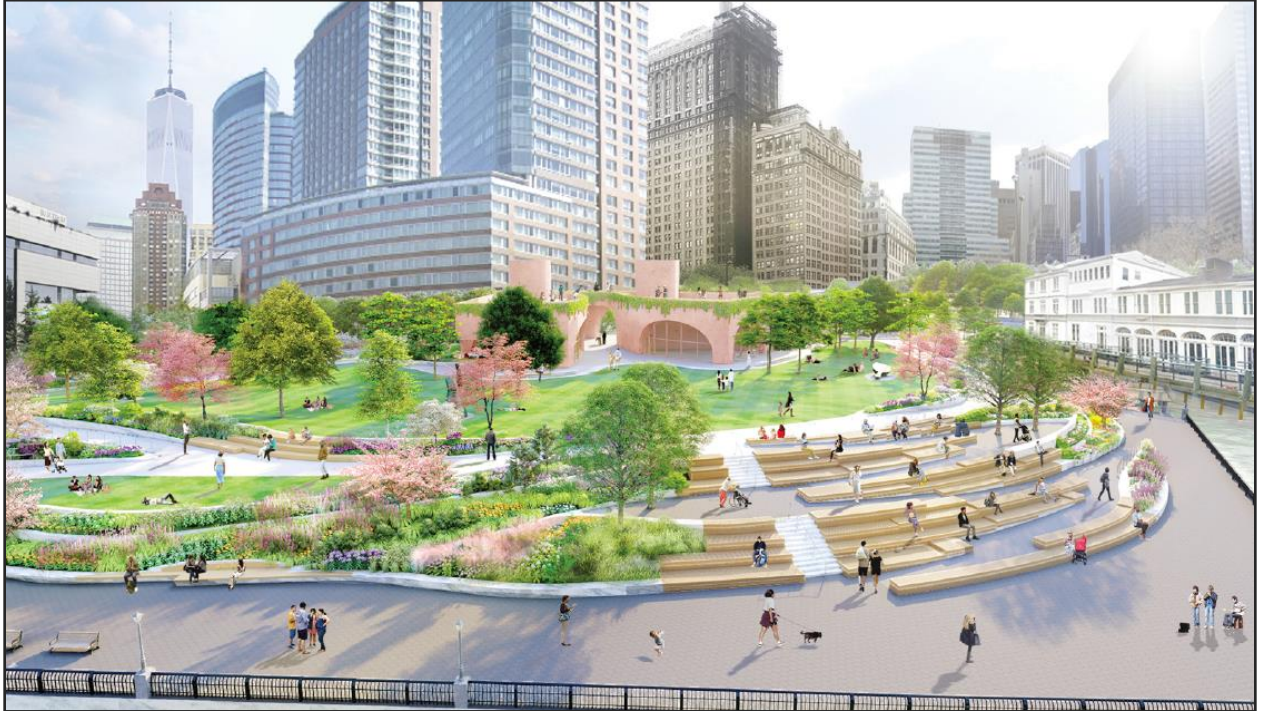




**Battery Park
City Authority**



REQUEST FOR PROPOSALS

Wagner Park Pavilion
Food & Beverage Concept
Battery Park City, Manhattan, New York

RFP RELEASE DATE: OCTOBER 31, 2024

INFORMATION SESSION: NOVEMBER 18, 2024; 11:00 AM EST

SITE VISIT: TBD

DEADLINE TO SUBMIT PROPOSALS: JANUARY 15, 2025; 5:00 PM EST

SUMMARY

Premises: The Wagner Park restaurant will be located in the new Pavilion Building with unobstructed views of Wagner Park, New York Harbor, and the Statue of Liberty, as depicted in **Exhibit A – Renderings and Section VI - The Premises**. The restaurant will have over 5,000 square feet of kitchen and dining space including indoor and outdoor dining areas, food preparation space, bathrooms, and kitchen/back of house space. The Wagner Park area, Lower Manhattan, has over 67,000 residents and hosts more than 9 million tourists annually.

Premises is offered in “as-is, where-is” condition.

Permitted Uses: Food and beverage concept with storage and outdoor seating

License Term: Up to ten (10) years

Extension Period(s): Up to two additional 5-year periods

License Fee: Subject to agreement with future restaurant operator

Information Session: **November 18, 2024; 11:00 AM EST**

Proposal Deadline: **January 15, 2025; 5:00 PM EST**

Site Visit: BPCA will host a site visit if construction conditions allow for Proposers to visit the site safely. An addendum will be posted to BPCA’s [website](#) if and when a site visit is scheduled.



Rendering of view of New York Harbor and Statue of Liberty looking south with Restaurant Space to the left

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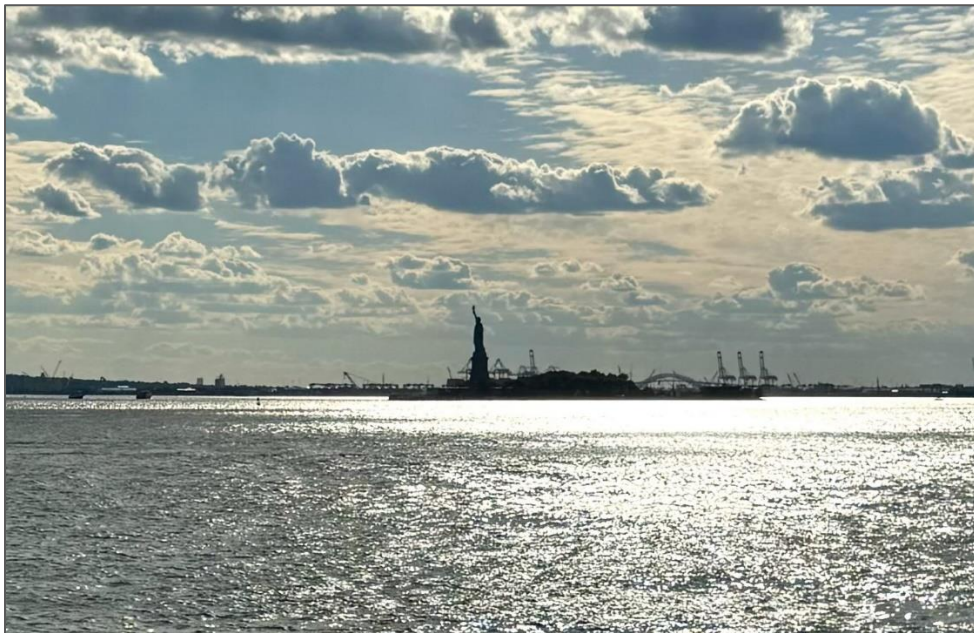
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I. INTRODUCTION

The Battery Park City Authority (“**BPCA**”) is issuing this Request for Proposals (the “**RFP**”) seeking proposals (each a **Proposal**” and collectively the “**Proposals**”) from qualified parties (each a “**Proposer**” and collectively the “**Proposers**”) for the operation of a food and beverage establishment at the rebuilt Wagner Park in Battery Park City with sweeping views of the Statue of Liberty and New York Harbor. The Proposer that is ultimately selected through this RFP process will be hereinafter referred to as the “**Licensee**.”

As the gateway to Battery Park City and the southern terminus of Manhattan, Wagner Park presents a premier opportunity to bring a food and beverage concept to one of Manhattan’s most unique open spaces.



View of Statue of Liberty from Wagner Park

PURPOSE OF THIS REQUEST FOR PROPOSAL

The purpose of this RFP is to solicit and evaluate Proposals from experienced food and beverage operators who can establish and operate a high-quality and affordable food and beverage concept to provide an amenity to Wagner Park patrons. The ultimate Licensee will partner with BPCA to offer a food and beverage concept, featuring both dine-in and takeaway options, that is thoughtful, creative, and interesting to enhance the Wagner Park experience.

II. BACKGROUND

BATTERY PARK CITY AUTHORITY

Established in 1968 by the New York State Legislature, the Battery Park City Authority, d/b/a Hugh L. Carey Battery Park City Authority is a New York State public benefit corporation charged with planning, creating, coordinating, and sustaining a balanced community of commercial, residential, retail, and park space within Battery Park City. Through execution of its strategic plan, BPCA works daily toward being an inclusive community, a safe and climate resilient place, and a vibrant public space, all while demonstrating leadership for the future with a team dedicated to improving service and project delivery. BPCA is governed by a Board of Directors consisting of seven members appointed by the Governor.

BATTERY PARK CITY

Developed in the late 1980s on reclaimed land from the Hudson River, Battery Park City comprises 92 acres, of which over 36 acres are public open space consisting of parks, tree-lined promenades, and waterfront esplanades with year-round programming and events open to the public. The neighborhood has 8,275 residential units, nearly 17,000 residents; 10.7 million square feet of office space; and offers spectacular views of the Hudson River. Residents and visitors can enjoy an array of cultural events, outdoor and athletic activities, shopping, and casual and fine dining in the area. Battery Park City is also home to several historic and cultural landmarks, such as [The Skyscraper Museum](#), [Museum of Jewish Heritage – A Living Memorial to the Holocaust](#), [Poets House](#), and the [NYC Police Memorial](#). Battery Park City has achieved worldwide acclaim as a model and blueprint for successful urban development.



Aerial view of Battery Park City looking east

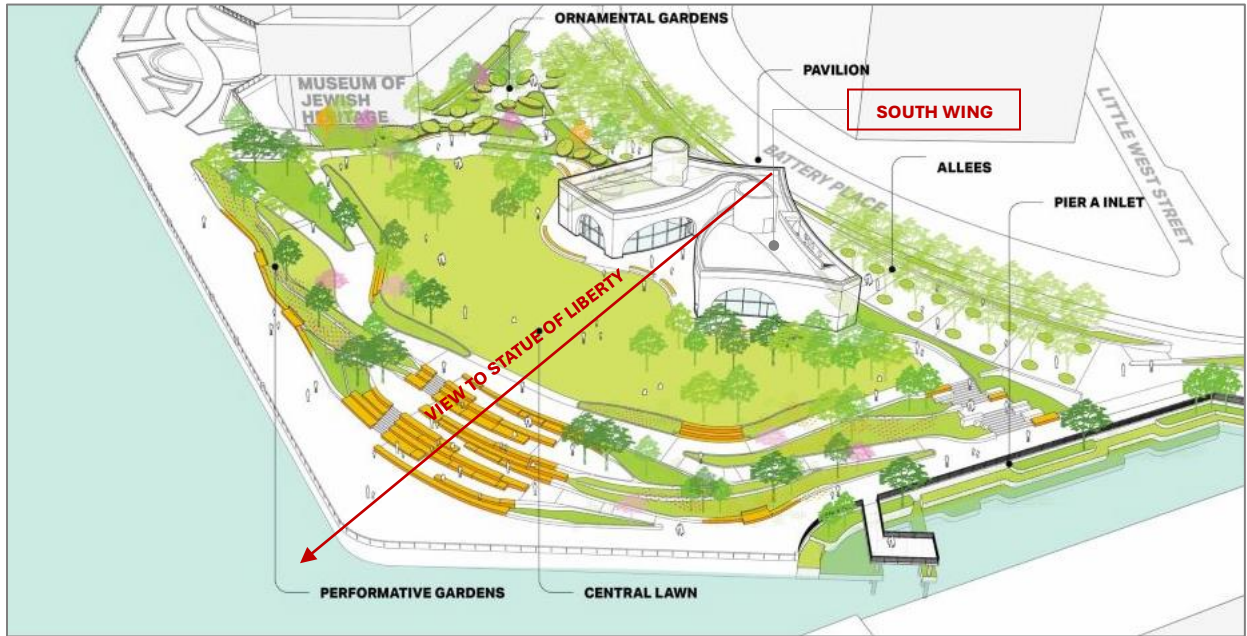
WAGNER PARK

Wagner Park is a 3.5-acre waterfront greenspace haven that boasts unobstructed views of the Statue of Liberty, Ellis Island and New York Harbor. In 2023, BPCA commenced the [South Battery Park City Resiliency Project](#), which, by rebuilding and elevating the park atop a buried flood barrier system, will protect the park and the adjacent community against more severe and more frequent storms. The rebuilding of Wagner Park is estimated to be complete in early summer 2025. As part of the project, BPCA is constructing a new pavilion building in the park (the “Pavilion”). Upon completion, the Pavilion will serve as a neighborhood amenity featuring arts, cultural, recreational, community programming and food and beverage for a broad range of park users. Both the new Wagner Park and Pavilion will offer world class views and amenities on a robust and climate resilient park. The Pavilion will service Battery Park City’s and the Financial District’s 53,000 residents, as well as the annual 9.4 visitors to Lower Manhattan.¹



Rendering of Wagner Park Restaurant outdoor dining area

¹ U.S. Census Bureau, 2020 Census Redistricting Data Population Division, NYC Department of City Planning and <https://downtownny.com/research/lower-manhattan-real-estate-overview-q1-2024/#:~:text=Tourism%20Continued%20Rebound%20in%202023,notably%20higher%20than%20Q1%202023.>



Map of rebuilt Wagner Park



Rendering of view from Wagner Park and the Pavilion looking south on to Pier A Plaza

III. RFP TIMELINE & DESIGNATED CONTACT

Event	Date
RFP Release Date	October 31, 2024
RFP Information Session (In-person or virtual)	November 18, 2024; 11:00 AM EST (see below)
Site Visit	TBD (see below)
Deadline to Submit Questions to BPCA	December 16, 2024
Deadline for BPCA to Respond to Questions	December 19, 2024
Proposal Due Date	January 15, 2025; 5:00 PM EST

Designated Contact: Michael LaMancusa, Associate Contracting Officer at BPCA, Michael.lamancusa@bpcanyc.gov.

- **RFP Information Session:** please email the Designated Contact with the name(s), title(s), firm(s) or organization(s), and email address(es) of all attendees by **November 15, 2024 at 5:00 PM EST**.
- **Site Visit:** The site and structure are currently under construction. BPCA will determine whether a site visit can be done safely and will post an addendum on BPCA's [website](#) informing Proposers if and when a site visit is able to be scheduled.
- **Questions:** all questions regarding this RFP should be submitted in writing via email to the Designated Contact named above.
- **RFP Updates:** please email the Designated Contact named above to subscribe to email updates on this RFP.

IV. SUBMISSION OF PROPOSALS

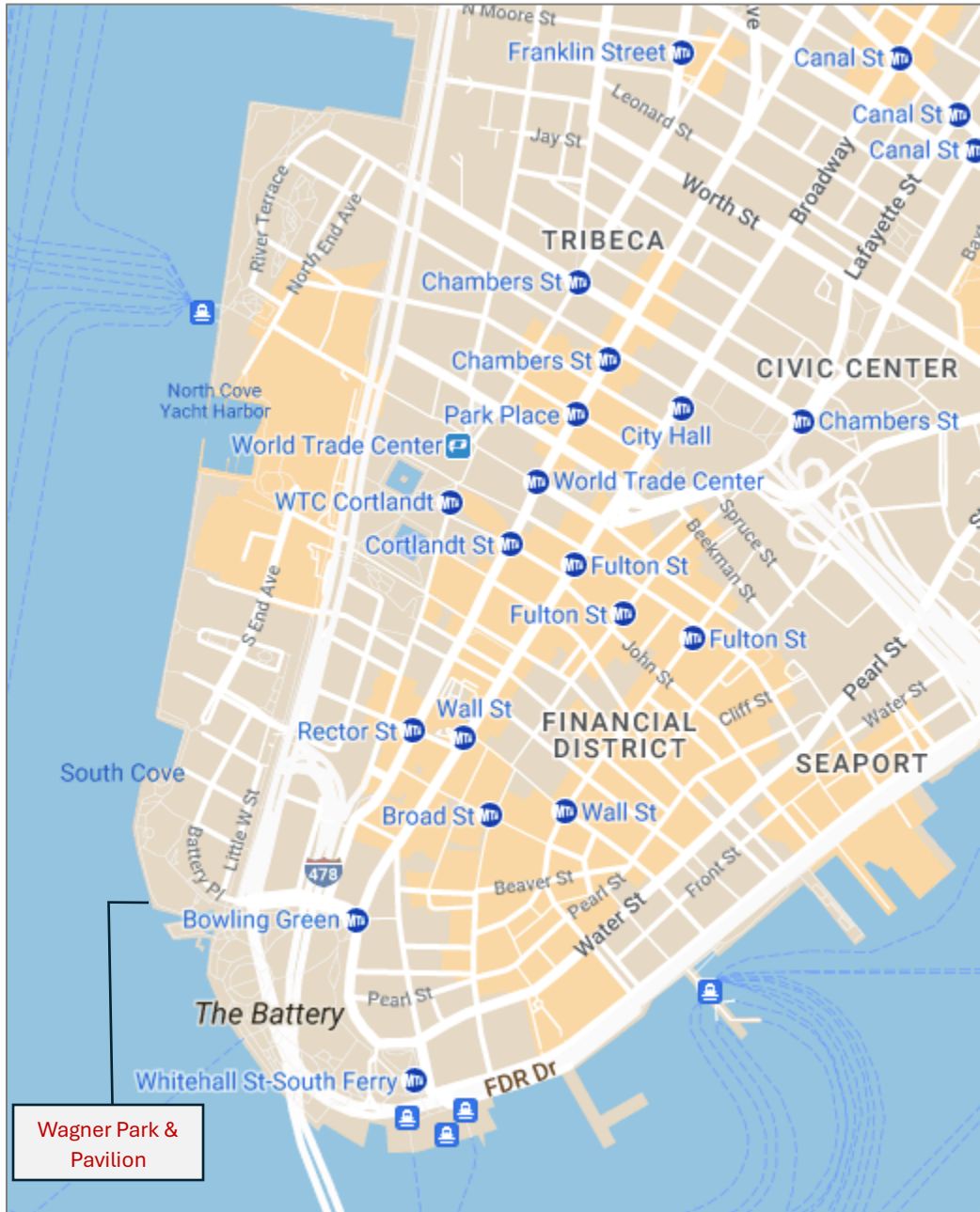
Proposals must be received by BPCA no later than **5:00 PM EST on January 15, 2025**. Late proposals will **NOT** be accepted.

- Each Proposer must e-mail its Proposal to: technicalproposals@bpcanyc.gov.
- The e-mail attaching the Proposal must have the subject line **“Proposal Enclosed – Wagner Park Pavilion Restaurant”**.

- The file name for the Proposal must be **“Proposal – Wagner Park Pavilion Restaurant”**.
- Each Proposer is responsible for the successful delivery and receipt of its Proposal. BPCA will not accept Proposals sent via messenger, fax, overnight courier, or U.S. mail to BPCA offices. If a Proposer has already sent a Proposal via one of these methods, please email the Proposal to the above e-mail address by the Proposal Due Date. If a Proposal’s file size is too large to submit by e-mail, the Proposer must make alternate electronic accommodations (e.g., linking to a file sharing website) and email to the above email address with instructions for downloading. Please contact the Designated Contact with any issues or questions prior to the Due Date to ensure successful transmission of the documents prior to the Due Date.
- Proposals must arrive at the time and place specified herein. Please leave ample time for submission. Late Proposals, no matter the cause of their lateness, will **NOT** be accepted. A Proposer may, after submitting a Proposal, amend its Proposal by submitting an amended Proposal, clearly labeled “Amended Proposal - Wagner Park Pavilion Restaurant,” **before** the Due Date.
- Requests for extensions to the deadline must be emailed to the above e-mail address **before** the Due Date. In the event BPCA extends the deadline, such extension will be made public and granted to all Proposers.

V. LOCATION AND MARKET

The Pavilion is located inside Wagner Park located in Lower Manhattan next to Museum of Jewish Heritage – A Living Memorial to the Holocaust, The Skyscraper Museum, Pier A, the southern end of the [Empire State Trail](#), [The Battery](#), and [Castle Clinton National Monument](#), at the southern end of Manhattan and serves as a gateway to Battery Park City (see below map and **Exhibit A – Battery Park City Map**). The Pavilion and Wagner Park has historically drawn regular use by residents from Battery Park City, Tribeca, and Financial District neighborhoods along with visitors from around the globe. Wagner Park is bounded by 1st Place to the north, Battery Place to the east, and the Hudson River to the south and west (see map below).



In 2023, Lower Manhattan welcomed 9.4 million visitors, a 27% increase from 2022². Battery Park City stands as a quintessential destination within New York City, recognized for its allure and appeal to a broad spectrum of individuals. The Battery Park City area’s inclusive ambiance welcomes locals seeking relaxation amidst the urban landscape, as well as travelers exploring New York City’s iconic landmarks. This includes residents, tourists, commuters, families, school groups, and business professionals. The robust level of foot traffic in the area reflects Battery

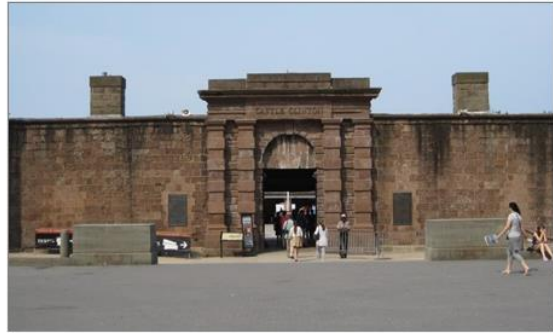
² <https://downtownny.com/research/lower-manhattan-real-estate-overview-q1-2024/#:~:text=Tourism%20Continued%20Rebound%20in%202023,notably%20higher%20than%20Q1%202023.>

Park City’s enduring popularity and status as a premier destination, with Wagner Park situated centrally therein.

Lower Manhattan’s average household income of \$265,050 underscores the opportunity for businesses to serve a broad spectrum of consumer preferences and tastes. Additionally, the waterfront setting of Wagner Park presents opportunities for hosting private events and gatherings, further diversifying revenue streams. With easy access to ferry services and proximity to parks and recreational activities, the Licensee can cater to a wide range of customers.



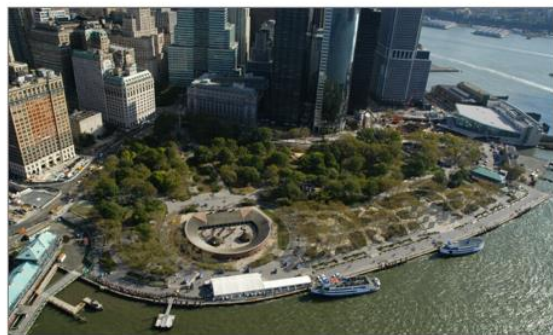
Museum of Jewish Heritage



Castle Clinton National Monument



Empire State Trail



The Battery

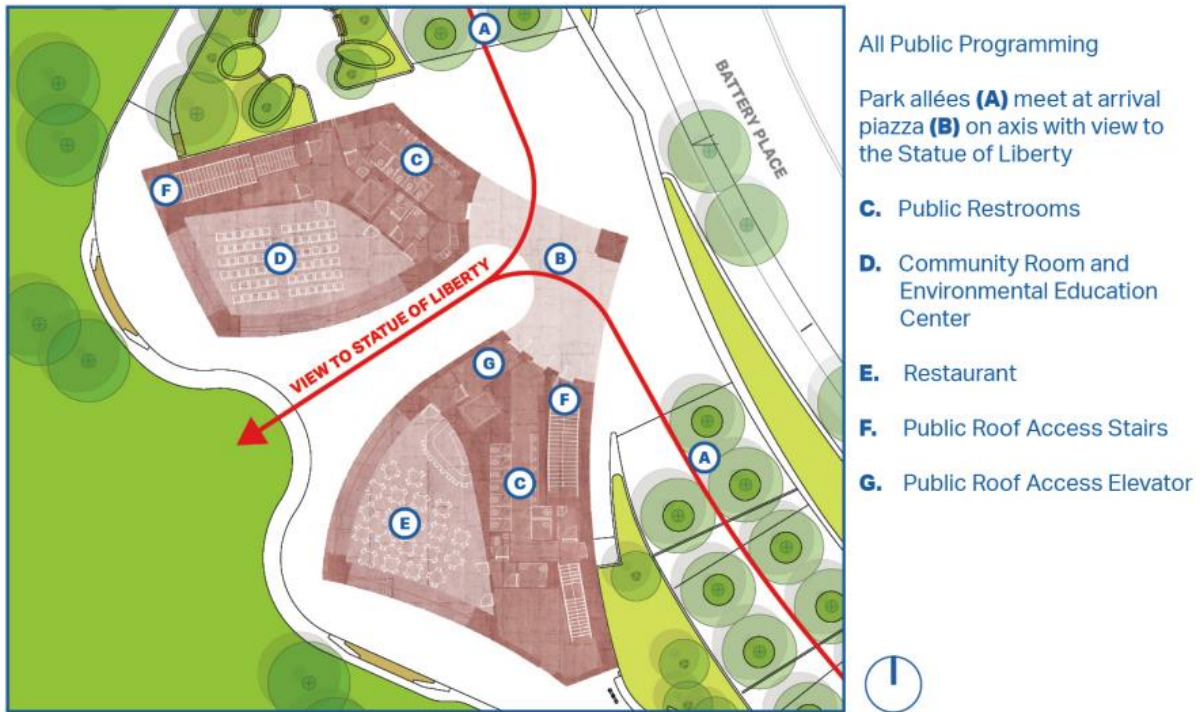
VI. THE PREMISES

Upon completion, the Pavilion will be a newly constructed cast-in-place reinforced architectural concrete building that will overlook the lawns and gardens within a fully renovated, revitalized and environmentally resilient Wagner Park (see **Exhibit B – Renderings**). Scheduled to be substantially complete in early summer 2025, the Pavilion is divided into two wings – “**North**” and “**South**” -- and has direct views of New York Harbor and the Statue of Liberty through a public rooftop viewing area, floor to ceiling windows, and an adjacent terrace.



View of Pavilion arrival piazza looking north; turning left, the Statue of Liberty comes into view

The space for the food and beverage concept (the “**Restaurant Space**”) will be located in the South Wing of the Pavilion (see Park Level plan below):

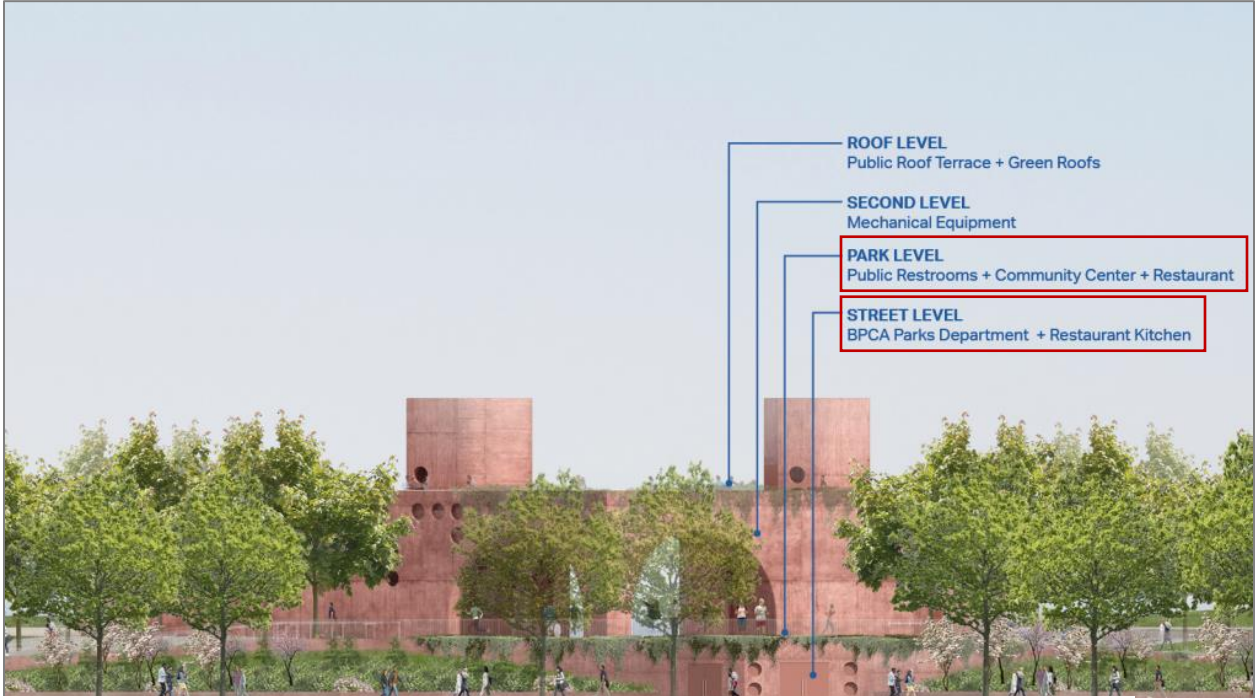


Park level plan

1) Restaurant Space

BPCA estimates to have the food and beverage space core and shell, including mechanical and electrical systems, substantially complete with the rest of the Pavilion in early summer 2025. The Restaurant Space will contain over 5,000 square feet of kitchen and dining space (see

Exhibit C – Plans for architectural plans) across the elevated “**Park**” level and the at-grade “**Street**” level (see “**Pavilion Level Plan**” below).



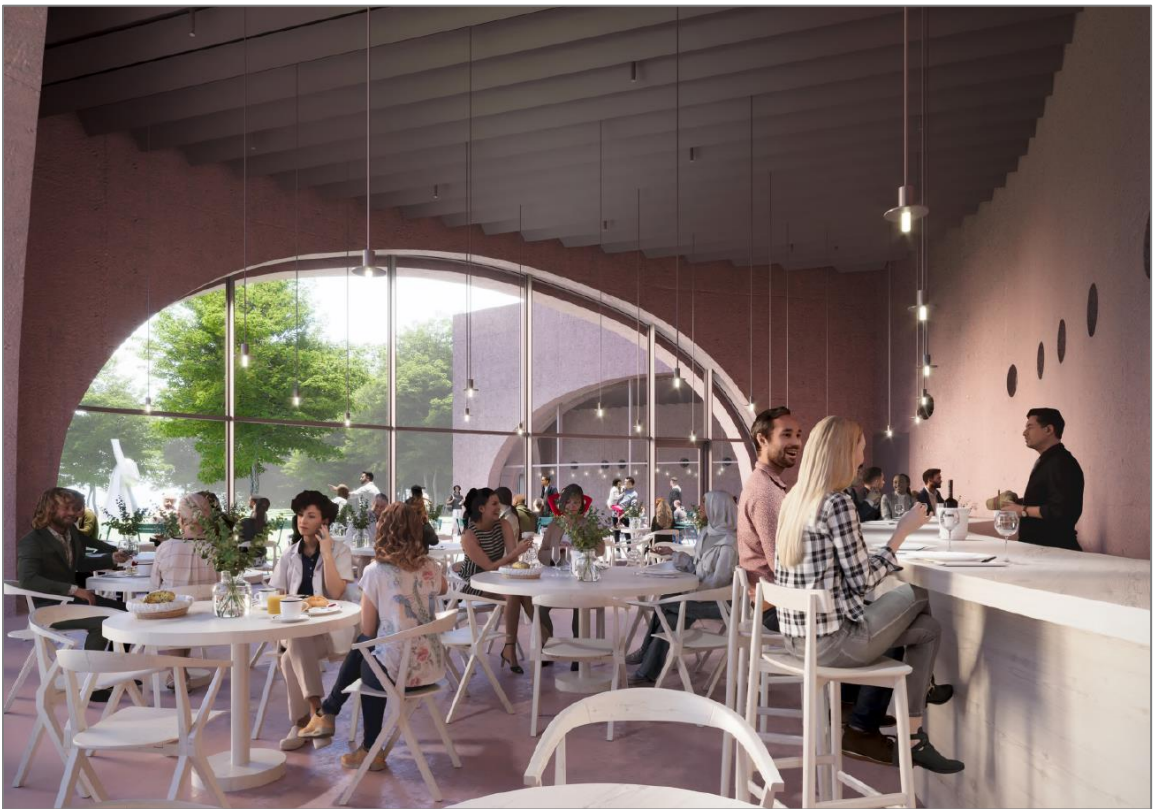
Pavilion Level Plan from the north side of Battery Place looking towards Wagner Park entrance

The Restaurant Space’s two floors include:

- i. The Main Floor (at the elevated Park Level) is approximately 2,790 square feet and includes an indoor dining area for approximately 80 - 90 customers, a food preparation space, two unisex restrooms exclusively for the use of the Restaurant Space, and an approximately 775 square feet outdoor dining area for approximately 20 - 30 people. An outdoor seating plan is included in **Exhibit C – Plans** and renderings of the Restaurant Space are shown below.

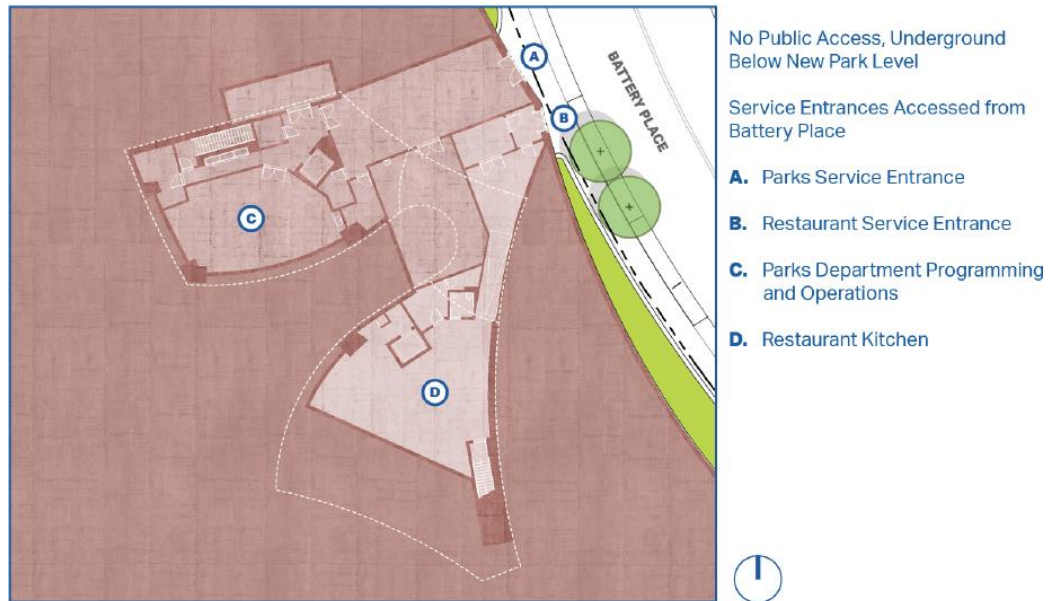


Rendering of Wagner Park Restaurant Space looking west



Rendering of Wagner Park Restaurant Space looking north

- ii. The Ground Floor (at Street Level located at Battery Place; see Street Level plan below) is approximately 2,510 square feet consisting of kitchen/back-of-house space and an employee restroom. An elevator and a dumbwaiter connect the Ground and Main Floors.



Street level plan

- 2) Adjacent Space (**not** included in the licensed Restaurant Space)
 - i. A corridor on the First Floor of approximately 570 square feet that includes a janitor’s closet and a women’s restroom.
 - ii. The North Wing will contain a community center (“**Community Space**”) operated by BPCA for educational programming and activities, cultural events and exhibits, and community functions.
 - iii. A rooftop viewing area (“**Rooftop Space**”) measuring approximately 5,360 square feet that is publicly accessible.



Rendering of view towards New York Harbor, Statue of Liberty, and New Jersey from the publicly accessible Rooftop Space

3) Alternative Proposals for Adjacent Space

Proposers may also submit Proposals for any or all of the below uses of the Adjacent Space:

- i) Food and beverage services for the Community Space (e.g., catering for events);
- ii) Use of the Community Space in conjunction with the Restaurant Space on a limited basis; and/or
- iii) A mobile food concession (e.g., a kiosk) for the sale of food and beverage on the Rooftop Space.

Proposers may submit a separate and clearly labeled alternate “Adjacent Space Proposal(s)” for food and beverage services in the Adjacent Space. Proposers should also note that Proposals for the Restaurant Space should not be contingent on any use of the Adjacent Space and that submissions without a base Proposal for the Restaurant Space will be rejected.

4) Parking, Public Transit, Restaurant Customer Entry

On site parking is not available. However, several public parking garages are located within 1-2 blocks of Wagner Park within Battery Park City and across West Street.

Wagner Park is also near several subway stations that provide access to the 1, 2, 3, 4, 5, J, and Z trains and is a 15-minute walk from the Oculus which provides access to the aforementioned trains plus the 2, 3, A, C, R, and W trains and the PATH system.

Local and express bus service in the area is provided by the M5, M9, M20, M22, M55 and M103 bus lines. Major thoroughfares in the area include the FDR Drive and the West Side Highway. Wagner Park is also accessible to the Brooklyn and Manhattan Bridges and the Brooklyn Battery Tunnel, as well as ferries to Staten Island and New Jersey through services provided by NY Waterways and Staten Island Ferry.

Restaurant Space patrons will enter the restaurant from the park side on the south and west sides of the Pavilion (see p. 1 of **Exhibit C – Plans** and below renderings.)



Rendering of southern entrance to Wagner Park as seen from Pier A leading visitors up to the Pavilion



Rendering of south entrance to Wagner Park looking north towards the Pavilion and Restaurant Space

5) Building Delivery Condition

BPCA will deliver the Restaurant Space in core and shell condition including basic operating/mechanical systems and infrastructure connections. The Restaurant Space will include LED lighting and a fully electric mechanical system. As described below, Proposers should be aware that **no gas** will be available at the Restaurant Space – **all cooking must be done using electrical appliances**. BPCA will also provide to the Licensee a work letter specifying all components to be provided by BPCA included with the Restaurant Space. The Licensee will be responsible for designing, permitting, and constructing its interior fit-out, including furniture, fixtures, and equipment. Before beginning any fit-out work and before seeking New York City Department of Buildings approvals, the Licensee will be required to submit plans and drawings for its fit-out work for BPCA's review and approval.

6) Outdoor Seating Area

The outdoor seating area on the west side of the Restaurant Space may be demarcated using **non-permanent** fixtures to distinguish the private customer seating area from the public areas of Wagner Park. BPCA will review and, in its sole discretion, approve the design and plan for any non-permanent fixtures for the Outdoor Seating Area.

7) Financial History

Listed below are examples of percentage rates for performance-based rents by other restaurants operating on parkland in New York City as well as by the former restaurant at Wagner Park.

- **Loeb Boathouse Restaurant, Central Park:** 7.2% of gross receipts
- **Terrace on the Park, Flushing Meadows Corona Park:** 20% of gross receipts
- **The View at the Battery, The Battery:** 10% of gross receipts
- **Sofrito's, Denny Farrell Riverbank State Park:** 4% of gross receipts
- **Gigino's (former Wagner Park restaurant), Wagner Park:** 8.5% of gross receipts in excess of the minimum annual rent amount of \$85,000. The most recent lease amendment is available on the BPCA [website](#).

The following chart lists the reported gross receipts and applicable percentage fees paid to BPCA by Gigino’s, the former restaurant at Wagner Park:

Operating Year	Reported Gross Receipts	Percentage Rent Paid
Oct 2016 – Sept 2017	\$2,718,467	\$180,134
Oct 2017 – Sept 2018	\$2,079,374	\$91,747
Oct 2018 – Sept 2019	\$2,067,877	\$90,770
Oct 2019 – Sept 2020	\$1,226,405	\$19,244
Oct 2020 – Dec 2021	\$1,889,419	\$86,846
Jan 2022 – Aug 2022	\$1,720,351	\$89,563

Proposers should note that the information shown above is provided for information purposes only. BPCA expects Proposers to offer a minimum annual rent and percentage of gross receipts (if applicable) that reflect current market rates for similar food service concessions. See **Section XI – Financial Transaction** for more information.

VII. OPERATIONS & MAINTENANCE

BPCA seeks a restaurant that will be a vibrant gathering place that takes full advantage of the unparalleled views of Statue of Liberty, New York Harbor, and the surrounding cityscape. BPCA encourages Proposers to propose a restaurant that improves the ambiance of the park and community while providing a high-quality dining experience for the public.

1) Operations

The Restaurant Space is located in a public park in an area popular with local residents and visitors, and therefore should complement and be compatible with a park setting. The Restaurant Space is expected to be operated as an all-ages café or restaurant, not a bar. Patrons are expected to consume food and beverage seated, not standing. The Restaurant Space may also sell food and beverage for take-away service.

2) Hours of Operation and Events

BPCA encourages Proposers to submit Proposals that offer daily and day-long service. The Licensee may set the specific hours of operation and service for the Restaurant Space; however, hours of operation will be subject to BPCA’s approval.

The Licensee may host and cater private events subject to agreement between BPCA and the Licensee as to the number of allowed events per year, type of events, and hours of events. Catered/private events are restricted to the Restaurant Space and will be subject to BPCA’s prior written approval if the restaurant is to be closed to the public.

As described above, the Licensee may have the opportunity to provide regular catering for programs and special events held at the Community Space. Private events, however, will not be permitted on the Rooftop Space.

3) Bathroom Facilities

The Restaurant Space will have exclusive use of two customer unisex restrooms located on the Main Floor and exclusive use of an employee unisex restroom on the Ground Floor. Public restrooms are also available in the North and South Wings.

4) Service of Food and Non-Food Items and Sale of Alcoholic Beverages

As described above, BPCA encourages Proposers to submit Proposals that offer daily and day-long service. BPCA also encourages the use of fresh ingredients and seasonal fare. The Licensee may also sell non-food or non-beverage items subject to the approval of BPCA.

The Licensee may, with the approval of BPCA, sell alcoholic beverages at the Restaurant Space provided that: (i) such sales are ancillary to customer food sales; (ii) the consumption of alcoholic beverages by customers is limited to the Restaurant Space; (iii) BPCA has reviewed Licensee's plans to for alcoholic beverage sales and determined in BPCA's sole discretion that the plan is acceptable to BPCA; (iv) Licensee has secured all public approvals, including, but not limited to, liquor license application approval from Manhattan Community Board 1 and the issuance of a State Liquor Authority license and submitted evidence of same to BPCA; and (v) Licensee has provided BPCA evidence of liquor liability coverage in accordance with the requirements of **Exhibit D – Insurance Requirements**.

5) Acknowledgement of Wagner Park and Battery Park City

The Licensee shall acknowledge location of the food and beverage establishment in written materials and on social and other media as being within Wagner Park and Battery Park City.

6) Security

BPCA contracts with a third-party security firm for unarmed patrolling of all BPCA parks 24/7/365. However, the Licensee will be solely responsible for the security of the Licensee's equipment and licensed property at the Restaurant Space.

7) Service Access

The Restaurant Space will have a Restaurant Vestibule and Trash Room. Access to the Restaurant Space Vestibule and Trash Room from the outside for deliveries and removals will be at the Restaurant Entry on Battery Place. Delivery and/or waste removal staff will enter or exit the Restaurant Space via the Restaurant Entry on Battery Place and travel through the Trash Room, Restaurant Vestibule and Restaurant Ramp Corridor to enter the Ground Floor as indicated by the arrow shown on p. 1 of **Exhibit C – Plans**.

Please note that there is no curb cut at the Restaurant Space entry on Battery Place. The nearest curb cut is indicated in red on p. 8 of **Exhibit C – Plans**.



Rendering of the Pavilion from Battery Place looking north

8) Garbage and Cleaning

The Licensee, at all times, shall keep the Restaurant Space clean and provide for pest and rodent controls. The Licensee must maintain a regular cleaning schedule that will be subject to review and approval by BPCA. Refuse may not be left anywhere in the Restaurant Space or other areas of Wagner Park.

To remove waste, the Licensee will contract with a private carting company to remove all refuse offsite. Licensee may only use manually pushed wheeled trash hoppers approved by BPCA to transport trash from the Restaurant Space.

The Licensee, as required under New York City law, must also have its private carter provide recycling and composting services. For more information, please visit: <http://www1.nyc.gov/assets/dsny/downloads/pdf/promotional-materials/commercial-recyclingbooklet-00403-f.pdf>. In addition, Proposers should also consult **Section X - Sustainability Objectives** for sustainability guidelines that the Restaurant Space will need to consider in operating the Restaurant Space.



BPCA may require that the Licensee install additional trash receptacles at Licensee's expense if the trash receptacles initially provided by the Licensee are inadequate as determined by BPCA.

The Licensee may only utilize non-toxic cleaning agents at the Restaurant Space. Licensee must take all reasonable precautions to prevent leaks of toxic fluids from equipment and toxic leaks of fluids (including contaminated water). If a toxic leak occurs at the Restaurant Space, Licensee shall immediately contain the leak and remediate that part of the Restaurant Space impacted by the toxic leak. If a toxic fluid leaks outside of the Restaurant Space, the Licensee shall immediately notify BPCA of such leak.

Waste products that require special handling or disposals must be removed by the Licensee pursuant to all legal requirements.

9) Noise

Music or other noise emanating from the Restaurant Space shall be at levels allowed under New York City Department of Parks & Recreation [regulations](#). Please note that BPCA may restrict or prohibit amplified music at the Restaurant Space in its sole discretion.

10) Signage

Subject to the approval of BPCA in its sole discretion, the Licensee may propose signage advertising the name of the Restaurant on the park-facing and/or street-facing sides of the South Wing.

The display or placement of tobacco advertising shall not be permitted. The advertising of alcoholic beverages shall be subject to BPCA's review. Any advertising which is false or misleading, which promotes unlawful or illegal goods, services or activities, or which is otherwise unlawful or obscene as determined by BPCA, including but not limited to advertising that constitutes the public display of material in violation of [New York State Penal Law Section 245.11](#) shall also be prohibited. Any such prohibited material displayed or placed shall be immediately removed by the Licensee upon notice from BPCA.

11) Utilities

Electric

The electrical system for the Restaurant Space is from panel MDB-4 that is rated at 208Y/120V from a 1600A fused disconnect and will power all heating, ventilation, and air conditioning (“**HVAC**”); lighting; cooking; and miscellaneous electrical loads for the Restaurant Space. See sheet E-501 of **Exhibit C - Plans** for additional electrical details such as feeds to restaurant panels, and overcurrent protection configuration.

The Licensee will be responsible for contacting ConEd to set up service and will be responsible for paying for electrical service. Electrical submetering is not planned for the Restaurant Space but can be explored if requested by the Licensee.

Water/Sanitary

Potable water is available at the Restaurant Space via 2-1/2” domestic cold water, 6” sanitary and 6” grease waste connections to the building systems provided within the Restaurant Space.

The Licensee will contact the New York City Department of Environmental Protection (“**DEP**”) to set up water utility service and will be responsible for paying for water service. Water service submetering is not planned for the Restaurant Space but can be explored if requested by the Licensee.

BPCA will provide all toilets for the Restaurant Space and Licensee will be responsible for maintenance of all toilets. In addition, all toilets for the Restaurant Space will have exhaust systems for proper ventilation.

Gas

As described above, gas is **not** available in the Restaurant Space. All cooking must be done using electric appliances.

Data

The Licensee will be responsible for contacting telephone and data service providers to set up service and will be responsible for paying for both services.

HVAC

Mechanical and HVAC systems are integrated across both the North and South Wings of the Pavilion. In the Restaurant Space, ductwork risers are provided from the Ground Floor level kitchen and Main Floor level food preparation area to Second Level mechanical rooms and roof (see Pavilion Level Plan on RFP p. 14 and Second Level plan below). Kitchen hood makeup air unit, hood exhaust fan, and AC unit are also provided on the Second Level. The heating and cooling system is provided as part of the core and shell for the Restaurant Space dining area.

The Licensee will verify the existing installation and equipment as necessary for its intended use and, if applicable, provide ducting in kitchen, zone control, hood, and other kitchen equipment. Should the Licensee propose any changes to HVAC systems in the Restaurant Space, BPCA will review and approve, in its sole discretion, the proposed changes along with any proposed equipment installations and/or alterations with the Licensee. All work must be performed by licensed contractors and may only be performed after all appropriate permits and approvals have been obtained.



Second level plan

12) Maintenance and Repair

The Licensee will be responsible for the performance and cost of maintaining the Restaurant Space in good condition and repairs of all mechanical, electrical, and plumbing systems and/or improvements as needed. BPCA shall only be responsible for maintaining the outside walls, roof, and foundation of the South Wing base building, which is indicated in red on p. 2 of **Exhibit C - Plans**.

13) Community Relations

Because the Restaurant Space borders a residential neighborhood, the Licensee will be expected to establish and maintain a good relationship/dialogue with the residents surrounding the Wagner Park. Integral to the Licensee's relationship with the neighboring community will be the Licensee's responsibilities to maintain the perimeter of the restaurant, including the timely removal of all litter and debris, and general maintenance and repair.

BPCA maintains and operates Wagner Park. As such, BPCA expects that the Licensee will demonstrate a commitment to cooperate with and support BPCA staff, park users, and the surrounding community.



Rendering of view of Wagner Park and Pavilion looking south towards Pier A Plaza

In addition, Proposers should consider feedback from Manhattan Community Board 1 for the future restaurant at the Restaurant Space which are listed in the Community Board’s April 30, 2024 resolution attached as **Exhibit E**. A summary of these suggestions is listed below:

- The restaurant should have price points that are aligned with and responsive to a diverse clientele including residents and service workers in Lower Manhattan;
- The restaurant should enhance the adjacent community facility and park areas and should be compatible with the residential nature of the adjacent neighborhood, and mitigate significant noise or odors;
- The restaurant should serve high-quality and healthy food options including vegan and vegetarian options and be allergy-aware;
- It is preferable that the restaurant provide food service throughout the day and have operating hours that are sensitive to the times of active park use and compatible with the neighborhood’s character; and
- The restaurant should contribute to “Green” carbon-reduction and energy saving targets (see **Section X - Sustainability Objectives**).

VIII. FIT-OUT/CONSTRUCTION

1) Commencement of Fit-Out

The Restaurant Space will be made available to the Licensee for commencement of its occupation upon substantial completion of the Restaurant Space (the “**License Commencement Date**”), which is anticipated to be early summer 2025. BPCA and the Licensee will mutually agree upon a License Commencement Date based on the achievement of substantial completion of the Restaurant Space and completion of the Licensee’s design and planning. In all cases, BPCA shall notify the Licensee should the Restaurant Space be available earlier than summer 2025 and provide the Licensee with at least sixty (60) days advance notice of the License Commencement Date.

The Licensee is responsible to perform all construction required in connection with the fit-out work (“**Fit-Out**”) of the Restaurant Space. Proposers must include details of their proposed Fit-Out work as listed in **Section XIV - Proposal Format and Content** in their Proposals including a list of capital work; furnishings, fixtures and finishes; and estimated cost. BPCA must approve all proposed work and design selections, including furniture, before Fit-Out work can commence.

Proposers must also include in their Proposals a conceptual approximate Fit-Out timeline within which its fit-out work would be expected to be completed following the License Commencement Date. Following selection, the Licensee will provide a proposed Fit-Out construction schedule for BPCA’s approval, which must be materially similar in length to the Fit-Out schedule included in the Licensee’s proposal. All Fit-Out design, permitting (to the extent possible), and contractor procurement must be completed so that Fit-Out work can begin on or shortly after the License Commencement Date.

2) Fit-Out Work Conditions

Licensee shall accept the Restaurant Space “as-is, where-is” and will not at any time make any claim that the Restaurant Space (including, without limitation, any structures or other improvements located thereon) is not in a suitable state of repair or condition for the uses and purposes set forth in the agreement with the Licensee (“**License Agreement**”), nor will Licensee at any time make any claim for or by way of reduction of license fee(s), or otherwise, for damages arising from, out of, or otherwise in connection with the use or occupancy of the Restaurant Space. After taking possession of the Restaurant Space, Licensee, at its sole cost and expense, shall perform any necessary improvement(s) and/or repair(s) to bring the Restaurant Space into compliance with all applicable legal standards and requirements.

All of Licensee’s construction work shall comply with any and all requirements of the City and State of New York, be performed by licensed contractors, and shall be subject to BPCA’s prior written approval. In addition, the Licensee must provide for appropriate cleaning and maintenance of any grease traps, fire suppression systems/equipment and exhaust vents at the Restaurant Space. Staging and timing for Fit-Out will be coordinated between the Licensee and

BPCA. Should BPCA incur any costs to review the Licensee’s construction plans, the Licensee shall reimburse BPCA for such reasonable costs and expenses.

Supplemental partitions and finishes, including installation and alterations of flooring, wall and ceiling treatments at the Restaurant Space must be approved by BPCA. At BPCA’s option, all fixtures permanently affixed to the Restaurant Space will become property of BPCA upon the expiration or sooner termination of the License Agreement. Should BPCA choose not to exercise this option, it will be the responsibility of the Licensee to remove all fixtures and restore the Restaurant Space to substantially the condition existing immediately before as good as or better than the License Commencement Date to the extent commercially reasonable, with the exception of normal wear and tear.

Any capital improvements performed by Licensee should feature environmentally sensitive building materials, equipment and building practices unless otherwise directed by BPCA. Proposers should consult **Section X - Sustainability Objectives** for sustainability guidelines that Licensee must consider for Fit-Out work.

With regard to contracting, Proposers should consult **Section XII - Diversity Practices and MWBE and SDVOB Participation** for Fit-Out hiring practices requirements. Proposers should also be aware that prevailing wage will be required for Fit-Out at the Restaurant Space if the costs for such Fit-Out fall under the conditions outlined in Section [224-A](#) of the New York State Labor Law.

Prior to opening of the restaurant, Licensee must file all necessary applications and receive all necessary licenses and permits including but not limited to food service applications with licenses and permits for operation from the New York City Department of Health and fire alarm and suppression permits from the New York City Fire Department.

3) Restaurant Space Operation Before Fit-Out Completion

Because it is BPCA’s desire to commence food and beverage service operations in Wagner Park concurrently with or shortly following the reopening of Wagner Park – currently expected to occur in early summer 2025 – Proposers are invited to consider and incorporate into their Proposals concepts for the temporary provision of food and beverage service at Wagner Park during the period following Wagner Park’s reopening and prior to the completion of Fit-Out. BPCA will consider providing space at no cost to the Licensee during such interim period for temporary structures, kiosks and/or carts in Wagner Park and adjacent to the Restaurant Space for the temporary provision of food and beverage service.

IX. PRIMARY OBJECTIVES

Proposers should emphasize the extent to which their proposal is consistent with BPCA’s primary objectives (“**Primary Objectives**”) to provide a high-quality food and beverage

experience befitting the location and serving as an amenity to visitors of Wagner Park and residents of the surrounding community.

BPCA's Primary Objectives for the food and beverage operation at the Restaurant Space are:

- a) Experienced operator with a compelling food and beverage concept and business plan that is complimentary to the local park and neighborhood setting;
- b) Offering of food and beverage options that demonstrate quality, sustainability, and affordability;
- c) Year-round operation, with hours and product offerings subject to seasonal variability;
- d) Commencement of food and beverage service operations concurrent with or as soon as possible following the mutually agreed upon License Commencement Date; and
- e) Responsiveness to and compatibility with the desires and objectives of Battery Park City community (including those enumerated in **Exhibit E - Manhattan Community Board 1 Wagner Park Restaurant Feedback**).

BPCA will score a Proposal's responsiveness to the Primary Objectives as per the Selection Criteria listed in **Section XV – Selection Criteria and Process**.

X. SUSTAINABILITY OBJECTIVES

BPCA's ten (10)-year sustainability plan, the [BPCA Sustainability Plan](#) ("**Sustainability Plan**"), lays out its commitment to take and facilitate bold action to enhance environmental sustainability and significantly reduce greenhouse gas emissions in Battery Park City. The Sustainability Plan puts forth a holistic vision of environmental sustainability, including initiatives around energy, water, materials, and waste.

The Pavilion is expected to obtain [International Living Future Institute \(ILFI\) Zero Carbon Certification](#), the first worldwide zero carbon third-party certified standard. The intent of the Zero Carbon Certification program is to provide a roadmap to a fully decarbonized built environment by evaluating, reducing, and offsetting both operational and embodied carbon impacts of buildings. This program fosters the development and use of carbon-free renewable energy resources and neutralizes the impacts of building materials and construction. With this certification in mind, Proposers are required to incorporate sustainability and ILFI practices into the operations and maintenance of the South Wing so that the Pavilion as a whole will be eligible for ILFI Certification. In addition, the Licensee will provide reports of its energy usage to BPCA and will be required to take action, if necessary, to ensure that the Restaurant Space's energy usage is aligned with the Pavilion's energy model.

While BPCA will consider Proposals that do not meet all objectives found in the Sustainability Plan, BPCA encourages Proposers to incorporate environmental sustainability measures into their Proposals including but not limited to:

- Choice of materials for furniture, fixtures, and Fit-Out;
- Energy-efficient equipment;
- Energy-efficient operations;
- Waste management, including composting;
- Product procurement;
- Water use;
- Indoor environmental and air quality; and
- Green cleaning.

XI. FINANCIAL TRANSACTION

1) License Term

The License Term will be 10 years, plus two additional 5-year periods at the option of the Licensee and BPCA. In addition, Proposers may submit an alternate proposal proposing an option for a longer term (but not a shorter term). Notwithstanding the foregoing, all Proposals must include a base rent Proposal for a 10-year License Term.

The License Agreement issued by BPCA for use and operation of the Restaurant Space will include a provision pursuant to which BPCA can terminate the License Agreement at will, following a written notice period. BPCA anticipates negotiating terms by which, in the case of BPCA's early termination, BPCA would reimburse the Licensee for unamortized fit-out costs actually paid by the Licensee and potential appropriate business opportunity costs.

2) Base Rent, Percentage Rent, Concessions

The Licensee will be required to make annual Base Rent payments for each month of the License Term, including annual escalations of not less than three percent (3%) per year compounded annually.

In addition to Base Rent, Proposers are encouraged but not required to propose a Percentage Rent. Such Percentage Rent shall exclude sales and use taxes and may be expressed as in excess of a stated threshold amount or on the first dollar generated by the Licensee at the Restaurant Space from all sources including but not limited to: (i) sales of products or services sold at or from the Restaurant Space; and (ii) ancillary business income.

Proposers may also submit an alternative rent schedule that includes an off-season guaranteed monthly Base Rent and/or Percentage Rent. Such proposed alternate shall be submitted in addition to, not instead of, the base rent schedule outlined herein.

BPCA is not able to provide a tenant improvement allowance to the Licensee. However, Proposers may propose base and/or percentage rent concessions.

BPCA will consider both base and percentage rents in evaluating Proposals, although more consideration is given to guaranteed Base Rent, as set forth in the Selection Criteria listed in **Section XV – Selection Criteria and Process.**

3) Taxes

The Licensee will be required to pay all taxes applicable to the operation of the Restaurant Space including any Federal, State, or City taxes against sales at the Restaurant Space. No property taxes will apply to the Restaurant Space due to government ownership of the Restaurant Space by BPCA.

4) Insurance

The License Agreement will require the Licensee to carry ongoing insurance as set forth in **Exhibit D – Insurance Requirements.**

XII. DIVERSITY PRACTICES AND MWBE AND SDVOB PARTICIPATION

Please note that, pursuant to [New York State Executive Law Section 15-A](#), where the construction costs for the Fit-Out exceed the sum of \$100,000.00, the Licensee will be required to comply with Minority- and Women-Owned Business Enterprise (“**MWBE**”) and Service-Disabled Veteran-Owned Business (“**SDVOB**”) utilization requirements for the vendors associated with such construction³.

XIII. MINIMUM QUALIFICATION REQUIREMENTS

To be considered qualified to respond to this RFP, each Proposer, or one or more of its principals or partners, must have at least five (5) years’ experience in the ownership, operation and/or management of one or more restaurants or other retail food and beverage establishments.

XIV. PROPOSAL FORMAT AND CONTENT

A) Proposal Format

The Proposal must:

- have numbered pages; and
- must be in Adobe PDF, Microsoft Word and/or Excel format.

B) Proposal Content

Each Proposal must include the following:

- 1) An executive summary, including name, address, phone number and e-mail of each

³ The directory of New York State-certified MWBEs can be viewed at: <https://ny.newnycontracts.com>; the directory of New York State Certified SDVOBs can be viewed at: <https://online.ogs.ny.gov/SDVOB/search>.

member of Proposer's team, designation of a primary contact person, and a concise description of the concept.

- 2) Proposer's organization chart, including the identification of the named principals and all other ownership interests, and to the extent the Proposer is a subsidiary company, identification of the parent company and its principal.
- 3) A description of the prior experience of Proposer and Proposer's principals in the ownership, operation and/or management of retail food and beverage establishments or restaurant operations, including locations, concepts, time periods, and indicia of success.
- 4) A five-year pro forma in Excel format detailing expected start-up costs, capital improvement costs, monthly revenue, monthly expenses, and license expenses payable to BPCA.
- 5) A business plan description of the Proposer's proposed use(s) and operations of the Restaurant Space including:
 - a. A description of the Proposer's proposed concept and use, including price range of items and sample menu inclusive of alcohol (if proposed), and how the concept complements the park and neighborhood setting;
 - b. Number of seats, including a seating plan for the indoor and outdoor areas of the Restaurant Space;
 - c. Dates and days/hours for seasonal operations;
 - d. Marketing and community relations plan, including target market;
 - e. Staffing plan, including total number of employees;
 - f. A description of food and beverage service on Rooftop Space and/or temporarily in Adjacent Space before opening of Restaurant Space, if proposed;
 - g. An operational plan for the Restaurant Space, including but not limited to delivery plan and schedule for supplies, rubbish removal plan and cleaning schedule, customer access point(s); take-out area (if applicable);
 - h. A description and drawings, renderings, and/or photographs illustrating the proposed improvements to the Restaurant Space including furniture, fixtures, finishes, signage, and dining area and kitchen layout;
 - i. A description of sustainability actions and practices that will be implemented at

the Restaurant Space compatible with the Sustainability Objectives in **Section X – Sustainability Objectives** of this RFP.

- 6) A proposed approximate timeline for performance of Fit-Out and commencement of operations consistent with the goals delineated above in **Section VIII - Fit-Out/Construction**.
- 7) A completed and signed Prospective Licensee Information Statement, attached hereto as **Exhibit F**.
- 8) A completed and signed Rent Proposal form, attached hereto as **Exhibit G – Rent Proposal Form**, consistent with the parameters outlined in **Section XI - Financial Transaction**; Proposers may attach a description of any proposed rent concession(s) to the Rent Proposal Form.
- 9) A completed New York State forms packet attached as **Exhibit H**.
- 10) Any other information that Proposer believes is useful in consideration of its Proposal.

C) Follow-Up Information

After reviewing Proposals, BPCA may ask Proposers to provide additional information, which may include:

- More detailed descriptions of proposed improvements and fixtures;
- Additional drawings, renderings and/or photographs;
- Financial Statements, including evidence of financial resources;
- Identification and information regarding the required guarantor.

XV. SELECTION CRITERIA AND PROCESS

A) Evaluation

Each timely submitted Proposal will be reviewed for compliance with the form and content requirements of this RFP. A committee of BPCA employees selected by BPCA ("**Selection Committee**") will then review and evaluate the Proposals in accordance with the Selection Criteria set forth below. While only Selection Committee members will score the Proposals, the Selection Committee may consult internal and outside experts for advisement on the evaluation of matters requiring specialized expertise. Before final selection, BPCA must determine that the proposed selected Proposer is responsible, in accordance with applicable law and BPCA's Procurement Guidelines, which may be viewed at <http://bpca.ny.gov/public-information/>.

B) Interviews

BPCA reserves the right to interview any or all of the Proposers. The Selection Committee may conduct interviews for many reasons, including to further assess a Proposer’s background and ability, or to seek information related to any other evaluation criteria.

C) Selection Criteria

Selection of the Licensee will be based upon the following Selection Criteria:

Selection Criteria		Weighting
Program, Design, and Community Benefits	<ul style="list-style-type: none"> • Proposer’s food and beverage service concept and design for the Restaurant Space, including but not limited to, how well the concept addresses BPCA’s Primary Objectives as delineated above in Section IX. • Benefits provided to the surrounding communities, including but not limited to those listed in Exhibit D. 	40%
Proposer Experience and Qualifications	<ul style="list-style-type: none"> • Experience, qualifications, and financial capabilities of Proposer and its principals/partners in the ownership, operation and/or management of successful restaurants and/or retail food and beverage service establishments • Proposer’s management and operations team and approach to management and operations of the proposed restaurant in the Restaurant Space 	30%
Project Construction, Feasibility, and Timeline	<ul style="list-style-type: none"> • Proposed design and construction timeline for the Restaurant Space • Financial feasibility of Proposal • Innovative technical solutions to enhance design and construction management • Incorporation of sustainable building practices in relation to Sustainable Objections outlined in Section X 	20%

Selection Criteria		Weighting
Base Rent	<ul style="list-style-type: none"> Base Rent 	7.5%
Financial Offer	<ul style="list-style-type: none"> Overall competitiveness of the proposed License financial terms and benefits, including percentage rent, to Battery Park City Authority 	2.5%

XVI. GENERAL PROVISIONS

A) BPCA's Rights and Responsibilities

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

- withdraw and/or cancel this RFP at any time before final award of the License Agreement;
- request clarification and/or additional information from any or all Proposers;
- amend any term or requirement of this RFP at any time before award of a license (Proposers may amend their Proposals, as directed by BPCA, if BPCA materially alters or amends the RFP after submission of Proposals);
- alter any key dates or deadlines related to this RFP;
- reject any Proposal that does not conform to the requirements of this RFP;
- conduct an interview(s) with any or all of the Proposers to aid the evaluation process;
- negotiate potential License terms with any one or multiple Proposers prior to making an award;

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

New York State's State Finance Law sections [139-j](#) and [139-k](#) apply to this RFP, restricting Proposers' contacts with BPCA. Proposers are restricted from making any contact (defined as oral, written or electronic communications with BPCA under circumstances where a reasonable person would infer that a communication was intended to influence BPCA's conduct or decision with respect to a procurement) relating to this RFP with anyone other than the Designated Contact, as specified in **Section III - RFP Timeline & Designated Contact**, from the time of

Proposer's receipt of notice of this RFP through the date of the Final Award as defined in BPCA's Procurement Guidelines ("**Restricted Period**"). BPCA employees must record certain contacts during the Restricted Period, including, but not limited to, any oral or written communications that could reasonably be seen as intended to influence BPCA's conduct or award of this RFP. Upon notice of an improper contact, BPCA shall make a determination regarding the Proposer's eligibility to continue participating in this RFP.

B) Brokerage Commissions

No brokerage commission or other like fee or compensation will be due or payable by BPCA or any affiliate or subsidiary of BPCA in connection with any lease arising out of this RFP.

C) Non-Discrimination

BPCA will not discriminate against any person on the basis of race, creed, color, national origin, sex, age, sexual orientation, handicap or marital status in accepting, reviewing and evaluating Proposals.

D) Eligibility

Employees of BPCA and its affiliates and subsidiaries are ineligible for any award under this RFP. Any Proposal submitted by any such employee will be disqualified.

E) Non-Collusion

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

F) Iran Divestment Act

By submitting a Proposal or by assuming the responsibility of any License Agreement awarded hereunder, each Proposer certifies that it is not on the "Entities Determined To Be Non-Responsive Bidders/Offerers Pursuant to The New York State Iran Divestment Act of 2012" list ("**Prohibited Entities List**") posted on the New York State Office of General Services [website](#) further certifies that it will not utilize any subcontractor/consultant that is identified on the Prohibited Entities List for this License Agreement. The selected Proposer agrees that should it seek to renew or extend any License Agreement awarded hereunder, it must provide the same certification at the time the License Agreement is renewed or extended. The Licensee also agrees that any proposed assignee of the License Agreement will be required to certify that it is not on the Prohibited Entities List before BPCA may approve a request for assignment of the License Agreement.

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

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

G) Executive Order No. 16

Pursuant to [Executive Order No. 16](#) dated March 17, 2022, all New York State agencies and authorities are prohibited from entering into any new contract or renewing any existing contract with an entity conducting business operations in Russia. As part of this RFP, each firm is required to certify that the firm is not an 'entity conducting business operations in Russia.' Certification under Section XVI, Item F of Executive Order No. 16.

H) NYS Executive Law Article 15-A 313

The use of MWBE goals and requirements of NYS Executive Law Article 15-A apply to leases of real property by a state agency to a lessee where the terms of such leases provide for the construction, demolition, replacement, major repair or renovation of real property and improvements thereon by such lessee; and the cost of such construction, demolition, replacement, major repair or renovation of real property and improvements thereon shall exceed the sum of one hundred thousand dollars.

XVII. EXHIBITS

- Exhibit A – Battery Park City Map
- Exhibit B – Renderings
- Exhibit C – Plans
- Exhibit D – Insurance Requirements
- Exhibit E – Manhattan Community Board 1 Wagner Park Restaurant Feedback
- Exhibit F – Prospective Licensee Information Statement
- Exhibit G – Rent Proposal Form
- Exhibit H – New York State Forms

BATTERY PARK CITY

Exhibit A



Exhibit B





NEW YORK
STATE OF
OPPORTUNITY.

Battery Park
City Authority

AECOM

VIEW OF PAVILION FROM THE NORTH SIDE OF BATTERY PLACE LOOKING TOWARDS THE ENTRANCE TO WAGNER PARK









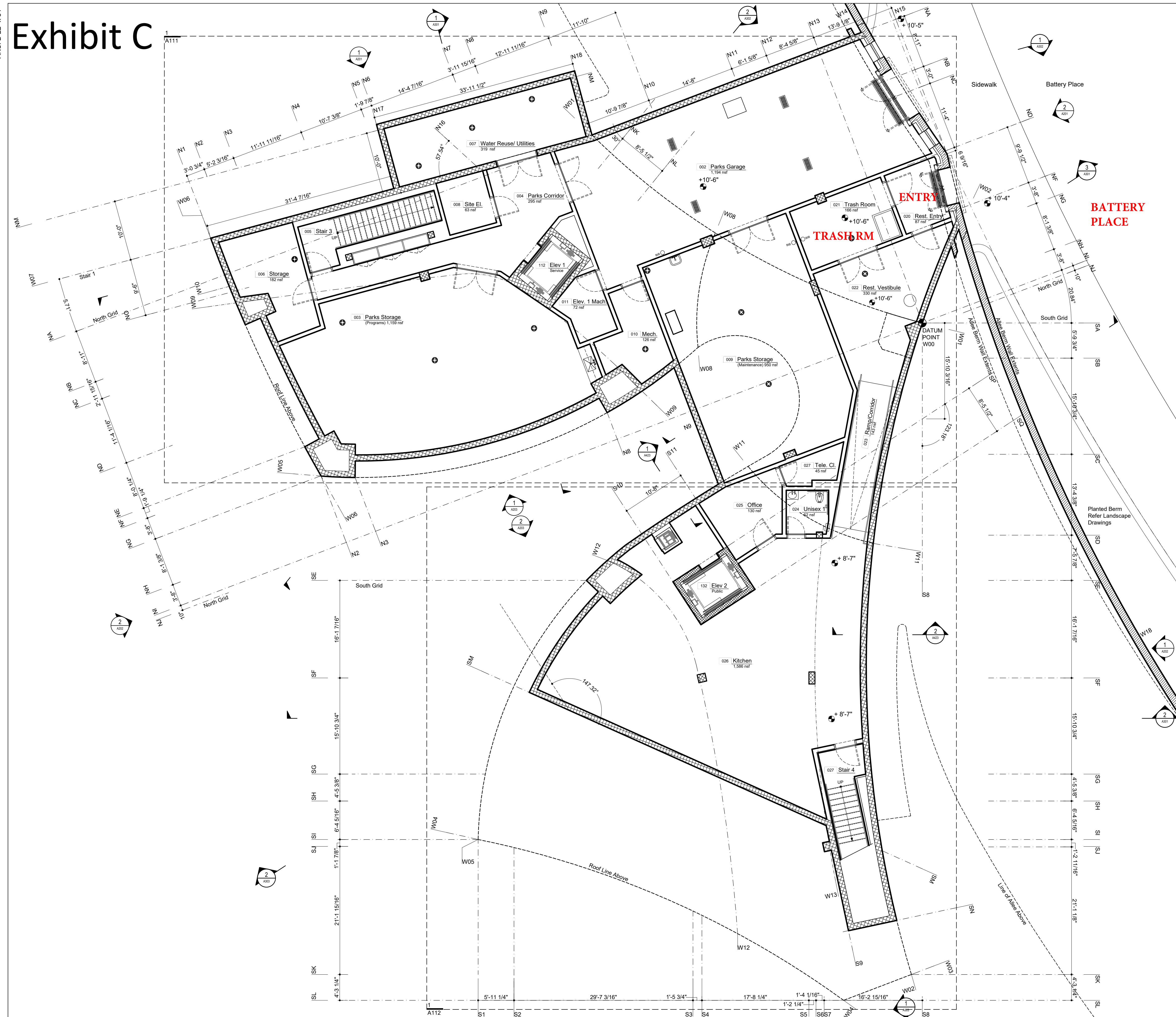






ANSI D 22" x 34"

Exhibit C



Legend Notes

- 01 CIP Architectural Concrete. See Str. Dwg. 033300
- 02 CIP Concrete Deck. See Str. Dwg. 033000
- 03 CIP Concrete Slab Over Concrete Mudmat 033000
- 04 CIP Concrete Wall / Column. See Str. Dwg. 033000
- 05 Exterior Metal Panel Cladding Sys./ Doors 087100
- 06 Exterior Stair, Precast Conc. Treads & Risers 321413
- 07 Custom Painted Steel Handrail and Brackets 057000
- 08 Painted Metal and Glass Window System 084413
- 09 Double IGU with Anti-Birdstrike Treatment 321413
- 10 Precast Pavers on Pedestal System 071413
- 11 Hot Laminated Asphalt Membrane System On Sloped Slab or Topping Slab to Drain 072710
- 12 Below Grade Sheet Waterproofing 033300
- 13 CIP Arch. Conc. Parapet. See Str. Dwg. 033300
- 14 Operable Sunshading Device 102800
- 15 Bathroom Accessory, See Schedule in Spec. 102800
- 16 Plumbing Fixture, See Plumbing Schedule 042000
- 17 Unit Masonry, Reference Finish Schedule 033300
- 18 Formed Opening in CIP Concrete 033300
- 19 Sealed Concrete Slab. See Finish Schedule 033300
- 20 Sealed Pigmented Conc. Slab, See Fin. Sch. 077273
- 21 Custom-Formed Planter with Drainage and Irrigation Sys. Ref. Landscape Dwg./ Spec. 062023
- 22 Custom Cabinetry - Millwork or SSM 057000
- 23 Custom Stainless Steel Guardrail Assembly 087100
- 24 Custom Perf. Ptd. Metal Gate/ Facade Sys. 087100
- 25 Sink & Faucet, See Plumbing Schedule 087100
- 26 Floor Outlet, See Electrical Documents 087100
- 27 Painted Metal Custom Pivot Door 034500
- 28 Suspended Custom Precast Acoustic Ceiling Baffle System 076200
- 29 Drain, See Plumbing Drawings 072100
- 30 Exterior Paving, See Landscape Spec. 092900
- 31 Concrete Filled Steel Pan Stair 057000
- 32 Sprinkler, See Fire Protection Drawings 142000
- 33 Light Fixture, See Lighting Specifications 071323
- 34 Structural Thermal Break, See Struct. Dwg. 092900
- 35 Radiant Trench Heater, See M Drawings 142400
- 36 Custom Painted Diffuser 057000
- 37 Integrated Snow Melt System, See E Dwg. 057000
- 38 Closed Cell Spray Foam Insulation on Lathe 092900
- 39 Interior Partition, Reference Finish Schedule 057000
- 40 Custom S/S Walk Off Grating and Pan 057000
- 41 Dumbwaiter 142000
- 42 Pre-Applied Sheet Membrane WP System 071323
- 43 Suspended GWB Ceiling, Ref. Finish Sched. 092900
- 44 Hydraulic Elevator, See Elevator Spec. 142400
- 45 Ext. Wall Mounted Light, See Lighting Spec. 057000
- 46 Custom Ptd. Alum. Picture Hanging Rail Sys. 033300
- 47 Formwork Joint, See Arch. Conc. Spec. 033300
- 48 Planted Area, Ref. Landscape Dwg. and Spec. 057000
- 49 Conc. Deck Sloped to Drain, See Str. Dwg. 057000
- 50 Pour Joint, See Arch. Conc. Spec. 033300
- 51 Ptd. Steel Support Member by Window Man. 084413
- 52 Future Signage, Own. Prov./ Contract. Install 101400
- 53 Custom Ptd. Perforated Panel 057000
- 82 Light Pole, See Site Lighting Documents 057000
- 97 Sound Absorbing Ceiling Unit, By Owner 051100
- 100 Deployable Flood Protection Sys., See Str. 089100
- 101 Custom Ptd. Alum. Exit Sign Enclosure 057000
- 154 Metal Handrail 089100
- 175 Wind-Driven Rain Resistant Louver 057000
- 178 Custom Painted Steel Panel 057000

Notes For This Sheet Only

- 01 CIP Architectural Concrete. See Str. Dwg. 033300
- 02 CIP Concrete Deck. See Str. Dwg. 033000
- 03 CIP Concrete Slab Over Concrete Mudmat 033000
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PROJECT
 SOUTH BATTERY PARK CITY
 RESILIENCY DESIGN SERVICES
 20 Battery Place
 New York, NY 10280

CLIENT
 HUGH L. CAREY BATTERY
 PARK CITY AUTHORITY
 200 Liberty St, 24th Floor, New York, NY 10281
 212.417.4304

CONSULTANT
AECOM
 AECOM USA
 605 3rd Ave, 2nd Floor, New York, NY 10158
 212.973.2900 www.aecom.com

SUB-CONSULTANT
 MAGNUSON KLEMENCIC ASSOCIATES
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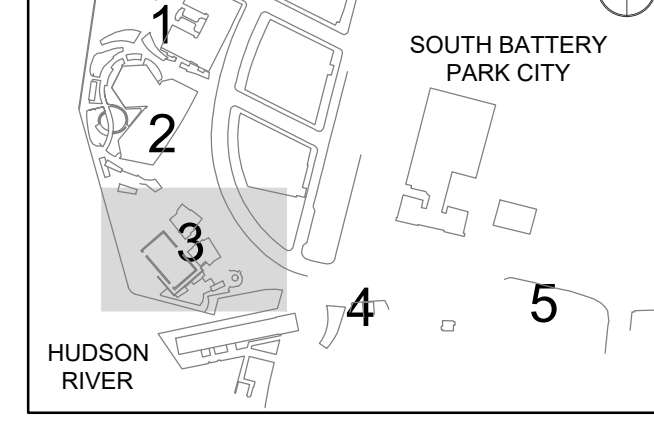
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PROJECT/TERM CONTRACT NUMBER

Contract No. 18-2586

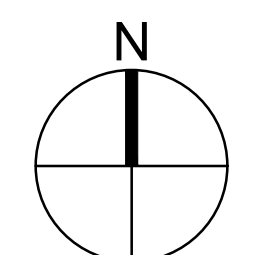
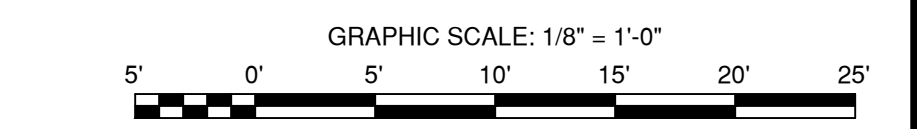
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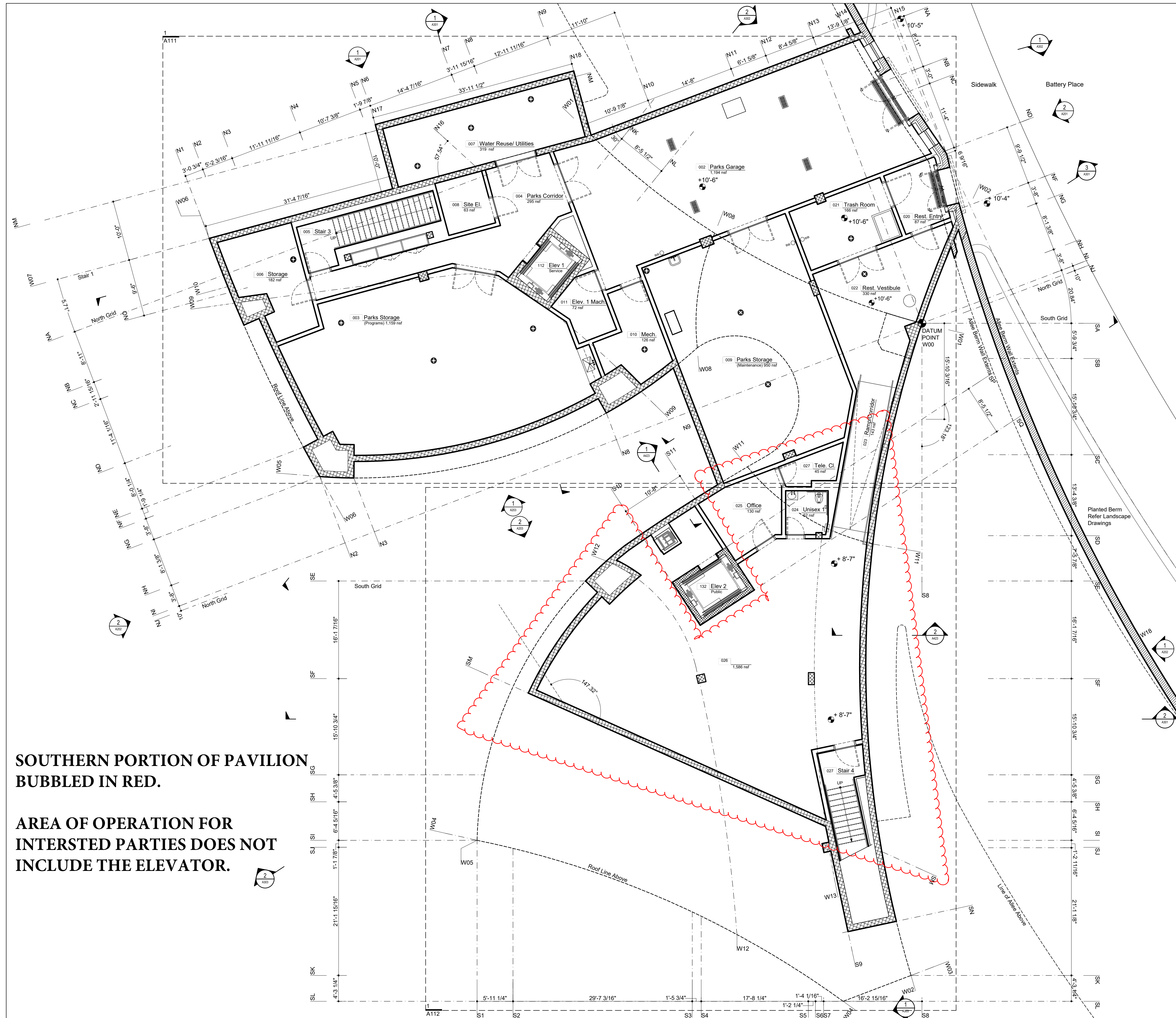
BASEMENT LEVEL PLAN

SHEET NUMBER

A101.00

PAGE NUMBER OF





**SOUTHERN PORTION OF PAVILION
BUBBLED IN RED.**

**AREA OF OPERATION FOR
INTERSTED PARTIES DOES NOT
INCLUDE THE ELEVATOR.**

Legend Notes

- | | |
|---|--------|
| 01 CIP Architectural Concrete. See Str. Dwg. | 033300 |
| 02 CIP Concrete Deck. See Str. Dwg. | 033000 |
| 03 CIP Concrete Slab Over Concrete Mudmat | 033000 |
| 04 CIP Concrete Wall / Column. See Str. Dwg. | 033000 |
| 05 Exterior Metal Panel Cladding Sys./ Doors | 087100 |
| 06 Exterior Stair, Precast Conc. Treads & Risers | 321413 |
| 07 Custom Painted Steel Handrail and Brackets | 057000 |
| 08 Painted Metal and Glass Window System | 084413 |
| 09 Double IGU with Anti-Birdstrike Treatment | |
| 10 Precast Pavers on Pedestal System | 321413 |
| 11 Hot Laminated Asphalt Membrane System | 071413 |
| 12 On Sloped Slab or Topping Slab to Drain | |
| 13 Below Grade Sheet Waterproofing | 072710 |
| 14 CIP Arch. Conc. Parapet. See Str. Dwg. | 033300 |
| 15 Operable Sunshading Device | |
| 16 Bathroom Accessory, See Schedule in Spec. | 102800 |
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| 18 Unit Masonry, Reference Finish Schedule | 042000 |
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| 20 Sealed Concrete Slab. See Finish Schedule | |
| 21 Sealed Pigmented Conc. Slab, See Fin. Sch. | 033300 |
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| 23 Custom Cabinetry - Millwork or SSM | 062023 |
| 24 Custom Stainless Steel Guardrail Assembly | 057000 |
| 25 Custom Perf. Ptd. Metal Gate/ Facade Sys. | 087100 |
| 26 Sink & Faucet, See Plumbing Schedule | |
| 27 Floor Outlet, See Electrical Documents | |
| 28 Painted Metal Custom Pivot Door | 087100 |
| 29 Suspended Custom Precast Acoustic Ceiling Baffle System | 034500 |
| 30 Drain, See Plumbing Drawings | |
| 31 Exterior Paving, See Landscape Spec. | |
| 32 Concrete Filled Steel Pan Stair | 076200 |
| 33 Sprinkler, See Fire Protection Drawings | |
| 34 Light Fixture, See Lighting Specifications | |
| 35 Structural Thermal Break, See Struct. Dwg. | |
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| 40 Interior Partition, Reference Finish Schedule | 092900 |
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CONSULTANT
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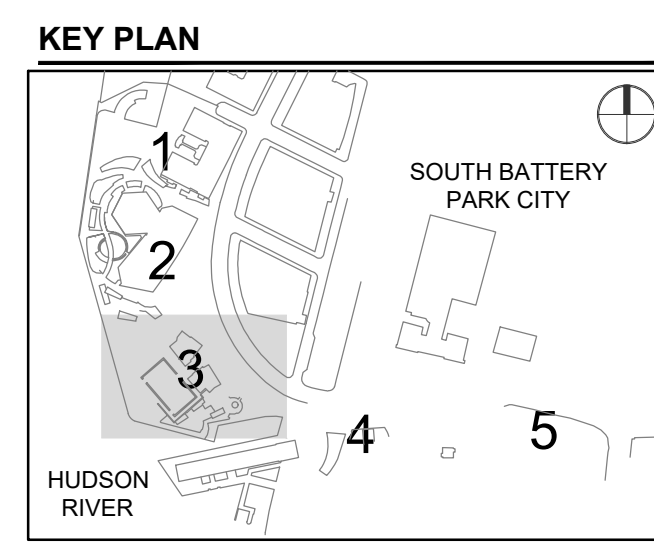
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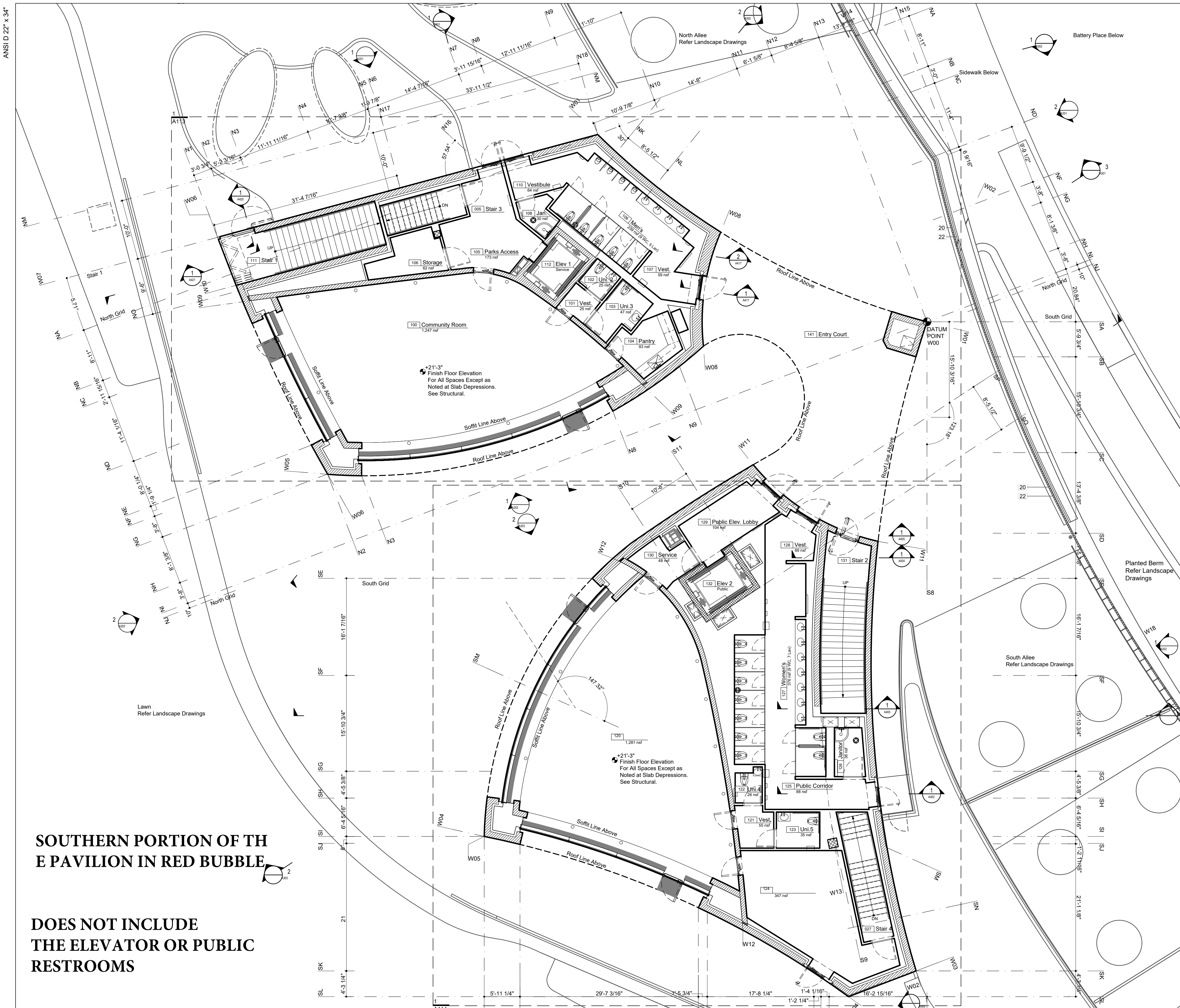
Contract No. 18-2586

SHEET TITLE

BASEMENT LEVEL PLAN

SHEET NUMBER

A101.00



SOUTHERN PORTION OF THE PAVILION IN RED BUBBLE

DOES NOT INCLUDE THE ELEVATOR OR PUBLIC RESTROOMS

Legend Notes

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24	Custom Perf. Ptd. Metal Gate/ Facade Sys.	087100
25	Sink & Faucet. See Plumbing Schedule	
26	Floor Outlet. See Electrical Documents	
27	Painted Metal Custom Pivot Door	087100
28	Suspended Custom Precast Acoustic Ceiling Baffle System	034500
29	Drain. See Plumbing Drawings	
30	Exterior Paving. See Landscape Spec.	
31	Concrete Filled Steel Pan Stair	076200
32	Sprinkler. See Fire Protection Drawings	
33	Light Fixture. See Lighting Specifications	
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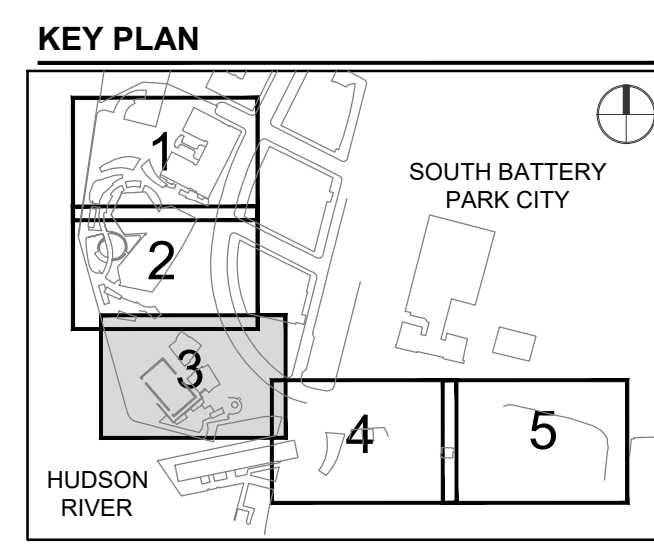
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313.987.0061 milhouseinc.com

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212.675.7760 tillotsondesign.com

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NAIK CONSULTING GROUP, PC
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OWEIS
100 East Hanover Ave., Suite 101, Cedar Knolls, NJ 07927
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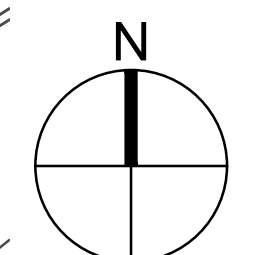
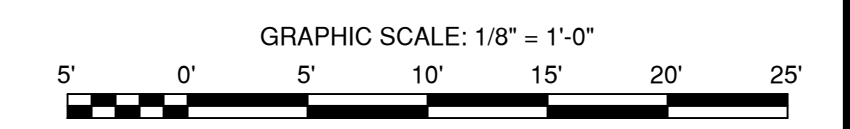
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FIRST LEVEL PLAN

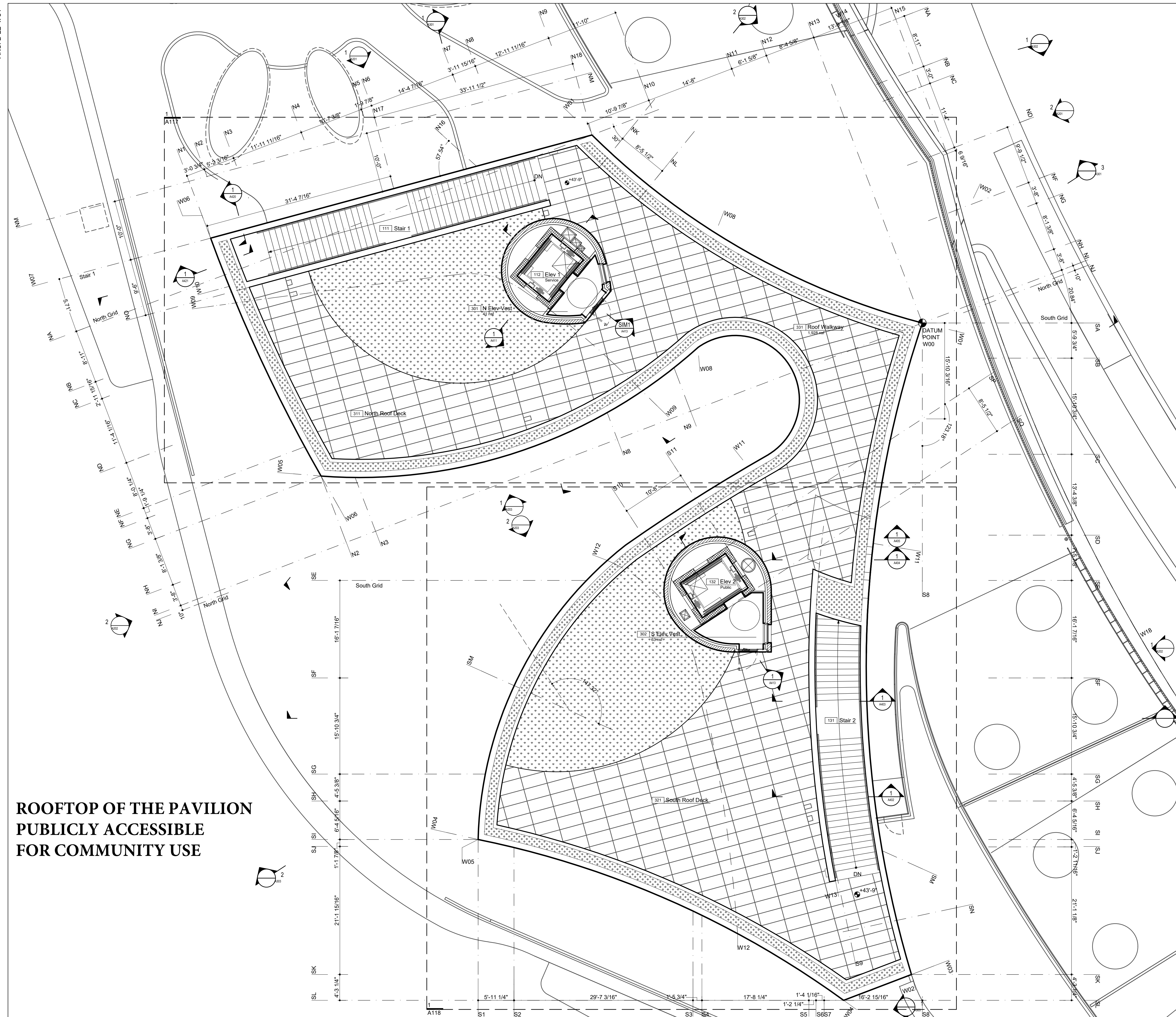
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A102.00

PAGE NUMBER OF



ANSI D 22" x 34"



**ROOFTOP OF THE PAVILION
PUBLICLY ACCESSIBLE
FOR COMMUNITY USE**

Legend Notes

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- 28 Suspended Custom Precast Acoustic Ceiling Baffle System 034500
- 29 Drain, See Plumbing Drawings
- 30 Exterior Paving, See Landscape Spec. 076200
- 31 Concrete Filled Steel Pan Stair
- 32 Sprinkler, See Fire Protection Drawings
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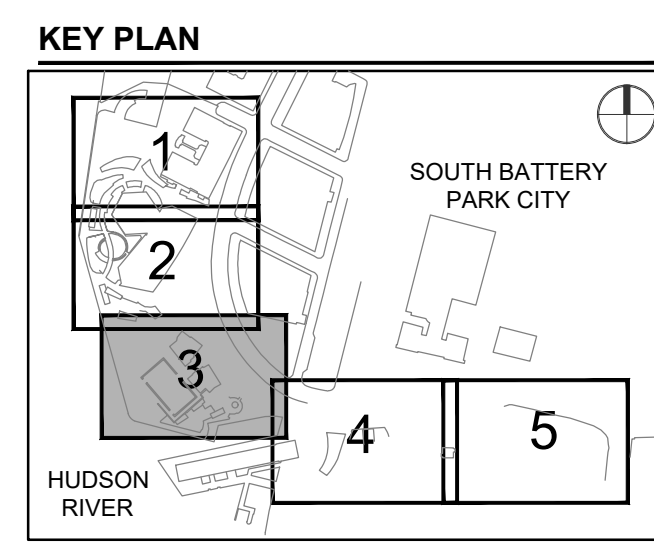
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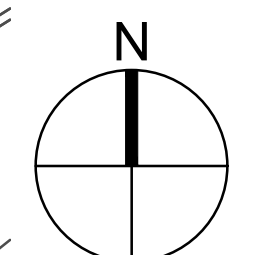
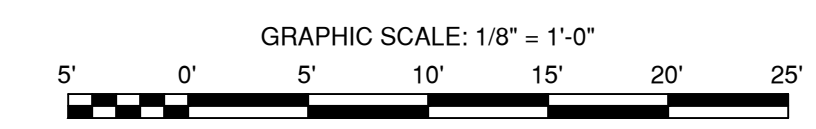
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ROOF LEVEL PLAN

SHEET NUMBER

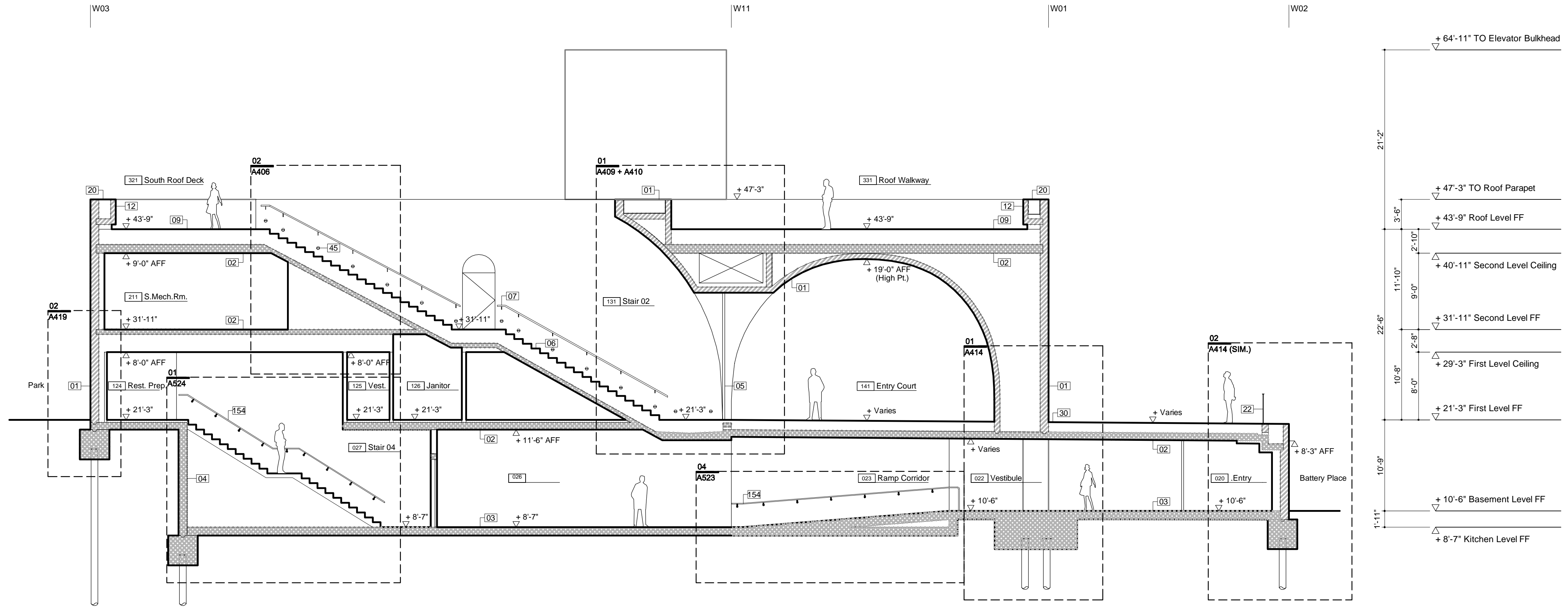
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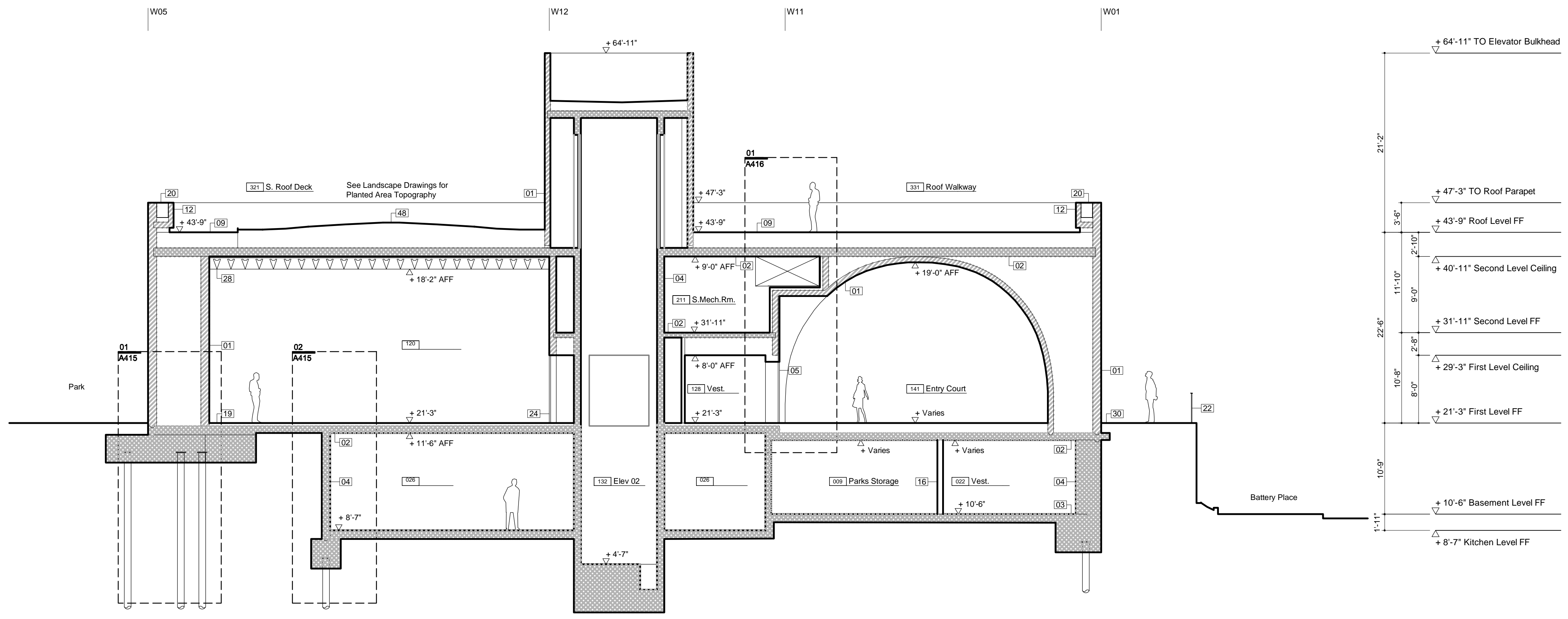


DOB APPROVAL STAMP

ANSI D 22' x 34'



Section : South Wing Staircase 01



Section : South Wing 02

Legend Notes

- | | | |
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| 44 | Hydraulic Elevator. See Elevator Spec. | 142400 |
| 45 | Ext. Wall Mounted Light. See Lighting Spec. | |
| 46 | Custom Ptd. Alum. Picture Hanging Rail Sys. | 057000 |
| 47 | Formwork Joint. See Arch. Conc. Spec. | 033300 |
| 48 | Planted Area. Ref. Landscape Dwg. and Spec. | |
| 49 | Conc. Deck Sloped to Drain. See Str. Dwg. | |
| 50 | Pour Joint. See Arch. Conc. Spec. | 033300 |
| 52 | Ptd. Steel Support Member by Window Man. | 084413 |
| 53 | Future Signage. Own. Prov./ Contract. Install | 101400 |
| 67 | Custom Ptd. Perforated Panel | 057000 |
| 82 | Light Pole. See Site Lighting Documents | |
| 97 | Sound Absorbing Ceiling Unit, By Owner | |
| 100 | Deployable Flood Protection Sys., See Str. | |
| 101 | Custom Ptd. Alum. Exit Sign Enclosure | 057000 |
| 154 | Metal Handrail | 051100 |
| 175 | Wind-Driven Rain Resistant Louver | 089100 |
| 178 | Custom Painted Steel Panel | 057000 |

Notes For This Sheet Only

- | | | |
|-----|--|--------|
| 01 | CIP Architectural Concrete. See Str. Dwg. | 033300 |
| 02 | CIP Concrete Deck. See Str. Dwg. | 033000 |
| 03 | CIP Concrete Slab Over Concrete Mudmat | 033000 |
| 04 | CIP Concrete Wall / Column. See Str. Dwg. | 033000 |
| 05 | Exterior Metal Panel Cladding Sys./ Doors | 087100 |
| 06 | Exterior Stair, Precast Conc. Treads & Risers | 321413 |
| 07 | Custom Painted Steel Handrail and Brackets | 057000 |
| 08 | Painted Metal and Glass Window System | 084413 |
| | Double IGU with Anti-Birdstrike Treatment | |
| 09 | Precast Pavers on Pedestal System | 321413 |
| 10 | Hot Laminated Asphalt Membrane System On Sloped Slab or Topping Slab to Drain | 071413 |
| 11 | Below Grade Sheet Waterproofing | 072710 |
| 12 | CIP Arch. Conc. Parapet. See Str. Dwg. | 033300 |
| 13 | Operable Sunshading Device | |
| 14 | Bathroom Accessory. See Schedule in Spec. | 102800 |
| 15 | Plumbing Fixture. See Plumbing Schedule | |
| 16 | Unit Masonry. Reference Finish Schedule | 042000 |
| 17 | Formed Opening in CIP Concrete | 033300 |
| 18 | Sealed Concrete Slab. See Finish Schedule | |
| 19 | Sealed Pigmented Conc. Slab. See Fin. Sch. | 033300 |
| 20 | Custom-Formed Planter with Drainage and Irrigation Sys. Ref. Landscape Dwg./ Spec. | 077273 |
| 21 | Custom Cabinetry - Millwork or SSM | 062023 |
| 22 | Custom Stainless Steel Guardrail Assembly | 057000 |
| 24 | Custom Perf. Ptd. Metal Gate/ Facade Sys. | 087100 |
| 25 | Sink & Faucet. See Plumbing Schedule | |
| 26 | Floor Outlet. See Electrical Documents | |
| 27 | Painted Metal Custom Pivot Door | 087100 |
| 28 | Suspended Custom Precast Acoustic Ceiling Baffle System | 034500 |
| 29 | Drain. See Plumbing Drawings | |
| 30 | Exterior Paving. See Landscape Spec. | |
| 31 | Concrete Filled Steel Pan Stair | 076200 |
| 32 | Sprinkler. See Fire Protection Drawings | |
| 33 | Light Fixture. See Lighting Specifications | |
| 34 | Structural Thermal Break. See Struct. Dwg. | |
| 35 | Radiant Trench Heater. See M Drawings | |
| 36 | Custom Painted Diffuser | |
| 37 | Integrated Snow Melt System. See E Dwg. | |
| 38 | Closed Cell Spray Foam Insulation on Lathe | 072100 |
| 39 | Interior Partition. Reference Finish Schedule | 092900 |
| 40 | Custom S/S Walk Off Grating and Pan | 057000 |
| 41 | Dumbwaiter | 142000 |
| 42 | Pre-Applied Sheet Membrane WP System | 071323 |
| 43 | Suspended GWB Ceiling. Ref. Finish Sched. | 092900 |
| 44 | Hydraulic Elevator. See Elevator Spec. | 142400 |
| 45 | Ext. Wall Mounted Light. See Lighting Spec. | |
| 46 | Custom Ptd. Alum. Picture Hanging Rail Sys. | 057000 |
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PROJECT
 SOUTH BATTERY PARK CITY
 RESILIENCY DESIGN SERVICES
 20 Battery Place
 New York, NY 10280

CLIENT
 HUGH L. CAREY BATTERY
 PARK CITY AUTHORITY
 200 Liberty St, 24th Floor, New York, NY 10281
 212.417.4304

CONSULTANT
 AECOM
 AECOM USA
 605 3rd Ave, 2nd Floor, New York, NY 10158
 212.973.2900 www.aecom.com

SUB-CONSULTANT
 MAGNUSON KLEMENCIC ASSOCIATES
 1301 Fifth Avenue, Suite 3200, Seattle, WA 98101-2699
 206.292.1200 tel 206.292.1201 fax www.mka.com

SITWORKS
 150 West 28th St, Suite 605, New York, NY 10001
 212.255.9350 siteworkscm.com

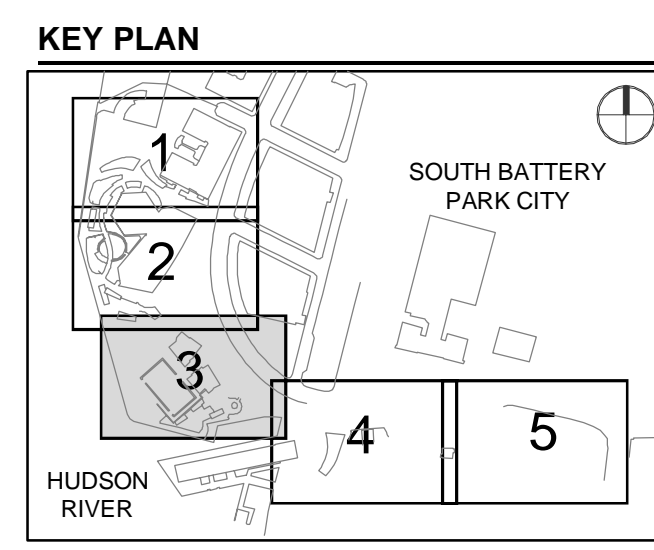
MILHOUSE
 333 South Wabash Ave, Suite 2901, Chicago, IL 60604
 313.987.0061 milhouseinc.com

TILLOTSON DESIGN ASSOCIATES
 40 Worth St, Rm 703, New York, NY 10013
 212.675.7760 tilotsondesign.com

THOMAS PHIFER AND PARTNERS
 180 Varick St., New York, NY 10014
 212.337.0334 thomasphifer.com

NAIK CONSULTING GROUP, PC
 111 West 33rd St., Suite 605 New York, NY 10120
 212.575.2701 naikgroup.com

OWEIS
 100 East Hanover Ave., Suite 101, Cedar Knolls, NJ 07927
 973.539.440 oweisengineering.com



REGISTRATION

NYC DOB JOB NUMBER

M00613188-11

ISSUE/REVISION

I/R	DATE	DESCRIPTION
I	2023-06-13	IFC SET
	2022-11-11	CONFORMED SET

PROJECT/TERM CONTRACT NUMBER

Contract No. 18-2586

SHEET TITLE

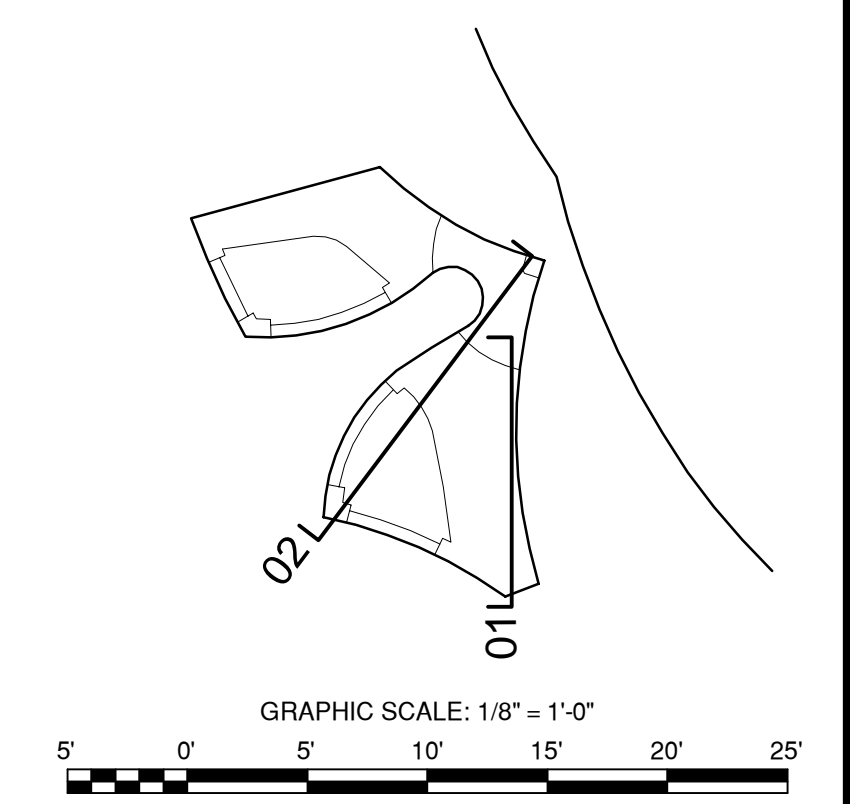
SECTION

SHEET NUMBER

A303.00

PAGE NUMBER 0F

Key Plan (N.T.S.)

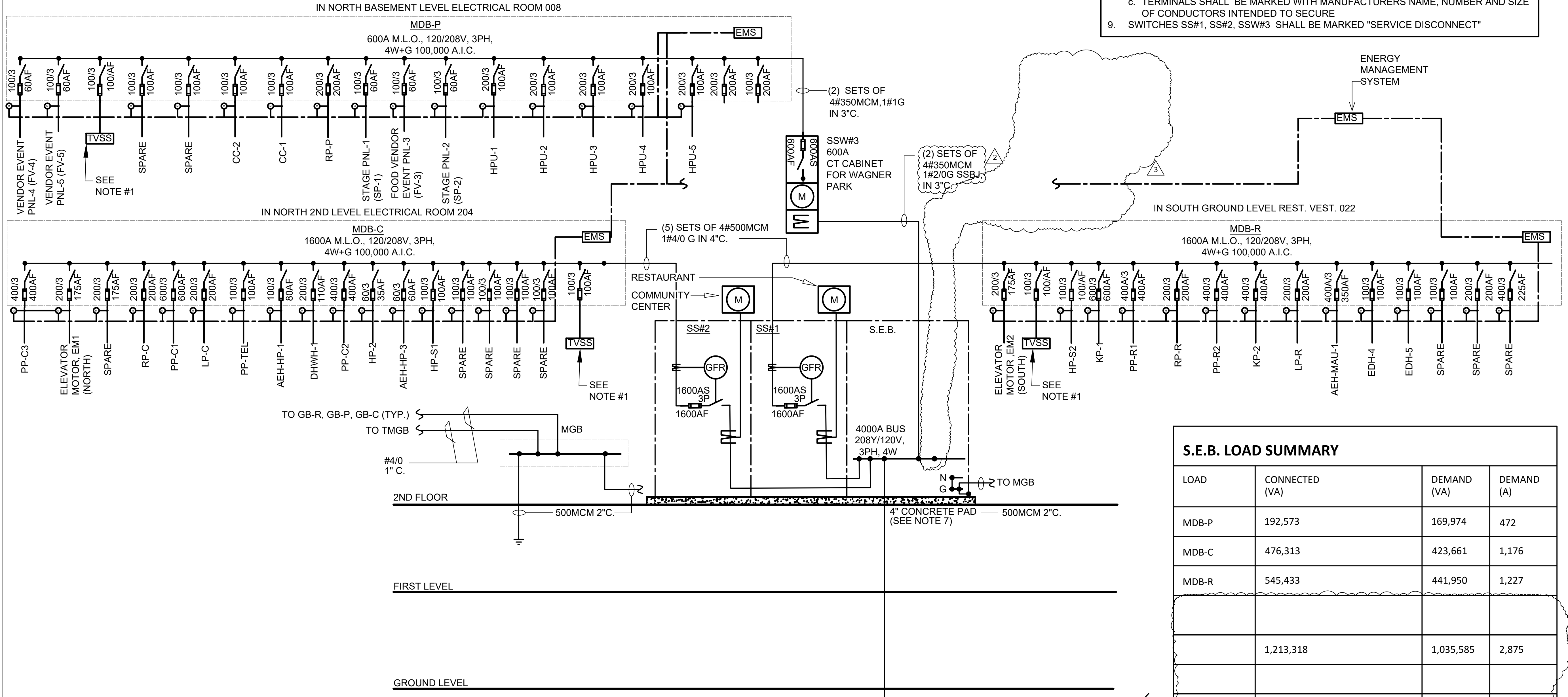


DOB APPROVAL STAMP

OUTDOOR SEATING PLAN SKETCH 3/27/2024



- NOTES:**
1. PROVIDE TRANSIENT VOLTAGE SURGE SUPPRESSOR (EXTERNAL).
 2. PROVIDE DUAL ELEMENT TIME-DELAY FUSES FOR ELEVATOR.
 3. CONTRACTOR TO HIRE A LICENSED ENGINEER AND SUBMIT ELECTRICAL DRAWINGS TO NYC BUILDING DEPARTMENT (ADVISORY BOARD)
 4. CONTRACTOR SHALL PREPARE SHORT CIRCUIT STUDY, SELECTIVE COORDINATION AND ELECTRICAL ROOM LAYOUT TO SUBMIT AND OBTAIN APPROVALS FOR ELECTRICAL FROM DOB NOW (ADVISORY BOARD)
 5. FOR SITE LIGHTING SUPPLIED FROM CC1, CC2 PROVIDE (24) 2" CONDUITS FROM DIMMER PANELS TO SITE. SEE PACKAGE 2 SE 200 SERIES DRAWINGS FOR ADDITIONAL ELECTRICAL INFORMATION.
 6. FOR EXTENT AND DELINEATION OF PACKAGE 3 ELECTRICAL SITE WORK (MDP-P AND RP-P POWER) REFER TO SHT E003 NOTE 6. AND PACKAGE 2 DRAWINGS.
 7. E.C SHALL PROVIDE AND COORDINATE CONCRETE PAD. COORDINATE CUT-OUT FOR SERVICE CONDUITS PER FINAL ARRANGEMENT AND SWITCHBOARD SHOP DRAWINGS SUBMITTAL. SEE SPECIFICATIONS 03100-034500.
 8. SWITCHBOARD S.E.B. (ALL SECTIONS CERTIFIED BY UL) BUSBAR TAPS:
 - a. FACTORY MADE HOLES IN BUSBAR, MARKED WITH THE WORD "TAP"
 - b. TERMINAL CONNECTORS SHALL BE FULLY ACCESSIBLE FROM THE FRONT
 - c. TERMINALS SHALL BE MARKED WITH MANUFACTURERS NAME, NUMBER AND SIZE OF CONDUCTORS INTENDED TO SECURE
 9. SWITCHES SS#1, SS#2, SSW#3 SHALL BE MARKED "SERVICE DISCONNECT"



(10) SETS OF 4# 500MCM XHHW-2 IN 4" RGS SEE DUCT BANK DETAIL ON E002. FEEDER AMPACITY: 3,800A. THE ELECTRICAL CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING THE RACEWAY AND CABLES FROM THE PAVILION 4000 AMP BOARD TO THE PROPERTY LINE BOX. E.C TO PROVIDE SUFFICIENT LENGTH IN CABLE TO TERMINATE WITH THE UTILITY TRANSFORMER. E.C TO COORDINATE CABLE LENGTH WITH CON ED.

PROPERTY INCOMING SERVICE FROM CON - EDISON VAULT
 SIDEWALK

PROJECT
 SOUTH BATTERY PARK CITY
 RESILIENCY DESIGN SERVICES
 20 Battery Place
 New York, NY 10280

CLIENT
 HUGH L. CAREY BATTERY
 PARK CITY AUTHORITY
 200 Liberty St, 24th Floor, New York, NY 10281
 212.417.4304

CONSULTANT
AECOM
 AECOM USA
 605 3rd Ave, 2nd Floor, New York, NY 10158
 212.973.2900 www.aecom.com

SUB-CONSULTANT
 MAGNUSON KLEMENCIC ASSOCIATES
 1301 Fifth Avenue, Suite 3200, Seattle, WA 98101-2699
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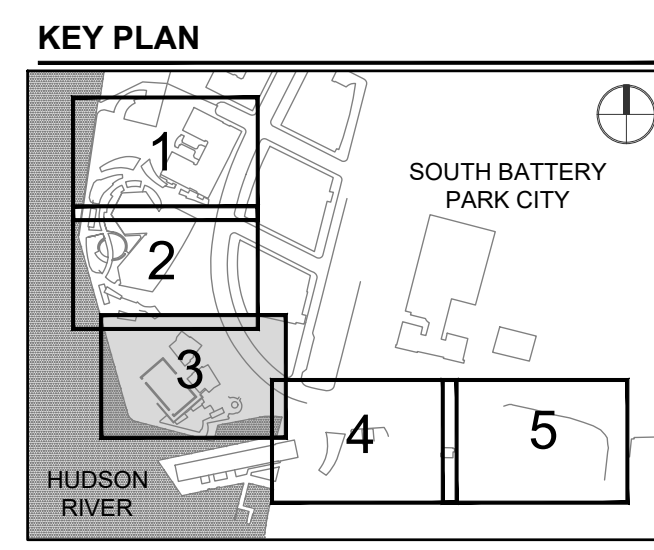
MILHOUSE
 333 South Wabash Ave, Suite 2901, Chicago, IL 60604
 313.987.0061 milhouseinc

TILLOTSON DESIGN ASSOCIATES
 40 Worth St Rm 703, New York, NY 10013
 212.675.7760 tillotsondesign.com

THOMAS PHIFER AND PARTNERS
 180 Varick St, New York, NY 10014
 212.337.0334 thomasphifer.com

NAIK CONSULTING GROUP, PC
 111 West 33rd St, Suite 605 New York, NY 10120
 212.575.2701 naikgroup.com

OWEIS
 100 East Hanover Ave., Suite 101, Cedar Knolls, NJ 07927
 973.539.440 oweisengineering.com



REGISTRATION



EXPIRES 4/30/24
 NYC DOB JOB NUMBER

ISSUE/REVISION

NO.	DATE	DESCRIPTION
3	2023-11-21	FIELD CHANGE 10
2	2023-03-16	FIELD CHANGE 1
1	2022-11-17	ISSUED FOR DOB APPROVAL

PROJECT/TERM CONTRACT NUMBER

Contract No. 18-2586

SHEET TITLE

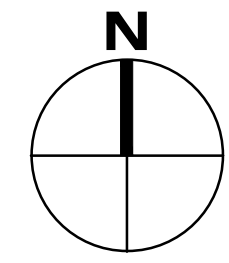
**ELECTRICAL RISER
 DIAGRAM**

SHEET NUMBER

E-501.00

NOTES:

- SEE SHEET C-001 FOR LEGEND, AND ABBREVIATIONS.
- SEE SHEET C-002 FOR GENERAL NOTES AND GRADING NOTES.
- GRADE BREAK POINT OF INTERSECTION IS AT THE GROUND LEVEL (BATTERY PLACE LEVEL) OF THE PAVILION.



AECOM

PROJECT
SOUTH BATTERY PARK CITY
RESILIENCY DESIGN SERVICES
20 Battery Place
New York, NY 10280

CLIENT
HUGH L. CAREY BATTERY
PARK CITY AUTHORITY
200 Liberty St, 24th Floor, New York, NY 10281
212.417.4304

CONSULTANT
AECOM
AECOM USA
605 3rd Ave, 2nd Floor, New York, NY 10158
212.973.2900 www.aecom.com

SUB-CONSULTANT
MAGNUSON KLEMENCIC ASSOCIATES
1301 Fifth Avenue, Suite 3200, Seattle, WA 98101-2699
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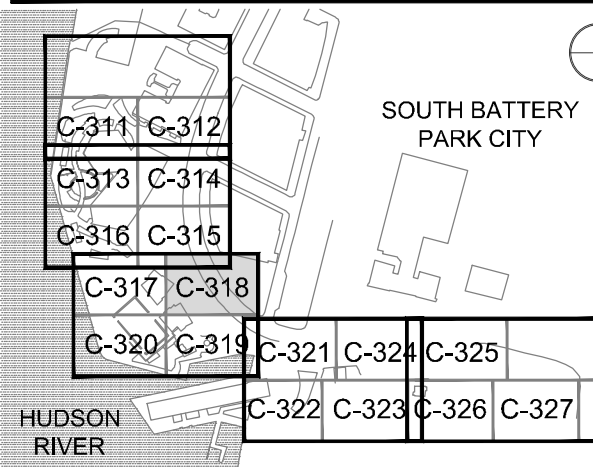
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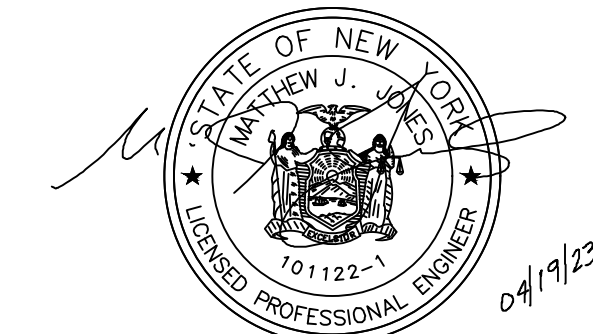
NAIK CONSULTING GROUP, PC
111 West 33rd St, Suite 605 New York, NY 10120
212.575.5701 naikgroup.com

OWEIS
100 East Hanover Ave., Suite 101, Cedar Knolls, NJ 07927
973.539.440 oweisengineering.com

KEY PLAN



REGISTRATION



NYC DOB JOB NUMBER

M00808860-11

REFERENCE ONLY

ISSUE/REVISION

NO.	DATE	DESCRIPTION
1	6/2/2023	FIELD CHANGE 2

PROJECT/TERM CONTRACT NUMBER

Contract No. 18-2586

SHEET TITLE

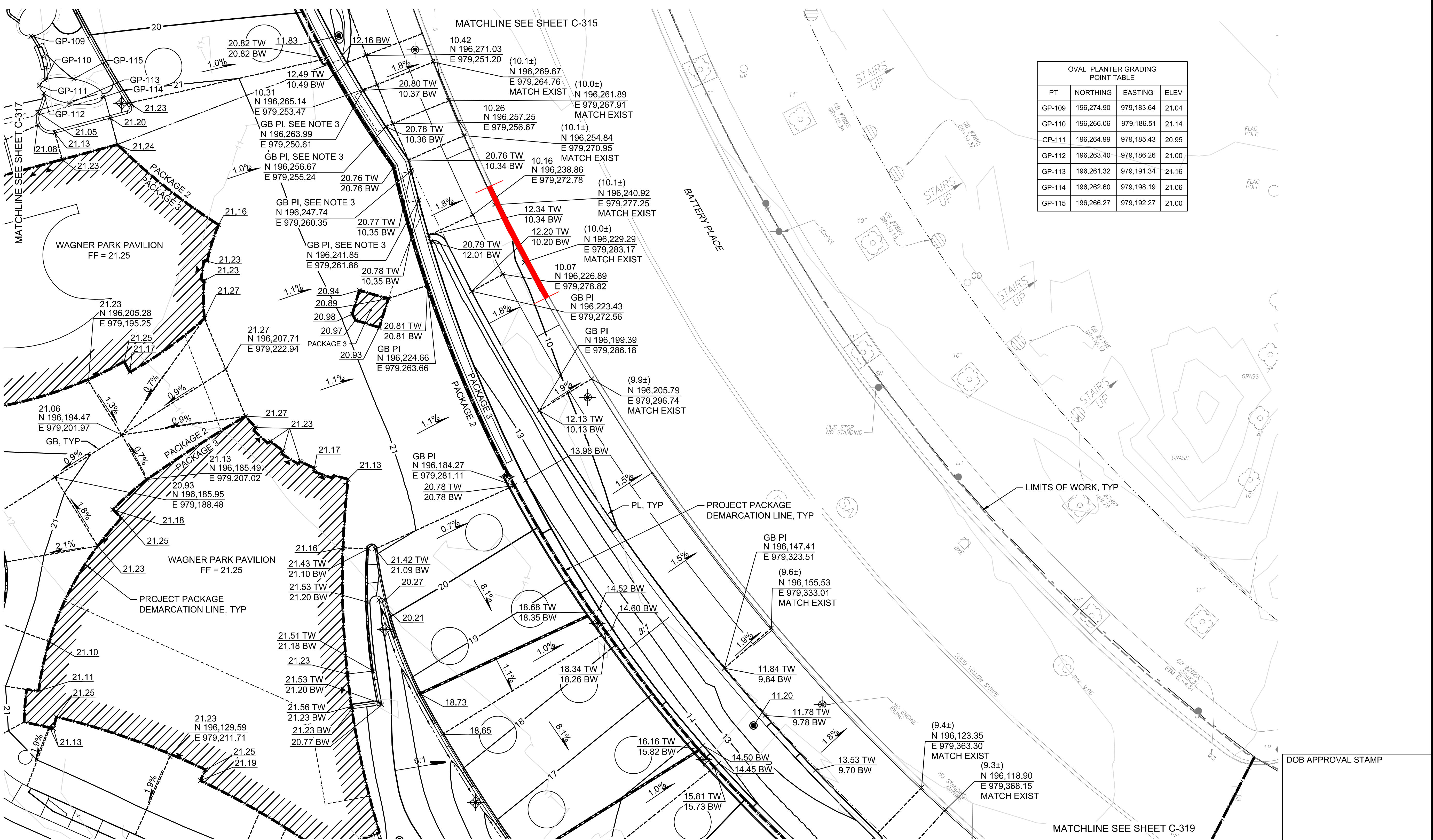
GRADING PLAN 08

SHEET NUMBER

C-318.00

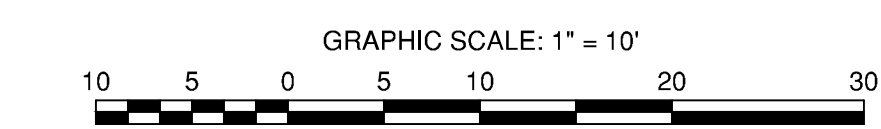
PAGE NUMBER OF

1



OVAL PLANTER GRADING POINT TABLE

PT	NORTHING	EASTING	ELEV
GP-109	196,274.90	979,183.64	21.04
GP-110	196,266.06	979,186.51	21.14
GP-111	196,264.99	979,185.43	20.95
GP-112	196,263.40	979,186.26	21.00
GP-113	196,261.32	979,191.34	21.16
GP-114	196,262.60	979,198.19	21.06
GP-115	196,266.27	979,192.27	21.00



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EXHIBIT D
LICENSE INSURANCE REQUIREMENTS

A) **GENERAL REQUIREMENTS**

The total cost of the required insurance listed in Sections B) and C) below, must be incorporated into the Cost Proposal. The additional insured protection afforded BPCA, BPCA's affiliate, the Battery Park City Parks Conservancy ("BPCPC"), and the State of New York must be on a primary and contributory basis. All policies must include a waiver of subrogation in favor of BPCA, BPCPC, and the State of New York, no policies may contain any limitations / exclusions for New York Labor Law claims, and cross liability coverage must be provided for BPCA, BPCPC, and the State of New York.

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

B) **INSURANCE REQUIREMENTS FOR THE SELECTED LICENSEE**

The selected Licensee will be required to obtain and provide proof of the types and amounts of insurance listed below: (i) as a condition precedent to the award of the contract for the Project; and (ii) continuing throughout the entire Term. The insurance policies listed below must also conform to the applicable terms of the Contract.

- **Commercial General Liability Insurance**, written on ISO Form CG 00 01 or its equivalent and with no modification to the contractual liability coverage provided therein, shall be provided on an occurrence basis and limits shall not be less than:
 - \$6,000,000 per occurrence
 - \$7,000,000 general aggregate which must apply on a per location / per project basis
 - \$7,000,000 products/completed operations aggregate

BPCA, BPCPC, and the State of New York must be protected as additional insureds on ISO Form CG 2010 (11/85) or its equivalent on policies held by the selected Licensee and any of its Third Parties. Securing the required limits via a combination of primary and umbrella/excess liability policies is allowed. The General Aggregate limit must apply on a per project basis on the primary General Liability policy should a combination of primary and Umbrella/Excess liability policies be utilized to secure the required total limits of coverage.

- Any licensee that is engaged to sell or serve alcohol shall maintain **Liquor Liability Insurance** having a limit of no less than Two Million Dollars (\$2,000,000) for the benefit of BPCA Additional insureds affording protection against claims arising under the provisions of Section 11-101 of the New York State General Obligations Law or any successor or other statute providing for dram shop liability.

- **Automobile Liability Insurance** with a combined single limit of not less than \$1,000,000. Coverage must apply to the Licensee's owned, hired, and non-owned vehicles and protect BPCA, BPCPC, and the State of New York as additional insured.
- **Workers' Compensation, Employer's Liability, and Disability Benefits** shall not be less than statutory limits, including United States Longshore and Harbor Workers Act coverage as applicable to the operations of the Licensee.
- **Commercial Property Insurance** written on an "All Risk" or "Special Form" covering all personal property and equipment, improvements and betterments to the property including all trade fixtures brought to Lessor's property by lessee in an amount equal to the estimated full replacement value of the personal property, equipment and improvements and betterments to the property.

Exhibit E

COMMUNITY BOARD 1 – MANHATTAN RESOLUTION

DATE: APRIL 30, 2024

COMMITTEE OF ORIGIN: BATTERY PARK CITY

COMMITTEE VOTE:	7 In Favor	0 Opposed	0 Abstained	0 Recused
PUBLIC VOTE:	1 In Favor	0 Opposed	0 Abstained	0 Recused
BOARD VOTE:	30 In Favor	0 Opposed	1 Abstained	0 Recused

RE: Wagner Park Pavilion: Suggestions for the Request For Proposal (RFP) for the Commercial Space

WHEREAS: The Battery Park City Authority (BPCA) is a NYS public benefit corporation whose mission is to plan, create, coordinate and sustain a balanced community of commercial, residential, retail, parks and open space within its designated 92-acre site on the West Side of Lower Manhattan; and

WHEREAS: As part of its operations, the BPCA is working on two interrelated resiliency projects as part of the Lower Manhattan Coastal Resiliency (LMCR) Project to protect Battery Park City and Lower Manhattan from the threats of storm surge and sea level rise; and

WHEREAS: The South Battery Park City Resiliency Project (SBPCR), part of LMCR, will protect the park and the adjacent community against more severe and more frequent storms. The project will create an integrated coastal flood risk management system from the Museum of Jewish Heritage, through Wagner Park, across Pier A Plaza, and along the northern border of the Historic Battery; and

WHEREAS: The North/West Battery Park City Resiliency Project (NWBPCR) contemplates the creation of an integrated coastal flood risk management system from First Place, north along the Battery Park City Esplanade, across to the east side of West Street/Route 9A, and terminate above Chambers Street at a high point on Greenwich Street, and is separated into 7 distinct “Reaches”. Work will proceed through a progressive design-build effort; and

WHEREAS: A third initiative, the BPC Ball Fields & Community Center Resiliency Project, now complete, entailed construction of an independent flood barrier system along the eastern, northern, and southern boundaries of the BPC Ball Fields. This space falls totally within BPC and therefore is not a part of the LMCR; and

WHEREAS: As part of the South Battery Park City Resiliency (“SBPCR”) Project the Battery Park City Authority (BPCA) is constructing a new Pavilion within Wagner Park; and

WHEREAS: The prior pavilion structure housed a restaurant, public restrooms, a storage area & rooftop viewing area; and

WHEREAS: The New Pavilion will be divided into two (2) distinct wings, with the north wing identified for use as a community space, with a lower-level area devoted to BPCA Parks maintenance and storage; and the south wing identified for use as a commercial space; and

WHEREAS: This Resolution addresses the COMMERCIAL SPACE use only; and

WHEREAS: In the Fall of 2023, the BPCA put out a Request for Expression of Interest (RFEI) to see what type of response it would get for potential designs for the Commercial Space; and

WHEREAS: One company responded, with a schematic design for a restaurant and/or other food service operation, with a kitchen at the lower level. While the response itself is confidential, the BPCA shared information as to what types of commercial activities were contemplated for the commercial space, which gave the Wagner Park Working Group a platform from which to work; and

WHEREAS: The RFEI's "Programming Concepts" are consistent with CB1's understanding of community sentiment regarding potential licensing of the South Wing of the Pavilion for food service, including, but not limited to, the bullet points found on page 4 of the RFEI, which are quoted below:

1. "Food service concepts submitted should include consideration of:
 - i. Price points that are aligned with and responsive to a "diverse clientele";
 - ii. The residential nature of the adjacent neighborhood, and the need to mitigate significant noise or odors;
 - iii. A general desire for high-quality, healthy food options;
 - iv. Operating hours that are sensitive to the times of active park use and compatible with the neighborhood's character; and
 - v. Sustainability guidelines and objectives, and "green" carbon-reduction and energy saving targets."

WHEREAS: BPC Committee members noted the following additional considerations that should be taken into account as a RFP is put forth and an operator selected:

1. The restaurant should be located on the ground floor, facing Wagner Park; and
2. The roof-top must be preserved for community open space; and
3. The number of Public Bathroom stalls must be the same or greater than was available in the prior pavilion building. CB1 is open to Gender-Neutral-Option public bathrooms. Public bathrooms must be ADA accessible, open at all times the Pavilion Commercial Space is open, have at least 1 diaper changing table in each bathroom – Men, Women, Gender-Neutral; and
4. In regard to the "diverse clientele", it is important to acknowledge that, with hybrid working now the norm, the regular customers that will sustain commercial operations in Wagner Park year-round will likely be residents of Lower

Manhattan, especially BPC, the Financial District, Greenwich South and Tribeca; and

5. Price points and food service options should be geared to this demographic and include reasonably priced breakfast, lunch and light-dining options throughout the day as well as dinner options that are priced so that families/residents would be able to dine out there regularly should they so choose. (CB1 notes that the many nannies, home health care attendants, local doormen/building staff need an affordable replacement to the Picasso Pizza lunch and snack option in BPC.); and

6. The operation of the South Wing should be consistent with, and ideally complementary to, the operation of the community facilities comprising the North Wing, the rooftop, and adjacent park areas. The licensed operation of the South Wing should enhance the experience of Wagner Park, not detract from it. Additionally, public access and public space should be maintained; and

7. Food service in the South Wing should ideally include all-day service, which could vary over the course of the day, consistent with character of the neighborhood. An example of this concept would be take-away beverage (e.g., coffee and tea) and light dining (e.g., pastries) and informal sit-down during breakfast hours; counter-service and waited table service during lunch hours; take-away and light dining beverage service in the afternoon (e.g. ice cream, frozen yogurt); dinner service during dinner hours; and

8. Food options should include Vegetarian and Vegan and should be Allergy-aware; and

9. Outdoor seating dedicated to the restaurant is appropriate and probably desirable, but such seating should not consume all of the outdoor dining-related seating at the Pavilion; seating should also be available for the general public for consuming food or drink that is not necessarily purchased at the South Wing food establishment; and

10. Consistent with the RFEI, the rooftop should not be licensed, although public seating for food or drink may be desirable, as long as such rooftop seating is available to the general public and not limited to paying customers of the South Wing food establishment; and

11. Except for events programmed in coordination with the BPCA, music from the South Wing food establishment should not be audible outside the licensed premises; and

12. Closing of the licensed premises for private events should be limited, consistent with practices deemed appropriate by the CB1 Licensing and Permits Committee; we want the Pavilion to serve the community at large and not be frequently monopolized by private events; and

WHEREAS: The October 4, 2023 RFEI specified that the BPCA was looking for operators with “Zero Carbon Certification.” CB1 applauds this decision and urges the BPCA to:

1. Require the food establishments to use ONLY recyclable items for take-out – and only provide utensils when asked. There should be no plastic utensils or other single-use items, including Styrofoam containers/coffee cups, as compostable coffee/tea to-go cups, plates, containers and utensils are available; and

2. Give preference to applicants that will source locally grown ingredients;
3. Require the hiring of Local Section 3 workers and giving hiring preference to people who live and/or whose families work in the Lower Manhattan; and
4. Require the food establishment(s) to comply with all composting and recycling mandates as well as Local Law 97 and Local Law 87 emissions standards; and

WHEREAS: In regards to the new Pavilion building as a whole, CB1 urges the BPCA to include total or partial living green walls in the design, especially on the East side of the Pavilion building which faces Battery Place; and

WHEREAS: CB1 further requests that the BPCA provide multiple refill water stations - for free - for water bottles throughout the Pavilion; and

WHEREAS: CB1 urges the BPCA to provide compost bins in and around the Pavilion and new Wagner Park to encourage users of the Park to compost food waste from picnics as well as to ensure the operator(s) of the food service establishment(s) can easily compost, now

THEREFORE

BE IT

RESOLVED

THAT: CB 1 strongly encourages the BPCA to incorporate the above suggestions into the RFP to potential operators of the Commercial Space in the new Wagner Park Pavilion.

EXHIBIT F
PROSPECTIVE LICENSEE INFORMATION STATEMENT

The following information is provided to the Battery Park City Authority (“BPCA”) in connection with the submittal of a proposal for a License to operate a food and beverage establishment at the Pavilion at Wagner Park. The acceptance by BPCA of this Prospective Tenant Information Statement does not constitute an offer of the BPCA or any affiliate or subsidiary thereof. Please attach additional sheets as necessary. Please print or type.

BUSINESS INFORMATION

1. Name of Prospective Tenant: _____
Street: _____
City, State, Zip: _____
Telephone: _____
2. Name of President or most senior principal/executive/partner: _____
3. Name of Chief Financial Officer or Treasurer: _____
4. Type of business: __ Corporation __ Joint Venture __ Partnership __ Limited Liability Corporation __ Sole Proprietor
5. Federal Tax ID # _____
State of Organization _____

INFORMATION RELATING TO AFFILIATES

1. List all individuals and/or entities that directly or indirectly own 30% or more of the equity of, or otherwise control, the prospective tenant (“Principals”):
Name: _____
% of Ownership: _____
Street: _____
City, State, Zip: _____
Telephone: _____
Name: _____
% of Ownership: _____
Street: _____
City, State, Zip: _____
Telephone: _____

[NO FURTHER TEXT ON THIS PAGE]

2. If Applicable, name of Principal(s) who will provide guaranty described in Term Sheet Name:

Street: _____
City, State, Zip: _____
Telephone: _____

3. Have any of the Principals done business under any other name within the past three years?

Yes No If Yes, describe such business and provide the following information:

Name of Business: _____
Primary Contact Name: _____
Tax ID#: _____
Telephone #: _____
Street: _____
City, State, Zip: _____

4. Does any Principal own more than 30% of the equity of, or otherwise control, any other or business entity?

Yes No If Yes, identify and provide the following information for each such entity:

Name of Business: _____
Primary Contact Name: _____
Tax ID#: _____
Telephone #: _____
Street: _____
City, State, Zip: _____

Other Leases or Licenses with New York State or New York City Agencies or Authorities and its Subsidiaries and Affiliates

1. List all leases or licenses in force during the last 5 years between the New York State or New York City Agencies or Authorities (and its subsidiaries and affiliates) and the prospective tenant or any Affiliate of the prospective tenant.

*a. Name of lessee or licensee: _____

Location: _____

New York State or New York City Agencies or Authorities and its Subsidiaries and Affiliates: _____

b. Name of lessee or licensee: _____

Location: _____

New York State or New York City Agencies or Authorities and its Subsidiaries and Affiliates: _____

2. Describe any lessee or licensee defaults under such leases or licenses:

*For definition of Affiliate, see page 4 of RFP.

BUSINESS REFERENCES

1. Provide at least three references for companies with which the prospective tenant or one or more of its Principals does business, including at least one vendor:

a. Company Name: _____

Street: _____

City, State, Zip: _____

Primary Contact and Title: _____

Telephone #: _____

b. Company Name: _____

Street: _____

City, State, Zip: _____

Primary Contact and Title: _____

Telephone #: _____

c. Company Name: _____

Street: _____

City, State, Zip: _____

Primary Contact and Title: _____

Telephone #: _____

BANK REFERENCES

*1. Provide at least one reference for a bank with which the prospective tenant (or a Principal) has an account and regularly does business: Name of Bank: _____

Branch # or Location: _____

Street: _____

City, State, Zip: _____

Name of Bank Officer: _____

Telephone #: _____

Name on Account: _____

Account #: _____

*Need not be completed if prospective tenant is a publicly-traded company.

2. If different, provide at least one such bank reference for each guarantor identified above:

Name of Bank: _____

Branch # or Location: _____

Street: _____

City, State, Zip: _____

Name of Bank Officer: _____

Telephone #: _____

Name on Account: _____

Account #: _____

EXHIBIT G
RENT PROPOSAL FORM

The following chart must be completed and this Rent Proposal Form must be signed by an officer of the Proposer:

Initial Ten-Year Term

Year	Per annum Base Rent,	Proposed Percentage Rent, if any
1	\$ _____	
2	\$ _____	
3	\$ _____	
4	\$ _____	
5	\$ _____	
6	\$ _____	
7	\$ _____	
8	\$ _____	
9	\$ _____	
10	\$ _____	

First Five-Year Renewal Option Term

Year	Per annum Base Rent,	Proposed Percentage Rent, if any
11	\$ _____	
12	\$ _____	
13	\$ _____	
14	\$ _____	
15	\$ _____	

Second Five-Year Renewal Option Term

Year	Per annum Base Rent,	Proposed Percentage Rent, if any
16	\$ _____	
17	\$ _____	
18	\$ _____	
19	\$ _____	
20	\$ _____	

Proposer: _____

Authorized Signature: _____

Name: _____

Title: _____

Date: _____