EXHIBITS TO APPLICATION STATEMENT

West Park Presbyterian Church
165 West 86th Street, Manhattan
Block 1217, Lot 1

Application to Landmarks Preservation Commission
Pursuant to Administrative Code § 25-309 for a Notice to Proceed
Authorizing Demolition on the Grounds of Insufficient Return

Exhibits

A – LZA Technology Study (Excerpts)

B – Martin Weaver Study

C – West Park Presbyterian Church 2010 Testimony to Landmarks Preservation Commission

D – DOB Violation #21-01507, ECB Violation #39051002R

E – DOB Violations #FEU10701XC and FEU10702XC, Summons #35644126R

F – Consultant Qualifications: Façade MD, Severud, CCI, LBG

G – Façade MD – Façade Condition Report December 2, 2021

H – Façade MD – Scope of Work for Façade and Roof Repair December 13, 2021

I – Severud – Structural Report November 16, 2021

J – CCI – Fire & Life Safety Report December 9, 2021

K – CCI – Accessibility Report December 9, 2021

L – LBG – Repair and Restoration Budgets: Community Facility and Residential Scenarios

M – Nova Construction Services – Façade Repair Estimate January 7, 2022

N –Sales Contract between West Park and Alchemy (Excerpted & Redacted)

O – Appraisal, April 4, 2022

P – FX Collaborative Memorandum

Q – Alchemy Properties Letter

R – Breeze National Inc. Contract (Fee Redacted)

S – FX Collaborative Architects Contract (Fees Redacted)

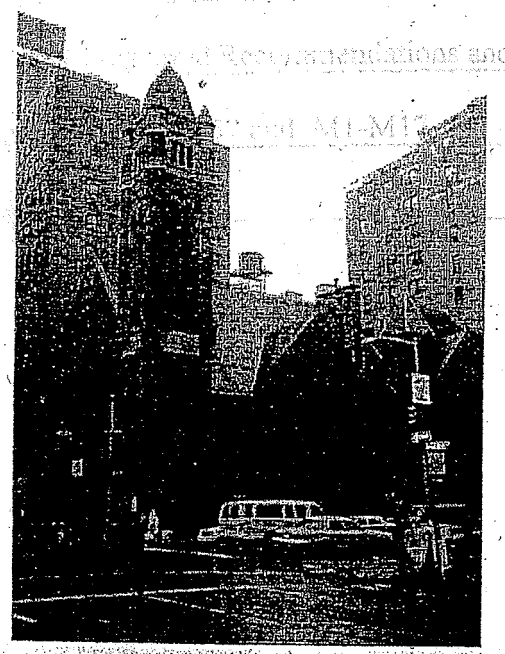
T – New Building Rendering and Zoning Summary

Exhibit A

LZA Technology Study (Excerpts)

West Park Presbyterian
Condition Survey

West Park Presbyterian Church
165 86th Street
New York, New York



Prepared for:

Mr. John Rahmes
295 Washington Avenue, No. 3C
Brooklyn, New York 11205

Prepared by:

LZA Technology
641 Avenue of the Americas
New York, New York 10011
212.741.1300

Project No. 21244.00

May 17, 2001

Excerpts

LZA Technology
A Division of The Thornton-Tomasetti Group

641 Avenue of the Americas ▪ New York, NY 10011-2014
212.741.1300 ▪ 212.989.2040 fax ▪ www.LZATechnology.com

I. Introduction

LZA Technology (LZA) was retained by West Park Presbyterian Church to conduct a survey of general existing building conditions of West Park Presbyterian Church, located at 165 86th Street at Amsterdam Avenue, including the main sanctuary building and adjacent administrative wing. Between the dates of 26 March and 3 April 2001, representatives from LZA performed on-site inspections of the roof structures, roofs, and exterior walls.

Our survey assessed the condition of the roof structural system, finish roofing, and exterior walls of the subject buildings. The survey was limited to visual observations of accessible areas: interior spaces, through windows, tops of roofs, from pipe scaffolding in selected locations, and from the street level. Discrete areas of interstitial structural space and tower roofs, as well as the east brick wall, were not observed closely for lack of accessibility. As the condition of the structural system was adequately surveyed from interior spaces, no tests of physical probes were required at this time.

II. Property Description

West Park Presbyterian Church is composed of two adjacent structures, the main sanctuary building, at the corner of Amsterdam Avenue and 86th Street, and the administrative wing to the east, along 86th Street. The administrative wing was constructed in 1884 to an architectural design by Leopold Eidlitz. The sanctuary followed in 1889 with an architectural design by Henry Kilburn.

The sanctuary is composed of a single primary space, beneath a main gable roof. The roof over the sanctuary is supported on wood trusses, which are supported by bearing masonry sidewalls. The sanctuary ceiling is suspended from the truss lower chords. Along the west facade, at the north corner, is a stair tower with a flat roof, and at the south corner is a bell tower with an octagonal bell shaped roof. The south facade includes one large dormer with smaller dormers at either side. The west and south street facades are composed of brownstone. It appears that two types of brownstone were used in the construction: a darker, more durable stone for the main portion of the walls, and a lighter, softer stone surrounding windows and used for decorative elements. The north facade is composed entirely of brick masonry.

The administrative wing consists of a long space at the north portion of the building, covered by a main gable roof, and a smaller space at the south portion of the building, covered by a steep hip roof with a large dormer. To the west of the large dormer is a stair tower with four-sided pyramidal roof. The gable roof structure consists of wooden trusses and purlins, while the hip and dormer are of heavy timber frame construction, both bearing on masonry sidewalls.

641 Avenue of the Americas ■ New York, NY 10011-2014 ■ 212.741.1300 ■ 212.989.2040 fax ■ www.LZATechnology.com
New York, NY ■ Newark, NJ ■ Trumbull, CT ■ Boston, MA ■ Chicago, IL ■ Dallas, TX ■ Orange County, CA

The south street facade is composed of two types of brownstone, similar to the sanctuary. The north and east walls are brick masonry.

Summary Comments

Exterior conditions of the building are generally poor while the roof structures themselves remain in generally good condition. Water stains exist over many of the structural members, however the members themselves have not deteriorated significantly. The main roofs all show signs of age, wear, deterioration, and poor attempts at localized repair. Based on the significant interior staining along structural members and observed conditions on the roofing, all roofs are beyond their useful lives and no longer viable.

The general condition of the brownstone walls is poor. Brownstone decorative elements are heavily deteriorated, often cracked, and in danger of falling to the street below. Brick masonry walls are also in poor condition. Mortar joints are heavily deteriorated and cracking occurs in discrete locations. The wood framed windows at all locations are also heavily deteriorated, many including elements that are hanging precariously or are not well secured.

Structural Observations and Evaluations

Sanctuary Roof Structure

The sanctuary roof is supported by primary trusses supporting secondary trusses. The secondary trusses are wooden Warren trusses with iron verticals. These trusses span 32 feet at 16 feet on center in the north-south direction. The verticals are one inch diameter rods. Spanning between the trusses are purlins, which support the rafters. The secondary north-south trusses are supported by two primary trusses. The primary trusses are 10 foot deep Howe trusses, spanning the east-west direction. The east-west primary trusses are supported by the masonry bearing walls and span 80 feet. The north-south secondary trusses sit on the top chord of the east-west primary trusses. There are diagonal struts projecting from the east-west truss, which serve as additional rafter support. The rafters (spaced at 16 inches on center) run from the exterior bearing walls, over the diagonal struts, over the girder spanning between the Warren Truss, to the ridge beam. (See Drawing D1)

The sanctuary ceiling is suspended from the lower chords of the trusses. The condition of the sanctuary ceiling appears to be in good condition from below. However, the ceiling is inaccessible from above due to insulation cover.

There is evidence of water penetration through the roof at certain locations, mainly where the roof pitch changes (See Building Envelope Observations and Evaluations). The water penetration, mostly limited to staining, so far has not caused any

Wall along Administrative Wing East Elevation

The eastern wall of the Administrative Wing was not closely observed due to restricted access. However, a brief viewing from over the roof and from around the south corner revealed the masonry to be in fair condition but the mortar joints to be generally deteriorated due to weather and age.

VI. Conclusions

After completing a visual survey of the exterior walls and roofs, and the interior structure, LZA can make conclusions regarding the interior damage due to apparent water penetration, condition of the roof structure due to water penetration, reasons for the water penetration, and general condition of the building facades.

Damage to interior finishes appears to be caused by water penetrating the roof system, travelling down various structural members, and entering the interior spaces. Locations of interior damage can be traced backwards, following water staining, to areas of slope change on the roof above. While it appears that water has penetrated the roof in various locations throughout the roof spans, water staining and interior damage are concentrated at areas where the roof slope meets another roof slope or wall, or ends at an exterior wall.

Conditions of almost all roofing material are generally poor, all contributing to water infiltration. All asphalt shingles, asphalt roll roofing, and membrane roofs exhibit signs of deterioration due to age and poor assembly, and are no longer useful. Roof sheathing, beneath the roofing material, while only showing water staining from below, are most likely several times more deteriorated than visible. Large areas may be beyond their useful lives. Slate tile roofing is over 100 years old and most is heavily deteriorated, damaged, or missing and beyond its useful life. However, newer clay tile roofs over the Administrative wing stair tower and Sanctuary bell tower appear to be in satisfactory condition.

Flashing and counterflashing appear to be in poor condition, allowing water to penetrate at critical areas of roof changes. Mopped over asphalt suggests similar leak problems in the past but these types of repairs are unacceptable. Much of the flashing joints are heavily deteriorated and the flashing is bent up, pulled away, or missing altogether.

While most roofing systems covering the buildings are in poor condition, leading to interior finish damage, the roof structural systems remain largely unaffected, probably due to the steep roof slope, suffering only water staining on their surfaces. Discrete locations do exist, however, of heavier damage, and should be addressed.

Building facades are in a generally poor state exhibiting several hazardous conditions. All brownstone fields are heavily deteriorated. Darker brownstone fields show mostly general weather deterioration. However, lighter brownstone detail shows heavy deterioration and cracking, posing several immanent fall hazards to the public street. Mortar joints within the brownstone fields are also deteriorated, ranging from general weather deterioration to heavy deterioration and missing mortar. As the areas of heavy and general deterioration are interweaved, it is impossible to accurately separate the two.

The brownstone bell tower is in particularly poor condition, exhibiting deteriorating structural elements, loose material, and unsafe conditions. Brownstone columns show heavy deterioration from the outside and window frames show undercutting from the inside. Wood window frames are possibly loose within the brownstone and glass pieces, already broken, are certainly loose within the wood frame.

Brick masonry walls are in fair to poor condition. Discrete locations of spalls and cracking exist and should be further investigated. Mortar joints, on the other hand, are in generally poor condition. While much of the mortar only suffers from general deterioration due to age, significant amounts show much heavier deterioration. Deteriorated mortar joints not only exacerbate the deterioration of the wall and allow water penetration, but fall hazards are also presented to the areas directly below. Again, as the areas of heavy and general deterioration are interweaved, it is impossible to accurately separate the two.

All wood window frames are heavily deteriorated and poorly sealed. In addition to the roof leaks, water can and probably is penetrating through the window areas. Deteriorated frames are often hanging only by "habit" and present a fall hazard to the areas below.

Exhibit B

Martin Weaver Study

MARTIN WEAVER CONSERVATION CONSULTANT INC
INTERNATIONAL CONSERVATION CONSULTANTS
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A PRELIMINARY CONSERVATION ASSESSMENT ON THE EXTERIOR SANDSTONE MASONRY OF THE WEST PARK PRESBYTERIAN CHURCH, AMSTERDAM AVENUE AND WEST 86 STREET, NEW YORK, NY

By

Prof. Martin E Weaver

A Conservation Technology Study from
Martin Weaver Conservation Consultant Inc.
Ottawa, Ontario.
March–April 2001

Introduction

The writer was commissioned to make a brief independent technical study on the conservation state of the exterior sandstone masonry of this fine Romanesque revival style church which stands at the Northeast corner of the intersection of Amsterdam Avenue and West 86th Street, in Manhattan.

The field component investigation of the study was carried out on the morning of 29 March 2001. The writer took some small samples of loose stonework and subsequently examined these under a microscope at x 30 - x 40, and carried out some qualitative and semi-quantitative chemical tests for contaminating anions that originate from urban pollution and can form disruptive salts.

Historical background

The first part of the church to be built on this site was erected ca. 1853 at the Eastern end of the site and was designed by Leopold Eidlitz. This first building was subsequently extensively altered. The main building of the present church was built in 1882 to designs by Henry Kilburn.

Although there are some references to the church being built of terra cotta, the exterior walls are actually faced with random-coursed sandstone of two contrasting colors. A dark purple-brown is used for the plain walls where the blocks of the random-coursed work have a "quarry faced" or "rock faced" finish. A rich brick-red colored sandstone is used for all decorative work – including belt courses, cornices, columns, capitals, window reveals and some finials. The selection of the latter red sandstone for the decorative work would have been logical because it was softer and would have thus been more easily carved than the darker sandstone.

Preliminary examination of the stone from the church and comparison with stone in the writer's collection and that of the Center for Preservation Research at Columbia University, suggest that the two stones are in fact of the same basic type and were originally known as East Longmeadow Sandstone. The quarries were in Hampden County, Massachusetts. The dark purple-brown sandstone was quarried at Worcester and the brick-red at Maynard. That this highly preliminary identification is in fact correct is reinforced by the discovery that Leopold Eidlitz with Otto Blesch also used this stone for the construction of Saint George's Church, Stuyvesant Square at East 16th Street, New York in 1848.

A few years ago a portion of a finial fell on the sidewalk and although nobody was injured this initiated a series of masonry repairs and some repairs to roof finishes and flashings. Apparently some form of water-repellent coating was applied to the surface of the masonry at the time of these repairs. (Source: Head of Building Commmittee)

The writer has examined the fallen finial and it is of unglazed red terra cotta. A fast check on the South façade suggests that the finial originally decorated the West side of the gable over the Southeast Entrance Door.

It is not clear why unglazed terra cotta was used to make these finials when all other decorative features appear to be in carved sandstone. It is tempting to speculate that the red Maynard sandstone may have started to show signs of instability at an early stage, and that terra cotta was substituted in certain cases where failure had occurred.

Masonry Conditions

Even a preliminary examination of the sandstone masonry suggests that a significant quantity of the sandstone is in an advanced state of deterioration. Closer examination reveals that the dark purple brown Worcester sandstone is in generally in better condition than the red Maynard sandstone. However, this may be due to the fact that all decorative work that projects from the face of the building or has a skyward-facing surface, is of the red Maynard sandstone and is thus subjected to much greater quantities of water penetrating into the stone and causing deterioration.

The forms of deterioration of the stones consist of the following:

- contour scaling and exfoliation – the peeling-off of successive layers of surface following the surface contours. This problem is caused by changes in the surface layers over time as a result of oxidation, adsorption and reaction with atmospheric pollutants and the movement of water towards the surface depositing dissolved salts in the surface zone and changing its permeability and hardness. These changes in turn cause water retention and consequently salt and ice-induced damage. In all cases of severe deterioration of this nature it is normal to discover whether any water-repellent treatments have been carried out and if so whether there are any residual effects. Knowing that a water repellent treatment is believed to have been carried out, the writer tested a number of samples of sandstone, which had both old and freshly broken surfaces. Water was rapidly adsorbed by freshly broken surfaces, but old surfaces, which would have been coated still prevented water penetration. This immediately suggests that the coating may have retained water and accelerated the deterioration of the sandstone. This phenomenon is a particularly severe and common problem in soft sandstones. (Photos:19.30.31.32.37.42.)

- de-lamination of sandstone: this phenomenon is usually the result of what is termed "face bedding" or laying blocks with their bedding planes parallel to the face of the wall or structural unit. The stone unit then fails along the bedding planes and splits off the building in a series of layers. This problem is frequently triggered by build-ups of moisture behind surface layers and by the surface changes outlined above.(Photos: 20.25.)

- cracking of individual blocks through failure under load: this phenomenon may occur simultaneously with de-lamination and may be its primary or secondary cause. (Photos: 40.41.)

- disaggregation; this term particularly describes the disintegration of granular rock material as individual grains fall away because of the removal of cementing or binding material. This is a common problem of soft sandstones with acid-soluble or clay binders or cements. (Photos: 31.32.42.)

- sulfate crust formation: this phenomenon occurs when urban and other forms of atmospheric pollution cause chemical reactions with the stone surface inducing chemical and physical changes in the surface. Such changes may ultimately lead to surface loss. The anion tests revealed the presence of some sulfates and chlorides, which are not uncommon for masonry that has absorbed pollutants for over 120 years. However, a sample of the Maynard red sandstone from a projecting belt course had large quantities of sulfate salts that appeared to be associated with the loss of the thick surface layer. (Photo: 31.32.)

Summary of deterioration:

The examination of the building and the samples confirmed the following:

- the red Maynard sandstone has deteriorated very badly where it has been subjected to prolonged penetration and saturation with large quantities of water. The water has mobilized and re-deposited salts from within the masonry and from atmospheric pollution and associated phenomena have caused exfoliation, disaggregation and de-lamination.
(Photos. 6.15.16.18.19.29.30.31.32.33.34.36.37.42.)

- the dark purple brown Worcester sandstone is harder and more resistant to deterioration and while it has generally performed quite well, it has delaminated and exfoliated in some areas, particularly close to grade level. Splash back of water from the sidewalks and run-off of pollutants cause concentrations of water and salts at the lower levels and thus this is a position of severe exposure and likely to cause more sever deterioration. There is some evidence that at least part of the exfoliation may have been caused or at least increased by the retention of moisture as a result of the application of a water repellent coating in recent years.(Photos. 12.20.21.22.25.)

- there appears to be cracking just beginning to occur at the interface and in the stone just behind recent cementitious repairs on the South façade. These repairs have been carried out to the red Maynard sandstone of the voussoirs, cornice and other decorative work over the doorway at the base of the South façade of the tower. (Photos. 6.7.14.)

- the writer observed the South slope of the main roof of the church from the West side of the tower. The asphalt shingle roof finish has reached the end of its life and many shingles are blistering, cracking and are perforated causing leaks into the church below and resulting in extensive damage to the interior roof timbers and plaster and other finishes. (Photos. 45-46. Note arrows on 45. showing locations of blistering and perforations.)

- the writer also observed that a number of copper sheet flashings are damaged or incorrectly installed and are also causing leaks into the building. (Photo. 44.)

Conclusions:

The red Maynard sandstone used here was clearly an unsuitable choice for use in New York City with its polluted, urban maritime environment. It should be noted that the problem may partly lie with the particular beds from which this stone was quarried. They may simply not have been of high enough quality because they came from upper rather than lower beds within the quarry. Unfortunately we have no way of knowing that now. As far as this sandstone is concerned, its advanced state of deterioration in many cases necessitates its removal and replacement with a different type of sandstone with matching color and texture but superior weathering characteristics. Red Lazonby Sandstone, which is from the North of England has been identified as such a stone by the writer. The amount of deterioration of the Maynard sandstone is clearly related to more severe exposures to water and hence pollutants as a result of its use for projecting decorative elements. That this is not a new problem is made clear by the fact that extensive repairs have had to be carried out in recent years over the doorway on the South façade and to some decorative work on the West façade.

The stone deterioration situation has apparently been made worse by the application of a water repellent and surface paint layers that have not been sufficiently vapor permeable and have retained moisture within the stone. The stone deterioration would appear to have been too advanced for these treatments to have been effective in the long term anyway.

Cementitious repairs do not appear to be the answer to the deterioration because the red Maynard sandstone that remains is still failing and will ultimately cause a failure at or close to the interface between the repairs and the stone. This will again result in falling fragments of masonry

It is recommended that a three-phase program of stabilization and conservation should be implemented as soon as possible:

In Phase 1. the stonework on all facades should be carefully inspected and all loose material should be recorded and removed immediately.

Where necessary local repairs should be carried out using vapor-permeable and suitably soft cementitious repair materials such as a tinted JAHN Restoration Mortar. Note - this is purely to maintain the integrity of the masonry and keep out water – it is not intended to restore decorative finishes.

Phase 2 should consist of a program of regular inspection to confirm that there is no further threat from sandstone deterioration and falling fragments of masonry. Loose fragments should be removed at the time of the inspections.

Phase 3. should consist of the cutting out and replacement of a limited number of the most severely damaged sandstone units and their replacement with more durable sandstones of better quality but matching color and texture. The writer suggests on the basis of this preliminary study that the red Maynard sandstone should be replaced with red Lazonby sandstone and the dark purple-brown Worcester sandstone should be replaced with a similar stone such as Whirlpool Medina sandstone from New York. The replacement stones should only be selected after exhaustive testing to prove their long-term resistance to the polluted, maritime, urban environment of Manhattan with its relatively heavy precipitation rates and multiple freeze thaw cycles.

Note, there could be a substantial time delay between Phases 1 – 2 and the commencement of Phase 3. This is essential to ensure that life-safety issues are dealt with effectively first and then sufficient time is available to raise funds and to carry out testing of potential replacement stones.

The asphalt shingle roof finishes in some areas need replacement immediately and many sheet copper flashings require reinstallation to render them totally effective.

The last two issues must be dealt with immediately or at least as soon as is physically possible because roof leaks are accelerating now and the amount of damage that they will cause to the roof structure and interior finishes will accelerate on an increasingly fast basis until these problems are dealt with.

Certain recommended immediate safety measures are outlined in the copy of the Weaver/Rahmes, Urgent Memorandum of 2 April 2001. (Attached Appendix A)

Prof. Martin E. Weaver
New York and Ottawa

Appendix A.

URGENT MEMORANDUM

Date: 2 April 2001

To: John Rahmes
295 Washington Avenue #3C
Brooklyn NY 11205
USA

From: Martin Weaver

Re: Potential Life Safety Problems at The West Park Presbyterian Church, Amsterdam Avenue and 86th Street, New York, NY.

This is to confirm my verbal warning and subsequent e-mail that in the course of my preliminary inspection of the above church on Thursday 29 March 2001, I found a number of forms of stone masonry deterioration, which could pose potential life-safety problems to people on the sidewalks on both Amsterdam Avenue and 86th Street. The danger would be from falling fragments of stone.

In the course of my very brief inspection I was able to inspect the masonry of the church from the sidewalks on both streets; the lower part of the tower on the West façade up to the tall windows about 50 feet above the ground, from a scaffold; and the rest of the upper parts of the West and South facades with binoculars from the street level.

I found many areas where sandstone blocks are delaminating, exfoliating and in some cases crumbling – particularly on what are termed "skyward facing surfaces" such as the tops of cornices, water tables and belt courses. I found areas where stone blocks have cracked right through – sometimes repeatedly – and where, if they fail, they could cause a significant collapse.

While most of the fragments that are liable to fall are relatively light and thin, some must weigh many pounds. It must be noted that even a pebble falling from a height can be dangerous.

I would like to confirm that in the interim before further inspections can be made and loose fragments of stone either removed or stabilized – two levels of emergency action need to be undertaken:

1. Barriers should be erected on the sidewalks around the church with carefully worded notices asking people to keep away from the immediate vicinity of the walls for a short period while protective "bridges" are designed and constructed to protect pedestrians against the risk of falling stone fragments.

2. Protective "bridges" should be erected over the sidewalks with steel column supports and heavy plywood and plank "roof decking" pending the removal or stabilization of all defective stonework.

From my brief examination of the building and my discoveries of defects in the sandstone shafts of the tower windows of the storey below what I assume is the belfry level, I would recommend that LZA carries out a detailed examination of all of the shafts to assess the state of deterioration of some of the drums and the potential effects of the failure of a drum with many vertical cracks running through it. From my experience I would say that there might be a serious risk of what is termed a "catastrophic failure" if one drum does collapse. I draw your attention to the photographs labelled A and B in the set that we are sending to you by courier. The multiple vertical cracks in some drums are clear. May I also suggest that all of the finials are checked to see if any more are made of unglazed red terra cotta and unsafe like the one that fell some time ago and that the minister showed me last week. They obviously should all be checked to see if they are loose or in any way defective and potentially dangerous. If there is any doubt about any of them they should be photographed in place and then carefully removed and taken down to be stored in a safe place.

After I left you and had a chance to think about what I had observed, it occurred to me that I had detected an odor of molds or fungi, which would be a natural result of the roof leaks. In the light of my experience on other buildings in New York and elsewhere I would strongly recommend that an indoor air quality assessment is undertaken to determine what species of micro-organisms – such as fungi and bacteria – are present, and in what quantities. I know of one specialist firm that is uniquely qualified to work on historic buildings and that is Indoor Air Solutions 1200 East High Street. Suite 301. Pottstown, PA 19464. Tel: (610) 323 8818. The director is Dr Edward R Montz Jr. a leading American forensic toxicologist, with whom I have worked extensively on important heritage buildings. Many of the mold or fungal species that have been found in buildings in New York - such as Aspergillus niger - can be extremely dangerous to people and particularly to children. In view of the multiple uses of the building such an assessment would be extremely prudent.

Yours truly,

Martin Weaver

Exhibit C

West Park Presbyterian Church 2010 Testimony to Landmarks Preservation Commission

January 12, 2010

Statement by Rev. Dr. Robert L. Brashear
Pastor, West Park Presbyterian Church

Today's designation of West Park Presbyterian Church as a landmark will not preserve our beloved church building. Instead it will hasten its demise.

Ten years ago, pieces of the church's façade started falling on the sidewalk surrounding the church. An engineering study revealed that the church building had structural and mechanical damage that was so serious, scaffolding had to be erected to protect pedestrians. As we worked to develop a plan for the stabilization and restoration of the West Park Church building, our Church's financial resources became severely depleted.

Despite this we were able to enter into a development partnership that would have rehabilitated and preserved 85% of the Church building, including our iconic bell tower AND provide an endowment that would enable us to continue our tradition of community service and worship in our Church building. Some vocal members of the community opposed this plan and tenaciously lobbied for landmark designation. As a result our development partner walked away and our building continues to deteriorate.

West Park Church lacks the funds necessary to renovate our church building by ourselves. Today's vote to landmark our Church building limits our ability to attract a willing partner. In fact, I was informed just before this morning's meeting that our ongoing negotiations with another potential purchaser were just put on hold due to the expected designation. Now, we may have no choice but to ultimately abandon our church building. So while West Park Church may be listed as a "landmark" it will be preserved in name only, offering no benefit to our congregation that built the church over a hundred years ago or to the community. It is ironic that this action was not even necessary. The fact that the church was calendared for designation last summer effectively froze any alterations without prior approval of the Landmarks Commission. While some may celebrate this decision as a victory, in reality we all have lost.

Contact:
Maureen Connelly
Connelly & McLaughlin
212-437-7373

Exhibit D

DOB Violation #21-01507, ECB Violation #39051002R

CLICK HERE TO SIGN UP FOR BUILDINGS NEWS

NYC Department of Buildings

DOB Violation Display for 111021C21-01507

Premises: 165 WEST 86 STREET MANHATTAN **BIN: 1032188** **Block: 1217** **Lot: 1**

Issue Date: 11/10/2021
Violation Category: V - DOB VIOLATION - ACTIVE
Violation Type: C - CONSTRUCTION
Violation Number: 21-01507
Device No.:
DOB Mobile Violation Number: VIO21-01507
OATH/ECB No.:
Infraction Codes:
Description: FAILURE TO MAINTAIN BUILDING IN CODE COMPLIANT MANNER. AT TIME OF INSP. OBSERVED MASONRY FA ADE IN DISREPAIR AT EXPO #1 WHERE SECTIONS OF FA ADE SPALLING SEVERELY, ROOF RIDGE ORNAMENTAL MASONRY WITH LARGE CRACK WITH A POTENTIAL TO DETACH & FALL ONTO SWS & DEFLECT ONTO PUBLIC ROADWAY. NO OPEN JOB FILING TO RECTIFY ISSUE. CITED ABOVE AFFECTS

Disposition:
Code: **Date:**
Inspector:
Comments:

If you have any questions please review these Frequently Asked Questions, the Glossary, or call the 311 Citizen Service Center by dialing 311 or (212) NEW YORK outside of New York City.

CLICK HERE TO SIGN UP FOR BUILDINGS NEWS

NYC Department of Buildings

OATH/ECB Violation Details

Click here for more information about Severity, Violation and Hearing Statuses

Premises: 165 WEST 86 STREET MANHATTAN **Filed At: 165 WEST 86 STREET , MANHATTAN , NY 10024**

BIN: 1032188 Block: 1217 Lot: 1 **Community Board: 107**

OATH/ECB Violation Summary

VIOLATION OPEN

OATH/ECB Violation Number: 39051002R

Severity: CLASS - 1 **Certification Status:** NO COMPLIANCE RECORDED

Penalty Balance Due: $2,500.00 **Hearing Status:** PENDING

Respondent Information

Name: WEST PARK PRESB CHURC

Mailing Address: 165 WEST 86 STREET , NEW YORK , NY 10024

Violation Details

Violation Date: 11/10/2021 **Violation Type:** CONSTRUCTION

Served Date: 11/10/2021 **Inspection Unit:** EMERGENCY RESPONSE TEAM (ERT)

Infraction Codes	Section of Law	Standard Description
104	28-302.1	FAILURE TO MAINTAIN BUILDING WALL(S) OR APPURTENANCES

Specific Violation Condition(s) and Remedy:

FAILURE TO MAINTAIN BUILDING WALL(S) AND APPURTENANCES. AT TIME OF INSPECTION OBSERVED MASONRY FACADE IN DISREPAIR AT EXPO #1 WHERE SECTIONS OF FACADE SPALLING, ROOF RIDGE ORNAMENTAL MASONRY WITH LARGE CRACK WI

Issuing Inspector ID: 2791 **DOB Violation Number:**

Issued as Aggravated Level: NO

Dept. of Buildings Compliance History and Events

Certification Status: NO COMPLIANCE RECORDED **Compliance On:**

A Certificate of Correction must be submitted to the Administrative Enforcement Unit (AEU) for all violations. A violation that is not dismissed by OATH/ECB will continue to remain ACTIVE or "open" on DOB records until acceptable proof is submitted to the AEU, even if you have paid the penalty imposed by OATH/ECB.

OATH/ECB Hearing Information

Scheduled Hearing Date/Time: 05/05/2022 8:30 **Hearing Status:** PENDING

OATH/ECB Penalty Information

Penalty Imposed: $2,500.00

Adjustments: $0.00 **Amount Paid:** $0.00

Penalty Balance Due: $2,500.00

If you have any questions please review these Frequently Asked Questions, the Glossary, or call the 311 Citizen Service Center by dialing 311 or (212) NEW YORK outside of New York City.

Exhibit E

DOB Violations #FEU10701XC and FEU10702XC, Summons #35644126R

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NYC Department of Buildings

DOB Violation Display for 111921CFEU10701XC

Premises: 165 WEST 86 STREET MANHATTAN **BIN: 1032188** **Block: 1217** **Lot: 1**

Issue Date: 11/19/2021
Violation Category: V - DOB VIOLATION - ACTIVE
Violation Type: C - CONSTRUCTION
Violation Number: FEU10701XC
Device No.:
OATH/ECB No.:
Infraction Codes:
Description: EWO-EXTERIOR WALL IN STATE OF DISREPAIR,OUT OF PLUMB AND LEANING @THE APEX OF THE GABLE HAS DISPLACED APROX 3".POTNTIALOF FURTHER MOVEMENT AFFECTING STRCTRAL STABILITY OF WALL&PUBLIC SAFETY.OWNR-ENGAG NYSPE &CNTRCTR-IMME PROVID TEMP BRACNG GABLEWALL ALL WRK PRFRMD UNDR DIRCT&CONTNOUS PE SPRVISN.FILE W/IN 48HR

Disposition:
Code: **Date:**
Inspector:
Comments:

If you have any questions please review these Frequently Asked Questions, the Glossary, or call the 311 Citizen Service Center by dialing 311 or (212) NEW YORK outside of New York City.

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NYC Department of Buildings

DOB Violation Display for 111921CFEU10702XC

Premises: 165 WEST 86 STREET MANHATTAN **BIN: 1032188** **Block: 1217** **Lot: 1**

Issue Date:	11/19/2021	**Violation Category:**	V - DOB VIOLATION - ACTIVE
Violation Type:	C - CONSTRUCTION		
Violation Number:	FEU10702XC	**Device No.:**	
OATH/ECB No.:			
Infraction Codes:			
Description:	FTM-EXTRIOR WALLS IN STATE OF DISRPAIR.SPALLED &MISSNG STONE NOTED THRUOUT.@EXTRIOR WALLS ON 86ST,THE APEX OF GABLE WALL IS LEANING& ROOF FRAMNG DETACHING @ THIS LOCATION.OWNR-ENGAGE NYSPE&CNTRCTR-SETUP MONITORNG PRGRAM,COLLCT DATA WEEKLY&PRVDE RPRT-XCELO@BUILDINGS.NYC.GOV RPR BLDG UNDR PRMT.FILE FOR PRMT BY 1/15/22.STRT WRK BY 2/1/22		

Disposition:
Code: **Date:**
Inspector:
Comments:

If you have any questions please review these Frequently Asked Questions, the Glossary, or call the 311 Citizen Service Center by dialing 311 or (212) NEW YORK outside of New York City.

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NYC Department of Buildings

DOB Violation Display for 120921CFEU10701XC

Premises: 165 WEST 86 STREET MANHATTAN **BIN: 1032188** **Block: 1217** **Lot: 1**

Issue Date:	12/09/2021	**Violation Category:**	V - DOB VIOLATION - ACTIVE
Violation Type:	C - CONSTRUCTION		
Violation Number:	FEU10701XC	**Device No.:**	
OATH/ECB No.:			
Infraction Codes:			
Description:	FAILURE TO COMPLY WITH COMMISH ORDER #357279,-IMMED PROVIDE TEMPORARY BRACING @GABLE WALL,ISSUED ON 11/19/2021.TO DATE NO WORK HAS COMMENCED OR JOBS FILED WITH THE DEPARTMENT.IMMED COMPLE WITH COMMISSIONER'S ORDER #357279		

Disposition:
Code: **Date:**
Inspector:
Comments:

If you have any questions please review these Frequently Asked Questions, the Glossary, or call the 311 Citizen Service Center by dialing 311 or (212) NEW YORK outside of New York City.

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NYC Department of Buildings

OATH/ECB Violation Details

Click here for more information about Severity, Violation and Hearing Statuses

Premises: 165 WEST 86 STREET MANHATTAN **Filed At: 165 WEST 86 STREET , MANHATTAN , NY 10024**

BIN: 1032188 Block: 1217 Lot: 1 **Community Board: 107**

OATH/ECB Violation Summary

VIOLATION OPEN

OATH/ECB Violation Number: 35644126R

Severity: CLASS - 2 **Certification Status:** NO COMPLIANCE RECORDED

Penalty Balance Due: $1,250.00 **Hearing Status:** PENDING

Respondent Information

Name: WEST PARK PRESB.CHURCH

Mailing Address: 165 WEST 86 STREET , NY , NY 10024

Violation Details

Violation Date: 01/24/2022 **Violation Type:** CONSTRUCTION

Served Date: 01/24/2022 **Inspection Unit:** SPECIAL OPERATIONS

Infraction Codes	Section of Law	Standard Description
204	28-302.1	FAILURE TO MAINTAIN BUILDING WALL(S) OR APPURTENANCES

Specific Violation Condition(s) and Remedy:

FAILURE TO MAINTAIN BUILDING WALLS OR APPURTANCE.NOTE:AT FRONT FACADEEXPOSURE#1 SPALLING STUCCO AT ROAD ALSO ORNAMENTAL MASONRY WITH CRACKSSIDE WALK SHED INSTALLED UNDER PERMIT#M00376493 EXPIRES 11/3/22.REMEDY

Issuing Inspector ID: 2882 **DOB Violation Number:** 012422CSPOMO09

Issued as Aggravated Level: NO

Dept. of Buildings Compliance History and Events

Certification Status: NO COMPLIANCE RECORDED **Compliance On:**

A Certificate of Correction must be submitted to the Administrative Enforcement Unit (AEU) for all violations. A violation that is not dismissed by OATH/ECB will continue to remain ACTIVE or "open" on DOB records until acceptable proof is submitted to the AEU, even if you have paid the penalty imposed by OATH/ECB.

OATH/ECB Hearing Information

Scheduled Hearing Date/Time: 04/21/2022 12:30 **Hearing Status:** PENDING

OATH/ECB Penalty Information

Penalty Imposed: $1,250.00

Adjustments: $0.00 **Amount Paid:** $0.00

Penalty Balance Due: $1,250.00

If you have any questions please review these Frequently Asked Questions, the Glossary, or call the 311 Citizen Service Center by dialing 311 or (212) NEW YORK outside of New York City.

Exhibit F

Consultant Qualifications: Façade MD, Severud, CCI, LBG

Analysis

Facade Maintenance Design, PC

Design

Exterior

Rehabilitation

and Restoration

Design Experts

Specializing

in Masonry,

Roofing and

Waterproofing

Preservation

Architecture

Engineering

Restoration

Rehabilitation

Repair

Administration

Company Overview

Since 1983, Facade Maintenance Design has specialized in the investigation, repair and rehabilitation of building exteriors and facades, restoring architectural beauty, preserving and protecting historical character, extending property life and enhancing property value.

Headquartered in New York City, FMD engineers, architects and restoration specialists are recognized problem-solving experts in exterior rehabilitation and restoration. The FMD Team is characterized by its painstaking professional approach to building facade examination, rehabilitation and regulatory compliance concerns.

Devoted to the faithful restoration of architectural detail as well as cost efficient measures to achieve preservation and integrity of exterior building facades, the FMD Team services additionally include the investigation and repair of water damage, seepage problems via windows and roofs, and preparation of legally required building facade examination reports and filings.

Facade Maintenance Design, PC

The FMD Team begins by focusing its multi-disciplined experience on a thorough "needs analysis" of the structure's exterior, providing owners and property managers with an investigative inspection report of the exterior condition, including roof, cornice, facade, windows, foundations and other exterior architectural features. Whether the purpose of examination is restoration, renovation or a required building survey, the FMD Team provides clear, detailed analysis of the current status, recommended restoration or rehabilitation requirements, prioritized solutions, timeline and cost estimates.

Based upon the detailed FMD Team investigative report, property managers and owners have the appropriate documentation to prepare project bid documents, obtain budget approvals, arrange financing or "forward-plan" building improvements from cash flow. FMD documentation further provides for legal filings and, if required, expert witness testimony.

The success of FMD restoration techniques and FMD Team training is evidenced by the many repeat assignments and referrals from existing and former clients/owners, managers and agents for high-rise commercial buildings, revered historical structures, important public institutions and well-known architectural landmarks.

Based on its professional workplace experience, FMD has developed restoration techniques and training programs that stress a multi-disciplinary team approach in project evaluation, investigative assessment and problem solving.

Exterior Examinations and Reports

Careful and thorough examination of the building's exterior allows FMD toprovide an analysis of current conditions as well serving as a benchmark for future inspections and work to be performed.

The FMD Team examines all exterior elements from roofs, windows and portico's to facades, plazas, sidewalks and parking facilities. Investigative reports detail existing conditions with respect to deteriorating materials, potential waterproofing problems, recommended cosmetic treatments, routine maintenance recommendations and include any owner/manager specified activities or additional investigations that may be warranted by FMD's initial building survey.

The detailed format of the FMD Investigative Report provides the framework for determining work to be performed and aids in determining costs and in prioritizing activities for the owner/manager.

FMD Investigative Reports serve to:

- Assess needed repairs or restoration activities and estimate cost
- Reveal existing or potential waterproofing/water seepage problems
- Critique the effectiveness of maintenance programs
- Evaluate and prioritize cosmetic treatments or exterior materials upgrades
- Assist owners/managers in the valuation process for tax, sale or estate purposes

FMD investigations and reporting procedures may additionally include historical (legacy) information, appropriate laboratory tests of materials, documentation photography and associated files and data germane to a professional understanding and evaluation of the existing structure at the time of the report.

Facade Maintenance Design, PC

Categories of Work

- Exterior Examinations and Reports
- Exterior and Facade Rehabilitation
- Roofing, Windows & Waterproofing
- Restoration of Unique/Historical Structures
- Historic Preservation

Services We Provide

- Exterior Investigation
  - Examination
  - Analysis
  - Reports and Filings
  - Expert Testimony
- Design and Engineering
  - Construction Drawings and Specifications
- Construction Administration
  - Bidding
  - Scheduling
  - Construction Management

362 Fifth Avenue
New York, NY 10001
Telephone: 212.560.9292
Fax: 212.560.9746

www.facademd.com

FIRM DESCRIPTION

The Bryant Condos and Hotel
New York, NY

Helena 57 West
New York, NY

Toren Condominium
Brooklyn, NY

Severud Associates has been providing effective and economical solutions to complex engineering problems since 1928—over 90 years of service to the building profession. The firm's portfolio of almost 17,000 projects includes office, commercial, and residential buildings; education facilities; hospitals and medical buildings; athletic facilities and sports venues; theaters and performing arts centers; museums, libraries, and other cultural institutions; airport terminals; science and research centers; parking garages; and special structures in New York, throughout the United States, and around the world. The roster of satisfied Severud clients includes many architects, real estate developers, corporations, government agencies, and universities and colleges.

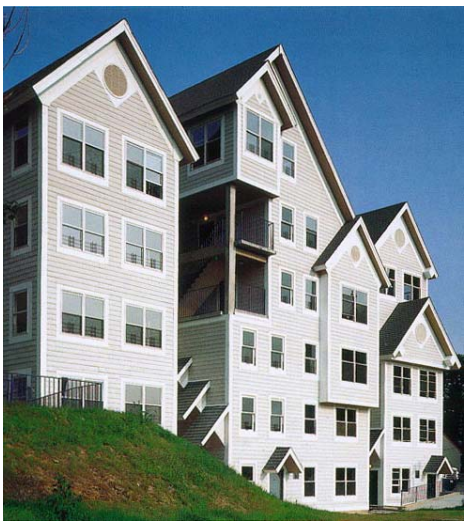
The structural engineering services offered by Severud Associates range from conceptual planning to final inspection, including all levels of analysis, design and detailing, construction document preparation, and construction contract administration. In addition to the design of new structures, projects include engineering for additions, alterations, renovations, and repairs to existing facilities. Severud also conducts condition surveys, performs peer reviews, provides expert testimony, and acts as on-call consultants. The firm has the capacity to provide services for multiple large-scale projects while at the same time managing many smaller projects.

Regardless of the scale or scope of a project, Severud Associates draws on the extensive expertise and experience of its staff to develop efficient and economical designs that employ the most appropriate construction methods and utilize technologies to the greatest advantage. Through involvement in professional and trade organizations and continuing education, engineers keep abreast of emerging structural systems, analysis methods, and software, which allows them to expand on the knowledge they acquired in their rigorous academic studies and to cultivate new ideas and implement innovative solutions. Severud has been applying best practices in green building design for many of those years and strives to make structures increasingly sustainable.

The entire staff of Severud Associates is committed to providing the high level of personal involvement and client engagement needed for successful project completion. Most of the senior engineering staff—principals, associate principals, and senior associates—have 25 years or more of experience. As a result, the firm's designs are technically advanced, eminently constructible, and environmentally responsible.

Engineering excellence and client service are top priorities at Severud Associates. The firm has earned many awards for the quality of its engineering and, more importantly, it has earned the trust of many longstanding and repeat clients.

REPRESENTATIVE LOW-RISE RESIDENTIAL BUILDINGS



Cephas Housing
Yonkers, NY

The Greenwich Lane Townhouses
New York, NY

653 Tenth Avenue
New York, NY

Hebrew Home/RiverSpring
The Bronx, NY

Bedford-Union Armory Redevelopment
Brooklyn, NY

Jardim Residences
New York, NY

57 Bond Street
New York, NY

Hudson Hill Condominium
New York, NY

The Clermont Greene Condominium
Brooklyn, NY

REPRESENTATIVE MID-RISE RESIDENTIAL BUILDINGS

New York University-181 Mercer Street
New York, NY

The Noma
New York, NY

The Greenwich Lane
New York, NY

Two Ten West 77
New York, NY

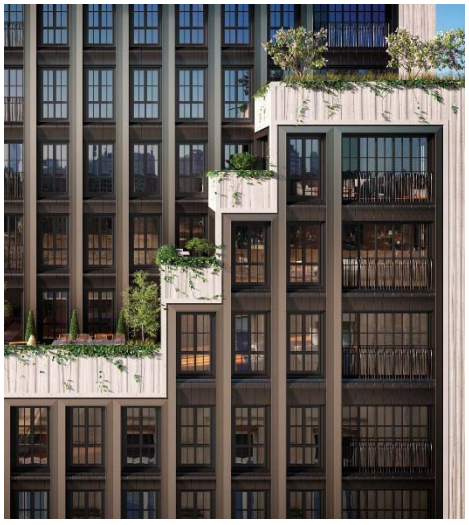
8 Union Square South
New York, NY

35XV Condominium
New York, NY

Gateway Transit Village
New Brunswick, NJ

The Alexander
Queens, NY

The Nexus Condo
Brooklyn, NY



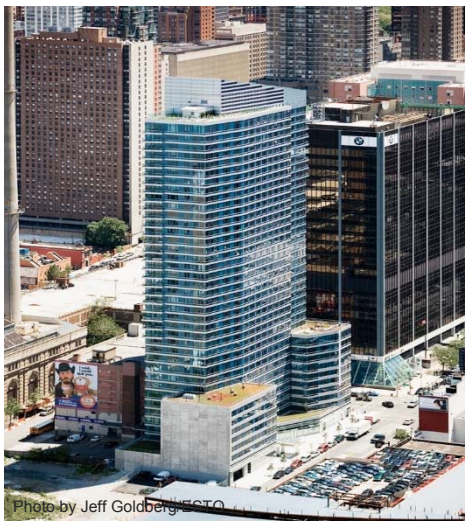
221 West 77th Street
New York, NY

The Isis Condo
New York, NY

711 West End Avenue
New York, NY

REPRESENTATIVE HIGH-RISE RESIDENTIAL BUILDINGS

The Alexander at Rego Center
Queens, NY



Helena 57 West
New York, NY

The Bryant Condos and Hotel
New York, NY

The Noma
New York, NY

Beatrice Apartments
New York, NY

185 Broadway
New York, NY

27 on 27th
Long Island City, NY

Schaefer Landing
Brooklyn, NY

215 East 68th Street-Façade Renovation
New York, NY

Toren Condominium
Brooklyn, NY

Severud Associates is committed to making structures sustainable and has been applying best practices in green building design for many years. Working with the owner, architect, MEP consultant, and others on the design team, the engineering staff explores economical ways to minimize a building's impact on the environment and use of resources while improving functionality and inhabitants' quality of life.

Structural Contributions to Sustainability Strategies

Material Reduction: Economy through optimal material use has always been a high priority at Severud Associates. Parametric and algorithmic analysis and design, careful column placement, and choice of structural framing, including innovative systems such as voided concrete flat plates, further reduce material requirements.

Local Sourcing of Materials: Severud Associates has been practicing in New York City for longer than 90 years and has extensive familiarity with what is available in the northeastern U.S. When projects are located in other regions, engineers consult with local authorities and adjust material specifications accordingly.

Use of Recycled Materials: Severud Associates is a leader in the use of recycled materials, especially in reinforced concrete. The firm led industry-changing studies into the use of blast furnace slag and is currently involved in investigations into post-consumer recycled glass as supplementary cementitious materials to reduce the cement content in concrete.

Green Roofs: Green roofs, which capture rainwater, reduce runoff, increase insulation, and reduce solar gain, can be incorporated in many projects. The engineers at Severud Associates are experienced not just with the high load requirements of these systems but also the detailing necessary to collect and distribute the rainfall, remain waterproof, and simplify maintenance.

Thermal Storage: Thermal storage systems, which often involve the freezing and melting of ice, allow the energy needed for cooling to be used at night, when there is less demand and the cost is lower. Severud Associates works with the MEP consultant to locate these systems where they will have the least impact on the structure.

On-Site Mechanical Plants: To achieve a net-zero state, larger buildings can utilize on-site mechanical plants that reduce reliance on public utilities. These include co-generation power plants and black and gray water collection and treatment systems. Severud Associates has experience with the design and detailing necessary to support any of these on-site operations.

High-Performance Cladding: The engineers at Severud Associates can design customized spandrel framing to incorporate double wall technology for improved thermal performance. In conjunction with the architect and curtain wall consultant, they can also engineer sun shades to reduce heat gain and supports for photovoltaic panels to produce electricity.

Integration of Mechanical Systems: Co-location of structure and mechanical ductwork, risers, piping, etc., helps reduce building size and allows higher ceilings that facilitate daylighting. Severud Associates can design beam penetrations and castellations for steel-framed structures and develop voided slab, beam, and flat plate details in concrete buildings.

Site Placement: Early in the design process, the staff at Severud Associates can assist with the location and orientation of a building to optimize solar exposure and reduce foundation demands. Taking advantage of site topography, the staff can coordinate with the architect to elevate a building (to improve site drainage) or berm it (to reduce heating and cooling demand).

SERVICES INCLUDE:

Due diligence surveys

Life safety assessments

Master planning efforts

Fire Department vehicle access

Complete code analysis

Multi-code conflict resolution

Means of egress analysis

Fire protection and life safety report

Equivalency formulation

Alternate method requests

Hazardous materials analysis

Fire and egress computer modeling

Smoke control system analysis / testing

FIRE PROTECTION & LIFE SAFETY CODE CONSULTATION

The bottom line in Fire Protection & Life Safety Code Consultation is the certificate of occupancy and CCI knows it is our job to get our clients there while still maintaining high levels of life safety. As you browse the industry, you'll find few firms with as much experience and expertise in Fire Protection & Life Safety Code Consultation as CCI. Through years of association and consultation with building and fire code organizations, our professional staff's working knowledge of the code change process gives us the background and experience to recommend effective solutions. These solutions prevent issues that might cause design changes, add costs, or delay building occupancy.

Backed by the experience of thousands of successful projects of all types and sizes, CCI can offer innovative solutions for seemingly complicated issues in which multiple codes and standards apply. In addition, CCI's history of superior service and reputation for excellence also has afforded us the opportunity to develop long-standing professional relationships of trust with local code-enforcing authorities.

BENEFITS PROVIDED TO OUR CLIENTS:

- Reductions in costly redesigns
- Cost savings through innovative equivalencies
- Reduction in delays in building occupancy
- Conflict resolution of multiple codes / standards
- Superior graphics offering an easy to understand format for life safety concepts
- Time savings by efficient research analysis and gaining early approvals.

The experts at CCI offer architects, contractors, engineers, property developers, and owners solutions to complex code issues. As our staff's knowledge and experience is put to the test, backed by our extensive research library, you'll find that CCI has the expertise to formulate design concepts and effective equivalency alternatives that serve as the perfect solution to preserving the historical character of a retrofit building or respecting the new designs of modern structure.

SERVICES INCLUDE:

Plan Reviews

New Construction Inspections

Barrier Removal Surveys

CASp Inspections & Services

RAS Plan Reviews & Inspections

Consent Decree Neutral Inspector/Surveyor

Accessibility/ADA/FHA Training

Expert Witness

Pre-construction Meetings

Meetings with AHJ

Email and Telephone Consultation

ACCESSIBILITY CONSULTATION

CCI's accessibility consultation services offer architects, contractors, owners, building managers, and developers a means to effectively and efficiently evaluate accessibility compliance and develop solutions providing an aesthetic and viable means for people with disabilities to use facilities. Direct answers and creative solutions by CCI's staff ensure our clients the greatest potential for complete accessibility compliance in design and in the built environment.

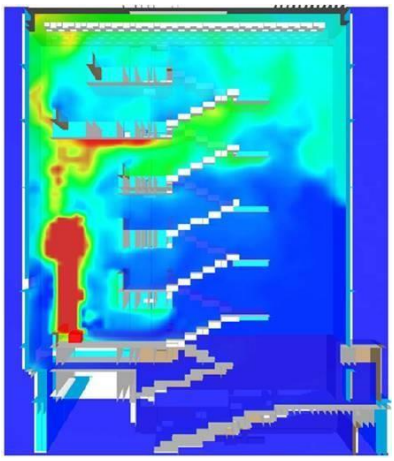
The accessibility experts at CCI verify compliance with codes and standards including: 2010 ADA Standards, FHA, IBC, ICC/ANSI, California Building Code Title 24, New York City Building Code, Texas Accessibility Standards (TAS), as well as other state and locally adopted codes and standards, to protect our clients, and to ensure access for individuals with disabilities. Our staff includes architects, engineers and certified CASp (California) and RAS (Texas) professionals.

CCI's plan review and access consultation during all phases of the design process provides crucial input for the client to ensure a compliant building; saving money as compliance costs rise exponentially after construction begins.

For existing building renovation and expansion projects, CCI's barrier removal and path of travel surveys provide the due diligence necessary for all projects. The report identifies barriers, documents requirements, prioritizes deficiencies and provides solutions. Having a CCI Accessibility Consultant inspect the built environment helps to ensure that the contractor has constructed in accordance with construction documents and the applicable accessibility requirements.

BENEFITS PROVIDED TO OUR CLIENTS:

- Clear and concise review comments directly on construction documents.
- Services tailored for state/local accessibility requirements.
- Reduction in exposure potential through proactive design.
- Flexibility to achieve corrective action in a timely manner.
- Documentation and analysis if complaint is filed.
- Comprehensive and permanent record of accessibility compliance.

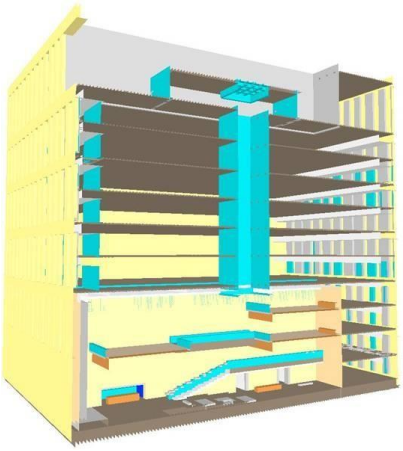


CFD SOFTWARE INCLUDES:

Fire Dynamics

Simulator Simulex

Contam



FIRE, SMOKE AND EGRESS MODELING

Fire, Smoke, and Egress modeling includes a range of potential applications from ensuring that smoke from a fire does not threaten a building's occupants to ensuring that a building's structure can withstand the heat of a fire – with or without applied fire protection. Using models such as the National Institute of Standards and Technology's (NIST) Fire Dynamic Simulator (FDS), CCI's fire protection engineers are able to accurately model the effects of a fire relative to a proposed design.

The detailed results of the calculations can be presented using a 3-dimensional computer model of the building that graphically depicts the effects of a fire, including temperature, smoke movement and toxic gas concentrations. This graphical presentation allows designers, owners and officials to see the conditions in a proposed or existing building and the level of safety provided by the design.

Fire, Smoke, and Egress modeling is often used to demonstrate how fire protection and life safety systems combine to provide for the safety of a building's occupants. CCI also uses a variety of other models, as needed, to assist the design team, building owners and officials in addressing fire protection and life safety issues.

CCI has a range of tools available to analyze people movement and egress. These tools range from engineering calculation and hydraulic-based models to sophisticated computer models that track the movement of individual occupants through a building. With these models, CCI can create a computer video animation of egress within and from a building. A timed egress analysis is often used in conjunction with fire/smoke modeling to determine if, and to what extent, mechanical smoke control is needed to provide safe exiting for the building's occupants.

CCI'S MODELING CAPABILITIES HAVE BEEN USED TO ADDRESS THE FOLLOWING FIRE AND LIFE SAFETY ISSUES:

- Structural fire resistance
- Design fire development
- Smoke movement analysis
- Smoke control system design
- Fire protection & life safety system response
- Timed egress analysis

CCI uses its expertise in applying a range of fire, smoke and egress models to develop performance based solutions to fire protection and life safety issues. Fire, Smoke, and Egress modeling allows building designs to move beyond the specific requirements of the codes and provides the design team with increased flexibility. CCI uses its knowledge and experience with the codes along with its modeling expertise to help ensure acceptance of a project's design by the AHJs while also providing a design that meets the needs of the building owner.

SERVICES INCLUDE:

Complete design approach

Design in BIM model (Revit® MEP)

Scope design approach

Performance specification approach

Due diligence surveys

Fire protection system assessments

Third-party plan review

Bid review

Shop drawing review

Construction administration

Field observations and inspections

Witness acceptance testing

Commissioning

Corrosion management program

High-piled storage plans

Hazardous materials plans

Fire alarm campus master plans

FIRE PROTECTION SYSTEMS DESIGN AND CONSULTATION

Code Consultants, Inc. (CCI) provides specialized and expertise driven fire protection systems design and consultation services. Registered Fire Protection Engineers and highly trained NICET level designers provide these services. In addition, CCI staff are members of the NFPA Committees responsible for determining the systems design requirements, including NFPA 13 and NFPA 72. Over the past 35 plus years, CCI has providing fire protection systems design and consultation for thousands of projects.

CCI's services are suited for design-build, design-bid-build and owner direct project types. Our expertise and experience in providing complete design documents typically required for design-bid-build projects enhances our ability to provide design and consultation services in the design-build and owner direct project types.

Fire sprinkler design drawings can be prepared in AutoCAD, SprinkCAD, HydraCAD or Revit®, and fire alarm design drawings can be prepared in either AutoCAD or Revit®. CCI's expertise in Revit® spans more than 10 years.

As the built environment adopts the use of Building Information Management (BIM) modeling to manage projects, CCI's unparalleled expertise using Revit® can ensure the accurate inclusion of these important systems into the detailed 3D model as well as documenting other attributes of the system.

BENEFITS PROVIDED TO OUR CLIENTS:

- Structural fire resistance
- Codes / Standards compliance – not over or under designed
- Solutions to design challenges
- Comprehensive coordination with other disciplines
- Lower costs
- Credibility with the AHJ due to our expertise and experience
- Comprehensive construction documentation for bid and construction administration
- Professional supervision of installation
- Reduces cost extras during construction
- Reduced life cycle costs
- Oversight / assurance – represents project interests – getting it right
- Water conservation, if desired for LEED Accreditation.

EXPERTISE:

Infrastructure

Backbone

Horizontal

Outside Plant

Wi-Fi & RF Distribution

DAS (Distributed Antenna)

Smart Building Integration

Audio/Visual

Collaborative Workplace

Collaborative Higher-Ed Campus

K-12 Technologies

Entertainment Venues

Digital Signage

Interactive Technologies

PA & Mass Notification

Unified Communications

Electronic Security Systems

Video-Surveillance

Access Control

Intrusion Detection

LOW VOLTAGE / INFORMATION & COMMUNICATIONS TECHNOLOGY CONSULTATION & DESIGN

Low voltage systems relating to information and communications technology (ICT) are the backbone of building functionality. CCI's Registered Communications Distribution Designer (RCDD) professionals ensure development of comprehensive and adaptable infrastructures capable of supporting all ICT systems through the implementation of integrated technologies into architectural and building systems.

Gaining a complete understanding of client vision, goals, and unique project challenges is CCI's first priority. ICT solutions and recommendations provide a clear road map for complex, emerging technologies in all types of buildings and facilities. Maintaining long term business relationships is the foundation of CCI's success.

THE CCI ADVANTAGE:

- Experienced A&E industry RCDD professionals
- Interdisciplinary knowledge base
- Vision to achieve program goals
- Creative solutions for project specific challenges
- Flexible design supporting emerging technologies
- Holistic approach to project needs
- Comprehensive construction document development
- Reliable and resourceful network of industry experts
- Responsiveness to clients

SERVICES INCLUDE:

System Evaluations

Technology Planning

Design & Engineering

Commissioning

EXPERTISE:

Digital Signage & Displays

Interactive Technologies

Wayfinding & Information Kiosks

PA & Mass Notification

Unified Communications

General Paging / Public Address

Video-Wall Systems

Distributed Audio Systems

Integration into Data Networks

Input/Output Panel Building Integration

Control and Monitoring Centers

LED Interior/Exterior Display Walls

INFORMATION & COMMUNICATIONS TECHNOLOGY AUDIO/VISUAL SYSTEMS

Audio/Visual (AV) systems enable people to achieve higher efficiencies through clear communication and collaboration. Professionals, students, and others work more effectively in flexible AV environments.

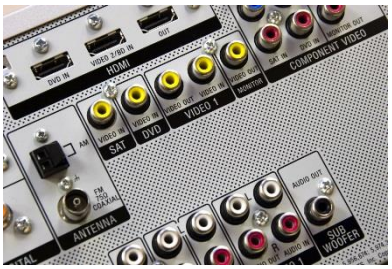
The continued advancement of complex AV requires CCI's RCDD experts to balance state of the art equipment and appropriate AV innovations with the architectural program and design.

CCI's RCDD professionals listen, educate, and consult with clients to develop a comprehensive understanding of corporate vision and provide solutions that uniquely address project challenges.

CCI's experience and broad knowledge of system components, cable types and interfaces result in a cost-effective, innovative, and seamless AV system. Whether it is an interactive auditorium with an assistive listening system, a video-teleconference or sound reinforcement system for a collaborative environment, or a control and monitoring center that demands complex systems, CCI's experts provide customized solutions for every challenge.

THE CCI ADVANTAGE:

- Vision to achieve program goals
- Creative solutions
- Innovative designs
- Practical consultation in non-technical terms
- Respect for program of space
- Appreciation of space functionality



SERVICES INCLUDE:

Security Consulting

ESS Design & Engineering

Security Assessments

Commissioning

EXPERTISE:

Video-Surveillance

Access Control

Intrusion Detection

Perimeter Protection

High-Level Security

Asset Protection

Loss Control

Infant Protection

Mass Notification

Fire Alarm

Blue Light Emergency Phones

Unified Communications

INFORMATION & COMMUNICATIONS TECHNOLOGY ELECTRONIC SECURITY SYSTEMS

Effective electronic security systems (ESS) increase personal safety, secure assets, and safeguard critical infrastructures. Comprehensive ESS have evolved to include fire alarm as a crucial component. CCI's RCDD and Professional Engineers (PE) approach every project with the end users' purpose, operations, safety, and integrity in mind.

CCI's experts achieve a balance between facility functions and security operations. CCI analyzes, designs, and develops comprehensive solutions customized for every organization's operations, security needs, challenges, physical location, and budget. Collaboration with the design team ensures optimal integration with architectural and building systems.

Security today encompasses both physical and digital environments. CCI's design approach integrates all aspects of security to protect and ensure the safety of occupants, assets, and communications through proven security protocols, concepts, and strategies.

THE CCI ADVANTAGE:

- Collaborative designs by RCDD and PE professionals
- Expertise in BICSI and NFPA standards and codes
- Comprehensive security approach
- Forward thinking long-term solutions
- Responsive to present day security needs
- Adaptable thinking to resolve complex security challenges

EMERGENCY RESPONDER RADIO COMMUNICATIONS SYSTEMS

CCI's emergency communications capabilities include code-based solutions for Emergency Responder Radio Communications Systems (ERRCS) needs. CCI ensures minimum radio coverage compliance with ICC and NFPA Codes, as well as an objective approach to system design by only providing enhancement where required to ensure effective in-building communications capabilities for public safety personnel and the people they serve.

CCI thoroughly evaluates each facility's emergency service communication needs to provide engineered solutions, while incorporating the essential elements of the enhancement system: the donor antenna; Bi-Directional Amplifier including coordinated location, power, and HVAC requirements; distributed antennas; vertical and horizontal cabling and installation requirements including pathway survivability; and fire and smoke rated sleeves.

CCI's thorough coverage evaluation and attention to design detail minimizes costly and unnecessary installations in both existing structures and new construction projects.

SERVICES INCLUDE:

Code Based Due Diligence

Radio Coverage Survey

Predictive Radio Coverage Analysis

Systems Evaluations / Peer Review

Design & Installation Guidelines

Engineering Documents

Construction Administration

Commissioning

EXPERTISE:

Signal Strength / DAQ

Backbone Survivability

DAS (Distributed Antenna Systems)

UHF / VHF Systems

700 / 800 MHz P25 Systems

ARCS (NYC)

THE CCI ADVANTAGE:

- Experienced A&E design industry RCDD professionals
- Licensed FCC GROL (General Radiotelephone Operator License)
- Respectful of architectural aesthetics
- Practical design to system installation
- Collaborative team approach, ensuring a complete and thorough design
- Resourceful research and analyzation of solutions
- Practical consultation in non-technical terms

SERVICES INCLUDE:

Space Planning & Programming

Systems Evaluations

Technology Master Planning

Design & Installation Guidelines

Engineering Documents

Construction Administration

Commissioning

EXPERTISE:

Backbone

Horizontal

Outside Plant

Wi-Fi & RF Distribution

DAS (Distributed Antenna)

Smart Building Integration

INFORMATION & COMMUNICATIONS TECHNOLOGY INFRASTRUCTURE

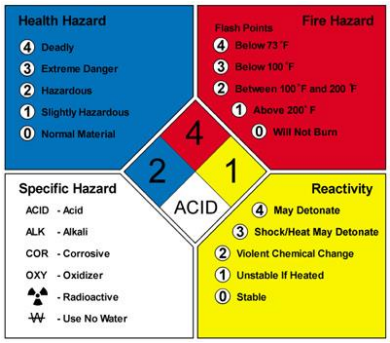
CCI's infrastructure design provides a sustainable, intelligent, and integrated system. CCI ensures installation compliance with TIA/BICSI Standards and NFPA Codes, as well as an inherent ability for the ICT infrastructure to support growth and future technologies.

CCI's engineered solutions incorporate the essential elements of the infrastructure: the service-entrance; ICT room location, size and configuration; fiber-optic, copper and coax cabling; cable management; continuous and non-continuous pathways, ICT outlets and boxes; and fire and smoke rated sleeves.

CCI's attention to detailed infrastructure planning during the building design process minimizes costly modifications after construction begins.

THE CCI ADVANTAGE:

- Experienced A&E design industry RCDD professionals
- Respectful of architectural aesthetics
- Practical design to system integration
- Collaborative team approach, ensuring a complete and thorough design
- Resourceful research and analyzation of solutions



EXPERTISE:

NFPA 30:
Flammable and Combustible Liquids

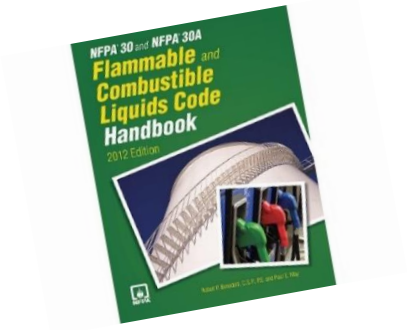
NFPA 30B:
Manufacture and Storage of Aerosol Products

NFPA 69:
Explosion Prevention Systems

NFPA 400:
Hazardous Materials Code

NFPA 430:
Storage of Liquid and Solid Oxidizers

NFPA 654:
Prevention of Fire and Dust Explosions



HAZARDOUS MATERIALS ANALYSIS

The Chemical Abstract Service (CAS) Registry lists approximately 41 million commercially available products, and more are added each day. Many of these products are classified as hazardous materials - those which present physical hazards or health hazards. Few commercial operations are without at least some of these materials.

The storage, dispensing and use of hazardous materials is highly regulated by building codes, fire prevention codes and NFPA standards, as well as by insurance underwriters. A comprehensive approach to hazardous materials requires thorough knowledge of applicable regulations. Issues of noncompliance can be both dangerous and expensive to mitigate.

CCI Fire Protection Engineers and Certified Safety Professionals have extensive experience in the code requirements for facilities containing hazardous materials, whether for existing occupancies, tenant improvement or new construction.

HAZARDOUS MATERIALS ANALYSIS SERVICES INCLUDE:

- Hazardous materials classification
- Building and fire code analysis
- Code conflict resolution
- Site investigation and analysis
- Equivalency concept formulation, analysis and presentation
- Material Safety Data Sheet (MSDS) / Safety Data Sheet (SDS) compliance review and auditing
- Hazardous Materials Inventory Statement (HMIS) preparation
- Hazardous Materials Management Plan (HMMP) preparation
- NFPA 30 flammable liquid decision tree analysis
- Fire detection and suppression system design criteria and design document preparation
- Third-party review
- Insurance underwriter coordination
- Preparation of a comprehensive DHA in accordance with NFPA 652 which can then be submitted to the Authority Having Jurisdiction for review and approval.

CCI is active on numerous code development committees and organizations and utilizes that knowledge to ensure hazardous materials are stored and/or used in accordance with the applicable codes and client needs.

EXPERTISE:

NFPA 652:
Fundamentals of Combustible Dust

NFPA 654:
Prevention of Fire and Dust Explosions

NFPA 61:
Prevention of Fires and Dust Explosions in Agricultural and Food Processing Facilities

NFPA 68:
Explosion Protection by Deflagration Venting

NFPA 69:
Explosion Prevention Systems

NFPA 484:
Combustible Metals

NFPA 655:
Prevention of Sulfur Fires and Explosions

NFPA 664:
Prevention of Fires and Explosions in Wood Processing and Woodworking Facilities

DUST HAZARD ANALYSIS

CCI licensed Fire Protection Engineers and Certified Safety Professionals have extensive experience in identifying and reducing hazards from combustible dust in facilities and operations that manufacture, process, blend, convey, repackage, generate or handle combustible dusts or combustible particulate solids.

CCI DUST HAZARD ANALYSIS SERVICES COULD INCLUDE:

- Survey an existing site to determine locations where combustible dusts are generated or are present as part of the manufacturing process.
- Identify possible hazards in the existing process related to heat generation, electrical equipment and dust collection systems for use in preparing a Dust Hazard Analysis (DHA) for the new facility.
- Collect samples of dusts in the areas where potential hazards are identified.
- If historical or published data is unavailable for a specific material, the dust samples will be tested by a third party to determine if the sample(s) are classified as a combustible dust via ASTM E1226 – Standard Test Method for Explosibility of Dust Clouds. This is commonly referred to as the “GO / No-Go” screening.
- If any of the samples are determined to be combustible dusts, the samples are further tested to determine the following explosive characteristics.
    - Maximum Explosion Overpressure (Pmax)
    - Normalized Rate of Pressure Rise of a Combustible Dust (KSt)
    - Minimum Explosible Concentration (MEC) per ASTM E1515
    - Limiting Oxygen Concentration (LOC) per ASTM E2931
    - Minimum Ignition Energy (MIE) per ASTM E2019
    - Minimum Autoignition Temperature of a Dust Cloud (MIT) per ASTM E1491
    - Autoignition Temperature of a Dust Layer (LIT) per ASTM E2021
- Review and evaluate existing housekeeping procedures and, if needed, provide recommendations for improvements.
- Preparation of a comprehensive DHA in accordance with NFPA 652 which can then be submitted to the Authority Having Jurisdiction for review and approval.

In accordance with NFPA 652, existing processes must have a Dust Hazard Analysis completed by September 7, 2020. The Dust Hazard Analysis must be updated every 5 years, or when the process is modified.

SERVICES:

Site visit for existing building conditions

Commodity Classification

Hazardous Materials Analysis

Fire Sprinkler Design or Consultation

Shelf / Rack / Solid Pile Storage Arrangement

Transverse & Longitudinal Flue Spaces

Aisle Widths

Fire Department Access Doors

Smoke & Heat Removal Vents

Travel Distance

HIGH PILED STORAGE ANALYSIS

CCI's licensed fire protection engineers provide High-Piled Storage (HPS) analysis along with detailed drawings identifying commodity classification, fixtures, location, heights and local requirements. The location and area limits of storage in plan and elevation view clearly depict the requirements of HPS. This service, together with sprinkler design and modeling, can reduce construction costs while maintaining life safety.

CCI works with the client to understand their retailing, facility materials handling, or storage needs and provide options for sprinkler design and other requirements such as: smoke and heat vents, fire department access doors, travel distance and draft curtains.

Our specialized engineering expertise enables CCI to evaluate the array of a client's commodities and correctly classify them in accordance with the applicable building/fire codes and National Fire Protection Association design standards.

In addition, details are provided for shelving and rack configurations: depth, length, aisle spacing, flues, and sprinkler criteria.

Our comprehensive approach provides the following benefits for our clients' projects:

- Clear definition and delineation of the commodity classification of all products.
- Identification of building and fire code requirements for high-piled storage facilities.
- Concise and comprehensible comparative options permitted under the code with recommendations.
- Detailed documentation for submission and approval by the Authorities Having Jurisdiction to gain building and fire permits.

Contact CCI today to provide a detailed scope and fee for High-Piled Storage analysis for site specific or building program applications.

High-piled storage requirements can disrupt, new or existing building conditions with costly overruns not anticipated. CCI can help navigate and minimize maintain a safe environment for the end user and professional emergency responders.

SERVICES INCLUDE:

Solution-Based Consultation

Full SOC LSA

Partial SOC LSA

Life Safety Drawings

Mock Survey

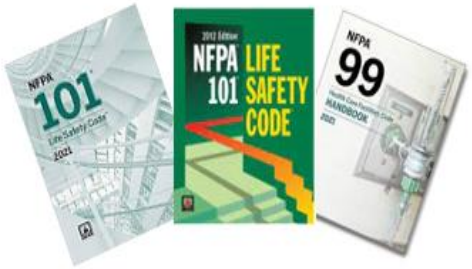
Document Review

Training / Education

Fire Door Inspections

Firestop Inspections

Customized Services



HEALTH CARE FACILITY – LIFE SAFETY SERVICES

The health care industry is heavily regulated through the many codes and standards enforced by a multitude of authorities having jurisdiction. Continuous compliance and preparation for hospital accreditation activities requires an expert team. CCI has dedicated staff with extensive knowledge and experience that specializes in providing a multitude of services for Health Care facilities. For more than 40 years, CCI has provided healthcare consultation services and has been integral in the development of the NFPA 101, Life Safety Code requirements for Health Care facilities. Our professional staff's working knowledge of the accreditation process, code requirements, and intent gives CCI the background and expertise to identify issues and recommend effective solutions that help health care facilities achieve compliance. CCI has used this expertise to provide services for hundreds of health care facilities across the country.

Fire Protection & Life Safety Expertise

Health Care facilities create challenges that require an experienced and dedicated team. CCI is that experienced and dedication team of experts. Whether maintaining your Life Safety Drawings, preparing for your accreditation survey, or needing assistance developing a solution to your plan of correction, CCI will customize a service for you.

NFPA 101 Life Safety Code Technical Committees

CCI staff are members of multiple National Fire Protection Association (NFPA) committees relevant to Health Care facilities, including the NFPA 101 Technical Committees on:

- Health Care Occupancies (Chapters 18 & 19)
- Ambulatory Health Care Occupancies (Chapters 20 & 21)
- Assembly Occupancies (Chapters 12 & 13)
- Business Occupancies (Chapters 38 & 39)

Experience and Relationships

CCI has extensive experience in working with The Centers for Medicare and Medicaid Services (CMS), The Joint Commission (TJC) and other accrediting organizations, the National Fire Protection Association (NFPA), State Health Departments, and Local Jurisdictions. This experience comes from decades of working on hundreds of Health Care facility projects, both existing facilities and new design projects, as well as participation on the NFPA 101 Technical Committees.

This gives CCI a direct line of communication with health care organizations, which enables CCI to discuss specific code compliance related items openly and effectively.

At CCI we understand that meeting the prescriptive requirements of the codes and standards is sometimes challenging. CCI's solution-based, forward-thinking team is here to address these challenges through alternate approaches that meet or exceed the intent of the requirements. Whether a Traditional Equivalency, a State Variance, or a CMS Waiver, CCI will lead you through the development and submission of your alternate approach and accompany you through the process to approval.

SURVEYS INCLUDE VERIFICATION OF:

Construction type

Smoke/fire rated walls

Protection of wall/floor openings and penetrations

Corridor construction, including doors, vision panels, storage alcoves and remote nursing stations

Suite locations and design

Means of egress compliance

Fire alarm device locations

Standpipe outlet locations

Smoke detection coverage

Manual pull station locations

Exit signage

Sprinklered vs. non-sprinklered areas

Hazardous areas

Interior finish requirements

Atrium design and smoke control systems

Fire extinguisher locations

HEALTH CARE FACILITY STATEMENT OF CONDITIONS LIFE SAFETY ASSESSMENT SERVICES (SOC)

Health Care facilities are especially unique. From the challenges associated with the very specific and detailed code requirements, the many codes and standards involved, the multiple authorities having jurisdiction and the required accreditation surveys, Health Care facilities and projects require an experienced and dedicated team. The CCI team possesses that experience and dedication.

Dedicated Staff and SOC LSA Experience

Health Care facilities create challenges that require an experienced and dedicated team. CCI is that experienced and dedication team of experts. Whether maintaining your Life Safety Drawings, preparing for your accreditation survey, or needing assistance developing a solution to your plan of correction, CCI will customize a service for you.

NFPA 101 Life Safety Code Technical Committees Memberships

CCI Principals are members of multiple National Fire Protection Association (NFPA) committees relevant to Health Care facilities, including the NFPA 101 Technical Committees on:

- Health Care Occupancies (Chapters 18 & 19)
- Ambulatory Health Care Occupancies (Chapters 20 & 21)
- Assembly Occupancies (Chapters 12 & 13)
- Business Occupancies (Chapters 38 & 39)

For more than 35 years CCI has been integral in the development of the NFPA 101 requirements for Health Care facilities. Our professional staff's working knowledge of the code change process, code requirements and intent gives CCI the background and experience to identify project issues and recommend effective solutions, including the development of equivalency concepts.

CMS, TJC and NFPA Experience and Relationships

CCI has extensive experience in working with The Centers for Medicare and Medicaid Services (CMS), The Joint Commission (TJC) and other accrediting organizations, the National Fire Protection Association (NFPA), State Health Departments, and Local Jurisdictions. This experience comes from decades of working on hundreds of Health Care facility projects, both existing facilities and new design projects, as well as participation on the NFPA 101 Technical Committees.

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CREDENTIALS AND EXPERTISE:

Plan Reviews

Licensed Professional Engineers
in 50 States, the District of Columbia, Puerto Rico and 6 Canadian Provinces

Registered Architects

International Code Council Certified Accessibility Inspectors/Plan Examiners

NFPA Certified Fire Protection Specialists

NICET Certified Engineering Technicians

USGBC LEED Accredited Professionals

LITIGATION SUPPORT

CCI's litigation support services benefit from 40+ years of code consultation and engineering design work on a wide variety of projects. CCI's Principals and staff include Registered Fire Protection Engineers, Registered Electrical Engineers, Registered Architects, Certified Building Officials, and Certified Safety Professionals whose experience in developing building and fire codes and applying them to projects provides a significant advantage as expert witnesses.

CCI actively participates in the development of model codes and standards used throughout the country. CCI's engineers are members of numerous National Fire Protection Association (NFPA) Technical Committees.

CCI is also active in the International Code Council's code development process through participation in developing code changes and membership on the ICC's Fire Code Committee. CCI was equally active in code making organizations preceding the ICC that developed documents such as, the BOCA National Building Code, the ICBO Uniform Building Code, and the SBCCI Southern Standard Building Code.

CCI's 40+ years of experience in both developing and applying codes allows it to not only determine the literal meaning of a code provision, but to know the history and intent of the code. CCI maintains an extensive library of contemporary and historical construction codes, allowing CCI to research the exact requirements for a building at the time of construction, currently, and at any critical time in between.

CCI's ENGINEERS & CONSULTANTS ARE AVAILABLE TO PROVIDE THE FOLLOWING SERVICES TO THE LEGAL COMMUNITY ON BEHALF OF ARCHITECTS, DEVELOPERS, AND OWNERS :

- Clear and concise review comments directly on construction documents.
- Analysis of building and fire code compliance.
- Interpretations of building and fire code provisions to determine the intent of a requirement.
- Fire alarm and automatic sprinkler system design evaluation to determine compliance with applicable codes and standards.
- Determination of fire protection system performance during a fire and evaluation of false activation and damages.
- Computer fire modeling and fire reconstruction to analyze the effects of a fire and the response of fire protection devices.
- ADA review and analysis for deficiencies and Department of Justice complaints.

From background research to expert testimony at trial, CCI's experience and expertise provides an unmatched advantage to our clients.

Company Overview

LBG AECOM Imagine it. Delivered.

Leeding Builders Group, an AECOM Company ("LBG") is a company founded on tradition and experience that is recognized as a leader in the open shop construction industry. The company has been built on core values and a history of delivering successful projects, we offer a team with unrivaled construction management experience with a network of experts. Our team is unique within the marketplace today – united by a common goal: to solve our clients' most complex challenges and delivering personalized, quality-driven construction services, beginning in the strategic planning phase and ending with the successful turnover of completed projects.

In 2015, LBG joined AECOM, the world's premier infrastructure consulting firm. As a wholly owned subsidiary of AECOM, the company benefits from being a part of a truly innovative organization with 54,000 technical professionals working in numerous countries around the world.

AECOM provides professional services throughput the project life cycle – from planning, design and engineering to program and construction management . A Fortune 500 firm, AECOM had revenue of approximately $13 billion during fiscal year 2020. AECOM ranks as the #3 contractor and #2 design firm by revenue on ENR's annual industry rankings. AECOM is also listed as one of Fortune magazine's World's Most Admired Companies.

AECOM is a publicly traded company on the New York Stock Exchange (trading symbol "ACM"). Financial data and other publicly available information regarding AECOM may be accessed on the Securities and Exchange Commission website www.sec.gov or at the AECOM Investors page at http://investors.aecom.com/. LBG is a part of AECOM's Construction Management group. This group deploys industry leading technologies, lean construction methodologies, and innovative jobsite safety approaches to yield optimal results.

It serves as trusted partners to the world's most visionary owners, developers and infrastructure providers to deliver the most complex assignments. From super-tall skyscrapers and iconic stadiums to cutting-edge healthcare facilities and critical infrastructure, together, we build the projects that define communities. LBG has a global network of experts from different disciplines and backgrounds that can offer resources and support as needed.

Valuable Resources The quality and experience of the people that make up the LBG organization are the company's most valuable resources and key element to its success. Our People are individuals who are the very best in their respective fields, possessing the expertise, dedication, and motivation to lead this project to a successful conclusion. Our staff members are professionals trained in engineering, project management, estimating, scheduling, and field supervision, backed by a well-organized and dependable support staff.

Another valuable and essential resource is the relationships that LBG has with a large variety of subcontractors. A core value to our business is building long-term relationships, and as a result, LBG is well-respected by the top subcontractors and suppliers performing work in the New York City area. Such relationships provide for competitive pricing and smooth coordination in the field to ensure the overall success of the project.

Summary LBG offers a team that combines unrivaled construction management experience with a global network of experts which, together, present a highly qualified team for the residential projects in the greater New York City Area.

Highlights:

Fortune
World's Most Admired Companies 2020

ENR
No. 3, Top 400 Contractors

National Safety Council (NSC)
Received a record 360 awards across our DCS, CS and MS Segments

Exhibit G

Façade MD – Façade Condition Report December 2, 2021

FACADEMD
Architecture
and Engineering

362 Fifth Avenue
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(212) 560-9746 fax
www.FacadeMD.com

November 16, 2021 Amended December 2, 2021

NYC DOB

Re: 165 West 86th Street, New York, NY 10024
C-Construction Violation # 21-01507

To Whom It May Concern:

INTRODUCTION:

- Façade MD has been hired by the West Park Presbyterian Church to observe the façade and roofs from close range and develop a list of façade repair quantities, for an estimator to provide a cost to repair the exterior of the church and adjacent chapel. Block 1,217, Lot 1. Our limited scope of work includes the observation of the exterior façade and roofs via lift, to quantify possible repairs to the exterior. No destructive testing has been performed and no interior observations or structural opinions are part of this scope, nor is any responsibility for site safety.
- We understand that a sidewalk bridge has been installed along the Amsterdam and 86th Street sidewalks for several decades and we have been informed that the current sidewalk bridge system was installed within the past year.
- The exterior was landmarked as an individual exterior landmark on 1/12/2010 (LP-2338).
- The chapel at the eastern end of the site was originally designed by Leopold Eidiltz and constructed between 1883 and 85 with a brick facade. A church was added to the west of the chapel, with a red sandstone and rock faced brownstone, with brick backup at the street elevations and brick at the rear elevations, in 1890, which as designed by Henry Kilburn. The chapel façade was changed to sandstone and brownstone at that time.

FINDINGS:

- Façade MD visited the site on November 9th, 10th and 11th and reviewed the façade and roofs from the basket of a lift. We reviewed the south façade of the chapel and noted that there is an ornamental sandstone, located at the top of the of the façade, at the end of the roof ridge beam, which is cracked and spalled. The stone is approximately 2' wide, 2' deep and 36" tall.

Stone is cracked and spalled

Closeup of crack that goes completely through the stone.

- On Wednesday, November 10th, I contacted the Façades Unit of NYC DOB (Eugene Krenitsyn) with Roger Leaf, Chair of the West Park Administrative Commission, of the West Park Presbyterian Church.
- Mr. Krenitsyn directed me to call 311 and report the situation, then file a FISP3 Unsafe Conditions form.
- I called 311 and was directed to 911, and reported the conditions.
- This led to dispatch of NYFD and NYPD to the site.
- FDNY called my partner Mark Anderson down from the boom lift.
- Mark discussed the situation with the FDNY captain, that shed is in place and extent and severity of conditions is under investigation.
- FDNY blocked off the adjacent sidewalks on 86th Street and Amsterdam Avenue, as well as the parking lane on West 86th St, and allowed Mark to resume boom lift examination on the facade.
- I called Mr. Krenitsyn to follow up (NYC DOB system will not allow submission of FISP3 form when building is not taller than 6 stories).
- Mr. Krenitsyn stated 311/911 call resulted in official complaint 1586493, already posted on NYC DOB BIS online system.

Façade MD continued to observe the façade of the tower, church and chapel, which concluded on Thursday, November 11th in compliance with our contract with the church. Several other items of concern were noted on the façade. Many stone spalls, cracks, mortar deterioration and deteriorated windows were noted. The extent of deterioration of each condition is not known, as no removal or testing was included in our scope of work. As mentioned earlier, a sidewalk bridge is in place, and we assume the reason is due to some of the noted conditions below. The following deficiencies are typical and represent only a sample of the types of conditions present on the masonry façade and windows. Please see photographs below.

South Chapel- Spalled Stone Ornament

South Chapel – Spalled Stone Ornament

South Church – Spalled stone at ridge beam.

South Church - Spalled stone and patches.

West Church – Spalled stone at window.

West Church – Stained glass window compromised.

West Church - Spalled stone and patches.

West Church - Spalled and detached stone.

South Tower – Spalled Stone

South Tower – Deteriorated Leaded Window

South Tower - Spall Stone at Sill

Stone Tower – Spalled Stone

West Tower – Spalled Stone and Patches

West Tower- Spalled and Deteriorated Stone

West Tower – Cracked and Spalled Column Stones

North Tower – Window Deteriorated

North Tower – Spalled Stones

East Tower – Spalled Column Stones

East Tower – Spalled Stones

East Tower – Spalled Stones and Broken Windows

CONCLUSION: As directed by Xhevdet Celo, PE of the Forensic Engineering Department of NYC DOB, we offer this statement in conclusion.

Many of the conditions noted on the façade through our observations are unsafe. We advise the owner to assemble an appropriate professional team to direct a contractor to remove loose or unsafe materials from the façade, stabilize the remaining masonry and other façade elements, obtain any necessary work permits from NYC DOB and other regulatory parties and perform repairs to make the façade safe.

Very truly yours,

12/02/2021

Richard W. Lefever, PE
President

Exhibit H

Façade MD – Scope of Work for Façade and Roof Repair December 13, 2021

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December 13, 2021

FacadeMD reviewed the façade of 165 West 86th Street from close range at the street elevations with the use of a lift on November 9th, 10th and 11th of 2021.

Exterior related repairs are as follows:

Chapel Façade, Roof and Windows

Chapel – Façade - South Elevation

This façade faces 86th Street – Sandstone with brick back-up

Repair	Unit	Total	Notes
Repoint Stone Mortar	LF	300	
Remove Loose Stone Surface Fragments	SF	40	
Replace Stone Small	One Unit Up to 1 SF	0	
Replace Stone Medium	One Unit 1 SF to 3 SF	100	
Replace Stone Large	One Unit 3 SF to 10 SF		
Replace 3D Stone	More than 2 Sides Exposed – Greater than 2 Cu Ft but not more than 12 Cu Ft	15	Sills and free standing elements

Chapel – Façade - North Elevation

This façade faces the north back yard and is a solid brick wall

Repair	Unit	Total	Notes
Repoint Brick Mortar	SF	400	
Face Brick	SF	40	

Chapel – Façade - West Elevation – North End

This façade faces the west back yard and is a solid brick wall

Repair	Unit	Total	Notes
Repoint Brick Mortar	SF	60	
Reseal Coping Cross Jts	LF	30	
Replace Leader Pipe	LF	40	

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Chapel - Roof

The northern end of the chapel roof has recently been replaced with new asphalt shingles. The north side of the southern attic has recently replaced slate. The other three sides of the attic roof have original chapman ribbon slate. Many of the slates are missing or smeared over with tar, which often contains asbestos.

Repair	Unit	Total	Notes
Replace Slate Tile	EA	125	
Replace Copper Valleys	LF	24	
Replace Copper Ridge	LF	10	
Replace 2 Copper Skylights within Slate Roof	Each at 50 SF Each	2	

Chapel - Windows – South Elevation – 86th Street

There is a mixture of wood double hung windows with clear glass and leaded glass in wood fixed lite frames and operable windows, with protective glazing on the exterior on this elevation.

Attic Windows – Wood Double Hungs

Window Type	Square Footage	No Units	Total	Notes
Wood Double Hung	2'x4'=8 SF	2	16 SF	
Repair	**Unit**	**Total**		**Notes**
Repair wood frame	LF	8		
Reglaze Panes	SF	14		
Paint Frame and Sash In & Out	SF	16		
Seal Perimeter In & Out	LF	48		

FACADEMD Architecture and Engineering
362 Fifth Avenue
11th Floor
New York, NY 10001
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(212) 560-9746 fax
www.FacadeMD.com

Center Windows – Wood Frame with Stained Glass within the Sash, some of which open. Protective glass at exterior.

Window Type	**Square Footage**	**No Units**	**Total**	**Notes**
Stained Glass	4'-6" x 15' = 67.5 SF	2	135 SF	Curved Tops with Protective Glass at Exterior
Stained Glass	5' x 17' = 85 SF	1	85 SF	Curved Tops
Repair	**Unit**	**Total**		**Notes**
Repair wood frame	LF	75		
Replace Lead, Reglaze Panes and Reset into Wood Frames	SF	220		
Paint Wood Frame In & Out	LF	750		
Seal Perimeter In & Out	LF	270		
Replace Protective Glass	SF	220		

Lower Level – Wood Frame with Stained Glass within the Sash. Protective glass at exterior.

Window Type	**Square Footage**	**No Units**	**Total**	**Notes**
Stained Glass	2'x2' = 4 SF	6	24 SF	Protective Glass at Exterior
Repair	**Unit**	**Total**		**Notes**
Repair wood frame	LF	8		
Replace Lead, Reglaze Panes and Reset into Wood Frames	SF	24		
Paint Wood Frame In & Out	LF	50		
Seal Perimeter In & Out	LF	100		
Replace Protective Glass	SF	24		

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Chapel - Windows – North Elevation – Back Yard

There is a mixture of wood double hung windows with clear glass and leaded glass in wood fixed lite frames and operable windows, on this elevation.

Top Windows – Wood Double Hungs

Window Type	**Square Footage**	**No Units**	**Total**	**Notes**
Wood Double Hung	4'x8'=32 SF	6	200 SF	
Repair	**Unit**	**Total**		**Notes**
Repair wood frame	LF	72		
Repair wood Sash	LF	60		
Reglaze Panes	SF	200		
Paint Frame and Sash In & Out	LF	475		
Seal Perimeter In & Out	LF	430		

Center Windows – Wood Frame with two sets of double hung windows with leaded glass panes.

Window Type	**Square Footage**	**No Units**	**Total**	**Notes**
Leaded Glass Double Hund	4'x8'=32 SF	12	400 SF	
Wood Spandrels	4'x4'=16 SF	6	96 SF	
Repair	**Unit**	**Total**		**Notes**
Repair wood frame	LF	150		
Restore Wood Sash – Replacing some pieces	EA	24		All 24 sashes
Regalze with new glass	SF	192		All upper sashes
Replace Lead and Reglaze with Existing Glass	SF	192		All lower sashes
Paint Wood Frame In & Out	LF	800		
Seal Perimeter In & Out	LF	576		

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Lower Windows – Wood Frame with fixed lite leaded glass panes. Curved top.

Window Type	**Square Footage**	**No Units**	**Total**	**Notes**
Leaded Glass Fixed Lites	4''x5'=20 SF	10	200 SF	
Leaded Glass Fixed lites with Curved Top	4'x4'=16 SF	5	80 SF	
Wood Double Hung With Fixed Lite	3'x12'=36 SF	1	36 SF	
Repair	**Unit**	**Total**		**Notes**
Repair wood frame	LF	55		
Restore Wood Sash – Replacing some pieces	LF	30		
Recreate Fixed Lite Sash Perimeters	EA	6		
Install New Leaded Glass	EA	3		Missing Sashes
Replace Lead and Reglaze with Existing Glass	SF	180		Existing Sashes
Paint Wood Frame In & Out	LF	450		
Seal Perimeter In & Out	LF	450		

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Basement Windows – Wood Double Hungs with a curved top

Window Type	**Square Footage**	**No Units**	**Total**	**Notes**
Wood Double Hung	2'x4'=8 SF	2	16 SF	
Repair	**Unit**	**Total**		**Notes**
Repair wood frame	LF	20		
Reglaze Panes	SF	14		
Install new glass	SF	16		
Paint Frame and Sash In & Out	LF	80		
Seal Perimeter In & Out	LF	80		

Chapel - Windows – West Elevation at North– Back Yard

There are two wood double hung windows with clear glass and curved tops on this elevation.

Middle and Lower Levels – Wood Double Hungs with a curved top

Window Type	**Square Footage**	**No Units**	**Total**	**Notes**
Wood Double Hung	3'x12'=36 SF	2	72 SF	
Repair	**Unit**	**Total**		**Notes**
Repair wood frame	LF	8		
Reglaze Panes	SF	96		
Paint Frame and Sash In & Out	LF	180		
Seal Perimeter In & Out	LF	128		

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Sanctuary Façade, Windows and Roof

Sanctuary - South Elevation

This façade faces 86th Street – Sandstone with brick back-up. Excludes the tower portion at the corner. Includes west return above roof at center of south entrance.

Repair	Unit	Total	Notes
Repoint Stone Mortar	LF	300	
Remove Loose Stone Surface Fragments	SF	20	
Replace Stone Small	One Unit Up to 1 SF	70	
Replace Stone Medium	One Unit 1 SF to 3 SF	150	
Replace Stone Large	One Unit 3 SF to 10 SF	4	
Replace 3D Stone	More than 2 Sides Exposed – Greater than 2 Cu Ft but not more than 12 Cu Ft	3	Sills and free standing elements

Sanctuary - West Elevation

This façade faces Amsterdam Avenue – Sandstone with brick back-up. Excludes the tower portion at the corner.

Repair	Unit	Total	Notes
Repoint Stone Mortar	LF	300	
Remove Loose Stone Surface Fragments	SF		
Replace Stone Small	One Unit Up to 1 SF	29	
Replace Stone Medium	One Unit 1 SF to 3 SF	218	
Replace Stone Large	One Unit 3 SF to 10 SF	34	
Replace 3D Stone	More than 2 Sides Exposed – Greater than 2 Cu Ft but not more than 12 Cu Ft	1	Sills and free standing elements

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Sanctuary North Elevation, North at East Return and Chimney above East End of Roof

This façade faces the north back yard and is a solid brick wall

Repair	Unit	Total	Notes
Repoint Brick Mortar	SF	160	
Replace Coping Cross Joints	LF	70	
Replace Stone Medium at Chimney	EA	50	
Scrape and Paint Chimney Hood	SF	100	
Repoint Mortar At Chimney	SF	100	
Replace Brick Parapet	LF	25	Believed to be a 3 wythe brick wall which is bulging out several inches above the large round window.

Sanctuary Roof

This Roof is over the large sanctuary and has dormers on the south side, and is covered in deteriorated asphalt shingles. There is a small flat gutter roof at the north end. A terra cotta tile roof (tiles are ½"x6"x12") is located on the top of the center turret on the south elevation, over the entrance.

Repair	Unit	Total	Notes
Replace Asphalt Shingle Roof	SF	7,000	
Replace Gutter at South side	LF	300	
Replace Leader Pipes	LF	30	
Replace Terra Cotta Tiles Above South Stair	EA	50	
Replace Copper Ridge Above South Stair	LF	50	

Sanctuary - Windows – South Elevation – 86th Street

There is a mixture of wood double hung windows with clear glass and leaded glass in wood fixed lite frames and operable windows, with protective glazing on the exterior on this elevation.

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Attic Windows – Wood Double Hungs

Window Type	**Square Footage**	**No Units**	**Total**	**Notes**
Wood Double Hung	1.5'x4'=8 SF	1	8SF	Curved Top
Wood 2 Sash Fixed Lite	3'x5'=15 SF	**2**	30 SF	Windows on Roof in Attic
Repair	**Unit**	**Total**		**Notes**
Repair wood frame	LF	16		
Reglaze Panes	SF	30		
Paint Frame and Sash In & Out	LF	110		
Seal Perimeter In & Out	LF	90		

Center Windows - Wood Frame with Stained Glass within the Sash. Protective glass at exterior.

Window Type	**Square Footage**	**No Units**	**Total**	**Notes**
Stained Glass	2'-6" x 9' = 22.5 SF	4	90 SF	Curved Tops with Protective Glass at Exterior
Stained Glass	6" Dia = .7 SF	9	6 SF	Tiny Circle Windows Within 14' Circle Opening - with Protective Glass at Exterior
Stained Glass	2' Dia = 3 SF	9	27 SF	Smaller Circle Windows Within 14' Circle Opening - with Protective Glass at Exterior
Stained Glass	9' Dia = 64 SF	1	85 SF	Smaller Circle Windows Within 14' Circle Opening - with Protective Glass at Exterior
Repair	**Unit**	**Total**		**Notes**
Repair wood frame and Infill at Large Round Window	SF	15		
Replace Lead, Reglaze Panes and Reset into Wood Frames	SF	320		
Paint Wood Frame In & Out	LF	600		
Seal Perimeter In & Out	LF	600		
Replace Protective Glass	SF	220		Large Window will Require and Engineered Support

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Lower Level – Wood Frame with Stained Glass within the Sash. Protective glass at exterior.

Window Type	**Square Footage**	**No Units**	**Total**	**Notes**
Stained Glass	1'-6"x5' = 7.5 SF	5	37.5 SF	Protective Glass at Exterior
Stained Glass	2'-6"x5' = 12.5 SF	4	50 SF	Protective Glass at Exterior
Repair	**Unit**	**Total**		**Notes**
Repair wood frame	LF	16		
Replace Lead, Reglaze Panes and Reset into Wood Frames	SF	87.5		
Paint Wood Frame In & Out	LF	700		
Seal Perimeter In & Out	LF	650		
Replace Protective Glass	SF	87.5		

Sanctuary - Windows – West Elevation – Amsterdam Avenue

There is a mixture of wood double hung windows with clear glass and leaded glass in wood fixed lite frames and operable windows, with protective glazing on the exterior on this elevation.

Attic Windows – Wood Double Hungs

Window Type	**Square Footage**	**No Units**	**Total**	**Notes**
Wood Double Hung	2'x4'=8 SF	2	16 SF	Curved Tops
Stained Glass	2'-6" x 7' = 17.5 SF	2	35 SF	Curved Tops
Repair	**Unit**	**Total**		**Notes**
Repair wood frame	LF	14		
Reglaze Panes	SF	50		
Paint Frame and Sash In & Out	LF	120		
Seal Perimeter In & Out	LF	120		

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Center Windows – Wood Frame with Stained Glass within the Sash, some of which open. Protective glass at exterior.

Window Type	**Square Footage**	**No Units**	**Total**	**Notes**
Stained Glass	5'-6" x 20' = 110 SF	2	220 SF	Curved Tops with Protective Glass at Exterior
Stained Glass	7' x 22' = 154 SF	1	154 SF	Curved Tops
Wood Double Hung	2'x4'=8 SF	2	16 SF	
Repair	**Unit**	**Total**		**Notes**
Repair wood frame	LF	90		
Replace Lead, Reglaze Panes and Reset into Wood Frames	SF	390		
Paint Wood Frame In & Out	LF	900		
Seal Perimeter In & Out	LF	350		
Replace Protective Glass	SF	354		Only at Large Curved Top Windows

Lower Level – Wood Frame with Stained Glass within the Sash. Protective glass at exterior.

Window Type	**Square Footage**	**No Units**	**Total**	**Notes**
Stained Glass	1'x5' = 5 SF	2	10 SF	
Stained Glass	5'-6" Fan Lite	2	24 SF	Half Circle Above Doors
Stained Glass	7' Fan Lite	1	14 SF	Half Circle Above Doors
Repair	**Unit**	**Total**		**Notes**
Repair wood frame	LF	20		
Replace Lead, Reglaze Panes and Reset into Wood Frames	SF	50		
Paint Wood Frame In & Out	LF	90		
Seal Perimeter In & Out	LF	90		
Replace Protective Glass	SF	50		

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Sanctuary - Windows –North Elevation– Back Yard

There are two wood double hung windows with clear glass and curved tops on this elevation.

Middle and Lower Levels – Wood Double Hungs with a curved top at eastern end

Window Type	**Square Footage**	**No Units**	**Total**	**Notes**
Wood Double Hung	3'x12'=36 SF	2	72 SF	
Repair	**Unit**	**Total**		**Notes**
Repair wood frame	LF	8		
Reglaze Panes	SF	96		
Paint Frame and Sash In & Out	LF	180		
Seal Perimeter In & Out	LF	128		

Center Windows - Wood Frame with Stained Glass within the Sash. Protective glass at exterior. Facade located on property line

Window Type	**Square Footage**	**No Units**	**Total**	**Notes**
Stained Glass	2'-6" x 9' = 22.5 SF	2	45 SF	Curved Tops with Protective Glass at Exterior
Stained Glass	6" Dia = .7 SF	9	6 SF	Tiny Circle Windows Within 14' Circle Opening - with Protective Glass at Exterior
Stained Glass	2' Dia = 3 SF	9	27 SF	Smaller Circle Windows Within 14' Circle Opening - with Protective Glass at Exterior
Stained Glass	9' Dia = 64 SF	1	85 SF	Smaller Circle Windows Within 14' Circle Opening - with Protective Glass at Exterior
Repair	**Unit**	**Total**		**Notes**
Repair wood frame and Infill at Large Round Window	SF	10		
Replace Lead, Reglaze Panes and Reset into Wood Frames	SF	163		
Paint Wood Frame In & Out	LF	400		

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Seal Perimeter In & Out	LF	500		
Replace Protective Glass	SF	135		Large Window will Require and Engineered Support

Lower Level – Wood Frame with Stained Glass within the Sash. Protective glass at exterior.

Window Type	**Square Footage**	**No Units**	**Total**	**Notes**
Stained Glass	1'-6"x5' = 7.5 SF	5	37.5 SF	Protective Glass at Exterior
Stained Glass	2'-6"x5' = 12.5 SF	2	25 SF	Protective Glass at Exterior
Repair	**Unit**	**Total**		**Notes**
Repair wood frame	LF	12		
Replace Lead, Reglaze Panes and Reset into Wood Frames	SF	62.5		
Paint Wood Frame In & Out	LF	550		
Seal Perimeter In & Out	LF	505		
Replace Protective Glass	SF	62.5		

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Tower Façade & Windows

Tower - South Elevation

This façade faces 86th Street from Sidewalk up to top – Sandstone with brick back-up.

Repair	Unit	Total	Notes
Repoint Stone Mortar	LF	400	
Remove Loose Stone Surface Fragments	SF		
Replace Stone Small	One Unit Up to 1 SF	25	
Replace Stone Medium	One Unit 1 SF to 3 SF	5	
Replace Stone Large	One Unit 3 SF to 10 SF	220	

Tower - West Elevation

This façade faces Amsterdam Avenue from sidewalk up to top – Sandstone with brick back-up.

Repair	Unit	Total	Notes
Repoint Stone Mortar	LF	300	
Remove Loose Stone Surface Fragments	SF	30	
Replace Stone Small	One Unit Up to 1 SF	0	
Replace Stone Medium	One Unit 1 SF to 3 SF	110	
Replace Stone Large	One Unit 3 SF to 10 SF	75	

Tower – North Elevation

This façade faces the main roof looking north along Amsterdam Avenue – It extends from the roof up to the top.

Repair	Unit	Total	Notes
Repoint Stone Mortar	LF	300	
Remove Loose Stone Surface Fragments	SF	20	
Replace Stone Small	One Unit Up to 1 SF	3	
Replace Stone Medium	One Unit 1 SF to 3 SF	130	
Replace Stone Large	One Unit 3 SF to 10 SF	42	

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Tower - East Elevation

This façade faces the main roof looking east along 86th Street – It extends from the roof up to the top.

Repair	Unit	Total	Notes
Repoint Stone Mortar	LF	300	
Remove Loose Stone Surface Fragments	SF	30	
Replace Stone Small	One Unit Up to 1 SF	0	
Replace Stone Medium	One Unit 1 SF to 3 SF	109	
Replace Stone Large	One Unit 3 SF to 10 SF	75	

Tower - Windows – South and West Elevations – Street Elevations

There is a mixture of louvers and clear glass and leaded glass in wood fixed lite, on this elevation.

Top Windows – Louvers

Window Type	Square Footage	No Units	Total	Notes
Aluminum Louvers In Wood Surround	2'-6"x9'=22.5 SF	6	135 SF	
Repair	**Unit**	**Total**		**Notes**
Repair wood frame	LF	90		
Paint Frame and Sash In & Out	LF	90		
Seal Perimeter In & Out	LF	75		

Center Windows – Wood Frame with Leaded Clear Glass in Wood Frames.

Window Type	Square Footage	No Units	Total	Notes
Leaded Glass Fixed Lites	2'-6"x30' = 75 SF	4	300 SF	Curved Tops
Repair	**Unit**	**Total**		**Notes**
Repair wood frame	LF	120		
Replace Lead, Reglaze Panes and Reset into Wood Frames	SF	300		Of this, replace glass at 100 SF

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Paint Wood Frame In & Out	LF	500		
Seal Perimeter In & Out	LF	500		

Lower – Wood Double Hungs & Fixed Lites

Window Type	**Square Footage**	**No Units**	**Total**	**Notes**
Wood Double Hung	2'x4'=8 SF	4	32 SF	
Stained Glass	1'x5' = 5 SF	2	10 SF	
Repair	**Unit**	**Total**		**Notes**
Repair wood frame	LF	16		
Reglaze Panes	SF	35		
Paint Frame and Sash In & Out	SF	30		
Seal Perimeter In & Out	LF	30		

<u>Tower - Windows – North and East Elevations – Above Sanctuary Roof</u>

There is a mixture of louvers and clear glass and leaded glass in wood fixed lite, on this elevation.

Top Windows – Louvers

Window Type	**Square Footage**	**No Units**	**Total**	**Notes**
Aluminum Louvers In Wood Surround	2'-6"x9'=22.5 SF	6	135 SF	
Repair	**Unit**	**Total**		**Notes**
Repair wood frame	LF	90		
Paint Frame and Sash In & Out	LF	90		
Seal Perimeter In & Out	LF	75		

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Center Windows – Wood Frame with Leaded Clear Glass in Wood Frames.

Window Type	**Square Footage**	**No Units**	**Total**	**Notes**
Leaded Glass Fixed Lites	2'-6"x25' = 62.5 SF	4	250 SF	Curved Tops
Repair	**Unit**	**Total**		**Notes**
Repair wood frame	LF	100		
Replace Lead, Reglaze Panes and Reset into Wood Frames	SF	250		Of this, replace glass at 100 SF
Paint Wood Frame In & Out	LF	450		
Seal Perimeter In & Out	LF	450		

Exhibit I

Severud – Structural Report November 16, 2021

Severud Associates
CONSULTING ENGINEERS P. C.

469 Seventh Avenue • New York, New York 10018 • (212) 986-3700

Edward M. DePaola
John A. Baranello, Jr.
Cawsie Jijina
Steven J. Najarian
Brian A. Falconer
Fortunato Orlando
J. Benjamin Alper

November 16, 2021

Re: #17072
Structural Observation Report
165 West 86th Street
New York, NY

Kenneth Horn
Alchemy Properties, Inc
800 Third Avenue, 22nd Floor
New York, NY

Dear Mr. Horn:

We visited the Church at the above listed address on October 13 and 20 and November 15, 2021 to perform a structural survey as per your request. We met with Church personnel who coordinated access throughout the building.

Scope

The purpose of the survey was to describe the existing building construction, its overall condition and to identify any structural deficiencies. The survey was limited to visual observations of accessible spaces only; no probing or destructive testing was performed. Areas of observation included the main sanctuary of the Church, including a crawlspace below the sanctuary floor which was partially accessible, a mezzanine that wraps the entire perimeter of the sanctuary and an attic above the sanctuary ceiling and below the roof. The attic and bell tower were accessed via hatches from the mezzanine. The floors, full cellar and attic of an adjoining three story building to the east of the sanctuary were also included in the survey, except for areas that are occupied by tenants. Most of the existing structural framing and bearing walls were concealed by finishes at the time of the survey, except for in the attic where most of the roof and ceiling support framing is exposed, and part of the crawlspace where some of the 1st Floor framing is exposed.

Facades were observed to a limited extent, as up-close access to the facades was only performed at the base. It is our understanding that an in-depth facade inspection is being performed by another facade inspector. The report from this inspection is pending, however photos from this inspection were provided and reviewed by us. In addition, we understand that another facade inspection was performed around ten years ago, and although the associated inspection report was not available for review, a budget for the resulting recommended facade repairs had been prepared at the time by a general contractor, which was also reviewed by us.

Building Description

The existing church, which was built in 1889-1890, is constructed of wood framing and brick bearing walls. The section of the building east of the sanctuary, commonly referred to as the rectory, which is used for offices, a gym and community/educational programming, is partially occupied. The exterior is

clad primarily in sandstone on the two street-facing sides and features various ornate stone features. A sidewalk bridge currently exists on these sides of the building. The other sides of the building are exposed brick bearing wall.

Floors consist of wood planks over wood joists spanning between brick walls and/or wood girders. The girders bear either on the brick walls or on timber columns which transition to brick piers at the cellar or crawlspace. The roof over the sanctuary is a gable-type with wood rafters that bear primarily on two wood trusses that span the length of the sanctuary. The bottom chords of these trusses are visible in the ceiling of the sanctuary but are covered in finishes, while the diagonals and top chord of the trusses are exposed and visible from the attic. The trusses bear directly on brick bearing walls.

The area under the sanctuary is a partial height crawlspace with no slab. A full-height cellar with a concrete slab on grade exists at the rectory, and partially extends beneath the main sanctuary section and transitions to the crawlspace. The timber columns transition to brick piers embedded in grade in the crawlspace.

Findings

1) A section of facade adjacent to 86th street, centered on the sanctuary space, was observed to be separated from the roof by up to 4". Water can flow freely through this gap into the church space within. In addition, wood joists supporting the sanctuary ceiling were also observed to be detached from this section of the wall. See Photos 1 and 2 below. This condition is concerning because the wall is not adequately braced against wind loads and the roof and sanctuary ceilings are not adequately supported.
Recommendation: Cordon off area adjacent to this wall within the sanctuary space and on the sidewalk/street. See attached plan for location. Brace the wall to the roof by adding stainless steel tie rods with backup plates and connect ceiling framing to the wall. Seal the gap between the roof and the wall. This condition is a public safety hazard and requires immediate attention.

2) Based on review of facade inspection photos and visual observations at the base of the Church, the sandstone facades exhibit deterioration in varying degrees from minor to severe. Areas of cracked, hollow sounding and delaminated stone surface were observed. See Photo 3 below. Large spalls, voids, pits and cracks were observed throughout. Some of the mortar joints were observed to have been repaired previously, and appear to be hard cement. Please note that this type of mortar differs from the lime-rich mortars that sandstone facades originally used, which are much more breathable and porous than conventional cement-based mortars. Therefore, the pointing that was done may be contributing to accelerated deterioration of the stone, since moisture tends to be trapped within the wall, increasing the likelihood of damage due to freeze-thaw cycles. These facade deficiencies constitute a public safety issue, as pieces of delaminated stone may become loose and fall.
Recommendation: Remove any loose and delaminated stone. Replace any deteriorated stone masonry units. Clean and repoint stone joints with flexible, breathable mortar, wherever cement mortar was used or wherever the existing mortar is loose or deteriorated. The provision of the sidewalk bridge is justified and must remain until the entire facade is restored.

3) Various through-cracks, areas of missing or deteriorated mortar, or signs of trapped moisture were observed at the exterior brick bearing walls at the north and east faces of the building. Signs of trapped moisture were observed from the inside face of the wall at the mezzanine of the sanctuary,

namely brown discolored finishes and bubbled or cracked plaster. At the rectory, two vertical cracks in the brick, approximately ten (10) feet long each and up to1/8" wide, were observed near the central window opening per Photo 4 below. It is estimated that such deterioration affects approximately 5 to 10 per cent of the overall surface area of the north and east walls.
Recommendation: Since the brick exterior walls also support the structural frame of the building, the noted deficiencies in the brick are a structural concern. Interior finishes should be removed to identify all such locations. Cracked and deteriorated sections of brick should be removed and replaced with new brick. Areas of missing or deteriorated mortar more than ½" deep should be power washed and pointed. The existing roof and mezzanine floors adjacent to these walls should be temporarily shored and braced during the restoration.

4) Various cracks and water discoloration on finishes were observed at the sanctuary ceiling or walls near or at the underside of existing wood trusses. These cracks occur at various locations along the span of the trusses, but they are particularly concentrated at the truss bearing ends. See Photo 5 below. The cracks indicate excessive deformation of the wood truss and/or excessive lateral movement or settlement in the brick bearing walls at the truss bearing points. These findings constitute a structural issue, since the trusses support a vast majority of the roof and sanctuary ceiling.
Recommendation: The bottom truss chords should be exposed by removing all finishes around them to determine locations and extents of splitting, rot and excessive deformation. The bearing walls near the truss bearing points should be exposed to determine the location and extent of wall deterioration. The bottom chord of the truss may be reinforced and stiffened by adding bolted steel plates. Steel brackets bolted to the brick support walls may be added to reinforce the bearing ends. The walls may be reinforced by adding strap plates and injecting cracks with adhesive sealant, or replacing deteriorated sections of the wall per item 3 above. Please note that in order to replace deteriorated sections of the bearing walls supporting the trusses, the trusses will require temporary shoring and bracing which will need to extend to the foundation.

5) At the east bearing end of the southernmost roof truss, the brick bearing wall has an approximately 20-foot-long wide vertical and stepped crack. See Photo 6 below. The crack is indicative of lateral movement of one section of the wall relative to the other, in the plane of the wall. On inspection of the condition at the top of the wall, no continuous horizontal member exists to restrain it against thrust from the roof rafters in the tributary section of roof adjacent to this wall.
Recommendation: A timber or steel tie rod should be introduced at the top of this wall, connecting to the roof rafters on each side, to restrain the wall and prevent the crack from opening up further. In addition, the crack should be filled solid with adhesive sealant.

6) A wood header and two joists supporting a stair and a portion of a storage room floor just north of the 86th Street entry vestibule were observed to be severely cracked and deformed. See Photo 7 below taken from the crawlspace below the sanctuary.
Recommendation: The existing floor should be shored, and the damaged header and joists should be replaced.

7) At the 86th street sidewalk, just west of the entryway, an existing vault covering with dimension approximately 8' x 4' was observed to be composed of plywood and small wood post without mechanical connection. See Photo 8 below.
Recommendation: The existing condition is inadequate and must be replaced by an engineered infill to safely support NYC code required loading for sidewalks.

8) A total of three voids in 12” existing brick bearing walls were observed in the cellar, with total area approximately 25 square feet. See Photo 9 below for two of the voids.
Recommendation: These voids should be filled solid with brick.

9) Cracks at the underside of the north-east egress stair landing at the 2nd floor were observed per Photo 10 below. These cracks indicate excessive deflection of the floor. Finishes should be removed for further inspection.
Recommendation: The condition may be repaired by stiffening the floor with additional wood framing.

10) The brick on all interior sides of the bell tower, which support the structure of the bell tower and also serve as backup to the sandstone facade, was observed to have areas of cracked, deteriorated or missing mortar. See photo 11 below. It is estimated that the condition affects approximately 25% of the surface area of the bell tower brick.
Recommendation: All areas of brick with missing or deteriorated mortar more than ½” deep shall be subject to power washing and pointing.

If you have any questions, comments or concerns, please do not hesitate to contact us.

Very truly yours,

Severud Associates

Muhammad Rahal, PE
Senior Associate

MTR/mmi

PHOTO 1: UNBRACED SECTION OF WALL

PHOTO 2: DETACHED WOOD FRAMING ADJACENT TO WALL

PHOTO 3: TYPICAL FACADE CONDITION

PHOTO 4: CRACKS IN BRICK EXTERIOR BEARING WALL

PHOTO 5: CRACKS AND DISCOLORATION NEAR BEARING END OF WOOD TRUSS

PHOTO 6: WIDE CRACK AT BRICK BEARING WALL EAST OF SANCTUARY

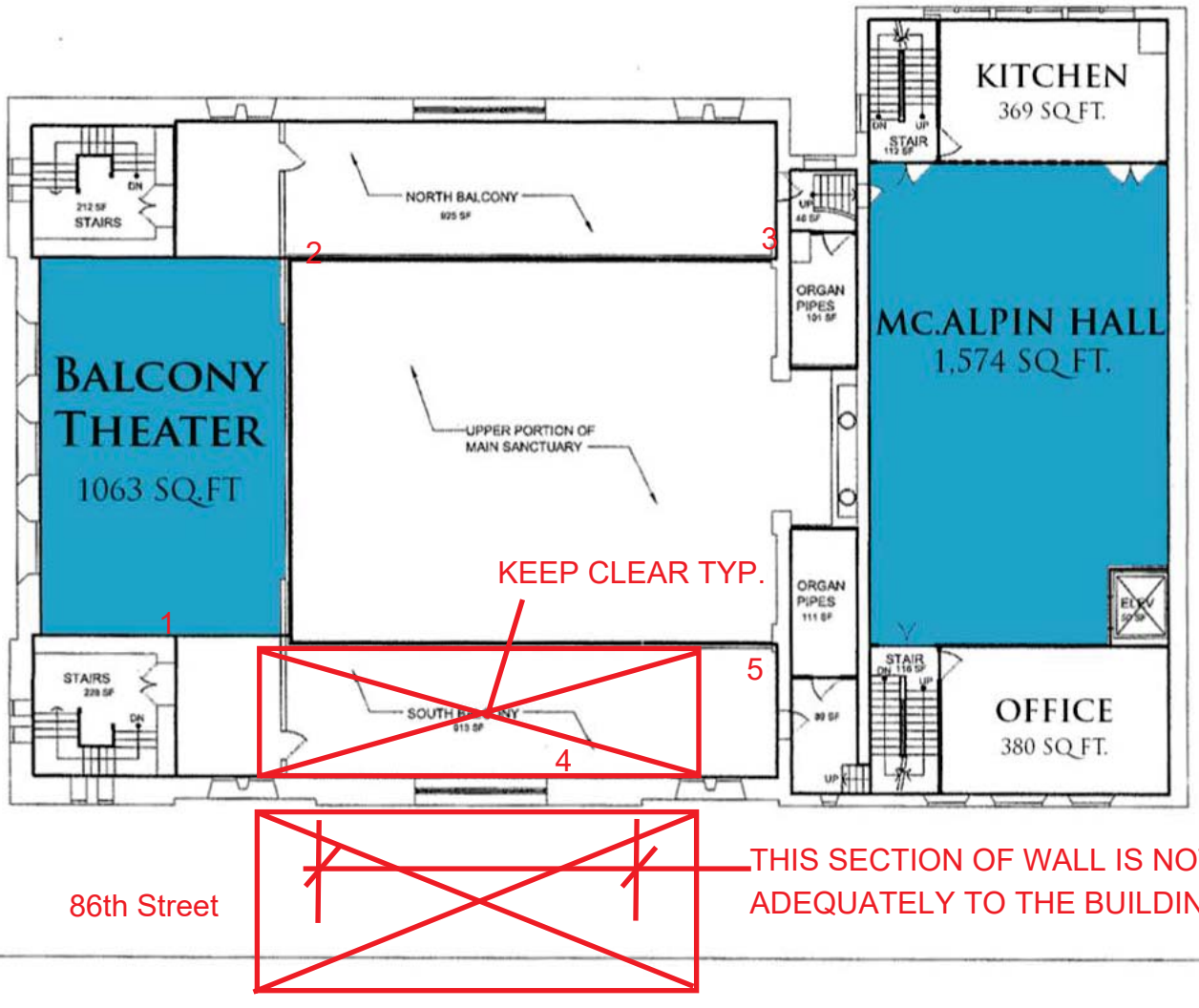
PHOTO 7: DAMAGED WOOD BEAM AND JOISTS UNDER ENRTY VESTIBULE

PHOTO 8: INADEQUATE SIDEWALK VAULT COVER SUPPORT

PHOTO 9: VOIDS IN BEARING WALL AT CELLAR

PHOTO 10: CRACKS AT STAIR LANDING UNDERSIDE

PHOTO 11: BELL TOWER BRICK REQUIRES POINTING



NOTE:
ALL DIMENSIONS & CONDITIONS SHOWN ARE
APPROXIMATE & ARE SUBJECT TO FIELD VERIFICATION

EXISTING SECOND FLOOR
Scale: 3/32" = 1'-0"

WEST PARK PRESBYTERIAN CHURCH
165 WEST 86TH ST.
NEW YORK, N.Y. 10024

Exhibit J

CCI – Fire & Life Safety Report December 9, 2021

Experts Responsive Solutions

- Fire Protection & Life Safety Consultation
- Fire & Egress Modeling
- ADA / FHA / Accessibility Consultation
- Fire Sprinkler Design & Consultation
- Fire Alarm Design & Consultation
- Low Voltage / ICT Design & Consultation
- Legal / Expert Witness

TO: Roger Leaf
West Park Admin. Commission
c/o The Presbytery of NYC
475 Riverside Drive, Suite 1270
New York, NY 10115

DATE: November 8, 2021
Revised – December 9, 2021

CC:

FROM: Elizabeth C. Pennacchio, PE
Kevin D. Morin, PE

RE: WEST PARK PRESBYTERIAN CHURCH – MANHATTAN, NY
FIRE PROTECTION & LIFE SAFETY EXISTING CONDITION SURVEY
PROJECT NO. 211323

MEMORANDUM

INTRODUCTION

As part of an existing conditions survey, CCI performed a visual fire protection and life safety and accessibility survey of the West Park Presbyterian Church (WPPC) located at 165 West 86th Street in Manhattan (Block 1217, Lot 1) on October 25, 2021. Per the WPPC website, the original chapel at this location was built in 1883 – 1885 by Leopold Eidlitz; however, the current chapel and façade was built in 1889 – 1890 by Henry Kilburn. In 2009 the Landmarks Preservation Commission designated the church as having a landmarked exterior.

The existing WPPC is three stories in height with the main sanctuary and chapel on the ground level and two levels above with offices and multipurpose rooms that are used for exercise and dance classes. The ground level has a main sanctuary exit that discharges to Amsterdam Avenue and a secondary exit that discharges from the rear of the sanctuary to West 86th Street. The WPPC also has a cellar that is primarily for church storage and mechanical equipment rooms; however, there are also dressing rooms with direct access to the rear of the sanctuary and chapel.

For nearly the entire lifetime of the building, the building was used as a religious institution. However, the building is no longer used by the West Park congregation for religious services. Since 2018, the entire building has been leased to The Center at West Park for use as a performance and arts space. It is our understanding that this change of use in the building has not been recorded with the Department of Buildings.

The intent of this memorandum is to document the existing fire protection and life safety conditions, and any conditions that do not meet NYC Building and Fire Codes. This memorandum may be used as part of feasibility and cost analysis for any future work at the WPPC site.

Certificate of Occupancy

The NYC Department of Buildings (DOB) Building Information System (BIS) does not have a certificate of occupancy for the existing WPPC building, which is common for existing buildings that were constructed prior to 1938.

Therefore, there is no available documentation related to the lawfully existing condition of the building, with respect to the construction type, height, area, occupancy classification (i.e. Public Building 1 – Churches), occupant load, or lawfully existing fire protection and life safety systems provided.

Since there is no available certificate of occupancy on the DOB Building Information System website, there is no document that documents the change in the building use from the original dominant use as a religious institution. The 1938 Building Code would designate the Performing Arts use as a Public Building 2; the Religious Institution would be designated as a Public Building 1 (26-254). This is consistent with the 2014 Building Code, which classifies religious institutions as Group A-3 and assembly occupancies used for viewing of performing arts as Group A-1.

Based on this, all of the conditions identified in the following memorandum are based on findings from CCIs visual inspection on October 25, 2021.

EXECUTIVE SUMMARY

Based on CCI's visual survey, the existing WPPC building is in significant disrepair and would require significant and intensive upgrades to comply with any of the currently adopted and enforced New York City Construction Codes.

As outlined in the Certificate of Occupancy section, the existing WPPC building does not have a certificate of occupancy that establishes the original Public Building 1 – Church function, nor is there Certificate of Occupancy that establishes the change in the dominant occupancy to Public Building 2 – Performing Arts.

The 2014 NYC Administrative Code is applied to all work in new and existing buildings, and defines an alteration as any construction, addition, change of use or occupancy, or any renovation to an existing building. The main use or dominant occupancy of a building is defined as a single occupancy classification assigned to a structure by the Department of Buildings based on the main use or dominant occupancy of the building (28-101.5).

The following memorandum outlines the existing fire protection and life safety of the WPPC; however, below is a summary of the most important criteria for future alteration work that will require significant upgrades to the building.

<u>Fire Protection Systems</u>

Compliance with 2014 Building Code Chapter 9 – Fire Protection systems will be required where any of the following conditions exist:

- Full Building Compliance:
    - The work includes a change in use or occupancy of the building from Public Building – Church (1968 Code: Group F-1b, 2014 Code: Group A-1) (28-102.4.2).
    - The work includes alterations that cost more than 60 percent of the value of the existing building (28.2-901.9.4.1).

- Compliance Within the Work Area Only:
    - The work includes a change in use or occupancy within specific spaces, but the overall use and occupancy of the building remains as Public Building – Church (1968 Code: Group F-1b, 2014 Code: Group A-1) (28.2-901.9.4.1).
    - The work includes alterations that cost more than 30 percent to less than 60 percent of the value of the existing building (28.2-901.9.4.1).

See the Administrative Provisions section of this memorandum for more details and for how to determine the value of the building.

Egress

Any alteration work to the existing WPPC building and support spaces must be in accordance with the 2014 Code, or any of the prior codes, where permitted by the 2014 Administrative Provisions. However, as with many New York City buildings that were constructed prior to the first consolidated New York City Building Code in 1938, the WPPC building does not have a Certificate of Occupancy. Therefore, there is no legal document that acknowledges the egress conditions as lawfully existing.

Any future work will need to demonstrate egress compliance with one of the currently adopted New York City Building Codes, which at the very least will require two means of egress that discharge to the public way. Currently only one of the exit stairs serving the building discharges to the public way on West 86th Street. The existing building will require significant and intensive upgrades and modifications to comply with the current construction codes regardless of whether the alteration work includes a change in the dominant use/occupancy of the building.

Alternately, as a basis for moving forward with future alteration projects at WPPC, life safety plans can be submitted to the DOB so that the baseline building construction and egress conditions can be classified as lawfully existing. This will limit the need for costly and intrusive egress upgrades, provided that the use and functions of the building remain as Public Building – Church functions.

APPLICABLE CODES

It will be necessary for any future alteration work to be designed in accordance with the requirements of the codes adopted by New York City as listed below.

- 2014 New York City Building Code – Administrative Provisions
- 2014 New York City Fire Code
- 1968 Building Code of the City of New York as applicable to alterations
- 1938 Building Code of the City of New York as applicable to alterations

Note: The prefix “29” denotes the 2014 New York City Fire Code, the prefix “28” denotes the 2014 New York City Building Code, the prefix “27” denotes the 1968 New York City Building Code, and the prefix “26” denotes the 1938 New York City Building Code.

It should be noted that New York City introduced Local Law 2261 on April 22, 2021, which proposes the adoption of a modified version of the 2015 International Building Code. The NYC council recently voted to adopt the new code language into law on October 7, 2021. It is anticipated that the new 2022 New York City Building Code will be enforced after a 1-year grace period on October 7, 2022.

The above lists the codes that will be applicable to future project renovation work, and the list will be expanded once the next code is formally enforced. However, the New York City Fire Code provisions are applicable to existing conditions, even though no alteration work is being done at this time.

References to specific retroactive requirements of the 1968 Building Code are also applicable now to the existing conditions.

Any other code references are intended to identify fire protection and life safety improvements that can be completed as a standard-of-care, or during future renovation phases.

ADMINISTRATIVE PROVISIONS

The Building Code recognizes the difficulty in upgrading existing buildings to comply with new construction requirements. Therefore, in accordance with Building Code Section 28-102.4, the use of buildings that lawfully exist on the effective date of the building code are permitted to continue to be used unless a retroactive change is specifically required by the code. See the Retroactive Requirements section above for more details of existing conditions that are required to be retroactively updated.

All future work completed in prior code buildings (constructed prior to July 1, 2008) must comply with the requirements of the current administrative provisions of 2014 Code. An alteration is defined by the 2014 New York City Building Code as any construction, addition, change of use or occupancy, or renovation to a building or structure in existence. The Administrative Provisions of the 2014 Code require compliance with the 2014 Code when alterations include the conditions outlined below:

Condition 1: Change of Use or Occupancy

Compliance with the 2014 Code Chapter 9 is required where the proposed scope of work includes a change in the existing building's dominant use or occupancy (28-102.4.2). Compliance with Chapter 9 throughout only the work area is required where there is a change of use or occupancy within a specific room or space (28.2-901.9.2)

Therefore, any changes in the use or occupancy of the building to retail, restaurant, or other non-church functions must comply with the fire protection and life safety requirements and accessibility requirements of the 2014 Code Chapter 9.

Condition 2: Alterations

Compliance with 2014 Code Chapter 9 will also be required for the work area when the following conditions exist (28.2-901.9.4):

- When cost of the alterations is equal to 60 percent or more of the value of the existing building, the entire building must comply with the requirements of Chapter 9.
- When the cost of the alterations is between 30 percent and 60 percent of the value of the existing building, only the portions of the building being altered must comply with the requirements of Chapter 9.
- When the cost of the alterations is less than 30 percent of the value of the existing, compliance with the fire protection system requirements of the 1968 Code, or earlier codes, is permitted.

The value of an existing building is defined as follows (28.2-202):

> The value of an existing building shall be determined at the option of the applicant on the basis of one and one-quarter times the current assessed valuation of the building, as adjusted by the current State equalization rate, or on the basis of the current replacement cost of the building. The value of an existing space shall be determined on the basis of the current replacement cost of the space. Satisfactory evidence of current replacement cost shall be submitted to the commissioner.

Where the alteration includes an enlargement, the value of the existing building shall be determined without including the value of the enlargement.

Condition 3: Enlargements

Compliance with the 2014 Code throughout the entire building is required where the proposed scope of work includes enlargements (i.e. additions) that increase the amount of floor surface area by more than 110 percent of the existing floor surface area (28-101.4.5).

2014 Code

The owner may elect to perform the alteration work in accordance with the 2014 Code. Alterations in accordance with the 2014 Code that result in a reduction in the fire safety or structural safety of the building, must comply with relevant provisions of the 1968 Building Code unless there is full compliance with those provisions of the 2014 Building Code that would mitigate or offset the reduction.

The applicant must submit a comparative analysis acceptable to the Commissioner of the relevant fire safety and structural safety provisions under the 1968 Building Code and the 2014 Building Code, demonstrating that the alteration does not result in a reduction to the fire and life safety. More explicitly, the building must comply with the 2014 Building Code throughout from a life safety perspective.

The existing building does not comply with the 2014 Code and it is not feasible to comply with this code without significant upgrades.

1968 Code

The owner may elect to perform the alteration work in accordance with the 1968 Code or where the 1968 Code allows, the codes in effect prior to 1968 can be applied (28-101.4.3). Where compliance with the 1968 Code or 1938 Code is selected, there are specific provisions that must be applied in accordance with the 2014 Code, including the following:

1. Fuel gas, plumbing and mechanical work
2. Fire protection systems
3. Elevators, conveyors and amusement rides
4. Safety during construction operations
5. Accessibility
6. Encroachments into the public right of way
7. Administration and enforcement
8. Special inspections
9. Materials
10. Security grilles
11. Energy efficiency
12. Roof covering and replacements
13. New handrails and guards
14. Areas of special flood hazard
15. Structural
16. Emergency and standby power systems
17. Parking garages and open parking lots
18. Mold protection

For buildings constructed in accordance with the 1938 Building Code or Pre 1938 Building Code, the administrative provisions of the 1968 Building Code apply. In accordance with the administrative provisions of the 1968 Building Code, alterations to existing buildings that lawfully exist prior to adoption of the code (December 6, 1968) must comply with the following:

- When the cost of renovations to the existing building within a 12-month period exceeds 60% of the replacement value of the building, the entire building must be upgraded to comply with code requirements of the 1968 Building Code (27-115).

- When the cost of renovations is between 30% and 60% of the replacement value of the building within a 12-month period, only the alterations must comply with the 1968 Building Code (27-116).

- When the cost of renovations is less than 30% of the replacement value of the building, the alterations may comply with either the 1968 Building Code or the code in effect prior to 1968 (27-117).

The cost of the alterations and the value of the existing building is defined in Section 27-119 of the 1968 Code:

> The cost of making alterations shall be determined by adding the estimated cost of making the proposed alterations computed as of the time of submitting the permit application, to the actual cost of any and all alterations made in the preceding twelve-month period; and the value of the building shall be determined at the option of the applicant on the basis of one and one-quarter times the current assessed valuation of the building, as adjusted by the current state equalization rate, or on the basis of the current replacement cost of the building, provided that satisfactory evidence of current replacement cost is submitted to the commissioner.

EXISTING CONDITIONS

The following significant high-level existing fire protection and life safety system conditions were identified:

System or Condition	
Automatic Sprinkler System	No
Standpipe system	Yes At West 86th Street Stair
Automatic fire alarm system	Yes However, it is an antiquated system without audible and visible notification devices throughout
Manual fire alarm system	No However, one is provided in the West 86th Street Lobby
Automatic smoke detection	Yes In select locations, including exit stairwells.
Fire Extinguishers	Yes Throughout building
Smoke control	No
Post-fire smoke purge	No

System or Condition	
Emergency lighting	Yes In select locations, including the sanctuary, sanctuary lobbies, and parts of the stairwells.
Exit signage	Yes In select locations with internal illumination, including the sanctuary, sanctuary lobbies, stairwells.
At least two means of egress per story.	Yes, Ground floor. No, all other floors have two exits; however, the North stair hall discharges into an enclosed court with no access to the public way.
Enclosed exit stairs	No Partial enclosures, with open stairwells.
Locked egress doors identified	Yes In select locations
Hazardous material storage identified	Yes

FIRE PROTECTION & LIFE SAFETY CONDITIONS

The following tables outline the life safety improvement opportunities for each category. Survey photos are provided in Appendix A at the end of this memo, and each photo is assigned a number. Where there is a photo(s) associated with a comment the appropriate photo number is indicated.

<u>HOUSE KEEPING & ADMINISTRATIVE IMPROVEMENTS</u>

COMMENT	NOTES	PHOTO NUMBER
Certificate of Occupancy The existing building does not have a Certificate of Occupancy (CO) on file at the DOB BIS website. Therefore, there is no documentation of the lawful existing conditions, construction type, building height and area, occupancy classification, occupant load, and fire protection systems are provided. As a basis for moving forward with future alteration projects at WPPC, it is recommended that life safety plans be submitted to the DOB so that the baseline building construction and egress conditions can be classified as lawfully existing.	N/A	N/A

COMMENT	NOTES	PHOTO NUMBER
In accordance with Section 28-102.4 of the 2014 Administrative Provisions, any existing building may be continued to be occupied and classified as "lawfully existing", provided that the building complies with any retroactive requirements that were added to the code after the construction of the building. With the existing conditions plans submittal, the DOB can issue a Letter of No Objection or CCD1 approval that the existing conditions are lawfully existing. It is CCI's experience that establishing the existing building conditions as lawfully existing is critical to future alteration work at prior code buildings.		
Storage in Exit Stairs All required means of egress must be continuously maintained free of obstructions and exit stair enclosures are not permitted to be used for any purpose other than for egress (i.e., the storage of combustible/flammable materials) (29-1027.2). All the exit stair enclosures are designed as open stair halls, or partial exit stair halls with enclosed exits above. Therefore, a fire in any of the stair halls could result in the vertical migration of smoke throughout the building. Combustible storage was identified within exit stair halls and enclosures, which includes but is not limited to coat racks, speakers, window air conditioner units, electrical cords, and musical instruments.	All combustible materials stored within the exit stair hall and/or enclosures must be removed.	16, 23
Locked Egress Doors Obstructions or impediments to the means of egress, such as locks on any required egress door, are prohibited (29-1027.3). However, the Department of Buildings (DOB) may approve the electronic locking of specific doors in emergency conditions where it is demonstrated that the contents of such spaces are of "unusual value" (26-288). During the survey a number of locked conditions were identified where the intent was to function as access-control. For example, the Level 3 bathroom had a pad lock to prevent unauthorized use/entry. However, occupants could become locked within the space. Also, the exterior exit doors to Park Avenue and West 86th Street are locked or have locked bar assemblies for security purposes; however, these locks also prevent the doors from being used for egress.	All locks must be removed. New access control devices can be provided to limit ingress into a space; however, the devices must always allow for free and unobstructed egress.	1,2,7,26
Tripping Hazard Obstructions or impediments to the means of egress are prohibited (29-1027.3). Obstructions were identified along the path of travel in the Sanctuary balconies, including a covered cable run and various loose extension cords that extend perpendicularly across the exit access path to the South Stair adjacent to Mc Alpin Hall.	All covered cable runs and loose extension cords that are within, or extend through, the egress path.	15, 16

COMMENT	NOTES	PHOTO NUMBER
Exit Stair Door Closing Opening protectives in interior exit stairs must be maintained as self-closing (29-704.1). During the visual survey, multiple doors to the exit stairs were held open by a brick or other obstruction. Also, it could not be confirmed whether all doors to the West 86th Street stair hall/enclosure had automatic closers due to the office spaces being locked.	Remove all obstructions to the exit stair door closing mechanisms. Create a maintenance plan that is used by building and facilities staff to ensure that the integrity of the exit stairs are maintained at all times.	16
Fire Extinguisher Maintenance – Monthly Inspection An inspection to verify that portable fire extinguishers are located in readily available locations and in good working order must be conducted at least one time per month (29-906.2.1.1). Record keeping of the visual inspections must be kept on the tag/label fixed to the extinguisher, or on an inspection checklist maintained on file. During the visual inspection it could not be confirmed if the WPPC staff performed the required monthly visual inspection of the fire extinguishers.	Create a maintenance plan that is used by facilities staff to ensure that the monthly visual inspection of the fire extinguishers is performed, and that proper records of the inspections are completed.	5, 6
Fire Extinguisher Maintenance – Servicing Annual servicing and recharging of fire extinguishers must be performed by a qualified person/company, and records of the service and recharge must be provided on the fire extinguisher tag (29-906.2.1.2). During the visual inspection, many fire extinguishers were identified to have missed the yearly service/recharge.	Engage a qualified person/company to service all of the fire extinguishers at WPPC. Also, create a maintenance plan that is used by facility staff to ensure that the yearly service/recharge of all fire extinguishers on the site is performed.	5, 6

BASIC IMPROVEMENTS

COMMENT	NOTES	PHOTO NUMBER
Stage Curtains NFPA 701 – Standard Methods of Fire Tests for Flame Propagation of Textiles and Films includes methodology (Test Method 1) for flame propagation tests of stage/theater curtains, window drapes, folding shades, and other draperies (NFPA 701 A.1.1.1). The main sanctuary balconies and the chapel include black-out draperies in close proximity to lighting systems that could cause a fire due to heat transfer from the light systems.	It is recommended that sanctuary and chapel curtains be reviewed to confirm that the material is fire retardant or complies with NFPA 701 Test Method 1, or that the material is replaced with a compliant	11,12
Handrails – General Handrails are required to comply with the provisions of the 2014 Code where the scope of work includes new stairs/ramps or where the work includes the replacement of an existing stair/ramp (28-101.4.3(13)). Numerous existing handrails were identified to be noncompliant with the 2014 Code Section 1012 requirements for height, graspability, continuity, and handrail extensions. In addition, most stair runs had handrails on only one side.	Existing handrail replacement is not required unless future work includes a new or replacement stair. However, as a standard of care it is recommended that an analysis be completed to determine which existing handrails should be replaced based on the stability or whether they provide sufficient protection. It is also recommended that the analysis determine which existing handrails can be replaced, or adapted, to comply with the handrail requirements of the 2014 Code without affecting the historical nature of the existing condition. It should be noted that additional code-compliant handrails can be provided for egress purposes while the existing handrails be maintained for aesthetics purposes.	20

COMMENT	NOTES	PHOTO NUMBER
Handrails – Sanctuary Balcony Theater Handrails are required to comply with the provisions of the 2014 Code where the scope of work includes new stairs/ramps or where the work includes the replacement of an existing stair/ramp (28-101.4.3(13)). The Sanctuary Balcony Theater includes a bleacher-style seating area includes existing stepped aisles to access the assembly seating; however, handrails are not currently provided at the stepped aisles. In new construction, stepped aisles serving assembly seating must have handrails on one side of the aisle (1028.13).	As a standard of care, it is recommended that handrails be provided at the stepped aisles serving the Sanctuary balcony theater.	13
Step lighting – Sanctuary Balcony Theater In new construction, each step in a stepped aisle serving assembly seating must have a step light to aid the occupants in seeing the step location (28.2-1028.11.3). The Sanctuary Balcony Theater includes a bleacher-style seating area includes existing stepped aisles to access the assembly seating; however, no step lighting is provided at the stepped aisles.	As a standard of care, it is recommended that step lighting be provided at the Sanctuary Balcony Theater aisle steps.	13
Guard Replacements Where alteration work includes new or replacement guards, the guards must be designed in accordance with the 2014 Code provisions (28-101.4.3(14)). The 2014 Code requires that guards be provided at walking surfaces that are located more than 30-inches above the floor below. Required guards must have a height of at least 42-inches, and any openings in the guard must be sized to less than 4-inches. Numerous existing guards, including those at the Sanctuary balconies, were identified that have a height of less than 42-inches with openings that were greater than 4-inches. The wood ornate guard at the South stair to Level 3 also has a height of less than 42-inches.	Guard replacement is not required, unless future work includes alterations to the guards or a new condition that requires a guard. However, as a standard of care it is recommended that an analysis be completed to determine which existing guards should be replaced based on the stability or whether they provide sufficient protection.	14,19

COMMENT	NOTES	PHOTO NUMBER
	Also, it is recommended that the analysis identify guards that can be replaced, or adapted, to comply with the guard height and opening limitations of the 2014 Code without affecting the historical nature of the existing condition. Guards within egress stairs and guards at the edges of the Sanctuary balconies should be prioritized.	

CAPITAL IMPROVEMENTS

COMMENT	NOTES	PHOTO NUMBER
Exit Discharge One of the fundamental egress requirements of the NYC Building Codes is that at least two means of egress be provided from each story. By definition, an exit must discharge directly to the public way, or to the public way through a protected interior area (i.e., exit passageway, lobby, or vestibule) (28.2-1027.1, 27-364).	Based on the current design, all of the office and mixed-use assembly spaces located to the East of the Sanctuary only have access to one exit with access to the public way, which is not comply with any of the NYC Building Codes or any future renovations to the building, it will be critical to redesign the exit discharge of the North Stair to have direct access to the public way, since the existing condition is hazardous and could result in occupants being trapped in an exterior court.	26

The West stairs that are located at the Amsterdam Avenue façade discharge through the existing stair lobby with exterior exit doors to Amsterdam Avenue and West 86th Street. However, the East stairs that connect the basement to Level 3 do not l discharge to the exterior. The South stair that is located at the West 86th Street discharges through a stair hall to West 86th Street at the Ground Level. However, the North stair discharges to a rear open court that has no access path to the public way due to the adjacent buildings and a chain link fence surrounding the court. Essentially, the North stair discharges to a "dead end" and does not have a compliant exit discharge.	For the existing conditions and current use of the building, it is recommended that signage be provided at the North exit stair to indicate that it does not terminate at the public way. It is also recommended that the staff of the building be made aware of the existing condition, since they were not aware of it when identified during CCI's survey.	26
Exit Access – Chapel In new construction per the 2014 Code, or altered spaces per the 1968 Code, must have access two exits from a story (27-366, 28.2-1021.1). Intervening egress through non-accessory spaces is not permitted to access the required number of exits (27-362, 28.2-1014.2). The Chapel has access to two means of egress; however, access to the North exit stair is through the "backstage" area of the Chapel performance area, which is not permitted. Also, see comment above for the noncompliant North exit stair discharge condition.	For any future renovations to the Chapel, it will be critical to redesign the egress design to provide two distinct paths of egress travel that do not required intervening egress through the "backstage" area as well as compliant exit discharge.	N/A
Landings at Doors In new construction per the 2014 Code, or altered spaces per the 1969 Code, all exit and exit access doors must be provided with a level landing on both sides (27-371(h), 28.2-1008.1.5). The door to the North stair hall from the Level 1 Chapel "backstage" area and the door to the South stair hall from the South Sanctuary balcony currently do not have level landings on one side of the door. This creates a potential trip/fall issue as an occupant is passing through the door threshold.	For any future renovations to the building, it is recommended that compliant level landings be provided on both sides of the doors to limit the possibility of trips/falls. For the existing conditions and current use of the building, it is recommended that signage be provided to indicate that there is no landing or a "drop" on the opposite side of the door.	18

COMMENT	NOTES	PHOTO NUMBER
Platform Construction Permanent performance platforms must be constructed of materials as required by the construction type of the building, and must comply with the following (28.2-410.4): 1. The area below the platform must be enclosed on all sides by solid construction. 2. Platforms constructed of untreated wood must not exceed an area of 400 sf. Platforms of fire-retardant treated wood must not exceed 1,200 sf. Platforms of noncombustible materials are not limited in area. 3. Where wood is used, the floor of the platform must have a nominal thickness of 1" or more with a noncombustible backing or must have all spaces between the supporting members fireblocked with noncombustible material. 4. Where the space beneath the platform is used for storage or any purpose (other than equipment, wiring, or plumbing) the floor construction must be 1-hour fire-resistance rated.	As a standard of care, it is recommended that a construction analysis be completed of the Sanctuary and Chapel platforms to confirm whether the existing condition is compliant with the platform construction requirements of Section 28.2-410.4. Where the existing condition is noncompliant, it is recommended that the existing condition be upgraded to the maximum extent feasible. Any new construction or alterations to the stage construction must comply with Section 28.2-410.4.	N/A
Emergency Lighting (Retroactive Requirement) Group F-3 assembly that existed prior to January 12, 1980, must be provided with emergency lighting to at least 5-foot candles at the floor level (27-542). The main sanctuary is classified as Group F-1b (Table 3-1); however, the building includes a chapel and two large mixed use assembly spaces that are used for purposes other than worship. These spaces would be classified as existing Group F-3 occupancies where the occupant load of the space exceeds 74 persons. Emergency lighting is not currently provided throughout the entire building; however, battery power lighting with emergency battery backup is provided in the sanctuary and parts of the stair hall/enclosures.	All Group F-3 spaces must be evaluated for emergency lighting within the assembly spaces and the means of egress serving those spaces. Also, as a standard of care, it is recommended that emergency lighting of at least 5-foot candles be provided in the main Group F-1b sanctuary. It is unlikely that the existing emergency lighting provided would provide the necessary lighting level.	9,10

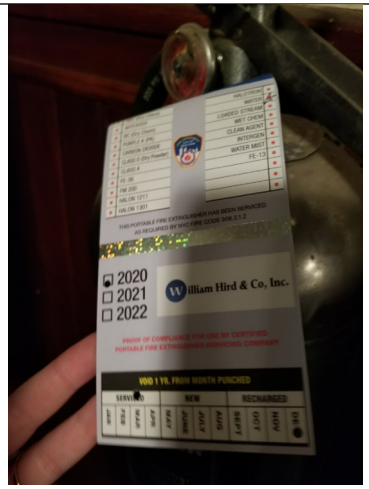
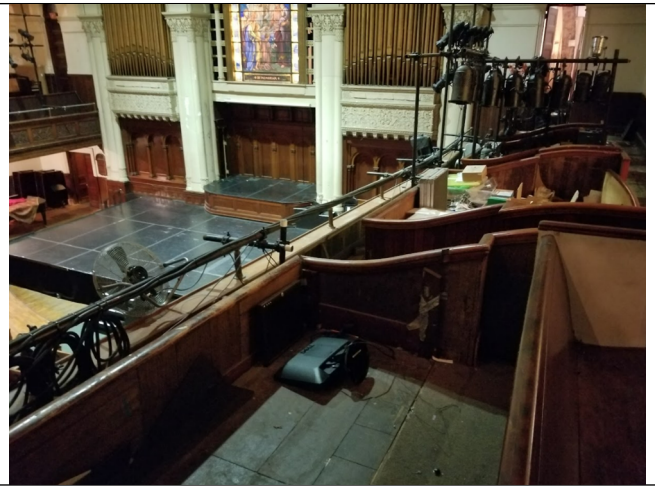
Emergency Lighting (General) The existing WPPC building is not currently provided with emergency lighting to aid in exit path wayfinding throughout the entire building. There are no retroactive requirements for non-Group F-3 spaces; however, emergency lighting will be required in accordance with either the 1968 Code or the 2014 Code for the future renovation phases. Therefore, it is recommended that emergency lighting in the non-Group F-3 space be provided now as a standard of care or during future renovation phases. Both codes require that emergency lighting be provided in corridors and exits (27-381, 28.2-1006.3). However, the 2014 Code requires that emergency lighting also be provided within rooms or spaces that require two means of egress and exterior exit discharge elements. Emergency lighting is not currently provided throughout the entire building; however, "emergency power lighting with emergency battery backup is provided in the sanctuary and parts of the stair hall/enclosures.	As a standard of care, emergency lighting can be provided throughout all portions of the WPPC corridors, exit stairs, and portions of the means of egress that serve spaces that require two means of egress. It is recommended that the 2014 Code provisions be used as they include additional locations where emergency lighting is required. This life safety improvement would be significant because most of the WPPC building does not have natural light available; therefore, a power-outage would result in zero-to-low visibility in most areas. For example, the Level 3 North Stair "bulkhead" has no natural or emergency lighting.	N/A
Exit Signage There are no retroactive requirements for exit signage; however, exit signage will be required in accordance with either the 1968 Code or the 2014 Code for the future renovation phases. Therefore, exit signage can be provided now as a standard of care or during future renovations. The existing WPPC building is currently provided with exit signage in the Sanctuary and at most exit doors. Many of the exit signs are internally lit; however, some of the exit signs are not lit internally or externally. For new construction and alteration work, both the 2014 and 1968 Codes require that exit signs be provided at all exit doors, exit access doors within corridors (as necessary), and at exit doors within rooms/spaces that require two egress paths (27-383, 28.2-1011.1). Additional exit signage is required along the path of travel where the exit access is not clearly defined. New exit signage must be lit either internally or externally and must be supplied with an emergency power source.	As a standard of care, exit signage can be provided throughout all portions of the WPPC building in accordance with the 2014 or 1968 Codes. Providing exit signage would be a significant life safety improvement due to the complex nature of the existing means of egress system. Special consideration for providing exit signage should be provided for any existing assembly spaces.	9,10

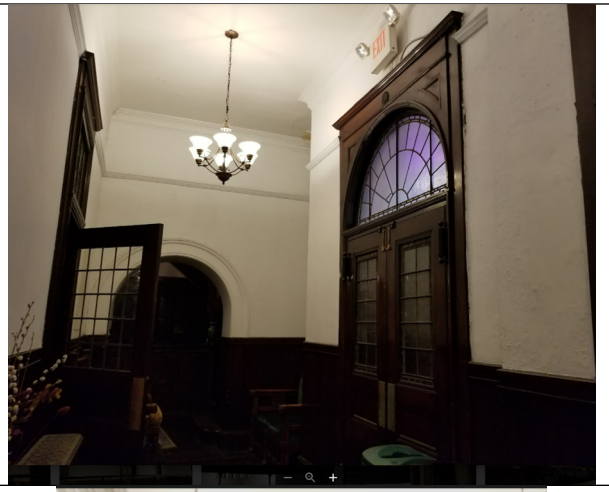
Smoke Detection There are no retroactive requirements for additional smoke detection systems; however, because the WPPC building is nonsprinklered, providing a smoke detection system will greatly increase the protection of life and property from fire. Traditional spot-type smoke detectors or air sampling-type smoke detectors can be provided in areas with historic/aesthetic significance or areas that are of increased fire hazard (i.e., storage rooms and the basement). Specifically, air sampling-type smoke detectors can be used to detect smoke in very early stages of fire development. Early detection allows for addition time to alert building staff to the incident so that they can take the appropriate actions. There are spot-type smoke detectors in specific locations, such as within the West exit stairs that are located along Park Avenue. However, additional protection is recommended for early fire detection.	Perform a study to determine which areas of the buildings or rooms contain the most significant historic/aesthetic value to determine whether smoke detection is appropriate for these areas.	N/A
Carbon Monoxide Detection (General) There are no retroactive requirements for carbon monoxide detection in existing building. However, all new buildings with Group A-3 or B occupancies, or alterations affected rooms, must be provided with carbon monoxide detection in rooms/spaces that contain carbon monoxide producing equipment.	As a standard of care, it is recommended that a carbon monoxide detection system be provided in the basement rooms/spaces that have carbon monoxide producing equipment.	N/A
Automatic Sprinkler – Basements (Retroactive Requirement) Sprinklers must be provided in existing basements, cellars, or any other space located below grade that cannot be vented by at least 35 sf of free opening area (i.e., windows or other natural ventilation sources) (27-929(c)). The automatic sprinkler protection was not identified in the basement of the WPPC.	Automatic sprinkler protection must be provided throughout basement levels of the WPPC where it is confirmed that the basements do not meet the minimum vent area requirements. Automatic sprinkler protection the basement would also be a significant increase in fire protection due to the significant amount of combustible storage in the basement.	24,25

Automatic Sprinkler – General There are no retroactive requirements for automatic sprinkler protection in existing building; however, automatic sprinklers should be considered for portions of the building because they provide the best and highest level of fire protection. There are existing standpipe risers in the South stair located along West 86th street that may be able to be converted to a combination standpipe/sprinkler riser to serve partial fire sprinkler or water mist systems to protect specific rooms, such as the offices of mixed-use rooms that do not have the historical/architectural significances as the main Sanctuary.	Perform a study to determine which rooms/areas could most benefit from an automatic sprinkler or water mist system.	N/A
Standpipe – Class III System There are no retroactive requirements for standpipe systems; however, standpipe protection in accordance with Chapter 9 of the 2014 Code may be required based on the type of future work or change of use/occupancy in the building (28.2-901.9) The 2014 Code requires a Class III standpipe system for buildings that are three stories or more in height with a floor area of 7,500 sf or more on any story (28.2-905.3.1).	As a standard of care, or as part of future alterations work, it is recommended that a Class III standpipe system be provided within the exit stairs of this nonsprinklered building. Providing a Class III standpipe system (i.e., includes a fire-fighting hose) would allow for trained/qualified employees to begin fire-fighting operations while the fire department is enroute.	17

Appendix A: Survey Photos

Photo Number	Photo	Photo Number	Photo
1		2	
3		4	

5	 FIRE EXTINGUISHER	6	 2020 2021 2022 William Hird & Co, Inc.
7		8	

9		10	
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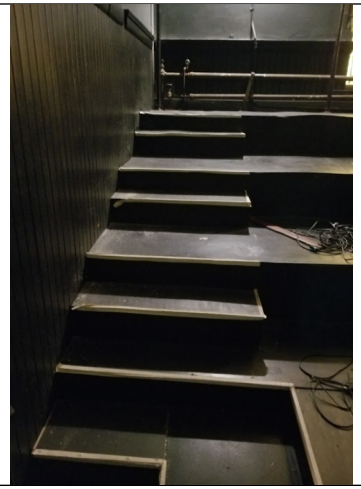
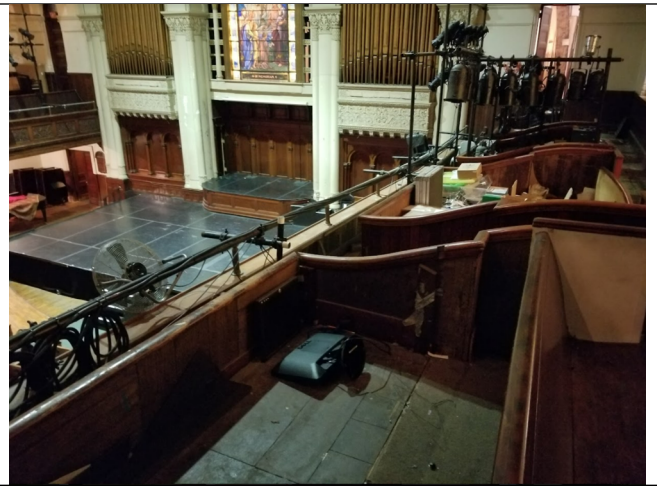
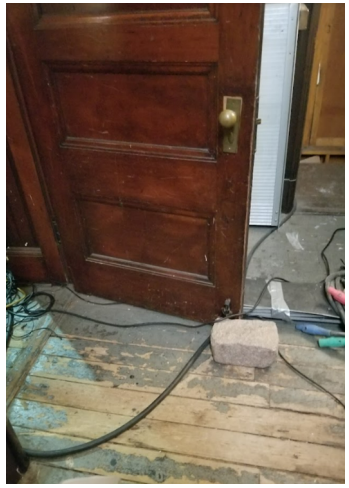
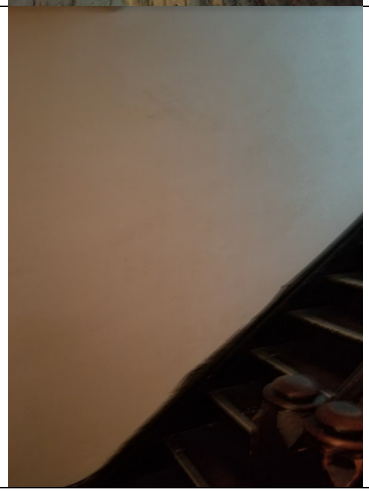
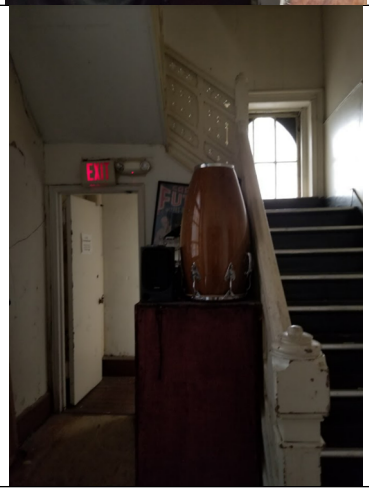
13		14	
15		16	

17				18			
19				20			

21				22			
23				24			

25			26		

ECP/la

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Exhibit K

CCI – Accessibility Report December 9, 2021

Experts Responsive Solutions

- Fire Protection & Life Safety Consultation
- Fire & Egress Modeling
- ADA / FHA / Accessibility Consultation
- Fire Sprinkler Design & Consultation
- Fire Alarm Design & Consultation
- Low Voltage / ICT Design & Consultation
- Legal / Expert Witness

TO: Roger Leaf
West Park Admin. Commission

DATE: December 9, 2021

CC:

FROM: Matt Lescher

RE: WEST PARK PRESBYTERIAN CHURCH
ACCESSIBILITY SURVEY EXISTING CONDITIONS
CCI PROJECT NO. 211323.51.000

MEMORANDUM

The purpose of this memorandum is to identify the findings of a cursory survey of the existing conditions at West Park Presbyterian Church by CCI on October 25, 2021, to determine the existing levels of accessibility and what might be required to safely occupy the property as a religious institution or with an alternative use.

While accessible features and construction must be provided to any portion of the building being altered, where the value of the alteration exceeds 50 percent of the value of the existing building, or if the alteration project includes a change in the dominant occupancy use of the building, then the entire building must comply with the accessibility requirements for new construction per the NYCBC.

PROJECT DESCRIPTION

The West Park Presbyterian Church is an existing landmarked church located at 165 West 86th Street on the Upper West Side of Manhattan in New York City. For nearly the entire lifetime of the building, the building was used as a religious institution. However, the building is no longer used by the West Park congregation for religious services. Since 2018, the entire building has been leased to The Center at West Park for use as a performance and arts space. It is our understanding that this change of use in the building has not been recorded with the Department of Buildings.

CODES

It will be necessary for the project design to be in accordance with the requirements of the codes, standards and regulations listed below.

- 2010 ADA Standards for Accessible Design (2010 Standards)
  Please note the ADA is applicable only if an alternative use is planned. The ADA is not applicable to uses for a religious institution (28 CFR § 36.102(e)).
- 2020 New York City Building Code
- 2009 ICC/A117.1 ANSI

ALTERATIONS

NYCBC Alterations

Per NYC Alteration provisions, accessible features and construction must be provided to the portion of the building being altered, to the extent of the alteration, including minor alterations, but excluding ordinary repairs.

However, where the value of the alteration exceeds 50 percent of the value of the existing building, or if the alteration project **includes a change in the dominant occupancy use** of the building, then the entire building must comply with the accessibility requirements for new construction (2014 NYCBC 1101.3.2(2)).

Therefore, there is no available documentation related to the lawfully existing condition of the building, with respect to the construction type, height, area, occupancy classification (i.e. Public Building 1 - Churches), occupant load, or lawfully existing fire protection and life safety systems provided.

Since there is no available certificate of occupancy on the DOB Building Information System website, there is no document that documents the change in the building use from the original dominant use as a religious institution. The 1938 Building Code would designate the Performing Arts use as a Public Building 2; the Religious Institution would be designated as a Public Building 1 (26-254). This is consistent with the 2014 Building Code, which classifies religious institutions as Group A-3 and assembly occupancies used for viewing of performing arts as Group A-1.

Please note that there is no obligation to remove existing barriers under New York City rules and regulations. The NYCBC accessibility requirements are applicable whether or not there is a change in use.

ADA Alterations

If an alternative use beyond religious institution is planned, the ADA would be applicable. The accessibility obligations for an alteration project fall into three categories:

1) Altered elements
2) Path of Travel
3) Barrier Removal

Altered Elements. Any architectural element which is being altered in a renovation or is part of a new addition must comply with accessibility requirements for new construction, unless technically infeasible. Where full compliance is technically infeasible, the alteration must provide access to the maximum extent feasible (28 CFR § 36.403(a)(1)).

Technically infeasible means, with respect to an alteration of a building or facility, that it has little likelihood of being accomplished because existing structural conditions would require removing or altering a load-bearing member which is an essential part of the structural frame; or because other existing physical or site constraints prohibit modification or addition of elements, spaces, or features which are in full and strict compliance with the minimum requirement for new construction and which are necessary to provide accessibility (2010 Standards Definitions).

Path of Travel. Where a primary function area (e.g. a classroom) is being altered, the alteration must be made so as to ensure that, to the maximum extent feasible, the path of travel to the altered area is accessible (28 CFR § 35.151(b)(4)). The path of travel includes entrances, routes, toilet rooms, and drinking fountains that serve the primary function area.

However, alterations to the path of travel are not required to exceed 20 percent of the cost of the alteration (28 CFR § 35.151(b)(4)). When the cost of alterations to the path of travel reaches 20 percent of the cost of the alteration to the primary function area, no additional improvements to the path of travel are required. In that case, priority should be given to those elements that will provide the greatest access, in the following order:

i. An accessible entrance;

ii. An accessible route to the altered area;
iii. At least one accessible restroom for each sex or a single unisex restroom;
iv. Accessible telephones;
v. Accessible drinking fountains; and
vi. When possible, additional accessible elements such as parking, storage, and alarms. (28 CFR § 35.151(b)(4)(iv)(A)).

Primary Function: A "primary function" is a major activity for which the facility is intended. Areas that contain a primary function include, but are not limited to, the customer services lobby of a bank, the dining area of a cafeteria, the meeting rooms in a conference center, as well as offices and other work areas in which the activities of the public accommodation or other private entity using the facility are carried out. Mechanical rooms, boiler rooms, supply storage rooms, employee lounges or locker rooms, janitorial closets, entrances, corridors, and restrooms are not areas containing a primary function.

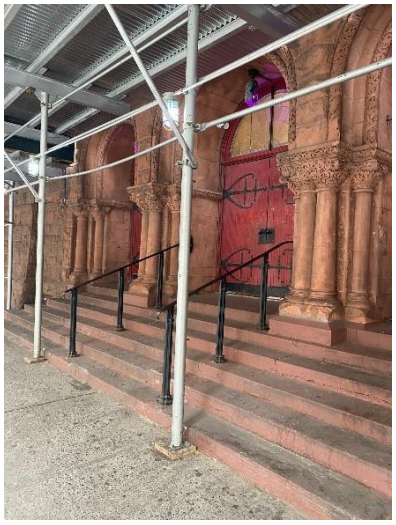
Path of travel: A “path of travel” includes a continuous, unobstructed way of pedestrian passage by means of which the altered area may be approached, entered, and exited, and which connects the altered area with an exterior approach (including sidewalks, streets, and parking areas), an entrance to the facility, and other parts of the facility. An accessible path of travel may consist of walks and sidewalks, curb ramps and other interior or exterior pedestrian ramps; clear floor paths through lobbies, corridors, rooms, and other improved areas; parking access aisles; elevators and lifts; or a combination of these elements.

ADA Barrier Removal. Places of public accommodation are required to remove architectural barriers where it is readily achievable to do so, even if the element is not being altered in a renovation (28 CFR § 36.304(a)). Barrier removal is an ongoing obligation for places of public accommodation. Title III covers businesses and nonprofit service providers that are public accommodations, privately operated entities offering certain types of courses and examinations, privately operated transportation, and commercial facilities. Public accommodations are private entities who own, lease, lease to, or operate facilities such as restaurants, retail stores, hotels, movie theaters, private schools, convention centers, doctors' offices, homeless shelters, transportation depots, zoos, funeral homes, daycare centers, and recreation facilities including sports stadiums and fitness clubs. Private clubs and religious institutions are exempt from Title III coverage.

EXISTING CONDITIONS

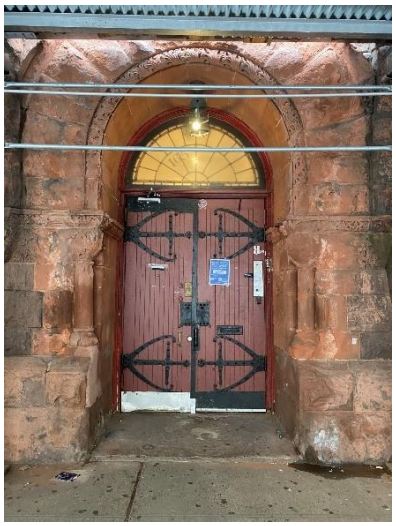
Accessible Entrances. While the 2010 Standards require at least 60% of all public entrances to be accessible, NYCBC requires **all** public entrances to be accessible (NYCBC 1105.1). No existing entrances to the building were accessible (2010 Standards 206.4.1).

Amsterdam Ave. The front entrance off Amsterdam Avenue was not accessible due to several steps at the entrance. Steps and stairs are not allowed in an accessible route (NYCBC 1104.1, ANSI 402.2; 2010



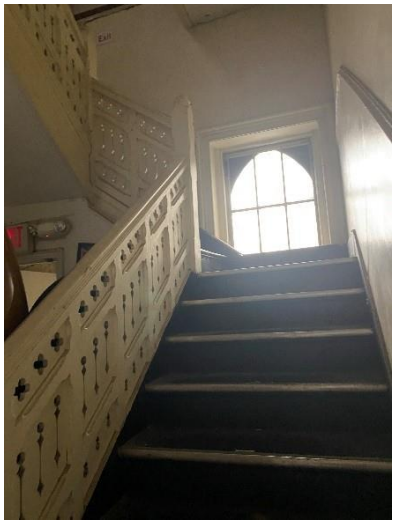
Standards 402.2).

West 86th Street. The side entrance off W 86th was not accessible due to the door clear width and threshold. While this entrance was at the same elevation as the corner entrance to the Sanctuary, the double doors and thresholds were not compliant. Door openings intended for user passage must provide a clear width of 32 inches minimum measured between the face of the door and the stop, with the door open 90 degrees (ANSI 404.2.2; 2010 Standards 404.2.3). Threshold and changes in level must not exceed 1/2 inch maximum in height. The bottom 1/4 inch is allowed to be vertical and the uppermost 1/4 inch must be beveled at a slope not to exceed 1:2. (ANSI 404.2.4; 2010 Standards 404.2.5)



Accessible Route. At least one accessible route must connect accessible building or facility entrances with all accessible spaces and elements within the building or facility which are otherwise connected by a circulation path (NYCBC 1104.1; 2010 Standards 206.2.4). Accessible routes must consist of one or more of the following components: walking surfaces with a running slope not steeper than 1:20, doorways, ramps, curb ramps excluding the flared sides, and elevators. Platform lifts are allowed in limited applications. Steps and stairs are not allowed in an accessible route (ANSI 402.2; 2010 Standards 402.2).

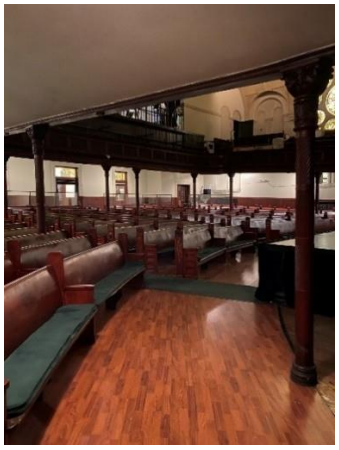
Once inside the building, no accessible route connects the sanctuary to any other levels of the building, including the other half of the first floor.



Toilet Rooms. No toilet rooms in the building were accessible. All toilet and bathing rooms are located up or down a flight of stairs from the 86th Street entry level. Where toilet or bathing rooms are provided, each toilet or bathing room must be accessible (NYCBC 1109.2; 2010 Standards 213.2). In alterations, the ADA allows, where it is technically infeasible to provide an accessible toilet room or bathing room, altering existing toilet or bathing rooms is not required where a single accessible unisex toilet room or bathing room is provided and located in the same area and on the same floor as existing inaccessible toilet or bathing rooms (2010 Standards 213.2 Exception 1). Please be aware that the NYCBC does not include a similar alternative. In CCI's experience, the DOB has allowed the use of single unisex toilet room or bathing room in some existing conditions. If the design team plans on using the 2010 Standards alternative, we recommend discussing this compliance method with your building official to confirm their approval. We also recommend documenting the factors that make compliance of the altered toilet or bathing rooms technically infeasible. None of the existing toilet rooms were currently designed as accessible.



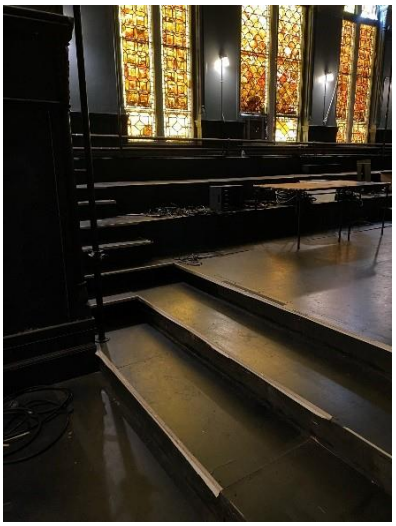
*Sanctuary***.** The Sanctuary, that is often used as a theater and event space, did not provide any wheelchair spaces. Wheelchair space locations must be an integral part of any assembly seating area. The requirement that wheelchair spaces be an integral part of the seating plan means that wheelchair spaces must be placed within the footprint of the seating area. Wheelchair spaces cannot be segregated from seating areas. Wheelchair spaces must provide spectators with choices of seating locations and viewing angles that are substantially equivalent to, or better than, the choices of seating locations and viewing angles available to all other spectators. (NYCBC 1108.2.4, ANSI 802.10.1; 2010 Standards 221.2.3) Wheelchair spaces must adjoin accessible routes but must not overlap the required width of an aisle. Slopes must not exceed 1:48 in the floor surface of wheelchair spaces (NYCBC 1108.2.2, ANSI 802.3; 2010 Standards 802.1).

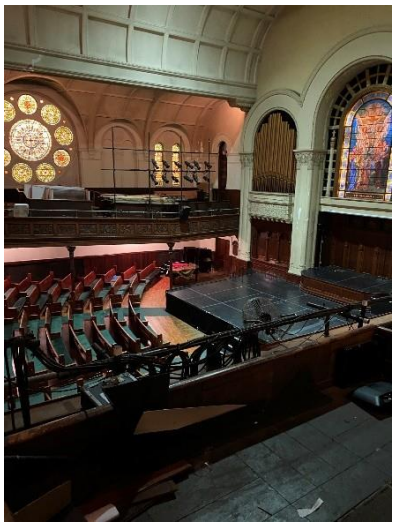



The large stage was raised 37 inches above the finish floor and did not provide an accessible route. Where a circulation path directly connects a performance area to an assembly seating area, an accessible route must directly connect the assembly seating area with the performance area (NYCBC 1108.2.8; 2010 Standards 206.2.6).



The Sanctuary balcony and choir loft were not connected to the Sanctuary by an accessible route, and an accessible route was not provided through the balcony itself.





Doors. Most doors in this building were not accessible due to non-compliant hardware, clear width, thresholds, or lack of maneuvering clearances.

Hardware. Door hardware is a very easily achievable barrier removal item. Almost all door hardware seen was non-compliant knob hardware. Handles, pulls, latches, locks, and other operable parts on accessible doors must have a shape that is easy to grasp with one hand and does not require tight grasping, pinching, or twisting of the wrist to operate. (ANSI 404.2.6; 2010 Standards 404.2.7)

Clear Width. Door openings intended for user passage must provide a clear width of 32 inches minimum measured between the face of the door and the stop, with the door open 90 degrees (ANSI 404.2.2; 2010 Standards 404.2.3). Also, most double doors throughout the project do not provide enough clear width to be accessible. At least one of the active leaves of the double doors must provide a clear width of 32 inches minimum (ANSI 404.2.1; 2010 Standards 404.2.2) and most are currently providing 30 inches of clear width.

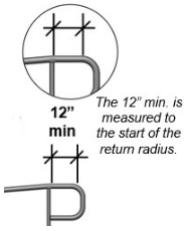
Maneuvering Clearance. Maneuvering clearances were not provided due to door placement, wall thickness or narrow hallways. Doors, doorways and gates that are part of an accessible route must have maneuvering clearances (ANSI 404.1; 2010 Standards 404.1). In several locations, door maneuvering clearance could be provided by reversing the swing of the doors.

Thresholds. Thresholds in this project could also be considered a barrier removal item. Most thresholds in this project are an issue due to the required bevel not being provided or the threshold being too high, especially at locations where the floor material changes. Thresholds must not exceed 1/2 inch maximum in height. The bottom 1/4 inch is allowed to be vertical and the uppermost 1/4 inch must be beveled at a slope not to exceed 1:2. (ANSI 404.2.4; 2010 Standards 404.2.5)

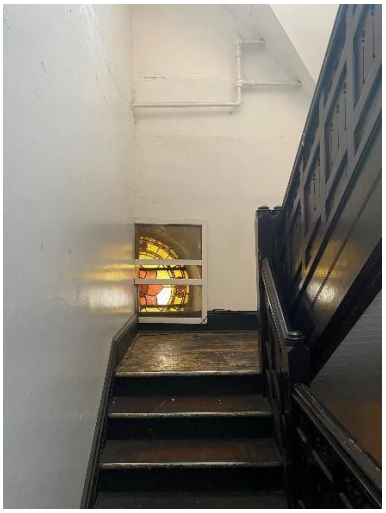
Handrails. Interior and exterior stairs that are part of a means of egress must have compliant handrails. (2010 Standards 210.1, 504.6) Most stair handrails in this project were NOT accessible, due to lack of extensions and returns. At the top of a stair flight, handrails must extend horizontally above the landing for 12 inches minimum beginning directly above the first riser nosing (or must be continuous to the handrail of an adjacent stair flight). At the bottom of a stair flight, handrails must extend at the slope of the stair flight for a horizontal distance at least equal to one tread depth beyond the last riser nosing (or must be continuous to the handrail of an adjacent stair flight). After extending the minimum dimension, extensions must return to a wall, guard, or the landing surface (2010 Standards 505.10). While the NYCBC does not specifically address handrails in Chapter 11 Accessibility, similar requirements exist in Chapter 10 Means of Egress.



The U.S. Access Board has clarified in their *Guide to the ADA Standards* that the handrail extension is measured to the start of the return radius.



In several locations, handrails were missing completely. Handrails must be provided on both sides of stairs (1009.12; 2010 Standards 505.2).


Floor Material. There were several locations in the existing wood floor, where the changes in level exceeded 1/4 of an inch. Changes in level of 1/4 inch high maximum are allowed to be vertical. Changes in level greater than 1/4 inch in height and not more than 1/2 inch maximum in height must be beveled with a slope not steeper than 1:2. Changes in level greater than 1/2 inch in height must be ramped with landings (ANSI 303; 2010 Standards 303).

Signage. No accessible signage was provided in the building.

Directional Signage. Directional signage is required at inaccessible building entrances and inaccessible public toilet rooms in this project indicating the nearest accessible route or toilet room. (NYCBC 1110.2; 2010 Standards 216.6, 216.8) Where a directional sign is required, it should be located to minimize backtracking. In some cases, this could mean locating a sign at the beginning of a route, not just at the inaccessible entrances to a building (2010 Standards Advisory 216.6).

Room Identification & Exits. Where interior or exterior signs are provided identifying permanent rooms and spaces, accessible visual and raised characters must be provided (NYCBC E107.2; 2010 Standards 216.2). Where a tactile sign is provided at a door, the sign must be alongside the door at the latch side. Where no wall space is provided on the latch side of a single door, or to the right side of double doors, signs must be on the nearest adjacent wall (ANSI 703.3.11; 2010 Standards 703.4.2).

Informational. Signs that provide direction to or information about interior spaces and facilities of the site must have accessible visual characters (NYCBC E107.3; 2010 Standards 216.3).

CONCLUSION

The existing West Park Presbyterian church is inaccessible, as any person using a wheeled mobility device cannot enter or move through the building or utilize the facility with full and equal enjoyment. Any new or altered element must be designed and constructed to be compliant with the 2010 ADA Standards (if applicable based on the planned use) and NYC Building Code accessibility requirements. If the building use changes, the ADA Path of Travel obligations must be met due to the alteration of a primary function of the facility up to 20% of the cost of the alteration work. Items not new or altered should be evaluated as items for barrier removal or documented for future barrier removal, should the use change.

Per NYCBC where the value of the alteration **exceeds 50 percent of the value of the existing building, or if the alteration project includes a change in the dominant occupancy use** of the building, **then the entire building must comply with the accessibility requirements for new construction**, including but not limited to providing accessible entrances, an accessible route to all levels of the building, accessible toilet and bathing rooms, and an accessible assembly space.

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Exhibit L

LBG – Repair and Restoration Budgets: Community Facility and Residential Scenarios

Leeding Builders Group, LCC
33 East 33rd Street, 7th Floor
New York, NY 10016

West Park Presbyterian Church
165 West 86th Street, New York, NY

Preliminary Budget

Revised February 18, 2022

Issued to Alchemy Properties

LBG

2/18/2022

Preliminary Budget - Assumptions
West Park Presbyterian Church - 165 West 86th Street

Estimate was based on the following documents:

FMD Memo to DOB dated November 12, 2021 Amended December 2, 2021
FMD Façade Review Quantities dated December 12, 2021
FMD Memo to DOB re Violation 21-01507Dated November 16, 2021

CCI Accessibility Survey Existing Conditions dated November 11, 2021
CCI Fire Protection and Life Safety Existing Conditions Survey dated November 8, 2021 Revised November 11, 2021

Severud Associates Structural Observation Report Dated November 9, 2021
Severud Associates Structural Observation Report Dated November 16, 2021
Severud Emergency Structural Repair Sketch Dated November 23, 2021

FX Collabrative"WPPC Existing Church Facility Area" Dated February 16, 2022

Assumptions, Qualifications and Exclusions:

No remedial work to the existing roof is included as no information is available at this time.
One new elevator was assumed
FFE work specific to the church, including fire rated stage equipment is excluded
All permits are by owner.

Two new bathrooms were included per floor in the chapel building. Allowances have been carried to modify the structure to allow access from the sanctuary building to the chapel building (exact scope TBD)
Restoration of existing millwork is excluded. It is assumed that any repair work will use new substitutions.
SSM is excluded
Construction hoist is excluded.
No costs are included to meet existing light and air requirements
An allowance is included for new insulation to meet energy code and new exterior glazing OVER the existing glass windows.
Note that while we are carrying costs for repairing the façade, there has been no discussion on bringing the building up to code for seismic considerations. Should there be a need to stabilize the masonry bell tower / steeple, there would be considerable costs for structural reinforcement and bracing that are not currently included.

Note the above do not take into account modifications to the existing foundation, slabs or supporting elements that may be required due to the new increase in loading due to change in occupancy.

Alternates:

Assume $300 to $350 /sf for NEW floor area added for Office or Retail 'White Box"

Assume $200 to $250 / sf to UPGRADE EXISTING floor area for Office or Retail "White Box"

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Preliminary Budget - Summary
West Park Presbyterian Church - 165 West 86th Street

TRADE DESCRIPTION	A Code Interior Scope	B Code - Church Specific	C Emergency Repair	D Façade Restoration	E Work for Struct Repairs	E=A+B+C+D COST	F=E/Area $ / GSF
						GSF =	24,688
02 40 00 - Demo	$675,000	$25,000	$0	$0	$750,000	$1,450,000	$ 58.73
02 40 10 - Abatement	$390,000	$0	$0	$0	$0	$390,000	$ 15.80
03 30 00 - Cast In Place Concrete	$180,000	$0	$0	$0	$0	$180,000	$ 7.29
04 20 00 - Masonry	$125,000	$0	$0	$0	$500,000	$625,000	$ 25.32
04 30 00 - Façade Restoration and Repair	$18,500	$0	$24,600	$17,994,055	$0	$18,037,155	$ 730.60
05 10 00 - Structural Steel	$980,000	$0	$0	$0	$250,000	$1,230,000	$ 49.82
05 20 00 - Misc Metal	$145,000	$170,500	$0	$0	$0	$315,500	$ 12.78
06 05 00 - Structural Repair (Wood Framing / Trusses)	$0	$0	$0	$0	$175,000	$175,000	$ 7.09
06 10 00 - Drywall / Miscellaneous Carpentry / Millwork & Trim	$1,986,680	$50,000	$0	$0	$750,000	$2,786,680	$ 112.88
06 40 00 - Architectural Millwork	$0	$350,000	$0	$0	$0	$350,000	$ 14.18
07 20 00 - Fireproofing	$100,000	$0	$0	$0	$0	$100,000	$ 4.05
07 40 00 - Roofing / Waterproofing	$0	$0	$0	$0	$0	$0	$ -
08 10 00 - Doors, Frames & Hardware (furnish only)	$30,600	$303,000	$0	$0	$0	$333,600	$ 13.51
08 50 00 - New Windows, Louvers, Replacement Windows	$350,000	$0	$0	$0	$0	$350,000	$ 14.18
08 80 00 - Interior Glazing & Shower Doors	$0	$0	$0	$0	$0	$0	$ -
09 30 00 - Ceramic and Stone	$64,000	$0	$0	$0	$0	$64,000	$ 2.59
09 60 00 - Wood Flooring & Carpet	$0	$360,125	$0	$0	$0	$360,125	$ 14.59
09 90 00 - Painting	$0	$250,000	$0	$0	$0	$250,000	$ 10.13
10 14 00 - Signage	$25,000	$0	$0	$0	$0	$25,000	$ 1.01
10 80 00 - Specialties	$25,000	$0	$0	$0	$0	$25,000	$ 1.01
11 95 00 - Winter Heat, Summer Concrete, and Climate Control	$0	$0	$0	$0	$0	$0	$ -
14 20 00 - Elevators	$300,000	$0	$0	$0	$0	$300,000	$ 12.15
14 85 00 - Scaffolding and Protection	$311,750	$0	$0	$0	$350,000	$661,750	$ 26.80
21 00 00 - Fire Protection System	$572,504	$0	$0	$0	$0	$572,504	$ 23.19
22 00 00 - Plumbing	$525,000	$0	$0	$0	$0	$525,000	$ 21.27
23 00 00 - HVAC Piping & Ductwork	$1,290,000	$0	$0	$0	$0	$1,290,000	$ 52.25
26 00 00 - Electrical & Low Voltage	$859,537	$0	$0	$0	$0	$859,537	$ 34.82
26 50 00 - Lighting Fixtures	$74,064	$0	$0	$0	$0	$74,064	$ 3.00
31 00 00 - Excavation / Foundation	$318,000	$0	$0	$0	$59,000	$377,000	$ 15.27
32 30 00 - Site work	$0	$0	$0	$0	$0	$0	$ -
32 40 00 - Landscaping	$0	$0	$0	$0	$0	$0	$ -
01 35 04 - Site Security (Allowance)	$330,000	$0	$0	$0	$0	$330,000	$ 13.37
01 35 28 - Site Safety (Excluded)	$0	$0	$0	$0	$0	$0	$ -
FFE - EXCLUDED	$0	$0	$0	$0	$0	$0	$ -
	$9,675,635	**$1,508,625**	**$24,600**	**$17,994,055**	**$2,834,000**	**$ 32,036,915**	**$ 1,297.67**
				General Conditions Costs	13%	$ 4,164,799	
					Subtotal	$ 36,201,714	
				Design Contingency	10%	$ 3,203,692	
				Construction Contingency	10%	$ 3,203,692	
					Subtotal	$ 42,609,097	
				CCIP	9.00%	$ 3,834,819	
					Subtotal	$ 46,443,916	
				Insurance (Professional/Auto/Offsite/ Pollution)	2.50%	$ 1,065,227	
					Subtotal	$ 47,509,143	
				Construction Services Fee	4.00%	$ 1,704,364	
					Subtotal	$ 49,213,507	
				SDI Program ($32,036,915)	1.75%	$ 560,646	
					Total	**$ 49,774,153**	**$ 2,016.13**

Preliminary Budget Detail
WPPC 165 86th St
2/18/22

	Description	Quantity		Cost			Total	Cat
02 40 00 - Demo								
1	Decomission and demo / remove existing elevator	1.00	lsum	$75,000.00	/	lsum	$75,000	I
2	Demo slabs to enlarge elevator shaft (slabs and walls)	4.00	ea	$15,000.00	/	ea	$60,000	I
3	Selective demo for MEP access and installation of all new work…	1.00	allow	$250,000.00	/	allow	$250,000	I
4	Demo and remove existing boilers	1.00	lsum	$25,000.00	/	lsum	$25,000	I
5	Demo (E) Stairs Enlarge Slab openings for new exgress stairs (4	8.00	ea	$20,000.00	/	ea	$160,000	I
6	Demo and dispose of existing boilers	2.00	ea	$15,000.00	/	ea	$30,000	I
7	Misc probe allowance for MEP, structure, etc	1.00	allow	$75,000.00	/	allow	$75,000	I
8	Demo INTERIOR FINISHES to expose brick and structural truss deficiencies. (Severud 11/16/21 P3 #3, 4)	1.00	allow	$750,000.00	/	allow	$750,000	U
9	Partial Demo Existing Stairs for ADA Entrances (per CCI	1.00	allow	$25,000.00	/	allow	$25,000	C
				02 40 00 - Demo			**$1,450,000**	
02 40 10 - Abatement								
1	Abatement Allowance (Interior only)	1.00	lsum	$350,000.00	/	lsum	$350,000	I
2	Abate existing abandoned boilers	2.00	ea	$20,000.00	/	ea	$40,000	I
				02 40 10 - Abatement			**$390,000**	
03 30 00 - Cast In Place Concrete								
1	Concrete infill at slabs at enlarged elevator opening	4.00	ea	$10,000.00	/	ea	$40,000	I
2	Patch Concrete at new egress stair opening	8.00	lsum	$10,000.00	/	lsum	$80,000	I
3	Misc MEP opening patching allowance	1.00	lsum	$50,000.00	/	lsum	$50,000	I
4	MEP Pads	1.00	allow	$10,000.00	/	allow	$10,000	I
5	New Landings, misc infill (per CCI Report 11/11/21 pg 15)	1.00	allow	$25,000.00	/	allow	$25,000	C
6	Pour Ramps for ADA Entrances (per CCI 11/11/21 pg 3)	1.00	allow	$25,000.00	/	allow	$25,000	I
7	Concrete Ramps for ADA GF Access (per CCI 11/11/21 pg 4)	1.00	allow	$17,000.00	/	allow	$17,000	C
8	Concrete Ramps for ADA Santuary Access (per CCI 11/11/21 pg	1.00	allow	$5,000.00	/	allow	$5,000	C
				03 30 00 - Cast In Place Concrete			**$180,000**	
04 20 00 - Masonry								
1	Misc patching allowance for MEP access holes	1.00	allow	$125,000.00	/	allow	$125,000	I
2	Structural masonry repair (per Severud 11/16/21 p2, 3 #3, 4)	1.00	allow	$500,000.00	/	allow	$500,000	U
				04 20 00 - Masonry			**$625,000**	

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	Description	Quantity		Cost			Total	Cat
04 30 00 - Façade Restoration and Repair								
1	Lift Rental for Inspections - Nova Proposal dated 7/26/21	1.00	lsum	$18,500.00	/	lsum	$18,500	I
2	Emergency Repair Work per Severud / FMD sketches - Work by	1.00	lsum	$20,600.00	/	lsum	$20,600	R
3	Restoration work per Nova Propsal Dated 1/7/22	1.00	lsum	$17.00	/	lsum	$17,994,055	F
4	Stone removal (part of emergency work	1.00	lsum	$2,500.00	/	lsum	$2,500	R
5	Filing fee for DOB Emergency work	1.00	lsum	$1,500.00	/	lsum	$1,500	R
	04 30 00 - Façade Restoration and Repair						**$18,037,155**	
05 10 00 - Structural Steel								
1	New framing for elevator shaft (columns and beams)	4.00	ea	$65,000.00	/	ea	$260,000	I
2	Rail supports for elevator	4.00	ea	$5,000.00	/	ea	$20,000	I
3	Structural framing / reinfocements for new AC units.	1.00	lsum	$25,000.00	/	lsum	$25,000	I
4	Framing for new egress stairs	8.00	lsum	$75,000.00	/	lsum	$600,000	I
5	Allowance for repair.	1.00	lsum	$75,000.00	/	lsum	$75,000	I
6	Structural repair of façade walls and truss supports (per Severud 11/16/21 pg 3 # 3,4,5)	1.00	allow	$250,000.00	/	allow	$250,000	U
	05 10 00 - Structural Steel						**$1,230,000**	
05 20 00 - Misc Metal								
1	New Egress Stairs (2 Runs - 5 floors each from cellar to 4th	8.00	lsum	$15,000.00	/	lsum	$120,000	I
2	Dunnage for new AC VRF units	1.00	lsum	$25,000.00	/	lsum	$25,000	I
3	Misc handrail allowance - code only (per CCI report 11/11/21	1.00	allow	$75,000.00	/	allow	$75,000.00	C
4	Balcony handrail allowance - code only (per CCI report	1.00	allow	$50,000.00	/	allow	$50,000.00	C
5	Install Railings for ADA Entrances (per CCI 11/11/21 pg 3)	1.00	allow	$15,000.00	/	allow	$15,000.00	C
6	Decorative railings for ADA GF Access (per CCI 11/11/21 pg 4)	1.00	allow	$25,000.00	/	allow	$25,000.00	C
7	Decorative railings for ADA Santuary Access (per CCI 11/11/21	1.00	allow	$5,500.00	/	allow	$5,500.00	C
	05 20 00 - Misc Metal						**$315,500**	
06 05 00 - Structural Repair (Wood Framing / Trusses)								
1	Allowances for joists and trusses (per Severud 11/16/21 pg 3 #5)	1.00	allow	$150,000.00	/	lsum	$150,000	U
2	Repair of storage Room Floor (per Severud 11/16/21 #6)	1.00	lsum	$25,000.00	/	lsum	$25,000	U
3		1.00	lsum		/	lsum	$0	I
4		1.00	lsum		/	lsum	$0	I
	06 05 00 - Structural Repair (Wood Framing / Trusses)						**$175,000**	

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	Description	Quantity		Cost			Total	Cat
06 10 00 - Drywall / Miscellaneous Carpentry / Millwork & Trim								
1	New elevator shaft walls	1500	sf	$18.00	/	sf	$27,000.00	I
2	Patching for MEP trades / probes etc	1	allow	$100,000.00	/	allow	$100,000.00	I
3	New Shaftwall for stairs (per CCI report 11/11/21 page 7)	6720	lsum	$18.00	/	lsum	$120,960.00	I
4	New doors (Install) (per CCI report 11/11/21 page 7)	20	lsum	$500.00	/	lsum	$10,000.00	I
5	New bathroom walls	6720	sf	$11.00	/	sf	$73,920.00	I
6	New cellar framing for new EMR closet, new services and egress	2650	sf	$12.00	/	sf	$31,800.00	I
7	Patching of Damage to Existing Plaster	1	lsum	$350,000.00	/	lsum	$350,000.00	I
8	Temp Protection Allowance	1	lsum	$75,000.00	/	lsum	$75,000.00	I
9	New Rated Ceilings at Chapel building	12000	sf	$9.00	/	sf	$108,000.00	I
10	Removal and reinstallation of pews in Sancuary	1	lsum	$50,000.00	/	lsum	$50,000.00	C
11	New egress from stairs - route TBD Allowance only (per CCI report 11/11/21 page 7)	1	allow	$150,000.00	/	allow	$150,000.00	I
12	New Spray / blown-in insulation to meet Energy Code	56000	sf	$15.00	/	sf	$840,000.00	I
13	Restoration of blackiron, framing, ceiling and interior finishes for structural repairs (Severud 11/16/21 various)	1	allow	$750,000.00	/	allow	$750,000.00	U
14	OSHA Protection	1	allow	$100,000.00	/	allow	$100,000.00	I
	06 10 00 - Drywall / Miscellaneous Carpentry / Millwork & Trim						**$2,786,680**	
06 40 00 - Architectural Millwork								
1	Repair of existing millwork / architecural elements	1.00	lsum	$350,000.00	/	lsum	$350,000	C
	06 40 00 - Architectural Millwork						**$350,000**	
07 20 00 - Fireproofing								
1	Spray FP at newframing	1.00	lsum	$65,000.00	/	lsum	$65,000	I
2	Spray FP patching allowance	1.00	allow	$35,000.00	/	lsum	$35,000	I
	07 20 00 - Fireproofing						**$100,000**	
07 40 00 - Roofing / Waterproofing								
1	Excluded	1.00	lsum		/	lsum	$0	I
	07 40 00 - Roofing / Waterproofing						**$0**	

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	Description	Quantity	Cost			Total	Cat
08 10 00 - Doors, Frames & Hardware (furnish only)							
1	New Stair Doors	8.00 ea	$1,800.00	/	ea	$14,400	I
2	New EMR Door	1.00 ea	$1,800.00	/	ea	$1,800	I
3	New Bathroom Doors	8.00 ea	$1,800.00	/	ea	$14,400	I
4	Misc Repairs for existing doors	1.00 allow	$50,000.00	/	allow	$50,000	C
5	Modify / Repair Existing Wood Doors for ADA Entrances (per	1.00 allow	$120,000.00	/	allow	$120,000	C
6	Modify openings for ADA Entry Doors (per CCI 11/11/21 pg 6)	1.00 allow	$50,000.00	/	allow	$50,000	C
7	New Doors all locations for ADA Entry Doors (per CCI 11/11/21	1.00 allow	$75,000.00	/	allow	$75,000	C
8	Modify Thresholds for ADA Entry Doors (per CCI 11/11/21 pg 6)	1.00 allow	$8,000.00	/	allow	$8,000	C
	08 10 00 - Doors, Frames & Hardware (furnish only)					**$333,600**	
08 50 00 - New Windows, Louvers, Replacement Windows							
1	Existing Window Restoration - Inc With Façade Retoration	0.00 allow	$0.00	/	allow	$0	C
2	Additional lite for energy code (Assumed)	1.00 allow	$350,000.00	/	allow	$350,000	I
	08 50 00 - New Windows, Louvers, Replacement Windows					**$350,000**	
08 80 00 - Interior Glazing & Shower Doors							
1	Excluded	1.00 lsum		/	lsum	$0	I
	08 80 00 - Interior Glazing & Shower Doors					**$0**	
09 30 00 - Ceramic and Stone							
1	New Bathroom Tile Floors and Walls	8 ea	$8,000	/	ea	$64,000	I
	09 30 00 - Ceramic and Stone					**$64,000**	
09 60 00 - Wood Flooring & Carpet							
1	Remove and replace carpet	11125.00 sf	$9.00	/	sf	$100,125	C
2	VCT in Chapel offices	12000.00 sf	$5.00	/	sf	$60,000	C
3	Wood Floor Repair / Restoration Allowance	1.00 allow	$125,000.00	/	allow	$125,000	C
4	Flooring allowance for ADA GF Access (per CCI 11/11/21 pg 4)	1.00 allow	$50,000.00	/	allow	$50,000	C
5	Flooring allowance for ADA Santuary Access (per CCI 11/11/21 pg 5)	1.00 allow	$25,000.00	/	allow	$25,000	C
	09 60 00 - Wood Flooring & Carpet					**$360,125**	

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	Description	Quantity		Cost			Total	Cat
09 90 00 - Painting								
1	Paint Interior	1.00	lsum	$250,000.00	/	lsum	$250,000	C
				09 90 00 - Painting			**$250,000**	
10 14 00 - Signage								
1	Allowance for Code Signage	1.00	allow	$25,000.00	/	allow	$25,000	I
				10 14 00 - Signage			**$25,000**	
10 80 00 - Specialties								
1	Fire Extinguisher Cabinets	1.00	allow	$25,000.00	/	allow	$25,000	I
				10 80 00 - Specialties			**$25,000**	
11 95 00 - Winter Heat, Summer Concrete, and Climate Control								
1	Excluded	1.00	allow		/	allow	$0	I
				11 95 00 - Winter Heat, Summer Concrete, and Climate Control			**$0**	
14 20 00 - Elevators								
1	New 4 stop elevator (stretcher car)	4.00	stops	$75,000.00	/	stops	$300,000	I
				14 20 00 - Elevators			**$300,000**	
14 85 00 - Scaffolding and Protection								
1	Install common scaffold for entire Nave / Sancuary (40' high)	3360.00	sf	$50.00	/	sf	$168,000	I
2	Install common scaffold for entire Nave / Sancuary (25' high)	2850.00	sf	$35.00	/	sf	$99,750	I
3	Stair Towers inc above	0.00	ea	$0.00	/	ea	$0	I
4	Shoring for truss repairs to cellar (per Severud 11/16/21 Pg3 #4)	1.00	allow	$350,000.00	/	allow	$350,000	U
5	Sidewalk Bridge - INCLUDED WITH FAÇADE RESTORATION	0.00	lf	$500.00		lf	$0	I
5	Jersey Barriers / Logistics	200.00	lf	$155.00		lf	$31,000	I
6	Site Fence	200.00	lf	$65.00		lf	$13,000	I
				14 85 00 - Scaffolding and Protection			**$661,750**	

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21 00 00 - Fire Protection System								
1	New Fire Pumps	1.00	lsum	$125,000.00	/	lsum	$125,000	I
2	CCI11/11/21 Report page 6, 18)	2.00	ea	$75,000.00	/	ea	$150,000	I
3	Install of pipe and heads (per CCI11/11/21 Report page 6, 18)	24688.00	sf	$8.00	/	sf	$197,504	I
4	New standpipe in new egress stairs (per CCI11/11/21 Report page 6, 18)	2.00	lsum	$50,000.00	/	lsum	$100,000	I
								I
	21 00 00 - Fire Protection System						**$572,504**	
22 00 00 - Plumbing								
1	New sump pump for elevator	1.00	lsum	$15,000.00	/	lsum	$15,000	I
2	New water service for Fire Protection	1.00	lsum	$35,000.00	/	lsum	$35,000	I
3	Upgrade new boiler	1.00	lsum	$25,000.00	/	lsum	$25,000	I
4	New domestic HW heater	1.00	lsum	$15,000.00	/	lsum	$15,000	I
5	New heat piping	1.00	lsum	$200,000.00	/	lsum	$200,000	I
6	New domestic lines to new bathrooms	1.00	lsum	$65,000.00	/	lsum	$65,000	I
7	New bathrooms (assume 2 per floor) (rough and fixtures, accessories)	10.00	lsum	$15,000.00	/	lsum	$150,000	I
8	Disconnect and reconnect existing systems	1.00	lsum	$20,000.00	/	lsum	$20,000	I
	22 00 00 - Plumbing						**$525,000**	
23 00 00 - HVAC Piping & Ductwork								
1	Ventilation for elevator shaft	1.00	lsum	$25,000.00	/	lsum	$25,000	I
2	AC for EMR closet	1.00	lsum	$15,000.00	/	lsum	$15,000	I
3	Assumed new VRF cooling system (air cooled)	1.00	lsum	$400,000.00	/	lsum	$400,000	I
4	Install new interior ductless units and condonsate lines	1.00	lsum	$200,000.00	/	lsum	$200,000	I
5	New make up air system	1.00	lsum	$250,000.00	/	lsum	$250,000	I
6	New smoke purge system(per CCI Report 11/11/21 page 6)	1.00	lsum	$350,000.00	/	lsum	$350,000	I
7	New TX riser	1.00	lsum	$50,000.00	/	lsum	$50,000	I
	23 00 00 - HVAC Piping & Ductwork						**$1,290,000**	

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	Description	Quantity		Cost			Total	Cat
26 00 00 - Electrical & Low Voltage								
1	Elevator power (from switchgear to disconnect	1.00	lsum	$45,000.00	/	lsum	$45,000	I
	Fire Alarm (per CCI Report 11/11/21 page 6)							
2	Install conduit and wire for new FA	24688.00	lsum	$6.00	/	lsum	$148,128	I
3	New devices	1.00	lsum	$150,000.00	/	lsum	$150,000	I
4	New FA command center	1.00	lsum	$65,000.00	/	lsum	$65,000	I
5	Power to new AC VRF units	1.00	lsum	$45,000.00	/	lsum	$45,000	I
6	Upgrade switchgear / service size	1.00	allow	$250,000.00	/	allow	$250,000	I
7	Upgrade Stage Lighting	0.00	allow	$50,000.00	/	allow	$0	I
8	Upgrade Stage Audio	0.00	allow	$25,000.00	/	allow	$0	I
9	Temp Lighting / Power	24688.00	sf	$1.50	/	sf	$37,032	I
10	Disconnect / existing equipment and reconnect	1.00	allow	$20,000.00	/	allow	$20,000	I
11	Emergency Lighting (per CCI Report 11/11/21 page 7, 16)	24688.00	lsum	$2.00	/	lsum	$49,376	I
12	New Exit Signage (per CCI Report 11/11/21 page 7, 16)	1.00	allow	$20,000.00	/	allow	$20,000	I
	New Step lighting install only (per CCI Report 11/11/21 page							
13	12)	1.00	allow	$15,000.00	/	allow	$15,000	I
14	New CO monitors (per CCI Report 11/11/21 page 19	1.00	allow	$15,001.00	/	allow	$15,001	I
				26 00 00 - Electrical & Low Voltage			**$859,537**	
26 50 00 - Lighting Fixtures								
1	Allowace (excludes decorative fixtures)	24688.00	sf	$3.00	/	sf	$74,064	I
				26 50 00 - Lighting Fixtures			**$74,064**	
31 00 00 - Excavation / Foundation								
1	Demo and excavate for new elevator pit (inc disposal)	1.00	lsum	$85,000.00	/	lsum	$85,000	I
2	SOE / underpinning for new elevator	1.00	lsum	$75,000.00	/	lsum	$75,000	I
3	Waterproofing for elevator pit	1.00	lsum	$8,000.00	/	lsum	$8,000	I
4	Concrete for elevator pit	1.00	lsum	$50,000.00	/	lsum	$50,000	I
5	Foundations for stair towers	2.00	ea	$50,000.00	/	ea	$100,000	I
6	Infill of vault (per Severud 11/16/21 #7)	1.00	allow	$34,000.00	/	allow	$34,000	U
7	Cellar Void Repair (per Severud 11/16/21 #8)	1.00	allow	$25,000.00	/	allow	$25,000	U
				31 00 00 - Excavation / Foundation			**$377,000**	
32 30 00 - Site work								
1	Demo Sidewalk and curb	2800.00	sf	$15.00		sf	$42,000	I
	New Steel Faced Curbs	200.00	lf	$65.00		lf	$13,000	I
	New Sidewalk	2800.00	sf	$25.00		sf	$70,000	I
	Street Repair	200.00	lf	$50.00		lf	$10,000	I
				32 30 00 - Site work			**$135,000**	

Preliminary Budget Detail
WPPC 165 86th St
2/18/22

	Description	Quantity		Cost			Total	Cat
32 40 00 - Landscaping								
1	Excluded	1.00	lsum		/	lsum	$0	I
			32 40 00 - Landscaping				**$0**	
01 35 04 - Site Security (Allowance)								
1	Security - Working Hours	20.00	month	$3,900.00	/	month	$78,000	I
2	Security - Non Working Hours	20.00	month	$12,600.00	/	month	$252,000	I
			01 35 04 - Site Security (Allowance)				**$330,000**	
01 35 28 - Site Safety (Excluded)								
1	Site Safety - not required	1.00	lsum		/	lsum	$0	I
			01 35 28 - Site Safety (Excluded)				**$0**	

Leeding Builders Group, LCC
33 East 33rd Street, 7th Floor
New York, NY 10016

West Park Presbyterian Church
165 West 86th Street, New York, NY

Preliminary Budget - Multi Unit Resi Conversion

Revised April 1, 2022

Issued to Alchemy Properties

LBG

4/1/2022

Preliminary Budget - Multi Unit - Assumptions
West Park Presbyterian Church - 165 West 86th Street

Estimate was based on the following documents:

FMD Memo to DOB dated November 12, 2021 Amended December 2, 2021
FMD Façade Review Quantities dated December 12, 2021
FMD Memo to DOB re Violation 21-01507Dated November 16, 2021

CCI Accessibility Survey Existing Conditions dated November 11, 2021
CCI Fire Protection and Life Safety Existing Conditions Survey dated November 8, 2021 Revised November 11, 2021

Severud Associates Structural Observation Report Dated November 9, 2021
Severud Associates Structural Observation Report Dated November 16, 2021
Severud Emergency Structural Repair Sketch Dated November 23, 2021

FX Collabrative"WPPC Existing Church Facility Area" Dated February 16, 2022
FX Collabrative "WPPC Residential Conversion Upper West Side" dated March 8, 2022
Email dated March 9, 2022 From FXC Specifing 18 units.

Assumptions, Qualifications and Exclusions:

One new elevator was assumed
All permits are by owner.
SSM is excluded
Construction hoist is excluded.
Assumes level of finish comperable to 278 8th Ave Market Rate Rentals
Further information is required to accurately price new foundation for new structure.
Further investigation is required to accurately price modification to existing roof structre to allow for new rear yards.

Note that while we are carrying costs for repairing the façade, there has been no discussion on bringing the building up to code for seismic considerations. Should there be a need to stabilize the masonry bell tower / steeple, there would be considerable costs for structural reinforcement and bracing that are not currently included.

Alternates:

LBG

Preliminary Budget - Summary
West Park Presbyterian Church - 165 West 86th Street

TRADE DESCRIPTION	CCIP	SDI	A Residential Conversion	B Not Used	C Emergency Repair	D Façade Restoration	E Work for Struct Repairs	E=A+B+C+D COST	F=E/Area $ / GSF
								GSF =	34,517
02 40 00 - Demo	Y	Y	$3,861,360	$0	$0	$0	$0	$3,861,360	$ 111.87
02 40 10 - Abatement	Y	Y	$790,000	$0	$0	$0	$0	$790,000	$ 22.89
03 30 00 - Cast In Place Concrete	Y	Y	$50,000	$0	$0	$0	$0	$50,000	$ 1.45
04 20 00 - Masonry	Y	Y	$510,903	$0	$0	$0	$150,000	$660,903	$ 19.15
04 30 00 - Façade Restoration and Repair	Y	Y	$358,500	$0	$24,600	$17,994,055	$0	$18,377,155	$ 532.41
05 10 00 - Structural Steel	Y	Y	$525,000	$0	$0	$0	$0	$525,000	$ 15.21
05 20 00 - Misc Metal	Y	Y	$217,663	$0	$0	$0	$0	$217,663	$ 6.31
06 05 00 - Structural Repair (Wood Framing / Trusses)	Y	Y	$0	$0	$0	$0	$175,000	$175,000	$ 5.07
06 10 00 - Drywall / Miscellaneous Carpentry / Millwork & Trim	Y	Y	$100,000	$0	$0	$0	$0	$100,000	$ 2.90
06 40 00 - Architectural Millwork	Y	Y	$0	$0	$0	$0	$0	$0	$ -
07 20 00 - Fireproofing	Y	Y	$0	$0	$0	$0	$0	$0	$ -
07 40 00 - Roofing / Waterproofing	Y	Y	$1,500,000	$0	$0	$0	$0	$1,500,000	$ 43.46
08 10 00 - Doors, Frames & Hardware (furnish only)	Y	Y	$8,000	$0	$0	$0	$0	$8,000	$ 0.23
08 50 00 - New Windows, Louvers, Replacement Windows	Y	Y	$445,000	$0	$0	$0	$0	$445,000	$ 12.89
08 80 00 - Interior Glazing & Shower Doors	Y	Y	$0	$0	$0	$0	$0	$0	$ -
09 30 00 - Ceramic and Stone	Y	Y	$0	$0	$0	$0	$0	$0	$ -
09 60 00 - Wood Flooring & Carpet	Y	Y	$0	$0	$0	$0	$0	$0	$ -
09 90 00 - Painting	Y	Y	$250,000	$0	$0	$0	$0	$250,000	$ 7.24
10 14 00 - Signage	Y	Y	$25,000	$0	$0	$0	$0	$25,000	$ 0.72
10 80 00 - Specialties	Y	Y	$25,000	$0	$0	$0	$0	$25,000	$ 0.72
11 95 00 - Winter Heat, Summer Concrete, and Climate Control	Y	Y	$50,000	$0	$0	$0	$0	$50,000	$ 1.45
14 20 00 - Elevators	Y	Y	$600,000	$0	$0	$0	$0	$600,000	$ 17.38
14 85 00 - Scaffolding and Protection	Y	Y	$311,750	$0	$0	$0	$350,000	$661,750	$ 19.17
21 00 00 - Fire Protection System	Y	Y	$651,136	$0	$0	$0	$0	$651,136	$ 18.86
22 00 00 - Plumbing	Y	Y	$525,000	$0	$0	$0	$0	$525,000	$ 15.21
23 00 00 - HVAC Piping & Ductwork	Y	Y	$1,290,000	$0	$0	$0	$0	$1,290,000	$ 37.37
26 00 00 - Electrical & Low Voltage	Y	Y	$952,913	$0	$0	$0	$0	$952,913	$ 27.61
26 50 00 - Lighting Fixtures	Y	Y	$103,551	$0	$0	$0	$0	$103,551	$ 3.00
31 00 00 - Excavation / Foundation	Y	Y	$318,000	$0	$0	$0	$59,000	$377,000	$ 10.92
32 30 00 - Site work	Y	Y	$135,000	$0	$0	$0	$0	$135,000	$ 3.91
32 40 00 - Landscaping	Y	Y	$0	$0	$0	$0	$0	$0	$ -
01 35 04 - Site Security (Allowance)	Y	Y	$330,000	$0	$0	$0	$0	$330,000	$ 9.56
01 35 28 - Site Safety (Excluded)	Y	Y	$0	$0	$0	$0	$0	$0	$ -
50 00 00 - Residential Fit Out Allowance	Y	Y	$ 6,029,650	$ -	$ -	$ -	$ -	$6,029,650	$ 175
FFE - EXCLUDED			$0	$0	$0	$0	$0	$0	$ -
			$19,963,426	**$0**	**$24,600**	**$17,994,055**	**$734,000**	**$ 38,716,081**	**$ 1,121.65**

General Conditions Costs	13%	$ 5,033,091
Subtotal		$ 43,749,171
Design Contingency	10%	$ 3,871,608
Construction Contingency	10%	$ 3,871,608
Subtotal		$ 51,492,388
CCIP	9.50%	$ 4,891,777
Subtotal		$ 56,384,164
Insurance (Professional/Auto/Offsite/ Pollution)	2.50%	$ 1,287,310
Subtotal		$ 57,671,474
Construction Services Fee	4.00%	$ 2,059,696
Subtotal		$ 59,731,170
SDI Program ($38,716,081)	1.75%	$ 677,531
Total		**$ 60,408,701**

Preliminary Budget Detail
WPPC 165 86th St
4/1/22

	Description	Quantity		Cost			Total	Cat
02 40 00 - Demo								
1	Decomission and demo / remove existing elevator	1.00	lsum	$75,000.00	/	lsum	$75,000	I
2	Partial Demo Existing Stairs for ADA Entrances (per CCI	1.00	allow	$25,000.00	/	allow	$25,000	I
3	Demolish all interior slabs from Cellar to Attic	34517.00	sf	$80.00	/	sf	$2,761,360	I
4	Stabilize Façade to allow for demo and new slabs	1.00	allow	$1,000,000.00	/	allow	$1,000,000	I
				02 40 00 - Demo			**$3,861,360**	
02 40 10 - Abatement								
1	Abatement Allowance (Interior only - assumes MEP, Plaster and Roof Flashing))	1.00	lsum	$750,000.00	/	lsum	$750,000	I
2	Abate existing abandoned boilers	2.00	ea	$20,000.00	/	ea	$40,000	I
				02 40 10 - Abatement			**$790,000**	
03 30 00 - Cast In Place Concrete								
1	Concrete infill at slabs at enlarged elevator opening	4.00	ea	$10,000.00	/	ea	$40,000	I
2	MEP Pads	1.00	allow	$10,000.00	/	allow	$10,000	I
3	Pour Ramps for ADA Entrances (per CCI 11/11/21 pg 3)	1.00	allow	$25,000.00	/	allow	$25,000	I
4	Concrete Ramps for ADA GF Access (per CCI 11/11/21 pg 4)	1.00	allow	$17,000.00	/	allow	$17,000	I
5	Concrete Ramps for ADA Santuary Access (per CCI 11/11/21 pg 5)	1.00	allow	$5,000.00	/	allow	$5,000	I
6	New Slab ber "Preliminary Area CharT" FX 3/8/22	34517.00	gsf	$70.00		gsf	$2,416,190	I
				03 30 00 - Cast In Place Concrete			**$50,000**	
04 20 00 - Masonry								
1	Misc patching allowance for MEP access holes	1.00	allow	$50,000.00	/	allow	$50,000	I
2	Structural masonry repair (per Severud 11/16/21 p2, 3 #3, 4)	1.00	allow	$150,000.00	/	allow	$150,000	U
3	New Masonry at Rear Façade Block	5422.39	sf	$20.00	/	sf	$108,448	I
4	New Masonry at Rear façade - Brick, insulation, WP, etc	5422.39	sf	$65.00	/	sf	$352,455	I
				04 20 00 - Masonry			**$660,903**	

Preliminary Budget Detail
WPPC 165 86th St
4/1/22

	Description	Quantity		Cost			Total	Cat
04 30 00 - Façade Restoration and Repair								
1	Lift Rental for Inspections - Nova Proposal dated 7/26/21	1.00	lsum	$18,500.00	/	lsum	$18,500	I
2	Emergency Repair Work per Severud / FMD sketches - Work by NOVA dated 12/8/21	1.00	lsum	$20,600.00	/	lsum	$20,600	R
3	Restoration work per Nova Propsal Dated 1/7/22 **PLACEHOLDER***	1.00	lsum	$17.00	/	lsum	$17,994,055	F
4	Stone removal (part of emergency work	1.00	lsum	$2,500.00	/	lsum	$2,500	R
5	Filing fee for DOB Emergency work	1.00	lsum	$1,500.00	/	lsum	$1,500	R
6	Allowance to cut in new openings for new windows.	34.00	ea	$10,000.00	/	ea	$340,000	I
	04 30 00 - Façade Restoration and Repair						**$18,377,155**	
05 10 00 - Structural Steel								
1	Allowance for repair.	1.00	lsum	$75,000.00	/	lsum	$75,000	I
2	Structural repair of façade walls and truss supports (per Severud 11/16/21 pg 3 # 3,4,5)	1.00	allow	$250,000.00	/	allow	$250,000	I
3	Modification of Roof Framing at New Setbacks	1.00	allow	$200,000.00	/	allow	$200,000	I
	05 10 00 - Structural Steel						**$525,000**	
05 20 00 - Misc Metal								
1	Dunnage for new AC VRF units	1.00	lsum	$25,000.00	/	lsum	$25,000	I
2	Misc handrail allowance - code only (per CCI report 11/11/21 page 11)	1.00	allow	$50,000.00	/	allow	$50,000.00	I
3	Balcony handrail allowance - code only (per CCI report 11/11/21 page 11)	1.00	allow	$25,000.00	/	allow	$25,000.00	I
4	Install Railings for ADA Entrances (per CCI 11/11/21 pg 3)	1.00	allow	$15,000.00	/	allow	$15,000.00	I
5	Decorative railings for ADA GF Access (per CCI 11/11/21 pg 4)	1.00	allow	$25,000.00	/	allow	$25,000.00	I
6	Allowance for Residential Conversion	34517.00	gsf	$2.25	/	gsf	$77,663.25	I
	05 20 00 - Misc Metal						**$217,663**	
06 05 00 - Structural Repair (Wood Framing / Trusses)								
1	Allowances for joists and trusses (per Severud 11/16/21 pg 3 #5)	1.00	allow	$150,000.00	/	lsum	$150,000	U
2	Repair of storage Room Floor (per Severud 11/16/21 #6)	1.00	lsum	$25,000.00	/	lsum	$25,000	U
3		1.00	lsum		/	lsum	$0	I
4		1.00	lsum		/	lsum	$0	I
	06 05 00 - Structural Repair (Wood Framing / Trusses)						**$175,000**	

Preliminary Budget Detail
WPPC 165 86th St
4/1/22

	Description	Quantity		Cost			Total	Cat
06 10 00 - Drywall / Miscellaneous Carpentry / Millwork & Trim								
1	Allowance for Residential Conversin in FITOUT ALLOWANCE	0	sf		/	sf	$0.00	I
2		0	allow	$0.00	/	allow	$0.00	I
3	OSHA Protection	1	allow	$100,000.00	/	allow	$100,000.00	I
	06 10 00 - Drywall / Miscellaneous Carpentry / Millwork & Trim						**$100,000**	
06 40 00 - Architectural Millwork								
1	Allowance for Residential Conversin in FITOUT ALLOWANCE	0.00	lsum		/	lsum	$0	C
	06 40 00 - Architectural Millwork						**$0**	
07 20 00 - Fireproofing								
1	Spray FP at newframing	0.00	lsum	$65,000.00	/	lsum	$0	I
2	Spray FP patching allowance	0.00	allow	$35,000.00	/	lsum	$0	I
	07 20 00 - Fireproofing						**$0**	
07 40 00 - Roofing / Waterproofing								
1	New roof allowance with new terracotta tiles	1.00	lsum	$1,500,000.00	/	lsum	$1,500,000	I
	07 40 00 - Roofing / Waterproofing						**$1,500,000**	

	Description	Quantity	Cost			Total	Cat
08 10 00 - Doors, Frames & Hardware (furnish only)							
1	New Stair Doors	0.00 ea	$1,800.00	/	ea	$0	I
2	New EMR Door	0.00 ea	$1,800.00	/	ea	$0	I
3	New Bathroom Doors	0.00 ea	$1,800.00	/	ea	$0	I
4	Misc Repairs for existing doors	0.00 allow	$50,000.00	/	allow	$0	I
5	Modify / Repair Existing Wood Doors for ADA Entrances (per	0.00 allow	$120,000.00	/	allow	$0	I
6	Modify openings for ADA Entry Doors (per CCI 11/11/21 pg 6)	0.00 allow	$50,000.00	/	allow	$0	I
7	New Doors all locations for ADA Entry Doors (per CCI 11/11/21	0.00 allow	$75,000.00	/	allow	$0	I
8	Modify Thresholds for ADA Entry Doors (per CCI 11/11/21 pg Remaining Scope in Fitout Allowance	1.00 allow	$8,000.00	/	allow	$8,000	I
	08 10 00 - Doors, Frames & Hardware (furnish only)					**$8,000**	
08 50 00 - New Windows, Louvers, Replacement Windows							
1	Existing Window Restoration - Inc With Façade Retoration	0.00 allow	$0.00	/	allow	$0	C
2	New Windows per drawing	600.00 sf	$250.00	/	sf	$150,000	I
3	Legal Window Modifications (Allowance)	1200.00 sf	$100.00	/	sf	$120,000	I
4	Assumed rear yard windows	500.00 sf	$150.00	/	sf	$75,000	I
5	Louver allowance	1.00 allow	$100,000.00	/	allow	$100,000	I
	08 50 00 - New Windows, Louvers, Replacement Windows					**$445,000**	
08 80 00 - Interior Glazing & Shower Doors							
1	In fitouot allowance	1.00 lsum		/	lsum	$0	I
	08 80 00 - Interior Glazing & Shower Doors					**$0**	
09 30 00 - Ceramic and Stone							
1	in fitout allowance	0 ea	$8,000	/	ea	$0	I
	09 30 00 - Ceramic and Stone					**$0**	
09 60 00 - Wood Flooring & Carpet							
1	In fitout allowance	0.00 sf	$9.00	/	sf	$0	C
	09 60 00 - Wood Flooring & Carpet					**$0**	

	Description	Quantity		Cost			Total	Cat
09 90 00 - Painting								
1	In fitout allowance	1.00	lsum	$250,000.00	/	lsum	$250,000	I
				09 90 00 - Painting			**$250,000**	
10 14 00 - Signage								
1	Allowance for Code Signage	1.00	allow	$25,000.00	/	allow	$25,000	I
				10 14 00 - Signage			**$25,000**	
10 80 00 - Specialties								
1	Fire Extinguisher Cabinets	1.00	allow	$25,000.00	/	allow	$25,000	I
				10 80 00 - Specialties			**$25,000**	
11 95 00 - Winter Heat, Summer Concrete, and Climate Control								
1	Allowance	1.00	allow	$50,000.00	/	allow	$50,000	I
				11 95 00 - Winter Heat, Summer Concrete, and Climate Control			**$50,000**	
14 20 00 - Elevators								
1	New 4 stop elevator (stretcher car)	4.00	stops	$75,000.00	/	stops	$300,000	I
2	New Additional Car	4.00	stops	$75,000.00	/	stops	$300,000	I
3		0.00	lsum		/	lsum	$0	I
				14 20 00 - Elevators			**$600,000**	
14 85 00 - Scaffolding and Protection								
1	Install common scaffold for entire Nave / Sancuary (40' high)	3360.00	sf	$50.00	/	sf	$168,000	I
2	Install common scaffold for entire Nave / Sancuary (25' high)	2850.00	sf	$35.00	/	sf	$99,750	I
3	Stair Towers inc above	0.00	ea	$0.00	/	ea	$0	I
4	Shoring for truss repairs to cellar (per Severud 11/16/21 Pg3 #4)	1.00	allow	$350,000.00	/	allow	$350,000	U
5	Sidewalk Bridge - INCLUDED WITH FAÇADE RESTORATION	0.00	lf	$500.00		lf	$0	I
5	Jersey Barriers / Logistics	200.00	lf	$155.00		lf	$31,000	I
6	Site Fence	200.00	lf	$65.00		lf	$13,000	I
				14 85 00 - Scaffolding and Protection			**$661,750**	

Preliminary Budget Detail
WPPC 165 86th St
4/1/22

	Description	Quantity		Cost			Total	Cat
21 00 00 - Fire Protection System								
1	New Fire Pumps	1.00	lsum	$125,000.00	/	lsum	$125,000	I
2	CCI11/11/21 Report page 6, 18)	2.00	ea	$75,000.00	/	ea	$150,000	I
3	Install of pipe and heads (per CCI11/11/21 Report page 6, 18)	34517.00	sf	$8.00	/	sf	$276,136	I
4	New standpipe in new egress stairs (per CCI11/11/21 Report page 6, 18)	2.00	lsum	$50,000.00	/	lsum	$100,000	I
								I
	21 00 00 - Fire Protection System						**$651,136**	
22 00 00 - Plumbing								
1	New sump pump for elevator	1.00	lsum	$15,000.00	/	lsum	$15,000	I
2	New water service for Fire Protection	1.00	lsum	$35,000.00	/	lsum	$35,000	I
3	Upgrade new boiler	1.00	lsum	$25,000.00	/	lsum	$25,000	I
4	New domestic HW heater	1.00	lsum	$15,000.00	/	lsum	$15,000	I
5	New heat piping	1.00	lsum	$200,000.00	/	lsum	$200,000	I
6	New domestic lines to new bathrooms	1.00	lsum	$65,000.00	/	lsum	$65,000	I
7	New bathrooms (assume 2 per floor) (rough and fixtures, accessories)	10.00	lsum	$15,000.00	/	lsum	$150,000	I
8	Disconnect and reconnect existing systems	1.00	lsum	$20,000.00	/	lsum	$20,000	I
	22 00 00 - Plumbing						**$525,000**	
23 00 00 - HVAC Piping & Ductwork								
1	Ventilation for elevator shaft	1.00	lsum	$25,000.00	/	lsum	$25,000	I
2	AC for EMR closet	1.00	lsum	$15,000.00	/	lsum	$15,000	I
3	Assumed new VRF cooling system (air cooled)	1.00	lsum	$400,000.00	/	lsum	$400,000	I
4	Install new interior ductless units and condonsate lines	1.00	lsum	$200,000.00	/	lsum	$200,000	I
5	New make up air system	1.00	lsum	$250,000.00	/	lsum	$250,000	I
6	New smoke purge system(per CCI Report 11/11/21 page 6)	1.00	lsum	$350,000.00	/	lsum	$350,000	I
7	New TX riser	1.00	lsum	$50,000.00	/	lsum	$50,000	I
	23 00 00 - HVAC Piping & Ductwork						**$1,290,000**	

Preliminary Budget Detail
WPPC 165 86th St
4/1/22

	Description	Quantity		Cost			Total	Cat
26 00 00 - Electrical & Low Voltage								
1	Elevator power (from switchgear to disconnect	1.00	lsum	$45,000.00	/	lsum	$45,000	I
	Fire Alarm (per CCI Report 11/11/21 page 6)							
2	Install conduit and wire for new FA	34517.00	lsum	$6.00	/	lsum	$207,102	I
3	New devices	1.00	lsum	$150,000.00	/	lsum	$150,000	I
4	New FA command center	1.00	lsum	$65,000.00	/	lsum	$65,000	I
5	Power to new AC VRF units	1.00	lsum	$45,000.00	/	lsum	$45,000	I
6	Upgrade switchgear / service size	1.00	allow	$250,000.00	/	allow	$250,000	I
7	Upgrade Stage Lighting	0.00	allow	$50,000.00	/	allow	$0	I
8	Upgrade Stage Audio	0.00	allow	$25,000.00	/	allow	$0	I
9	Temp Lighting / Power	34517.00	sf	$1.50	/	sf	$51,776	I
10	Disconnect / existing equipment and reconnect	1.00	allow	$20,000.00	/	allow	$20,000	I
11	Emergency Lighting (per CCI Report 11/11/21 page 7, 16)	34517.00	lsum	$2.00	/	lsum	$69,034	I
12	New Exit Signage (per CCI Report 11/11/21 page 7, 16)	1.00	allow	$20,000.00	/	allow	$20,000	I
	New Step lighting install only (per CCI Report 11/11/21 page							
13	12)	1.00	allow	$15,000.00	/	allow	$15,000	I
14	New CO monitors (per CCI Report 11/11/21 page 19	1.00	allow	$15,001.00	/	allow	$15,001	I
				26 00 00 - Electrical & Low Voltage			**$952,913**	
26 50 00 - Lighting Fixtures								
1	Allowace (excludes decorative fixtures)	34517.00	sf	$3.00	/	sf	$103,551	I
				26 50 00 - Lighting Fixtures			**$103,551**	
31 00 00 - Excavation / Foundation								
1	Demo and excavate for new elevator pit (inc disposal)	1.00	lsum	$85,000.00	/	lsum	$85,000	I
2	SOE / underpinning for new elevator	1.00	lsum	$75,000.00	/	lsum	$75,000	I
3	Waterproofing for elevator pit	1.00	lsum	$8,000.00	/	lsum	$8,000	I
4	Concrete for elevator pit	1.00	lsum	$50,000.00	/	lsum	$50,000	I
5	Foundations for stair towers	2.00	ea	$50,000.00	/	ea	$100,000	I
6	Infill of vault (per Severud 11/16/21 #7)	1.00	allow	$34,000.00	/	allow	$34,000	U
7	Cellar Void Repair (per Severud 11/16/21 #8)	1.00	allow	$25,000.00	/	allow	$25,000	U
				31 00 00 - Excavation / Foundation			**$377,000**	
32 30 00 - Site work								
1	Demo Sidewalk and curb	2800.00	sf	$15.00		sf	$42,000	I
	New Steel Faced Curbs	200.00	lf	$65.00		lf	$13,000	I
	New Sidewalk	2800.00	sf	$25.00		sf	$70,000	I
	Street Repair	200.00	lf	$50.00		lf	$10,000	I
				32 30 00 - Site work			**$135,000**	

Preliminary Budget Detail
WPPC 165 86th St
4/1/22

	Description	Quantity		Cost		Total	Cat
32 40 00 - Landscaping							
1	Excluded	1.00	lsum		/ lsum	$0	I
			32 40 00 - Landscaping			**$0**	
01 35 04 - Site Security (Allowance)							
1	Security - Working Hours	20.00	month	$3,900.00	/ month	$78,000	I
2	Security - Non Working Hours	20.00	month	$12,600.00	/ month	$252,000	I
			01 35 04 - Site Security (Allowance)			**$330,000**	
01 35 28 - Site Safety (Excluded)							
1	Site Safety - not required	1.00	lsum		/ lsum	$0	I
			01 35 28 - Site Safety (Excluded)			**$0**	

Exhibit M

Nova Construction Services – Façade Repair Estimate January 7, 2022

Nova Construction Services
75 Kent Street
Brooklyn, NY 11222
718.349.7770

RECEIVED 1/7/22

Experience, Craftsmanship, Quality

drawings dated:
addendum dated: **none**

Chapel Façade, Roof and Windows		**$ 3,782,585.00**						
I.	**Chapel Façade - South Elevation**							
1	Repoint Stone Mortar	300.00	LF	$	*25.00*	$ 7,500.00	Lump Sum	
2	Remove loose stone fragments	40.00	SF	$	*50.00*	$ 2,000.00	Lump Sum	
3	Replace Stone Small (up to 1 SF)						Lump Sum	
4	Replace Stone Medium (1 - 3 SF)	100.00	EA	$	*2,100.00*	$ 210,000.00	Lump Sum	
5	Replace Stone Large (3 - 10 SF)						Lump Sum	
6	Replace 3D Stone (Sills and Free-Standing Elements)	15.00	EA	$	*3,200.00*	$ 48,000.00	Lump Sum	
II.	**Chapel Façade - North Elevation**							
7	Repoint Brick Mortar	400.00	SF	$	*20.00*	$ 8,000.00	Lump Sum	
8	Replace Face Brick	40.00	SF	$	*75.00*	$ 3,000.00	Lump Sum	
III.	**Chapel Façade - West Elevation**							
9	Repoint Brick Mortar	60.00	SF	$	*20.00*	$ 1,200.00	Lump Sum	
10	Re-Seal Coping Cross Joints	30.00	LF	$	*25.00*	$ 750.00	Lump Sum	
11	Replace Leader Pipe	40.00	LF	$	*200.00*	$ 8,000.00	Lump Sum	
IV.	**Chapel - Roof**							
12	Replace Slate Tile	125.00	EA	$	*130.00*	$ 16,250.00	Lump Sum	
13	Repalce Copper Valleys	24.00	LF	$	*175.00*	$ 4,200.00	Lump Sum	
14	Replace Copper Ridge	10.00	LF	$	*200.00*	$ 2,000.00	Lump Sum	
15	Replace 2 Copper Skylights within Slate Roof (50 SF EA)	2.00	EA	$	*33,750.00*	$ 67,500.00	Lump Sum	
V.	**Chapel - Windows - South Elevation**							
16	Attic Windows - Wood Double Hung (2' x 4')	2.00	EA	$	2,100.00		Lump Sum	
	Repair Wood Frame	*8.00*	*LF*	$	*30.00*	$ *240.00*		

	Reglaze Panes	*14.00*	*SF*	$	*100.00*	$	*1,400.00*	
	Paint Frame and Sash (In & Out)	*16.00*	*SF*	$	*70.00*	$	*1,120.00*	
	Seal Perimeter (In & Out)	*48.00*	*LF*	$	*30.00*	$	*1,440.00*	
17	Center Windows - Wood Frame w/ Stained glass Windows (4' 6" x 15')	2.00	EA	$	130,425.00			Lump Sum
	Repair Wood Frame	*75.00*	*LF*	$	*30.00*	$	*2,250.00*	
	Replace Lead, Reglaze Panes & Reset into Wood Frames	*220.00*	*SF*	$	*500.00*	$	*110,000.00*	
	Paint Wood Frame (In & Out)	*750.00*	*LF*	$	*70.00*	$	*52,500.00*	
	Seal Perimeter (In & Out)	*270.00*	*LF*	$	*30.00*	$	*8,100.00*	
	Replace Protective Glass	*220.00*	*SF*	$	*400.00*	$	*88,000.00*	
18	Center Windows - Wood Frame w/ Stained Glass Window (5' x 17')	1.00	EA	$	130,425.00			Lump Sum
	Repair Wood Frame	*75.00*	*LF*	$	*15.00*	$	*1,125.00*	
	Replace Lead, Reglaze Panes & Reset into Wood Frames	*220.00*	*SF*	$	*250.00*	$	*55,000.00*	
	Paint Wood Frame (In & Out)	*750.00*	*LF*	$	*35.00*	$	*26,250.00*	
	Seal Perimeter (In & Out)	*270.00*	*LF*	$	*15.00*	$	*4,050.00*	
	Replace Protective Glass	*220.00*	*SF*	$	*200.00*	$	*44,000.00*	
19	Lower Level - Wood Frame w/ Stained Glass (2' x 2')	6.00	EA	$	4,723.33			Lump Sum
	Repair Wood Frame	*8.00*	*LF*	$	*30.00*	$	*240.00*	
	Replace Lead, Reglaze Panes & Reset into Wood Frames	*24.00*	*SF*	$	*500.00*	$	*12,000.00*	
	Paint Wood Frame (In & Out)	*50.00*	*LF*	$	*70.00*	$	*3,500.00*	
	Seal Perimeter (In & Out)	*100.00*	*LF*	$	*30.00*	$	*3,000.00*	
	Replace Protective Glass	*24.00*	*SF*	$	*400.00*	$	*9,600.00*	
VI.	**Chapel - Windows - North Elevation**							
20	Top Windows - Wood Double Hung (4' x 8')	6.00	EA	$	35,055.00			Lump Sum
	Repair Wood Frame	*72.00*	*LF*	$	*90.00*	$	*6,480.00*	
	Repair Wood Sash	*60.00*	*LF*	$	*90.00*	$	*5,400.00*	
	Reglaze Panes	*200.00*	*SF*	$	*300.00*	$	*60,000.00*	
	Paint Frame and Sash (In & Out)	*475.00*	*LF*	$	*210.00*	$	*99,750.00*	
	Seal Perimeter (In & Out)	*430.00*	*LF*	$	*90.00*	$	*38,700.00*	
21	Center Windows - Wood Frame with 2 sets of Double Hung Window - Leaded Glass Double Hund (4' x 8')	12.00	EA	$	88,090.00			Lump Sum
	Repair Wood Frame	*150.00*	*LF*	$	*180.00*	$	*27,000.00*	
	Restore Wood Sash (Replacing some pieces)	*24.00*	*EA*	$	*600.00*	$	*14,400.00*	
	Reglaze w/ New Glass	*192.00*	*SF*	$	*600.00*	$	*115,200.00*	
	Replace Lead & Reglaze with Existing Glass	*192.00*	*SF*	$	*2,400.00*	$	*460,800.00*	
	Paint Wood Frame (In & Out)	*800.00*	*LF*	$	*420.00*	$	*336,000.00*	
	Seal Perimeter (In & Out)	*576.00*	*LF*	$	*180.00*	$	*103,680.00*	
22	Center Windows - Wood Frame with 2 sets of Double Hung Window - Wood Spandrels (4' x 4')	6.00	EA	$	88,090.00			Lump Sum
	Repair Wood Frame	*150.00*	*LF*	$	*90.00*	$	*13,500.00*	
	Restore Wood Sash (Replacing some pieces)	*24.00*	*EA*	$	*300.00*	$	*7,200.00*	
	Reglaze w/ New Glass	*192.00*	*SF*	$	*300.00*	$	*57,600.00*	
	Replace Lead & Reglaze with Existing Glass	*192.00*	*SF*	$	*1,200.00*	$	*230,400.00*	
	Paint Wood Frame (In & Out)	*800.00*	*LF*	$	*210.00*	$	*168,000.00*	
	Seal Perimeter (In & Out)	*576.00*	*LF*	$	*90.00*	$	*51,840.00*	
23	Lower Windows - Wood Frame w/ Leaded Glass Panes - Leaded Glass Fixed Lites (4' x 5')	10.00	EA	$	62,625.00			Lump Sum
	Repair Wood Frame	*55.00*	*LF*	$	*150.00*	$	*8,250.00*	
	Restore Wood Sash (Replacing some pieces)	*30.00*	*LF*	$	*500.00*	$	*15,000.00*	
	Recreate Fixed Lite Sash Perimeters	*6.00*	*EA*	$	*1,250.00*	$	*7,500.00*	

	Install New Leaded Glass	*3.00*	*EA*	*$*	*3,500.00*	*$*	*10,500.00*	
	Replace Lead & Reglaze with Existing Glass	*180.00*	*SF*	*$*	*2,000.00*	*$*	*360,000.00*	
	Paint Wood Frame (In & Out)	*450.00*	*LF*	*$*	*350.00*	*$*	*157,500.00*	
	Seal Perimeter (In & Out)	*450.00*	*LF*	*$*	*150.00*	*$*	*67,500.00*	
24	Lower Windows - Wood Frame w/ Leaded Glass Panes - Leaded Glass Fixed Lites w/ Curved Top (4' x 4')	5.00	EA	$	62,625.00			Lump Sum
	Repair Wood Frame	*55.00*	*LF*	*$*	*75.00*	*$*	*4,125.00*	
	Restore Wood Sash (Replacing some pieces)	*30.00*	*LF*	*$*	*250.00*	*$*	*7,500.00*	
	Recreate Fixed Lite Sash Perimeters	*6.00*	*EA*	*$*	*625.00*	*$*	*3,750.00*	
	Install New Leaded Glass	*3.00*	*EA*	*$*	*1,750.00*	*$*	*5,250.00*	
	Replace Lead & Reglaze with Existing Glass	*180.00*	*SF*	*$*	*1,000.00*	*$*	*180,000.00*	
	Paint Wood Frame (In & Out)	*450.00*	*LF*	*$*	*175.00*	*$*	*78,750.00*	
	Seal Perimeter (In & Out)	*450.00*	*LF*	*$*	*75.00*	*$*	*33,750.00*	
25	Lower Windows - Wood Frame w/ Leaded Glass Panes - Wood Double Hung w/ Fixed Lite (3' x 12')	1.00	EA	$	62,625.00			Lump Sum
	Repair Wood Frame	*55.00*	*LF*	*$*	*15.00*	*$*	*825.00*	
	Restore Wood Sash (Replacing some pieces)	*30.00*	*LF*	*$*	*50.00*	*$*	*1,500.00*	
	Recreate Fixed Lite Sash Perimeters	*6.00*	*EA*	*$*	*125.00*	*$*	*750.00*	
	Install New Leaded Glass	*3.00*	*EA*	*$*	*350.00*	*$*	*1,050.00*	
	Replace Lead & Reglaze with Existing Glass	*180.00*	*SF*	*$*	*200.00*	*$*	*36,000.00*	
	Paint Wood Frame (In & Out)	*450.00*	*LF*	*$*	*35.00*	*$*	*15,750.00*	
	Seal Perimeter (In & Out)	*450.00*	*LF*	*$*	*15.00*	*$*	*6,750.00*	
26	Basement Windows - Wood Double Hung w/ Curved Top - Wood Double Hung (2' x 4')	2.00	EA	$	5,800.00			Lump Sum
	Repair Wood Frame	*20.00*	*LF*	*$*	*30.00*	*$*	*600.00*	
	Reglaze Panes	*14.00*	*SF*	*$*	*100.00*	*$*	*1,400.00*	
	Install new glass	*16.00*	*SF*	*$*	*100.00*	*$*	*1,600.00*	
	Paint Wood Frame (In & Out)	*80.00*	*LF*	*$*	*70.00*	*$*	*5,600.00*	
	Seal Perimeter (In & Out)	*80.00*	*LF*	*$*	*30.00*	*$*	*2,400.00*	
VII.	**Chapel - Windows - West Elevation**							
27	Middle & Lower Levels - Wood Double Hung w/ Curved Top - Wood Double Hung (3' x 12')	2.00	EA	$	85,410.00			Lump Sum
	Repair Wood Frame	*8.00*	*LF*	*$*	*195.00*	*$*	*1,560.00*	
	Reglaze Panes	*96.00*	*SF*	*$*	*650.00*	*$*	*62,400.00*	
	Paint Wood Frame (In & Out)	*180.00*	*LF*	*$*	*455.00*	*$*	*81,900.00*	
	Seal Perimeter (In & Out)	*128.00*	*LF*	*$*	*195.00*	*$*	*24,960.00*	
Sanctuary Façade, Windows and Roof		**$**	**8,926,111.00**					
I.	**Sanctuary - South Elevation**							
1	Repoint Stone Mortar	300.00	LF	*$*	*25.00*	$	7,500.00	Lump Sum
2	Remove Loose Stone Surface Fragments	20.00	SF	*$*	*50.00*	$	1,000.00	Lump Sum
3	Replace Stone Small (up to 1 SF)	70.00	EA	*$*	*1,100.00*	$	77,000.00	Lump Sum
4	Replace Stone Medium (1 - 3 SF)	150.00	EA	*$*	*2,100.00*	$	315,000.00	Lump Sum
5	Replace Stone Large (3 - 10 SF)	4.00	EA	*$*	*3,000.00*	$	12,000.00	Lump Sum
6	Replace 3D Stone (Sills and Free-Standing Elements)	3.00	EA	*$*	*3,200.00*	$	9,600.00	Lump Sum

II.	**Sanctuary - West Elevation**							
7	Repoint Stone Mortar	300.00	LF	$	*25.00*	$	7,500.00	Lump Sum
8	Remove Loose Stone Surface Fragments		SF					Lump Sum
9	Replace Stone Small (up to 1 SF)	29.00	EA	$	*1,100.00*	$	31,900.00	Lump Sum
10	Replace Stone Medium (1 - 3 SF)	218.00	EA	$	*2,100.00*	$	457,800.00	Lump Sum
11	Replace Stone Large (3 - 10 SF)	34.00	EA	$	*3,000.00*	$	102,000.00	Lump Sum
12	Replace 3D Stone (Sills and Free-Standing Elements)	1.00	EA	$	*3,200.00*	$	3,200.00	Lump Sum
III.	**Sanctuary North Elevation, North at East Return and Chimney above East End of Roof**							
13	Repoint Brick Mortar	160.00	SF	$	*20.00*	$	3,200.00	Lump Sum
14	Re-Seal Coping Cross Joints	70.00	LF	$	*25.00*	$	1,750.00	Lump Sum
15	Replace Stone Medium at Chimney	50.00	EA	$	*2,100.00*	$	105,000.00	Lump Sum
16	Scrape & Paint Chimney Hood	100.00	SF	$	*35.00*	$	3,500.00	Lump Sum
17	Repoint Mortar at Chimney	100.00	SF	$	*20.00*	$	2,000.00	Lump Sum
18	Replace Brick Parapet	25.00	LF	$	*1,050.00*	$	26,250.00	Lump Sum
IV.	**Sanctuary Roof**							
19	Replace Asphalt Shingle Roof	7,000.00	SF	$	*95.00*	$	665,000.00	Lump Sum
20	Replace Gutter at South Side	300.00	LF	$	*175.00*	$	52,500.00	Lump Sum
21	Replace Leader Pipes	30.00	LF	$	*200.00*	$	6,000.00	Lump Sum
22	Replace Terra Cotta Tiles Above South Stair	50.00	EA	$	*600.00*	$	30,000.00	Lump Sum
23	Replace Copper Ridge Above South Stair	50.00	LF	$	*350.00*	$	17,500.00	Lump Sum
V.	**Sanctuary - Windows – South Elevation – 86th Street**							
24	Attic Windows – Wood Double Hungs - Wood Double Hung (1' 6" x 4')	1.00	EA	$	6,892.00			Lump Sum
	Repair Wood Frame	*16.00*	*LF*	*$*	*12.00*	*$*	*192.00*	
	Reglaze Panes	*30.00*	*SF*	*$*	*50.00*	*$*	*1,500.00*	
	Paint Wood Frame (In & Out)	*110.00*	*LF*	*$*	*35.00*	*$*	*3,850.00*	
	Seal Perimeter (In & Out)	*90.00*	*LF*	*$*	*15.00*	*$*	*1,350.00*	
25	Attic Windows – Wood Double Hungs - Wood 2 Sash Fixed Lite (3' x 5')	2.00	EA	$	6,892.00			Lump Sum
	Repair Wood Frame	*16.00*	*LF*	*$*	*24.00*	*$*	*384.00*	
	Reglaze Panes	*30.00*	*SF*	*$*	*100.00*	*$*	*3,000.00*	
	Paint Wood Frame (In & Out)	*110.00*	*LF*	*$*	*70.00*	*$*	*7,700.00*	
	Seal Perimeter (In & Out)	*90.00*	*LF*	*$*	*30.00*	*$*	*2,700.00*	

26	Center Windows - Wood Frame with Stained Glass within the Sash. Protective glass at exterior (2' 6" x 9')	4.00	EA	$	154,180.00			Lump Sum
	Repair wood frame and Infill at Large Round Window	*15.00*	*SF*	*$*	*48.00*	*$*	*720.00*	
	Replace Lead, Reglaze Panes and Reset into Wood Frames	*320.00*	*SF*	*$*	*1,000.00*	*$*	*320,000.00*	
	Paint Wood Frame In & Out	*600.00*	*LF*	*$*	*140.00*	*$*	*84,000.00*	
	Seal Perimeter In & Out	*600.00*	*LF*	*$*	*60.00*	*$*	*36,000.00*	
	Replace Protective Glass	*220.00*	*SF*	*$*	*800.00*	*$*	*176,000.00*	
27	Center Windows - Wood Frame with Stained Glass within the Sash. Protective glass at exterior (6" Dia.)	9.00	EA	$	141,580.00			Lump Sum
	Repair wood frame and Infill at Large Round Window	*15.00*	*SF*	*$*	*108.00*	*$*	*1,620.00*	
	Replace Lead, Reglaze Panes and Reset into Wood Frames	*320.00*	*SF*	*$*	*1,980.00*	*$*	*633,600.00*	
	Paint Wood Frame In & Out	*600.00*	*LF*	*$*	*270.00*	*$*	*162,000.00*	
	Seal Perimeter In & Out	*600.00*	*LF*	*$*	*135.00*	*$*	*81,000.00*	
	Replace Protective Glass	*220.00*	*SF*	*$*	*1,800.00*	*$*	*396,000.00*	
28	Center Windows - Wood Frame with Stained Glass within the Sash. Protective glass at exterior (2' Dia.)	9.00	EA	$	141,580.00			Lump Sum
	Repair wood frame and Infill at Large Round Window	*15.00*	*SF*	*$*	*108.00*	*$*	*1,620.00*	
	Replace Lead, Reglaze Panes and Reset into Wood Frames	*320.00*	*SF*	*$*	*1,980.00*	*$*	*633,600.00*	
	Paint Wood Frame In & Out	*600.00*	*LF*	*$*	*270.00*	*$*	*162,000.00*	
	Seal Perimeter In & Out	*600.00*	*LF*	*$*	*135.00*	*$*	*81,000.00*	
	Replace Protective Glass	*220.00*	*SF*	*$*	*1,800.00*	*$*	*396,000.00*	
29	Center Windows - Wood Frame with Stained Glass within the Sash. Protective glass at exterior (9' Dia.)	1.00	EA	$	141,580.00			Lump Sum
	Repair wood frame and Infill at Large Round Window	*15.00*	*SF*	*$*	*12.00*	*$*	*180.00*	
	Replace Lead, Reglaze Panes and Reset into Wood Frames	*320.00*	*SF*	*$*	*220.00*	*$*	*70,400.00*	
	Paint Wood Frame In & Out	*600.00*	*LF*	*$*	*30.00*	*$*	*18,000.00*	
	Seal Perimeter In & Out	*600.00*	*LF*	*$*	*15.00*	*$*	*9,000.00*	
	Replace Protective Glass	*220.00*	*SF*	*$*	*200.00*	*$*	*44,000.00*	
30	Lower Level – Wood Frame with Stained Glass within the Sash. Protective glass at exterior (1' 6" x 5')	5.00	EA	$	67,692.00			Lump Sum
	Repair wood frame and Infill at Large Round Window	*16.00*	*SF*	*$*	*60.00*	*$*	*960.00*	
	Replace Lead, Reglaze Panes and Reset into Wood Frames	*87.50*	*SF*	*$*	*1,100.00*	*$*	*96,250.00*	
	Paint Wood Frame In & Out	*700.00*	*LF*	*$*	*150.00*	*$*	*105,000.00*	
	Seal Perimeter In & Out	*650.00*	*LF*	*$*	*75.00*	*$*	*48,750.00*	
	Replace Protective Glass	*87.50*	*SF*	*$*	*1,000.00*	*$*	*87,500.00*	
31	Lower Level – Wood Frame with Stained Glass within the Sash. Protective glass at exterior.	4.00	EA	$	67,692.00			Lump Sum
	Repair wood frame and Infill at Large Round Window	*16.00*	*SF*	*$*	*48.00*	*$*	*768.00*	
	Replace Lead, Reglaze Panes and Reset into Wood Frames	*87.50*	*SF*	*$*	*880.00*	*$*	*77,000.00*	
	Paint Wood Frame In & Out	*700.00*	*LF*	*$*	*120.00*	*$*	*84,000.00*	
	Seal Perimeter In & Out	*650.00*	*LF*	*$*	*60.00*	*$*	*39,000.00*	
	Replace Protective Glass	*87.50*	*SF*	*$*	*800.00*	*$*	*70,000.00*	
VI.	**Sanctuary - Windows – West Elevation – Amsterdam Avenue**							
32	Attic Windows – Wood Double Hungs - Wood Double Hung (2' x 4')	2.00	EA	$	8,668.00			Lump Sum
	Repair Wood Frame	*14.00*	*LF*	*$*	*24.00*	*$*	*336.00*	
	Reglaze Panes	*50.00*	*SF*	*$*	*100.00*	*$*	*5,000.00*	
	Paint Wood Frame Sash (In & Out)	*120.00*	*LF*	*$*	*70.00*	*$*	*8,400.00*	
	Seal Perimeter (In & Out)	*120.00*	*LF*	*$*	*30.00*	*$*	*3,600.00*	
33	Attic Windows – Wood Double Hungs - Stained Glass (2' 6" x 7')	2.00	EA	$	8,668.00			Lump Sum
	Repair Wood Frame	*14.00*	*LF*	*$*	*24.00*	*$*	*336.00*	

	Reglaze Panes	*50.00*	*SF*	$	*100.00*	$	*5,000.00*	
	Paint Wood Frame Sash (In & Out)	*120.00*	*LF*	$	*70.00*	$	*8,400.00*	
	Seal Perimeter (In & Out)	*120.00*	*LF*	$	*30.00*	$	*3,600.00*	
34	Center Windows – Wood Frame with Stained Glass within the Sash, some of which open. Protective glass at exterior. (5' 6" x 20')	2.00	EA	$	123,630.00			Lump Sum
	Repair wood frame	*90.00*	*LF*	$	*24.00*	$	*2,160.00*	
	Replace Lead, Reglaze Panes and Reset into Wood Frames	*390.00*	*SF*	$	*440.00*	$	*171,600.00*	
	Paint Wood Frame In & Out	*900.00*	*LF*	$	*70.00*	$	*63,000.00*	
	Seal Perimeter In & Out	*350.00*	*LF*	$	*30.00*	$	*10,500.00*	
35	Center Windows – Wood Frame with Stained Glass within the Sash, some of which open. Protective glass at exterior. (7' x 22')	1.00	EA	$	194,430.00			Lump Sum
	Repair wood frame	*90.00*	*LF*	$	*12.00*	$	*1,080.00*	
	Replace Lead, Reglaze Panes and Reset into Wood Frames	*390.00*	*SF*	$	*220.00*	$	*85,800.00*	
	Paint Wood Frame In & Out	*900.00*	*LF*	$	*35.00*	$	*31,500.00*	
	Seal Perimeter In & Out	*350.00*	*LF*	$	*15.00*	$	*5,250.00*	
	Replace Protective Glass	*354.00*	*SF*	$	*200.00*	$	*70,800.00*	
36	Center Windows – Wood Frame with Stained Glass within the Sash, some of which open. Protective glass at exterior. Wood Double Hung (2' x 4')	2.00	EA	$	194,430.00			Lump Sum
	Repair wood frame	*90.00*	*LF*	$	*24.00*	$	*2,160.00*	
	Replace Lead, Reglaze Panes and Reset into Wood Frames	*390.00*	*SF*	$	*440.00*	$	*171,600.00*	
	Paint Wood Frame In & Out	*900.00*	*LF*	$	*70.00*	$	*63,000.00*	
	Seal Perimeter In & Out	*350.00*	*LF*	$	*30.00*	$	*10,500.00*	
	Replace Protective Glass	*354.00*	*SF*	$	*400.00*	$	*141,600.00*	
37	Lower Level – Wood Frame with Stained Glass within the Sash. Protective glass at exterior. (1' x 5')	2.00	EA	$	25,740.00			Lump Sum
	Repair wood frame	*20.00*	*LF*	$	*24.00*	$	*480.00*	
	Replace Lead, Reglaze Panes and Reset into Wood Frames	*50.00*	*SF*	$	*440.00*	$	*22,000.00*	
	Paint Wood Frame In & Out	*90.00*	*LF*	$	*70.00*	$	*6,300.00*	
	Seal Perimeter In & Out	*90.00*	*LF*	$	*30.00*	$	*2,700.00*	
	Replace Protective Glass	*50.00*	*SF*	$	*400.00*	$	*20,000.00*	
38	Lower Level – Wood Frame with Stained Glass within the Sash. Protective glass at exterior (5' 6" Fan Lite)	2.00	EA	$	25,740.00			Lump Sum
	Repair wood frame	*20.00*	*LF*	$	*24.00*	$	*480.00*	
	Replace Lead, Reglaze Panes and Reset into Wood Frames	*50.00*	*SF*	$	*440.00*	$	*22,000.00*	
	Paint Wood Frame In & Out	*90.00*	*LF*	$	*70.00*	$	*6,300.00*	
	Seal Perimeter In & Out	*90.00*	*LF*	$	*30.00*	$	*2,700.00*	
	Replace Protective Glass	*50.00*	*SF*	$	*400.00*	$	*20,000.00*	
39	Lower Level – Wood Frame with Stained Glass within the Sash. Protective glass at exterior (7' Fan Lite)	1.00	EA	$	25,740.00			Lump Sum
	Repair wood frame	*20.00*	*LF*	$	*12.00*	$	*240.00*	
	Replace Lead, Reglaze Panes and Reset into Wood Frames	*50.00*	*SF*	$	*220.00*	$	*11,000.00*	
	Paint Wood Frame In & Out	*90.00*	*LF*	$	*35.00*	$	*3,150.00*	
	Seal Perimeter In & Out	*90.00*	*LF*	$	*15.00*	$	*1,350.00*	
	Replace Protective Glass	*50.00*	*SF*	$	*200.00*	$	*10,000.00*	
VII.	**Sanctuary - Windows –North Elevation– Back Yard**							
40	Middle and Lower Levels – Wood Double Hungs with a curved top at eastern end - Wood Double Hung (3' x 12')	2.00	EA	$	13,116.00			Lump Sum
	Repair Wood Frame	*8.00*	*LF*	$	*24.00*	$	*192.00*	
	Reglaze Panes	*96.00*	*SF*	$	*100.00*	$	*9,600.00*	

	Paint Wood Frame Sash (In & Out)	*180.00*	*LF*	*$*	*70.00*	*$*	*12,600.00*	
	Seal Perimeter (In & Out)	*128.00*	*LF*	*$*	*30.00*	*$*	*3,840.00*	
41	Center Windows - Wood Frame with Stained Glass within the Sash. Protective glass at exterior. Facade located on property line (2' 6" x 9')	2.00	EA	$	84,480.00			Lump Sum
	Repair wood frame and Infill at Large Round Window	*10.00*	*SF*	*$*	*24.00*	*$*	*240.00*	
	Replace Lead, Reglaze Panes and Reset into Wood Frames	*163.00*	*SF*	*$*	*440.00*	*$*	*71,720.00*	
	Paint Wood Frame In & Out	*400.00*	*LF*	*$*	*70.00*	*$*	*28,000.00*	
	Seal Perimeter In & Out	*500.00*	*LF*	*$*	*30.00*	*$*	*15,000.00*	
	Replace Protective Glass	*135.00*	*SF*	*$*	*400.00*	*$*	*54,000.00*	
42	Center Windows - Wood Frame with Stained Glass within the Sash. Protective glass at exterior. Facade located on property line (6" Dia.)	9.00	EA	$	80,480.00			Lump Sum
	Repair wood frame and Infill at Large Round Window	*10.00*	*SF*	*$*	*108.00*	*$*	*1,080.00*	
	Replace Lead, Reglaze Panes and Reset into Wood Frames	*163.00*	*SF*	*$*	*1,980.00*	*$*	*322,740.00*	
	Paint Wood Frame In & Out	*400.00*	*LF*	*$*	*225.00*	*$*	*90,000.00*	
	Seal Perimeter In & Out	*500.00*	*LF*	*$*	*135.00*	*$*	*67,500.00*	
	Replace Protective Glass	*135.00*	*SF*	*$*	*1,800.00*	*$*	*243,000.00*	
43	Center Windows - Wood Frame with Stained Glass within the Sash. Protective glass at exterior. Facade located on property line (2' Dia.)	9.00	EA	$	80,480.00			Lump Sum
	Repair wood frame and Infill at Large Round Window	*10.00*	*SF*	*$*	*108.00*	*$*	*1,080.00*	
	Replace Lead, Reglaze Panes and Reset into Wood Frames	*163.00*	*SF*	*$*	*1,980.00*	*$*	*322,740.00*	
	Paint Wood Frame In & Out	*400.00*	*LF*	*$*	*225.00*	*$*	*90,000.00*	
	Seal Perimeter In & Out	*500.00*	*LF*	*$*	*135.00*	*$*	*67,500.00*	
	Replace Protective Glass	*135.00*	*SF*	*$*	*1,800.00*	*$*	*243,000.00*	
44	Center Windows - Wood Frame with Stained Glass within the Sash. Protective glass at exterior. Facade located on property line (9' Dia.)	1.00	EA	$	80,480.00			Lump Sum
	Repair wood frame and Infill at Large Round Window	*10.00*	*SF*	*$*	*12.00*	*$*	*120.00*	
	Replace Lead, Reglaze Panes and Reset into Wood Frames	*163.00*	*SF*	*$*	*220.00*	*$*	*35,860.00*	
	Paint Wood Frame In & Out	*400.00*	*LF*	*$*	*25.00*	*$*	*10,000.00*	
	Seal Perimeter In & Out	*500.00*	*LF*	*$*	*15.00*	*$*	*7,500.00*	
	Replace Protective Glass	*135.00*	*SF*	*$*	*200.00*	*$*	*27,000.00*	
45	Lower Level – Wood Frame with Stained Glass within the Sash. Protective glass at exterior (1' 6" x 5')	5.00	EA	$	47,719.00			Lump Sum
	Repair wood frame	*12.00*	*LF*	*$*	*60.00*	*$*	*720.00*	
	Replace Lead, Reglaze Panes and Reset into Wood Frames	*62.50*	*SF*	*$*	*1,100.00*	*$*	*68,750.00*	
	Paint Wood Frame In & Out	*550.00*	*LF*	*$*	*125.00*	*$*	*68,750.00*	
	Seal Perimeter In & Out	*505.00*	*LF*	*$*	*75.00*	*$*	*37,875.00*	
	Replace Protective Glass	*62.50*	*SF*	*$*	*1,000.00*	*$*	*62,500.00*	
46	Lower Level – Wood Frame with Stained Glass within the Sash. Protective glass at exterior (2' 6" x 5')	2.00	EA	$	47,719.00			Lump Sum
	Repair wood frame	*12.00*	*LF*	*$*	*24.00*	*$*	*288.00*	
	Replace Lead, Reglaze Panes and Reset into Wood Frames	*62.50*	*SF*	*$*	*440.00*	*$*	*27,500.00*	
	Paint Wood Frame In & Out	*550.00*	*LF*	*$*	*50.00*	*$*	*27,500.00*	
	Seal Perimeter In & Out	*505.00*	*LF*	*$*	*30.00*	*$*	*15,150.00*	
	Replace Protective Glass	*62.50*	*SF*	*$*	*400.00*	*$*	*25,000.00*	
Tower Façade & Windows		**$**	**2,557,800.00**					
I.	**Tower - South Elevation**							
1	Repoint Stone Mortar	400.00	LF	$	*25.00*	$	10,000.00	Lump Sum

2	Remove Loose Stone Surface Fragments		SF					Lump Sum
3	Replace Stone Small (up to 1 SF)	25.00	EA	$	*1,100.00*	$	27,500.00	Lump Sum
4	Replace Stone Medium (1 - 3 SF)	5.00	EA	$	*2,100.00*	$	10,500.00	Lump Sum
5	Replace Stone Large (3 - 10 SF)	220.00	EA	$	*2,800.00*	$	616,000.00	Lump Sum
II.	**Tower - West Elevation**							
6	Repoint Stone Mortar	300.00	LF	$	*25.00*	$	7,500.00	Lump Sum
7	Remove Loose Stone Surface Fragments	30.00	SF	$	*50.00*	$	1,500.00	Lump Sum
8	Replace Stone Small (up to 1 SF)		EA					Lump Sum
9	Replace Stone Medium (1 - 3 SF)	110.00	EA	$	-	$	-	Lump Sum
10	Replace Stone Large (3 - 10 SF)	75.00	EA	$	*2,800.00*	$	210,000.00	Lump Sum
III.	**Tower – North Elevation**							
11	Repoint Stone Mortar	300.00	LF	$	*25.00*	$	7,500.00	Lump Sum
12	Remove Loose Stone Surface Fragments	20.00	SF	$	*50.00*	$	1,000.00	Lump Sum
13	Replace Stone Small (up to 1 SF)	3.00	EA	$	*1,100.00*	$	3,300.00	Lump Sum
14	Replace Stone Medium (1 - 3 SF)	130.00	EA	$	*2,100.00*	$	273,000.00	Lump Sum
15	Replace Stone Large (3 - 10 SF)	42.00	EA	$	*2,800.00*	$	117,600.00	Lump Sum
IV.	**Tower - East Elevation**							
16	Repoint Stone Mortar	300.00	LF	$	*25.00*	$	7,500.00	Lump Sum
17	Remove Loose Stone Surface Fragments	30.00	SF	$	*50.00*	$	1,500.00	Lump Sum
18	Replace Stone Small (up to 1 SF)		EA					Lump Sum
19	Replace Stone Medium (1 - 3 SF)	109.00	EA	$	*2,100.00*	$	228,900.00	Lump Sum
20	Replace Stone Large (3 - 10 SF)	75.00	EA	$	*2,800.00*	$	210,000.00	Lump Sum
V.	**Tower - Windows – South and West Elevations – Street Elevations**							
21	Top Windows – Aluminum Louvers in Wood Surround (2' 6" x 9')	6.00	EA	$	5,625.00			Lump Sum
	Repair wood frame	*90.00*	*LF*	*$*	*90.00*	*$*	*8,100.00*	
	Paint Frame and Sash In & Out	*90.00*	*LF*	*$*	*210.00*	*$*	*18,900.00*	
	Seal Perimeter In & Out	*75.00*	*LF*	*$*	*90.00*	*$*	*6,750.00*	
22	Center Windows – Wood Frame with Leaded Clear Glass in Wood Frames. - Leaded Glass Fixed Lites (2' 6" x 30')	4.00	EA	$	92,800.00			Lump Sum
	Repair wood frame	*120.00*	*LF*	*$*	*60.00*	*$*	*7,200.00*	

	Replace Lead, Reglaze Panes and Reset into Wood Frames	*300.00*	*SF*	*$*	*880.00*	*$*	*264,000.00*	
	Paint Wood Frame In & Out	*500.00*	*LF*	*$*	*140.00*	*$*	*70,000.00*	
	Seal Perimeter In & Out	*500.00*	*LF*	*$*	*60.00*	*$*	*30,000.00*	
23	Lower – Wood Double Hungs & Fixed Lites - Wood Double Hung (2' x 4')	4.00	EA	$	3,490.00			Lump Sum
	Repair wood frame	*16.00*	*LF*	*$*	*60.00*	*$*	*960.00*	
	Reglaze Panes	*35.00*	*SF*	*$*	*200.00*	*$*	*7,000.00*	
	Paint Frame and Sash In & Out	*30.00*	*SF*	*$*	*140.00*	*$*	*4,200.00*	
	Seal Perimeter In & Out	*30.00*	*LF*	*$*	*60.00*	*$*	*1,800.00*	
24	Lower – Wood Double Hungs & Fixed Lites - Stained Glass (1' x 5')	2.00	EA	$	27,920.00			Lump Sum
	Repair wood frame	*16.00*	*LF*	*$*	*240.00*	*$*	*3,840.00*	
	Reglaze Panes	*35.00*	*SF*	*$*	*800.00*	*$*	*28,000.00*	
	Paint Frame and Sash In & Out	*30.00*	*SF*	*$*	*560.00*	*$*	*16,800.00*	
	Seal Perimeter In & Out	*30.00*	*LF*	*$*	*240.00*	*$*	*7,200.00*	
VI.	**Tower - Windows – North and East Elevations – Above Sanctuary Roof**							
25	Top Windows – Aluminum Louvers in Wood Surround (2' 6" x 9')	6.00	EA	$	5,625.00			Lump Sum
	Repair wood frame	*90.00*	*LF*	*$*	*90.00*	*$*	*8,100.00*	
	Paint Frame and Sash In & Out	*90.00*	*LF*	*$*	*210.00*	*$*	*18,900.00*	
	Seal Perimeter In & Out	*75.00*	*LF*	*$*	*90.00*	*$*	*6,750.00*	
26	Center Windows – Wood Frame with Leaded Clear Glass in Wood Frames. - Leaded Glass Fixed Lites (2' 6" x 25')	4.00	EA	$	79,000.00			Lump Sum
	Repair wood frame	*100.00*	*LF*	*$*	*60.00*	*$*	*6,000.00*	
	Replace Lead, Reglaze Panes and Reset into Wood Frames	*250.00*	*SF*	*$*	*880.00*	*$*	*220,000.00*	
	Paint Wood Frame In & Out	*450.00*	*LF*	*$*	*140.00*	*$*	*63,000.00*	
	Seal Perimeter In & Out	*450.00*	*LF*	*$*	*60.00*	*$*	*27,000.00*	
General Conditions		**$**	**2,727,559.30**					
I.	**Chapel**							
1	Mobilization (Sidewalk Bridging/Scaffolding)	1.00	LS			$	189,129.25	Lump Sum
2	General Conditions - O & P	1.00	LS			*$*	*476,605.71*	Lump Sum
II.	**Sanctuary**							
1	Mobilization (Sidewalk Bridging/Scaffolding)	1.00	LS			$	446,305.55	Lump Sum
2	General Conditions - O & P	1.00	LS			*$*	*1,124,689.99*	Lump Sum
I.	**Tower**							
1	Mobilization (Sidewalk Bridging/Scaffolding)	1.00	LS			$	139,440.00	Lump Sum
2	General Conditions - O & P	1.00	LS			*$*	*351,388.80*	Lump Sum
	Grand Total					**$**	**17,994,055.30**	

Exhibit N

Sales Contract between West Park and Alchemy (Excerpted & Redacted)

PURCHASE AND SALE AGREEMENT

Between

WEST-PARK PRESBYTERIAN CHURCH OF NEW YORK CITY,
a New York Religious Corporations Law corporation

and

ALCHEMY WEST 86th STREET LLC,
a Delaware limited liability company

Premises:

165 West 86th Street, New York, New York

Block: 1217
Lot:1

March 3, 2022

Excepts + Redacted

TABLE OF CONTENTS

Page

ARTICLE ONE DEFINITIONS 2

ARTICLE TWO PURCHASE AND SALE; CONSIDERATION; DEPOSIT 17

ARTICLE THREE STATUS OF TITLE 21

ARTCILE FOURTH TITLE INSURANCE; LIENS; VIOLATIONS 22

ARTICLE FIFTH CONDOMINIUM DOCUMENTS 24

ARTICLE SIXTH DESIGN DEVELOPMENT 26

ARTICLE SEVENTH CONSTRUCTION CONTRACTS 31

ARTICLE EIGHTH MILESTONE SCHEDULE; CLOSING; OUTSIDE CLOSING DATE 32

ARTCILE NINTH CONDITIONS TO CLOSING 33

ARTICLE TENTH CONDITION OF THE PURCHASER PREMISES; REPRESENTATIONS 36

ARTICLE ELEVENTH DAMAGE AND DESTRUCTION 44

ARTICLE TWELFTH CONDEMNATION 45

ARTICLE THIRTEENTH BROKERS AND ADVISORS 46

ARTICLE FOURTEENTH TAX REDUCTION 46

ARTICLE FIFTHTEENTH TRANSFER TAXES AND TRANSACTION COSTS 47

ARTICLE SIXTEENTH DELIVERIES TO BE MADE ON THE CLOSING DATE 48

ARTICLE SEVENTEETH NOTICES 51

ARTICLE EIGHTEENTH DEFAULT BY PURCHASER OR WPPC 52

ARTICLE NINETEENTH APPORTIONMENTS 53

ARTICLE TWENTIETH ENTIRE AGREEMENT 55

ARTICLE TWENTY-ONE AMENDMENTS 55

ARTICLE TWENTY-TWO WAIVER 56

ARTICLE TWENTY-THREE PARTIAL INVALIDITY 56

ARTICLE TWENTY-FOUR SECTION HEADINGS 56

ARTICLE TWENTY-FIVE GOVERNING LAW 57

ARTICLE TWENTY-SIX PARTIES; PURCHASER'S ASSIGNMENT; RECORDING 57

ARTICLE TWENTY-SEVEN CONFIDENTIALITY AND PRESS RELEASES 58

ARTICLE TWENTY-EIGHT FURTHER ASSURANCES 58

ARTICLE TWENTY-NINE THIRD PARTY BENEFICIARY 58

ARTICLE THIRTY JURISDICTION AND SERVICE OF PROCESS 58

ARTICLE THIRTY-ONE WAIVER OF TRIAL BY JURY 59

ARTICLE THIRTY-TWO EXCULPATION 59

ARTICLE THIRTY-THREE ARBITRATION 60

ARTICLE THIRTY-FOUR FIRPTA COMPLIANCE 62

ARTICLE THIRTY-FIVE ASSIGNMENT BY WPPC 62

ARTICLE THIRTY-SIX INTERIM COVENANTS 63

ARTICLE THIRTY-SEVEN MISCELLANEOUS 64

LIST OF SCHEDULES:

Schedule A	Legal Description of the Land
Schedule B	List of Professionals
Schedule C	Break-Up Fee
Schedule 2.2(c)	Back End Participation
Schedule 2.2(d)	Potential Construction Savings
Schedule 2.4	Escrow Agent's Wire Instructions
Schedule 6.2	Community Space Unit Specifications and Conceptual Plans
Schedule 8.1	Milestone Schedule

LIST OF EXHIBITS:

Exhibit A	Statement of Condominium Principles
Exhibit B	Form of Development Agreement
Exhibit C	Form of the Deed for Purchaser Premises
Exhibit D	Form of Memorandum of Development Agreement
Exhibit E	Form of Termination of the Memorandum of Development Agreement
Exhibit F	General Depictions of Community Space Unit and Developer Unit

THIS PURCHASE AND SALE AGREEMENT (this "**Agreement**") made as of the 3rd day of March, 2022 (the "**Effective Date**"), between **WEST-PARK PRESBYTERIAN CHURCH OF NEW YORK CITY**, a New York religious corporations law corporation (the "**Seller**" or "**WPPC**"), having an address c/o West Park Administrative Commission c/o The Presbytery of New York City, 475 Riverside Drive, Suite 1270, New York, New York 10115, and **ALCHEMY WEST 86TH STREET LLC**, a Delaware limited liability company, (the "**Purchaser**" and together with the WPPC, a "**Party**" and collectively, the "**Parties**"), having an address at c/o Alchemy Properties Inc., 800 Third Avenue, 22nd Floor, New York, New York 10022.

W I T N E S S E T H:

WHEREAS, WPPC is the owner in fee of the land located in the City, County and State of New York known and numbered as 165 West 86th Street, New York, New York, designated as Lot 1 in Block 1217 on the Tax Map of the City, County and State of New York (the "**Tax Map**"), as such premises are more particularly described in Schedule A attached hereto (collectively, the "**Land**"), together with the building and improvements thereon (the "**Improvements**" and the Land and Improvements herein being referred to collectively as "**Premises**");

WHEREAS, on or prior to the Closing Date (as defined in Section 8.2 hereof), WPPC intends to record a declaration of condominium (as may be amended from time to time in accordance with the terms hereof and the terms of the Development Agreement (as hereinafter defined) (the "**Declaration**") and accompanying Floor Plans (as defined in the Declaration) (as the same may be amended from time to time in accordance with the terms hereof and the Development Agreement, the "**Condominium Plans**," which together with the Declaration, are referred to herein as the "**Condominium Documents**"), all in accordance with and pursuant to the terms hereof and the Development Agreement and submit the Premises to a condominium form of ownership, which condominium formed thereby (the "**Condominium**") shall initially contain, in accordance with the terms of this Agreement and the Development Agreement (i) the Community Space Unit, (ii) the Developer Unit, which Developer Unit is sometime referred to herein as the "**Purchaser Premises**") and (iii) certain Common Elements;

WHEREAS, WPPC desires to sell, subject to the terms of this Agreement, the Purchaser Premises to Purchaser in accordance with the terms of this Agreement, and Purchaser desires to purchase the Purchaser Premises from WPPC; and

WHEREAS, in furtherance of the foregoing, upon the transfer of the Purchaser Premises from WPPC to Purchaser pursuant to this Agreement, WPPC, Purchaser and Developer will enter into, and record a memorandum of that certain Development Agreement in substantially the form attached hereto as Exhibit B (the "**Development Agreement**"), pursuant to which Developer shall perform the demolition of the existing Improvements and construct a new building in accordance with the terms of this Agreement, the Development Agreement and the Approved Plans and Specifications (as hereinafter defined) (the "**Project**");

WHEREAS, promptly following the Substantial Completion of the WPPC Space Construction Work (as such term is defined in the Development Agreement), the Parties will amend and restate the Declaration (the "**A&R Declaration**") and the Condominium Plans (the "**A&R Condominium Plans,**" and together with the A&R Declaration are referred to herein as the "**A&R Condominium Documents**") in accordance with the terms of the Development Agreement to reflect as built conditions at the Premises, which A&R Condominium Documents will reflect a Condominium comprising the following condominium units and certain Common Elements as designed and constructed pursuant to this Agreement, the Development Agreement and the Approved Plans and Specifications: (a) the Community Space Unit (to be initially owned by WPPC); (b) one or more individual residential condominium units (the "**Residential Units**") (to be initially owned by Purchaser); and (c) a retail unit (the "**Retail Unit**") (to be initially owned by Purchaser).

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements herein contained, the Parties covenant and agree as follows:

ARTICLE ONE

DEFINITIONS

For the purposes hereof, the following terms shall have the following meanings:

"**Access Agreement**" shall mean that certain Access Agreement dated as of March 30, 2021 between West Park Administrative Commission ("**WPAC**"), the governing body of Seller and Alchemy Properties Inc., a New York corporation and an Affiliate of Purchaser, as amended by that certain First Amendment to Access Agreement dated as of June 28, 2021 between WPAC and Alchemy Properties Inc. Seller and Purchaser hereby adopt the Access Agreement and the terms thereof are incorporated herein as if set forth at length, and shall survive so long as this Agreement is in effect.

"**Additional Deposit**" shall have the meaning set forth in Section 2.4.

"**Affiliate**" shall mean, as to any Person, any other Person that Controls, is Controlled by, or is under common Control with such Person.

"**Alchemy Alternate Principal**" shall mean Joel Breitkopf.

"**Anti-Money Laundering Laws**" shall have the meaning set forth in Section 10.5(h).

"**Appraiser**" shall mean BBG Real Estate Services, New York office, Eric Haims, or a replacement reasonably acceptable to both WPPC and Purchaser.

"**Apportionment Date**" shall have the meaning set forth in Section 19.1.

"**Approved Plans and Specifications**" shall have the meaning set forth in Section 6.5(b).

Notice has been properly given and a Quorum is present, in accordance with the Amended and Restated By-Laws of WPPC and the Book of Order, followed by the approval of the Board of Trustees and/or the approval of WPAC, if and to the extent necessary.

"**Consideration**" shall mean the total consideration to be received by Seller for the sale of the Purchaser Premises, which shall consist of: (i) [redacted] Dollars ($[redacted]) in cash, subject to the reductions and adjustments set forth in Section 2.3 hereof, plus (ii) Final Completion of the WPPC Space Construction Work in accordance with this Agreement and the Development Agreement, plus (iii) if applicable, the amount (the "**Potential Construction Savings**") by which (A) the Community Space Unit Allocated Consideration exceeds (B) the Community Space Unit Construction Costs, as further defined and described on Schedule 2.2(d) annexed hereto, plus (iv) the Back End Participation (as defined and described on Schedule 2.2(c) annexed hereto).

"**Construction Agreement**" shall mean one or more guaranteed maximum price contracts or at Purchaser's election, any other form of "fixed price," "lump sum" or "cost plus" contracts for the demolition and construction of all or a portion of the Project entered into by Purchaser with one or more construction managers.

"**Consultant**" shall mean any or all of WPPC's Consultants or Purchaser's Consultants, as applicable in context.

"**Control**" shall have the meaning set forth in the Development Agreement.

"**Cure Period**" shall have the meaning set forth in Section 10.8.

"**Declaration**" shall have the meaning set forth in the Recitals. For avoidance of doubt, on and after the A&R Condominium Documents Effective Date, Declaration shall mean the A&R Declaration.

"**Default**" shall mean (a) with respect to Purchaser, (i) Purchaser's failure to satisfy its obligation to pay the Cash Consideration or the Additional Deposit or Purchaser's failure to perform any of its other material obligations hereunder to be performed on the Closing Date, (ii) Purchaser's failure to perform any of its monetary obligations hereunder (other than as set forth in clause (i) above) to be performed on or prior to the Closing Date, within the time period set forth herein, or if no period is specified, within fifteen (15) days after Purchaser's receipt of written demand therefor, (iii) Purchaser's failure to perform any of its other material obligations hereunder to be performed prior to the Closing Date, which failure continues for forty-five (45) days after Purchaser's receipt of written notice of such default or (iv) any other event or circumstance expressly stated to constitute a Default by Purchaser pursuant to the terms of this Agreement which failure continues for forty-five (45) days after Purchaser's receipt of written notice of such default, and (b) with respect to WPPC, (i) WPPC's failure to perform any of its material obligations to be performed on the Closing Date, (ii) WPPC's failure to perform any of its material obligations to be performed prior to the Closing Date, which failure continues for forty-five (45) days after Purchaser's receipt of written notice of such default, or (iii) any other event or circumstance expressly stated to constitute a Default pursuant to the terms of this

"**In-Kind Consideration**" shall have the meaning set forth in Section 2.2(b).

"**Initial Deposit**" shall have the meaning set forth in Section 2.4.

"**Initial Developer**" shall mean 165 West 86th Street Developer LLC, a Delaware limited liability company and an Affiliate of Purchaser.

"**Institutional Lender**" shall mean a savings bank, a savings and loan association, a commercial bank or trust company (whether acting individually or in a fiduciary capacity), a pension, welfare or retirement fund or plan, an accredited college or university, an insurance company organized and existing under the laws of the United States or any state thereof, a real estate investment trust existing in compliance with Sections 856 through 860 of the Internal Revenue Code of 1986, as amended, an investment bank, trust company, commercial credit corporation, advisory fund, rental fund, a governmental entity or plan, an investment company, money management firm, or a "qualified institutional buyer" within the meaning of Rule 144A under the Securities Act of 1933, as amended; a religious, educational or eleemosynary institution or foundation; any trustee holding a loan in a publicly traded securitization, a trustee or issuer of collateralized mortgage obligations, a loan conduit, or other similar investment entity and any other entity then in the business of making loans secured by mortgages on real property, or any combination of thereof; provided, however, that each of the above entities shall qualify as within the provisions of this definition only if it is not a Prohibited Person and has, at the time of making its loan to Purchaser or at the time of such entity's acquisition of a loan made to Developer, a net worth of not less than Two Hundred Million Dollars ($200,000,000) or assets of not less than Two Billion Dollars ($2,000,000,000).

"**Land**" shall have the meaning set forth in the Recitals.

"**Landmarks Law**" shall mean Sections 3020 and 3021 of the New York City Charter and Title 25 Chapter 3 of the New York City Administrative Code.

"**Law**" or "**Laws**" shall mean any covenants, conditions, restrictions or agreements, site plan approvals, zoning or subdivision regulations, urban redevelopment plans, the laws, statutes, codes, acts, ordinances, orders, judgments, decrees, injunctions, rules, regulations, permits, licenses, authorizations, directions or requirements of any governmental entity governing or regulating the use and operation, or otherwise applicable to the Premises.

"**Leases**" shall mean all leases, or other written or oral agreements or arrangements heretofore or hereafter entered into by WPPC granting occupancy of the Premises, or any portions thereof, including any guarantees, extensions, renewals, modifications or amendments thereof and all additional remainders, reversions and other rights and estates appurtenant thereunder.

"**Lien**" shall mean any mortgage, deed of trust, lien (statutory or otherwise), *lis pendens*, pledge, hypothecation, easement, restrictive covenant, preference, assignment, security interest or any other encumbrance, charge or transfer of, or any agreement to enter into or create any of the foregoing, in each case recorded against all or any part of the Premises, including any conditional sale or other title retention agreement, any financing lease having substantially the

same economic effect as any of the foregoing, the filing of any financing statement, and mechanic's, materialmen's and other similar liens and encumbrances.

"**LPC**" shall mean the New York City Landmarks Preservation Commission.

"**LPC Approval**" shall mean the issuance of a Notice to Proceed or a written permit by LPC and/or the Hardship Appeals Panel that allows for the full demolition of the existing Improvements and the construction of approximately 101,483 zoning square feet of Floor Area resulting in a project consisting of approximately 96,399 zoning square feet of residential Floor Area, approximately 1,589 zoning square feet of retail Floor Area, and approximately 3,655 zoning square feet of community facility Floor Area. In the event that the landmarks designation of the Premises has been rescinded, LPC Approval shall be deemed to be satisfied by the written permit permitting demolition by the New York City Department of Buildings.

"**Material Portion**" shall have the meaning set forth in Section 12.2.

"**Memorandum of Development Agreement**" shall have the meaning set forth in Section 16.3(c).

"**Mezzanine Lender**" shall mean an Institutional Lender, and any other entity then regularly in the business of making mezzanine loans secured by the equity interests in the owner of real estate, or any combination of thereof, and not regularly in the business, whether itself or an affiliate, of owning or developing real estate; provided, however, that each of the above entities shall qualify as within the provisions of this definition only if it is not a Prohibited Person and has, at the time of making its loan to Purchaser or at the time of such entity's acquisition of a loan made to Developer, a net worth of not less than One Hundred Million Dollars ($100,000,000) or assets of not less than Seven Hundred Million Dollars ($700,000,000).

"**Mezzanine Loan**" shall mean financing secured by the equity interests in Purchaser (and not by a lien on Developer's interest in the Development Agreement).

"**Milestone Schedule**" shall have the meaning set forth in Section 8.1.

"**Mortgage**" shall mean any mortgage or trust indenture which is a Lien on Purchaser's interest in the Purchaser Premises, as the same may be renewed, modified, extended, consolidated and coordinated from time to time; it being understood that in no event, except as expressly provided in Section 18.2(a) below, shall Purchaser be permitted to encumber the Community Space Unit with any mortgage, trust indenture or other Lien.

"**Mortgagee**" shall mean the holder of a Mortgage which is an Institutional Lender.

"**New Closing Notice**" shall have the meaning set forth in Section 4.6.

"**Notices**" shall have the meaning set forth in Section 17.1.

"**NPCL**" shall have the meaning set forth in Section 10.4(a).

"**NYS Law Department**" shall have the meaning set forth in Section 5.2 hereof.

2.1 Purchase and Sale. WPPC shall sell, assign and convey to Purchaser, and Purchaser shall purchase and assume from WPPC, subject to the terms and conditions of this Agreement, all of WPPC's right, title and interest in and to the Purchaser Premises.

2.2 The Consideration. The Consideration shall consist of the following:

(a) A fixed cash purchase price of [redacted] and 00/100 Dollars ($[redacted]00) (the "**Cash Consideration**") to be paid at Closing, subject to the reductions and adjustments set forth in Section 2.3 below;

(b) Final Completion of the WPPC Space Construction Work pursuant to the terms of this Agreement and the Development Agreement (the "**In-Kind Consideration**");

(c) the Potential Construction Savings; and

(d) the Back End Participation.

2.3 Reductions and Increases to the Cash Consideration. The Cash Consideration shall be reduced by each of following at Closing (the following, collectively, the "**Cash Consideration Deducts**"): (i) the unreimbursed Tenant Expenses; (ii) the unreimbursed WPPC Expenses paid by Purchaser, (iii) the unreimbursed Development Expenses, and (iv) the unreimbursed DOB Expenses.

2.4 Deposit. No later than two (2) Business Days following the execution of this Agreement by the Parties and delivery of same to counsel for the Parties, Purchaser shall deliver to Title Company, as escrow agent (the "**Escrow Agent**"), via wire transfer in immediately available federal funds, the amount of [redacted] and 00/100 Dollars ($[redacted]) (the "**Initial Deposit**") to the escrow account of Escrow Agent in accordance with the wire instructions set forth on Schedule 2.4 attached hereto. If Purchaser shall fail to timely pay the Initial Deposit then this Agreement shall be null and void *ab initio* and WPPC shall be entitled to retain all sums previously paid by Purchaser. Within seven (7) Business Days after the later of (i) Congregational and Board/AC Approval, (ii) Presbytery Approval, (iii) Supreme Court Approval and (iv) LPC Approval, Purchaser shall pay an additional deposit to Escrow Agent in an amount equal to $3,682,350, less the Development Expenses, DOB Expenses and any Tenant Expenses paid by Purchaser to date, but in no event shall such additional deposit be less than [redacted] 00/100 Dollars ($[redacted]0) (the "**Additional Deposit**" and together with the Initial Deposit, and interest thereon, the "**Deposit**"). The Initial Deposit, Additional Deposit and all other sums payable by Purchaser under this Agreement shall be non-refundable, except as otherwise expressly set forth in this Agreement.

2.5 Escrow Agent Provisions for the Deposit. Upon receipt by Escrow Agent of any portion of the Deposit, Escrow Agent shall cause the same to be deposited into an interest bearing account at First American Trust-Santa Ana or another nationally recognized bank selected by Escrow Agent, it being agreed that Escrow Agent shall not be liable for (x) any loss of such investment (unless due to Escrow Agent's gross negligence, willful misconduct or breach of this Agreement) or (y) any failure to attain a favorable rate of return on such investment. Subject to the further terms of this Section 2.5, Escrow Agent shall deliver the Deposit, to WPPC or to Purchaser, as the case may be, under the following conditions:

(a) The Deposit, or so much thereof as may then be held by Escrow Agent, shall be delivered to WPPC upon the Closing (and Purchaser shall be credited against the Cash Consideration for the amount of the Deposit and any interest accrued thereon) upon receipt by Escrow Agent of a statement executed by WPPC and Purchaser authorizing the Deposit to be released; or

(b) The Deposit, or so much thereof as may then be held by Escrow Agent, shall be delivered to WPPC following receipt by Escrow Agent of written demand therefor from WPPC stating that WPPC is entitled to the Deposit in accordance with this Agreement, and specifying the Section of this Agreement which entitles WPPC to the Deposit, provided Purchaser shall not have given written notice of objection in accordance with the provisions set forth below; or

(c) The Deposit (less any unpaid WPPC Expenses, subject to the WPPC Expense Cap, which shall first be paid to WPPC from the Deposit, to the extent expressly set forth herein) shall be delivered to Purchaser following receipt by Escrow Agent of written demand therefor from Purchaser stating that Purchaser is entitled to the Deposit in accordance with this Agreement, and specifying the Section of this Agreement which entitles Purchaser to the return of the Deposit, provided WPPC shall not have given written notice of objection in accordance with the provisions set forth below; or

(d) The Deposit, or so much thereof as may then be held by Escrow Agent, shall be delivered to Purchaser or WPPC as directed by written instructions of both WPPC and Purchaser.

(e) Upon the receipt of a written demand for the Deposit by WPPC or Purchaser, pursuant to clause (b) or (c) of this Section 2.5, Escrow Agent shall promptly give notice thereof (including a copy of such demand) to the other Party. The other Party shall have the right to object to the delivery of the Deposit, by giving written notice of such objection to Escrow Agent at any time within ten (10) Business Days after such Party's receipt of notice from Escrow Agent, but not thereafter. Such notice shall set forth the basis for objecting to the delivery of the Deposit. Upon receipt of such notice of objection, Escrow Agent shall promptly give a copy of such notice of objection to the Party who filed the written demand. If Escrow Agent shall have timely received such notice of objection, Escrow Agent shall continue to hold the Deposit, and the interest accrued thereon, until (x) Escrow Agent receives joint written notice from WPPC and Purchaser directing the disbursement of the Deposit, in which case Escrow Agent shall then disburse the Deposit, and the interest accrued thereon, in accordance with said direction, or (y) there shall have been served upon Escrow Agent an order or judgment which is final and non-appealable in nature duly entered in a court of competent jurisdiction setting forth the manner in which the Deposit is to be paid out and delivered, in which event Escrow Agent shall deliver the balance of the Deposit as set forth in such order or judgment, or (z) Escrow Agent delivers to a court of competent jurisdiction the Deposit in an action for interpleader in order to terminate Escrow Agent's duties as Escrow Agent, the costs thereof to be borne by whichever of WPPC or Purchaser is the losing party in such interpleader action, as determined by a final non-appealable order of such court.

2.6 Duties of Escrow Agent. Escrow Agent may rely and act upon any instrument or other writing reasonably believed by Escrow Agent to be genuine and purporting to be signed and presented by any Person or Persons purporting to have authority to act on behalf of WPPC or Purchaser, as the case may be, and shall not be liable in connection with the performance of any duties imposed upon Escrow Agent by the provisions of this Agreement, except for Escrow Agent's own gross negligence, willful misconduct or breach of this Agreement and except that Escrow Agent shall confirm all wire instructions telephonically. Escrow Agent shall have no duties or responsibilities except those set forth herein. Escrow Agent shall not be bound by any modification, cancellation or rescission of this Agreement unless the same is in writing and signed by Purchaser and WPPC, and if Escrow Agent's duties hereunder are affected, unless Escrow Agent shall have given prior written consent thereto. Escrow Agent shall be reimbursed by WPPC and Purchaser for any actual and reasonable expenses (including reasonable legal fees and disbursements of outside counsel), including all of Escrow Agent's reasonable fees and expenses with respect to any interpleader action incurred in connection with this Agreement, and such liability shall be joint and several; provided, however, that as between Purchaser and WPPC, the prevailing Party in any dispute over the Deposit shall be entitled to reimbursement by the losing Party of any such expenses paid to Escrow Agent. In the event that Escrow Agent shall be uncertain as to Escrow Agent's duties or rights hereunder, or shall receive instructions from Purchaser or WPPC that in Escrow Agent's reasonable opinion, are in conflict with any of the provisions hereof, Escrow Agent shall be entitled to hold the Deposit, and the interest accrued thereon, and may decline to take any other action. After delivery of the Deposit, and the interest accrued thereon, in accordance herewith, Escrow Agent shall have no further liability or obligation of any kind whatsoever.

2.7 Escrow Agent Resignation. Escrow Agent shall have the right at any time to resign upon at least ten (10) Business Days' prior notice to WPPC and Purchaser. WPPC and Purchaser shall jointly select a successor Escrow Agent and shall notify Escrow Agent of the name and address of such successor Escrow Agent within ten (10) Business Days after receipt of such notice by Escrow Agent of its intention to resign. If Escrow Agent has not received written notice of the name and address of such successor Escrow Agent within such period, Escrow Agent shall have the right to select on behalf of WPPC and Purchaser a bank or trust company licensed to do business in the State of New York and having a branch located in New York County, which regularly provides escrow services of the nature described in this Agreement, to act as successor Escrow Agent hereunder. At any time after such ten (10) Business Day period, Escrow Agent shall have the right to deliver the Deposit, and the interest accrued thereon, to any successor Escrow Agent selected hereunder, provided such successor Escrow Agent shall execute and deliver to WPPC and Purchaser an assumption agreement whereby it assumes all of Escrow Agent's obligations hereunder. Upon the delivery of all such amounts and such assumption agreement, the successor Escrow Agent shall become the Escrow Agent for all purposes hereunder and shall have all of the rights and obligations of the Escrow Agent hereunder, and the resigning Escrow Agent shall have no further responsibilities or obligations hereunder.

2.8 Taxpayer Identification Number. Except as otherwise provided in Section 2.5, the interest comprising a portion Deposit shall be paid to the Party entitled to receive the Deposit as provided in this Agreement. The Party entitled to receive the interest shall pay any income taxes thereon. Purchaser's taxpayer identification number is 88-0848827. WPPC's taxpayer

identification number is 13-1623872. Escrow Agent is hereby designated as the Reporting Person for filing a 1099-S.

2.9 Within ten (10) Business Days after written demand therefor by WPPC from time to time, Purchaser shall pay WPPC for WPPC Expenses incurred, up to the WPPC Expense Cap. On or prior to the date hereof, Purchaser has paid to WPPC a non-refundable exclusivity fee in the amount of $50,000, which shall not be deemed a WPPC Expense and shall not be reimbursed to Purchaser or credited against the Consideration. On the date hereof, Purchaser shall pay (i) $[redacted] to WPPC's counsel in respect of the remaining unpaid exclusivity fee, (ii) $[redacted] to WPPC's counsel in respect of WPPC Expenses, (iii) $[redacted] to Gardiner & Theobald in respect of WPPC Expenses, and (iv) $[redacted] to landmarks counsel in respect of Development Expenses. Upon such payments, $[redacted] will have been paid by Purchaser in respect of WPPC Expenses.

2.10 Notwithstanding anything to the contrary contained herein, in the event that the Project (i) includes a substantial subterranean space (such as a parking garage), or (ii) utilizes more than 101,483 zoning square feet of Floor Area (other than by acquisition by Purchaser of additional Floor Area in a private arms-length transaction from a bona fide third party seller), then there will be an increase to the Consideration to be agreed upon between WPPC and Purchaser, to be paid at Closing, or if the foregoing is not known by Closing, prior to the commencement of any demolition or construction.

2.11 Survival. The provisions of Article 2 shall survive the Closing or termination of this Agreement.

ARTICLE THREE

STATUS OF TITLE

3.1 Subject to the terms and provisions of this Agreement and the Development Agreement, WPPC's interest in the Purchaser Premises shall be sold, assigned and conveyed by WPPC to Purchaser, and Purchaser shall purchase, assume and accept the same, subject to the following (collectively, the "**Permitted Encumbrances**"):

(a) any other title exceptions approved or waived by Purchaser in writing as provided in this Agreement;

(b) real estate taxes, sewer rents and taxes, water rates and charges, vault charges and taxes, business improvement district taxes and assessments and any other governmental taxes, charges or assessments levied or assessed against the Purchaser Premises (collectively, "**Property Taxes**") which are a lien, but not yet due and payable, subject to apportionment in accordance with the terms of this Agreement;

(c) any laws, rules, regulations, statutes, ordinances, orders or other Laws affecting the Purchaser Premises, including, without limitation, all zoning, land use, building and environmental laws, rules, regulations, statutes, ordinances, orders or other Laws, including landmark designations and all zoning variances and special exceptions, if any;

respect-to any matter raised in such audit report) within such ten (10) Business Day period, the dispute shall be submitted to arbitration pursuant to the provisions of Section 33.

7.5 Purchaser shall ensure that no mechanics' or material persons' lien is filed against the Community Space Unit in connection with the work contemplated by the Transaction Documents. In no event shall Purchaser or Developer record any document, including without limitation a mortgage or lien, against the Community Space Unit. Purchaser shall indemnify, defend and hold the Seller harmless from and against any and all claims, demands, causes of action, actual losses, costs and expenses (including reasonable attorneys' fees, court costs and disbursements) arising from any lien being filed against the Community Space Unit.

7.6 The provisions of this Section 7 shall survive the Closing or earlier termination of this Agreement.

ARTICLE EIGHTH

MILESTONE SCHEDULE; CLOSING; OUTSIDE CLOSING DATE

8.1 Attached hereto as Schedule 8.1 is the major milestone schedule for initial design, development and construction of the Project, including the development of Schematic Plans, Design Development Plans, Construction Documents, contract bidding, all construction phases and Project completion (as the same may be revised from time to time in accordance with the terms hereof, the "**Milestone Schedule**"). The dates included in the Milestone Schedule shall be extended on a day-for-day basis during the continuance of any Unavoidable Delays to the extent expressly permitted in the Development Agreement. Any revision to the Milestone Schedule, other than on account of Unavoidable Delay to the extent expressly permitted in the Development Agreement, shall be subject to WPPC's prior written approval. Purchaser shall maintain and periodically update (to the extent expressly permitted in the Development Agreement) a comprehensive milestone schedule reflecting the milestone dates included in the Milestone Schedule and shall deliver any update (to the extent expressly permitted in the Development Agreement) of the Milestone Schedule to WPPC on a monthly basis. Purchaser shall cause the Purchaser's Consultants to comply in all respects with the Milestone Schedule.

8.2 The Closing shall occur thirty (30) Business Days from the date of the later to occur of the following: (i) the date of LPC Approval, Congregational and Board/AC Approval, and Presbytery Approval; (ii) the date WPPC provides written notice to Purchaser that the Existing Lease is terminated and the Existing Tenant has vacated the Premises; and (iii) the date Seller provides Purchaser with a copy of the signed Supreme Court Order (the "**Scheduled Closing Date**"). Either party shall have the right to adjourn the Scheduled Closing Date for up to sixty (60) days provided it gives written notice to the other prior to the Scheduled Closing Date (the "**Adjourned Closing Date**"). The closing of the transactions contemplated hereunder (the "**Closing**") shall occur, and the documents referred to in Section 16 shall be delivered on the Scheduled Closing Date, which date shall be subject to adjournment in accordance with the terms of this Agreement. The actual date of the Closing is referred to herein as the "**Closing Date**". The Closing shall be held at the offices of Purchaser's lender in Manhattan, NY, or in escrow with the Title Company, but in no event later than seven (7) years from the Effective Date (the "**Outside Closing Date**"). Time is of the essence as to WPPC and the Purchaser's

respective obligations to close the transactions contemplated hereunder on the Scheduled Closing Date (as same may be adjourned in accordance with this Agreement).

ARTICLE NINTH

CONDITIONS TO CLOSING

9.1 Conditions to Obligations of WPPC. The obligation of WPPC to effect the Closing shall be subject to the fulfillment (or written waiver by WPPC) at or prior to the Closing Date of all of the following conditions ("**WPPC's Closing Conditions**"):

(a) Representations and Warranties. The representations and warranties of Purchaser contained in this Agreement shall be true and correct in all material respects as of the Closing Date, as though made at and as of the Closing Date.

(b) Performance of Obligations. Purchaser shall have timely paid the Cash Consideration (as may be adjusted as expressly set forth in this Agreement) and any other sums payable by Purchaser hereunder and in all material respects have performed all other obligations required to be performed by it under this Agreement.

(c) Delivery of Documents. Purchaser, Developer and Guarantor shall have executed, acknowledged (if applicable) and/or delivered all documents required to be executed, acknowledged (if applicable) and/or delivered by Purchaser, Developer and Guarantor hereunder and under the Development Agreement on the Closing Date.

(d) Design and Development Requirements. [redacted]

(e) Condominium. [redacted]

(f) Guaranties. [redacted]

(g) Financial Plan. [redacted]

(h) Approvals. WPPC shall have received Congregational and Board/AC Approval, Presbytery Approval and a signed Supreme Court Order approving the sale contemplated herein.

(i) LPC Approval. The Parties shall have received written LPC Approval.

(j) Termination of Existing Lease. [redacted]

(k) No Litigation. No litigation or other court action shall have been commenced seeking to obtain an injunction or other relief from such court to enjoin the consummation of the transaction described in this Agreement and no preliminary or permanent injunction or other order, decree or ruling shall have been issued by a court of competent jurisdiction or by any governmental authority, that would make illegal or invalid or otherwise prevent the consummation of the transactions described in this Agreement.

9.2 Conditions to Obligations of Purchaser. The obligations of Purchaser to effect the Closing shall be subject to the fulfillment (or written waiver by Purchaser) at or prior to the Closing Date of all of the following conditions ("**Purchaser's Closing Conditions**"):

(a) Design and Development Requirements. WPPC has approved the Approved Plans and Specifications, as and to the extent required hereunder.

(b) Representations and Warranties. The representations and warranties of WPPC contained in this Agreement (other than those representations made as of the date hereof, which shall not be updated) shall be true and correct in all material respects as of the Closing Date, as though made at and as of the Closing Date, except for changes that do not have a material adverse effect on Purchaser.

(c) Delivery of Documents. WPPC shall have executed, acknowledged (if applicable) and/or delivered all documents required to be executed, acknowledged (if applicable) and/or delivered by WPPC hereunder and the Development Agreement on the Closing Date.

(l) Performance of Obligations. WPPC shall in all material respects have performed all obligations required to be performed by WPPC under this Agreement on or prior to the Closing Date.

(d) Delivery of Purchaser Premises. [redacted]

(e) Approvals. WPPC shall have (i) delivered to Purchaser a copy of the signed Supreme Court Order approving the sale contemplated herein, and (ii) received Congregational and Board/AC Approval and Presbytery Approval.

(f) LPC Approval. The Parties shall have received LPC Approval.

(m) Termination of Existing Lease. [redacted]

(g) Condominium. [redacted]

(h) Purchaser's Title Policy. [redacted]

payment of the premium therefor, an owner's policy of title insurance for the Purchaser Premises ("**Purchaser's Title Policy**"), insuring fee title to the Purchaser Premises in Purchaser, subject only to Permitted Encumbrances.

(i) No Litigation. [redacted] prevent the consummation of the transactions described in this Agreement.

9.3 Failure of Condition.

(a) If WPPC's Closing Conditions have not been satisfied or waived, on or prior to the Outside Closing Date, then (x) if such failure of condition precedent is not the result of a Default by Purchaser, then WPPC or Purchaser shall be entitled to terminate this Agreement by notice thereof to the other Party, whereupon, (i) Purchaser shall be entitled to a return of the Deposit (less any then outstanding WPPC Expenses, subject to the WPPC Expense Cap, which shall first be paid to WPPC out of the Deposit) and thereafter, neither Party shall have any obligations, except those that expressly survive termination of this Agreement; and (y) if such failure of condition precedent is the result of a Default by Purchaser, then such failure shall constitute a Default by Purchaser and Section 18.1 shall govern (provided that the failure to close on account of the failure of WPPC to obtain the Supreme Court Approval shall not, unless Purchaser is otherwise in default hereunder, be deemed to constitute a Default by Purchaser hereunder).

(b) If the Purchaser's Closing Conditions have not been satisfied or waived on or prior to the Outside Closing Date, then (x) if such failure of condition precedent is not the result of a Default by WPPC hereunder, then WPPC or Purchaser shall be entitled to terminate this Agreement by notice thereof to the other Party, whereupon, (i) Purchaser shall be entitled to a return of the Deposit (less any then outstanding WPPC Expenses, subject to the WPPC Expense Cap, which shall first be paid to WPPC out of the Deposit), and thereafter neither Party shall have any rights or obligations, except those rights or obligations that expressly survive termination of this Agreement; and (y) if such failure of condition precedent is the result of a Default by WPPC hereunder, then such failure shall constitute a Default by WPPC hereunder and Section 18.2 shall govern.

9.4 Congregational and Board/AC Approval; Presbytery Approval;. WPPC shall, promptly after LPC Approval (or on such earlier date determined by WPPC in its sole discretion), use commercially reasonable good faith efforts to obtain the Congregational and Board/AC Approval and the Presbytery Approval approving the sale. Purchaser shall reasonably cooperate with WPPC in WPPC's efforts to obtain the Congregational and Board/AC Approval, and the Presbytery Approval, including by executing documents and providing information as reasonably requested. WPPC shall promptly notify Purchaser in writing, if, as and when the Congregational and Board/AC Approval and the Presbytery Approval are obtained. If (1) the Congregational and Board/AC Approval or the Presbytery Approval approving the sale have not been obtained on or before the date that is nine (9) months after the date of LPC Approval, or (2)

Congregational and Board/AC Approval or the Presbytery Approval is denied and WPPC does not elect to appeal such denial, in each case after WPPC has used commercially reasonable good faith efforts to obtain such approval, either Party may terminate this Agreement, whereupon the full amount of the Deposit shall be refunded to Purchaser. In addition, if this Agreement is terminated pursuant to this Section 9.4, and thereafter WPPC sells the Premises to an unaffiliated third party in which no Purchaser Permitted Parties or Affiliate has any direct or indirect interest, then at the closing of such sale and solely to the extent of cash proceeds actually received by WPPC after the repayment of all Presbytery Loans, it being agreed that WPPC shall not negotiate the terms of such sale in a way so as to circumvent the provisions in this paragraph, WPPC shall reimburse Purchaser in an amount equal to the sum of (1) WPPC Expenses, (2) to the extent such termination under this Section 9.4 occurred after LPC Approval had been obtained, Development Expenses, (3) DOB Expenses, and (4) Tenant Expenses, in each case paid by Purchaser and not theretofore reimbursed. Any amount due to Purchaser hereunder shall constitute a lien on the Premises. In no event shall the failure of WPPC to obtain the Congregational and Board/AC Approval or the Presbytery Approval constitute a Default hereunder or entitle either party to damages unless WPPC shall fail to use commercially reasonable good faith efforts to obtain the Congregational and Board/AC Approval or the Presbytery Approval or Purchaser shall fail to cooperate in connection therewith, as applicable, in which case the provisions of Section 18.1 or Section 18.2 shall apply, as applicable.

9.5 LPC Approval. In the event LPC Approval is not obtained by the date which is forty-eight (48) months after the date of this Agreement, then at any time thereafter until LPC Approval is obtained, either Party may terminate this Agreement, whereupon the full amount of the Deposit (less any then outstanding WPPC Expenses, subject to the WPPC Expense Cap, which shall first be paid to WPPC out of the Deposit) shall be refunded to Purchaser and thereafter, when WPPC has funds available to do so, it shall refund the DOB Expenses to Purchaser, and as of such termination neither Party shall have any rights or obligations, except those rights or obligations that expressly survive termination of this Agreement. This Section 9.5 shall survive the termination of this Agreement.

ARTICLE TENTH

CONDITION OF THE PURCHASER PREMISES; REPRESENTATIONS

10.1 PURCHASER HEREBY ACKNOWLEDGES THAT, EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT AND THE OTHER INSTRUMENTS TO BE DELIVERED BY WPPC AT CLOSING, NEITHER WPPC NOR ANY OTHER WPPC RELATED PARTY, NOR ANY OTHER PERSON ACTING ON BEHALF OF WPPC, NOR ANY PERSON OR ENTITY WHICH PREPARED OR PROVIDED ANY OF THE MATERIALS REVIEWED BY PURCHASER IN CONDUCTING ITS DUE DILIGENCE, NOR ANY SUCCESSOR OR ASSIGN OF ANY OF THE FOREGOING PARTIES, HAS MADE OR SHALL BE DEEMED TO HAVE MADE ANY ORAL OR WRITTEN REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESSED OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE (INCLUDING WITHOUT LIMITATION WARRANTIES OF HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE), WITH RESPECT TO THE PURCHASER PREMISES, THE PERMITTED USE OF THE PURCHASER PREMISES OR THE ZONING AND OTHER

IN WITNESS WHEREOF, WPPC and Purchaser have caused this Agreement to be executed the day and year first above written.

SELLER:

West-Park Presbyterian Church of New York City, a New York religious corporations law corporation

By: West Park Administrative Commission, its governing body

By: Roger W. Leaf
Name: Roger W. Leaf
Title: Chair, West Park Administrative Commission

PURCHASER:

ALCHEMY WEST 86TH STREET LLC, a Delaware limited liability company

By: _____
Name: Kenneth S. Horn
Title: Manager

[Signature pages continue on the following page.]

The undersigned Developer hereby executes this Agreement, agreeing to be bound by the terms and conditions applicable to Developer, and to be jointly and severally liable with Purchaser for any default by Purchaser hereunder.

DEVELOPER:

165 WEST 86th STREET DEVELOPER LLC

By: _____
Name: Kenneth S. Horn
Title: Manager

ESCROW AGENT:

WITH RESPECT TO SECTION 2.5 AND ANY OTHER PROVISIONS REGARDING DISPOSITION OF THE DEPOSIT AND TERMS OF ESCROW AGREED BY:

First American Title Insurance Company, as Escrow Agent

By: Aneta Skotnicka
Name: Aneta Skotnicka
Title: Underwriting Counsel

Address:
666 Third Avenue, 5th Floor
New York, NY 10017
Attention: Aneta Skotnicka, Esq. and Steve Farber
Email: askotnicka@firstam.com and
sfarber@firstam.com

SCHEDULE A

Legal Description of the Land

ALL THAT CERTAIN PLOT, PIECE OR PARCEL OF LAND, LYING AND BEING IN THE TWELFTH WARD OF THE CITY OF NEW YORK, BOUNDED AND DESCRIBED AS FOLLOWS TO WIT:

BEGINNING AT THE CORNER FORMED BY THE INTERSECTION OF THE NORTHERLY LINE OF EIGHTY SIXTH STREET, WITH THE EASTERLY LINE OF THE TENTH AVENUE AND RUNNING THENCE EASTERLY ALONG EIGHTY SIXTH STREET ONE HUNDRED AND TWENTY FIVE FEET (125 FT.);

THENCE NORTHERLY PARALLEL WITH THE TENTH AVENUE ONE HUNDRED FEET, EIGHT AND ONE HALF INCHES (100 FT, 8 ½ IN.) TO THE CENTER LINE OF THE BLOCK BETWEEN EIGHTY SIXTH AND EIGHTY SEVENTH STREETS;

THENCE WESTERLY ALONG SAID CENTER LINE TWENTY FIVE FEET (25 FT.);

THENCE SOUTHERLY PARALLEL WITH THE TENTH AVENUE FIFTEEN FEET EIGHT AND ONE HALF INCHES (15 FT. 8 ½ IN.);

THENCE AGAIN WESTERLY AND PARALLEL WITH EIGHTY SIXTH STREET TEN FEET (10 FT.);

THENCE AGAIN SOUTHERLY AND PARALLEL WITH TENTH AVENUE TEN FEET (10 FT.);

THENCE AGAIN WESTERLY PARALLEL WITH EIGHTY SIXTH STREET NINETY FEET (90 FT.) TO THE TENTH AVENUE; AND

THENCE SOUTHERLY ALONG THE TENTH AVENUE SEVENTY FIVE FEET (75 FT.) TO THE CORNER OF TENTH AVENUE AND EIGHTY SIXTH STREET, AT THE POINT OR PLACE OF BEGINNING.

SCHEDULE A

Legal Description of the Land

Exhibit O

Appraisal, Appraisers & Planners – April 4, 2022

ECONOMIC ANALYSIS REPORT
of
West-Park Presbyterian Church
165 West 86th Street
Block 1217, Lot 1
New York, New York

SUBMITTED TO

Hon. Sarah Carroll, MFA
Chair – Landmarks Preservation Commission
1 Centre Street
New York, New York 10007

APPRAISERS
AND PLANNERS INC

APPRAISERS AND PLANNERS INC
9 EAST 40TH STREET NEW YORK, NY 10016
(212) 683-1122 FAX (212) 213-6120
www.appraisersandplanners.com

JAMES L. LEVY, MAI, MRICS, ASA
SHARON LOCATELL, MAI, CRE, MRICS
ADAM L. WALD, MAI
KERRY MARINACCIO, MAI

EDWARD LEVY, ASA (1907-2004)
RUTH A. AGNESE, MAI, MRICS (1962-2013)

April 4, 2022

Hon. Sarah Carroll, MFA
Chair – Landmarks Preservation Commission
1 Centre Street
New York, New York 10007

Re: Economic Analysis Report
West-Park Presbyterian Church
165 West 86th Street
New York, New York
Block 1217, Lot 1

Dear Chairperson Carroll:

In accordance with your request, we have prepared an Economic Analysis Report ("Report") of the above-captioned property, henceforth referred to as the "subject property." The Report has been prepared to assist ownership of the subject property, West-Park Presbyterian Church, ("Applicant"), in connection with its hardship application to the City of New York Landmarks Preservation Commission ("LPC") in accordance with the Landmarks Law of the City of New York to seek demolition of the existing improvements.

The subject property is located along the northeasterly corner of West 86th Street and Amsterdam Avenue in Manhattan's Upper West Side, City, County and State of New York. The property occupies an irregular parcel measuring approximately 10,157 square feet. The property is mapped within a zoning district designated as R10A, a General Residence District. The majority of the site is also mapped within a C1-5 commercial overlay and a (EC-2) Special Enhanced Commercial District-2.

The property is currently improved with a one- and part-three-story over partial cellar church building. We have been requested to provide this Economic Analysis Report to aid ownership in its application to LPC.

Overview of the Economic Analyses

The core components of the Economic Analyses required for the Hardship Application is to determine whether the improvements, following renovation and lease-up can produce a Reasonable Return, which is defined as 6% over the assessed value of the property. The specific requirements of the determination of Reasonable Return are set forth in depth in the body of this report.

In order to investigate whether a Reasonable Return can be achieved for the subject the following steps were taken:

- Estimate a market rent for the subject property, as renovated and restored
- Estimate stabilized operating expenses for the subject property, as renovated and restored, exclusive of repairs and maintenance costs. These annual costs are equal to the depreciated improvement costs of 2% of the renovation costs, per LPC Statute.
    - Real Estate Taxes are not included as a stabilized operating expense and are built into the loaded capitalization rate
- Determine stabilized Net Operating Income for the property, as renovated and restored
- Capitalize stabilized Net Operating Income into value using a loaded capitalization rate.
- Determine if the Calculated Return achieves a 6% return above the Actual Assessment of $3,463,650.

Scenarios Studied – Base Scenario, Infill Scenario and Multi-Family Scenario

The Report contains an analysis of three (3) development scenarios in an effort to compare the feasibility of each scenario given current market conditions, development costs and required rates of return for this type of investment. The development scenarios are as follows:

a) **Community Facility and Commercial Use Scenario ("Base Scenario")** in which the deficiencies of the existing structure are cured and renovated for community facility use with a Net Usable Area of 18,353 square feet in a gross building area of 24,688 square feet.

b) **Infill Community Facility and Commercial Use Scenario ("Infill Scenario")** in which interior square footage is maximized through a 3,647± square foot infill of the auditorium, in order to create total gross building area of nearly 28,335± square feet and a net usable area of 22,014± square feet.

c) **Residential Multi-Family Conversion Scenario ("Multi-Family Scenario")** in which the interior square footage is maximized through infill construction and converted for residential use. Both structural and interior work is required to create a total of 20 apartments ranging from studios to three-bedroom units with a total residential rentable area of 20,613 square feet.

Conclusion: Under all three (3) scenarios a positive return is unable to be achieved.

Summary of Conclusions:

The Base Scenario, the Infill Scenario and the Multi-Family scenario each produce negative net operating income, illustrating that a Reasonable Return, as defined, **is unable to be achieved** at the subject property, given the income achievable at the site and the amortized costs to cure the structural deficiencies of the property. A summary of the conclusions is presented below:

INCOME APPROACH SUMMARY			
Scenario	Base	Infill	Multi-Family
Net Operating Income - Subtotal	$786,932	$944,904	$1,221,808
Less: Depreciated Costs	($1,095,129)	($1,142,114)	($1,271,114)
Net Operating Income	**($308,197)**	**($197,210)**	**($49,306)**

Summary of Depreciated Cost Calculations

Depreciated Development Cost Calculation				
Scenario		Base	Infill	Multi-Family
Value of Subj Building Exclusive of Land (full market value)		$3,147,000	$3,147,000	$3,147,000
Projected Renovation Cost (full cost)		$51,609,453	$53,958,710	$60,408,701
Total		$54,756,453	$57,105,710	$63,555,701
Annual Depreciation @	2.0%	$1,095,129	$1,142,114	$1,271,114

Hypothetical Condition

The valuation analyses contained within this report are further subject to a Hypothetical Condition, which is defined in the Dictionary of Real Estate Appraisal 6th Edition as follows: A hypothetical condition is "A condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis." We have hypothetically assumed for purposes of analysis that under all scenarios that the property is renovated and cured of functional and structural deficiencies as of the analysis date. Within this hypothetical condition is the assumption that the work is completed in a timely manner, to market standards and within the budgets furnished to us in preparation of this report.

Please do not hesitate to call upon us if you have additional questions or concerns.

Respectfully submitted,

Sharon Y. Locatell, MAI, CRE, MRICS
State of New York Certified General Appraiser
I.D. #46000007350

Adam L. Wald, MAI
State of New York Certified General Appraiser
I.D. # 46000050707

Photograph of Subject Property – December 2021

Economic Analysis Report
West-Park Presbyterian Church
165 West 86th Street
New York, New York
Block 1217, Lot 1

TABLE OF CONTENTS

TRANSMITTAL LETTER 2
Overview of the Economic Analyses 2
Summary of Conclusions 2
COMPONENTS OF THE ECONOMIC ANALYSES 5
A. Summary of the Reasonable Return Computations 5
B. Description of the Subject Property 7
Discussion of Alternative Uses 16
Costs to Cure – Leeding Builders Group (LBG) 18
C. Subject Location and Surrounding Upper West Side Area 22
D. Zoning and Code Analysis 27
E. Real Estate Assessed Valuation and Tax Data 30
F. Development Costs Assumptions – All Three (3) Scenarios 32
G. Projected Income and Expense Estimates 32
Base and Infill Scenarios 33
Multi-Family Scenario 36
H. Reasonable Return Analysis 39
ADDENDA 40
Base Scenario and Infill Scenario Rental Overview 41
Manhattan Rental Apartment Market Overview 47
Submarket Analysis – Upper West Side 49
Comparable Rentals 51
Conclusion of Market Rents 52
LBG Hard Cost Summaries 55
UNDERLYING ASSUMPTIONS AND CONTINGENT CONDITIONS 59
CERTIFICATION 61
STATEMENT OF QUALIFICATIONS 62

COMPONENTS OF THE ECONOMIC ANALYSES

A. Summary of the Reasonable Return Computations and Guiding Statutes

In computing the reasonable return analysis we are guided by Section 25-302 and 25-309 of the Rules of the City of New York, which governs the process by which an applicant may seek a certificate of appropriateness authorizing demolition, alternations or reconstruction of a landmark on ground of insufficient return. The statute calls for an analysis of the investment potential of the subject property in which a reasonable return can be achieved. The relevant components of the statute are presented as follows:

Section 25-302 (v.) "Reasonable return."

(1) A net annual return of six per centum of the valuation of an improvement parcel

(2) Such valuation shall be the current assessed valuation established by the city, which is in effect at the time of the filing of the request for a certificate of appropriateness; provided that:

> (a) The commission may make a determination that the valuation of the improvement parcel is an amount different from such assessed valuation where there has been a reduction in the assessed valuation for the year next preceding the effective date of the current assessed valuation in effect at the time of the filing of such request; and
>
> (b) The commission may make a determination that the value of the improvement parcel is an amount different from the assessed valuation where there has been a bona fide sale of such parcel within the period between March fifteenth, nineteen hundred fifty-eight, and the time of the filing of such request, as the result of a transaction at arm's length, on normal financing terms, at a readily ascertainable price, and unaffected by special circumstances such as, but not limited to, a forced sale, exchange of property, package deal, wash sale or sale to a cooperative. In determining whether a sale was on normal financing terms, the commission shall give due consideration to the following factors:
>
> > (1) The ratio of the cash payment received by the seller to (a) the sales price of the improvement parcel and (b) the annual gross income from such parcel;
> >
> > (2) The total amount of the outstanding mortgages which are liens against the improvement parcel (including purchase money mortgages) as compared with the assessed valuation of such parcel;
> >
> > (3) The ratio of the sales price to the annual gross income of the improvement parcel, with consideration given, where the improvement is subject to residential rent control, to the total amount of rent adjustments previously granted, exclusive of rent adjustments because of changes in dwelling space, services, furniture, furnishings, or equipment, major capital improvements, or substantial rehabilitation;
> >
> > (4) The presence of deferred amortization in purchase money mortgages, or the assignment of such mortgages at a discount;

(5) Any other facts and circumstances surrounding such sale which, in the judgment of the commission, may have a bearing upon the question of financing.

(3) For the purposes of this subdivision v:

(a) Net annual return shall be the amount by which the earned income yielded by the improvement parcel during a test year exceeds the operating expenses of such parcel during such year, excluding mortgage interest and amortization, and excluding allowances for obsolescence and reserves, but including an allowance for depreciation of two per centum of the assessed value of the improvement, exclusive of the land, or the amount shown for depreciation of the improvement in the latest required federal income tax return, whichever is lower; provided, however, that no allowance for depreciation of the improvement shall be included where the improvement has been fully depreciated for federal income tax purposes or on the books of the owner; and

(b) Test year shall be (1) the most recent full calendar year, or (2) the owner's most recent fiscal year, or (3) any twelve consecutive months ending not more than ninety days prior to the filing (a) of the request for a certificate, or (b) of an application for a renewal of tax benefits pursuant to the provisions of section 25-309 of this chapter, as the case may be."[1]

We have incorporated the relevant statue in determining the reasonable return of the subject property. We have made an estimate of the potential rent for the subject property, as renovated and cured of its internal, structural and exterior deficiencies, deducted the amortized costs to cure the current conditions as an expense, and have capitalized the net operating income into value using a loaded capitalization rate, which includes the base capitalization rate plus an equalized or effective tax rate. The net return was equalized to a return on assessment to compare to the 6% return on assessed value. The current assessment is employed in this analysis as there has not been a bona fide sale of the property between 1958 and the time of the request, and there has not been a reduction in the assessed valuation for the year next preceding the effective date of the current assessed valuation at the filing of such request. This analysis was performed for the Base Scenario, Infill Scenario and Multi-Family Scenario.

In developing this analysis we are guided, in part, by the LPC's Denial of Notice to Proceed in the Stahl York matter. In this Denial Notice, LPC sets forth analyses that would have been deemed acceptable in establishing the Reasonable Return threshold. We have relied on LPC guidance with respect to treatment of several inputs in our analysis, namely depreciation, acceptance of certain soft costs, treatment of real estate taxes after renovation and inclusion of an effective tax rate analysis.

[1] Rules of the City of New York – Retrieved February 1, 2022 at:
https://codelibrary.amlegal.com/codes/newyorkcity/latest/NYCadmin/0-0-0-45963

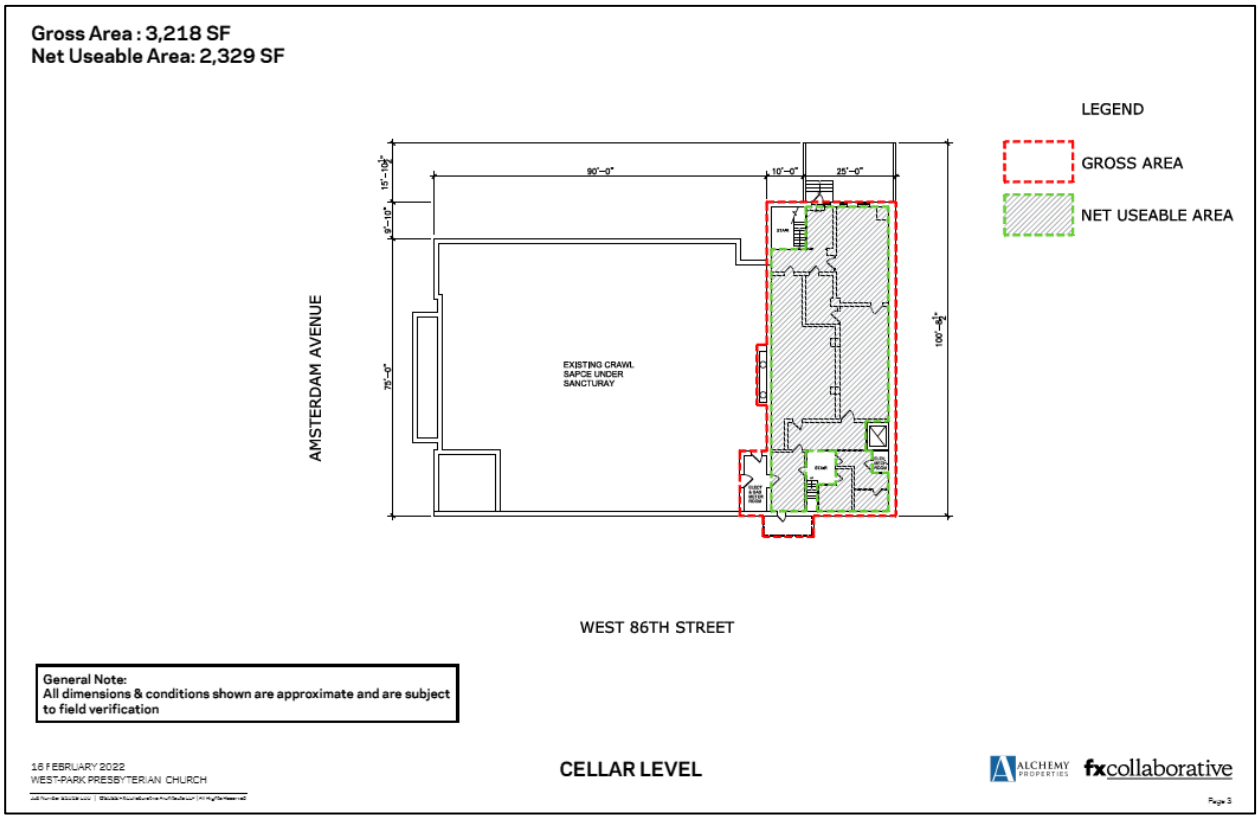
B. Description of Subject Property

The subject property is identified on the City of New York Assessor's Map as Block 1217, Lot 1. The subject property is situated along the northwesterly corner of West 86th Street and Amsterdam Avenue in the Upper West Side neighborhood of the Borough of Manhattan, City, County and State of New York. The subject site is a nearly-rectangular parcel measuring approximately 10,157 square feet. It is situated within the confines of a zoning district designated as R10A, a General Residence District, and is mapped with a C1-5 commercial overlay and EC-2 (EC-2) Special Enhanced Commercial District-2. The subject zoning district permits an assortment of residential uses up to 12.0 Floor Area Ratio (FAR), community facility uses up to 10.0 FAR and commercial uses up to a 2.0 FAR.

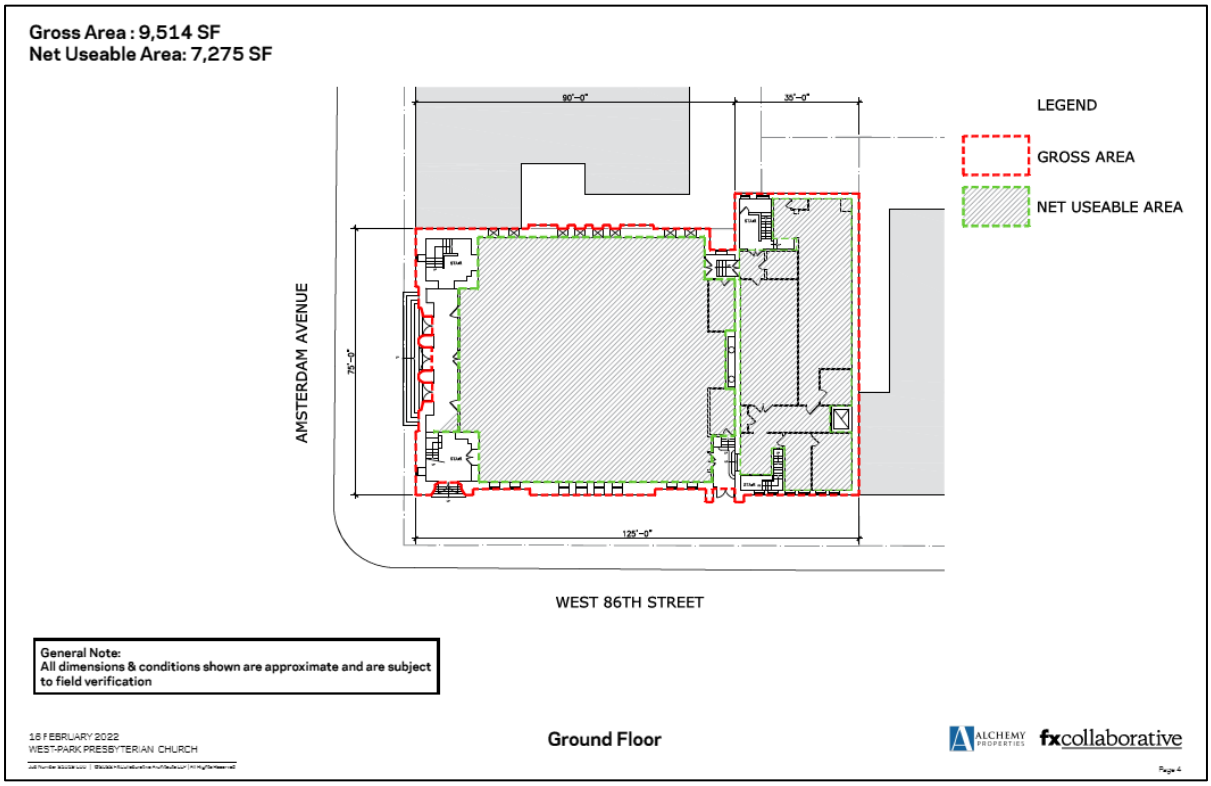
The existing improvements are spread over four (4) floors, inclusive of a prominent tower located in the southwesterly most portion of the site. Floor plans provided by the Client are presented below:

Applicable Floor Plans – Base and Infill Scenarios

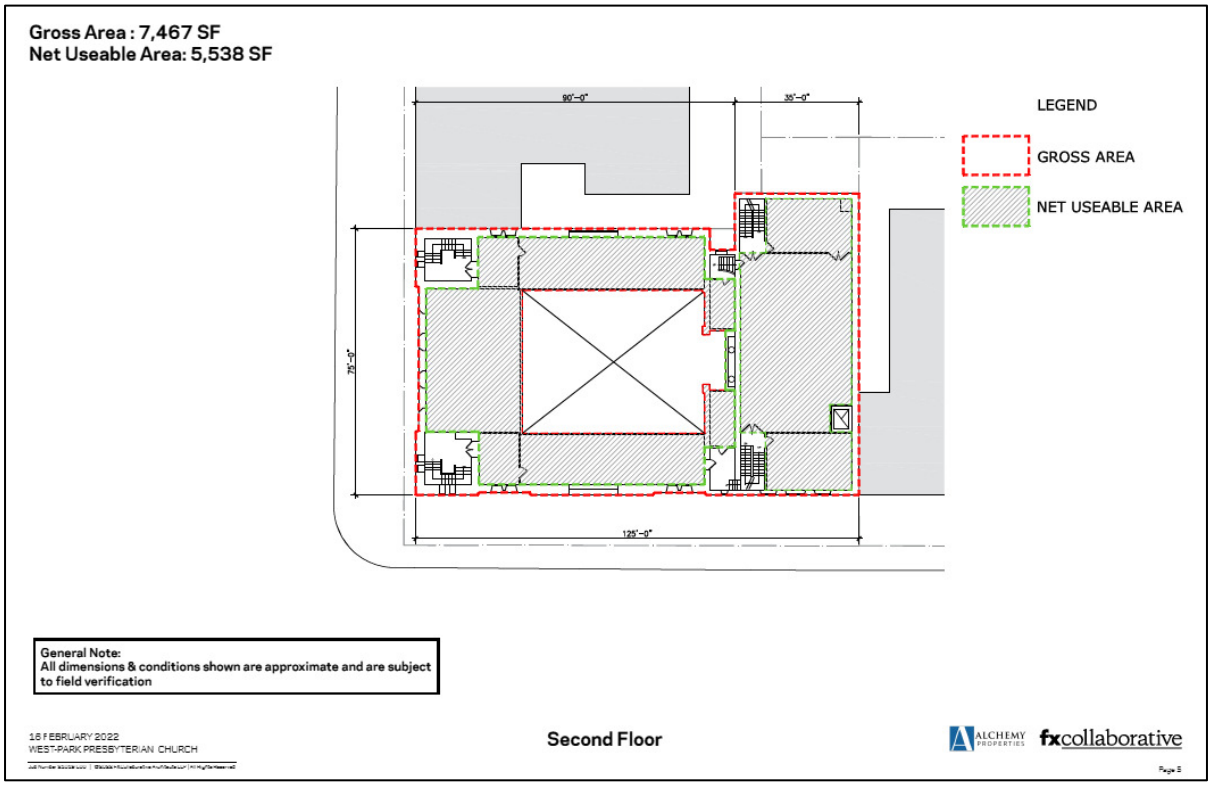
Cellar Level



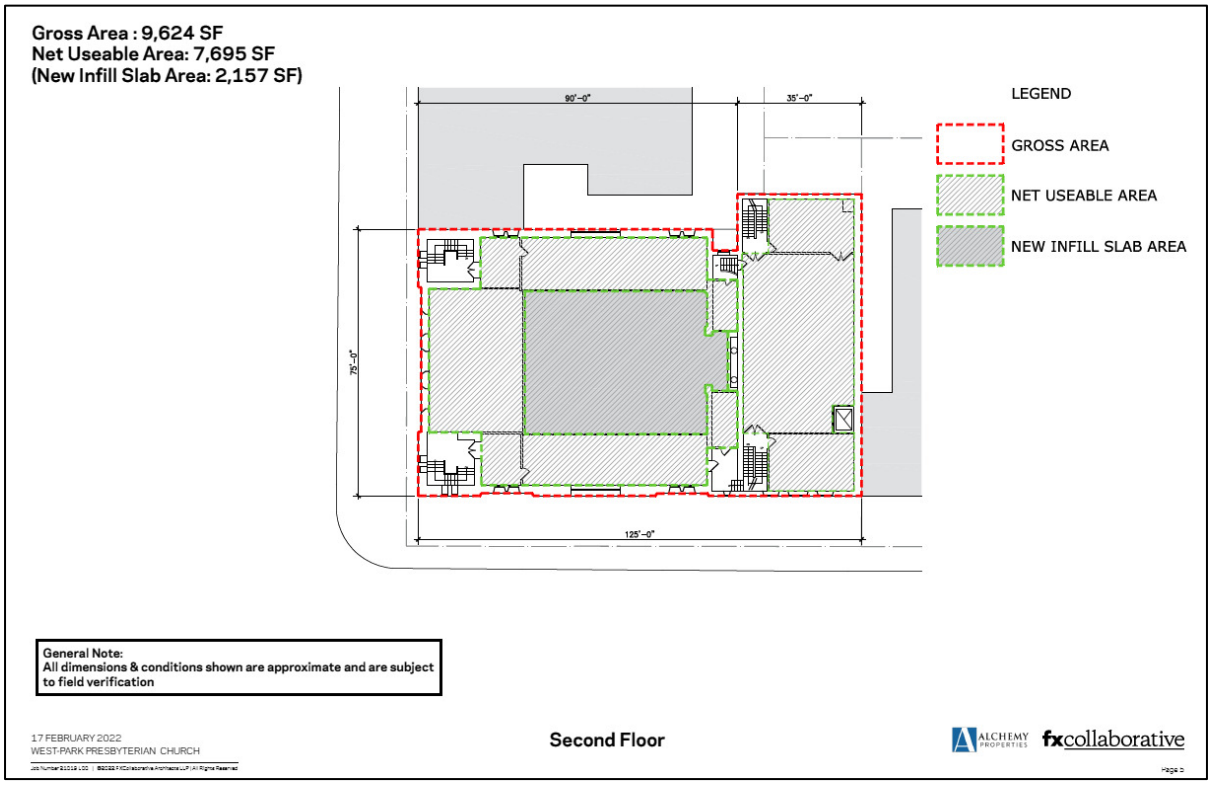
Ground Floor



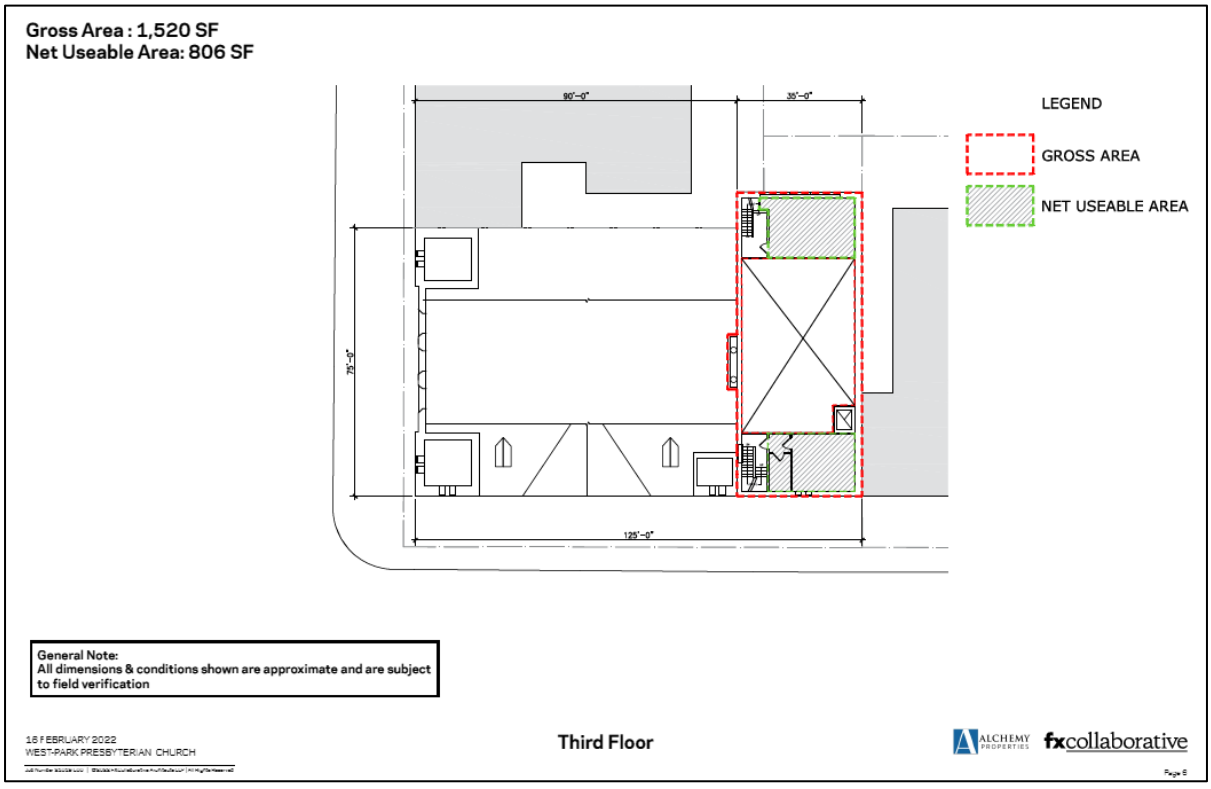
Second Floor Plan



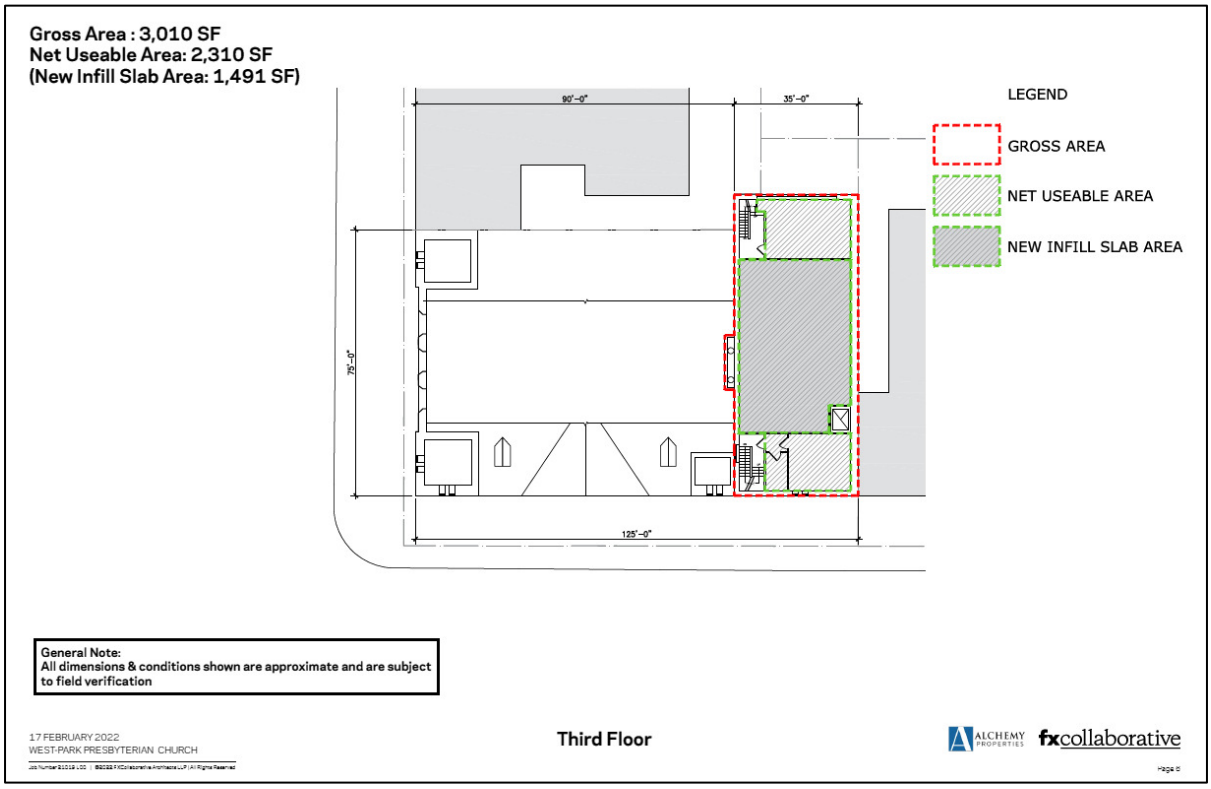
Second Floor Infill Plan



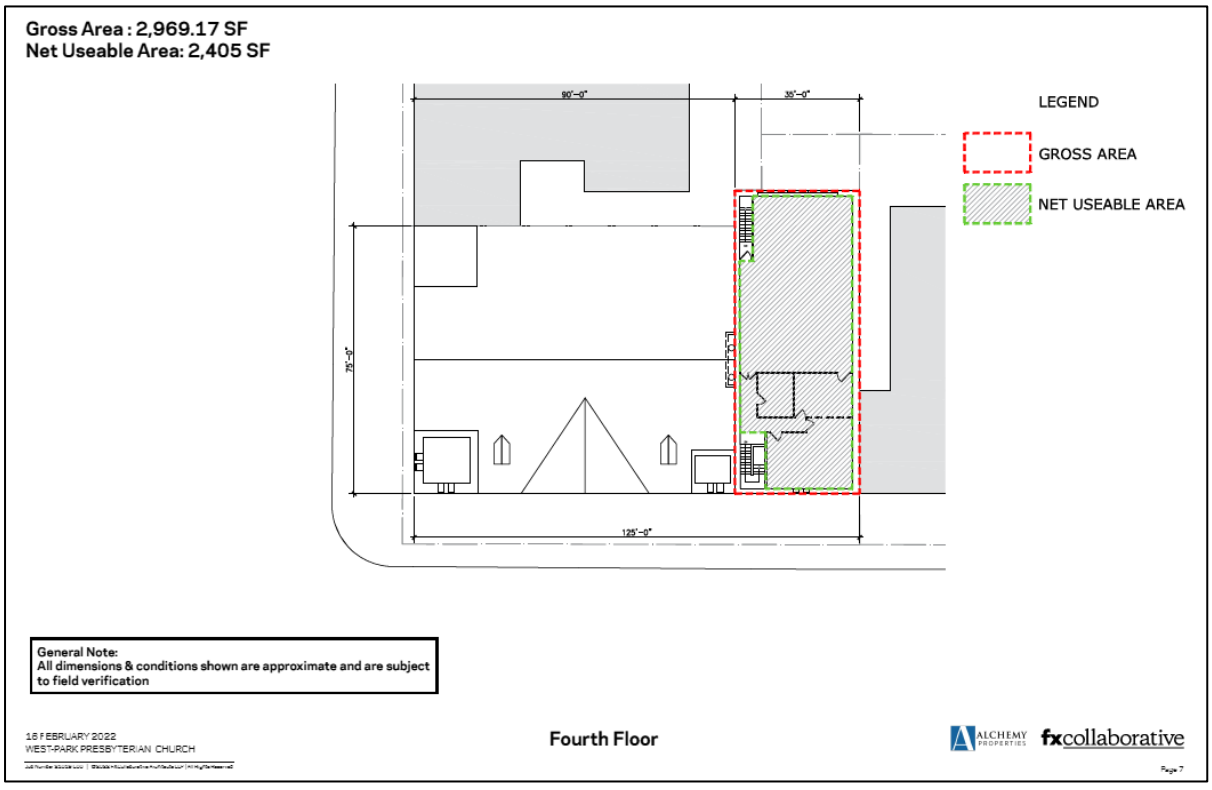
Third Floor Plan



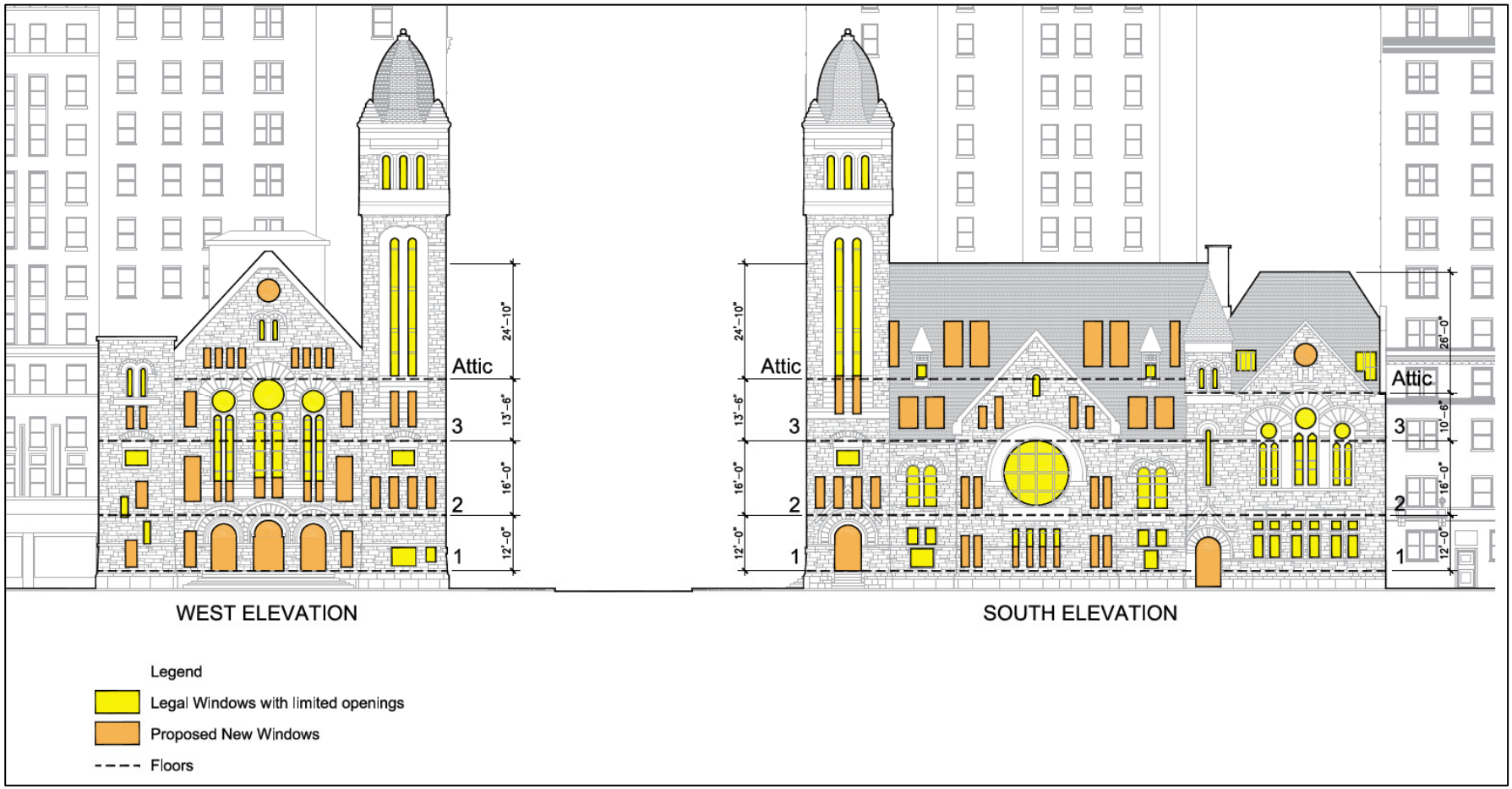
Third Floor Infill Plan



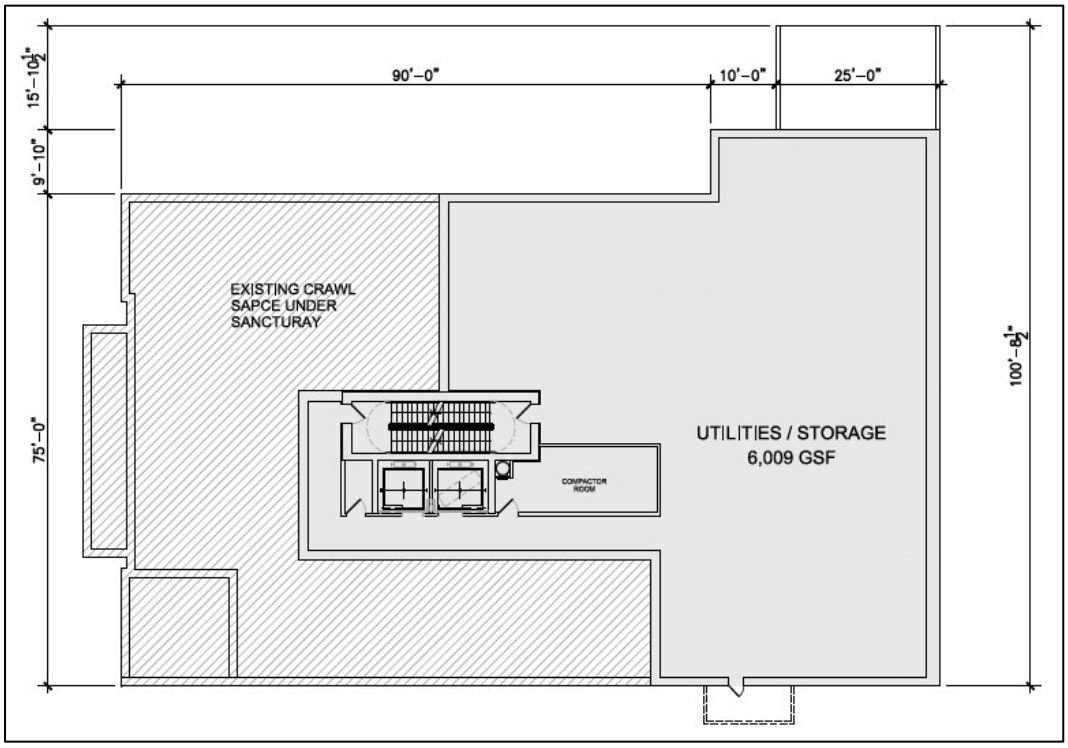
Fourth Floor Plan



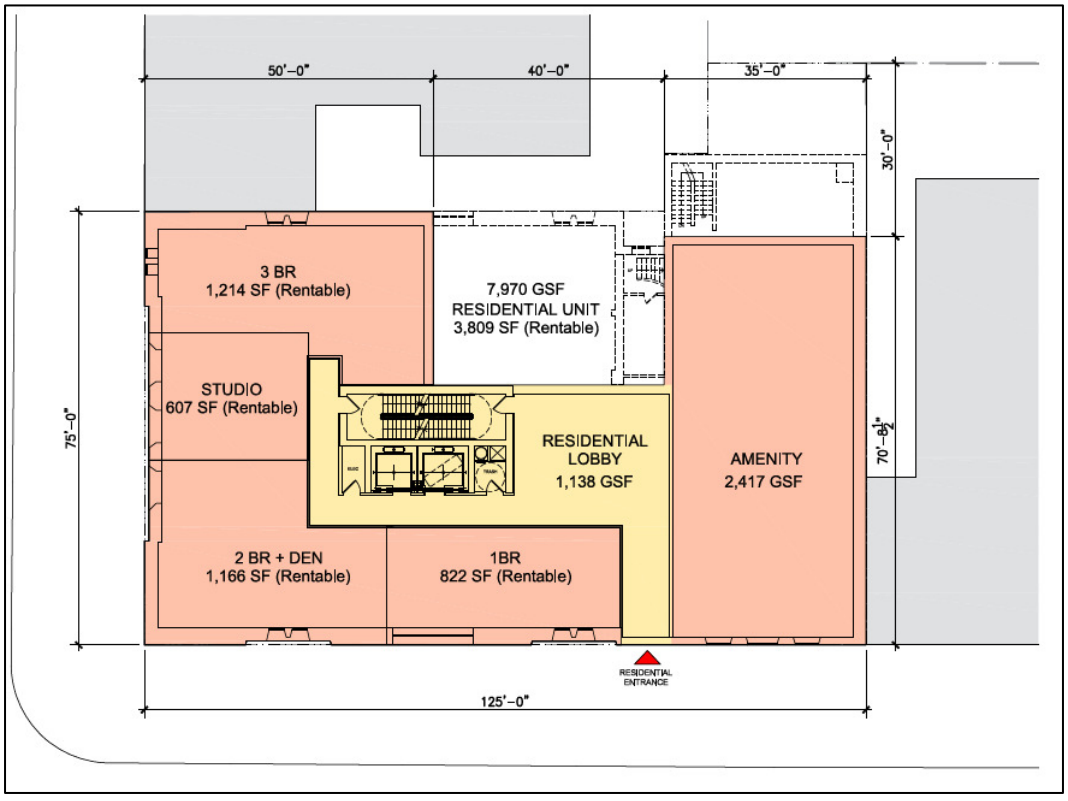
Renderings of Required Fenestration Additions for Multi-Family Scenario



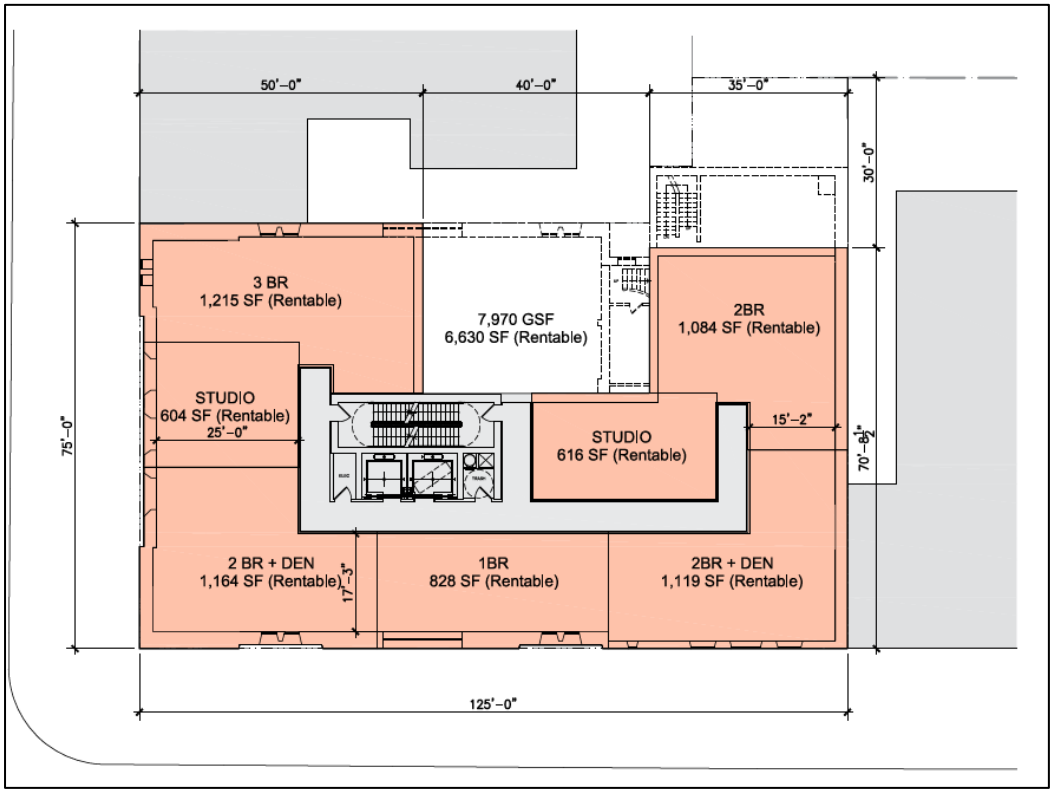
Floor Plans – Multi-Family Scenario



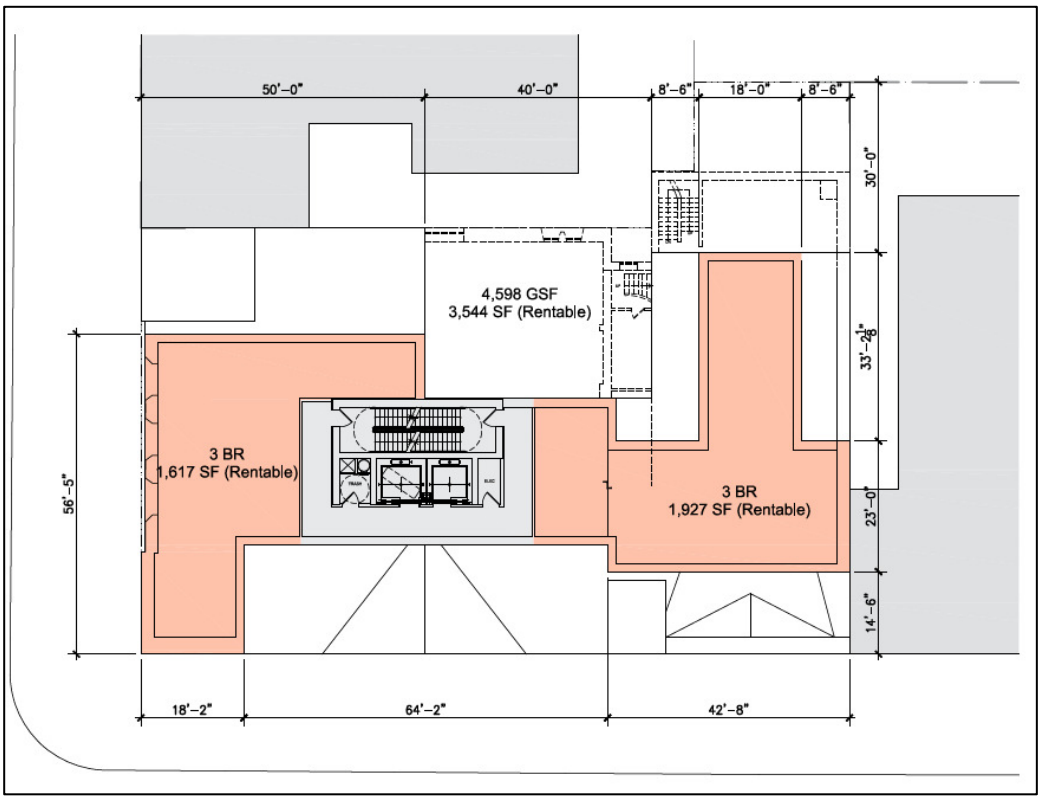
Cellar



Ground Floor



Second and Third Floors



Attic Floor

Rentable and Gross Building Areas

Based on measured areas provided by the architecture firm of FXCollaborative Architects LLP, gross building area is approximately 24,688 square feet, inclusive of basement areas for the Base scenario with a rentable area of 18,353 square feet. For the Infill Scenario, Gross Building Area is 28,335 square feet with a rentable area of 22,014 square feet.

For the Multi-Family scenario, total Gross Building Area is 34,517 square feet across all floors and the net rentable residential area is 20,613 square feet. A summary of the residential rentable areas is presented below:

Unit #	Floor	Bedrooms	Square Footage	Location/ Orientation
1	Ground	3	1,214	Overlooking Amsterdam Ave.
2	Ground	Studio	607	Overlooking Amsterdam Ave.
3	Ground	2+Den	1,166	Corner
4	Ground	1	822	Facing West 86th Street
5	Second Floor	3	1,215	Overlooking Amsterdam Ave.
6	Second Floor	Studio	604	Overlooking Amsterdam Ave.
7	Second Floor	2+Den	1,164	Corner
8	Second Floor	1	828	Facing West 86th Street
9	Second Floor	2+Den	1,119	Facing West 86th Street
10	Second Floor	2	1,084	Facing inner court
11	Second Floor	Studio	616	Facing inner court
12	Third Floor	3	1,215	Overlooking Amsterdam Ave.
13	Third Floor	Studio	604	Overlooking Amsterdam Ave.
14	Third Floor	2+Den	1,164	Corner
15	Third Floor	1	828	Facing West 86th Street
16	Third Floor	2+Den	1,119	Facing West 86th Street
17	Third Floor	2	1,084	Facing inner court
18	Third Floor	Studio	616	Facing inner court
19	Attic	3	1,617	Overlooking Amsterdam Ave.
20	Attic	3	1,927	Facing inner court and West 86th
	Total Rentable		**20,613**	

Base Scenario Construction Assumptions

The Base Scenario assumes a full restoration of the deteriorating façade, a curing of the structural damage, inclusive of exterior walls and roofing, and a renovation of the interior that allows for a repurposing of the property. The full scope of the construction work cures the deficiencies identified by the consultants reports prepared by FacadeMD, Severud and CCI, all of which are incorporated by reference into this Economic Analysis report.

Total Construction Costs: $51,609,453

Infill Scenario Construction Assumptions

The Infill Scenario contemplates all the corrective work identified in the LBG construction cost budget, and includes an infill of approximately 3,648 square feet through a creation of additional floors within the footprint of the auditorium on the second and third floors of the building. While we have not been provided a structural assessment to determine whether this scope of work is physically possible, we have assumed that this work can be undertaken at the minimum base cost indicated by LBG of $350 per square foot, before contingencies and insurance.

Total Construction Costs: $53,958,710

Multi-Family Scenario Construction Assumptions

The Multi-Family Scenario contemplates the aforementioned corrective work identified in the LBG construction cost budget and also includes infill to create 20 apartments, lobby and amenity space. LBG has estimated a blanket cost of $250 per square foot in interior finish costs associated with the apartment development.

Total Construction Costs: $60,408,701

Discussion of Alternative Uses

Given the lack of windows and general transparency into the structure at the street level, certain alternative uses would not be appropriate for the subject property. Although retail uses are permitted, the subject property does not lay out efficiently. There are few large retail tenants in the market and properties the size of the subject property would require several smaller spaces. The minimal points of entry limits a multi-tenant retail option.

Residential uses are also permitted at the subject property, but the configuration of the building would not be appropriate for residential uses unless a substantial portion of the building's rear was removed in order to create sufficient legal light and air. This removal would disrupt the individual landmark, and would also put at risk the structural integrity of the façade and structure. However, even considering all these constraints, this report incorporates a multi-family scenario incorporating the addition of legal windows and rear courts in order to test the economic feasibility of this effort.

The most likely use of the property, upon renovation, is a use that can be occupied by a single tenant that can make use of the existing spaces and layout, such as a church or educational use. Comparable data utilized concerns a mix of church uses, museum uses, nightclub uses and an educational use within a larger religious building.

Our interior physical inspection of the property revealed that the interior spaces appeared to be in poor to fair condition. Engineering and code reports provided by FacadeMD, Code Consultants, Inc. ("CCI") and Severud Associates Consulting Engineers P.C. ("Severud") more specifically described the dilapidated conditions of the building's main structural components including the façade, exterior walls and roof. These reports are included as an addenda to this submission. Some of the key observations from each of the professional reports is summarized as follows:

> **Façade MD:** This report dated December 2, 2021 detailed damage to the exterior of the property that largely concerned cracked and spalling facade, mortar cracks and general façade deterioration. FacadeMD noted detached stones, compromised windows, and cracked column stones on the West Tower, North Tower and East Tower. FacadeMD provided a lengthy array of photographs documenting the unsafe conditions of the façade. In its conclusion, FacadeMD stated, "Many of the conditions noted on the façade throughout our observations are unsafe. We advise the owner to assemble an appropriate professional team to direct a contractor to remove loose or unsafe materials from the façade, stabilize the remaining masonry and other façade elements, obtain necessary work permits from NYC DOB and other regulatory parties and perform repairs to make the façade safe." In a follow-up to the December 2, 2021 report, FaçadeMD presented a 17-page report dated December 13, 2021 that detailed items that required repair on the sanctuary façade, roof and windows.
>
> **Severud:** This report dated November 16, 2021 detailed extensive interior and structural conditions observed at the property. Severud presented 10 findings and recommendations relating to the structural condition of the property. Some of the findings include the following:

Finding 1) "A section of facade adjacent to 86th street, centered on the sanctuary space, was observed to be separated from the roof by up to 4". Water can flow freely through this gap into the church space within. In addition, wood joists supporting the sanctuary ceiling were also observed to be detached from this section of the wall…This condition is concerning because the wall is not adequately braced against wind loads and the roof and sanctuary ceilings are not adequately supported." In the recommendation, Severud noted, "This condition is a public safety hazard."

Finding 3) "Various through-cracks, areas of missing or deteriorated mortar, or signs of trapped moisture were observed at the exterior brick bearing walls at the north and east faces of the building. Signs of trapped moisture were observed from the inside face of the wall at the mezzanine of the sanctuary, namely brown discolored finishes and bubbled or cracked plaster. At the rectory, two vertical cracks in the brick, approximately ten (10) feet long each and up to1/8" wide, were observed near the central window opening… It is estimated that such deterioration affects approximately 5 to 10 per cent of the overall surface area of the north and east walls." The recommendations noted, "Since the brick exterior walls also support the structural frame of the building, the noted deficiencies in the brick are a structural concern. Interior finishes should be removed to identify all such locations"

Finding 4) Various cracks and water discoloration on finishes were observed at the sanctuary ceiling or walls near or at the underside of existing wood trusses. These cracks occur at various locations along the span of the trusses, but they are particularly concentrated at the truss bearing ends. … The cracks indicate excessive deformation of the wood truss and/or excessive lateral movement or settlement in the brick bearing walls at the truss bearing points. These findings constitute a structural issue, since the trusses support a vast majority of the roof and sanctuary ceiling."

CCI: CCI prepared two reports to inform the Client with respect to the property's building code compliance, as well as its accessibility. The fire protection and life safety existing conditions survey noted that, "Based on CCI's visual survey, the existing West Park Presbyterian Church (WPPC) building is in significant disrepair and would require significant and intensive upgrades to comply with any of the currently adopted and enforced New York City Construction Codes." CCI noted that upgrades are required for fire protection systems and egress, and with any renovations, enlargements or change in use and occupancy will require compliance with the applicable codes.

CCI's accessibility survey noted several elements where the building lacked accessibility, such as the lack of accessibility at all public entrances, toilet rooms, sanctuary and others. In its conclusion, CCI states, "The existing West Park Presbyterian church is inaccessible, as any person using a wheeled mobility device cannot enter or move through the building or utilize the facility with full and equal enjoyment. Any new or altered element must be designed and constructed to be compliant with the 2010 ADA Standards (if applicable based on the planned use) and NYC Building Code accessibility requirements. If the building use changes, the ADA Path of Travel obligations must be met due to the alteration of a primary function of the facility up to 20% of the cost of the alteration work. Items not new or altered should be evaluated as items for barrier removal or documented for future barrier removal, should the use change. Per NYCBC where the value of the alteration

exceeds 50 percent of the value of the existing building, or if the alteration project includes a change in the dominant occupancy use of the building, then the entire building must comply with the accessibility requirements for new construction, including but not limited to providing accessible entrances, an accessible route to all levels of the building, accessible toilet and bathing rooms, and an accessible assembly space.

Costs to Cure – Leeding Builders Group (LBG)

Leeding Builders Group (LBG) prepared a draft report and cost estimate to address the issues and cure the deficiencies identified in the reports provided by the three (3) aforementioned consultants. Total hard costs to cure the deficiencies are $32,036,915, of which $17,994,055 is related to Façade Restoration and Repair. Inclusive of General Conditions, Contingencies and Insurance, total costs are $49,774,153, as summarized on the following page. We note that these costs exclude typical soft costs and financing costs.

The LBG costs also exclude any costs to provide infill development. LBG notes in their cost estimate that the hard costs to do such work is between $300 and $350 per square foot for new floor area added for office or retail "White Box."

For the Multi-Family Scenario, total hard costs to cure deficiencies are $38,716,081, of which $17,994,055 is related to Façade Restoration and Repair. Inclusive of General Conditions, Contingencies and Insurance, total costs are $60,408,701, as summarized on the following pages. We note that these costs exclude typical soft costs and financing costs.

Base and Infill Scenario

2/18/2022

LBG

Preliminary Budget - Summary
West Park Presbyterian Church - 165 West 86th Street

TRADE DESCRIPTION	A Code Interior Scope	B Code - Church Specific	C Emergency Repair	D Façade Restoration	E Work for Struct Repairs	E=A+B+C+D COST	F=E/Area $ / GSF
						GSF =	24,688
02 40 00 - Demo	$675,000	$25,000	$0	$0	$750,000	$1,450,000	$ 58.73
02 40 10 - Abatement	$390,000	$0	$0	$0	$0	$390,000	$ 15.80
03 30 00 - Cast In Place Concrete	$180,000	$0	$0	$0	$0	$180,000	$ 7.29
04 20 00 - Masonry	$125,000	$0	$0	$0	$500,000	$625,000	$ 25.32
04 30 00 - Façade Restoration and Repair	$18,500	$0	$24,600	$17,994,055	$0	$18,037,155	$ 730.60
05 10 00 - Structural Steel	$980,000	$0	$0	$0	$250,000	$1,230,000	$ 49.82
05 20 00 - Misc Metal	$145,000	$170,500	$0	$0	$0	$315,500	$ 12.78
06 05 00 - Structural Repair (Wood Framing / Trusses)	$0	$0	$0	$0	$175,000	$175,000	$ 7.09
06 10 00 - Drywall / Miscellaneous Carpentry / Millwork & Trim	$1,986,680	$50,000	$0	$0	$750,000	$2,786,680	$ 112.88
06 40 00 - Architectural Millwork	$0	$350,000	$0	$0	$0	$350,000	$ 14.18
07 20 00 - Fireproofing	$100,000	$0	$0	$0	$0	$100,000	$ 4.05
07 40 00 - Roofing / Waterproofing	$0	$0	$0	$0	$0	$0	$ -
08 10 00 - Doors, Frames & Hardware (furnish only)	$30,600	$303,000	$0	$0	$0	$333,600	$ 13.51
08 50 00 - New Windows, Louvers, Replacement Windows	$350,000	$0	$0	$0	$0	$350,000	$ 14.18
08 80 00 - Interior Glazing & Shower Doors	$0	$0	$0	$0	$0	$0	$ -
09 30 00 - Ceramic and Stone	$64,000	$0	$0	$0	$0	$64,000	$ 2.59
09 60 00 - Wood Flooring & Carpet	$0	$360,125	$0	$0	$0	$360,125	$ 14.59
09 90 00 - Painting	$0	$250,000	$0	$0	$0	$250,000	$ 10.13
10 14 00 - Signage	$25,000	$0	$0	$0	$0	$25,000	$ 1.01
10 80 00 - Specialties	$25,000	$0	$0	$0	$0	$25,000	$ 1.01
11 95 00 - Winter Heat, Summer Concrete, and Climate Control	$0	$0	$0	$0	$0	$0	$ -
14 20 00 - Elevators	$300,000	$0	$0	$0	$0	$300,000	$ 12.15
14 85 00 - Scaffolding and Protection	$311,750	$0	$0	$0	$350,000	$661,750	$ 26.80
21 00 00 - Fire Protection System	$572,504	$0	$0	$0	$0	$572,504	$ 23.19
22 00 00 - Plumbing	$525,000	$0	$0	$0	$0	$525,000	$ 21.27
23 00 00 - HVAC Piping & Ductwork	$1,290,000	$0	$0	$0	$0	$1,290,000	$ 52.25
26 00 00 - Electrical & Low Voltage	$859,537	$0	$0	$0	$0	$859,537	$ 34.82
26 50 00 - Lighting Fixtures	$74,064	$0	$0	$0	$0	$74,064	$ 3.00
31 00 00 - Excavation / Foundation	$318,000	$0	$0	$0	$59,000	$377,000	$ 15.27
32 30 00 - Site work	$0	$0	$0	$0	$0	$0	$ -
32 40 00 - Landscaping	$0	$0	$0	$0	$0	$0	$ -
01 35 04 - Site Security (Allowance)	$330,000	$0	$0	$0	$0	$330,000	$ 13.37
01 35 28 - Site Safety (Excluded)	$0	$0	$0	$0	$0	$0	$ -
FFE - EXCLUDED	$0	$0	$0	$0	$0	$0	$ -
	$9,675,635	$1,508,625	$24,600	$17,994,055	$2,834,000	$ 32,036,915	$ 1,297.67
					General Conditions Costs 13%	$ 4,164,799	
					Subtotal	$ 36,201,714	
					Design Contingency 10%	$ 3,203,692	
					Construction Contingency 10%	$ 3,203,692	
					Subtotal	$ 42,609,097	
					CCIP 9.00%	$ 3,834,819	
					Subtotal	$ 46,443,916	
					Insurance (Professional/Auto/Offsite/ Pollution) 2.50%	$ 1,065,227	
					Subtotal	$ 47,509,143	
					Construction Services Fee 4.00%	$ 1,704,364	
					Subtotal	$ 49,213,507	
					SDI Program ($32,036,915) 1.75%	$ 560,646	
					Total	$ 49,774,153	$ 2,016.13

Note: The above excludes infill costs in the base budget; we have applied additional $350 per square foot in hard costs in the Infill Scenario, per LBG's direction. Due to its hazardous condition and the extraordinary costs required to cure the conditions of the property, the Applicant now seeks to demolish the improvements and convey the property for redevelopment. In recent months, the Applicant has been required to undertake a series of emergency repairs.

Multi-Family Scenario

3/23/2022

LBG

Preliminary Budget - Summary
West Park Presbyterian Church - 165 West 86th Street

TRADE DESCRIPTION	CCIP	SDI	A Residential Conversion	B Not Used	C Emergency Repair	D Façade Restoration	E Work for Struct Repairs	E=A+B+C+D COST	F=E/Area $ / GSF
								GSF =	34,517
02 40 00 - Demo	Y	Y	$3,861,360	$0	$0	$0	$0	$3,861,360	$ 111.87
02 40 10 - Abatement	Y	Y	$790,000	$0	$0	$0	$0	$790,000	$ 22.89
03 30 00 - Cast In Place Concrete	Y	Y	$50,000	$0	$0	$0	$0	$50,000	$ 1.45
04 20 00 - Masonry	Y	Y	$510,903	$0	$0	$0	$150,000	$660,903	$ 19.15
04 30 00 - Façade Restoration and Repair	Y	Y	$358,500	$0	$24,600	$17,994,055	$0	$18,377,155	$ 532.41
05 10 00 - Structural Steel	Y	Y	$525,000	$0	$0	$0	$0	$525,000	$ 15.21
05 20 00 - Misc Metal	Y	Y	$217,663	$0	$0	$0	$0	$217,663	$ 6.31
06 05 00 - Structural Repair (Wood Framing / Trusses)	Y	Y	$0	$0	$0	$0	$175,000	$175,000	$ 5.07
06 10 00 - Drywall / Miscellaneous Carpentry / Millwork & Trim	Y	Y	$100,000	$0	$0	$0	$0	$100,000	$ 2.90
06 40 00 - Architectural Millwork	Y	Y	$0	$0	$0	$0	$0	$0	$ -
07 20 00 - Fireproofing	Y	Y	$0	$0	$0	$0	$0	$0	$ -
07 40 00 - Roofing / Waterproofing	Y	Y	$1,500,000	$0	$0	$0	$0	$1,500,000	$ 43.46
08 10 00 - Doors, Frames & Hardware (furnish only)	Y	Y	$8,000	$0	$0	$0	$0	$8,000	$ 0.23
08 50 00 - New Windows, Louvers, Replacement Windows	Y	Y	$445,000	$0	$0	$0	$0	$445,000	$ 12.89
08 80 00 - Interior Glazing & Shower Doors	Y	Y	$0	$0	$0	$0	$0	$0	$ -
09 30 00 - Ceramic and Stone	Y	Y	$0	$0	$0	$0	$0	$0	$ -
09 60 00 - Wood Flooring & Carpet	Y	Y	$0	$0	$0	$0	$0	$0	$ -
09 90 00 - Painting	Y	Y	$250,000	$0	$0	$0	$0	$250,000	$ 7.24
10 14 00 - Signage	Y	Y	$25,000	$0	$0	$0	$0	$25,000	$ 0.72
10 80 00 - Specialties	Y	Y	$25,000	$0	$0	$0	$0	$25,000	$ 0.72
11 95 00 - Winter Heat, Summer Concrete, and Climate Control	Y	Y	$50,000	$0	$0	$0	$0	$50,000	$ 1.45
14 20 00 - Elevators	Y	Y	$600,000	$0	$0	$0	$0	$600,000	$ 17.38
14 85 00 - Scaffolding and Protection	Y	Y	$311,750	$0	$0	$0	$350,000	$661,750	$ 19.17
21 00 00 - Fire Protection System	Y	Y	$651,136	$0	$0	$0	$0	$651,136	$ 18.86
22 00 00 - Plumbing	Y	Y	$525,000	$0	$0	$0	$0	$525,000	$ 15.21
23 00 00 - HVAC Piping & Ductwork	Y	Y	$1,290,000	$0	$0	$0	$0	$1,290,000	$ 37.37
26 00 00 - Electrical & Low Voltage	Y	Y	$952,913	$0	$0	$0	$0	$952,913	$ 27.61
26 50 00 - Lighting Fixtures	Y	Y	$103,551	$0	$0	$0	$0	$103,551	$ 3.00
31 00 00 - Excavation / Foundation	Y	Y	$318,000	$0	$0	$0	$59,000	$377,000	$ 10.92
32 30 00 - Site work	Y	Y	$135,000	$0	$0	$0	$0	$135,000	$ 3.91
32 40 00 - Landscaping	Y	Y	$0	$0	$0	$0	$0	$0	$ -
01 35 04 - Site Security (Allowance)	Y	Y	$330,000	$0	$0	$0	$0	$330,000	$ 9.56
01 35 28 - Site Safety (Excluded)	Y	Y	$0	$0	$0	$0	$0	$0	$ -
50 00 00 - Residential Fit Out Allowance	Y	Y	$ 6,029,650	$ -	$ -	$ -	$ -	$6,029,650	$ 175
FFE - EXCLUDED			$0	$0	$0	$0	$0	$0	$ -
			$19,963,426	**$0**	**$24,600**	**$17,994,055**	**$734,000**	**$ 38,716,081**	**$ 1,121.65**
						General Conditions Costs	13%	$ 5,033,091	
							Subtotal	$ 43,749,171	
						Design Contingency	10%	$ 3,871,608	
						Construction Contingency	10%	$ 3,871,608	
							Subtotal	$ 51,492,388	
						CCIP	9.50%	$ 4,891,777	
							Subtotal	$ 56,384,164	
						Insurance (Professional/Auto/Offsite/ Pollution)	2.50%	$ 1,287,310	
							Subtotal	$ 57,671,474	
						Construction Services Fee	4.00%	$ 2,059,696	
							Subtotal	$ 59,731,170	
						SDI Program ($38,716,081)	1.75%	$ 677,531	
							Total	**$ 60,408,701**	**$ 1,750.11**

Summary:

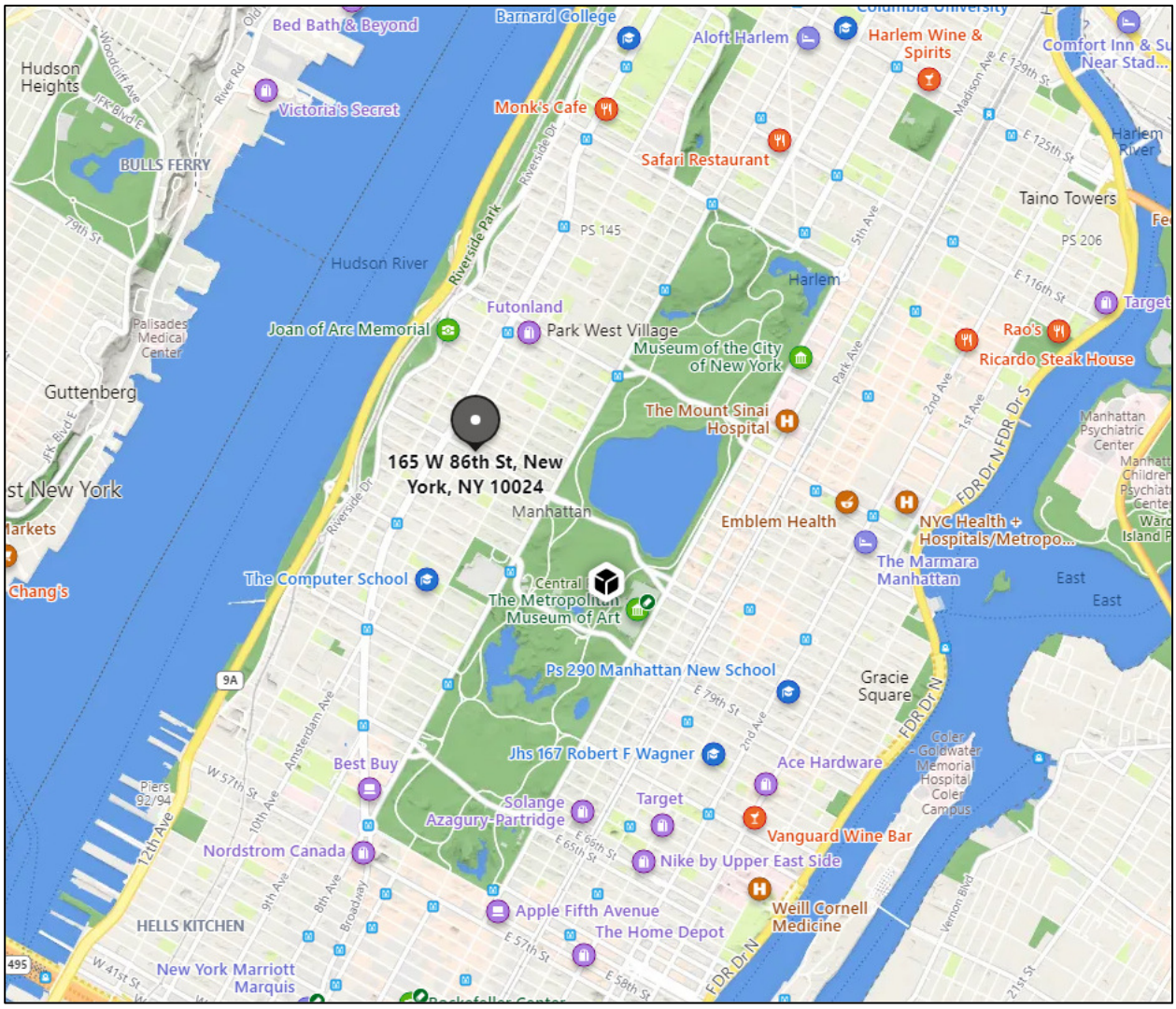
Certain construction categories differ from the Base and Infill scenarios. Primarily, in place of costs to comply with the existing code for a non-residential LBG has substituted the costs to convert the use to residential use. A comparison of the three scenarios is presented on the following page.

CONSTRUCTION COSTS AND SCENARIO COMPARISON				
Calculation of Construction Components		**Base Scenario**	**Infill Scenario**	**Multi-Family Scenario**
Chapel Façade, Roof and Windows		$3,782,585	$3,782,585	$3,782,585
Sanctuary Façade, Windows and Roof		$8,926,111	$8,926,111	$8,926,111
Tower Façade & Windows		$2,557,800	$2,557,800	$2,557,800
General Conditions		$2,727,559	$2,727,559	$2,727,559
Total Hard Costs and Conditions		**$17,994,055**	**$17,994,055**	**$17,994,055**
LBG Proposal				
Code Interior Scope		$9,675,635	$9,675,635	n/a
Residential Conversion		n/a	n/a	$19,963,426
Infill Community Facility Space @ $350	3,647	n/a	$1,276,450	n/a
Code - Church Specific		$1,508,625	$1,508,625	n/a
Emergency Repair		$24,600	$24,600	$24,600
Façade Restoration		$17,994,055	$17,994,055	$17,994,055
Work for Struct Repairs		$2,834,000	$2,834,000	$734,000
Subtotal - Full Scope		**$32,036,915**	**$33,313,365**	**$38,716,081**
Full Scope		$32,036,915	$33,313,365	$38,716,081
General Conditions Cost @	13.0%	$4,164,799	$4,330,737	$5,033,091
Subtotal		$36,201,714	$37,644,102	$43,749,172
Design Contingency	10.0%	$3,203,692	$3,331,337	$3,871,608
Construction Contingency	10.0%	$3,203,692	$3,331,337	$3,871,608
Subtotal		$42,609,097	$44,306,775	$51,492,388
CCIP	9.0%	$3,834,819	$3,987,610	$4,634,315
Subtotal		$46,443,916	$48,294,385	$56,126,703
Insurance (professional/auto/offsite/pollution)	2.5%	$1,065,227	$1,107,669	$1,287,310
Subtotal		$47,509,143	$49,402,055	$57,414,012
Construction Services Fee*	4.0%	$1,704,364	$1,772,271	$2,317,157
Subtotal		$49,213,507	$51,174,326	$59,731,170
SDI Program	1.75%	$560,646	$582,984	$677,531
Total		**$49,774,153**	**$51,757,310**	**$60,408,701**
Interior Program Fitout @		$100	$100	Included
Total Fitout		$1,835,300	$2,201,400	Allow
Total Renovation Costs		**$51,609,453**	**$53,958,710**	**$60,408,701**
Annual Amortized Cost @	**2%**	**$1,032,189**	**$1,079,174**	**$1,208,174**

**4% for Base and Infill Scenario, 4.5% for Multi-family Scenario*

C. Subject Location and Surrounding Upper West Side Area

The subject property is located along the northeasterly corner of West 86th Street and Amsterdam Avenue within the Upper West Side neighborhood of Manhattan, New York. A map illustrating the subject's location is presented below:



General Area

The neighborhood of Upper West Side is one of Manhattan's most desirable residential communities characterized by relatively quiet streets and the two parks, Central Park and Riverside Park, which form its easterly and westerly borders respectively. The neighborhood is well served by a variety of public transport options and many of its residents are employed by and commute to more commercial areas in Midtown and Lower Manhattan. Central Park West, West End Avenue, and Riverside Drive are considered the best residential addresses for individual apartments, and the side streets between Central Park West and Columbus Avenue are considered as the best addresses for single-family homes within this area. Upper West Side is dominated by a high concentration of elegant and expensive apartments and private homes.

Population and Households

Trends for the population and households in the 10024 Zip Code and for the borough of Manhattan are summarized as follows:

Population Statistics

Area	Census 2010 Population	Projected 2021 Population	% Change From 2010	Projected 2026 Population	% Change From 2021
Manhattan	1,585,873	1,633,977	3.0%	1,654,548	1.3%
10024 zip code	58,802	59,001	0.3%	58,965	-0.1%

Source: ESRI

Household Statistics

Area	2010 Census	Projected 2021 Households	% Change From 2010	Projected 2026 Households	% Change From 2021
Manhattan	763,846	794,969	4.1%	807,556	1.6%
10024 zip code	30,545	30,455	-0.3%	30,422	-0.1%

Source: ESRI

Statistics indicate that during a period between 2010 and 2021, local area experienced a population increase of only 0.3%, while the borough's population increased by 3.0%. During the same timeframe, the number of households located in the local area decreased by 0.3%, compared to the 4.1% increase reported for the borough. Projections for the next five years estimate a 1.3% increase for Manhattan population while the local area's population is expected to continue to remain flat to slightly decreasing, predicted to decline by 0.1%. Projections for household formation indicate a similar trend for both the local area and the borough with anticipated decrease of 0.1% and an increase of 1.6%, respectively.

Income

Another important measure of an area's economic health is its income characteristics. A household consists of all the people occupying a single housing unit. While individual members of a household purchase goods and services, these purchases actually reflect household needs and decisions and levels of disposable income. Thus, the household (and subsequently, income) is one of the critical units to be considered when reviewing market data and forming conclusions about the demographic impact on any real property. The following charts details the median household income and per capita income for both the larger Manhattan market and the subject's local market:

Median Household Income

Area	Projected 2021 Income	Projected 2026 Income	% Change From 2021
Manhattan	$93,975	$108,295	15.2%
10024 zip code	$147,332	$178,777	21.3%

Source: ESRI

Per Capita Income

Area	Projected 2021 Income	Projected 2026 Income	% Change From 2021
Manhattan	$74,715	$85,488	14.4%
10024 zip code	$111,741	$127,319	13.9%

Source: ESRI

Between 2021 and 2026 Median Household income for Manhattan and the Local Area is projected to increase by 15.2% and 21.3%, respectively. Per capita income is projected to increase by 14.4% in Manhattan and by 13.9% in the local area. The income levels in the subject area have been and are projected to remain significantly above the income levels within Manhattan.

Nearby and Adjacent Land Uses

The subject neighborhood is predominantly improved with two types of older multiple dwellings. The north-south avenues are lined with large, elevator apartment buildings, many built in the 1920s, a few built during the first decade of this century and a number that were constructed during the last thirty to forty years. The side streets contain four and five-story brownstones, which were originally built to house one or two families. A large number of these were subsequently converted into small rental apartment buildings.

Recreation and Cultural Facilities

The main recreational areas for Upper West Side residents are Central Park, which borders the neighborhood to the east, and Riverside Park which borders the neighborhood to the west. The parks provide a variety of facilities, including modern and traditional playgrounds, baseball diamonds, swimming pools, tennis courts, ice skating rinks, bicycle and bridle paths and opportunities for boating. The Upper West Side is known for its institutions such as the Lincoln Center, the American Museum of Natural History, New York Historical Society and the Children's Museum. Houses of worship for most major religions and denominations along with such major religious and social institutions as the Ethical Culture Society and the West Side Branch of the YMCA play a significant role in the community.

The area is well served by public, parochial and private schools at all levels. The High School of Music and Art, The Julliard School, Fordham University and Columbia are all located on the Upper West Side.

Public Transportation

Public transportation in the area is excellent and heavily used. The Eighth Avenue B and C subway lines run beneath Central Park West with local stops at 86th and 96th Streets. The 1, 2 and 3 subway lines run along Broadway with an express stop at West 96th Street. There is north and south bus service on Broadway, Amsterdam Avenue, Columbus Avenue, Riverside Drive, and Central Park West. Crosstown buses operate on 66th, 72nd, 79th, 86th and 96th Streets. The subject's location has good vehicular excess via Broadway and is convenient to the West Side Highway (9A) which is locally accessed at West 79th and West 96th Streets.

Housing Stock and Residential Development

In the vicinity of the subject property, the neighborhood is improved with mostly older, pre-war apartment buildings. Side streets feature a mix of pre-war apartment buildings, single-family and rental townhouse structures, and a few newer, post-war high-rise apartment buildings. New development in the subject neighborhood is ongoing. Primarily comprised of residential development, various new developments have recently been completed with numerous others currently under construction or planned.

Presented on the following page is a listing of various new developments that have recently been completed, under construction and planned.

Building Name	Address	# of Units	Delivered	Description	Sponsor/Developer
200 Amsterdam	200 Amsterdam Avenue @ East 70th Street	112	2021	Luxury high-rise project measuring 52 stories and 668 feet	SJP Properties, Mitsui Fudosan America
The Marlow	150 West 82nd Street	27	2021	10-story project; conversion of pre-war rental building.	GreenOak
Charlotte	470 Columbus Avenue	7	2021	8-story and penthouse boutique development	Roe Corporation
The Belnord	225 West 86th Street	213	Ongoing	Conversion and redevelopment of 12-story prewar full-block building	Westbrook
555 WEA	555 West End Avenue @	13	2020	Conversion and expansion of pre-war building.	Cary Tamarki
West End & Eighty Seven	269 West 87th Street	39	2019	New development on a ground lease; project sellout has struggled and sponsors took a $38m inventory loan in Dec 2020.	Simon Baron
The Westly	251 West 91st Street @ Broadway	52	2022	New 20-story development on the corner of Broadway. Project utilizes a large cantilever over the abutting property. Recently rebranded from the Era.	Adam America
212W93	212 West 93rd Street	20	2021	New 14-story condominium between Broadway and Amsterdam Aves.	Landsea
2505 Broadway	2505 Broadway at West 93rd Street	44	2022	New 19-story luxury condominium development with grade retail space.	Adam America
Dahlia	212 West 95th Street	38	2020	New, 24-story condominium along West 95th Street between Broadway and Amsterdam	United Management and Certes
378 WEA	378 West End Avenue at West 78th Street	18	2020	Luxury new condominium development and repurpose of existing building with large units	Alchemy
250 West 81st Street	West 81st Street at Broad	21	2019	Luxury new condominium development with large units	Alchemy

Education

The Upper West Side is home to many public and private schools. Fordham University and Columbia University dominate the list of notable institutions of secondary education. The educational facilities of Lincoln Center include the Juilliard School of Music, the School of American Ballet, and the Fiorello LaGuardia School of Music and Arts. Distinguished private schools include Trinity School and Columbia Grammar and Prep School. Additionally, the area has many public and parochial schools with very good reputations.

Conclusion

The area of Upper West Side is and is expected to remain, one of New York City's most desirable residential neighborhoods. The subject property benefits from being steps away from Riverside Park, and within walking distance from Central Park, both offering a variety of recreational opportunities. The subject has good access to public transportation and is afforded excellent vehicular access. Various retail and cultural facilities are within relatively easy reach. Demographics of the neighborhood reflect stable population and household numbers, as well as relatively high-income levels of its residents. The subject property is located along West End Avenue which is a desirable residential location.

However, presently there is no way to predict with any degree of certainty to what extent the subject property and/or any other property in the City will be adversely affected in the near, or long term future by the current COVID-19 pandemic. Prior to the COVID-19 pandemic, the underlying fundamentals of the residential market in New York City were stable. Given the Property's location it should remain a viable location for a variety of uses in the long term, but may struggle in the short term as vacancy and concessions rise for most commercial, community facility and retail space types.

D. Zoning and Code Analysis

The subject property is mapped within a zoning district identified as R10A, a General Residence District, and is mapped with a C1-5 commercial overlay and EC-2 (EC-2) Special Enhanced Commercial District-2. According to the City of New York Planning Commission, these Quality Housing contextual districts…

> "…typically produce the substantial apartment buildings set on the avenues and wide streets of Manhattan, such as West End Avenue and Broadway on the Upper West Side. Commercial districts which are R10A residential district equivalent, such as C4-6A districts on Broadway and C2-8A districts on some blocks of East 96th Street, are lined with large apartment houses with street level stores. Towers are not permitted in R10A districts.
>
> Typical new buildings are apartment buildings between 21 and 23 stories with high lot coverage and street walls set at or near the street line. The floor area ratio (FAR) is 10.0. Residential and mixed buildings can receive a residential floor area bonus for the creation or preservation of affordable housing, on-site or off-site, pursuant to the Inclusionary Housing Program. The maximum base height before setback, which is 155 feet within 100 feet of a wide street with a qualifying ground floor and 125 feet on a narrow street, is designed to match the height of many older apartment buildings. Above the base height, the required minimum setback is 10 feet on a wide street and 15 feet on a narrow street. The maximum height of a building is 210 feet within 100 feet of a wide street and 185 feet beyond 100 feet of a wide street. If providing a qualifying ground floor, the maximum height on a wide street is 215 feet.
>
> Higher maximum FAR and heights are available for buildings participating in the Inclusionary Housing Program or that provide certain senior facilities.
>
> Off-street parking is generally required for 40 percent of a building's dwelling units, but requirements are lower for income-restricted housing units (IRHU) and are further modified in certain areas, such as within the Transit Zone and the Manhattan Core, or for lots less than 15,000 square feet. Off-street parking requirements can be waived if 15 or fewer parking spaces are required or if the zoning lot is 10,000 square feet or less."

Use Groups

Use Groups permitted in R10A consist of Residential Use Groups 1 and 2, and Community Facility Use Groups 3 and 4. The property is mapped within a C1-5 Local Retail overlay. In addition to Use Groups 1 through 4, Use Groups 5 and 6 are permitted in C1-5. Use Group 5 addresses applicability

C1-5 Commercial Overlay

The site also has a C1-5, Local Retail District overlay. According to the City of New York Zoning resolution, these districts are designed…

"to provide for local shopping and include a wide range of retail stores and personal service establishments which cater to frequently recurring needs. Since these establishments are required in convenient locations near all residential areas, and since they are relatively unobjectionable to nearby residences, these districts are widely mapped. The district regulations are designed to promote

convenient shopping and the stability of retail development by encouraging continuous retail frontage and by prohibiting local service and manufacturing establishments which tend to break such continuity."

C1 districts accommodate the retail and personal service shops needed in residential neighborhoods. These districts are often mapped as an overlay along major avenues in otherwise residentially zoned neighborhoods. They are widely mapped throughout the city. Typical uses include grocery stores, small dry cleaning establishments, restaurants and barber shops. All cater to the daily needs of the immediate neighborhood. Regulations limit commercial use to one or two floors.

Continuous, clustered retail development is desired in these districts. Local service and repair establishments are not permitted to break the retail commercial continuity. Permitted Use Groups within a C1-5 district include all residential use groups, community facilities and specified retail and commercial uses. Parking is not required within a C1-5 district which is typically mapped in a densely populated area. When mapped in a R10 district, C1-5 districts have commercial density of 2.0 for commercial uses.

EC-2 Enhanced Commercial

The subject property is also mapped in the Special Enhanced Commercial District 2 (EC-2) district, which includes Broadway bounded by 72nd Street and 110th Street on the west side, and 74th Street and 110th Street on the east side. EC-2 was created to maintain, over time, the general multi-store character of Broadway, while promoting a varied and active retail environment. The special district provisions apply ground floor frontage limitations for most new and expanding retail and commercial establishments and residential lobbies, and retail transparency requirements for new buildings. Overall store sizes are not restricted, and stores can be laid out with any configuration, including the basement, second story, wrapping behind, or along corner frontages. Existing commercial spaces with frontages exceeding what is permitted along Broadway in EC-3 are not affected.

The following bulk regulations apply to the subject:

The following bulk regulations apply:

Maximum Floor Area Ratio (FAR):	10.0 (12 FAR available with inclusionary housing bonus)
Maximum Lot Coverage:	
Corner Lot:	100%
Interior/Through Lot:	70%
Base Height (Min/Max)	
Wide Street:	125 feet – 150 feet
Narrow Street:	60 feet – 125 feet
Maximum Building Height:	
Wide Street:	210 feet (235 feet with IH or AIRS)
Narrow Street:	185 feet
Minimum Required Parking:	None required in Core Manhattan

Above the maximum base height, buildings must be set back 15 feet when facing a narrow street and 10 feet when facing a wide street; the subject fronts along two (2) wide streets.

The subject site covers a total plot area of 10,157 square feet. The maximum building area permitted, if the site was vacant and available for development to its Highest and Best Use, is as follows:

Plot Size (SF)		FAR		Maximum Building Area (SF)
10,157	x	10.0	=	101,570

Conclusion:

The subject site contains approximately 10,157 square feet, indicating a basic maximum Zoning Floor Area of 101,570. If developed with Inclusionary Housing bonuses, the total ZFA achievable on the site is 121,884 square feet. Based on the present zoning ordinance, the subject property is legally conforming as to use, but may have non-complying elements with respect to setbacks and rear yards. It is assumed for the multifamily scenario that any non-compliance will be cured.

The CCI analysis of the current improvements indicated the existing improvements lacked compliance for both life safety and ingress/egress. A formal zoning analysis was not provided in connection with this report which address the level of zoning non-conformance or non-compliance with respect to bulk and use. We note that the improvements were constructed long before the enactment of the current zoning code and the improvements are considered to be legal, non-complying.

E. Real Estate Assessed Valuation and Tax Data

The subject property is identified on the New York City tax rolls as Block 1217, Lot 1. According to the New York City tax records, the property is identified as Class IV property. The Property Division of the City of New York Department of Finance assigns both an actual and transitional assessment to real property. Real estate taxes are typically calculated based on the lower of the two assessments. Assessments are theoretically based on 45% of the assessor's fair market value conclusion.

The historical tax rates for Class IV property indicate an average annual change in the tax rate of 0.369% over the past ten years. The current Class IV tax rate is 10.755%, or $10.755 per $100 of assessed value.

The subject's most recent tentative values are as follows:

Assessed Value	**2022/23**
Land Assessment (Tentative, Taxable)	$2,047,500
Building Assessment (Tentative, Taxable)	$1,416,150
Total Assessment (Tentative, Taxable)	$3,463,650

Comparable Assessments

We have researched assessed values of comparable church properties in Manhattan's Upper West Side and Upper East Side. The subject's taxable tentative 2022/23 assessment is $3,463,650 or $216.44 per square, based on the building area the City of New York has for the subject property. We have compared the subject assessment with assessments of similar church properties to determine if the subject's assessment is within market levels. The table below contains the array of comparable assessments.

Address	Block / Lot	Department of Finance Listed Sq. Ft.	2022/23 Tentative Assessments Land Assessment	Building Assessment	Total Assessment	PSF
SUBJECT	1217 / 1	16,003	$2,047,500	$1,416,150	$3,463,650	$216.44
15 West 86th Street	1200 / 23	11,955	$1,030,500	$1,974,795	$1,986,750	$166.19
1 West 96th Street	1832 / 29	33,011	$1,197,000	$1,515,150	$2,712,150	$82.16
351 East 74th Street	1449 / 20	16,975	$1,471,500	$2,180,250	$3,651,750	$215.13
748 Amsterdam Ave	1868 / 29	14,160	$1,260,000	$1,024,200	$2,284,200	$161.31
409 East 79th Street	1559 / 5	70,081	$5,805,000	$5,043,600	$10,848,600	$154.80

Statistic	$/PSF
Minimum	$82.16
Maximum	$215.13
Average	$155.92
Subject	$216.44

The subject's assessment per square foot – according to the DOF – is above the assessments of the comparable church buildings. This further illustrates that it is appropriate to use the subject current assessment to calculate the Reasonable Return analysis.

Exempt Status:
The subject property has long enjoyed a full exemption from real estate taxes. The property continues to be assessed by the City of New York Department of Finance, but has no obligations to pay any real estate taxes.

Use of Assessments in Reasonable Return Calculations:
Although the property is exempt from real estate taxes, the property's assessments are used in two ways in this Economic Analysis Report.

First, the building assessment is a component of the total improvement cost used to calculated annual depreciation. We are guided by RCNY 25-302, which states in the calculation of Reasonable Return that an expense may include, "… an allowance for depreciation of two per centum of the assessed value of the improvement, exclusive of the land…" The Building Assessment of $1,416,150 is translated into full market value by diving the assessment by 45%, and is added to the total renovation costs for each scenario to compute the basis for the depreciation calculation.

Second, in computing the Reasonable Return, the calculation is based on, "…a net annual return of six per centum of the valuation of an improvement parcel…Such valuation shall be the current assessed valuation established by the city, which is in effect at the time of the filing of the request for a certificate of appropriateness…" The Reasonable Return analysis translates the capitalized NOI from market value to assessed value to calculate this Reasonable Return and whether the 6% threshold is achieved under either scenario. It is noted that since neither of the three (3) scenarios produces positive net income, this comparison is unable to be completed.

Effective Tax Rate Computation
The actual taxes are not utilized in the Reasonable Return analysis, and the effective tax rate is added to the base capitalization to establish the loaded capitalization rate.

For the Base and Infill scenarios, Class IV rates are utilized. The effective tax rate is computed as follows: Assessment Ratio x Tax Rate = Effective Tax Rate. In the case of the subject, the assessment ratio for Class IV properties is 45%, the Tax Rate is 10.755% and the effective tax rate is 4.83975%, which we have rounded to 4.84%.

For the Multi-Family scenario, Class II rates are utilized. The effective tax rate is computed as follows: Assessment Ratio x Tax Rate = Effective Tax Rate. In the case of the subject, the assessment ratio for Class IV properties is 45%, the Tax Rate is 12.235% and the effective tax rate is 5.5058%, which we have rounded to 5.506%.

F. Development Costs Assumptions – All Three (3) Scenarios

Below is a summary of the LBG cost estimates. The sole additions applied concern the estimated infill community facility development costs under the Infill Scenario, and an estimate of $100 per square foot for interior program fit out for both scenarios. It is our opinion that this will be required to achieve market rent for the property, and is used as supplement for any free rent or other concessions.

CONSTRUCTION COMPONENTS				
Calculation of Construction Components		**Base Scenario**	**Infill Scenario**	**Multi-Family Scenario**
Chapel Façade, Roof and Windows		$3,782,585	$3,782,585	$3,782,585
Sanctuary Façade, Windows and Roof		$8,926,111	$8,926,111	$8,926,111
Tower Façade & Windows		$2,557,800	$2,557,800	$2,557,800
General Conditions		$2,727,559	$2,727,559	$2,727,559
Total Hard Costs and Conditions		**$17,994,055**	**$17,994,055**	**$17,994,055**
LBG Proposal				
Code Interior Scope		$9,675,635	$9,675,635	
Residential Conversion				$19,963,426
Infill Community Facility Space @ $350	3,647	n/a	$1,276,450	
Code - Church Specific		$1,508,625	$1,508,625	
Emergency Repair		$24,600	$24,600	$24,600
Façade Restoration		$17,994,055	$17,994,055	$17,994,055
Work for Struct Repairs		$2,834,000	$2,834,000	$734,000
Subtotal - Full Scope		**$32,036,915**	**$33,313,365**	**$38,716,081**
Full Scope		$32,036,915	$33,313,365	$38,716,081
General Conditions Cost @	13.0%	$4,164,799	$4,330,737	$5,033,091
Subtotal		$36,201,714	$37,644,102	$43,749,172
Design Contingency	10.0%	$3,203,692	$3,331,337	$3,871,608
Construction Contingency	10.0%	$3,203,692	$3,331,337	$3,871,608
Subtotal		$42,609,097	$44,306,775	$51,492,388
CCIP	9.0%	$3,834,819	$3,987,610	$4,634,315
Subtotal		$46,443,916	$48,294,385	$56,126,703
Insurance (professional/auto/offsite/pollution)	2.5%	$1,065,227	$1,107,669	$1,287,310
Subtotal		$47,509,143	$49,402,055	$57,414,012
Construction Services Fee*	4.0%	$1,704,364	$1,772,271	$2,317,157
Subtotal		$49,213,507	$51,174,326	$59,731,170
SDI Program	1.75%	$560,646	$582,984	$677,531
Total		**$49,774,153**	**$51,757,310**	**$60,408,701**
Interior Program Fitout @		$100	$100	Included
Total Fitout		$1,835,300	$2,201,400	Allow
Total Renovation Costs Nec. Work		**$51,609,453**	**$53,958,710**	**$60,408,701**
Annual Amortized Cost @	2%	$1,032,189	$1,079,174	$1,208,174

*4% for Base and Infill scenario, 4.5% for Multi-family Scenario

G. Income and Expense Estimates:

Base and Infill Scenarios

Stabilized Income Estimates

As discussed in greater detail below, we estimated market rent for all rentable spaces in the subject property under both development options in order to estimate stabilized income upon completion. Based on comparable commercial and community facility data uncovered in the subject market and competing markets, we developed the following estimated market rents, vacancy and collection loss factors and stabilized effective gross income. The community facility and select commercial rental analysis is presented in the Addenda to this report.

Conclusion of Market Rent and Vacancy – Both Scenarios

Potential Space Use	Base Scenario	Infill Scenario
Rentable Building Sq. Ft.	18,353	22,014
Rent PSF	$50.00	$50.00
PGI	$917,650	$1,100,700
Less: Vacancy and Collection Loss @ %	5.0%	5.0%
Less: Vacancy and Collection Loss @ $	($45,883)	($55,035)
Effective Gross Income	**$871,768**	**$1,045,665**

We note that the current tenant occupies the subject property at an annualized rate of approximately $2.00 per square foot.

Stabilized Operating Expense Estimates

Insurance: This expense estimate is for general liability and fire insurance premiums for the subject property. Current insurance premia are $41,000 for Property/Casualty and $12,780 for General Liability, however these insurance premia reflect the unstable condition of the subject property. Typically, smaller commercial structures have expenses in the range of $0.50 to $1.25 per square foot. We estimate an expense towards the midpoint of this range at $1.00 per gross square foot.

Professional Fees: This expense estimate covers annual, recurring professional fees for legal and accounting purposes. We estimate this expense at $5,000 per annum under both scenarios. It is assumed that the property will be a single-tenant asset with a relatively simple professional requirements.

Structural Repairs: It is assumed that under this Net lease that the tenant will be wholly responsible for interior maintenance and repairs. We have assumed that the landlord will be responsible for any structural repairs. We estimate a small expense in this category of $0.50 per square foot given that the valuation assumptions presumes that the property has been renovated cured of interior and exterior deficiencies.

Management and Leasing: Management fees for a small, single-tenant property are generally in the range of 1.0% to 3.0% per annum. We have estimated this expense at 2.0% per annum. We have also provided for a recurring leasing commissions cost. Standard practice in NYC is that on a 10-year deal with no broker overrides, total commissions are roughly equal to 32% of first year rent. With full broker overrides, this increases to 48% of first year rent. We assume the midpoint of this range at 40%

of the first year income, amortized over a 10-year period is 4% of annual rent. Together, the management and leasing commissions are estimated to be 6% of effective gross income.

Depreciation Calculation: Per the guidance of the LPC Statute, the depreciation calculation is 2% of the improvement cost and building assessment. The computation of the inputs is presented below. Note that in presenting the Reasonable Return Analysis, the capitalized Net Operating Income after expenses is translated into an assessed value using the 45% assessment ratio.

Depreciation Calculation			
Scenario		**Base Scenario**	**Infill Scenario**
Value of Subj Building Exclusive of Land (full market value)		$3,147,000	$3,147,000
Projected Renovation Cost (full cost)		$51,609,453	$53,958,710
Total		$54,756,453	$57,105,710
Depreciation @	2.0%	$1,095,129	$1,142,114

Subject Property Expenses – Exclusive of Depreciated Costs and Real Estate Taxes

Potential Space Use		**Base Scenario**	**Infill Scenario**
Expenses			
Insurance PSF @	$1.00	$18,353	$22,014
Professional Fees p/annum @	$5,000	$5,000	$5,000
Utilities		Tenant	Tenant
Payroll	None	$0	$0
Repairs and Maintenance	Tenant	$0	$0
Structural Repairs PSF @	$0.50	$9,177	$11,007
Management and Leasing % EGI @	6.00%	$52,306	$62,740
Expenses BEFORE Amortized Dev Costs and RE Taxes		***$84,836***	***$100,761***

Net Operating Calculation – Before Real Estate Taxes

Potential Space Use		Base Scenario	Infill Scenario
Rentable Building Sq. Ft.		18,353	22,014
Rent PSF		$50.00	$50.00
PGI		$917,650	$1,100,700
Less: Vacancy and Collection Loss @ %		5.0%	5.0%
Less: Vacancy and Collection Loss @ $		($45,883)	($55,035)
Effective Gross Income		**$871,768**	**$1,045,665**
Expenses			
Insurance PSF @	$1.00	$18,353	$22,014
Professional Fees p/annum @	$5,000	$5,000	$5,000
Utilities		Tenant	Tenant
Payroll	None	$0	$0
Repairs and Maintenance	Tenant	$0	$0
Structural Repairs PSF @	$0.50	$9,177	$11,007
Management and Leasing % EGI @	6.00%	$52,306	$62,740
Expenses BEFORE Amortized Dev Costs and RE Taxes		***$84,836***	***$100,761***
NOI BEFORE Amortized Dev Costs and RE Taxes		**$786,932**	**$944,904**
Less: Amortized Development Costs		($1,095,129)	($1,142,114)
Net Operating Income (w/out Real Estate Taxes)		**($308,197)**	**($197,210)**

Conclusion:

The above analysis demonstrates a negative Net Operating Income of -$308,197 and -$197,210 for the Base and Infill scenarios, respectively. This negative figure is achieved before incorporation of real estate taxes as an expense. With negative net incomes it is impossible to test for a reasonable return, as the return is negative.

Multi-Family Scenario

Stabilized Income Estimates

As discussed in greater detail below, we estimated market rent for apartments that can be developed in the subject property in order to estimate stabilized income upon completion. Based on comparable apartment rental data uncovered in the subject Upper West Side market, we developed the following estimated market rents, vacancy and collection loss factors and stabilized effective gross income. The residential market analysis is presented in the Addenda to this report.

Conclusion of Market Rent and Vacancy – Multi-Family Scenario

Summary of Projected Rent Statistics

Statistical Summary of Rent Projections					
Unit Type	**# of Units**	**Min Rent**	**Max Rent**	**Avg Rent**	**Avg Rent PSF**
Studio	5	$3,300	$3,900	$3,580	$70.54
1	3	$4,250	$4,700	$4,517	$65.61
2	2	$6,200	$6,400	$6,300	$69.74
2+Den	5	$6,500	$7,400	$7,060	$73.97
3	5	$7,500	$12,000	$9,280	$77.75
Totals	**20**			**$6,288**	**$73.21**

Summary of Potential Gross Income

Potential Space Use		Multi-Family
Rentable Residential Sq. Ft.		20,613
Total # Residential Units	**p/ Mo.**	20
Potential Gross Income - Apartments	$6,288	$1,509,000
Potential Gross Income - Amenity and misc income	$200	$48,000
Total Potential Gross Income		**$1,557,000**
Less: Vacancy and Collection Loss @ %		4.0%
Less: Vacancy and Collection Loss @ $		($60,360)
Effective Gross Income		**$1,496,640**
Per Unit / Mo.		*$6,236*
Per RSF - Annual		*$72.61*

Stabilized Operating Expense Estimates

Insurance: This expense estimate is for general liability and fire insurance premiums for the subject property. Current insurance premia are $41,000 for Property/Casualty and $12,780 for General Liability, however these insurance premia reflect the unstable condition of the subject property. Typically, smaller apartment properties exhibit insurance expenses in the range of $500 to $1,000 per unit. We estimate an expense towards the higher end of this range at $1,000 per unit which equates to a figure of $0.58 per gross square foot. We note that at an average unit size of 1,031 rentable square feet, these units are large in comparison to many rental units in this market.

Utilities: This expense is comprised of electric, water and sewer, fuel for heating and cooking gas. We estimate a cost of $1,750 per unit, which is in line not only with comparable costs for new/converted projects, but is in line with 2020 Rent Guidelines Board (RGB) expense estimates for

Core Manhattan properties published in March 2022. For post 1946 buildings – used because this hypothetical conversion will occur in 2022 – utilities costs total $1,836 per unit. Both Core Manhattan and Manhattan exhibit similar statistics in this category.

Payroll: This expense covers the salaries, benefits and payroll taxes of building employees. We have conservatively estimated that in order to generate the subject rents that staffing required would consist of an off-site superintendent and a part-time superintendent's assistant/porter. Total payroll for these two part-time employees is estimated to be $5,000 per apartment or $100,000 per annum. We note that neither concierge nor doorman service is assumed for this project and that tenant entry will be through coded entry and virtual doorman service.

Turnover Costs: In order to maintain the estimated market rents, annual repairs, maintenance and turnover costs are necessary. As the property is anticipated to be a new conversion, effectively a new development property, this expense is estimated at $1,000 per unit as intensive repairs are not anticipated in the first several years of operation.

Service Contracts: We have separately estimated service contracts for the building comprising of elevator maintenance and virtual doorman service. The property is anticipated to have two (2) passenger elevators. Based on comparable data for similar size buildings in this market, we estimate an annual elevator service contract to be $7,500 per annum. As it relates to virtual doorman service, we have assumed that the property will be able to achieve the projected market rents with a virtual doorman service in place of a full-time doorman and/or security service. Based on comparable expenses we estimate this cost at $400 per month or $4,800 per annum. Combined, these contracts total $12,300 per annum and we have rounded this figure to $12,500 per annum.

Professional Fees: This expense estimate covers annual, recurring professional fees for legal and accounting purposes. We estimate this expense at $7,500 per annum or $375 per unit, which is within the range typically observed for small apartment properties.

Miscellaneous and Amenity Operating Expenses: The property is anticipated to have 2,417 square feet of ground level amenity space that is accessory to the residential use. The amenity space will likely be programmed with a small fitness facility and tenant lounge, both of which will require regular cleaning, maintenance and general upkeep. We have estimated a cost of $10,000 to cover this, and other miscellaneous expenses.

Management and Leasing: Management fees for a small, luxury rental property are generally in the range of 2.0% to 6.0% per annum. We have estimated this expense at 5.0% per annum, which provides for recurring leasing commissions cost. Standard practice in NYC is that on a one-year lease, broker commissions are roughly equal to one months' rent. Assuming a turnover of 25% of the units annually, this annual cost approximates to 2% of potential gross income.

Subject Property Expenses – Exclusive of Depreciated Costs and Real Estate Taxes

Expenses	p/unit	Annual
Insurance Per Unit @	$1,000	$20,000
Utilities Per Unit @	$1,500	$30,000
Payroll p/annum @	$5,000	$100,000
Turnover and Cleaning Per Unit @	$1,000	$20,000
Service Contracts (elevator, virtual doorman)		$12,500
Professional Fees p/annum @		$7,500
Misc. and amenity operating expenses		$10,000
Management and Leasing % EGI @	5.00%	$74,832
Expenses Before Amortized Dev Costs and RE Taxes		***$274,832***
Expenses Per Unit/Month - Before Dev. Costs and RET		*$13,742*
OpEx Ratio - Before Dev. Costs and RET		*18.36%*

Depreciation Calculation: Per the guidance of the LPC Statute, the depreciation calculation is 2% of the improvement cost and building assessment. The computation of the inputs is presented below. Note that in presenting the Reasonable Return Analysis, the capitalized Net Operating Income after expenses is translated into an assessed value using the 45% assessment ratio.

Depreciated Development Cost Calculation		
Scenario		**Multi-Family**
Value of Subj Building Exclusive of Land (full market value)		$3,147,000
Projected Renovation Cost (full cost)		$60,408,701
Total		$63,555,701
Depreciation @	2.0%	$1,271,114

Net Operating Calculation – Before Real Estate Taxes

Expenses	p/unit	Annual
Insurance Per Unit @	$1,000	$20,000
Utilities Per Unit @	$1,500	$30,000
Payroll p/annum @	$5,000	$100,000
Turnover and Cleaning Per Unit @	$1,000	$20,000
Service Contracts (elevator, virtual doorman)		$12,500
Professional Fees p/annum @		$7,500
Misc. and amenity operating expenses		$10,000
Management and Leasing % EGI @	5.00%	$74,832
Expenses Before Amortized Dev Costs and RE Taxes		***$274,832***
Expenses Per Unit/Month - Before Dev. Costs and RET		*$13,742*
OpEx Ratio - Before Dev. Costs and RET		*18.36%*
NOI BEFORE Amortized Dev Costs and RE Taxes		**$1,221,808**
Less: Amortized Development Costs		($1,271,114)
Net Operating Income (w/out Real Estate Taxes)		**($49,306)**

H. Reasonable Return Analysis

The Reasonable Return Analysis is presented to determine whether either of the development scenarios are economically feasible and produce a Reasonable Return given projected income, expenses, amortized development costs and current capitalization rates. Under all three scenarios a positive net operating income is able to be achieved, even without the incorporation of real estate taxes as an expense. Due to the lack of positive net operating income, the reasonable return analysis is unable to be completed. In all scenarios, there is no positive return, and do not meet the Reasonable Return threshold, as defined in N.Y.C. Admin. Code § 25-302. Below is a summary of all three scenarios:

INCOME APPROACH SUMMARY			
Scenario	Base	Infill	Multi-Family
Net Operating Income - Subtotal	$786,932	$944,904	$1,221,808
Less: Depreciated Costs	($1,095,129)	($1,142,114)	($1,271,114)
Net Operating Income	**($308,197)**	**($197,210)**	**($49,306)**

Schedule of Addenda Exhibits

1. Comparable Church / Community Facility Adjustment Grid and Discussion
2. Comparable Residential Rental Data and Discussion
3. Photographs of Subject Property
4. Construction Cost Data

Base Scenario and Infill Scenario Rental Overview

Summary of Comparable Rents

The comparable rents concern a collection of community facility rents and alternative uses that would be appropriate for the subject property's improvements such a museum or club venue. The data concerns both consummated lease deals, lease extensions as well as asking rents for comparable spaces. In general, the spaces range in location, size, configuration and finishes, but the array of data brackets the subject property in most characteristics under the assumption it has been renovated and that structural deficiencies have been cured such that it can be occupied as income producing property. The adjustments were applied to the subject property, under the assumption it is renovated and cured of structural deficiencies and will be delivered in a marketable condition. The following pages contains photographs of the comparable rentals followed by an adjustment grid and explanation of adjustments applied to each comparable rental.

Rental 1 – 1157 Lexington Avenue

Rental 2 – 50 Monroe Place

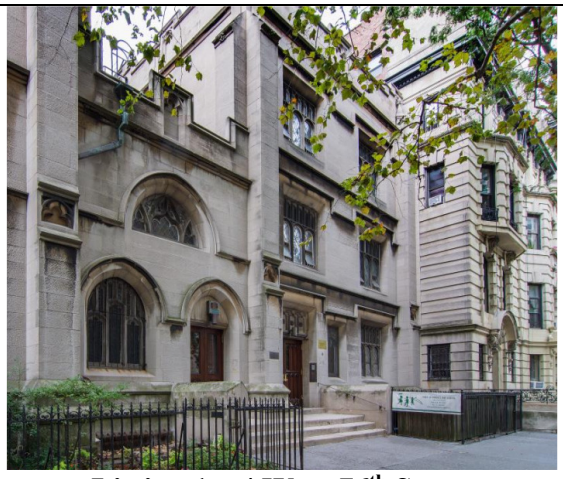
Rental 3 – 417 West 57th Street

Rental 4 – 215 East 94th Street

Lease 5 – 12 West 12th Street

Lease 6 – 135 West 41st Street

Lease 7 – 558 Broadway



Listing 1 – 4 West 76th Street

Listing 2 – 15 West 86th Street

Adjustment Grid – Comparable Leases and Listings

	SUBJECT	Lease 1	Lease 2	Lease 3	Lease 4	Lease 5	Lease 6	Lease 7	Listing 1	Listing 2
Address	**165 West 86th Street**	1157 Lexington Avenue	50 Monroe Place	417 West 57th Street	215 East 94th Street	12 West 12th Street	135 West 41st	558 Broadway	4 West 76th Street	15 West 86th Street
Location	**New York, NY**	New York, NY	Brooklyn, NY	New York, NY	New York, NY	New York, NY	New York, NY	New York, NY	New York, NY	New York, NY
Cross Streets	**Corner of West 86th Street and Amsterdam Avenue**	Corner of East 80th & Lexington Avenue	Corner with Pierrepont Street	Btw. 9th Avenue and 10th Avenue	Btw. 2nd & 3rd Avenues	Btw 5th Avenue and 6th Avenue	Btw 6th Avenue and 7th Avenue	Btw. Prince and Spring	Btw Central Park West and Columbus Avenue	Btw Central Park West and Columbus Avenue
Sign Date	-	4Q 2021	4Q 2021	1Q 2021	Q2 2019	3Q 2020	4Q 2019	2Q 2019	LISTING	LISTING
Bldg Description	**Church & School**	Church and School	Landmark Church	Landmark Church	4-Story Building	Portion of Church and office	Portion of office, former church	Portion of office	Portion of Church Complex	Entire Building Option
Use	**---**	School	School	Church	School	School	Club venue	Museum	Asking	Asking
Individual Landmark or Historic District	**Yes**	No	Yes	Yes	No	Yes	No	Yes	Yes	Yes
Transaction Type	**New Lease**	Extension	Extension	New Lease	New Lease	New Lease	New Lease	New Lease	New Lease	New Lease
Tenant	-	All Souls School	Imagine Early Learning Centers, LLC	The City to Come Lutheran Church	Saint David's School	NYC DOE	Club Nebula	Museum of Ice Cream	Asking	Asking
Suite / Floors	-	C, B, 1, 2, 3, 4	Portion of church with classrooms, a gym and a patio	Entire building - Full height basement. Church space with offices, attics, sitting rooms.	Entire Building	Portion of building spread over three floors, and 1,300 sq. ft. of exterior space	Portion of grade, mezzanine and lower level. Capacity for 700	7,753 sq. ft. on grade 8,001 sq. ft. lower level 7,527 sq. ft. second floor	4,000 at grade, 3,330 on the second floor, 1,000 on the third floor, and approximately 12,000 square feet in the lower level gymnasium.	Entire Building Option Available - Cellar to 4th Floor - total of 17,814 square feet
SF Leased	**18,353**	14,872	11,069	8,100	16,188	7,100	9,600	23,281	20,300	17,814
Term (mos)	**120**	252	120	47	36	120	204	120	Asking	Asking
First Year Rent	-	$620,000	$360,000	$360,000	$890,340	$339,600	$1,100,000	$1,360,000	$913,500	$775,000
First Year Rent PSF	-	$41.69	$32.52	$44.44	$55.00	$47.83	$114.58	$58.42	$45.00	$43.51
TIs PSF	-	$0.00	$0.00	$0.00	$0.00	$0.00	$10.00	$0.00	$0.00	$0.00
Free Rent (mos)	-	10*	0	0	0	0	12	0	0	0
Expense Structure		TT pays 100% of utility and cleaning; LL to provide HVAC units in good working order and will maintain building systems, roof, façade and sidewalks.	Modified Gross Lease	Net Lease	Net Lease	Net Lease	Modified gross lease. Landlord installed HVAC and base building upgrades	Modified Gross Lease	Net Lease Structure	Net Lease Structure
** 15 months of free rent amortized monthly over the 20-year term; is roughly equivalent to 10 months of up-front free rent*										
First Year Rent PSF		$41.69	$32.52	$44.44	$55.00	$47.83	$114.58	$58.42	$45.00	$43.51
TI Adjustment		$0.00	$0.00	$0.00	$0.00	$0.00	-$0.94	$0.00	$0.00	$0.00
Free Rent		-$2.90	$0.00	$0.00	$0.00	$0.00	-$10.71	$0.00	$0.00	$0.00
Net Effective Rent		**$38.79**	**$32.52**	**$44.44**	**$55.00**	**$47.83**	**$102.93**	**$58.42**	**$45.00**	**$43.51**
Market Conditions / Listing Discount		0.0%	0.0%	0.0%	Covid / Market -20.0%	0.0%	Covid / Market -20.0%	Covid / Market -20.0%	Listing -10.0%	Listing -10.0%
Subtotal Adjusted Rent		**$39**	**$33**	**$44**	**$44**	**$48**	**$82**	**$47**	**$41**	**$39**
Location		0.0%	5.0%	15.0%	10.0%	-10.0%	-15.0%	-10.0%	0.0%	0.0%
Building Quality		0.0%	0.0%	0.0%	0.0%	-5.0%	-5.0%	0.0%	0.0%	0.0%
Floors Leased		0.0%	5.0%	0.0%	0.0%	0.0%	-5.0%	0.0%	10.0%	0.0%
Size (area leased)		0.0%	-5.0%	-7.5%	0.0%	-7.5%	-7.5%	0.0%	0.0%	0.0%
Total Adjustments		**0.0%**	**5.0%**	**7.5%**	**10.0%**	**-22.5%**	**-32.5%**	**-10.0%**	**10.0%**	**0.0%**
Adjusted Rent PSF		**$39**	**$34**	**$48**	**$48**	**$37**	**$56**	**$42**	**$45**	**$39**

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Explanation of Adjustments – Comparable Rents

Market Conditions and Listing Adjustments: The comparable rentals ranged from Q2 2019 to Q4 2021, and include two spaces that are presently offered for lease. Only Lease #4 was entered into prior to Covid-19 pandemic, whereas Lease #1, #2 and #3 reflect current market conditions. A downward adjustment of -15% was applied to Lease #4 to reflect for inferior market conditions as of the effective date of appraisal as compared with this lease date.

Both of the active listings presented were also adjusted downward to reflect for the fact that there is typically a spread between listing rents and taking rents, especially for this type of product where there is a limited pool of prospective tenants/occupants.

Lease #1 – 1157 Lexington Avenue: This is a lease extension of a 14,872 square foot portion of a larger religious building. The tenant shares limited common areas with the landlord. The space is utilized as a school, and also has use of a chapel on site. The lease extension was signed in 4Q 2021 and called for a first year rent of $620,000 per annum beginning in 2022. The tenant was granted 15 months of free rent amortized over the 20 year term, which equates to 10 months free rent at the outset. No adjustments were applied to this lease other than a downward size adjustment to account for the size of the leased space in relation to the size of the subject space.

Lease #2 – 50 Monroe Place: This is the lease extension of a 11,069 square foot portion of a larger church building. This lease is the only data point located outside of Manhattan, but the leased space is located in an attractive and desirably corner of Brooklyn Heights. The tenant shares limited common areas with the landlord. The space is utilized as a school. The lease extension was signed in 4Q 2021 and called for a first year rent of $360,000 per annum beginning in 2022. An upward adjustment was applied for location, and for floors leased as this space is largely lower level space. A downward size adjustment was also applied to account for the size of the leased space in relation to the size of the subject space.

Lease #3 – 417 West 57th Street: This is a new, short term, lease of an entire church building measuring approximately 8,100 square feet. The space will be utilized as a church. The lease was signed in 1Q 2021 and calls for a first year rent of $360,000 per annum. An upward adjustment was applied for location due to the lease's inferior location as compared with the subject's. A downward size adjustment was also applied to account for the size of the leased space in relation to the size of the subject space.

Lease #4 – 215 East 94th Street: This is a new, short term, lease of an entire church building measuring approximately 16,188 square feet. The space will be utilized as a school facility for a C. The lease was signed in 1Q 2021 and calls for a first year rent of $55 per square foot or $890,340 per annum. An upward adjustment was applied for location due to the lease's inferior location as compared with the subject's. A downward size adjustment was also applied to account for the size of the leased space in relation to the size of the subject space.

Lease #5 – 12 West 12th Street: This is a lease of a school through the City of New York. The space occupies a portion of a religious facility and educational annex owned by the Presbyterian Church. The lease comprises 7,100 square feet spread over three (3) floors and includes 1,300 square feet of exterior space. Annual starting rent is $339,600 or $47.83 per square foot. The Greenwich Village

location of this comparable lease is superior to the subject's location and a downward adjustment was applied for this element of comparison. The building quality is superior to the subject when renovated as it offer superior light and air, and overlooks a small lawn along Fifth Avenue. A downward size adjustment was also applied to account for the size of the leased space in relation to the size of the subject space.

Lease #6 – 135 West 41st Street: This lease represents one (1) of the two (2) non-school or religious facility leases amongst the array, as this space is being used as a night club. Some church buildings have been repurposed for night clubs, and this comparable rental reflect an alternative use for the subject. The lease was signed, pre-Covid in December 2019 for an annual rent of $1,100,000 per annum. The space is spread over three levels and totals a reported 9,600 square feet, and has capacity for 700 patrons. For a nightclub location, this is far superior to the subject's location given its Times Square location, and a downward adjustment was applied for this element of comparison. A downward adjustment was also applied for building quality as the access and configuration of the space is better for this type of use than the subject property. Approximately half of the space of this rental is located on the first floor, which commands a notable premium over other floors, and a downward adjustment was applied for this element of comparison. A downward size adjustment was also applied to account for the size of the leased space in relation to the size of the subject space.

Lease #7 – 558 Broadway: This lease represents the other non-school or religious facility lease amongst the array, as this space is being used as a museum with a retail component. Some church buildings have been repurposed for museums – such as the Children's Museum of Manhattan on West 96th Street - and this comparable rental reflect an alternative use for the subject. The lease was signed, pre-Covid in 2Q 2019 for an annual rent of $1,360,000 per annum. The space is spread over three levels and totals a reported 23,281 square feet. For a museum with a retail component, this is far superior to the subject's location, and a downward adjustment was applied for this element of comparison. Approximately half of the space of this rental is located on the first floor, which commands a notable premium over other floors, and a downward adjustment was applied for this element of comparison.

Listing #1 – 4 West 76th Street: This listing represents the asking rent for the portion of a Church-School complex. The offering calls for 4,000 square feet at grade, 3,330 square feet on the second floor, 1,000 square feet on the 3rd floor**,** and approximately 12,000 square feet in the lower level gymnasium for a total of 20,300 square feet. The asking rent of $45 per square foot translates into an annual rent of $913,500. Aside from the adjustment for listing discount as discussed above, we made an upward adjustment to reflect for the floors offered in the listing, as nearly 60% of the space is below grade.

Listing #2 – 15 West 86th Street: This listing represents the asking rent for a Synagogue. The whole-building option totals 17,814 square feet across the cellar through fourth floors. The asking rent of $775,000 per square foot translates into an annual rent of $43.51 per square foot. Aside from the adjustment for listing discount as discussed above, no other adjustments were made to this lease.

Conclusion:

The adjusted comparable rentals range from $34.15 to $55.58 per square foot with an average adjusted price of $43.06 per square foot and $42.06 per square foot at measured by the mean and median, respectively. In arriving at a conclusion of market rent, we place most weight on the comparable spaces that are most similar to the subject property. Therefore, we conclude above the averages at $50 per square foot, which we note is above the mean and median adjusted net effective rent. This rent is applied to both the Base Scenario and Infill Scenario analysis.

Adjusted Net Effective Rents PSF	
Minimum	$34.15
Maximum	$55.58
Average	$43.06
Median	$42.06
NER Conclusion PSF	**$50.00**

MANHATTAN RENTAL APARTMENT MARKET

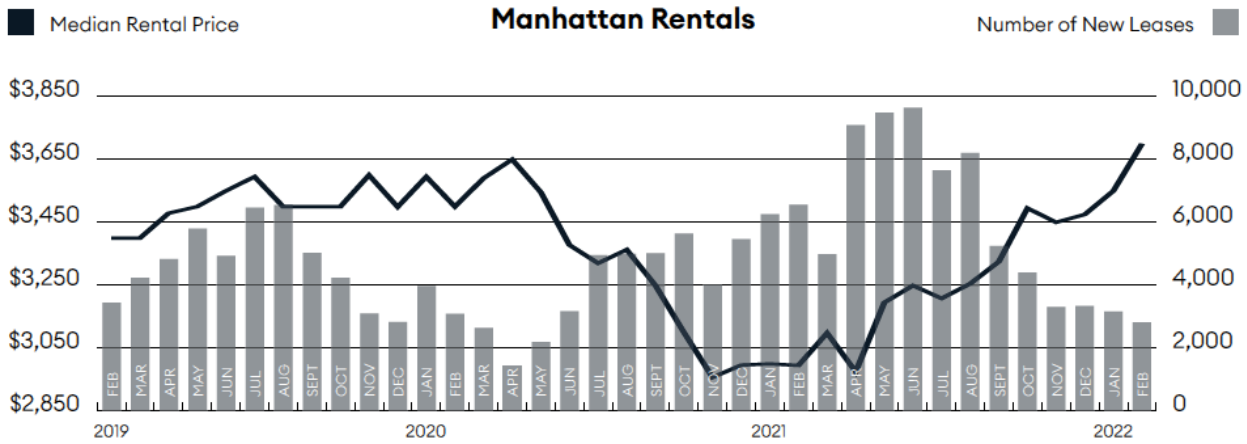
During 2020 and the first quarter of 2021, the Manhattan apartment rental market has been drastically impacted by the Covid-19 pandemic. Hundreds of thousands of residents left New York City which was reflected by the historically high vacancy rates and inventory, increased landlord concessions and decreasing rents. According to the November 2020 issue of the Elliman rental report, net effective median rent decreased year over year by 21.7%, the largest such decline in more than nine years. Notably, since the lockdown began in April of 2020, monthly effective rent in Manhattan decreased by $797, listing inventory nearly tripled and the vacancy rate reached 6.14%, compared to pre-Covid levels of 2% to 3% during the years prior to the onset of the pandemic.

However, beginning in the spring of 2021 and continuing through and up to the date of value of this appraisal, rental apartment market conditions have improved significantly. During this time, the marked increase in demand has been mirrored by increases in average and median market rents, decreased prevalence of landlord concessions and decreasing vacancy. The following chart highlights year over year changes in rental rates and other market indicators for Manhattan apartments, sorted by apartment size:

Manhattan Rentals Matrix By Size		FEB-22	%Δ (MO)	JAN-22	%Δ (YR)	FEB-21
Studio	Average Rental Price	$2,855	1.6%	$2,811	19.5%	$2,389
	Rental Price Per Sq Ft	$75.93	9.7%	$69.21	35.9%	$55.87
	Median Rental Price	$2,600	0.0%	$2,600	18.2%	$2,200
	Number of New Leases	619	-8.7%	678	-59.6%	1,531
1-Bedroom	Average Rental Price	$3,882	4.7%	$3,707	23.0%	$3,156
	Rental Price Per Sq Ft	$74.03	5.7%	$70.07	33.0%	$55.68
	Median Rental Price	$3,750	7.1%	$3,500	27.1%	$2,950
	Number of New Leases	1,203	-8.3%	1,312	-58.0%	2,861
2-Bedroom	Average Rental Price	$6,013	10.0%	$5,467	26.8%	$4,742
	Rental Price Per Sq Ft	$77.84	8.2%	$71.96	28.4%	$60.63
	Median Rental Price	$5,104	3.1%	$4,950	20.0%	$4,255
	Number of New Leases	652	-20.5%	820	-56.3%	1,493
3-Bedroom	Average Rental Price	$10,160	11.4%	$9,121	34.6%	$7,550
	Rental Price Per Sq Ft	$91.57	6.4%	$86.07	30.6%	$70.13
	Median Rental Price	$6,060	-0.7%	$6,100	15.5%	$5,248
	Number of New Leases	339	-2.9%	349	-49.9%	676

Source: The Elliman Report, February 2022

According to the data reported by the Elliman Report, the net effective average rent per square foot reached an all-time high, exceeding the pre-pandemic level. Market surveys have generally been confirmed by our experience where we find that currently signed leases typically do not include landlord concessions and the effective rents have made up most of the decline attributed to the Covid-19 pandemic. The following chart illustrates the recent historical trend for Median Rental Price and Number of New Leases:



Source: The Elliman Report, February 2022

The chart highlights that median rent in Manhattan peaked at approximately $3,650 at some point in April of 2020, then spent the following seven months in a steep decline, finally bottoming out at $2,957 in November of 2020. The median rent remained relatively flat until April 2021 at which point it began an upward climb and topped out at $3,630 in February 2022. The leasing activity was robust in the third quarter of 2021 and has declined slowly since that point, partially due to seasonality.

Since the run on rental apartments began in April 2021, supply has been decreasing. Overall, the inventory declined by 81.1% from where it was during the same time last year. The number of new leases has also decreased according to Elliman, down 57.1% year over year.

Manhattan Rentals Matrix By Property Type	FEB-22	%Δ (MO)	JAN-22	%Δ (YR)	FEB-21
Doorman Median Rental Price	$4,500	2.3%	$4,398	28.8%	$3,495
Non-Doorman Median Rental Price	$2,875	2.9%	$2,795	16.2%	$2,475
Loft Median Rental Price	$10,248	22.0%	$8,399	70.9%	$5,998
New Development Median Rental Price	$5,900	4.7%	$5,634	28.7%	$4,583
Existing Median Rental Price	$3,600	2.9%	$3,500	23.1%	$2,925

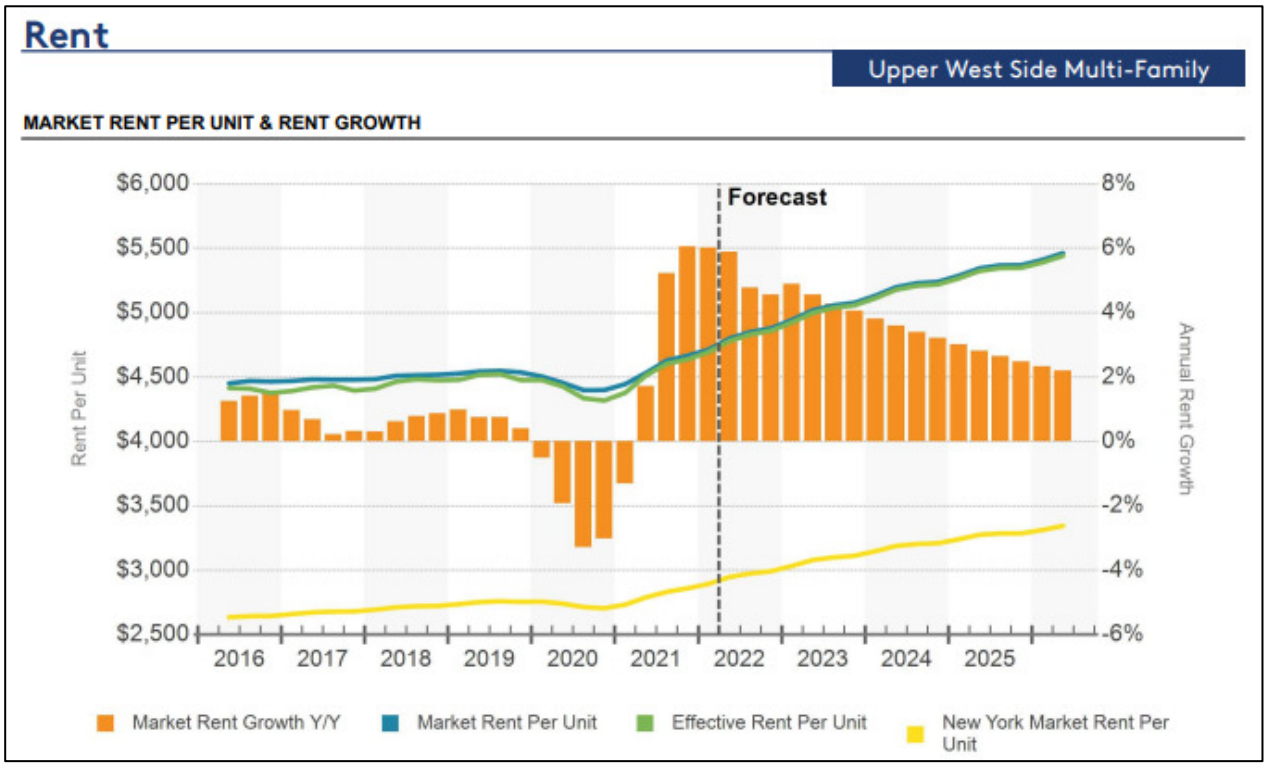
Currently there is widening gap between rents for doorman versus non-doorman buildings, representing a flight to quality seen across most real estate asset classes coming out of the Covid-19 pandemic. According to the Elliman Report, the median rent for Manhattan doorman buildings rose 28.8% year over year. In contrast, rent for non-doorman buildings increased year over year by 16.2%. Although we contemplate a project that will have a virtual doorman, the new development aspect of the project will more closely mirror the trends and rent levels of a doorman property. Notably, median rent for new developments increased from $4,583 in February 2021 to $5,900 in February 2022, an increase of 28.7%. We note that the estimated average rent of the subject project is $388 per month or 6.5% greater than the Elliman Report statistics for new development, likely all of which are doorman buildings.

Submarket Analysis – Upper West Side

The subject's Upper West Side rental market is one of the strongest markets in New York City. According to Costar Group, the submarket is comprised of 56,808 units in 2,010 buildings. Very few recent and projected deliveries of rental product has suppressed supply. As CoStar notes:

> "Due to increased density and the cost of procuring land, building from the ground-up remains a difficult task in Manhattan. Still, the Upper West Side has added more inventory than many submarkets over the past decade. The inventory has grown by more than 3,000 units since the start of 2010, a greater unit total compared to other Northern Manhattan neighborhoods like the Upper East Side and Harlem. While more than 600 units delivered in 19Q4 alone, a minimal number of units are underway as of 21Q3 as condos, not rentals, continue to be more popular here."

The restricted supply coupled with a return to historical demand for quality rental housing in the neighborhood led to a quick recovery in rents in the latter half of 2021 through the analysis date. Data tracked by CoStar Group's shows four consecutive quarters of year-over-year rent growth in the subject's submarket following rent declines in five (5) quarters from Q1 2020 to Q1 2021, as depicted in the chart below that plots submarket rent growth against rent growth throughout New York City.



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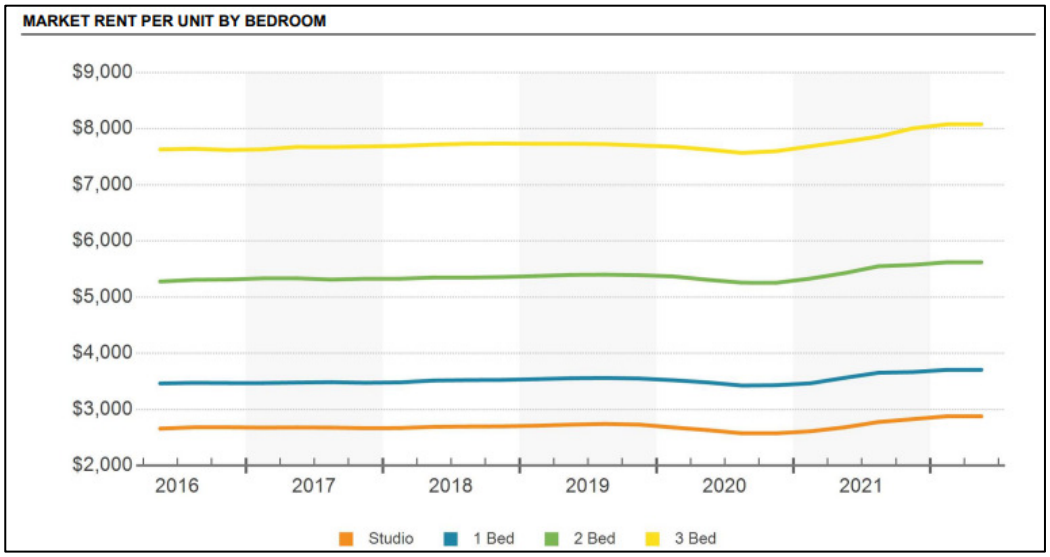
Submarket Rent by Unit Type

The table below shows the trajectory of average rents in the Upper West Side. Current average monthly rent in the submarket for studios is $2,579, for one-bedrooms is $3,707, for two-bedrooms is $5,621 and for three-bedrooms is $8,079, as depicted in the chart below.



Subject Apartments

According to architectural concept prepared by FXCollaborative, the subject property can hypothetically be programmed with 20 units across three (3) floors and a rentable attic space. The units range from studios to three-bedrooms and have a variety of layouts and exposures. A summary of the units is presented below:

Unit #	Floor	Bedrooms	Square Footage	Location/ Orientation
1	Ground	3	1,214	Overlooking Amsterdam Ave.
2	Ground	Studio	607	Overlooking Amsterdam Ave.
3	Ground	2+Den	1,166	Corner
4	Ground	1	822	Facing West 86th Street
5	Second Floor	3	1,215	Overlooking Amsterdam Ave.
6	Second Floor	Studio	604	Overlooking Amsterdam Ave.
7	Second Floor	2+Den	1,164	Corner
8	Second Floor	1	828	Facing West 86th Street
9	Second Floor	2+Den	1,119	Facing West 86th Street
10	Second Floor	2	1,084	Facing inner court
11	Second Floor	Studio	616	Facing inner court
12	Third Floor	3	1,215	Overlooking Amsterdam Ave.
13	Third Floor	Studio	604	Overlooking Amsterdam Ave.
14	Third Floor	2+Den	1,164	Corner
15	Third Floor	1	828	Facing West 86th Street
16	Third Floor	2+Den	1,119	Facing West 86th Street
17	Third Floor	2	1,084	Facing inner court
18	Third Floor	Studio	616	Facing inner court
19	Attic	3	1,617	Overlooking Amsterdam Ave.
20	Attic	3	1,927	Facing inner court and West 86th
	Total Rentable		**20,613**	

Comparable Rentals

In order to estimate market rents for the subject units we relied on broader submarket data as well as comparable leases in nearby buildings. Our search generally concerned renovated pre-war buildings, as those are deemed to be the most similar and competitive to what is contemplated for the subject property. In many cases larger buildings offered superior amenities, views and larger apartments. A summary of the comparable rentals uncovered for this analysis is presented below:

Unit Type	Address	Apt #	Monhthly Rent
studio	115 West 71st	1B	$3,700
studio	38 West 69th	B	$3,600
studio	166 West 72nd	3D	$4,500
studio	189 West 89th street	6L	$3,821
studio	57 West 75th Street	11G	$4,000

Studio Statistics

Min	**$3,600**
Max	**$4,500**
Avg.	**$3,924**

Unit Type	Address	Apt #	Monhthly Rent
1BR	10 West 74th Street	7B	$4,995
1BR	100 West 86th Street	5A	$4,500
1BR	144 West 86th Street	4D	$4,650
1BR	11 West 81st St	7B	$4,950
1BR	14 West 68th	4	$5,500
1BR	21 West 86th	9B	$5,015
1BR	21 West 86th	4B	$5,350

1BR Statistics

Min	**$4,500**
Max	**$5,500**
Avg.	**$4,994**

Unit Type	Address	Apt #	Monhthly Rent
2BR	10 West 74th	6F	$5,750
2BR	170 West 74th	1005	$7,000
2BR	319 West 77th Street	#1	$7,200
2BR	46 West 89th Street	#4	$7,500
2BR	100 West 86th Street	5B	$5,295
2BR	41 West 72nd Street	17D	$6,500
2BR	25 West 68th Street	4A	$7,250
2BR	2350 Broadway	320A	$6,800
2BR	21 West 86th Street	7E	$7,200
2BR	21 West 86th Street	6F	$7,650

2BR Statistics

Min	**$5,295**
Max	**$7,650**
Avg.	**$6,815**

Unit Type	Address	Apt #	Monhthly Rent
3BR	21 West 86th	7G	$9,000
3BR	21 West 86th	3F	$9,000
3BR	21 West 86th	4C	$9,100
3BR	21 West 86th	2A	$8,300
3BR	233 West 83rd	1A	$8,000
3BR	101 West 85th	4-5	$8,350
3BR	650 West End Ave	5A	$8,950
3BR	251 West 89th Street	9E	$10,500
3BR	255 West 88th Street	4A	$8,531
3BR	140 West 86th	11B	$10,000
3BR	10 West 74th	7EF	$9,188

3BR Statistics

Min	**$8,000**
Max	**$10,500**
Avg.	**$8,993**

Conclusion of Market Rents:

We have utilized the comparable rentals, market reports cited in this report, and information gleaned from the broader market to develop the following opinion of market rent for each unit in the hypothetical conversion of the subject property.

Unit #	Floor	Bedrooms	Square Footage	Location/ Orientation	Estimated Monthly Rent	Annual Rent PSF
1	Ground	3	1,214	Overlooking Amsterdam Ave.	**$7,500**	$74.14
2	Ground	Studio	607	Overlooking Amsterdam Ave.	**$3,500**	$69.19
3	Ground	2+Den	1,166	Corner	**$6,500**	$66.90
4	Ground	1	822	Facing West 86th Street	**$4,250**	$62.04
5	Second Floor	3	1,215	Overlooking Amsterdam Ave.	**$8,100**	$80.00
6	Second Floor	Studio	604	Overlooking Amsterdam Ave.	**$3,800**	$75.50
7	Second Floor	2+Den	1,164	Corner	**$7,000**	$72.16
8	Second Floor	1	828	Facing West 86th Street	**$4,600**	$66.67
9	Second Floor	2+Den	1,119	Facing West 86th Street	**$7,200**	$77.21
10	Second Floor	2	1,084	Facing inner court	**$6,200**	$68.63
11	Second Floor	Studio	616	Facing inner court	**$3,300**	$64.29
12	Third Floor	3	1,215	Overlooking Amsterdam Ave.	**$8,300**	$81.98
13	Third Floor	Studio	604	Overlooking Amsterdam Ave.	**$3,900**	$77.48
14	Third Floor	2+Den	1,164	Corner	**$7,200**	$74.23
15	Third Floor	1	828	Facing West 86th Street	**$4,700**	$68.12
16	Third Floor	2+Den	1,119	Facing West 86th Street	**$7,400**	$79.36
17	Third Floor	2	1,084	Facing inner court	**$6,400**	$70.85
18	Third Floor	Studio	616	Facing inner court	**$3,400**	$66.23
19	Attic	3	1,617	Overlooking Amsterdam Ave.	**$10,500**	$77.92
20	Attic	3	1,927	Facing inner court and West 86th	**$12,000**	$74.73
	Total Rentable		**20,613**		**$125,750**	$73.21

Comments: The layouts for units 1-4 and 5-8 are essentially identical, but second floor apartments are notably more desirable than first floor apartments, especially for a property at the intersection of two (2) busy wide streets. As many of the comparable rents are located above the first floor of their respective developments, we estimated rent for the second floor and applied a 7.5% discount to the first floor units. The third-floor units were estimated to be 3% superior than second floor units. We have also taken into consideration orientation of the units, configuration and potential views for each unit. We note that the conclusion of rents is $3.60 per square foot / 5% greater than average asking rents of $69.60 in the Upper West Side, per CoStar. A summary of the estimated rent statistics is presented below:

Statistical Summary of Rent Projections

Unit Type	# of Units	Min Rent	Max Rent	Avg Rent	Avg Rent PSF
Studio	5	$3,300	$3,900	$3,580	$70.54
1	3	$4,250	$4,700	$4,517	$65.61
2	2	$6,200	$6,400	$6,300	$69.74
2+Den	5	$6,500	$7,400	$7,060	$73.97
3	5	$7,500	$12,000	$9,280	$77.75
Totals	**20**			**$6,288**	**$73.21**

Subject Property from across West 86th Street

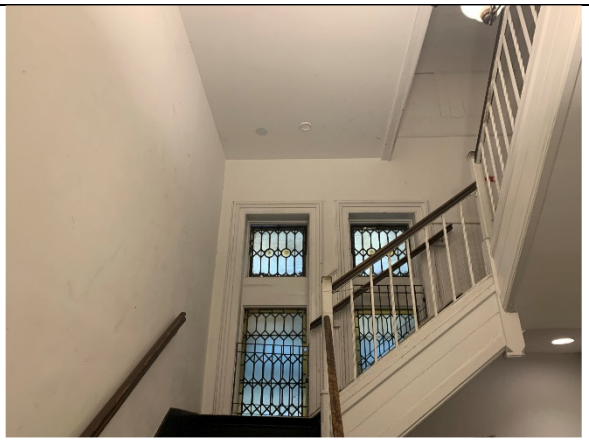
Basement Level

First Floor Sanctuary

Second Floor

Fourth Floor

Façade along West 86th Street



Stairway

LBG Hard Cost and General Conditions Summary – For Base and Infill Scenarios

LBG

2/18/2022

Preliminary Budget - Assumptions
West Park Presbyterian Church - 165 West 86th Street

Estimate was based on the following documents:

FMD Memo to DOB dated November 12, 2021 Amended December 2, 2021
FMD Façade Review Quantities dated December 12, 2021
FMD Memo to DOB re Violation 21-01507Dated November 16, 2021

CCI Accessibility Survey Existing Conditions dated November 11, 2021
CCI Fire Protection and Life Safety Existing Conditions Survey dated November 8, 2021 Revised November 11, 2021

Severud Associates Structural Observation Report Dated November 9, 2021
Severud Associates Structural Observation Report Dated November 16, 2021
Severud Emergency Structural Repair Sketch Dated November 23, 2021

FX Collabrative"WPPC Existing Church Facility Area" Dated February 16, 2022

Assumptions, Qualifications and Exclusions:

No remedial work to the existing roof is included as no information is available at this time.
One new elevator was assumed
FFE work specific to the church, including fire rated stage equipment is excluded
All permits are by owner.

Two new bathrooms were included per floor in the chapel building. Allowances have been carried to modify the structure to allow access from the sanctuary building to the chapel building (exact scope TBD)
Restoration of existing millwork is excluded. It is assumed that any repair work will use new substitutions.
SSM is excluded
Construction hoist is excluded.
No costs are included to meet existing light and air requirements
An allowance is included for new insulation to meet energy code and new exterior glazing OVER the existing glass windows.

Alternates:
Assume $300 to $350 /sf for NEW floor area added for Office or Retail 'White Box"
Assume $200 to $250 / sf to UPGRADE EXISTING floor area for Office or Retail "White Box"

LBG

2/18/2022

Preliminary Budget - Summary
West Park Presbyterian Church - 165 West 86th Street

TRADE DESCRIPTION	A Code Interior Scope	B Code - Church Specific	C Emergency Repair	D Façade Restoration	E Work for Struct Repairs	E=A+B+C+D COST	F=E/Area $ / GSF
						GSF =	24,688
02 40 00 - Demo	$675,000	$25,000	$0	$0	$750,000	$1,450,000	$ 58.73
02 40 10 - Abatement	$390,000	$0	$0	$0	$0	$390,000	$ 15.80
03 30 00 - Cast In Place Concrete	$180,000	$0	$0	$0	$0	$180,000	$ 7.29
04 20 00 - Masonry	$125,000	$0	$0	$0	$500,000	$625,000	$ 25.32
04 30 00 - Façade Restoration and Repair	$18,500	$0	$24,600	$17,994,055	$0	$18,037,155	$ 730.60
05 10 00 - Structural Steel	$980,000	$0	$0	$0	$250,000	$1,230,000	$ 49.82
05 20 00 - Misc Metal	$145,000	$170,500	$0	$0	$0	$315,500	$ 12.78
06 05 00 - Structural Repair (Wood Framing / Trusses)	$0	$0	$0	$0	$175,000	$175,000	$ 7.09
06 10 00 - Drywall / Miscellaneous Carpentry / Millwork & Trim	$1,986,680	$50,000	$0	$0	$750,000	$2,786,680	$ 112.88
06 40 00 - Architectural Millwork	$0	$350,000	$0	$0	$0	$350,000	$ 14.18
07 20 00 - Fireproofing	$100,000	$0	$0	$0	$0	$100,000	$ 4.05
07 40 00 - Roofing / Waterproofing	$0	$0	$0	$0	$0	$0	$ -
08 10 00 - Doors, Frames & Hardware (furnish only)	$30,600	$303,000	$0	$0	$0	$333,600	$ 13.51
08 50 00 - New Windows, Louvers, Replacement Windows	$350,000	$0	$0	$0	$0	$350,000	$ 14.18
08 80 00 - Interior Glazing & Shower Doors	$0	$0	$0	$0	$0	$0	$ -
09 30 00 - Ceramic and Stone	$64,000	$0	$0	$0	$0	$64,000	$ 2.59
09 60 00 - Wood Flooring & Carpet	$0	$360,125	$0	$0	$0	$360,125	$ 14.59
09 90 00 - Painting	$0	$250,000	$0	$0	$0	$250,000	$ 10.13
10 14 00 - Signage	$25,000	$0	$0	$0	$0	$25,000	$ 1.01
10 80 00 - Specialties	$25,000	$0	$0	$0	$0	$25,000	$ 1.01
11 95 00 - Winter Heat, Summer Concrete, and Climate Control	$0	$0	$0	$0	$0	$0	$ -
14 20 00 - Elevators	$300,000	$0	$0	$0	$0	$300,000	$ 12.15
14 85 00 - Scaffolding and Protection	$311,750	$0	$0	$0	$350,000	$661,750	$ 26.80
21 00 00 - Fire Protection System	$572,504	$0	$0	$0	$0	$572,504	$ 23.19
22 00 00 - Plumbing	$525,000	$0	$0	$0	$0	$525,000	$ 21.27
23 00 00 - HVAC Piping & Ductwork	$1,290,000	$0	$0	$0	$0	$1,290,000	$ 52.25
26 00 00 - Electrical & Low Voltage	$859,537	$0	$0	$0	$0	$859,537	$ 34.82
26 50 00 - Lighting Fixtures	$74,064	$0	$0	$0	$0	$74,064	$ 3.00
31 00 00 - Excavation / Foundation	$318,000	$0	$0	$0	$59,000	$377,000	$ 15.27
32 30 00 - Site work	$0	$0	$0	$0	$0	$0	$ -
32 40 00 - Landscaping	$0	$0	$0	$0	$0	$0	$ -
01 35 04 - Site Security (Allowance)	$330,000	$0	$0	$0	$0	$330,000	$ 13.37
01 35 28 - Site Safety (Excluded)	$0	$0	$0	$0	$0	$0	$ -
FFE - EXCLUDED	$0	$0	$0	$0	$0	$0	$ -
	$9,675,635	**$1,508,625**	**$24,600**	**$17,994,055**	**$2,834,000**	**$ 32,036,915**	**$ 1,297.67**
				General Conditions Costs	13%	$ 4,164,799	
					Subtotal	$ 36,201,714	
				Design Contingency	10%	$ 3,203,692	
				Construction Contingency	10%	$ 3,203,692	
					Subtotal	$ 42,609,097	
				CCIP	9.00%	$ 3,834,819	
					Subtotal	$ 46,443,916	
				Insurance (Professional/Auto/Offsite/ Pollution)	2.50%	$ 1,065,227	
					Subtotal	$ 47,509,143	
				Construction Services Fee	4.00%	$ 1,704,364	
					Subtotal	$ 49,213,507	
				SDI Program ($32,036,915)	1.75%	$ 560,646	
					Total	**$ 49,774,153**	**$ 2,016.13**

APPRAISERS AND PLANNERS INC

LBG Hard Cost and General Conditions Summary – For Multi-Family Scenario

LBG

3/23/2022

Preliminary Budget - Multi Unit - Assumptions
West Park Presbyterian Church - 165 West 86th Street

Estimate was based on the following documents:

FMD Memo to DOB dated November 12, 2021 Amended December 2, 2021
FMD Façade Review Quantities dated December 12, 2021
FMD Memo to DOB re Violation 21-01507Dated November 16, 2021

CCI Accessibility Survey Existing Conditions dated November 11, 2021
CCI Fire Protection and Life Safety Existing Conditions Survey dated November 8, 2021 Revised November 11, 2021

Severud Associates Structural Observation Report Dated November 9, 2021
Severud Associates Structural Observation Report Dated November 16, 2021
Severud Emergency Structural Repair Sketch Dated November 23, 2021

FX Collabrative"WPPC Existing Church Facility Area" Dated February 16, 2022
FX Collabrative "WPPC Residential Conversion Upper West Side" dated March 8, 2022
Email dated March 9, 2022 From FXC Specifing 18 units.

Assumptions, Qualifications and Exclusions:

One new elevator was assumed
All permits are by owner.
SSM is excluded
Construction hoist is excluded.
Assumes level of finish comperable to 278 8th Ave Market Rate Rentals
Further information is required to accurately price new foundation for new structure.
Further investigation is required to accurately price modification to existing roof structre to allow for new rear yards.

3/23/2022

LBG

Preliminary Budget - Summary
West Park Presbyterian Church - 165 West 86th Street

TRADE DESCRIPTION	CCIP	SDI	A Residential Conversion	B Not Used	C Emergency Repair	D Façade Restoration	E Work for Struct Repairs	E=A+B+C+D GSF = COST	F=E/Area 34,517 $ / GSF
02 40 00 - Demo	Y	Y	$3,861,360	$0	$0	$0	$0	$3,861,360	$ 111.87
02 40 10 - Abatement	Y	Y	$790,000	$0	$0	$0	$0	$790,000	$ 22.89
03 30 00 - Cast In Place Concrete	Y	Y	$50,000	$0	$0	$0	$0	$50,000	$ 1.45
04 20 00 - Masonry	Y	Y	$510,903	$0	$0	$0	$150,000	$660,903	$ 19.15
04 30 00 - Façade Restoration and Repair	Y	Y	$358,500	$0	$24,600	$17,994,055	$0	$18,377,155	$ 532.41
05 10 00 - Structural Steel	Y	Y	$525,000	$0	$0	$0	$0	$525,000	$ 15.21
05 20 00 - Misc Metal	Y	Y	$217,663	$0	$0	$0	$0	$217,663	$ 6.31
06 05 00 - Structural Repair (Wood Framing / Trusses)	Y	Y	$0	$0	$0	$0	$175,000	$175,000	$ 5.07
06 10 00 - Drywall / Miscellaneous Carpentry / Millwork & Trim	Y	Y	$100,000	$0	$0	$0	$0	$100,000	$ 2.90
06 40 00 - Architectural Millwork	Y	Y	$0	$0	$0	$0	$0	$0	$ -
07 20 00 - Fireproofing	Y	Y	$0	$0	$0	$0	$0	$0	$ -
07 40 00 - Roofing / Waterproofing	Y	Y	$1,500,000	$0	$0	$0	$0	$1,500,000	$ 43.46
08 10 00 - Doors, Frames & Hardware (furnish only)	Y	Y	$8,000	$0	$0	$0	$0	$8,000	$ 0.23
08 50 00 - New Windows, Louvers, Replacement Windows	Y	Y	$445,000	$0	$0	$0	$0	$445,000	$ 12.89
08 80 00 - Interior Glazing & Shower Doors	Y	Y	$0	$0	$0	$0	$0	$0	$ -
09 30 00 - Ceramic and Stone	Y	Y	$0	$0	$0	$0	$0	$0	$ -
09 60 00 - Wood Flooring & Carpet	Y	Y	$0	$0	$0	$0	$0	$0	$ -
09 90 00 - Painting	Y	Y	$250,000	$0	$0	$0	$0	$250,000	$ 7.24
10 14 00 - Signage	Y	Y	$25,000	$0	$0	$0	$0	$25,000	$ 0.72
10 80 00 - Specialties	Y	Y	$25,000	$0	$0	$0	$0	$25,000	$ 0.72
11 95 00 - Winter Heat, Summer Concrete, and Climate Control	Y	Y	$50,000	$0	$0	$0	$0	$50,000	$ 1.45
14 20 00 - Elevators	Y	Y	$600,000	$0	$0	$0	$0	$600,000	$ 17.38
14 85 00 - Scaffolding and Protection	Y	Y	$311,750	$0	$0	$0	$350,000	$661,750	$ 19.17
21 00 00 - Fire Protection System	Y	Y	$651,136	$0	$0	$0	$0	$651,136	$ 18.86
22 00 00 - Plumbing	Y	Y	$525,000	$0	$0	$0	$0	$525,000	$ 15.21
23 00 00 - HVAC Piping & Ductwork	Y	Y	$1,290,000	$0	$0	$0	$0	$1,290,000	$ 37.37
26 00 00 - Electrical & Low Voltage	Y	Y	$952,913	$0	$0	$0	$0	$952,913	$ 27.61
26 50 00 - Lighting Fixtures	Y	Y	$103,551	$0	$0	$0	$0	$103,551	$ 3.00
31 00 00 - Excavation / Foundation	Y	Y	$318,000	$0	$0	$0	$59,000	$377,000	$ 10.92
32 30 00 - Site work	Y	Y	$135,000	$0	$0	$0	$0	$135,000	$ 3.91
32 40 00 - Landscaping	Y	Y	$0	$0	$0	$0	$0	$0	$ -
01 35 04 - Site Security (Allowance)	Y	Y	$330,000	$0	$0	$0	$0	$330,000	$ 9.56
01 35 28 - Site Safety (Excluded)	Y	Y	$0	$0	$0	$0	$0	$0	$ -
50 00 00 - Residential Fit Out Allowance	Y	Y	$ 6,029,650	$ -	$ -	$ -	$ -	$6,029,650	$ 175
FFE - EXCLUDED			$0	$0	$0	$0	$0	$0	$ -
			$19,963,426	**$0**	**$24,600**	**$17,994,055**	**$734,000**	**$ 38,716,081**	**$ 1,121.65**

General Conditions Costs	13%	$ 5,033,091
Subtotal		$ 43,749,171
Design Contingency	10%	$ 3,871,608
Construction Contingency	10%	$ 3,871,608
Subtotal		$ 51,492,388
CCIP	9.50%	$ 4,891,777
Subtotal		$ 56,384,164
Insurance (Professional/Auto/Offsite/ Pollution)	2.50%	$ 1,287,310
Subtotal		$ 57,671,474
Construction Services Fee	4.00%	$ 2,059,696
Subtotal		$ 59,731,170
SDI Program ($38,716,081)	1.75%	$ 677,531
Total		**$ 60,408,701**

APPRAISERS AND PLANNERS INC

UNDERLYING ASSUMPTIONS AND CONTINGENT CONDITIONS

For the purpose of this report, except as otherwise stated, it is assumed:

1. That the legal description is correct.
2. That the title to the property is legally sufficient.
3. That there are no encumbrances or defects of title.
4. That the property is free and clear of all liens.
5. That the property will be efficiently managed and properly maintained.
6. That there are no structural conditions which are not apparent.
7. That there are no sub-surface soil conditions which would cause extraordinary development costs.

The appraisal is made subject to the following contingent conditions:

1. That no liability is assumed because of inaccuracies or errors in information furnished by others.

2. That no liability is assumed as a result of matters of legal character affecting the property, such as title defects, encroachments, liens, overlapping boundaries, party wall agreements, and easements.

3. Unless otherwise stated in this report, the existence of hazardous material, which may or may not be present on the property, was not observed by the appraiser, and the appraiser has no knowledge of the existence of such materials on or in the property. The appraiser, however, is not qualified to detect such substances. The presence of substances such as asbestos, urea-formaldehyde foam insulation, or other potentially hazardous materials may affect the value of the property. Except as the otherwise stated in the appraisal report, the value indication is predicated on the assumption that there is no such material on or in the property that would cause a loss in value. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required to discover them. The client is urged to retain an expert in this field, if desired.

4. This report is to be used in whole and not in part. The appraisal is invalid if used in part.

5. That no survey, structural or sub-surface soil investigation was made of the property by the authors of this report.

6. The authors herein by reason of this report are not required to give testimony in court with reference to the subject property unless otherwise previously arranged.

7. Possession of this report, or copy thereof, does not carry with it the right of publication, nor may it be used for any purpose by anyone but the applicant without the previous written consent of the appraiser.

8. This report was made for the purpose stated and should not be used for any unrelated purpose.

9. Each finding, prediction, assumption or conclusion contained in the report is the appraiser's personal opinion and is not an assurance that an event will or will not occur. Except as otherwise stated in the report, we assume that there are no conditions relating to the real estate, sub-soil or structures located on the real estate which would affect appraiser's analyses, opinions or conclusions with respect to the real estate that are not apparent.

10. Neither all nor any part of the contents of the appraisal report (especially the conclusions as to value, the identity of the appraiser, references to the Appraisal Institute or references to the MAI or SRA designations) shall be disseminated to the public through advertising media, public relations media, news media, sales media or other public means of communication without the prior written consent and approval of the appraiser.

11. Appraisers and Planners, Inc. has not made a specific compliance survey and analysis of the property to determine whether or not it is in conformity with the various detailed requirements of the Americans with Disabilities Act (ADA, effective January 16, 1992). It is possible that a compliance survey of the property and a detailed analysis of the ADA requirements may reveal that the property is not in compliance with one or more requirements. If so, this fact might have a negative effect upon the value of the property. Appraisers and Planners, Inc. is not an ADA expert and has no direct evidence relating to this issue. This report does not reflect possible non-compliance with the ADA or its potential negative effect on the concluded value herein.

We certify that, to the best of our knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions and conclusions are limited only by the reported assumptions and limiting conditions and are our personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- We have no present or prospective interest in the property that is the subject of this report and no interest with respect to the parties involved.
- We have not provided appraisal and consulting services regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- We have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- Our engagement in this assignment was not contingent upon developing or reporting predetermined results.
- Our compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- The reported analyses, opinions, and conclusions were developed, and this report has been prepared in conformity with the requirements of the Code of Professional Ethics and Standards of Professional Practice of the Appraisal Institute, which include the Uniform Standards of Professional Appraisal Practice.
- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- Adam L. Wald, MAI and Sharon Y. Locatell, MAI made an inspection of the property that is the subject of this report.
- No one provided real property appraisal assistance to the persons signing this report.
- As of the date of this report, Sharon Y. Locatell, MAI and Adam L. Wald, MAI have completed the continuing education program of the Appraisal Institute.

Adam L. Wald, MAI

Sharon Y. Locatell, MAI, CRE, MRICS

SHARON LOCATELL, MAI, CRE, MRICS - PRESIDENT
APPRAISERS & PLANNERS, INC.

Sharon Locatell is President of Appraisers & Planners, Inc. headquartered in New York City. She is the former Executive Director of Brown Harris Stevens Appraisal & Consulting, LLC, where she headed the division for 18 years. Appraisers & Planners is a general appraisal and consulting business. Ms. Locatell has nearly 30 years' experience in real estate valuation and consulting with a diversified background in terms of property type, and services offered. She is actively involved in market value appraisals, consulting assignments, arbitration proceedings, purchase price allocation studies, estate work, litigation support and expert witness testimony, and investment advisory consultation.

Ms. Locatell has acted as real estate appraiser and/or consultant to Rudin Management Company, Cord Meyer Development LLC , Jack Resnick & Sons, Inc., The LeFrak Organization Inc., The Shubert Organization, the Nederlander's, Richemont, McDonald's, Nixon Peabody LLP, AXA Equitable Life Insurance Co., Paul Weiss Rifkin LLP, Fried Frank Harris Shriver & Jacobsen LLP, Meister Seelig and Fein LLP, Madison International Realty, Muss Development LLC, Hudson River Park Trust, Morrison Cohen LLP, New York Racing Association, Inc., Titan Capital, Emerald Creek Capital, Roman Catholic Archdiocese of New York, Yeshiva University, Union Theological Seminary in the City of New York, Lord & Taylor, Wien & Malkin LLP, Consolidated Edison, Friedman LLP, Rockefeller Center, GAP Inc., as well as other institutions, corporations, law firms and individuals.

She has experience in both consultation and valuation of all types of properties including commercial, residential, retail, industrial, vacant land, as well as lease analysis, highest and best use studies, and feasibility studies. Ms. Locatell has testified as an expert witness in Federal District Court on numerous occasions, and in various local and state courts. She is also active as an arbitrator.

EDUCATION

Gettysburg College Gettysburg, Pennsylvania	Bachelor of Arts (BA) (1984-1988)
University of Florida Graduate School of Business Administration	Master's Degree (MA) Real Estate and Urban Analysis (1988-1990)

PROFESSIONAL AFFILIATIONS

Member of Appraisal Institute - **MAI**
Past President and Board Member of the New York Metropolitan Chapter
Counselor of Real Estate - **CRE**
Member – Royal Institution of Chartered Surveyors – **MRICS**
American Arbitration Association (**AAA**) – Panel of Arbitrators
Member - Real Estate Board of New York
New York State Certified General Real Estate Appraiser #46000007350
New Jersey State Certified General Real Estate Appraiser #42RG00196800
Connecticut State Certified General Real Estate Appraiser #RCG0001066

ADAM L. WALD, MAI – EXECUTIVE VICE PRESIDENT
APPRAISERS & PLANNERS, INC.

PROFESSIONAL EXPERIENCE

2021 - Present: Executive Vice President – Appraisers & Planners, Inc.
2015 - 2021: Vice President – Appraisers & Planners, Inc.
2014 - 2015: Senior Staff Appraiser – Appraisers & Planners, Inc.
2012 - 2013: Associate Staff Appraiser – Appraisers & Planners, Inc.

2005 - 2012: Staff Appraiser - Sterling Appraisals, Inc.

EDUCATION

Bachelor of Arts – Brandeis University

Major in Economics
Minor in International Business

New York University School of Continuing Professional Studies:

Completed AQB education for New York State General Certification. Courses included Introduction to Real Estate Appraisal; Valuation Principles and Procedures; Introduction to Income Property Valuation; Principles of Income Property Appraising; Applied Income Property Valuation; Fair Housing, Fair Lending and Environmental Issues; and 15-Hour USPAP – Nation Uniform Standards of Professional Appraisal Practice

Appraisal Institute – Designation Education:

Business Practices and Ethics; Advanced Market Analysis and Highest and Best Use; Advanced Income Capitalization; Quantitative Analysis; General Appraiser Report Writing and Case Studies; and Advanced Concepts and Case Studies

PROFESSIONAL AFFILIATIONS

Designated Member, Appraisal Institute

CURRENT LICENSE

State of New York Certified General Appraiser - #46000050707

COMMUNITY ACTIVITIES

Board of Directors, Metropolitan New York Chapter (2018-2020 Term)

- Chair, Education Committee

Current Member of Manhattan Community Board 8 (2017-2019, 2019-2021 and 2021-2023 Terms)

- Zoning and Development Committee Member

APPRAISAL EXPERIENCE

Adam has worked exclusively in commercial real estate appraisal and consulting services and has amassed nearly 16 years' experience in real estate valuation and consulting. Property types appraised include multi-family, retail, industrial, manufacturing, office and institutional with a focus on development land, development rights and ground-leased assets. Appraisal assignments include multi-tenant, single tenant, owner-occupied properties, leased fee and leasehold assignments. Appraisals have been prepared for an assortment of uses including estate and gift tax, tax certiorari, purchase and sale negotiations, litigation and condemnation.

Exhibit P

FX Collaborative Memorandum

FXCollaborative Architects LLP
1 Willoughby Square, 7th Floor
Brooklyn, NY 11201
T 212 627 1700
info@fxcollaborative.com

fxcollaborative

West Park Presbyterian Church

Adaptive Reuse Feasibility Analysis/Partial Demolition

FXCollaborative Architects, LLP

4/1/22

Background

The applicant has retained FXCollaborative to assist in evaluating the feasibility of various development scenarios that preserve all or a portion of the existing West Park Presbyterian Church (WPPC) and would comply with the applicable zoning.

WPPC's facility is a New York City Landmark located at the corner of Amsterdam Avenue and West 86th Street on Manhattan's Upper West Side. The church was built in two phases: the Parish House (a.k.a. "Chapel") to the east was completed in 1885 and the Sanctuary to the west was completed in 1890. The second phase also included the refacing of the Parish House to create a unified exterior treatment. The façade is highly articulated, typical of its Romanesque Revival style, incorporating gables, a large bell tower, arched windows and doors, large stained glass lites, heavily rusticated stone, and carved stoned trim, detail and ornament. (Fig 1)

Figure 1

The church today is in extremely poor condition. Recent engineering inspections have identified dangerous and unsafe conditions. Critically, the red sandstone cladding – a notoriously fragile material - has deteriorated beyond a straightforward repair. Likewise, the interior spaces, which are being used for public assembly functions, lack code-compliant egress, accessibility and fire protection. Bringing the condition of the building up to a state of safe, usable and appropriate repair is a significant hardship to the congregation, which has shrunk to a dozen members.

Scope of analysis

This analysis focuses on the architectural planning feasibility for two adaptive reuse and partial demolition scenarios as follows:

Scenario 1:	Conversion of the two existing buildings to residential use
Scenario 2:	Demolition of the Parish House; construction of a new residential building on the eastern portion of lot; renovation of Sanctuary as community facility

This analysis includes an assessment of the suitability for residential development from an architectural perspective. Zoning, code, preservation and residential planning parameters are considered. It is worth noting that constructability and financial feasibility are referenced, but are not within the purview of this analysis.

Façade Conditions vis-à-vis Adaptive Reuse

Any adaptive reuse scenario, including the two examined, will have to confront the considerable issues posed by the dire state of the existing façade.

The condition of the existing red sandstone façade is unsafe and in need of extensive restoration. Based on the applicant's consulting engineers' visual inspection of the street façade and tower, at least a third of the face stones are cracked, spalled and eroded to such a degree that they need to be replaced. This figure will undoubtedly increase as more extensive and invasive inspections are performed, including probes. The soft, layered, red sandstone façade has proved ill-suited as a façade material; its deterioration is a direct result of exposure to the elements. The condition has been exacerbated by water infiltration behind the face stones, causing the suspected unseen damage (which is likely significant) as well as the ill effects of patching and repointing with inappropriate materials.

Under an adaptive reuse scenario, it is logical and prudent to replace the *entire* sandstone façade with a more durable material. It is theoretically possible to selectively replace the stones and leave some of the historic fabric in place. However, after replacing a minimum of one third of the face stones (likely significantly more) - with the associated scaffolding, invasive construction work, disruption and cost - the remaining sandstone would continue its deterioration. It is difficult to imagine a non-profit organization, a residential condominium or co-operative, a developer or a lender finding this to be an acceptable situation, especially *after* a significant renovation. A rational and conscientious approach is to replace all the existing red sandstone with a cast-stone or other appropriate, stable, long-lasting material.

The wholesale replacement of the red sandstone poses a preservation conundrum. With careful design, such a replacement *could* come close to replicating the profiles, coloration and texture of the existing sandstone; the overall appearance *could* closely resemble a restored version of the existing. Nevertheless, with all the historic fabric removed, the end product would be a facsimile of the original building, not the preserved, authentic artifact.

Scenario 1

Scenario 1 envisions the conversion of the existing building into residential use. To achieve this, the building's façade and roof would need to be stabilized, repaired or likely replaced as noted above. Similarly, given the legal window considerations (see discussion below) it is likely that the roof and roof structure would need to be rebuilt. Almost all of the internal structure would be removed and replaced with new fireproof construction, probably cast-in-place concrete. Four new floors would be inserted in a manner to relate to the existing fenestration and roof lines (Figures 2a and 2b). A new vertical circulation core with egress stairs and an elevator would be constructed near the center of the plan (Figure 4). New utility services would be brought into the site and distributed.

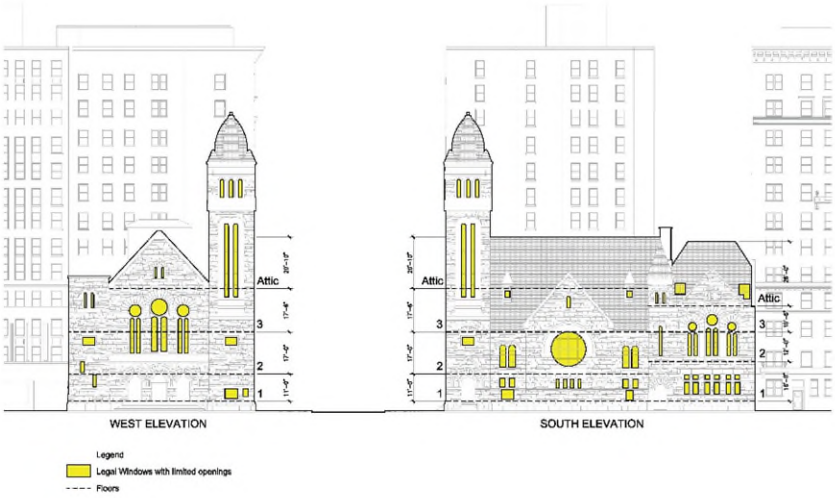


Figure 2a – Existing Windows

Figure 2b – Existing and Proposed Windows

Assuming that the above could be accomplished and the associated cost, constructability and preservation issues resolved, there are considerable additional planning concerns:

- *Street-facing Windows* WPPC's ecclesiastical architecture is primarily opaque, with windows making up only approximately 10% of the street façade (toned yellow in Figure 2a). Of the windows, about half are leaded ("stained") glass. This compares with pre-war residential buildings that are generally in the 22%-27% range and contemporary residential condominiums in the 40% range. In addition, the windows are spaced irregularly with large expanses of opaque frontage.

  It is axiomatic that well-proportioned, regularly spaced windows are critical to the crafting of residential apartment plans. To achieve this, a considerable number of new windows will need to be cut into the "existing" (more accurately, rebuilt) façade and into the roof on the highest floor. One such arrangement is illustrated in Figure 2b, with new windows toned in orange. It is doubtful that this level of intervention would be considered "appropriate" by LPC. In some instances, the Commission has allowed for subtle enlargement of existing openings and on rare occasions, new openings in primary facades. Exacerbating the problem is the predominance of stained glass. The stained glass, with its religious iconography and lack of transparency, could be unpopular with potential residents.

While the Commission has approved the removal of stained glass in at least one other adaptive reuse project, the windows do not allow for the code-required operability for natural ventilation. The windows would need to be replaced in their entirety to comply.

- *Legal Light and Air on North Side* Almost all the existing building's north façade is built on the lot line shared with 176 West 87th Street. As a result, there are no Courts or Yards of suitable dimensions to allow for legally required light and air for residential use on the north side. Without the creation of complying Yards or Courts, about half of the floor area will be unusable. (Figure 3)

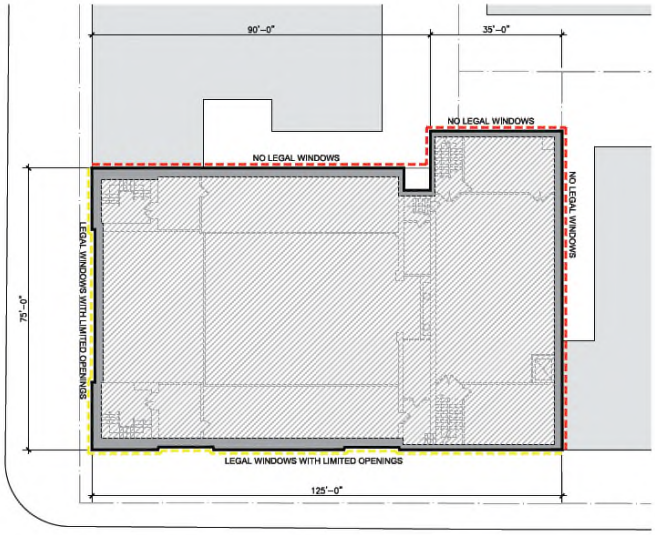


Figure 3 – Plan showing extent of "Legal Windows"

To provide for legal light and air, selective demolition of two portions of the north side of the building would be required. An Inner Court would need to be cut into the north side of the Sanctuary. The required dimension of such a court is 30' x 40' (Figure 4). To provide a complying court a substantial portion of the façade and roof will need to be demolished and reconfigured. While the resulting court will provide the legally required light and air, qualitatively there will be limited, compromised natural light and views especially considering the proximity of the south façade of 176 West 87th immediately to the north. In addition, approximately 12' of the rear of the Parish House will need to be demolished to provide a rear yard that would allow for legal light and air (Figure 4).

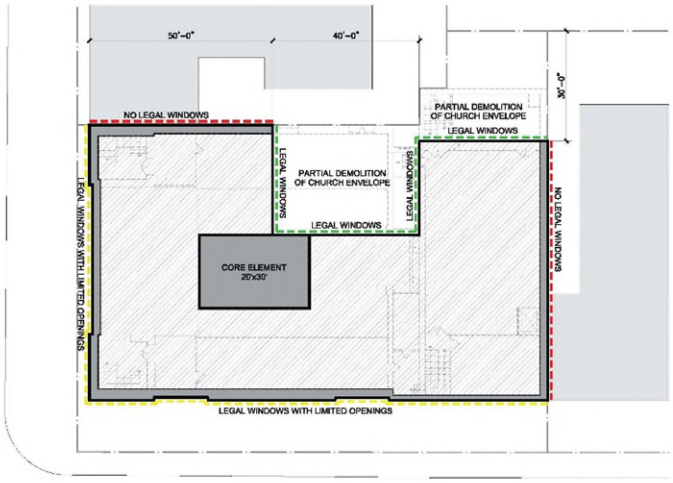


Figure 4 – Plan with Required Courts and Yards

- *Substantial Foundation Modifications:* The incorporation of the new Inner Court (for legal light and air) will introduce a new geometry of load bearing walls on the existing foundation in a manner other than it was designed to accommodate. This will require substantial reinforcement to the existing foundation to redistribute the new loads and maintain requisite structural integrity. The means and methods employed to make these foundation modifications will be invasive and require heavy machinery that could further accelerate the deterioration of the existing building's fabric.

- *Limited, Compromised Floor Area:* A residential conversion within the limited volume of the existing building, including the reductions on the north side to allow for legal light and air, will yield approximately 28,500 Gross Square Feet above grade. Adjusting for normal mechanical factors, this would yield approximately 26,800 Zoning Square Feet or 2.6 FAR. Based on preliminary layouts and accepted planning parameters, the project would yield approximately 20,600 rentable/sellable square feet. Approximately 3,500 sf of sellable area is on the ground floor, all of it facing the street. Since the site is at a busy intersection of two wide streets, the at-grade apartments - will be less desirable. As noted above, the north- facing units would have minimal views and will also be compromised. The street-facing units on floors 2-4 would only be acceptable if there were to be substantial relief from LPC to increase the windows, as discussed above, which would arguably require inappropriate alterations to the existing church.

The minimal yield of attractive, plannable residential floor area is out of proportion to the extensive - and most certainly costly and risky - modifications to the existing structure, which would leave very little of the historical fabric in place. The plan would not provide any space for a community facility.

Scenario 2

Scenario 2 envisions the demolition of the Parish House and a new residential building constructed in its place that cantilevers over a renovated Sanctuary (Figure 5). The Sanctuary would be renovated and brought up to code compliance and a state of good repair to allow for its use for worship services or as a community facility. The Sanctuary's façade and roof would need to be stabilized, repaired and replaced as per the discussion above. In addition, a complex structural operation is required to separate the two building to allow for the Parish House to be demolished and the Sanctuary building to be self-supporting.

Figure 5

After demolition of the Parish House, a new residential building would be constructed in its place. The Parish House portion of the lot is approximately 33’ wide and 100’ deep. A rear yard is required on the northerly 30’ of this sliver, leaving a 33’ X 70’ tower footprint. This is quite small, especially considering the core elements, therefore the upper floors are stepped out and over the church.

The result is a 13-story building containing approximately 35,000 Gross Square feet above grade (38,200 including one cellar) and approximately 32,900 zoning square feet. The ground and second floors would be dedicated to lobby, shared amenity and support spaces and any mechanical spaces that could not fit into the minimal cellar. The resulting net sellable area on floors 3-13 is approximately 23,200 SF with full-floor units, or 20,400 if there are multiple residences per floor (a common corridor would be required and excluded from sellable floor area).

The resulting residential building has significant negative attributes:

- *It yields small, inefficient floor plans.* The residential floor sizes range from 2,285 SF to 3,100 SF. This is comparatively small for mid- and high-rise elevatored buildings. The prerequisite core elements including an elevator, a scissors stair, trash room, electrical closet and common corridor will total approximately 760 SF. The small, inefficient floors coupled with the constrained Cellar and Ground Floors, results in an overall building efficiency (gross to net sellable) is approximately 58%. This compares very unfavorably to the industry standard of about 78%-83%. On floors 3-8, residential planning is compromised because of having only two exposures for windows (Figure 6).

- *It uses approximately one quarter of the site's allowable floor area.* The scheme uses approximately 32,150 ZSF, or 3.17FAR of the total allowable of 12FAR.

- *It is an ungainly form with an awkward relationship to the remaining portion of the Landmark (albeit rebuilt with little / none of the existing sandstone façade remaining).* While cantilevered and corbelled strategies are not intrinsically awkward, their application at this specific site is. The stepping over the church makes for a top-heavy mass that competes with the architectural composition of the steeple tower and gables. Eschewing the cantilever on the upper floors will result in a loss of 3,600 sellable square feet, exacerbating an already highly inefficient condition.

- *It is an overly complex construction.* The small footprint, constrained site conditions and cantilever over the historic structure makes construction difficult and expensive. The core would be pushed up against the neighboring 161 West 86th Street, likely necessitating underpinning. If underpinning permission is not grated the foundation will need to be pulled away from the adjacent building, further compromising the efficiency and planning of the floors above.

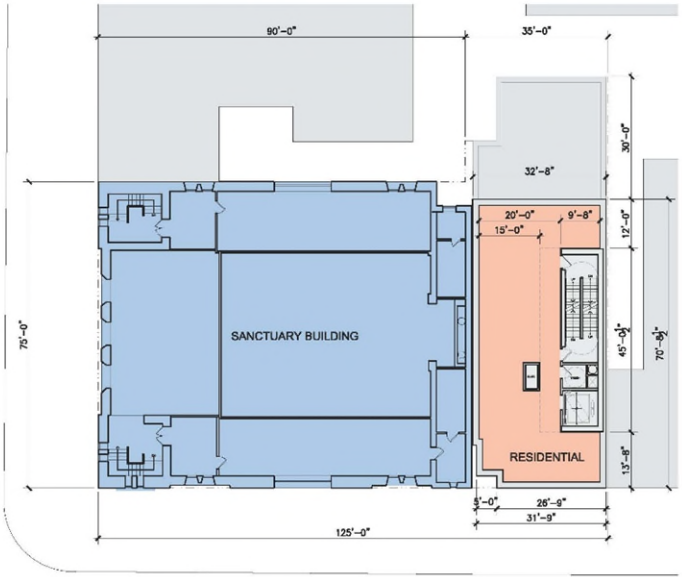


Figure 6

The resulting scheme, if built, would be an extremely inefficient and graceless tower, with an awkward relationship to a rebuilt sanctuary, albeit with none of the historic facade remaining. The building would certainly be very expensive, reflecting its small size, and the complications and risks stemming from its constrained site.

It is worth noting that the massing of this scenario needs to comply with the "Sliver Law", as it is less than 45' wide. Accordingly, it cannot exceed the height of the adjacent, 161 West 86th Street building. If zoning relief were possible (e.g. through a BSA variance), a larger, taller building could be constructed. However, this scenario is even more awkward and complex then the scheme examined above (Figure 7).

Figure 7

Exhibit Q

Alchemy Properties Letter

ALCHEMY
PROPERTIES

KENNETH S. HORN
President

April 4, 2022

Sarah Carroll
Chair
Landmarks Preservation Commission
Municipal Building
One Centre Street, 9th Floor North
New York, NY 10007

Re: West Park Presbyterian Church
165 West 86th Street, New York, NY (the "Property")

Dear Chair Carroll,

I am the President of Alchemy Properties. I am submitting this letter in support of the application by West Park Administrative Commission ("West Park AC") for approval to demolish the West-Park Presbyterian Church (the "Building"), pursuant to NYC Admin. Code § 25-309, on the basis that the Building is not capable of earning a reasonable return.

Alchemy is an experienced developer of more than 30 properties across New York City, including the repositioning of the landmark Woolworth Building and the redevelopment of 378 West End Avenue. Attached is a list of the properties that we have developed in New York City over the last thirty years.

Alchemy has entered into a contract with West-Park Presbyterian Church of New York City, dated March 3, 2022, for the purchase of the Property. The contract is contingent on approval by the Landmarks Preservation Commission of the demolition of the Building. Alchemy has negotiated a demolition contract with Breeze Demolition, dated March 23, 2022, and is prepared to begin demolition of the Building immediately upon Commission approval. Following demolition, Alchemy intends to promptly develop a mixed-use building on the Property containing residential, retail, and community facility uses, which will be as-of-right under the Property's current zoning. The community facility portion will be deeded to West Park.

Alchemy expects to finance the demolition of the Building and the construction of the new building using conventional debt and equity sources. Alchemy has existing relationships with

several lending institutions, including JP Morgan, Bank OZK, HSBC, M&T Bank and has worked with them on similar projects. A commitment letter with a lender would typically be executed within 30 to 60 days of commencement of demolition work.

Thank you for your consideration of this application.

Sincerely,

Kenneth S. Horn

P 212.683.0044 F 212.683.0066 641 Lexington Avenue, Floor 32 | New York, NY 10022

Alchemy Properties
New York City Developments

PROJECTS	ADDRESS	DEAL TYPE
278 8th Avenue- Residential Rental	278 8th Avenue	Residential Rental Development
123-141 West 57th Street	123-141 57th Street	Office Development
378 West End Avenue	378 West End Avenue	Ground-Up Condo
250 West 81st Street	2255 Broadway	Ground-Up Condo
211 E43 at Third Ave.	211 East 43rd Street	Value-Add Office
NOMA Condominium	846 Sixth Avenue	Ground-Up Condo
The Bedford Playhouse	633-647 Old Post Road (Bedford, NY)	Mixed Use
The Woolworth Tower Residences	2 Park Place	Condo Conversion/Renovation
Sackett Union	340 Court Street, Brooklyn	Ground-Up Condo
49 Greene Street	49 Greene Street	Condo Conversion/Renovation
35 XV	35 West 15th Street	Ground-Up Condo
Griffin Court	800 10th Avenue	Ground-Up Condo
Isis Condominium	303 East 77th Street	Ground-Up Condo
Hudson Hill Condominium	462 West 58th Street	Ground-Up Condo
The Sutton	330 East 56 Street	Condo Conversion/Renovation
Oculus Condominium	50 West 15th Street	Ground-Up Condo
Indigo Condominium	125 West 21st Street	Ground-Up Condo
The Lookout Hill Condominium	199 State Street, Brooklyn	Ground-Up Condo
Lion's Head Condominium	121 West 19th Street	Condo Conversion/Renovation
120 Gramercy Hill	118-126 East 29th Street	Condo Conversion/Renovation
Bullmoose Condominium	42-48 East 20th Street	Condo Conversion/Renovation
The Paradigm Building	146-148 West 22nd Street	Ground-Up Condo
Bond Street Lofts	57 Bond Street	Ground-Up Condo
Williams-Sonoma/Pottery Barn	117-127 East 59th Street	Condo Conversion/Renovation
The Keystone Building	38-44 Warren Street	Condo Conversion/Renovation
Soho Greene Condo	20-26 Greene Street	Condo Conversion/Renovation
The Alchemy Condominium	36-40 West 13th Street	Condo Conversion/Renovation
Gramercy Mews Condominium	136 East 19th Street	Condo Conversion/Renovation
65-77 Worth Street	65-77 Worth Street	Condo Conversion/Renovation
31 West 21st Street	31 West 21st Street	Condo Conversion/Renovation
Chelsea Quarter Condominium	129 West 20th Street	Condo Conversion/Renovation

P 212.683.0044 F 212.683.0066 641 Lexington Avenue, Floor 32 | New York, NY 10022

Exhibit R

Breeze National Inc. Contract (Fee Redacted)

Fee Redacted

BREEZE NATIONAL INC.

Corporate Office:
843 S. Ocean Ave.
Freeport NY, 11520
T: (718) 254-8070

Field Office:
31 Bay Street
Brooklyn, NY 11231
F: (718) 254-8071

March 23, 2022
Alchemy Properties, Inc.
800 Third Avenue - 22nd Floor
New York, NY 10022

Attn: Benjamin Charles
Senior Acquisitions & Development Associate

Re: **Demolition of Building**
165 West 86th Street
New York, NY

Breeze National Inc. is pleased to submit the following proposal regarding the above mentioned project.

Scope of Work:

1. Demolish one high 2-Story building, down to sidewalk grade
2. Disposal of all combustible and excess demolished material off-site
3. Crack slab-on-grade for drainage
4. Cellar to be backfilled with brick, concrete and/or CMU from demolished building
5. Obtain proper permits as required (DOB, DOT & FDNY) for building demolition
6. Provide NYS P.E. Signed & Sealed demo drawings to be reviewed and approved by Department of Buildings
7. Utility Disconnects - 1 Water, 1 Sewer, Gas & Electric
8. Extermination as required by DOB Permitting
9. Furnish and install sidewalk shed & scaffolding as required per DOB
10. Furnish and install 8' high plywood construction fence as required per DOB
11. Neighboring protection as required per DOB
12. Insurance: 2 Million + 25 Million
13. Exclusions on following page

Lump Sum Cost: $ [redacted]

Respectfully,

Mario Tobar

Mario Tobar
Breeze National Inc.

Agreed & Accepted,

Benjamin Charles
Alchemy Properties, Inc.

BREEZE NATIONAL INC.

Corporate Office:
843 S. Ocean Ave.
Freeport NY, 11520
T: (718) 254-8070

Field Office:
31 Bay Street
Brooklyn, NY 11231
F: (718) 254-8071

Exclusions:

The following is the list of exclusions but not limited to:

- Bonds. If required, Add 2.5%
- Asbestos/Lead Abatement
- Air monitoring
- Overtime/Premium time
- Change Order Insurance Costs to be added if required
- Architectural Salvage/Restoration
- Temp. power, source of power to be provided by others
- Chain-link fence at the property line, after the demolition is finished
- Site Security
- Hazardous material testing
- Lead testing/monitoring
- Neighboring Agreements
- Cable/Communication line disconnects
- Noise monitoring
- Vibration/Optical Monitoring
- Site Surveying
- Shoring/Underpinning of neighboring buildings if required
- Support of Excavation
- Neighboring tie-backs
- TA Approval/Railroad Insurance
- Waterproofing/Fireproofing
- Dewatering
- Import of new clean backfill
- Contaminated soil
- Fuel oil tanks, if any (AST/UST)
- Liquated Damages and/or consequential damages
- Guarantees & Warranties
- Accounting software fees if required, other than standard AIA requisitioning
- Unforeseen Conditions

Exhibit S

FX Collaborative Architects Contract (Fees Redacted)

Fees Redacted

FXCollaborative Architects LLP
1 Willoughby Square, 7th Floor
Brooklyn, NY 11201
T 212 627 1700
info@fxcollaborative.com

fxcollaborative

March 29, 2022

Ken Horn
Alchemy Properties, Inc
800 Third Avenue, 22nd Floor
New York, NY 10022

Re: 165 W 86th Street, As-of-right New Building

Dear Ken,

It is with great pleasure that FXCollaborative Architects LLP submits our proposal to work with Alchemy Properties to provide Architectural and Interior Architecture Design services for the development site at 165 West 86th Street. Our team can provide the expertise, experience, and innovation necessary to achieve the design aspirations and sustainability goals set for the project, while also meeting the critical cost and efficiency goals needed for it to compete in the Manhattan residential market.

I. PROJECT UNDERSTANDING

Alchemy Properties intends to develop a mixed-use residential, community facility and retail building on a site located on 165 W 86th Street, in the Upper West Side neighborhood, at the corner of two wide streets, Amsterdam Avenue and 86th Street. The property, Tax Lot 1 of Manhattan Block 1217, has 125 feet of frontage along 86th Street, 75 feet of frontage along Amsterdam Avenue, and a lot area of 10,157 sf. The Site is in an R10A zoning district, with a Commercial overlay C1-5 designation for the 100' feet of depth along Amsterdam Ave, and is mapped within the EC-2 Special Enhanced Commercial District for Columbus Avenue and Amsterdam Avenue. There is an existing four-story plus church belonging to West Park Presbyterian Church on site, built and expanded between 1883 and 1890.

Since this building has been identified as a New York City individual landmark, demolition of the existing building is subject to LPC approval. Architectural services related to pursuing the LPC approval for demolition have been provided under a separate agreement.

The site is located within a C1-5/R10A zoning district, which allows for residential uses, community facilities, and commercial uses up to a maximum base height of 150' and maximum building height of 210'. The proposed project consists of a new building containing residential units, a 10,000 sf Community Facility at the ground and cellar floors, and ground floor retail. The residential units are planned to be market-rate condominium residences.

Given the site area of 10,157 sf, an allowable FAR of 10 for residential use and an allowable FAR of 10 for Community Facility use, the maximum permitted residential floor area would be approximately 101,570 ZSF. Adding an initial, conservative 6% factor for mechanical, Zone Green, and Quality Housing deductions, and one cellar level, the total GSF for the building would be approximately 133,324 GSF. Floor area bonuses for Affordable Housing are assumed to be excluded from the project. Because the site is in the Manhattan Core, no automobile parking is required but parking is permitted. Our proposal assumes that no parking will be provided in the building.

The amenities are assumed to include the lobby, mailroom, a lounge and fitness center (full amenity program to be confirmed prior to start of the project). The total amenity space package is assumed to be approximately 4,000 sf of enclosed area and about 2,000 sf of outdoor area, to be confirmed during the Concept phase (exterior landscape design is not part of this proposal).

The Community Facility space will be owned by the Center at West Park and consist of approximately 4,000 sf at the ground floor and 6,000 sf at the lower level, including a two-story performance space. The scope of work for the Center at West Park includes the "Core and Shell": enclosure, entrance, elevator, two egress stairs, slab openings for the two story space and connecting stair and base-building mechanical infrastructure brought to the face of the unit.

The sustainability goals of the project are not yet established, and pursuit of specific certifications are not currently included. FXC will provide an initial workshop with ownership to identify potential sustainability measures and rating system certifications that can be sought on the building. Based upon decisions made

following that meeting FXC would be happy to provide a proposal for Sustainability Consulting services to improve the building's performance and sustainable attributes and/or to pursue any building rating systems desired such as LEED, WELL, Fitwel or Passive House.

II. SCOPE OF SERVICES

Basic Services include the following services.

Scope I - Architectural Design and Architect-of-Record of the Residential Building

A. Schematic Design (10 weeks)

1. Project Management and Administration
2. Meeting Agendas
3. Meeting Minutes
4. Review and evaluation of the program and construction budget furnished by the Owner
5. Develop project performance and planning criteria resulting in a detailed "Basis of Design Document"
6. Develop design, to the Schematic level, for the unit layouts, building massing, exterior design, and layouts of the lobby, residential common areas, and amenity spaces
7. Work sessions with Ownership and marketing teams (approximately weekly)
8. Coordinate core and shell with schematic design of the Church/Community Facility unit developed in Scope IV
9. Develop exterior elevations, preliminary facade section profiles, and finish materials research
10. Preliminary coordination with engineering consultants to determine building systems and planning parameters
11. Code analysis and accessibility compliance review with accessibility consultant at completion of the Schematic Design phase
12. FXC internal Quality Control review
13. Schematic Design deliverables include:
    a) Site plan
    b) Floor plans - on residential floors, typical unit layouts
    c) Preliminary layout of residential common areas and amenity spaces
    d) Floor area tabulations
    e) Schematic building elevations
    f) Project description
    g) Exterior views

B. Design Development (11 Weeks)

1. Project Management and Administration
2. Meeting Agendas
3. Meeting Minutes
4. Coordination with Consultants
5. Work sessions and design presentations to Ownership (approximately weekly)
6. Finalize unit layouts
7. Finalize exterior design and develop exterior elevations, facade section profiles, and exterior finish materials
8. Development of typical technical details of exterior wall design and components coordinated with the exterior wall consultant
9. Finalize floor/core plans and refine core and shell engineering elements coordinated with mechanical, structural, vertical transportation, and all other necessary consultants
10. Preliminary utility coordination
11. Evaluate accessibility compliance with respect to unit layouts and public spaces. Coordinate additional external review of accessibility compliance with accessibility consultant (to be retained by Owner)
12. Code analysis
13. Provide information to assist the Construction Manager in cost estimating
14. FXC internal Quality Control review
15. Design Phase deliverables include:
    a) Site plan
    b) Building floor plans including base building, unit layouts, and public spaces
    c) Exterior elevations
    d) Enlarged exterior elevations
    e) Building sections
    f) Exterior wall sections and technical details at typical conditions
    g) Reflected ceiling plans
    h) Area tabulations
    i) Outline Specification

j) 3 Exterior Renderings

C. Construction Documentation (18 Weeks)

1. Project Management and Administration
2. Meeting Agendas
3. Meeting Minutes
4. Coordination with Consultants
5. Progress meetings with Ownership
6. Issuance of 50% Construction Documents
7. Final dimensional control and coordination
8. Final specifications (CSI format)
9. FXC internal Quality Control review
10. Evaluate accessibility compliance with respect to unit layouts and public spaces. Coordinate additional external review of accessibility compliance with accessibility consultant (to be retained by Owner)
11. Create and issue detailed and coordinated Construction Documents for the Construction Manager to use in creating a GMP Bid Package
12. Preparation of Department of Building full building filing drawings and permitting coordination with code consultant/expeditor
13. Provide architectural information needed to the Civil Engineer for their use in preparing the Builders Paving Plan for filing with appropriate agencies.

D. Bidding & Construction Administration (100 Weeks)

1. Assist owner in evaluating bids for major trades. Limited to three (3) bidders per major trade
2. Review contractor proposed substitution requests, provided contractor completes FXC's substitution request form and provides adequate information to evaluate suitability of substitution
3. Review and take appropriate action on shop drawings submitted by the contractors for conformance with information given and design intent. Ten (10) working days shall be turn around for submittals, provided that the contractor submits and adheres to a schedule of submissions at the outset of construction.
4. Review and respond to RFI's.
5. Issue clarification sketches when necessary to clarify design intent.
6. Attend weekly construction phase meetings. Assumes the meetings will be virtual and FXC's participation will commence at the start of the construction of the building superstructure.
7. Site visits with corresponding reports for purpose of determining, in general, if the work observed is being performed in a manner indicating that it will be, when completed, in accordance with construction documents and aesthetic design intent. Assumes one bi-weekly visit.
8. Amended filing drawings required for the Certificate of Occupancy walk-thru and sign-off from the DOB.
9. Monitor project close out.
10. Review or provide documents as reasonably required by projects financers, provided such documents or requests do not require knowledge, services, liability, or responsibilities beyond the scope of this proposal. .
11. Provide one (1) punch list for each apartment unit type, (1) punch list for each common area and (1) punch list for back of house/MEP spaces.
12. Review and provide recommendation on the validity of change orders.

<u>Scope II - Residential Interior Architectural Design of the Residential Building</u>

A. Schematic Design (6 weeks)

1. Initial meeting to develop and discuss image, concept, level and quality of materials, finishes, furniture and requirements for the interiors of the project.
2. Present preliminary designs showing character of design intent, and preliminary materials palette and furniture plans. A maximum of two options will be prepared for each space. Initial materials palette and vision board prepared at this stage are for design intent, to be further refined during Design Development phase.
3. Attend design and coordination meetings and presentations as required
4. Deliverables include:
   a) Preliminary lobby, amenity space, and typical kitchen/bath finish plans
   b) Preliminary sample selections or images of interior finish materials and color palette for lobby and amenity
   c) Basis of Design Narrative for the interiors scope

B. Design Development (11 weeks)

1. Develop detailed and coordinated Design Phase drawings and specifications for Interiors package.

2. Based on Client input, refine selection of materials palette, develop details of finish materials and trim profiles, selection of interior surface treatments and finishes, flooring and carpet selections, and hardware finishes.
3. Integrate interior lighting design (in coordination with Lighting Designer)
4. Attend design and coordination meetings and presentations as required
5. Develop typical millwork and casework details
6. FXC internal Quality Control review
7. Deliverables include:
   a) Interior elevations and finish plans
   b) Reflected ceiling plans
   c) Millwork and casework drawings
   d) Fixture and appliance selection
   e) Outline specifications for the interior architecture design scope
   f) Up to 9 interior renderings anticipated to cover:
      i. Lobby: 1 rendering
      ii. Elevator: 1 rendering
      iii. Corridors: 1 rendering
      iv. Kitchens: 2 renderings
      v. Bathrooms: 2 renderings
      vi. Amenities: 2 renderings
   g) Changes post-Design Development will be an additional service.

C. Construction Documents Phase (18 Weeks)

1. Coordination with FXC Architecture team, engineering, consultants, and CM team.
2. FXC internal Quality Control review
3. Progress issuance of Construction Documents including
   a) Interior elevations and finish plans
   b) Reflected ceiling plans
   c) Millwork and casework drawings
   d) Typical interior details and details of critical interfaces of finishes
   e) Interior Finish, Fixture, and Appliance Schedules

D. Construction Administration (100 weeks)

1. Review and take appropriate action on shop drawings submitted by the contractors for conformance with information given and design intent related to interior architecture scope. 10 working days shall be turnaround timeframe for submittals, provided that the contractor submits a schedule of submissions at the outset of construction. This proposal assumes a maximum of 200 Submittals. This proposal assumes one original and one resubmittal. Additional resubmittals will be additional services.
2. Review the mockup shop drawings for the residential kitchen millwork, bathroom millwork, and tile only. Review the residential kitchen and bathroom shop drawings beyond the mockup for finish only.
3. Review of material samples.
4. Review of visual interior mockups.
5. Review and respond to RFI's. This proposal assumes a maximum of 20 RFI's. Additional RFI's will be additional services
6. Site visits for the purpose of determining, in general, if the contractor's installed work observed is being performed in a manner indicating that it will be, when completed, in accordance with construction documents and aesthetic design intent. Assumes one bi-weekly visit when finish work is in progress.
7. Monitor project close out.

Scope III: Interior Residential Furniture Selection & Documentation (10 Weeks)

1. During the Design Development Phase, FXC will begin to develop the furniture and accessories, limited to furniture, decorative pillows, area rugs, free standing lighting, and window treatment concept package. If any accessories beyond this scope are requested, the fee for specifying and coordinating will be billed hourly.
2. Furniture will be presented to the client for review and approval. This can align with the DD or the CD phase, on the request of the client or can be completed between CD and CA. A timeline is to be established at the kickoff meeting for the Interior Architectural Design SD phase.
3. Furniture concept to be developed based on Interior Architectural Design and coordinated with the Interior Architectural layout, finishes and concept.
4. FXC will provide two (2) presentations for the furniture and finishes.
5. Art to be selected with the assistance of an art consultant, to be retained by the owner with assistance of FXC. This will be billed hourly.

6. FXC will provide an FFE Specification Book for pricing and procurement by the purchasing agent. This will include furniture, free standing light fixtures, area rugs, and pillows, FFE Specification book to include placement plans and elevations.
7. FXC will work with the client to maintain the established budget with the aid of a Purchasing Agent, to be retained by owner. This is to be billed hourly.

Scope IV – Community Facility Layout & Integrated Coordination

A. Programming Phase (10 weeks)

1. Review existing church facilities and quantify the existing spaces
2. Meet with leadership every two weeks regarding mission, organizational structure, and activities within the church spaces
3. Develop a tabular spatial program that defines space allocation and performance requirements – quantitative and qualitative
4. Determine spatial adjacency requirements
5. Provide up to three organizational stacking/planning diagrams
6. Finalize the tabular space program
7. Develop the preferred stacking/planning strategy

B. Schematic Design (8 weeks)

8. Project Management and Administration
9. Meeting Agendas
10. Meeting Minutes (4 meetings maximum with Church representation)
11. Review and evaluation of the program and construction budget furnished by the WPPC prior to the start of the project
12. Develop project performance and planning criteria resulting in a detailed "Basis of Design Document"
13. Develop design, to the Schematic level, for the Community Facility/Church layouts
14. Coordinate Community Facility/Church with core and shell
15. Preliminary coordination with engineering consultants to determine building systems and planning parameters. (Low voltage systems are excluded and assumed to be design-build by a vendor/subcontractor)
16. Code analysis and accessibility compliance review with accessibility consultant at completion of the Schematic Design phase
17. FXC internal Quality Control review

C. Design Development (8 Weeks – concurrent with second half of base building DD phase)

1. Project Management and Administration
2. Meeting Agendas
3. Meeting Minutes
4. Coordination with Consultants
5. Work sessions and design presentations to WPPC (approximately weekly)
6. Finalize Community Facility/Church layouts
7. Finalize floor/core plans and refine core and shell engineering elements coordinated with mechanical, structural, vertical transportation, and all other necessary consultants
8. Preliminary utility coordination
9. Evaluate accessibility compliance with respect to unit layouts and public spaces. Coordinate additional external review of accessibility compliance with accessibility consultant (to be retained by Owner)
10. Code analysis
11. Provide information to assist the Construction Manager in cost estimating
12. FXC internal Quality Control review

D. Construction Documentation (10 Weeks – concurrent with second half of base building CD phase)

1. Project Management and Administration
2. Meeting Agendas
3. Meeting Minutes
4. Coordination with Consultants
5. Progress meetings with IBC/ICS
6. Issuance of 50% Construction Documents
7. Final dimensional control and coordination
8. Final specifications (CSI format)
9. FXC internal Quality Control review

10. Evaluate accessibility compliance with respect to Community Facility/Church spaces. Coordinate additional external review of accessibility compliance with accessibility consultant (to be retained by Owner)
11. Create and issue detailed and coordinated Construction Documents for the Construction Manager to use in creating a GMP Bid Package

E. Bidding & Construction Administration (100 Weeks)

1. Assist owner in evaluating bids for major trades. Limited to three (3) bidders per major trade. It is assumed this scope will be built by the same CM as the base building.
2. Review contractor proposed substitution requests, provided contractor completes FXC's substitution request form and provides adequate information to evaluate suitability of substitution
3. Review and take appropriate action on shop drawings submitted by the contractors for conformance with information in the Construction Documents and design intent. Ten (10) working days shall be turn around for submittals, provided that the contractor submits and adheres to a schedule of submissions at the outset of construction.
4. Review and respond to RFI's.
5. Issue clarification sketches when necessary to clarify design intent.
6. Attend construction phase meetings on an as needed basis, 30 total meetings assumed. Assumes the meetings will be Virtual and FXC's participation will commence at the start of the construction of the building superstructure.
7. Site visits with corresponding reports for purpose of determining, in general, if the contractor's installed work observed is being performed in a manner indicating that it will be, when completed, in accordance with construction documents and aesthetic design intent. Assumes one bi-weekly visit.
8. Amended filing drawings required for the Certificate of Occupancy walk-thru and sign-off from the DOB.
9. Monitor project close out.
10. Provide one (1) punch list for each apartment unit type, (1) punch list for each common area and (1) punch list for back of house/MEP spaces.
11. Review and provide recommendation on the validity of change orders.

Scope V: Community Facility Furniture Selection and Documentation Fee:
(Optional by FXC. Alternatively, Client to procure by others)

1. If selected, to be performed simultaneously with Scope IV above.
2. Provide wall, floor, and ceiling finish schedules.
3. Develop and document interior elevations of Community Facility/Center at West Park spaces including the performance space, entry lobbies, office, and washrooms.
4. Develop and document reflected ceiling plans.
5. Design and document elevator cab elevations and details.
6. Design and document the open stair
7. Document details associated with architectural fit-out and finishes.

III. STAFF QUALIFICATIONS

The following personnel at FXCollaborative are anticipated to be working on this project.

Design Partner / Partner-in-Charge:	Daniel J. Kaplan FAIA, Senior Partner
Interior Architecture Lead:	Kimberley Petredis, NCIDQ

IV. CONSULTANTS

The following consultants will be required for the completion of this project. It is assumed that these consultants will be retained directly by the client. All consultants should be engaged prior to the start of Design Phase.

Accessibility Consultant / Peer Reviewer
Acoustical Consultant
Civil Engineer
Code Consultant / Permit Expeditor
Exterior Envelope Consultant (exterior wall, roofing and foundation waterproofing)
Energy Modelling
Geotechnical Engineer
Graphic / Signage Designer
Landscape Architect
Lighting Consultant
Mechanical, Electrical, Plumbing, IT and Fire Protection Engineer

Residential Marketing Consultant
Security
Structural Engineer
Surveyor
Telecommunications / AV
Vertical Transportation Consultant

V. PROJECT SCHEDULE

It is anticipated the project will start in the third quarter of 2022 and be completed by end of 2025, as outlined below. Early packages or accelerated filing are not anticipated or included in this proposal.

Phase	Duration
Schematic Design	10 Weeks
Design Development	11 Weeks
Construction Documents	18 Weeks
Construction Administration	100 Weeks

VI. COMPENSATION

Fee for Basic Services

Compensation for Architectural, Interior Architectural design, and Furniture Selection and Documentation Basic Services performed by FXCollaborative, as described above, is as follows. All fees are exclusive of applicable state and/or local sales taxes, and do not include any consultant services.

Scope I - Architectural Design and Architect-of-Record of the Residential Building:
$[redacted])
The fee shall be broken down by phase as follows:
Schematic Design [redacted]
Design Development [redacted]
Construction Documents [redacted]
Construction Administration [redacted]
Total [redacted]

Scope II - Interior Residential Architectural Design Fee:
$[redacted])
The fee shall be broken down by phase as follows:
Schematic Design $ [redacted]
Design Development $ [redacted]
Construction Documents $ [redacted]
Construction Administration $ [redacted]
Total $[redacted]

Scope III – Interior Residential Furniture Selection and Documentation Fee:
[redacted]
The fee shall be broken down by phase as follows
Design and Documentation $[redacted]
Total $ [redacted]

Scope IV - Community Facility Layout & Integrated Coordination:
$[redacted])
The fee shall be broken down by phase as follows:
Programming $ [redacted]
Schematic Design $ [redacted]
Design Development $[redacted]
Construction Documents $[redacted]
Construction Administration $ [redacted]
Total $[redacted]

Scope V - Community Facility Furniture Selection and Documentation Fee:
[redacted]
The fee shall be broken down by phase as follows
Design and Documentation $ [redacted]
Total $ [redacted]

Notes:

1. *Basic Services for Construction Administration phase includes up to 4,600 FXCollaborative personnel hours for Scope I, 450 hours for Scope II, 170 hours for Scope III, 675 hours for Scope IV, and 170 hours for Scope V. Construction Administration time required beyond this shall be billed hourly as an Additional Service.*
2. *Scope I Architectural Services fees will increase by 5% if coordination is required with an interior architecture designer other than FXC for Scopes II or IV. Alternatively, FXC will be commissioned to provide the Construction Documents and Construction Administration.*

A retainer payment of $50,000 will be due prior to commencement of services and will be applied against the final invoice(s).

Sales Tax Notification
Interior design, FF&E, and interior lighting design services are subject to state and local sales tax in the State of New York. Invoices for these services will include a line item stating the applicable sales tax due on the amount invoiced. Services provided in NYC are exempt from local tax, but are subject to NYS tax. If FXC retains these services through consultant(s), the sales tax amount will be passed onto the client for reimbursement.

Additional Services
Services not part of Basic Services or above and beyond the general scope of services will be billed as Additional Services. Should the project scope or schedule substantially change, our fees will be reviewed with the client and adjusted accordingly by mutual agreement. Compensation for Additional Services will be based on a lump sum fee where the scope can be determined in advance of the start of additional work. Where the scope cannot be determined in advance, compensation will be based upon the hourly rates listed below.

Hourly Rate Schedule:

Senior Partner	$500
Partner	$420
Principal / Project Director	$320
Sr. Architect / Sr. Designer / Sr. Planner III	$280
Sr. Architect / Sr. Designer / Sr. Planner II	$240
Sr. Architect / Sr. Designer / Sr. Planner I	$200
Architect / Designer / Planner III	$170
Architect / Designer / Planner II	$150
Architect / Designer / Planner I	$140
Senior Model Maker	$170
Model Maker	$130
Project Administrator	$125

These billing rates are effective through 31 December 2022 and may be adjusted annually, in accordance with the Architect's adjustments in compensation for partners and employees.

Reimbursable Consultants
The services of consultants are not included in the Fee. Any consultants retained by FXC will be billed at their actual cost plus ten percent.

Reimbursable Expenses
All normal reimbursable expenses including transportation, printing and plotting services, photography, project website, file transfer, long distance telephone calls, messenger services, facsimile transmission charges, express charges, and express mail services shall be billed at their actual cost plus ten percent.

Payment Terms
Monthly invoices will be based upon the percentage of work completed and will include fees for Basic Services, Additional Services, and Reimbursable Expenses. Invoices are payable within 30 days of receipt. For fees delinquent more than 30 days from the invoice date, a finance charge of 1-1/2% per month will be added. Upon 7 days written notice, FXC shall stop work if invoices remain unpaid 30 days following the invoice date. No deductions shall be made from FXC's compensation on account of penalty, liquidated damages, or setoff.

VII. ASSUMPTIONS AND QUALIFICATIONS

1. The proposed fees are based upon the above-described design and construction phases occurring sequentially with durations as noted above. Significant changes from the assumed schedule, including periods of suspension, hold or delay totaling in excess of one (1) week over each design phase or extensions of the project schedule, will result in equitable adjustments of the fee. Any work completed during a suspension of the work or in between phases will be billed on an hourly basis.

2. All fees are quoted in 2022 Dollars with reasonable assumptions for escalation. If the CPI exceeds 3% per annum, an equitable adjustment of the fee will be made.

3. Basic Services include document issuances at the following milestones. Intermediate packages are not included in this scope.
   - Schematic Design
   - Design Development
   - 50% Construction Documents
   - Issue for Construction
   - DOB Filing
4. Attorney General Narrative and Plans are included in base fee for up to 95 individual residential condominium units only. It is assumed the remainder of the project will be filed as two commercial condominium units for the retail and for the church (not requiring plan and narrative filing) to cover the residential rental units and commercial/retail elements. The fee includes one client, attorney or Attorney General requested revision to the Attorney General report. Any additional requested changes, alterations or revisions to the Attorney General Report will be charged hourly per attached rate schedule. Tax Lot plans and associated filings are included in base fee for the same building portions and divisions noted above. The fee includes one set of tax lot plans. Any client or attorney requested changes, alterations or revisions to the tax lot plans will be charged hourly per attached rate schedule.

5. Presentation to and development of material for government agencies not part of the As-of-Right process will be Additional Service.

6. Demolition drawings are not included.

7. Vault design and documentation work, if required by ConEdison, shall be an Additional Service.

8. Mock-Ups or Model Apartments/Rooms shall be an Additional Service.

9. For Scope I, the community facility space will be designed as core and shell.

10. Basic Services includes renderings created in-house by FXC staff. Professional-level models, renderings and computer animations shall be Additional Services.

11. Development of marketing plans, illustrations, or renderings, and any tenant presentations will be billed on an hourly basis as Additional Services.

12. Custom "free-standing" furniture designed by FXC will be billed hourly as an Additional Service. "Fixed" furniture such as reception desk and built-in seating areas in the lobby are included in Interior Architectural Design Basic Services.

13. Residential unit finishes shall exclude typical wall and ceiling finishes. It is assumed that these surfaces shall receive a neutral painted finish.

14. The Scope II fee assumes an amenities package including lounges, fitness center, totaling approximately 4,000 SF of enclosed area. No swimming pool is anticipated. More extensive amenities will require an adjustment in fee. Rooftop, terrace and other outdoor FF&E and landscape design are excluded.

15. Changes to the unit mix and/or building program after the first three weeks of Design Development impacting more than 10% of the units and/or areas will be Additional Services. Any changes to the unit mix and/or unit layouts after the completion of Design Development will be Additional Services. The client will provide the unit mix and unit areas to the architect prior to the start of Schematic Design.

16. Major revisions to our work that are inconsistent with previous direction or otherwise required for reasons beyond our control shall be Additional Services.

17. If ownership opts to have Interior Architectural Design services (Scope II, IV or V) completed by a firm other than FXCollaborative then:
    a. An Interior Architect will be retained directly by Ownership for the residential interior architectural design including lobby, elevator cabs, amenities, amenity terrace, common corridors, kitchens, baths, flooring, doors and trim and other typical finishes and FF&E.
    b. The Interior Architect is responsible for developing drawings (including but not limited to finish, fixture and appliance schedules, plans, enlarged plans, RCP's, location on plans of power/tel/data receptacles, elevations, sections and details as necessary to define the interior scope) and specifications for the interior architectural design following the same schedule as FXCollaborative and to provide drawings and specifications to FXCollaborative to be included in the milestone packages listed above. FXCollaborative will coordinate with and include the Interior Architect's drawings and specifications into the milestone packages to the same level and as typically done with other design team consultants.
    c. FXCollaborative's fees will increase as noted in the compensation section to account for additional coordination time required.
    d. FXCollaborative and an Accessibility Consultant will review the Interior Architect's designs for compliance with New York City Building Code and applicable Accessibility regulations. However, it is assumed that the Interior Architect understands the relevant codes and regulations and will develop their designs accordingly. Significant and/or repetitive reworking of the Interior Architect 's work is not included in FXC's fee and will be invoiced hourly as an Additional Service.
    e. The Interior Architect shall indemnify and hold harmless FXC from all costs and expenses, including the cost of defense, related to claims, damages, losses, and causes of action to the extent arising out of or resulting from any negligent act or omission of the Interior Architect or its consultants and contractors.

18. For this project we are anticipating up to 7 unique residential floor plans with a maximum of 15 unique unit layouts. Additional unique floor plans or layouts will require a corresponding adjustment in fees. Unit layouts are limited to one original design and two revisions per unit. There will be standardized kitchen and bathroom types across the project and there will be up to three kitchen types and up to six bathroom types. It is assumed that there will be one finish palette for all units.

19. Architect's coordination services shall consist of coordinating its documents with those of the other design consultants and managing the overall coordination process among design consultants. Owner-retained consultants shall be responsible for the coordination of their services and documents with those of the architect and other design consultants. Any redesign or schedule extension due to such consultants' failure to coordinate in a timely manner shall be Additional Services.

20. Surveys and Geotechnical investigations are to be provided by Owner.

21. Developing a Fire Protection Plan with input from MEP and FP engineer is included in base fee. One submission and follow up for initial approval is included. If additional submissions are required, they shall be billed as additional services.

22. Sustainability consultancy services, targeting any LEED certification or similar, are excluded. FXC can offer sustainability consultancy as an additional service.

23. Basic Services assume that a permit expeditor will be retained directly by the Owner and limits architect's coordination to 40 hours; however, any required filing drawing revisions are included in Basic Services. The cost of permits and filing fees are excluded. The project will not be self-certified.

24. Builders Pavement Plan, Department of Buildings and Department of Transportation site and safety plans, FEMA elevation plans and certificates, FDNY Fire Safety and Evacuation and Emergency Action Plans or documents, any plans or other documents related to crane and hoist approvals, and any other similar Agency-required documents are excluded.

25. Architect will provide 1 (one) filing set for the project which will be revised per comments from DOB. Any partial or early filing sets will be Additional Services.

26. FXC will provide amended filing drawings required for the Certificate of Occupancy walk-thru and sign-off from the DOB. As-built drawings, record drawings, or any other modifications to the final construction documents to reflect as-built conditions will be based wholly on information provided by the Construction Manager and billed on an hourly basis as an Additional Service.

27. Special inspections, progress inspections, and final inspections of any work types are excluded.

28. This proposal and fee structure assumes this to be a Construction Manager structured project with periodic value engineering, etc. Cost Estimating, front-end to bid documents, administration of the bidding, and administration of the construction contracts shall be provided by the Construction Manager. In addition, it is anticipated that a detailed construction cost estimate will be prepared by the Construction Manager at the conclusion of the Schematic Design and Design Development phases. This estimate will be reconciled within 2 weeks of the conclusion of the phase and the reconciled scope of the estimate will be the basis for the completion of subsequent phases.

29. Value Engineering decisions provided to the design team more than 2 weeks after the conclusion of the Design Development Phase resulting in changes to the architectural drawings will be Additional Services.

30. The Owner acknowledges that issuance of early packages in advance of completion of design, or fast-tracking, will likely require associated coordination, design and redesign of parts of the Project after documents are issued, all of which events may cause an increase in the cost of the work and/or in an extension of the Project construction schedule. Any significant additional coordination, redesign, or extension of schedule shall be an Additional Service. Early packages are not part of this proposal and will be additional services.

31. Any material deviation from or modification to FXC's General Requirements (Division 01) of the specifications, will require evaluation and acceptance by FXC, and will constitute Additional Services if any such deviation or modification results in additional efforts, responsibility, or liability. Owner shall be responsible for coordinating the Construction Contract's General Conditions (Division 00) with FXC's General Requirements.

32. Construction Documents, Addenda, or Bulletins developed and/or issued after Issue for Construction, required for reasons other than Architect's fault, will be Additional Services.

33. This proposal assumes the use of Bluebeam, hosted by FXC for shop drawing review. Use of other pdf markup tools other than Bluebeam, hosted by FXC, for review of shop drawings, will require evaluation and acceptance by FXC and may result in changes to the project scope and fee.

34. FXC participation in CM or MEP trade coordination meetings is limited to answering RFIs generated from these meetings. FXC attendance at CM MEP trade coordination meetings will require evaluation and acceptance by FXC and may result in changes to the project scope and fee.

35. Basic Services for Construction Administration phase includes up to Basic Services for Construction Administration phase includes up to 4,600 FXCollaborative personnel hours for Scope I, 450 hours for Scope II, 170 hours for Scope III, 675 hours for Scope IV, and 170 hours for Scope V. Construction Administration time required beyond this shall be billed hourly as an Additional Service. On-site presence beyond the limited visits described or clerk-of-the-works services are not included in Basic Services. Incorporating substitutions into the documents after CD phase is additional services.

36. Basic services for reviewing submittals assumes the CM has reviewed each submittal prior to submitting to FXC. Submittals sent to FXC without prior review by the CM will be returned to CM without review by FXC and administration time will be invoiced as an Additional Service.

    All submittals will be reviewed once with one follow up review to confirm that any comments, concerns and or issues have been addressed. Any additional reviews of submittals will be charged as Additional Services. It is the responsibility of the Construction Manager to manage the Submittal process, logging and tracking all Submittals. Any expedited submittal review should be coordinated in advance with the design team. For Record submittals review is not included in Basic Services.

    This proposal assumes a maximum of 1,400 Submittals.

37. It is the responsibility of the Construction Manager to manage all RFIs, the RFI process, logging and tracking all RFIs, and to avoid issuing RFIs on information readily available in the construction documents. The CM's use of RFIs to confirm conversations or meetings with the Design Team will be returned by FXC without review. This proposal assumes a maximum of 150 RFIs. Additional RFIs will be Additional Services.

38. FXC will assist Owner's Purchasing Agent to place FF&E orders and will review the placement of FF&E, but will not have responsibility for arranging or negotiating storage, delivery or movement of the FF&E. Client to inspect deliveries upon arrival to site.

39. Basic Services include one (1) punch list for each apartment unit type, (1) punch list for each common area and (1) punch list for back of house/MEP spaces. Additional punch list visits are Additional Services.

40. Design of construction bridges, fences, and other temporary structures is excluded.

41. Causes of action between the parties to this proposal pertaining to acts or failures to act occurring prior to Substantial Completion shall be deemed to have accrued and the applicable statutes of limitations shall commence to run as of the date of Substantial Completion.

42. FXC shall be entitled to rely upon the accuracy and completeness of services and information furnished by the Owner or on its behalf.

43. FXCollaborative as architects do not render any decision, interpretation, or recommendation regarding questions of law or which may be construed as constituting a legal opinion with regard to zoning. It is recommended that the owner have their land use attorney review zoning for the project.

44. Layouts will be designed to NYC Building Code and Fair Housing Act standards. All layouts and applicable project drawings and specifications, including Architectural, Interior, Site/Civil & Landscape, MEP/FP, FA, and AV/IT scopes, shall be reviewed and certified by an owner-retained Accessibility Consultant ("Accessibility Consultant") for compliance. At a minimum, the Accessibility Consultant shall review documents at the conclusion of Concept Design and Design Phases and at approximately 75% completion of Issue for Construction and consult on specific design conditions as needed. During the Construction Administration Phase, the Accessibility Consultant shall review applicable submittals and the progress of construction periodically, and provide confirmation that installed work is in compliance with accessibility laws.

45. To the fullest extent permitted by law, the client shall defend, indemnify, keep and hold FXCollaborative and its consultants, and their respective agents, partners, principals and employees from and against, claims, damages, losses, penalties, actions, suits, judgments or liabilities including costs, expenses, and disbursements, legal or otherwise, to which they may be subject because of any act or omission of the client, the Contractor/ Construction Manager, and their respective agents, employees, subcontractors, consultants, or permittees in connection with this Agreement.

46. FXC's aggregate liability in connection with the services rendered for this project shall be limited to the available proceeds of applicable insurance policies.

VIII. DESIGN TECHNOLOGY CRITERIA

FXC leverages design technology as an integral element of our process. Building Information Modeling (BIM) is the main documentation and coordination platform, which provides the design team a data-rich environment for collaboration. As such, our proposal and fee are predicated on the design of the project being developed in BIM and adhering to the following criteria.

A. Using Revit, the BIM will be developed in accordance with FXC's BIM Execution Plan.

   1. All major consultants shall work concurrently in BIM to coordinate and document the project, exchanging models weekly, or as otherwise required.
   2. All major consultants shall generate drawings from the BIM, and the BIM elements shall have appropriate levels of development and accuracy, as set forth in the BIM Execution Plan.
   3. Client-retained consultants are to maintain coordination and quality assurance checks of their BIM and Documents, and notify the FXC of known conflicts. Evidence of coordination and

quality control shall be submitted at milestones. Redesign due to a lack of coordination will be Additional Services.

4. The model developed by the design team ("Design BIM") is for design intent, as an aid in developing the required design documentation and supporting the design coordination process. As such it will not include the level of detail and coordination required of a BIM used for construction ("Construction BIM"), and is not intended to be clash-free.

B. Upon request, the Design BIM may be furnished to the client.

1. The Design BIM data does not supersede or replace information contained on the record hard copies of the construction documents as issued by FXC, and as such should not be relied upon for construction, code validation, quantity take-off, cost estimation, scheduling, as-builts, or other uses. Should the client wish to utilize BIM technology for such uses, they shall retain the construction manager, or similar third party, to manage the creation of a Construction BIM.
2. Following the commencement of construction, the design team's responsibility to make revisions to the Design BIM will be limited to those made in connection with its responsibility for governmental filings. All other changes shall be the responsibility of the construction manager or similar third party, and shall be made in the Construction BIM.

C. There are numerous factors which may result in errors or discrepancies in electronic data, including without limitation, translation errors resulting from differences in computer software, hardware and related equipment, disc malfunctions and user errors. Accordingly, FXC has no responsibility for or makes no representations regarding the accuracy of the information contained in electronic files once transferred outside of FXC's offices.

D. Newforma, hosted by FXC, will be used for electronic Project Information Management ("PIM") that is within our scope. Construction Administration Submittals and RFIs are to be uploaded by the Contractor and responded to by Consultants in FXC's cloud-based Newforma portal. Use of a PIM other than Newforma or additional administrative responsibilities will require evaluation and acceptance by FXC and will result in additional fees.

IX. FORM OF AGREEMENT

Except as otherwise stated herein, terms and conditions shall be consistent with the AIA Document B132 - 2019 Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition, which is incorporated by reference.

X. CONCLUSION

We are excited to be working with Alchemy Properties. Please let me know if you have questions regarding the contents of this proposal or if you require further information. This proposal is valid for sixty (60) days. Your signature on this proposal along with a payment of $50,000 which will be credited to the final invoice(s) will be our authorization to proceed. Kindly return a copy of the signed proposal at your soonest convenience.

Sincerely,

Daniel J. Kaplan, FAIA, LEED Senior Partner

Cc: Blake Goodman, Alchemy ABR
Brian Fanning, FXCollaborative
Kenneth Bohall, FXCollaborative
Irina Rice, FXCollaborative

Agreed to and Accepted by:
Alchemy Properties

_____ _____
Signature Date

_____
Name & Title

Exhibit T

New Building Rendering and Zoning Summary


photos
health
beauty
Amsterdam Av
Amsterdam Av

Block	1217
Lot	1
Zoning	C1-5
Lot Area	10,157

35-21 Residential bulk set by residential equivalent

35-22 *Residential Equivalents*

C1-5 = R10A

Bulk regulations set by 23-66 but modified by 35-65

		FAR	ZFA
23-153	*Residential*	10	101,570
33-123	*Community Facility*	10	101,570
33-121	*Commercial*	2	20,314

35-651 *Street Wall Location*

(b) *Regs for wide streets*

(1) Street wall located on the street line

Extend for the entire street line up to minimum base height

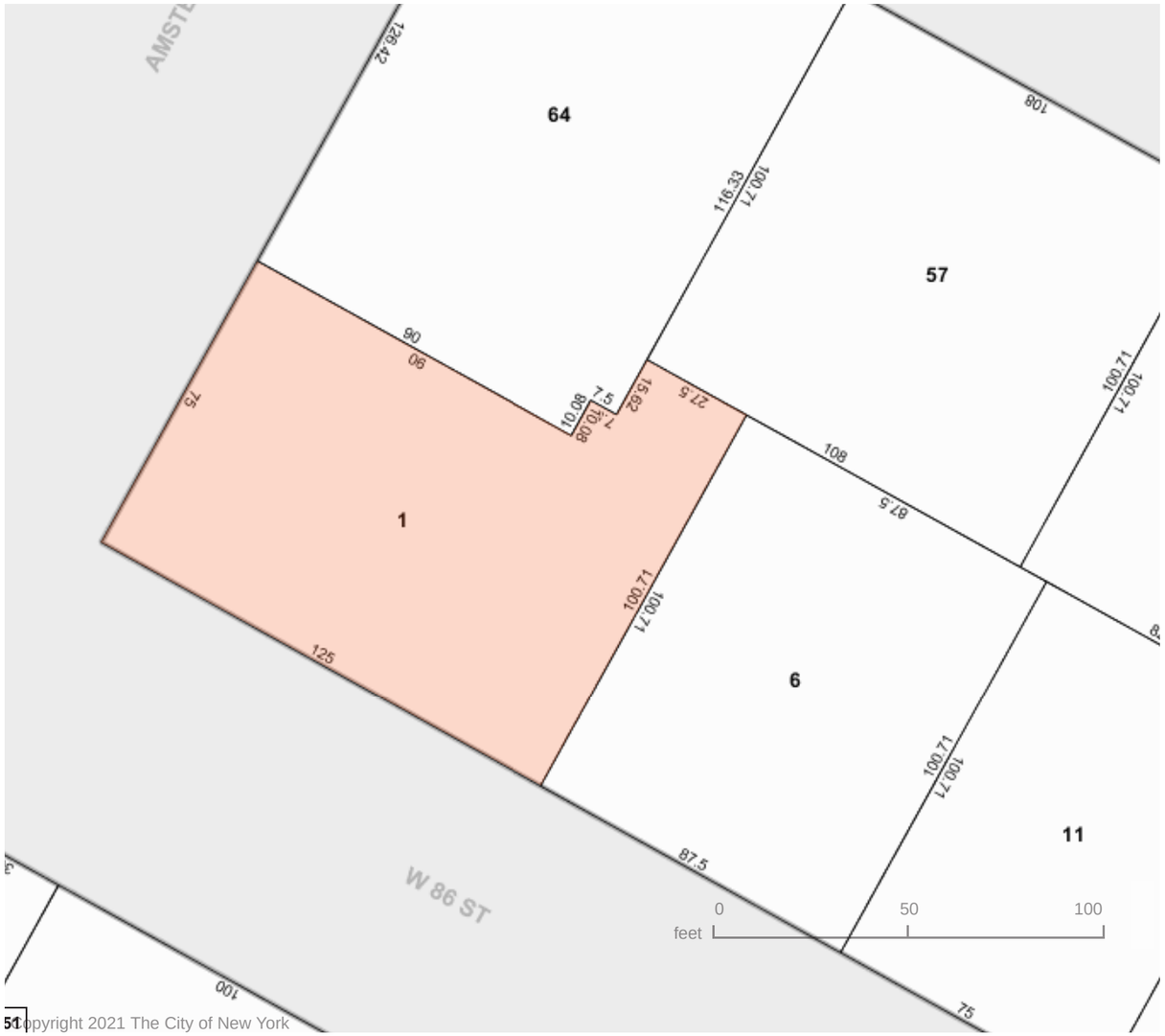
Corner articulation permitted within 15' from corner

(2) Above 15' or First Story whichever is less, 30% of street wall may be recessed no greater than 10' so long as it complies as an outer court

35-652 *Maximum Height of Buildings and Setback Regulations*

(a) Height and setback set by 23-662

23-662	*Min Base Height*	125'
	Max Base Height	150'
	Max Building Height	210'
35-652	*Wide Street Setback*	10'
74-711	*Landmark preservation in all districts*	



ZONING SUMMARY