail to take expeditious action, Contractor will be responsible for any time lost because of delays arising from such disputes. All labor shall be qualified in the installation and maintenance of landscape and irrigation materials and systems.
11. Temporary Power - Contractor must provide its own temporary power throughout their operations.





23rd St. Layby Area

Pier 63 Lawn

24th St. Access Gate Area

Delivery & Access Areas

## PLANTING SOILS AND SOIL MIX COMPONENT MATERIALS

### A. General:

1. All horticultural planting soil materials shall be used in blended combinations and, together with soil amendments, shall fulfill the requirements for new horticultural soil planting mixes as specified.
2. All materials obtained from off-site sources shall be new materials mined exclusively for use in this Contract Work. Materials specified in this Section include the following:
  - a. Coarse Sand for Drainage Layer.
  - b. Medium Sand as amendment for Planting Soil Mixes.
  - c. Coarse Sand as amendment for Planting Soil Mix.
  - d. Loam for Planting Soil Mixes.
  - e. Organic (Compost) amendment for Planting Soil Mixes.
  - f. Expanded Polystyrene Flakes (EPS Flakes) for Light Weight Soil Mixes.
3. Samples of individual components of horticultural soil mix materials, in addition to blended soil planting mixes, shall be submitted by the Contractor for testing and analysis to an approved Agricultural Chemist / Soils Testing Laboratory. Include verification testing of on-site subsoils and Planting Soils as requested by the Architect and/or Construction Manager during all operations of Contract Work. Comply with specific material requirements specified.
  - a. Do not utilize component material for horticultural soils mixes until certified test reports by an approved Agricultural Chemist / Soils Testing Laboratory of each soil material have been submitted, received, and approved by the Architect.
  - b. As necessary, make any and all horticultural soil mix amendments and resubmit test reports indicating amendments until approved.
  - c. Testing and analysis reports must be submitted within 14 calendar days of sampling.
4. Architect and/or Construction Manager may request additional soil testing by the Contractor for confirmation of mix quality and/or soil mix amendments at any time for duration of Contract through Substantial Completion.
5. Recycled Material: If any recycled material is utilized as part of the soil material or soil components proposed for Project in lieu of naturally deposited off-site material, Contractor shall perform additional material testing to demonstrate that the recycled material does not exceed heavy metal content as specified in Division 2 Section 02300 "Earthwork" (for fill/backfill installation requirements) and that the material otherwise complies with the criteria specified herein. Testing and related test reports submitted for approval shall be at Contractor's sole expense and shall not cause delay in the work.

6. Sources of Manufactured Soil Components: The following sources are acceptable for acquisition of soil components, subject to availability and conformance with the requirements specified herein for each soil type:
  - a. East Coast Mines, Route 2 Lewis Road, Quogue, NY 11959.
  - b. George Schofield Company, Inc., P.O. Box 110, Bound Brook, NJ 08805.
  - c. Approved equal.

B. Coarse Sand Material for Drainage Layer:

1. Provide a uniformly graded coarse sand as specified for placement directly upon the sub-grade as a Drainage Layer prior to the creation of a Transition Layer and prior to installation of any other planting soil mixes. Drainage Layer material shall be located in areas designated as lawn meadow areas or planting bed areas on the Contract Drawings.
2. Coarse Sand for Drainage Layer shall be the same material as specified herein for “Coarse Sand Material as Amendment for Soil Mixes”

C. Medium Sand Material as Amendment For Soil Mixes:

1. Medium Sand for mixing with loam to meet Specification requirements shall be a naturally occurring, manufactured, uniformly graded coarse sand consisting of clean, inert, rounded grains of quartz or other durable rock free from loam or clay, surface coatings, mica, and other deleterious materials. Medium Sand material shall comply with the following gradation for material passing a Number 10 Sieve for washed sieving.

<u>U.S. Sieve Size No.</u>	<u>% Passing Minimum</u>	<u>% Passing Maximum</u>
10	100	-
18	70	90
35	35	60
60	12	25
140	2	20
270	0	5
0.002m	0	0.5
m		

- a. Maximum size shall be one-half inch (1/2”) largest dimension. The maximum retained on the #10 sieve shall be 15% by weight of the total sample.
- b. The ratio of the particle size for 70% passing (D70) to the particle size for 20% passing (D20) shall be 3.0 or less ( $D70/D20 < \text{or} = 3.0$ ).
- c. Tests shall be by combined hydrometer and wet sieving in compliance with ASTM D422. Test results shall be submitted for both percent (%) retained and percent (%) passing for all sieve sizes.

D. Coarse Sand Material as Amendment For Soil Mixes:

1. Coarse Sand for mixing with loam to meet Specification requirements shall be a naturally occurring, manufactured, uniformly graded coarse sand consisting of clean, inert, rounded grains of quartz or other durable rock and free from loam or clay, surface coatings, mica, other deleterious materials. Coarse Sand material shall comply with the following gradation for material passing a Number 10 Sieve for washed sieving:

<u>U.S. Sieve Size No.</u>	<u>% Passing Minimum</u>	<u>% Passing Maximum</u>
10	100	-
18	50	80
35	20	45
60	8	20
140	0	8
270	0	3
0.002mm	0	0.3

- a. Maximum size shall be one-inch (1”) largest dimension. The maximum retained on the #10 sieve shall be 20% by weight of the total sample.
- b. The ratio of the particle size for 70% passing (D70) to the particle size for 20% passing (D20) shall be 3.0 or less ( $D70/D20 < \text{or} = 3.0$ ).
- c. Tests shall be by combined hydrometer and wet sieving in compliance with ASTM D422. Test results shall be submitted for both percent (%) retained and percent (%) passing for all sieve sizes.

E. Loam Material For Soil Mixes:

1. Loam material for mixing to produce Soil Mixes shall conform to the following grain size distribution for material passing the #10 sieve and shall be tested to confirm the following characteristics:

<u>U.S. Sieve Size No.</u>	<u>% Passing Minimum</u>	<u>% Passing Maximum</u>
10	-	100
18	85	100
35	70	95
60	55	83
140	34	50
270	26	42
0.002mm	3	6

- a. Maximum size shall be one-inch (1”) largest dimension. The maximum retained on the #10 sieve shall be 20% by weight of the total sample.
- b. The ratio of the percent passing the Number 270 sieve to the percent passing 0.002 mm should be a minimum of six.

- c. Tests shall be by combined hydrometer and wet sieving in compliance with ASTM D422. Test results shall be submitted for both percent (%) retained and percent (%) passing for all sieve sizes.
- d. Loam shall have an organic content between 4.0 and 8.0 percent on a dry weight basis.
- e. The ratio of the particle size for 80% passing (D80) to the particle size for 30% passing (D30) shall be 8.0 or less ( $D80/D30 < \text{or} = 8.0$ ).

F. Organic (Compost) Material as Amendment For Soil Mixes:

- 1. Organic Matter for amending planting media shall be a stable, humus-like, material produced from the aerobic decomposition and curing of organic biosolids residues. The residues shall consist of compost meeting New York DEP Type 1 requirements, or approved equal. The compost shall be a dark brown to black color, with no visible free water or dust, with no unpleasant odor, and shall be capable of supporting plant growth with appropriate management practices in conjunction with addition of fertilizer and other amendments as applicable.
- 2. Organic Matter (Compost) shall comply with the following criteria as confirmed by laboratory tests and submitted test reports.
  - a. Carbon/Nitrogen Ratio: Carbon to nitrogen ratio shall be in the range of 10:1 to 25:1.
  - b. Stability shall be assessed by the Solvita procedure as specified in the Solvita Manual (version 4.0). Based on procedure specified, compost must achieve a maturity index of 6 or more. Woods End Research Laboratory, Mt. Vernon, Maine, shall conduct stability tests.
  - c. Pathogens/Metals/Vector Attraction reduction shall meet 40 CFR Part 503 rule, Table 3, page 9392, Vol. 58 No. 32.
  - d. Organic Content shall be at least 25 percent (dry weight). One hundred percent (100%) of the material shall pass a 3/8-inch (or smaller) screen. Debris such as metal, glass, plastic, wood (other than residual chips), asphalt, or masonry shall not be visible and shall not exceed one percent (1%) dry weight. Organic content shall be determined by weight loss on ignition for particles passing a number 10 sieve based on the reference standard ASTM F1647 modified as follows:
    - 1) A 50-cc sub-sample of the screened and mixed compost is ground to pass the number 60 sieve.
    - 2) Two to three grams (+ 0.001g) of ground sample, dried to a constant weight at 105 degrees C. is placed into a muffle furnace. The temperature is slowly raised (5 degrees C./minute) to 450 degrees C. and maintained for three (3) hours.
    - 3) The sample is removed to an oven to equilibrate at 105 degrees C. and the weight is taken.
    - 4) Organic matter is calculated as loss on ignition.

- e. PH Measurement: The pH shall be between 5.5 and 8.0 as determined from a 1:1 soil- distilled water suspension using a glass electrode pH meter complying with ASTM D4972.
- f. Salinity (Soluble Salt Content): Electrical conductivity of a 1:2 soil to water ratio extract shall not exceed 2.0 mmhos/cm (dS/m).
- g. The compost shall be screened to 3/8 inch maximum particle size and shall contain not more that 3 percent material finer that 0.002mm as determined by hydrometer test on ashed material.
- h. Provide results for Cation exchange capacity in meq/100g when tested by the exchangeable acidity method.
- i. **Provide results for pH when tested by the SMP Method.**

G. Expanded Polystyrene Flakes (EPS Flakes) For Light Weight Soil Mixes:

- 1. Expanded polystyrene shall be rigid thermoplastic polymer of styrene typically used for packing and insulation.
- 2. EPS Flakes shall conform to the following characteristics:
  - a. Weight of loose flakes shall be 0.60 to 3.0 pounds per cubic foot.
  - b. Flakes shall pass a 3/4" sieve with less than 15% passing a number 6 sieve.
  - c. Flakes shall be packaged, shipped, and delivered in sealed plastic bags.
- 3. EPS Flake Sources:
  - a. Thermal Foams, Inc., 6137 South Bay Road, Cicero, NY 13039.
  - b. Shelter Enterprises, Box 618, Saratoga Street, Cohoes, NY 12065.
  - c. Or approved equal.

**PLANTING SOIL MIXES**

A. General:

- 1. Mixing of loam, sand, and compost to produce the planting soil mixes shall be completed at an off-site facility specifically established for the purpose of controlled soil mixing. Uniformly mix ingredients by windrowing and turning or other approved method. Organic matter shall be maintained moist, not wet, during mixing. Percentages of components, unless otherwise noted, will be established upon completion of individual test results for components of the various mixes.
- 2. Adequate quantities of mixed planting soil materials shall be provided to attain, after compaction and natural settlement, all design finish grades. In addition, allow for quantities required by transition zones and for Extra Materials.

- B. **Mixing Soils:** Uniformly mix ingredients of Loam, Sand type specified, Organic Matter/Compost, and other ingredients deemed to be necessary as a result of testing in the proportions and to requirements specified for each Planting Soil Mix Type. Mix to achieve uniformity by windrowing and turning or other method approved by Architect on an approved hard surface area.
1. Organic matter shall be maintained moist, not wet, during mixing.
  2. Other amendments shall not be added unless approved to extent and quantity by Architect and additional tests have been conducted to verify that type and quantity of amendment is acceptable.
- C. **Planting Soil Mix Types:** Provide the following planting soil mix types at the locations indicated. Percentages of component materials, unless otherwise specified, will be established upon completion of individual test results for each component of the different planting soil mixes and their respective plant type locations.
1. **Planting Soil Mix “A”:**
    - a. Planting Soil Mix ‘A’ shall be a soil produced off-site to produce a growing medium for areas designated as planting bed areas on the Contract Drawings.
    - b. Medium Sand, Organic Matter/Compost, and Loam material components meeting the requirements specified for these ingredients shall be combined to create a uniform blend, that meets the following requirements:
      - 1) Percent passing a Number 270 sieve (for material passing a Number 10 sieve) shall be between 13 and 18 percent.
      - 2) Percent of material finer than 0.002 mm (for material passing a Number 10 sieve) shall be between 4 and 8 percent.
      - 3) The ratio of the particle size for 80% passing (D80) to the particle size for 30% passing (D30) shall be 6.0 or less ( $D80/D30 < \text{or} = 6.0$ ).
      - 4) Organic content goal shall be between 6.0 and 8.0 percent.
      - 5) The saturated hydraulic conductivity of the mix shall be not less than 4 inches per hour when compacted to a minimum of 85% Standard Proctor.
      - 6) Mixed soil pH shall be between 6.6 and 7.0.
      - 7) Salinity: Electrical conductivity of a one to two soil to water ratio extract shall be in the range of 0.08 to 0.50 mmhos/cm (dS/m).
      - 8) Provide results for Cation Exchange Capacity in meq/100g when tested by the exchangeable acidity method.
      - 9) Provide results for BpH when tested by the SMP method.
      - 10) The maximum retained on the #10 sieve shall be 20% by weight of the total sample.
      - 11) In addition to the above requirements, the gradation for mixed material passing a Number 10 sieve shall conform to the following:

<u>U.S. Sieve Size No.</u>	<u>% Passing Minimum</u>	<u>% Passing Maximum</u>
10	100	-
18	75	95
35	40	65
60	27	38
140	16	24
270	13	18
0.002 mm	4	8

2. Planting Soil Mix 'B':

- a. Planting Soil Mix "B" shall be a soil mixed off-site to produce a growing medium for areas designated as lawn and planting bed areas (under Planting Soil Mix "A") on the Contract Drawings.
- b. Medium Sand, Organic Matter/Compost, and Loam material components meeting the requirements specified for these ingredients shall be combined to create a uniform blend that meets the following requirements:
  - 1) Percent passing a Number 270 sieve (for material passing a Number 10 sieve) shall be between 8 and 13 percent.
  - 2) Percent of material finer than 0.002 mm (for material passing a Number 10 sieve) shall be between 1.5 and 3.0 percent.
  - 3) The ratio of the particle size for 70% passing (D70) to the particle size for 20% passing (D20) shall be 5.0 or less ( $D70/D20 < \text{or} = 5.0$ ).
  - 4) Organic content goal shall be between 3.0 and 4.0 percent.
  - 5) The saturated hydraulic conductivity of the mix shall be not less than 5 inches per hour when compacted to a minimum of 88% Standard Proctor.
  - 6) Mixed soil pH shall be between 6.5 and 6.8.
  - 7) Salinity: Electrical conductivity of a one to two soil to water ratio extract shall be in the range of 0.08 to 0.50 mmhos/cm (dS/m).
  - 8) Provide results for Cation Exchange Capacity in meq/100g when tested by the exchangeable acidity method.
  - 9) Provide results for BpH when tested by the SMP method.
  - 10) The maximum retained on the #10 sieve shall be 20% by weight of the total sample.
  - 11) In addition to the above requirements, the gradation for mixed material passing a Number 10 sieve shall conform to the following:

<u>U.S. Sieve Size No.</u>	<u>% Passing Minimum</u>	<u>% Passing Maximum</u>
10	100	-
18	65	90
35	35	52
60	20	32
140	12	18
270	8	13
0.002m m	1.5	3.0

3. Light Weight Soil Mix:

- a. Light Weight Soil Mix shall be mixed off-site to produce a growing medium for areas at Upland areas as indicated and on Pier 64, Pier 63, and Pier 62 under Planting Soil Mix “A” in tree planting beds and under Planting Soil Mix “B” for tree planting in lawn areas on Pier 64, Pier 63, and Pier 62 as indicated on the Contract Drawings.
- b. Planting Soil Mix “B” and EPS Flake material components meeting the requirements specified for these ingredients shall be combined in an approximate ratio of one (1) part Planting Mix “B” and one (1) part EPS Flakes by volume to create a uniform blend that meets the following requirements:
  - 1) Saturated bulk density shall range between 48 and 55 pounds per cubic foot when compacted to a minimum of 90% Standard Proctor in compliance with ASTM Method D698. Saturated bulk density shall be measured with all voids filled with water.
  - 2) The saturated hydraulic conductivity of the mix shall be not less than 2 inches per hour when compacted to a minimum of 90% Standard Proctor.

D. Source Quality Control Testing of Planting Soil Mixes:

1. Contractor shall submit each of the specified planting soil mixes for testing and analysis to Architect approved Agricultural Chemist / Soils Testing Laboratory to confirm compliance with the Contract Documents. Component ingredients of each soil mix shall comply with previously submitted and approved test reports. All soils and soil mixes shall be approved at the source by Architect before delivery to the site.
2. Tests shall be by combined hydrometer and wet sieving in compliance with ASTM D422. Organic content shall conform to ASTM F1647 as specified.
3. Perform initial tests to confirm compliance of component materials and soil mix specifications. Initial test results of each soil mix, when approved by Architect, will establish the standard to which all other test results for the respective soil mix shall conform.
4. Follow-up Testing: Have one (1) composite mix sample tested prior to delivery

and one (1) composite mix sample tested upon arrival to the job site for each 500 cubic yards of mix production material.

# Concrete Grass Paver Details

## 1.1 PRE-CAST CONCRETE GRASS BLOCK PAVERS

### A. Source Limitations for Pre-cast Concrete Grass Block Unit Pavers:

1. Pre-cast concrete grass block pavers with designated unit type “C-3” are specified to be manufactured by Hanover Architectural Products, 240 Bender Road, Hanover, PA 17331 (717/637 0500) as a “Basis of Design”.
2. Product options for each of the designated unit types as manufactured by Wausau Tile Inc.; 9001 Bus. 51 South, Wausau, WI 54402 (800/388-8728) or Nitterhouse Masonry Products, LLC, P.O. Box 692, Chambersburg, PA 17201 (717/267-4500), will be considered and, subject to the Architect’s approval, may be acceptable if conforming to all of the following criteria (including color and finish):
  - a. Average Minimum Compressive Strength: 8500 psi.
  - b. Max. Absorption Rate: 5%.
  - c. Modulus of Rupture: 1,100 psi at 2” thick.
  - d. Minimum Weight: 25 lbs./sq. ft. at 2” thick.
  - e. Single homogeneous mix.
  - f. Thicknesses: As shown on Contract Drawings.
  - g. Color and Finish: As specified herein for each designated unit paver type.

### B. Color and Finish for Precast Concrete Grass Block Pavers: The following establishes an acceptable color range and finish that is approved by Architect and Owner for each designated unit type:

1. Pre-cast Concrete Grass Block Paver Type “C-3” shall be “EcoGrid” in “Natural” color as manufactured by Hanover Architectural Products.
2. Grout shall be capable of developing minimum compressive strength of 5000 psi (34 MPa) in 28 days.
3. Grout shall show no shrinkage prior to initial setting in accordance with ASTM C827 and after hardening in accordance with ASTM C157.

## 1.2 PRE-CAST CONCRETE GRASS BLOCK PAVERS (TYPE C-3) AND CUT GRANITE UNITS (TYPE G-4) SUB-BASE AND SETTING

- A. Place compacted open graded stone sub-base courses in the layers and of thickness indicated for each layer.
- B. Place compacted open graded setting aggregate as indicated and set pre-cast concrete grass block paver units firmly in setting aggregate with spacing as shown for future installation of planting soil and grass.

1. Include placement of random located cut granite setts (Type G-4) in apertures of and set flush with block paver units.

### **1.3 REPAIR, CLEANING, AND PROTECTION**

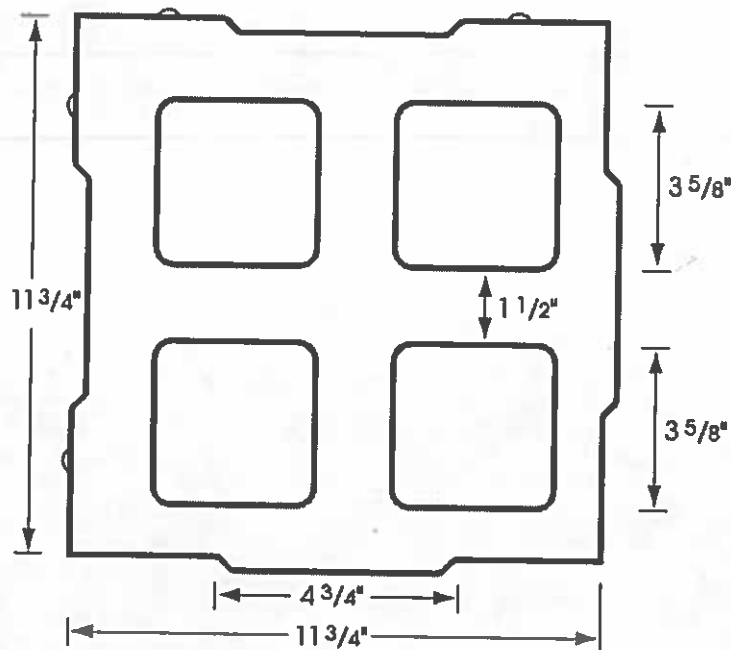
- A. Prohibit traffic from installed unit paver installations for a minimum of 72 hours.
- B. In-Progress Cleaning: Clean stonework and other paving units as work progresses. Remove grout/mortar fins and smears before tooling joints.
- C. Correction of Deficiencies: Contractor shall remove and replace or install additional hot-mix asphalt where test results or measurements indicate that it does not comply with specified requirements.
- D. Examine all work and repair all damage. Clean soiled or stained surfaces. Remove excess grout from exposed paver surfaces; wash and scrub clean. In the event damage is irreparable, or soiled or stained surface cannot be cleaned, then remove and replace such items at no additional cost to Owner.
- E. Remove and replace unit pavers that are loose, chipped, broken, stained, or otherwise damaged or that do not match adjoining units as intended. Provide new units to match adjoining units and install in same manner as original units, with same joint treatment and with no evidence of replacement.



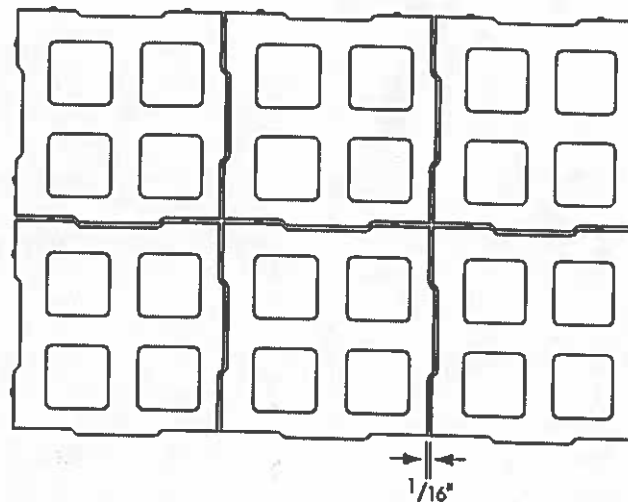
# PERMEABLE PAVING UNIT

## EcoGrid®

11 3/4" x 11 3/4" x 4"



The need for a pervious concrete paving unit that allows water to permeate the soil has become increasingly important. Our municipalities now require that rain and storm water runoff be controlled and retained. Sized at 11 3/4" x 11 3/4" x 4", Hanover's EcoGrid® will provide the project with 39% open space for grass turf or drainage aggregate. EcoGrid® has the largest percentage of open space in the industry, allowing the most opportunity for water to permeate into the sub-soil. EcoGrid® provides the maximum percolation that a normal drainage field system will accept. Stocked in Natural color, EcoGrid® interlocks for stability to support moderate vehicular traffic.



Please Note: Sizes shown are nominal. Products are made to fit metric modules.  
Overall dimensions include one spacer.

# HANOVER®

## Architectural Products

240 Bender Road, Hanover, PA 17331  
Voice: (717) 637-0500 Fax: (717) 637-7145  
<http://www.hanoverpavers.com>

**RECEIVED**

AUG 19 2008

MICHAEL VAN VALKENBURGH  
ASSOCIATES, INC.

PADILLA CONSTRUCTION SVCS.,  
HUDSON RIVER PARK SEGMENT 5  
PROJECT NO. C4127  
SUBMITTAL: 2  
ITEM C3 - Grass Pavers Product Data

**EXHIBIT 7**  
**Protest Procedures**

The procedures set forth in this Exhibit shall apply to all protests (collectively, “Protests” and each individually, a “Protest”) related to this procurement. The Trust will not entertain any Protest that is untimely or fails in any manner to comply fully with the procedures set forth in this section.

Types of Protests. There are three types of procurement Protests:

- Pre-Proposal Protest: A protest submitted prior to the Submission Deadline to challenge the notice procedures followed by the Trust;
- Pre-Award Protest: A protest submitted after the Submission Deadline but before Contract execution; and
- Post-Award Protest: A protest submitted after the Contract has been executed, but only to the extent that the protest is based on newly discovered information that was not available prior to execution of a Contract.

Submission of Protests/Deadlines. All Protests must be in writing and must be submitted in accordance with the following timeline for the following types of Protests:

- A Pre-Proposal Protest must be submitted at least two (2) business days prior to the Submission Deadline set forth in Part I of the RFP;
- A Pre-award Protest must be submitted five (5) business days from the later of receipt of Notice of the Trust’s contingent award of the Contract and the date proposals are made publicly available; and
- A Post-award Protest must be submitted five (5) working days from the date the protesting party knew or should have known the newly discovered evidence that serves as the grounds of its Protest.

A Protest will be considered submitted when the Protest is received by the Trust.

Contents of Protest: The Protest should include, without limitation, the following information:

- name, address and telephone number of the protester;
- appropriate identification of the procurement, including the Contract Number;
- statement of the basis of the Protest;
- supporting exhibits and documentary evidence to substantiate the grounds for the Protest; and

- form of relief requested.

Address for Submission of Protests:

Hudson River Park the Trust  
Pier 40, 2nd Floor  
353 West Street  
New York, NY 10014  
Attention: General Counsel

Method of Submission: Hand, Express Mail, or other nationally-known overnight courier.

Envelope: The envelope enclosing the Protest must be clearly labeled “PROTEST” and must list the Contract Number to which the Protest relates.

Additional Information: The Trust may request that the protestor submit additional information that it may need in order to consider the Protest. Any additional information requested by the Trust must be submitted within the time period established by the Trust in order to expedite consideration of the Protest. Failure of the protestor to comply with a request for information within the specified time period will result in a resolution of the Protest without consideration of any information subsequently submitted by the protestor in an untimely manner.

Determinations. The Trust’s General Counsel or his/her designee has the authority to make a final determination. The Trust will respond to each substantive issue in the Protest. The Trust may, in its sole discretion, meet with the protesting respondent and any affected party to discuss the Protest. The Trust shall have the right to take such appropriate action as may be in the best interests of the Trust and the City in light of the determination.

The Trust’s determination shall be final. The respondent shall have been deemed to have received the Trust’s determination notice no later than five (5) days from the date of mailing or upon delivery, if delivered by hand of the Trust’s determination.