



NYC Parks

Permit No. X-9-13NF
John Natoli, P.E.
Chief Engineer
Capital Projects

T 718.760.6725
F 718.760.6722

E john.natoli@parks.nyc.gov

Page 1 of 17

City of New York
Parks & Recreation

Olmsted Center
Flushing Meadows
Corona Park
Flushing, NY 11368
www.nyc.gov/parks

**THIS PERMIT IS
NOT VALID UNLESS
BOTH PARTIES
HAVE SIGNED THIS
PERMIT**

Tams Green Material Inc,
838 Cleveland Street
Brooklyn, NY 11208

**FORESTRY PERMIT IS REQUIRED
PERMIT TO PERFORM WORK ON PARK PROPERTY**

Permit No: X-9-13NF

Start: 6/27/13 *AK*

Expiration: August 1, 2014

PERMISSION AS REQUESTED IS GRANTED TO YOU AND/OR YOUR ASSIGNEE AS PERMITTEE TO PERFORM WORK ON PARK PROPERTY SUBJECT TO THE TERMS AND CONDITIONS AS SET FORTH HEREIN:

LOCATION: Harlem River Water From (Pier 5)/ Mill Pond Park - Bronx

FOR THE PURPOSE OF: (Pier 5) Ecological methods to capture and filter currently piped storm water runoff from the Major Deegan (I-87) before it enters the river.

- **Anyone who is accessing the site is responsible for securing it.**

PERMIT TO PERFORM WORK ON PARK PROPERTY

This document constitutes a construction and maintenance permit ("Permit") issued by the New York City ("City") Department of Parks & Recreation ("Parks") to Tams Green Material Inc ("Permittee") to perform certain construction work and periodic equipment maintenance ("the Work") in Harlem River Water From (Pier 5)/ Mill Pond Park - Bronx (more particularly on the attached map hereinafter referred to as the "Permitted Premises," and shown on Exhibit A).

1. Grant

This permit is granted solely for the purposes of:

- (Ecological methods to capture and clean the currently piped)
Construction shall begin on _____ and shall be completed no later than August 1, 2014 from the start of construction. ("Construction Term"). The start date of construction must be approved in advance by Parks.
- Permittee must restore the Permitted Premises by performing certain restoration work ("the Restoration Work") and must comply with the specifications attached as in Exhibit B approved by Park and to a condition acceptable to Parks.
- This Permit grants Permittee a license to enter the Permitted Premises for the purposes described above; it is understood that Permittee has no ownership interest in the Permitted Premises and shall have no rights with respect to the Permitted Premises except as set forth herein.

2. Notifications

The Chief of Operations of the Borough of Bronx, Larry Scoones at, 718-430-1856 or designee, shall be notified by the Permittee at least forty-eight (48) hours before construction work is started under this Permit.

3. Site Photographs and Scope

Permittee shall take a complete and thorough set of photographs showing the existing condition of the Permitted Premises and access areas, and shall submit same to Parks' Construction Permit office, prior to the commencement of the Work at the Permitted Premises. Photographs will be used to determine the scope of restoration requirements.

All the Work shall be performed in the areas shown on Exhibit A.

4. Conditions and Terms of Issuance

- A. "City" shall mean the City of New York.
- B. "Commissioner of Parks" shall mean the Commissioner of the New York City Department of Parks & Recreation or his designee.
- C. "Parks" shall mean the New York City Department of Parks & Recreation.
- D. Permittee shall strictly adhere to all City, state and federal laws, rules and regulations, including but not limited to the Rules and Regulations of Parks.
- E. The Permittee shall, at its sole cost and expense, restore and improve the Permitted Premises that are disrupted or disturbed by the Work. The restoration and improvement work must be in accordance with the restoration plan (Exhibit B) and be approved by Parks' Construction and Forestry Divisions.

5. Expiration, Termination and Extension of Permit

- A. This Permit is terminable at will at the discretion of the Commissioner upon twenty-five (25) days notice. Unless previously terminated at the discretion of the Commissioner, this Permit will terminate August 1, 2014 from the start of construction. Extension requests must be made thirty (30) days prior to expiration.
- B. Parks reserves the right to amend this Permit to cover new conditions and to cancel this Permit at any time and for any reason.

6. Coordination

- A. This Permit does not grant the Permittee exclusive right to use the Permitted Premises. The Permittee shall coordinate the Work and the Restoration Work with any other work being performed in the area by Parks, its contractors, or sub-contractors, utility companies, other City or state agencies, or any other authorized permittees.
- B. This Permit is issued for construction and maintenance work on lands under the jurisdiction of Parks. Permittee shall be responsible for securing any permits required to perform any of the Work or Restoration Work. .
- C. Upon the completion of the Work and the Restoration Work, Permittee shall furnish to Parks and to any other agency involved in the permitting process for the Work and the Restoration Work plans of such character as may be directed, showing accurately and distinctly the location, size and type of construction, and complete dimensions of the Work and Restoration Work erected or installed

under this Permit, as well as the location and dimensions of all substructures encountered during the progress of the Work and the Restoration Work.

- D. The Work and the Restoration Work shall be open at all times to the reasonable inspection of all agencies involved in the permitting process for the Work and the Restoration Work as well as all agencies with applicable oversight authority over any portion of the Work and/or the Restoration Work.

7. Forestry Requirements

- A. Prior to the commencement of construction work at the Permitted Premises, Permittee shall contact the Bronx Director of Forestry, James LeMyre at, 718-430-1820.
- B. Permittee shall not stockpile any construction material within the dripline of trees.
- C. Permittee shall perform at its sole cost and expense compensatory pruning of trees adversely affected by the Work or the Restoration Work. Pruning shall be done by a Parks approved licensed arborist when and where directed by Parks.
- D. Permittee shall install wooden tree guards as directed by Parks.
- E. Permittee shall circumvent trees by trenching outside the dripline of the trees.
- F. Permittee shall remove all dead plant material resulting from Permittee's activities under this Permit determined by Parks, from the Permitted Premises.
- G. Tree Replacements.
 - i) Permittee shall not remove any trees from the Permitted Premises in the absence of written authorization from the Commissioner.
 - ii) Tree replacements are to be determined on a square inch for square inch basis; i.e., the basal area calculated at a point 4'-6" above finished grade of the replacement trees must equal at least the basal surface area of the existing trees.
 - iii) Replacement trees must be 3"-3 1/2" caliper trees in species acceptable to Parks.
 - iv) All trees killed or severely damaged by Permittee shall be replaced as per the basal area replacement formula described in 7(G)(ii) above.
- H. During the term of this Permit all grass areas disturbed by Permittee shall be restored with seed in strict accordance with Parks' specifications.
- I. During the term of this Permit all areas graded by Permittee shall have a minimum depth of 6 inches of topsoil prior to sodding. Sodding shall be in accordance with Parks' Standards, and shall be installed during the proper planting season. Vegetation must be watered and otherwise cared for by Permittee until the root system is established and verified by Parks.

- J. Plantings Guarantee. Plantings (trees, shrubs) shall be watered and otherwise cared for and guaranteed by the Permittee for a period of one year after the final inspection and acceptance by Parks. After the one year guarantee period, any tree or shrub that requires replacement (as directed by Parks) shall carry an additional six month maintenance guarantee. Replacement plantings must successfully survive the six month period or again be subject to replacement until accepted by Parks. Where vandalism is agreed by Parks as the cause for replacement, the Permittee shall not be responsible for replacement during the one year guarantee period after the final acceptance or during any subsequent six month guarantee period.

8. Access and Use Requirements

- A. Permittee shall not commence the Work or the Restoration Work until all required permits and approvals have been obtained from all appropriate agencies.
- B. For any questions regarding the permit area, Permittee shall contact the Chief of Operations for the Borough of Manhattan.
- B. Prior to any excavation, Permittee shall, contact "One Call Users' Council, Inc." at 1-800-272-4480, to obtain information on underground utilities.
- D. Access to the Permitted Premises shall be via Parks' Roads and Paths unless otherwise approved by Parks or any other agency with jurisdiction over adjacent routes.
- E. Permittee shall maintain all areas used for access to the Permitted Premises, as well as any staging areas, in a condition acceptable to Parks.
- F. Permittee shall not permit construction debris to accumulate anywhere on the Permitted Premises and shall clean up the Permitted Premises on a regular basis during the Construction Term.
- G. Permittee shall use "Dumpsters" of a capacity which has been determined by Parks **NOT** to be detrimental to the access roads and paths leading to the Permitted Premises.
- H. Permittee shall not park private vehicles on Parks' property without obtaining permits from the Manhattan Borough Commissioner's Office.
- I. Emergency vehicles must always have access through the Permitted Premises.

9. Maintenance and Restoration of Site

- A. In addition to the Restoration Work, the Permittee shall replace and restore all planted areas, trees, shrubs and other existing structures or substructures, utility lines, roads, walks and/or curbs damaged or destroyed by Permittee during the

term of this Permit, and such replacement and/or restoration shall be in accordance with all applicable laws, rules, and regulation and must be approved by Parks. Upon the expiration or sooner termination of this Permit, all temporary structures, equipment and material belonging to Permittee shall be removed from the Permitted Premises.

- B. Guarantee (Other Than Plantings). All materials used to restore the Permitted Premises, subject to settlement, which remain on the Permitted Premises upon the expiration of this Permit shall be maintained and guaranteed by the Permittee for a period of one year after the final inspection and acceptance by the Parks.
- C. Supervision. Permittee shall have qualified supervisory personnel present at the Permitted Premises during all phases of the restoration to ensure that Permittee adheres to all Parks' specifications.
- D. Final Inspection. Permittee shall notify Parks after the Construction Term when the Permitted Premises is ready for final inspection to certify that Permittee has restored the Permitted Premises in accordance with the terms of this Permit.
- E. Weekend or Holiday Work. All construction work shall be performed in accordance with Sections 24-222 and 24-223 of the Administrative Code of the City of New York. No construction work other than necessary maintenance, emergencies or as required by the City or its appropriate agency, is to be performed on Parks property on Saturdays, Sundays or Holidays, except by written permission from Parks and in compliance with all City, state and federal laws and the Rules.
- F. Safety Devices. Barricades, warning devices, signs, flags, lights, shall be provided and maintained as required to insure public safety. Permittee is responsible for the adequacy of the safety devices. Parks shall have the right to order the Permittee to vary and/or increase the safety devices installed on the Permitted Premises. Permittee shall maintain any such devices in good condition throughout the duration of this Permit.
- G. The existing drainage and utility systems at the Permitted Premises shall be maintained during the term of this Permit to the satisfaction of Parks.
- H. Permittee shall restore to match substantially any "Hex Blocks" disturbed by the Work.
- I. Permittee shall be permitted to remove and restore chain link fencing in continuous lengths.
- J. Permittee is aware that any ballfields or recreational areas must be left in playable condition at the end of each workday, if applicable.
- K. Permittee shall seed all grassy areas disturbed by their construction and/or maintenance activities and maintain (water) the area until a stand of grass is

accepted by the Parks Manhattan Maintenance & Operations Division.

- L. Permittee is aware that existing drainage, electrical and sewer lines are presently in working condition, and shall be tested again upon completion of the construction period.
- M. Permittee shall restore all surfaces disturbed by their construction and/or maintenance activity to match substantially existing materials.
- N. Regardless of prior existing conditions at the Permitted Premises, all the Restoration Work must be performed at a level consistent with Parks' Standard construction procedures for new work.

10. Modifications/Choice of Laws/Venue

- A. This Permit constitutes the whole of the agreement between the parties hereto, and no other representation made heretofore shall be binding upon the parties hereto. No modification to this Permit shall be valid unless in writing, signed by the parties hereto. Waiver of any breach or default of any provision hereof shall not be deemed a waiver of any subsequent breach of the same or other provision. This Permit shall be deemed to be executed in New York City, State of New York, regardless of the domicile of the Licensee and shall be governed by and construed in accordance with the laws of the State of New York.

The parties agree that any and all claims asserted by or against the City arising under or related to this Permit shall solely be heard and determined either in the courts of the United States located in the City or in the courts of the State located in the City and County of New York. The parties shall consent to the dismissal and/or transfer of any claims asserted in any other venue or forum to the proper venue or forum. If Permittee initiates any action in breach of this Section, the Permittee shall be responsible for and shall promptly reimburse the City for any attorneys' fees incurred by the City in removing the action to a proper court consistent with this Section.

11. Liability

- A. To the fullest extent of permitted by law, Permittee shall defend, indemnify and hold the City and its officials and employees harmless against any and all claims, liabilities, settlements, damages, costs and expenses of whatever nature (including, without limitation, attorneys' fees and disbursements) arising out of or related to any of the operations under this Permit, or Permittee's failure to comply with the law or any of the requirements of this Permit. Insofar as the facts or law relating to any of the foregoing would preclude the City or its officials and employees from being completely indemnified by the Permittee, the City and its officials and employees shall be partially indemnified by Permittee to the fullest extent permitted by law.

- B. Copyrights and Patents: To the fullest extent of the law, the Permittee shall indemnify, defend, and hold the City and its officials and employees harmless against any and all claims, liabilities, settlements, damages, costs and expenses of whatever nature (including, without limitation, attorneys' fees and disbursements), against any of them for infringement or violation of any copyright, patent, trademark, service mark, trade dress, rights of publicity, or other intellectual or proprietary right, or any other property or personal right of any third party, in each case arising out of the use for the purpose of this Permit of any plans, designs, drawings or specifications furnished by Permittee in the performance of this Permit.
- C. These indemnification provisions shall survive the termination or expiration of this Permit. These indemnification provisions shall not be limited in any way by any other provision of this Permit, including Section 5 hereof.
- D. Permittee's construction and restoration activities shall be performed in such manner that the stability of the existing and adjacent areas is not disturbed. Permittee shall be responsible for any damage caused to adjacent Parks areas or appurtenances which result from performance of the Work or the Restoration Work.

12. Insurance

A. Types of Insurance: From the date Permittee is required to provide Proof of Insurance pursuant to Section 12(E) below through the date of completion of all required Work, Permittee shall maintain the following types of insurance as indicated herein in Section 12(J) (with the minimum limits and special conditions specified).

(i) Commercial General Liability Insurance: Permittee shall maintain a Commercial General Liability ("CGL") insurance policy or policies (including umbrella or excess policies, if any) satisfying the requirements of this Section 12. This insurance shall protect the insureds from claims for property damage and/or bodily injury, including death, that may arise from any of the operations under this Permit. Coverage shall be at least as broad as that provided by the most recently issued Insurance Service Office ("ISO") Form CG 0001. Such CGL insurance shall name the City, together with its officials and employees, as an Additional Insured with coverage at least as broad as the most recent edition of ISO Form CG 2026. Such CGL insurance shall be primary and non-contributing to any insurance or self-insurance maintained by the City and must be "occurrence" based rather than "claims-made".

(ii) Workers' Compensation, Employers' Liability, and Disability Benefits Insurance: The Permittee maintain, and ensure that each Contractor and Subcontractor maintain, Workers Compensation, Employers' Liability, and Disability Benefits Insurance as required by New York law.

(iii) Comprehensive Business Automobile Liability Insurance: Permittee shall maintain Comprehensive Business Automobile Liability insurance for liability

arising out of any owned, non-owned, leased and hired vehicles to be used in connection with this Permit. Coverage should be at least as broad as the most recent edition of ISO Form CA0001.

B. General Requirements for Insurance Policies:

(i) All required insurance policies shall be maintained with companies that may lawfully issue the required policy and have an A.M. Best rating of at least A- VII or a Standard and Poor's rating of at least A, unless prior written approval is obtained from the Mayor's Office of Operations.

(ii) Permittee (or its contractors) shall be solely responsible for the payment of all premiums for all required policies and all deductibles and self-insured retentions to which such policies are subject, whether or not the City is an insured under the policy.

(iii) The City's limits of coverage for CGL insurance shall be the greater of (i) the minimum limits set forth in Section 12(J) or (ii) the limits provided to the Permittee as Named Insured under all primary, excess and umbrella policies of that type of coverage.

C. Proof of Insurance:

(i) Before any Work pursuant to this Permit begins, Permittee shall, for each policy required under this Permit, except for Workers Compensation, Employers Liability and Disability Benefits Insurance, file a Certificate of Insurance with the Commissioner pursuant to 12(G).

(ii) All Certificate(s) of Insurance shall be in a form reasonably acceptable to the City and shall certify the issuance and effectiveness of the types of insurance specified in Section 12(J) and be accompanied by either a duly executed "Certification by Broker" in the form contained in Section 12(K) or completed copies of all policies referenced in the Certificate of Insurance. Where completed policies have not yet been issued, binders are acceptable.

(iii) Certificates of Insurance confirming renewals of insurance shall be submitted to the Commissioner prior to the expiration date of coverage of policies required under this Permit. Such Certificates of Insurance shall comply with the requirements of 12(E) (i) and (ii).

(iv) The Permittee shall be obligated to provide the City with a copy of any policy required by this Section 12 upon the demand for such policy by the Commissioner or the New York City Law Department.

C. Operations of the Permittee:

(i) The Permittee shall not commence the Work unless and until all required certificates have been submitted to and accepted by the Commissioner. Acceptance by the Commissioner of a certificate hereunder does not excuse the Permittee from securing a policy consistent with all provisions of this Section or of any liability arising from its failure to do so.

(ii) The Permittee shall be responsible for providing continuous insurance coverage in the manner, form, and limits required by this Permit and shall be authorized to perform Work and Replacement Work only during the effective period of all required coverage.

(iii) In the event that any of the required insurance policies lapse, are revoked, suspended or otherwise terminated, for whatever cause, the Permittee shall immediately stop all Work or Replacement Work, and shall not recommence Work or Replacement Work until authorized in writing to do so by the Commissioner.

(iv) Where notice of occurrence, accident, claim or suit is required under a policy maintained in accordance with this Section 12, the Permittee shall notify in writing all insurance carriers that issued potentially responsive policies of any such event relating to any operations under this Permit (including notice to Commercial General Liability insurance carriers for events relating to the Permittee's or its Contractors' employees) no later than 20 days after such event. For any policy where the City is an additional insured, such notice shall expressly specify that "this notice is being given on behalf of the City of New York as Insured as well as the Named Insured." Such notice shall also contain the following information: the number of the insurance policy, the name of the named insured, the date and location of the damage, occurrence, or accident, and the identity of the persons or things injured, damaged or lost. The Permittee shall simultaneously send a copy of such notice to the City of New York c/o Insurance Claims Specialist, Affirmative Litigation Division, New York City Law Department, 100 Church Street, New York, New York 10007.

D. Wherever reference is made in this Section 12 to documents to be sent to the Commissioner (e.g., notices, filings, or submissions), such documents shall be sent to the address set forth in Section 17.

E. Materiality/Non-Waiver: The Permittee's failure to secure policy(ies) in complete conformity with this Section, or to give the Insurance Company timely notice of any sort required in this Permit on behalf of the City, or to do anything else required by this Section 12 shall constitute a material breach of this Permit. Such breach shall not be waived or otherwise excused by any action or inaction by the City at any time.

F. Other Remedies: Insurance coverage in the minimum amounts provided for herein shall not relieve the Permittee of any liability under this Permit, nor shall it

preclude the City from exercising any rights or taking such other actions as are available to it under any other provisions of this Permit or as otherwise provided by law.

G. Insurance Schedule

Types of Insurance	Minimum Limits and Special Conditions
Workers' Compensation, Employer's Liability, and Disability Insurance	Per Statutory Limits as required by the laws of the State of New York
Commercial General Liability	\$1,000,000 per occurrence, \$2,000,000 aggregate. Additional Insureds: 1) City of New York, including its officials and employees, with coverage at least as broad as ISO Form CG 2026
Comprehensive Business Auto Coverage	\$1,000,000 per accident

H. The Certificate by Broker must be in the following form:

CERTIFICATION BY BROKER

The undersigned insurance broker represents to the City of New York that the attached Certificate of Insurance, dated _____, is accurate in all material respects, and that the described insurance is effective as of the date of this Certification.

[Name of broker (typewritten)]

[Address of broker (typewritten)]

[Signature of authorized official or broker]

[Name of authorized official or broker (typewritten)]

Sworn to before me this ___ day of _____

Notary Public

13. Independent Contractors, No Assignment

The parties to this Permit shall be independent contractors, and nothing herein shall be deemed to make the parties hereto joint venturers, partners, agent/principal or otherwise. This Permit shall not be assignable without the other party's prior written consent.

14. Investigations

- a) The parties to this Permit shall cooperate fully and faithfully with any investigation, audit or inquiry conducted by a State of New York ("State") or City governmental agency or authority that is empowered directly or by designation to compel the attendance and to examine witnesses under oath or conducted by the Inspector General of a governmental agency that is a party in interest to the transaction, submitted bid, submitted proposal, contract, lease, permit, or license that is the subject of the investigation, audit or inquiry.
- (b) (i) If any person who has been advised that his or her statement and any information from such statement will not be used against him or her in any subsequent criminal proceeding refuses to testify before a grand jury or other governmental agency or authority empowered directly or by designation to compel the attendance of witnesses and to examine witnesses under oath concerning the award of or performance under any transaction, agreement, lease, permit, contract or license entered into with City, State or any political subdivision or public authority thereof, or the Port Authority of New York and New Jersey, or any local development corporation within City, or any public benefit corporation organized under the laws of the State of New York; or
- (ii) If any person refuses to testify for a reason other than the assertion of his or her privilege against self incrimination in an investigation, audit or inquiry conducted by a City or State governmental agency or authority empowered directly or by designation to compel the attendance of witnesses and to take testimony under oath, or by the Inspector General of the governmental agency that is a party in interest and is seeking testimony concerning the award of or performance under any transaction, agreement, lease, permit, contract or license entered into with City, State or any political subdivision thereof or any local development corporation within the City; then
- (c) (i) The commissioner or agency head whose agency is a party in interest to the transaction, submitted bid, submitted proposal, contract, lease, permit or license shall convene a hearing, upon not less than five days written notice to the parties involved to determine if any penalties should attach for the failure of a person to testify.
- (ii) If any non-governmental party to the hearing requests an adjournment, the commissioner or agency head who convened the hearing may, upon granting the adjournment, suspend any contract, lease, permit or license pending the final determination pursuant to paragraph (e) below with City incurring any penalty or damage for delay or otherwise.
- (d) The penalties which may attach after a final determination by the commissioner or agency head may include, but not exceed:
 - (i) The disqualification for a period not to exceed five years from the date of an adverse determination for any person or entity of which such person was a

member at the time the testimony was sought from submitting bids for, transacting business with or entering into or obtaining any contract, lease, permit or license with or from City; and/or

- (ii) The cancellation or termination of any and all such existing City contracts, leases, permits or licenses that the refusal to testify concerns and that have not been assigned as permitted under this Permit, nor the proceeds of which pledged, to an unaffiliated and unrelated institutional lender for fair value prior to the issuance of the notice scheduling the hearing, without the City incurring any penalty or damages on account of such cancellation or termination; monies lawfully due for goods delivered, work done, rentals, or fees accrued prior to the cancellation or termination shall be paid by City.
- (e) The commissioner or agency head shall consider and address in reaching his or her determination and in assessing an appropriate penalty the factors in sub paragraphs (i) and (ii) below. He or she may also consider, if relevant and appropriate, the criteria established in sub-paragraphs (iii) and (iv) below in addition to any other information which may be relevant and appropriate:
 - (i) The party's good faith endeavors or lack thereof to cooperate fully and faithfully with any governmental investigation or audit including, but not limited to, the discipline, discharge or disassociation of any person failing to testify, the production of accurate and complete books and records and the forthcoming testimony of all other members, agents, assignees or fiduciaries whose testimony is sought.
 - (ii) The relationship of the person who refused to testify to any entity that is a party to the hearing, including, but not limited to, whether the person whose testimony is sought has an ownership interest in the entity and/or the degree of authority and responsibility the person has within the entity.
 - (iii) The nexus of the testimony sought to subject entity and its contracts, leases, permits or licenses with City.
 - (iv) The effect a penalty may have on an unaffiliated and unrelated party or entity that has a significant interest in an entity subject to penalties under paragraph (d) above, provided that the party or entity has given actual notice to the commissioner or agency head upon the acquisition of the interest, or at the hearing called for in paragraph (c) (i) above gives notice and proves that such interest was previously acquired. Under either circumstance the party or entity must present evidence at the hearing demonstrating the potential adverse impact a penalty will have on such person or entity.
- (f)
 - (i) The term "license" or "permit" as used herein shall be defined as a license, permit, franchise or concession not granted as a matter of right.
 - (ii) The term "person" as used herein shall be defined as a natural person doing business alone or associated with another person or entity as a partner, director, officer, principal or employee.
 - (iii) The term "entity" as used herein shall be defined as any firm, partnership, corporation, association or person that receives monies, benefits, licenses, leases or permits from or through City or otherwise transacts business with the City.
 - (iv) The term "member" as used herein shall be defined as any person associated with another person or entity as a partner, director, officer, principal or employee.
- (g) In addition to and notwithstanding any other provision of this Permit the commissioner or agency head may in his or her sole discretion, terminate this

Director of Permits
The Olmsted Center
Flushing Meadows - Corona Park
Flushing, New York 11368

All notices to Permittee shall be sent to following address:

18. Copyright

The Permittee warrants that it has obtained or will obtain prior to the commencement of any portion of the Work and the Restoration Work all required approvals and permissions to use any and all materials that without such permission or approval would infringe or violate the copyright, trademark, service mark, trade dress, rights of publicity, or other intellectual or proprietary right, or any other property or personal right of any third party.

19. Safety Standards

All installed products, materials and equipment installed must meet the reasonable safety standards of Parks.

20. Abandoned Project

If at any time during the course of the Work or the Restoration Work being performed under this Permit it is determined that the Work cannot be completed due to unforeseen field conditions Permittee shall leave the area in the same or better condition the affected area was in prior to work having commenced under this Permit at no cost to the City.

21. No Cost

All the Work and the Restoration Work performed under this Permit shall be at no cost to the City or Parks.

22. Assignment

The Permittee shall not assign, transfer, convey or otherwise dispose of this Permit or of Permittee's rights, obligations, duties, in whole or in part, under this Permit, unless the prior written consent of Parks shall be obtained, which consent shall not be unreasonably withheld or delayed. Any such assignment, transfer, conveyance or other disposition without such consent shall be void.

23. Merger

This written Permit contains all the terms and conditions agreed upon by the parties hereto, and no other permit, agreement, oral or otherwise, regarding the subject matter of

this Permit shall be deemed to exist or to bind any of the parties hereto, or to vary any of the terms contained herein.

24. Modification

No modification, amendment, waiver or release of any provision of this Permit or of any right, obligation, claim or cause of action arising hereunder shall be valid or binding for any purpose unless in writing and duly executed by both parties to this Permit.

25. Protection of Property

The Permittee assumes the risk of, and shall be responsible for, any loss or damage to property of the City of New York, including the Site, involved in the performance of this Permit, and caused, either directly or indirectly, by the acts, conduct, omissions or lack of good faith of the Permittee, or his or her officers, managerial personnel and employees, or any person, firm, company, agency or others engaged by the Permit as expert, consultant, specialist or subcontractor hereunder.

The rights and remedies of the City provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or by this Permit.

26. Progress Schedule

~~Prior to the commencement of any the Work or Restoration Work to be performed under this Permit, Permittee shall provide Capital Projects [Borough] Team Leader with a progress schedule of the Work to be performed. Every one hundred twenty (120) days thereafter Permittee shall furnish to _____ an updated progress schedule showing the amount of the Work or Restoration Work that has been completed and the anticipated completion dates of all of the Work or the Restoration Work.~~

27. Liquidated Damages

If the Permittee fails to vacate the Permitted Premises and/or fails to leave the Permitted Premises in the condition required by this permit by the termination date, the Permittee shall be liable for liquidated damages in the cash amount of \$1,000 per day for every calendar day or part thereof that such failure continues, it being acknowledged by the Permittee that said cash amount is reasonable in proportion to the probable damages likely to be sustained by the City if the Permittee fails to vacate the Permitted Premises by the termination date and/or fails to leave the Permitted Premises in the condition required by the Permit, that the amount of actual damages to be sustained by City in the event of such failure is incapable of precise estimation, that the payment of such cash amount by the Permittee would not result in severe economic hardship for the Permittee, and that such payment does not constitute a penalty or punitive damages for any purposes. Such amounts due and unpaid by the Permittee shall constitute a lien on any property owned by the Permittee. This paragraph survives the termination date of this Permit.

CITY OF NEW YORK / PARKS & RECREATION

By: _____
John J. Natoli, P.E.
Chief of Construction

Cc: FILE/R. Dimond, D. Shanks-Brown, A. Oliveri, Commissioner, A. Aponte, L. Scoones,
J. Meyre, D. Howe, D. Grulich

Contact Information:

NYCDPR-Larry Scoones-718-430-1856
NYCDPR-Forestry-James LeMyre-718-430-1820

Permit No.: X-9-13NF / **For the purpose of:** Ecological methods to capture and clean
the currently piped runoff

Accepted and Agreed
(Tams Green Material Inc,)

Print Name: _____

Signature: _____

Title: _____

Dated: _____

CITY OF NEW YORK / PARKS & RECREATION

By: [Signature] BO KIM, PE
FOR John J. Natoli, P.E.
Chief of Construction

Cc: FILE/R. Dimond, D. Shanks-Brown, A. Oliveri, Commissioner, A. Aponte, L. Scoones,
J. Meyre, D. Howe, D. Grulich

Contact Information:

NYCDPR-Larry Scoones-718-430-1856
NYCDPR-Forestry-James LeMyre-718-430-1820

Permit No.: X-9-13NF / **For the purpose of:** Ecological methods to capture and clean
the currently piped runoff

Accepted and Agreed
(Tams Green Material Inc.)

Print Name: Soon K. Hong (AKA Sunny Hong)

Signature: [Signature]

Title: Executive V.P.

Dated: 6/26/2013

preclude the City from exercising any rights or taking such other actions as are available to it under any other provisions of this Permit or as otherwise provided by law.

G. Insurance Schedule

Types of Insurance	Minimum Limits and Special Conditions
Workers' Compensation, Employer's Liability, and Disability Insurance	Per Statutory Limits as required by the laws of the State of New York
Commercial General Liability	\$1,000,000 per occurrence, \$2,000,000 aggregate. Additional Insureds: 1) City of New York, including its officials and employees, with coverage at least as broad as ISO Form CG 2026
Comprehensive Business Auto Coverage	\$1,000,000 per accident

H. The Certificate by Broker must be in the following form:

CERTIFICATION BY BROKER

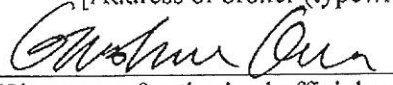
The undersigned insurance broker represents to the City of New York that the attached Certificate of Insurance, dated _____, is accurate in all material respects, and that the described insurance is effective as of the date of this Certification.

SOLOMON AGENCY CORP

[Name of broker (typewritten)]

217-04 NORTHERN BLVD, BAYSIDE NY 11361

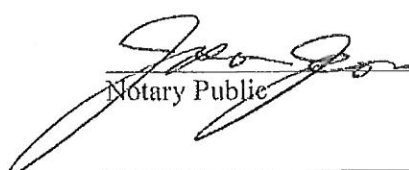
[Address of broker (typewritten)]


[Signature of authorized official or broker]

GUOHUA QUAN

[Name of authorized official or broker (typewritten)]

Sworn to before me this 28th day of June, 2013


Notary Public

JINSOO JEON
Notary Public State of New York
No. 02JE6070942
Qualified in Nassau County
Commission Expires May 6, 2014



Post Office Box 265
The Bronx, New York
10464-0265
www.bceq.org

MEMORANDUM

FROM: Bronx Council for Environmental Quality (BCEQ)
Karen Argenti (646-529-1990) and Dart Westphal, Project Managers
BCEQ Water Committee Co-Chairs

TO: Denise Shanks-Brown, Construction Permits Department
New York City Department of Parks & Recreation
Denise.Shanks-Brown@parks.nyc.gov
718-760-6713 or 6737/Fax 718-760-6730

PAGES: 3 pps, including this cover

DATE: June 19, 2013

RE: Memo to get the Parks Construction Permit for Pier 5 Construction Bronx NY,
Scope of Work and Contact Information

I Contact Information – BRONX COUNCIL FOR ENVIRONMENTAL QUALITY

Project Directors: Karen Argenti and Dart Westphal (BCEQ)
Address: Karen Argenti, PO Box 346, Bronx, NY 10471 or
Dart Westphal, 3805 Orloff Avenue, Bronx, NY 10463

Phone Number: 646-529-1990 Karen Argenti, 917-805-9566 Dart Westphal
Web Page: www.bceq.org
Email address: kabx101@gmail.com, dartwestphal@gmail.com

II Project Information

Project Title: Creating a Stormwater Capture Park at the Harlem River Waterfront
Land Owner: New York City Department of Parks and Recreation

Start Date: June 2013
End Date: June 2014

III Project Summary (100 words maximum):

The location of this project is Pier 5 on the Bronx side of the Harlem River from the 149th Street Bridge to Mill Pond Park. The proposal will use ecological methods to capture and filter currently piped storm water runoff from the Major Deegan (I-87) to help clean the water before it enters the river. As both the parkland and the elevated highway are future major capital projects, this project will be temporary, and will not disturb the potential brownfield. The community education and training will empower stakeholders, as will the community-based maintenance program for the pilot facilities.

Other Contact Information

Contractor:

Tam Green Materials Inc.
836 Cleveland Street - Brooklyn, NY 11208
Sunny Hong, Contractor
sunnykhong02@yahoo.com
947.273.4136

Landscape Architect:

Dlandstudio architecture + landscape architecture pllc.
137 Clinton Street - Brooklyn NY 11201
Susannah Drake, Principal
sdrake@dlandstudio.com
718.624.0244

Soil Scientist:

The Gaia Institute
99 Bay Street - Bronx, NY 10464
Paul Mankiewicz, Executive Director
paul@thegaia institute.org
718.885.1906

Myrvin Garnett, Corporate Director
myrnett@gmail.com

Monitoring:

United States Geological Survey (USGS)
New York Water Science Center
2045 Route 112, Building 4
Coram, NY 11727
Shawn C. Fisher, PhD, Hydrologist (chemistry)
scfisher@usgs.gov
w: [631-736-0783](tel:631-736-0783) ext. 133 c: [631-678-7682](tel:631-678-7682)

Community Participation and Planning:

Highbridge Community Life Center:
979 Ogden Ave, Bronx, NY 10452
(718) 681-2222
Chauncy Young, Coordinator
chauncyyoung@gmail.com
212.203.1171

Community Maintenance, Shadowing, Training:

SmartRoofs, LLC.
1231 Lafayette Ave., 4th floor
Bronx, NY 10474
www.ssbx.org
Michael Brotnier, Executive Director
Sustainable South Bronx
mbrotnier@ssbx.org
phone: 646-400-5429

Annette Williams, Deputy Director
Sustainable South Bronx
p 646.400.5438 (direct) 646.400.5430 (office)
awilliams@ssbx.org

Agencies involved:

New York State Department of Transportation
Leonid Bruk
Leonid.Bruk@dot.ny.gov

BEFORE WORK IS STARTED AND
UPON ITS COMPLETION, THE PERMITTEE
ABSOLUTELY MUST NOTIFY:
Brian Carter, Resident Engineer 718-409-6526

New York City Department of Parks and Recreation
Ellen Macnow
Ellen.Macnow@parks.nyc.gov
718.760.6777

NYC Parks - Ranaqua
1 Bronx River Parkway, Bronx, NY 10462
nyc.gov/parks
Shawn Cargil, Park & Recreation Manager
718.430.1885
Shawn.Cargil@parks.nyc.gov

City of New York Parks & Recreation
Capital Projects - Olmsted Center
Flushing Meadows-Corona Park
Flushing, New York 11368
Denise Shanks-Brown, Construction Permits Department
Denise.Shanks-Brown@parks.nyc.gov / 718-760-6713 or 6737

Conclusion: Construction is set to begin in the summer of 2013, planting will take place before the end of the spring planting season in mid-June, or after the start of fall planting in September or October 2013.

This project is temporary, and will remain active for a year after completion. At the end of its lifespan, the HOLD System will be evaluated for continued existence, or removed and salvaged following discussions with all involved groups and agencies.

June 19, 2013



CERTIFICATE OF LIABILITY INSURANCE

OP ID: SC

DATE (MM/DD/YYYY)

06/05/13

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Solomon Agency Corp. 217-04 Northern Blvd Bayside, NY 11361		718-461-8300 718-461-8185	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: TAMGR-1	
INSURED TAM GREEN MATERIALS INC 836 CLEVELAND ST BROOKLYN, NY 11208		INSURER(S) AFFORDING COVERAGE INSURER A: WESTERN HERITAGE INSURANCE CO. INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:		NAIC #

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X		SCP0947711	06/05/13	06/05/14	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						\$
	<input type="checkbox"/> NON-OWNED AUTOS						\$
	UMBRELLA LIAB	<input type="checkbox"/> OCCUR					EACH OCCURRENCE \$
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$
	DEDUCTIBLE						\$
	RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	<input type="checkbox"/> Y <input type="checkbox"/> N					WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> N/A					E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

THE CITY OF NEW YORK and THE CITY OF NEW YORK DEPARTMENT of PARKS & REGREATION is named as an additional insured with respect to operations performed by the named insured at PIER 5

CERTIFICATE HOLDER**CANCELLATION**

THE CITY OF NEW YORK DEPARTMENT of PARKS & RECREATION
Attn: Denise Shanks-Brown, Construction Permits Department
Olmsted Center

Flushing Meadows - Corona Park
Flushing, New York 11368

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2009 ACORD CORPORATION. All rights reserved.



CERTIFICATE OF LIABILITY INSURANCE

TAMGR-1

OP ID: SC

DATE (MM/DD/YYYY)

06/25/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Solomon Agency Corp. 217-04 Northern Blvd Bayside, NY 11361	Phone: 718-461-8300 Fax: 718-461-8185	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: FAX (A/C, No):
INSURED TAM GREEN MATERIALS INC 836 CLEVELAND ST BROOKLYN, NY 11208		INSURER(S) AFFORDING COVERAGE INSURER A: WESTERN HERITAGE INSURANCE CO. INSURER B: Progressive Insurance Co. INSURER C: INSURER D: INSURER E: INSURER F:
		NAIC # 10042

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X	SCP0947711	06/05/2013	06/05/2014	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 5,000
						PERSONAL & ADV INJURY \$ 1,000,000
						GENERAL AGGREGATE \$ 2,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$ 2,000,000
<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						\$
B	AUTOMOBILE LIABILITY		02271949-0	06/26/2013	06/26/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS					PROPERTY DAMAGE (Per accident) \$
						\$
	UMBRELLA LIAB					EACH OCCURRENCE \$
	EXCESS LIAB					AGGREGATE \$
						\$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS OTH-ER
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		Y/N	N/A			E.L. EACH ACCIDENT \$
If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

THE CITY OF NEW YORK and THE CITY OF NEW YORK DEPARTMENT of PARKS & RECREATION is named as an additional insured with respect to operations performed by the named insured at PIER5

CERTIFICATE HOLDER

CANCELLATION

THE CITY OF NEW YORK DEPARTMENT of PARKS & RECREATION
Attn: Denise Shanks-Brown, Construction Permits Department
Olmsted Center

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

Flushing Meadows - Corona Park
Flushing, New York 11368

AUTHORIZED REPRESENTATIVE

© 1988-2010 ACORD CORPORATION. All rights reserved.