

BATTERY PARK CITY AUTHORITY

REQUEST FOR PROPOSALS

FOR

2014 Rockefeller Park Swing Set Repair & Safety Surface Installation

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I. SUMMARY

Battery Park City Authority d/b/a Hugh L. Carey Battery Park City Authority (“BPCA”) requests proposals (each individually, a “Proposal” or collectively, the “Proposals”) from Contractors (each individually, a “Proposer” or collectively, the “Proposers”) to provide the labor/materials for the replacement of the Rockefeller Park Swing Set. The purpose of this project is to remove and replace, in kind, the existing wooden swing set equipment and to remove and replace the existing safety surface in both the swing set area and water feature area of the children’s playground. Note that it is highly recommended that the proposer conduct a "Project Site Visit" prior to submitting a proposal to familiarize themselves with the project.

Minority-Owned Business Enterprises (“MBE”) and Women-Owned Business Enterprises (“WBE”) are encouraged to submit Proposals.

This request for proposals, the attachments and any additional information submitted herewith, (collectively, the “RFP”) does not obligate BPCA to complete the selection and contract award process. BPCA reserves the right: 1) to accept or reject any and all Proposals; 2) to request additional information from any or all Proposers to assist BPCA in its evaluation process; 3) to amend or withdraw this RFP prior to the announcement of the selected firm; and 4) to award the proposed services, in whole or in part, to one or more firms. In case of an amendment to the RFP, all Proposers will be provided with a copy of any such amendment(s) and will be afforded the opportunity to revise their Proposals in response to the RFP amendment.

II. DESCRIPTION OF BPCA

BPCA is a public benefit corporation created in 1968 under the laws of the State of New York for the purpose of financing, developing, constructing, maintaining, and operating a planned community development of the Battery Park City site as a mixed commercial and residential community.

Under the Battery Park City Authority Act (the “Act”), BPCA has the following powers, among others: to borrow money and to issue negotiable bonds, notes or other obligations and to provide for the rights of the holders thereof; to acquire, lease, hold, mortgage and dispose of real property and personal property or any interest therein for its corporate purposes; to construct, improve, enlarge, operate and maintain Battery Park City; to make bylaws for the management and regulation of its affairs, and, subject to agreements with bondholders, for the regulation of Battery Park City; to make contracts and to execute all necessary or convenient instruments, including leases and subleases; to accept grants, loans and contributions from the United States, or the State of New York or the City of New York (the “City”), or any agency or instrumentality of any of them, or from any other source and to expend the proceeds for any corporate purpose; to fix, establish and collect rates, rentals, fees and other charges; and to do all things necessary or convenient to carry out the powers expressly granted by the Act. BPCA has no taxing power.

Since its inception, BPCA has caused the staged development of Battery Park City, in individual parcels, creating a richly diversified mixed use community providing residential and commercial space, with related amenities such as parks, plazas, recreational areas and a waterfront esplanade. Most individual parcels of land in Battery Park City were developed into residential and commercial buildings by tenants (“Ground Lease Tenants”) under long-term ground leases with BPCA. The Ground Lease Tenants are responsible for the maintenance, insurance and defense and indemnification of BPCA with regard to those leased parcels.

One of BPCA's key responsibilities under the Act is to operate, maintain and repair the parks and opens spaces in and around Battery Park City's residential and commercial areas. This function has been delegated by BPCA to the Battery Park City Parks Conservancy Corporation ("BPCPC") through a written Management Agreement. The BPCPC carries out its mission by maintaining 36 acres of parks, playgrounds and open spaces, including a mile-long waterfront esplanade. The BPCPC also develops programs and manages public events for the Battery Park City community. BPCA owns and has built out a commercial condominium unit in a residential building in Battery Park City, which serves as the BPCPC headquarters.

To obtain a copy of BPCA's most recently completed audited financial statements, please visit BPCA's official website at www.batteryparkcity.org. The audited financial statements and related reports found on BPCA's website will provide you with an overview of the operations for which BPCA is responsible and the areas of expertise in which the selected Proposer must be proficient. For an overview of BPCPC's operations, please visit its website at www.bpcpc.org.

III. SERVICES REQUIRED

Proposer will be responsible for the services delineated in Exhibit A (the "Work Description"), attached hereto."

A. All work to be performed by the selected Proposer shall be performed under the supervision of a Project Manager of the firm who must ensure that the work completed for BPCA is performed competently and in a timely manner.

B. If selected, Proposer shall provide BPCA with schedule for the work as per the scope of work

IV. KEY DATES, CONTRACT TERM AND MINIMUM QUALIFICATIONS

A. Key Dates

The following is a list of key dates, up to and including the date Proposals are due to be submitted, which is subject to change at BPCA's discretion:

- Request for Proposals issued: October 21, 2013
- Pre-proposal meeting: Tuesday October 29, 2013 at 11:30 AM.
- Meeting Location: BPCA Offices, 1 World Financial Center 24th Floor New York, NY 10281
- Deadline to submit questions to BPCA: October 31 2013 by 5:00 p.m. (by email only)

All questions regarding this RFP should be submitted in writing via email to the "Designated Contact": Della Lee, Battery Park City Authority, at Della.Lee@batteryparkcity.org.

- Deadline for BPCA's response to substantive questions: Tuesday November 4, 2013 (by website/email)
- **DUE DATE FOR RESPONSES TO RFP:** November 12, 2013 by 3:00 p.m. (the "Due Date")
- Selection and notification of successful Proposer: To be determined.
- Contract start date: December.

B. Anticipated Contract Term

It is anticipated that the term of the contract awarded pursuant to this RFP (the "Contract") will be a twelve (12) month contract. BPCA reserves the right to terminate the Contract at any time, with or without cause, upon thirty (30) days written notice.

C. Minimum Qualification Requirements

The following are the Minimum Qualification Requirements for this RFP. Proposals that fail to comply with these requirements will be rejected.

- 1) The Proposal must be printed on either 8½" x 11" or 8½" x 14" paper. The Proposal will be evaluated on the basis of its content, not length. BPCA reserves the right to disqualify Proposals that fail to comply with any of these instructions
- 2) Completion of all mandatory paperwork and items listed in the Exhibits

V. GENERAL REQUIREMENTS

A. Questions regarding MBE/WBE participation, joint ventures and sub-contracting goals

Please see Exhibit A (attached) for contractor requirements and procedures for business participation opportunities for New York State certified MBEs/WBEs and equal employment opportunities for minority group members and women.

For questions relating to MBE/WBE participation, joint ventures and sub-contracting goals ONLY, please contact "MBE/WBE Designated Contact" Mr. Anthony Peterson at 212.417.2337.

B. Restricted Period

Applicants are restricted from making contact with anyone other than the Designated Contact or MBE/WBE Designated Contact specified above during the period from the date of publication of the notice of this RFP in the New York State Contract Reporter through approval of the Contract by BPCA (the "Restricted Period"). Employees of BPCA are required to record certain contacts during the Restricted Period, including, but not limited to, any oral, written or electronic communication with a governmental entity under circumstances where a reasonable person would infer that the communication was intended to influence BPCA's conduct or decision regarding the governmental procurement, and to make a determination of responsibility based, in part, upon any such contact. Failure to abide by this process may result in a finding that the firm is a non-responsive Proposer.

C. Submission of Proposals

Proposals are due no later than 3:00 p.m. on November 12, 2013

Proposers must submit six (6) paper copies of their Proposals and one (1) electronic CD-Rom copy in a sealed package clearly marked "**Proposal Enclosed – 2014 Rockefeller Park Swing Set Repair & Safety Surface Installation**" to the Designated Contact by messenger, overnight courier or certified mail to the following address:

Della Lee
Battery Park City Authority
One World Financial Center, 24th Floor
New York, NY 10281

BPCA is not responsible for any internal or external delivery delays which may cause any Proposal to arrive beyond the stated Due Date. To be considered, Proposals must arrive at the time and place specified herein and be time stamped by BPCA's time stamp prior to the Due Date. Please leave ample time for building security, as late Proposals will not be accepted. Proposals submitted by fax or electronic transmission will NOT be accepted. A Proposer may, after submitting a Proposal, amend its Proposal by submitting a second, amended Proposal, clearly labeled "**Amended Proposal Enclosed – 2014 Rockefeller Park Swing Set Repair & Safety Surface Installation**" as long as the amended Proposal is submitted by the Due Date.

Public access to Proposals shall be governed by the relevant provisions of the Freedom of Information Law, Article 6 of the New York State Public Officers Law, and regulations adopted pursuant thereto.

D. Mandatory Forms

Proposers must complete and include with their Proposal all "Mandatory Forms," which can be found at the following URL address: http://www.batteryparkcity.org/pdf_n/Mandatory_Forms_Packet.pdf, by the Due Date.

These Mandatory Forms include the following:

1) NYS Standard Vendor Responsibility Questionnaire – Submit with the Cost Proposal (as described below), one (1) original unbound set of a completed NYS Standard Vendor Responsibility Questionnaire with original ink signatures. Do not include the Standard Vendor Responsibility Questionnaire in the bound copies of the Cost Proposal. The NYS Standard Vendor Responsibility Questionnaire must be notarized and signed by the individual(s) authorized to bind the firm contractually. Indicate the title or position that the signer holds within the firm.

2) State Finance Law § 139 Form 1 – one original unbound completed SFL 139 Form 1: Professional's Certifications Pursuant to SFL § 139-j and § 139-k with original signature. State Finance Law § 139 Forms 1 must be signed by the individual(s) authorized to bind the firm contractually.

3) W-9 form.

4) Statement of Non-Collusion.

5) Diversity Forms.

VI. PROPOSAL FORMAT AND CONTENTS

A. Proposal Format

The Proposal will be evaluated on the basis of its content, and the Appendices listed below. BPCA reserves the right to disqualify Proposals that fail to comply with any of these instructions.

B. Proposal Content

A Proposal in response to this RFP must include the following sections in the order listed:

1) Transmittal Letter, as follows:

The Proposal must include a signed Transmittal Letter from a person within the firm who is authorized to bind the firm, preferably the Lead manager. Cover letters must be signed. Proposals with unsigned Cover Letters will be rejected.

The Cover Letter must include a representation by the Proposer that, except as disclosed in the Proposal, no officer or employee of the Proposer is directly or indirectly a party to or in any other manner interested financially or otherwise in this RFP.

- 2) Corporate Overview.
- 3) Firm's discussion of its understanding of the Services Required (see Section III).
- 4) Firm's Responses to the RFP Questions and RFP Additional Information Request, set forth below.
- 5) Firm's Cost Proposal, as described below.
- 6) Mandatory paperwork

C. RFP Questions

1. Briefly describe your firm's background, size, and history as it may be relevant to the services required, with an emphasis on work within Parks in and around New York City ("NYC").
2. Describe your experience and show representation of play equipment and safety surface installation in and around NYC
3. Describe your methodology for the project
4. State whether your firm conducted a "Project Site Visit" for this project.
5. Describe your experience handling projects with tight schedules
6. Has your firm or any of the firm's partners/employees been disciplined or censured by any regulatory body within the last 5 years? If so, please describe the relevant facts.
7. Are there any potential conflict of interest issues in representing BPCA?
8. List any professional or personal relationships your firm's employees may have with BPCA's Board and/or staff members of BPCA.
9. Identify the Lead Manager who will be the primary contact and Lead Manager in providing services to BPCA, and who will be listed as a "key person" in any contract with BPCA. Provide alternate staffing in case of an event where the above individuals become unavailable.
10. Describe your proposed team's experience with similar work for other public agencies and authorities, with a particular emphasis on New York State agencies and authorities.
11. Proposers shall identify any and all exceptions taken to BPCA's standard form of contract attached hereto as Exhibit C detailing the reasons for such exceptions. No exceptions to the contract will be considered by BPCA after submission of the proposals. BPCA maintains the right to reject proposals based on non-conformance with the standard form of contract.
12. Please provide any additional information which would serve to distinguish your firm from other firms and that you believe may be relevant to this RFP and your capability to perform the services requested.
13. Provide a list of all proposed subcontractors for the completion of the work.
14. Provide a list of all proposed suppliers for the completion of the work.
15. Submit a **bar chart schedule** for completion of the work. This should include sequencing of the work, manpower staffing level, work shifts, and show all project milestones and successful overall completion.
16. Discuss your ability to take stringent safety measures into account as to work done on public streets and in public parks.

17. Please provide any additional information which would serve to distinguish your firm from other firms and that you believe may be relevant to this RFP and your capability to perform the services requested

D. RFP Additional Information Request

1) Insurance:

Do you impose any limitations on liability through your contracts?

- a. Describe the levels of coverage for any insurance your firm carries. List the insurance carrier(s) or provide an insurance certificate showing your firm's coverage in accordance with the limits stated in the attached Sample Contract.
- b. Commercial General Liability Insurance limits shall not be less than \$1,000,000 per each occurrence and \$2,000,000 in the aggregate. Excess Liability limits shall not be less than \$2,000,000 and Automobile liability limits shall not be less than \$1,000,000, Workman's Compensation not less than Statutory Limits/\$1M Employers Liability. **The costs of the insurance shall be included in the Proposal.** Battery Park City Authority, Battery Parks City Parks Conservancy to be listed as Additional Insured on CG 2010 (11/85) or similar and Should be on all levels of Subs and also Hold Harmless in favor of BPCA. Policies should contain no limitations/exclusions for Labor Law claims
- c. State whether or not you can provide payment and performance bonds, the amounts there of (both single and aggregate) and the name of your bonding company. **Provide a letter from your surety stating that you are able to provide 100% bonding(payment & performance) for this project.**

2) References:

Please provide at least three client (3) references for whom your firm has performed similar work to that requested in this RFP. For each client, please provide the name, address and telephone number for the client's.

E. Cost Proposal

Each "Cost Proposal" must be a lump sum and must include an itemized schedule of values for the services contemplated herein. **To submit a complete Cost Proposal, Proposer must submit each of the following:**

1. Cost Proposal in the form attached hereto as Exhibit D ("Cost Proposal").
2. Labor rates in the form attached hereto as Exhibit E ("Labor Rates").
3. An *itemized* cost proposal in the form attached hereto as Exhibit F ("Schedule of Values").

VII. THE EVALUATION PROCESS

A. Objectives

The primary objective of the evaluation process is to select a firm:

- That demonstrates a thorough understanding of the scope of the engagement and the specific responsibilities which it entails;
- Possesses adequate resources to handle assigned responsibilities and to handle unforeseen circumstances that may arise;
- Assigns highly skilled, experienced, diligent, responsible and professional personnel to perform the required services;
- Maintains high ethical standards and has an unblemished reputation;
- Has no conflict of interest between its representation of BPCA and that of other clients.

The selection process will begin with the review and evaluation of each of the written Proposals. The purpose of this evaluation process is twofold: (1) to examine the responses for compliance with this RFP and (2) to identify the complying firms that have the highest probability of satisfactorily performing the Services Required at a reasonable cost to BPCA. The evaluation process will be conducted in a comprehensive and impartial manner. The evaluation process will be conducted by a committee of BPCA's employees selected by BPCA (the "Committee"). **The Committee will evaluate the Proposals based upon the evaluation criteria for selection set forth below.**

BPCA reserves the right to reject and return unopened to the Proposer any Proposal received after the RFP Due Date. All timely submitted Proposals will be reviewed to determine if they contain all required submittals specified herein. Incomplete Proposals may be rejected.

B. Interviews

BPCA reserves the right to determine whether interviews will be necessary for any or all of the Proposers. The purpose of the interview is to further document a Proposer's ability to provide the Services required, and to impart to the Committee an understanding of how specific services will be furnished. The proposed Lead Project Manager, as well all other key personnel proposed to provide the services must be present and participate in the interview. The firm will be evaluated on the basis of whether the interview substantiates the characteristics and attributes claimed by the Proposer in its written response to this RFP and any other information requested by the Committee prior to the interview.

C. Evaluation Criteria for Selection

Selection will be based upon the following criteria:

- | | |
|---|------|
| 1) Pricing: | 35% |
| 2) Qualifications Including Previous Park Playground Experience | 30%: |
| 3) Schedule/Methodology/Staffing: | 25% |
| 4) Proposed MBE/WBE utilization plan (the "Utilization Plan") and/or Firm MBE/WBE status: | 10% |

D. Basis for Contract Award

The Contract will be awarded to the highest technically rated Proposer whose Proposal is determined to be responsive and in the best interests of BPCA, subject to a determination that the Cost Proposal is fair and reasonable.

VIII. NON-COLLUSION

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

EXHIBIT A

General Description and Scope of Work

The purpose of this project is to remove and replace, in kind, the existing wooden swing set equipment in Rockefeller Park and to remove and replace the existing safety surface in both the swing set area and water feature area of the children's playground.

The work shall include, but not be limited too, providing all materials, labor and equipment necessary to perform swing set removal and replacement and safety surface removal and installation, as per the KS Engineer Drawings dated September 24, 2013, attached.

*** Note that it is highly recommended that Proposers conduct a Project Site Visit prior to submitting a Proposal to familiarize themselves with the project.*

Scope of Work;

- Remove existing lumber, fence material, swing set hardware, and existing safety surface in swing area.
- Remove a portion of the poured in place safety surface in the Children's Playground, as noted in the drawings.
- Refurbish all hardware, supply new fence panels, new lumber, new swing seats, new Swing Set Crossbars, Cross piece fittings
- Supply and install new lumber, fencing, poured in place safety surface in both areas

EXHIBIT B

CONTRACTOR REQUIREMENTS AND PROCEDURES FOR BUSINESS PARTICIPATION OPPORTUNITIES FOR NEW YORK STATE CERTIFIED MBEs/WBEs AND EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITY GROUP MEMBERS AND WOMEN

Pursuant to New York State Executive Law Article 15-A, BPCA recognizes its obligation under the law to promote opportunities for maximum feasible participation of certified MBE/WBEs and the employment of minority group members and women in the performance of BPCA contracts.

In 2006, the State of New York commissioned a disparity study to evaluate whether minority and women-owned business enterprises had a full and fair opportunity to participate in state contracting. The findings of the study were published on April 29, 2010, under the title “The State of Minority and Women-Owned Business Enterprises: Evidence from New York” (the “Disparity Study”). The report found evidence of statistically significant disparities between the level of participation of minority- and women-owned business enterprises in state procurement contracting versus the number of minority- and women-owned business enterprises that were ready, willing and able to participate in state procurements. As a result of these findings, the Disparity Study made recommendations concerning the implementation and operation of the statewide certified minority- and women-owned business enterprises program. The recommendations from the Disparity Study culminated in the enactment and the implementation of New York State Executive Law Article 15-A, which requires, among other things, that BPCA establish goals for maximum feasible participation of New York State Certified MBEs/WBEs and the employment of minority groups members and women in the performance of New York State contracts.

Business Participation Opportunities for MBE/WBEs

For purposes of this solicitation, BPCA hereby establishes an overall goal of 30% for MBE/WBE participation, 15% for MBE participation and 15% for WBE participation (based on the current availability of qualified MBEs and WBEs). A contractor (“Contractor”) on the Contract must document good faith efforts to provide meaningful participation by MBE/WBEs as subcontractors or suppliers in the performance of the Contract and Contractor agrees that BPCA may withhold payment pending receipt of the required MBE/WBE documentation. The directory of New York State Certified MBE/WBEs can be viewed at: <http://www.esd.ny.gov/mwbe.html>.

For guidance on how BPCA will determine a Contractor’s “good faith efforts,” refer to 5 NYCRR §142.8.

In accordance with 5 NYCRR §142.13, Contractor acknowledges that if it is found to have willfully and intentionally failed to comply with the MBE/WBE participation goals set forth in the Contract, such finding constitutes a breach of Contract and BPCA may withhold payment from the Contractor as liquidated damages.

Such liquidated damages shall be calculated as an amount equaling the difference between: (1) all sums identified for payment to MBE/WBEs had the Contractor achieved the contractual MBE/WBE goals; and (2) all sums actually paid to MBEs/WBEs for work performed or materials supplied under the Contract.

By submitting a bid or Proposal, a Proposer agrees to submit the following documents and information as evidence of compliance with the foregoing:

- A. Proposers are required to submit a Utilization Plan with their bid or Proposal. Any modifications or changes to the Utilization Plan after the Contract award and during the term of the Contract must be reported on a revised Utilization Plan and submitted to BPCA.

- B. BPCA will review the submitted Utilization Plan and advise the Proposer of BPCA's acceptance or issue a notice of deficiency within 30 days of receipt.
- C. If a notice of deficiency is issued, Proposer agrees that it shall respond to the notice of deficiency within seven (7) business days of receipt by submitting to BPCA, at the address specified in this RFP, or by facsimile at 212-417-2279 a written remedy in response to the notice of deficiency. If the written remedy that is submitted is not timely or is found by BPCA to be inadequate, BPCA shall notify the Proposer and direct the Proposer to submit, within five (5) business days, a request for a partial or total waiver of MBE/WBE participation goals. Failure to file the waiver form in a timely manner may be grounds for disqualification of the bid or Proposal.
- D. BPCA may disqualify a Proposer as being non-responsive under the following circumstances:
 - 1) If a Proposer fails to submit a Utilization Plan;
 - 2) If a Proposer fails to submit a written remedy to a notice of deficiency;
 - 3) If a Proposer fails to submit a request for waiver; or
 - 4) If BPCA determines that the Proposer has failed to document good faith efforts.

Contractors shall attempt to utilize, in good faith, any MBE/WBE identified within its Utilization Plan, during the performance of the Contract. Requests for a partial or total waiver of established goal requirements made subsequent to the Contract award may be made at any time during the term of the Contract to BPCA, but must be made no later than prior to the submission of a request for final payment on the Contract.

Contractors are required to submit a Contractor's MBE/WBE Contractor Compliance & Payment Report to BPCA on a monthly basis over the term of the Contract documenting the progress made toward achievement of the MBE/WBE goals of the Contract.

Equal Employment Opportunity Requirements

The Contractor is required to ensure that it and any subcontractors awarded a subcontract over \$25,000 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor, shall undertake or continue programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, equal opportunity shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, termination, and rates of pay or other forms of compensation. This requirement does not apply to: (i) work, goods, or services unrelated to the Contract or (ii) employment outside New York State.

Proposer further agrees, where applicable, to submit with the Proposal, a staffing plan identifying the anticipated work force to be utilized on the Contract and if awarded a Contract, will, upon request, submit to BPCA a workforce utilization report identifying the workforce actually utilized on the Contract, if known.

Further, pursuant to Article 15 of the Executive Law (the "Human Rights Law"), all other New York State and Federal statutory and constitutional non-discrimination provisions, the Contractor and subcontractors will not discriminate against any employee or applicant for employment because of race,

creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

Please Note: Failure to comply with the foregoing requirements may result in a finding of non-responsiveness, non-responsibility and/or a breach of the Contract, leading to the withholding of funds, suspension or termination of the Contract or such other actions or enforcement proceedings as are allowed by the Contract.

For questions on MBE/WBE participation, joint ventures and sub-contracting goals ONLY, please contact Mr. Anthony Peterson at 212.417.2337.

EXHIBIT C

(BPCA's standard form of contract attached)

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CONSULTANT AGREEMENT

between

HUGH L. CAREY BATTERY PARK CITY AUTHORITY

and

NAME OF COMPANY, INC. CORP, CO.

Dated as of DATE

Contract No. ????

(PROJECT NAME)

INSURE THAT TOC IS UP TO DATE! (PRESS F9 AND UPDAT ENTIRE TABLE)

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(VERIFY EXHIBITS - PRINT IN BOLD CAPS WITH ELLIPSIS THAT GOES TO END)

EXHIBIT A - SCOPE OF WORK.....

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EXHIBIT D - FORM OF TIME SHEET.....

CONSULTANT AGREEMENT

AGREEMENT made as of **DATE** between HUGH L. CAREY BATTERY PARK CITY AUTHORITY, (“BPCA” or “Owner”), a body corporate and politic, constituting a public benefit corporation, having a place of business at One World Financial Center, New York, New York 10281, and **NAME OF COMPANY**, incorporated in the State of **???**, having an office at **Street, City, State Address & Phone Number** (“Consultant”).

W I T N E S S E T H:

WHEREAS, Owner has fee title to certain real property located in the City, County and State of New York, generally known as Battery Park City; and

WHEREAS, Owner is in the process of creating the staged development of Battery Park City, in individual parcels, with the goal of creating a richly diversified mixed use community providing residential and commercial space with related amenities such as parks, plazas, recreational areas and a waterfront esplanade; and

WHEREAS, Owner intends to retain the services of Consultant to perform **????????????????** (“the Work” or the “Project”), and Consultant desires to perform such services for Owner;

NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties hereby agree as follows:

1. Scope of Work

Consultant shall perform the services described in the Scope of Work attached hereto as **Exhibit A????** (the “Work”) and in accordance with any schedule(s) for the Work set forth therein. Owner hereby acknowledges that certain portions of the Work may have been performed by Consultant prior to the date hereof, in anticipation of this Agreement.

2. Time for Performance

The Work shall be performed at such times as may be requested by Owner during the period commencing as of the date the Agreement is executed by the Authority and Consultant (the “Effective Date,” which shall be inserted by the Authority at the head of this Agreement) until **DATE** (the “Term”) unless: (1) this Agreement is otherwise terminated as hereinafter provided or (2) the time for performance of the Work is extended by written Agreement of Consultant and Owner.

3. Compensation

(a) Consultant shall be entitled to receive as compensation ("Fee") for the Work **A SUM NOT TO EXCEED? LUMP SUM? \$\$\$\$\$**, paid in accordance with **Exhibit B????**, which fee **includes any and all reimbursable expenses????** Consultant shall submit one or more written requests for payment on or about the first (1st) day of the calendar month for Work actually performed by that date. **All invoices for payment shall include the name, address, and telephone number of the Consultant and a description of services or goods provided, and be accompanied by appropriate Time Sheets, Exhibit E.**

(b) The Fee includes reimbursement for expenses, in accordance with Owner's standard policies for reasonable expenses actually incurred by Consultant in connection with the performance of the Work. Consultant shall submit copies of receipts or other supporting documentation for any qualifying expenses incurred.

(c) Owner shall pay Consultant so much of the amount requested as may be approved by Owner not later than the 30th day following Owner's receipt of each written request. Any amounts indicated in any exhibit hereto as attributable to any phase of the Work which do not in fact become payable to Consultant with respect to such phase of the Work shall be available for payment to Consultant with respect to subsequent phases of the Work, subject to the provisions of this Article 3 and the approval of Owner.

(d) All requests for payment should be addressed as follows:

Office of the Treasurer

Hugh L. Carey Battery Park City Authority

One World Financial Center, 24th Fl.
New York, NY 10281-1097

Attn.: Accounts Payable

A duplicate copy is to be sent to the attention of NAME OF BPCA CONTACT, TITLE.

4. Increase and Decrease in the Scope of Consultant's Work

Owner shall have the right to make changes or to increase or reduce the scope of the Work or to extend the period set forth in the time schedule in Section 2, at any time and for any reason, upon written notice to Consultant specifying the nature and extent of such changes. In the event any such changes as contemplated herein results in an additional expenditure of time by Consultant or Subconsultant (as hereinafter defined), Owner will pay Consultant any additional reimbursable expenses approved pursuant to Owner's policy for reimbursable expenses, and an additional fee computed in accordance with the hourly rate set forth in paragraph 3(a) *supra*, or if no such rates are set forth, upon terms to be agreed upon.

5. Consultant Cooperation

Consultant shall work with such firms or individuals as Owner shall designate from time to time in connection with the Work, and agrees to meet with such firms or individuals at such times as Owner may require in order to maintain an ongoing review process so as to expedite determinations and approvals required to be made in connection with the Work.

6. Termination

(a) Consultant acknowledges that Owner may cancel or terminate this Agreement at any time, in whole or in part, without incurring any penalty or damages on account of such cancellation or termination upon three (3) days' notice, in which event, except as otherwise provided herein, all of Owner's liability hereunder shall cease and terminate as of the date specified in such notice.

(b) If Owner shall so terminate this Agreement for reasons other than those set forth in subsection 6(c), then, with respect to the Work which is the subject of such termination, Consultant shall be entitled to that portion of the Fee which has not theretofore been paid to Consultant and which shall compensate Consultant for all such Work actually and satisfactorily performed by it up to the date of such termination.

(c) Anything herein contained to the contrary notwithstanding, if:

(i) Consultant shall fail to diligently, timely and expeditiously perform any of its obligations as set forth in the Agreement;

(ii) Any representation or warranty made or deemed to have been made under this Agreement by Consultant shall prove to be untrue in any material respect;

(iii) Consultant shall make a general assignment for the benefit of its creditors, or a receiver or trustee shall have been appointed on account of Consultant's insolvency, or Consultant otherwise shall be or become insolvent, or an order for relief shall have been entered against Consultant under Chapter 7 or Chapter 11 of Title 11 of the United States Code;

(iv) a breach of any covenant or agreement contained in Section 16 of this Agreement or any other section of this Agreement shall occur; or

(v) Consultant otherwise shall be in default hereunder;

then Owner may terminate this Agreement as to Consultant for cause, in accordance with the procedure set forth in Subsection 6(a) hereof. Upon termination pursuant to this Subsection 6(c), Consultant shall be entitled to amount of the Fee which has not theretofore been paid to Consultant and which shall compensate Consultant for all Work actually and satisfactorily performed by it up to the date of termination, provided, however, that Owner shall deduct

from any amount all additional costs and expenses which Owner may incur over those which Owner would have incurred in connection with the Work if Owner had not so terminated this Agreement for cause. Nothing contained in this Agreement shall limit in any manner any and all rights or remedies otherwise available to Owner by reason of a default by Consultant under this Agreement, including, without limitation, the right to seek full reimbursement from Consultant for all costs and expenses incurred by Owner by reasons of Consultant's default hereunder and which Owner would not have otherwise incurred if Consultant had not defaulted hereunder.

(d) Upon any termination of this Agreement in accordance with the provisions of this Section 6, Consultant shall, with respect to the Work which is the subject of such termination:

(i) discontinue all its services from and after the date of the notice of termination, except as may be required to complete any item or portion or services to a point where discontinuance will not cause unnecessary waste of duplicative work or cost;

(ii) cancel, or if so directed by Owner, transfer to Owner all commitments and agreements made by Consultant relating to the Work, to the extent same are cancelable or transferable by Consultant;

(iii) transfer to owner in the manner, to the extent, and at the time directed by Owner, all supplies, materials and other property produced as a part of, or acquired in the performance of the Work; and

(iv) take other actions as Owner may reasonably direct.

7. Suspension

Owner may, at any time and for any reason, direct Consultant to delay or suspend the Work or any part thereof under this Agreement for a period of time. Such direction shall be in writing and shall specify the period during which such Work is to be stopped. Consultant shall resume such Work upon the date specified in such direction, or upon such other date as Owner may thereafter specify in writing upon reasonable notice to Consultant, provided, however, that if Owner shall direct a Work stoppage period of more than three (3) months, Consultant, no later than seventy-five (75) days prior to the final day of such Work stoppage period may terminate this Agreement and shall be entitled upon such termination to payment of such amount of the Fee which has not theretofore been paid to Consultant and which shall compensate Consultant for the Work actually and satisfactorily performed by it prior to the termination date.

8. Assignment

Consultant shall have no right to assign, transfer, convey, pledge or otherwise dispose of Consultant's interest in this Agreement without the prior express written consent of Owner.

9. Ownership of Documents

All material specifically prepared for this project and excluding any intellectual property already owned by Consultant which is furnished by Consultant or any Subconsultants (including but not limited to all film, video, or digital assets, Hypertext Markup Language (“HTML”) files, JavaScript files, flash files, etc.) in connection with the Work shall be deemed Works Made for Hire and become the sole property of Owner. Consultant shall provide a tangible copy of the Work to Owner in a form to be specified by Owner. Such materials may be used by Owner, in whole or in part, or in modified form, for any and all purposes Owner may deem desirable without further employment of, or payment of any additional compensation to Consultant. Consultant hereby acknowledges that whatever participation (s)he has, or will have, in connection with any copyrightable subject matter which is the subject of this the Work was and shall be deemed Work Made for Hire on behalf of BPCA and that BPCA shall be the sole owner of the Work, and all underlying rights therein, worldwide and in perpetuity. In the event that the Work, or any portion thereof, does not qualify or is deemed not to be Work Made for Hire, Consultant hereby irrevocably transfers and assigns to BPCA all of Consultant’s right, title and interest, throughout the world, in and to the Work, including, without limitation, all of Consultant’s right, title and interest in the copyrights to the Work, including the unrestricted right to make modifications, adaptations and revisions to the Work and hereby waives any so-called “moral rights” with respect to the Work. Consultant grants to Owner a royalty free, worldwide perpetual, irrevocable, nonexclusive license to reproduce, modify, and publicly display the Work.

10. Insurance

(a) Consultant shall carry, and shall require each Subconsultant to carry, the following insurance:

(i) Workers’ Compensation and New York State Disability Benefits Insurance covering all persons employed or retained by Consultant or Subconsultants in connection with the Work, as required by New York State Law.

(ii) Professional Liability Insurance with limits of liability in amounts not less than **Two Million Dollars (\$2,000,000)** for Consultant, and not less than One Million Dollars (\$1,000,000) for each Subconsultant insuring Consultant, each Subconsultant and any of their respective officers, directors, stockholders, employees, consultants and partners, for liability arising out of the carrying out of Consultant’s or Subconsultant’s professional responsibilities for the Work. All such professional liability policies shall include coverage for contractual liability, including the matters set forth in Section 17 hereof.

(iii) Valuable Papers Insurance insuring, for the benefit of Consultant and Owner all plans, designs, drawings, specifications, and documents used under this Agreement by Consultant or any Subconsultant **in a total amount of not less than Fifty Thousand Dollars (\$50,000)**. Consultant may furnish full coverage one policy or may submit separate policies from the Subconsultants for their proportionate shares of such coverage.

(iv) Commercial General Liability Insurance as follows:

Standard commercial general liability insurance policy with contractual, products and completed operations coverages issued to and covering the liability of Consultant for all the Work and operations relating thereto and all obligations

assumed by Consultant under this Agreement in an amount which shall not be less than the following limits.

Combined Single Limits, Bodily Injury and Property Damage Liability:

-\$2,000,000 in the aggregate

-\$1,000,000 per occurrence

The said insurance shall name Owner, Battery Park City Parks Conservancy Corporation and the State of New York as additional insureds as respects this location, shall, where applicable, be written on an occurrence basis and shall contain a provision that it is primary and that any similar insurance which Owner, Consultant or a Subconsultant elects to carry for their own benefit is secondary or excess and not contributing insurance.

(v) Automobile Liability and Property Damage Insurance as follows: A policy covering the use in connection with the Work of all owned, non-owned and hired vehicles bearing, or under the circumstances under which such vehicles are being used being required by the Motor Vehicle Laws of the State of New York to bear license plates. The coverage under such policy shall not be less than the following limits:

Combined Single Limits, Bodily Injury and Property Damage Liability:

-\$1,000,000 per occurrence

(vi) **Excess Liability Insurance in an amount of not less than \$10,000,000**

(vii) Comprehensive Crime/Employee Dishonesty Insurance in a reasonable amount or an amount which is customary in the applicable industry, trade or profession.

(b) All required insurance shall be maintained with responsible insurance carriers authorized to do business in the State of New York and approved by Owner. Upon execution of this Agreement and before commencing any performance hereunder, Consultant shall deposit with Owner the original policies of insurance, or certificates therefor, bearing notations or accompanied by other evidence satisfactory to Owner of the payment of all premium payments thereunder. **Such policies or certificates shall be delivered to Michelle Burgos, Paralegal, at Owners place of business, immediately upon signing this Agreement.** Thereafter, certification of all premium payments shall be deposited with Owner not less than ten (10) days before the expiration dates of the policies. In the case of Valuable Papers Insurance, original policies, not certificates, must be deposited.

(c) Riders providing substantially as follows shall be made a part of the insurance policies described in Subsection 10(a) hereof, as applicable:

(i) the policy shall not be canceled or terminated, or the coverage thereof materially reduced, until thirty (30) days after receipt of written notice thereof by certified or registered mail, return receipt requested addressed to Owner; and

(ii) violation of any of the terms of the policy, or any other policy issued by the Company, shall not by itself invalidate such policy.

(d) The insurance policies required by this Section 10 shall be kept in full force and effect for the periods

specified hereunder:

(i) Workers' Compensation Insurance and New York State Disability Benefits Insurance shall be kept in force until receipt of final payment by Consultant hereunder. This Agreement shall be void and of no force or effect unless, in compliance with the Workers' Compensation Law, Consultant, or Subconsultants, as the case may be, shall secure Workers' Compensation Insurance for the such of their respective employees engaged in the performance of the Work as are required to be insured under said law.

(ii) Professional liability insurance shall be kept in force for the earlier or three (3) years after the completion of the performance of the Work hereunder or termination of this Agreement, provided such insurance is available until such date at a reasonable cost.

(iii) Valuable Papers Insurance shall be kept in full force and effect until final delivery of all documents prepared by Consultant and/or Subconsultants in connection with the Work.

11. Authority of Owner

The Work shall be subject to the general supervision, direction, control and approval of Owner or its authorized representative, whose decision shall be final and binding upon Consultant as to all matters arising in connection with or relating to this Agreement. Owner shall determine all matters relative to the fulfillment of this Agreement on the part of Consultant and such determination shall be final and binding on Consultant.

12. Entire Agreement

This Agreement, including Exhibits A, B, C, and D????, constitutes the entire Agreement between Owner and Consultant, and any prior agreements or understandings between Owner and Consultant with respect to any portion of the Work are hereby merged into and with this Agreement.

13. Consultant as Independent Contractor

Notwithstanding any other provision of this Agreement, Consultant's status shall be that of an independent contractor and not that of a servant, agent or employee of Owner. Accordingly, Consultant shall not hold itself out as, nor claim to be acting in the capacity of, an officer, agent, employee or servant of Owner.

14. Maintenance, Audit and Examination of Accounts

Consultant shall, until the earlier of six (6) years after completion of the performance of the Work or six (6) years after termination of this Agreement, maintain, and require all Subconsultants to maintain, complete and correct books and records relating to all aspects of Consultant's obligations hereunder, including without limitation, accurate cost and accounting records specifically identifying the costs incurred in performing their respective obligations, and shall make such books and records available to Owner or its authorized representatives for review and audit at all such reasonable times as Owner from time to time may request. In the event that Consultant and/or any Subconsultants shall fail to comply with the provisions of this Section 14, and as a result thereof shall be unable to provide reasonable evidence of such compliance, Owner shall not be required to pay any portion of the Fee and Reimbursable Expenses then due or next becoming due, as the case may be, with respect to such items, and if such compensation has already been paid, Owner may require Consultant to refund any such payment made. Any excessive audit costs incurred by Owner due to Consultant's or any Subconsultant's failure to maintain adequate records shall be borne by Consultant.

15. Acceptance of Final Payment; Release and Discharge

The acceptance by Consultant of the final payment under this Agreement, or any final payment due on earlier termination of this Agreement under Section 6 hereof, shall constitute a full and complete waiver and release of Owner from any and all claims, demands and causes of action whatsoever which Consultant, and/or its successors and assigns have, or may have, against Owner under the provisions of this Agreement, unless a detailed and verified statement of claim is served upon Owner not later than the making of the final payment. It is expressly understood and agreed that Owner's or Consultant's termination of this Agreement pursuant to Sections 6 or 7 hereof shall not give rise to any claim against Owner for damages, compensation or otherwise as a result of such termination, and that under such circumstances Owner's liability to make payments to Consultant on account of any and all Work shall be limited to the payments set forth in Section 6 or Section 7, as the case may be.

16. Covenants, Representations and Warranties

(a) Consultant represents and warrants to Owner that:

(i) no public official is directly or indirectly interested in this Agreement, or in the supplies, materials, equipment, work, labor or services to which it relates or in any of the profits thereof;

(ii) except as set forth in this Agreement, Consultant has, and shall have, no interest, direct or indirect, in the project to which the Work relates;

(iii) to the best of its knowledge, upon due inquiry, no officer, member, partner or employee of Consultant has, prior to the date of this Agreement, been called before a grand jury, head of a state agency, head of a city department or other city agency to testify in an investigation concerning any transaction or contract had with the State of New York, any political subdivision thereof, a public authority, or with any public department, agency or official of the State of New York or of any political subdivision thereof and refused to sign a waiver of immunity

against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract.

(b) Consultant covenants and agrees that:

(i) recognizing that time for completion of the Work is of the essence, Consultant shall perform all of its obligations hereunder in a prompt and workmanlike manner and in accordance with the time periods for the Work set forth herein;

(ii) the personnel assigned and Subconsultants used by Consultant in the performance of its obligations hereunder shall be qualified in all respects for such assignment, employment and use;

(iii) Consultant, in the performance of its obligations hereunder, shall utilize the most efficient available methodology and technology for the purpose of reducing the cost and time of such performance;

(iv) Consultant shall comply with the provisions of all Federal, State and local statutes, laws, rules, ordinances and regulations that are applicable to the performance of this Agreement;

(v) should any claim be made or any action be brought against the Owner which is in any way related to the Work, Consultant shall diligently render to Owner any and all assistance which may be required by Owner as a result thereof; and

(vi) Consultant shall not commit its personnel to, nor engage in, any other projects during the term of this Agreement to the extent that such projects may adversely affect the quality or efficiency of the Work or would otherwise be detrimental to the conduct and completion of the Work and Consultant shall provide sufficient numbers of qualified personnel as shall be required to perform the Work in the time requested by Owner.

(c) The parties make mutual representations that to the best of their knowledge that any materials provided by either party for inclusion in the Work shall not infringe upon the copyright or trademark of any third party.

17. Indemnity

(a) Consultant shall be liable to, and shall indemnify Owner, each Member, officer, agent and employee of Owner for, and shall hold each of the foregoing harmless from and against, any and all claims, losses, damages, expense, penalties, costs or other liabilities, including, without limitation, attorneys' fees and disbursements, arising out of the performance of the Work or the breach of any of the provisions set forth in Section 16 hereof, and Consultant agrees that it shall defend any suit or action brought against Owner or any Member, officer, agent or employees of Owner which is based on any loss or liability or alleged loss or liability indemnified herein.

(b) Consultant shall be liable to, and shall indemnify Owner and each of the Members, officers, agents and employees of Owner for, and shall hold each of the foregoing harmless from and against, any and all claims made against any of the foregoing for infringement of any copyright, trademark or patent arising out of the use of any plans, designs and specifications furnished by Consultant in the performance of this Agreement.

18. Confidentiality

Consultant hereby agrees that data, recommendations, reports and other materials developed in the course of the Work are strictly confidential between Consultant and Owner and except as specifically provided herein, Consultant may not at any time reveal or disclose such data, recommendations or reports in whole or in part to any third party without first obtaining written approval from Owner.

19. Modification

No change, termination or attempted waiver of any of the provisions of this Agreement shall be binding unless in writing and signed by the party to be bound.

20. Waiver

Except as otherwise provided in Section 15 hereof, any party hereto may waive any of its rights hereunder without invalidating this Agreement or waiving any other rights hereunder, provided, however, that no waiver of any provisions of or default under this Agreement shall affect the right of any party thereafter to enforce such provisions or to exercise any right or remedy in the event of any other default, whether or not similar.

21. Severability

If any term or provision of this Agreement or the application thereof to any person or in any circumstance shall to any extent be determined to be invalid or unenforceable, the remaining provisions of this Agreement, or the application of such terms or provisions to persons or circumstances other than those as to which it is found to be invalid or unenforceable, shall in no way be affected thereby, and each term and provision of this Agreement shall be valid and binding upon the parties, and enforced to the fullest extent permitted by law.

22. New York Law/Forum Selection/Jurisdiction

This Agreement shall be construed under, and be governed by, the laws of the State of New York. All actions

or proceedings relating, directly or indirectly, to this Agreement shall be litigated only in courts located within the County of New York. Consultant, any guarantor of the performance of its obligations hereunder ("Guarantor") and their successors and assigns hereby subject themselves to the jurisdiction of any state or federal court located within such county, waive the personal service of any process upon them in any action or proceeding therein and consent that such process be served by certified or registered mail, return receipt requested, directed to the Consultant and any successor at Consultant's address hereinabove set forth, to Guarantor and any successor at the address set forth in the instrument of guaranty and to any assignee at the address set forth in the instrument of assignment. Such service shall be deemed made two days after such process is so mailed.

23. Provisions Required by Law

All provisions required by law to be included in this Agreement shall be deemed to be included herein with the same effect as if set forth in full herein.

24. Notices

Any notice, approval, consent, acceptance, request, bill, demand or statement required or permitted to be given hereunder (a "Notice") from either party to the other shall be in writing and shall be deemed given when received by overnight mail or when deposited with the United States Postal Service in a postage prepaid envelope, certified or registered mail, addressed to the other party at the addresses set forth above. If to Owner, Notices shall be sent to the attention of **BPCA PERSON, TITLE**, with a copy to the General Counsel, and if to Consultant, Notices shall be sent to the attention of **CONSULTANT CONTACT**. Either party may at any time change such address or add additional parties to receive a Notice by mailing, as aforesaid, to the other party a Notice thereof.

25. Approval and Use of Subconsultants

(a) Except as specifically provided herein, Consultant shall not employ, contract with or use the services of any consultants, contractors or other third parties (collectively, "Subconsultants") in connection with the performance of its obligations hereunder without the prior written consent of Owner to the use of each such Subconsultant, and to the agreement to be entered into between Consultant and any such Subconsultant. Consultant shall inform Owner in writing of any interest it may have in a proposed Subconsultant. No such consent by Owner, or employment, contract, or use by Consultant, shall relieve Consultant of any of its obligations hereunder.

(b) Consultant shall be responsible for the performance of the Work of any

Subconsultants engaged, including the maintenance of schedules, coordination of their Work and resolutions of all differences between or among Consultant and any Subconsultants. It is expressly understood and agreed that any and all Subconsultants engaged by Consultant hereunder shall at all times be deemed engaged by Consultant and not by Owner.

(c) Upon the request of Owner, Consultant shall cause any Subconsultant employed by the Consultant in connection with this Agreement to execute a copy of this Agreement wherein such Subconsultant shall acknowledge that it has read and is fully familiar with the terms and provisions hereof and agrees to be bound thereby as such terms and provisions are or may be applicable to such Subconsultants.

26. Employment and Diversity

26.1. Definitions

The following terms shall have the meanings set forth below for the purposes of this Article 26:

(a) “Certified Business.” A business verified as a minority or women-owned business enterprise by the Division or such other New York State agency authorized to make such certification.

(b) “Diversity Program.” The program by which Owner shall monitor Consultant’s compliance with the requirements set forth in (i) the MBE/WBE Required Participation Plan and (ii) the Utilization Plan.

(c) “Division.” The Division of Minority and Women’s Business Development of the New York State Department of Economic Development.

(d) “Director.” The Director or the Executive Director of the Division.

(e) “Directory.” The directory of certified businesses prepared by the Director for use by Owner and consultants in complying with the provisions of the Executive Law of the State of New York, Article 15-A.

(f) “MBE/WBE Required Participation Plan.” The plan previously submitted by a Consultant to Owner listing the certified MBEs and/or WBEs which the Consultant intends to use in the performance of this agreement in order to ensure that MBEs and WBEs are awarded a fair share of the total dollar value that is to be paid for the Work.

(g) “Minority Group Member.” A United States citizen or permanent resident alien who is and can demonstrate membership in one of the following groups:

(1) Black persons having origins in any of the Black African racial groups;

(2) Hispanic persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American descent of either Indian or Hispanic origin, regardless of race;

(3) Native American or Alaskan native persons having origins in any of the original peoples of North America; or

(4) Asian and Pacific Islander persons having origins in any of the Far East countries, South East Asia, the Indian subcontinent or the Pacific Islands.

(h) "Minority-owned Business Enterprise" ("MBE"). A business enterprise, including a sole proprietorship, partnership or corporation that is:

(1) at least 51 percent owned by one or more Minority Group Members;

(2) an enterprise in which such minority ownership is real, substantial and continuing;

(3) an enterprise in which such minority ownership has and exercises the authority to control and operate, independently, the day-to-day business decisions of the enterprise; and

(4) an enterprise authorized to do business in the State of New York and is independently owned and operated.

(i) "Subcontract." An agreement providing for a total expenditure in excess of \$25,000 for the performance of any portion of the Work between Consultant and any individual or business enterprise, including a sole proprietorship, partnership, corporation, or not-for-profit corporation, in which a portion of a contractor's obligation is undertaken or assumed.

(j) "Utilization Plan." A plan previously submitted by Consultant to Owner which sets forth the proposed percentages of employees who are either Minority Group Members or women and who will be used by Consultant to perform the Work.

(k) "Women-owned Business Enterprise" ("WBE"). A business enterprise, including a sole proprietorship, partnership or corporation that is:

(1) at least 51 percent owned by one or more United States citizens or permanent resident aliens who are women;

(2) an enterprise in which the ownership interest of such women is real, substantial and continuing;

(3) an enterprise in which such women ownership has and exercises the authority to control and operate, independently, the day-to-day business decisions of the enterprise; and

(4) an enterprise authorized to do business in the State of New York and which is independently owned and operated.

26.2. Equal Employment Opportunities for Minority Group Members and Women

(a) During the performance of the Work, Consultant agrees as follows:

(1) Consultant shall not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status; shall undertake or continue existing programs of diversity to ensure that Minority Group Members and women are afforded equal employment opportunities without discrimination; and shall make and document its good faith effort to achieve prompt and full utilization of Minority Group Members and women at all levels and in all segments of its work force where deficiencies exist.

(2) At the request of Owner, Consultant shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of Consultant's obligations herein.

(3) Consultant shall state in all solicitations or advertisements for employees that in the performance of the Work, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(4) Consultant and any Subconsultant shall be required to submit compliance reports in accordance with this Section 26 relating to their operations and the implementation of the Diversity Program in effect as of the date of execution of this Agreement.

(5) Contractor shall submit an EEO policy statement to Owner within seventy-two hours of notice from Owner of the awarding of this contract to Contractor. If Contractor does not have an existing EEO policy statement, Owner may provide to Contractor a model statement.

(6) For purposes of providing meaningful participation by MBE/WBE's for the Work and achieving the goals established herein, Consultant and its Subconsultants should reference the directory of New York State Certified MBE/WBE's found at the following internet address: <http://www.esd.ny.gov/mwbe.html>

Additionally, Consultant and its Subconsultants are encouraged to contact the Division of Minority and Woman Business Development ((518) 292-5250; (212) 803-2414; or (716) 846-8200) to discuss additional methods of maximizing participation by MBE/WBE's on the Work.

(7) Where MBE/WBE goals have been established herein, Consultant must document "good faith efforts", pursuant to 5 NYCRR §142.8, to provide meaningful participation by MBE/WBE's as Subconsultants or suppliers in the performance of the Work.

(b) Consultant shall include the provisions of subdivision (a) of this section in every

Subcontract in such a manner that the provisions will be binding upon each Subconsultant as to the Work in connection with this contract's execution.

(c) Miscellaneous

(1) The provisions of this section shall not be binding upon Consultant or its Subconsultants in the performance of any other work or the providing of services, or any other activities that are unrelated, separate or distinct from this Agreement as expressed by its terms.

(2) The requirements of this section shall not apply to any employment outside New York State, or application for employment outside such state, or solicitations, or advertisements therefore, or any existing programs of diversity regarding employment outside New York State and the effect of contract provisions required by this section shall be so limited.

(d) Enforcement

The parties agree to be bound by provisions of Article 15-A of the Executive Law of the State of New York and by the regulations adopted pursuant thereunder.

26.3. Workforce Participation

(a) Consultant is required to make good faith efforts to achieve the participation of **????%** Minority Group Members and/or women in the personnel utilized by Consultant in the Work as set forth in the Utilization Plan.

(b) To ensure compliance with this Section, Consultant shall submit a staffing plan to document the composition of the proposed workforce to be utilized in the performance of this contract by the specified categories listed, including ethnic background, gender, and Federal occupational categories. Consultants shall complete the staffing plan form and submit it as part of their bid or proposal or within a reasonable time, but no later than the time of award of the contract.

(c) The participation for Minority Group Members and women employees must be substantially uniform throughout the work.

(d) Consultant shall not participate in the transfer of Minority Group Member employees or women employees from employer to employer or from project to project for the sole purpose of satisfying the participation goals above set forth.

(e) In achieving such participation, Consultant is required to make good faith efforts to find and employ qualified Minority Group Members and women supervisory personnel and staff.

(f) Consultant shall meet with Owner, and such other persons as Owner may invite, on a periodic basis as required by Owner to discuss issues relating to Minority Group Members and women workforce participation. At such meetings, Consultant shall report on the names of its Subconsultants then engaged on the project to which the Work relates or which within 60 days are scheduled to be engaged on such project, on the nature of the work and anticipated schedule of Consultant and Subconsultants, on the anticipated hiring needs of Consultant and

Subconsultants, on the names of the responsible supervisors directly employed by Consultant, and such information requested by Owner that will then promote the employment of Minority Group Members and women. Consultant shall use its best efforts to obtain the above information and shall, upon Owner's request, cause its Subconsultants to attend said meetings and provide the above information.

(g) Compliance reports with respect to the Utilization Plan ("Utilization Compliance Reports") which shall be submitted to Owner's Diversity officer on a monthly basis and shall be in accordance with the following:

(1) Owner may require that Consultant submit Utilization Compliance Reports for the duration of this contract to Owner regarding Consultant's operation and implementation of the Utilization Plan portion of the Diversity Program in effect as of the date of execution of this Agreement.

(2) The Utilization Compliance Reports shall include information on any Subconsultant involved in the performance of the contract with regard to the Subconsultant's compliance with the Diversity Program.

(3) The Utilization Compliance Reports shall include, but are not limited to the following:

(i) a breakdown of the Subconsultants by ethnic background, gender or such other categories as may be required by Owner;

(ii) the actions the Consultant and Subconsultants have taken to meet the components of the Diversity Program;

(iii) how Consultant and Subconsultants intend to utilize participation of Minority Group Members and women in their workforce in connection with the performance of the Work and timetables therefor during the remainder of their performance of the Work.

(h) Any failure by Consultant to submit a required Utilization Compliance Report, including information on any of its Subconsultant's compliance, may be deemed a breach of contract with respect to this agreement.

(i) Consultant shall include the provisions in Section 26.3 in every Subcontract, and such provisions shall be binding upon each Subconsultant.

26.4. Minority Business Enterprise (MBE) Participation and Women's Business Enterprise (WBE) Participation

(a) Consultant shall make good faith efforts to attain the participation of ???% MBEs and/or WBEs in the total dollar value of the Work.

(b) The total dollar value of the Work for purposes of determining compliance with the MBE/WBE Required

Participation Plan shall be calculated as follows:

- (1) if an MBE and WBE is not the Consultant -- the dollar value of the Work subcontracted to MBEs and WBEs; provided, however, that where materials are purchased from an MBE and WBE which acts merely as a conduit for goods manufactured or produced by a non-MBE and non-WBE, only that portion of the price paid for such materials which will accrue as profit to the MBE or WBE and/or the Fee received by the MBE and WBE shall be included;
- (2) if Consultant is a joint venture including one or more MBEs and WBEs as joint venturers -- the Fee multiplied by the percentage of the joint venture's profits (or losses) which are to accrue to the MBE and WBE joint venturer(s) under the joint venture agreement; and
- (3) if an MBE and WBE is Consultant or where Consultant is a joint venture consisting entirely of MBEs and WBEs -- the Fee.

(c) Compliance reports with respect to the MBE/WBE Required Participation Plan ("MBE/WBE Compliance Reports") shall be required as follows:

- (1) MBE/WBE Compliance Reports shall be submitted to Owner and shall include information with respect to:
 - (i) dividing the Work to be subcontracted into smaller portions, where economically and technically feasible;
 - (ii) actively and affirmatively making a good faith effort to solicit bids for subcontracts from qualified MBEs and WBEs identified in the directory of certified businesses available at the office of the Owner's Diversity Officer, including the circulation of solicitations to minority contractor associations. Consultant shall maintain records detailing the efforts made to provide for meaningful MBE and WBE participation in the Work, including the names and addresses of all MBEs and WBEs contacted and, if any such MBE or WBE is not selected as a joint venture or subcontractor, the reasons for such decision;
 - (iii) making plans and specifications for prospective work available to MBEs and WBEs in sufficient time for review;
 - (iv) utilizing the services and cooperating with those organizations providing technical assistance to Owner in connection with the participation of MBEs and WBEs in the project to which the Work relates;
 - (v) encouraging the formation of joint ventures, partnerships or other similar arrangements among subcontractors where appropriate;
 - (vi) ensuring that provision is made to provide progress payments to MBEs and WBEs on a timely basis; and

(vii) not requiring bonds from and/or providing bonds and insurance for MBEs and WBEs where appropriate, and/or assisting in obtaining bonds and insurance for MBEs and WBEs where feasible.

(2) MBE/WBE Compliance Reports which shall be submitted to the Diversity Department on the monthly basis.

(3) MBE/WBE Compliance Reports shall also include, but not be limited to, the following information:

(i) the name, address and telephone number of each certified MBE and WBE which Consultant is using or intends to use to comply with the MBE/WBE Required Participation Plan.

(ii) a brief description of the contract scope of work to be performed for the Consultant by each certified MBE and WBE and the scheduled dates for performance;

(iii) a statement of whether Consultant has a written agreement with each certified MBE and WBE which Consultant is using or intends to use, and if requested, copies of such agreements;

(iv) the actual total cost of the contract scope of work to be performed by each certified MBE and WBE for this Agreement; and

(v) The actual amounts of any payments made by Consultant to each certified MBE and WBE as of the date the MBE/WBE Compliance Report was submitted.

(d) Consultant shall provide Owner with M/WBE and/or Workforce Monthly Utilization Reports, by the last calendar day of each month, in the form of ("Exhibit C") hereto. Failure to provide such reports shall be an event of default of contractor's obligations pursuant to this Section. (IF NO GOALS JUST WRITE, "M/WBE and Workforce Utilization Reports – n/a").

(e) Consultant shall provide proof of payment to all subcontractors and materialmen in the form of a waiver of lien or cancelled check, with each request for payment. Failure to provide such proof of payment shall be an event of default of contractor's obligations pursuant to this Section. (IF NO GOALS JUST WRITE, "Contractor Proof of Payment – n/a").

26.5 Failure to Comply

(a) In accordance with 5 NYCRR §142.13, Contractor acknowledges that if it is found to have willfully and intentionally failed to comply with the M/WBE participation goals set forth herein or any other requirements set forth

in this Article 27, such finding constitutes a breach of contract and Owner may withhold payment from the Contractor as liquidated damages.

(b) Such liquidated damages shall be calculated based on the actual cost incurred by Owner related to Owner's expenses for personnel, supplies and overhead related to establishing, monitoring, and reviewing certified M/WBE programmatic goals and Diversity and Equal Opportunity compliance.

27. Interest of Others

Nothing in this Agreement shall be construed to give any person other than Owner and Consultant any legal or equitable right, remedy or claim. This Agreement shall be held to be for the sole and exclusive benefit of Owner and Consultant.

28. Executory Contract

It is understood by and between the parties hereto that this Agreement shall be deemed executory to the extent of the monies available to Owner and no liability on account thereof shall be incurred by Owner beyond monies available for the purpose thereof. In no event shall any claim be asserted under this Agreement by Consultant or any Subconsultant against any member, officer, employee, lessee, consultant or agent of Owner, or the State of New York. By execution of this Agreement, Consultant agrees to look solely to Owner with respect to any claim which may arise.

29. Participation in International Boycott Prohibited

Consultant agrees, as a material condition of this Agreement, that neither Consultant nor any substantially

owned or affiliated person, firm, partnership or corporation has participated or is participating or shall participate in an international boycott in violation of the provisions of the United States Export Administration Act of 1969, as amended, or the United States Export Administration Act of 1979, as amended, or the Regulations of the United States Department of Commerce promulgated thereunder. This Agreement shall be rendered forfeit and void by the Comptroller of the State of New York if, subsequent to execution, such person, firm, partnership or corporation has been convicted of a violation of the provisions of either of such federal acts or such Regulations or has been found upon the final determination of the United States Commerce Department or any other appropriate agency of the United States to have violated the provisions of either of such federal acts or such Regulations.

30. MacBride Fair Employment Principles

If the amount payable to Consultant under this Agreement is greater than \$15,000, Consultant hereby certifies that it and/or any individual or legal entity in which it holds a 10% or greater ownership interest, and any individual or legal entity that holds a 10% or greater ownership in it, either have no business operations in Northern Ireland, or shall take lawful steps in good faith to conduct any business operations they have in Northern Ireland in accordance with the MacBride Fair Employment Principles relating to nondiscrimination in employment and freedom of workplace opportunity regarding such operations in Northern Ireland, as set forth in Section 165 (5.) of New York's State Finance Law, and shall permit independent monitoring of their compliance with such Principles.

31. Termination for Failure to Disclose Under NYS Finance Law §139k

The Hugh L. Carey Battery Park City Authority reserves the right to terminate this contract in the event it is found that the certification filed by Contractor/Consultant pursuant to New York State Finance Law §139-k was intentionally false or intentionally incomplete. Upon such finding, Hugh L. Carey Battery Park City Authority may exercise its termination right by providing written notification to the Contractor/Consultant in accordance with the written notification terms of this contract. If a contract is terminated in accordance with State Finance Law §139k(5), Hugh L. Carey Battery Park City Authority, its subsidiaries and affiliates, will include a statement in Hugh L. Carey Battery Park City Authority's procurement record describing the basis for any action taken under the termination provision.

32. Comptrollers Approval

If this contract is considered an eligible contract as defined by Title 2 of NYCRR Part 206, it is subject to the New York State Comptroller's approval, and therefore shall not be valid and enforceable until that approval has been obtained. A contract is considered "eligible" as defined by Title 2 of NYCRR Part 206, if it is not a specifically exempt contract, is executed by a state authority on or after March 1, 2010 where the aggregate consideration under the contract may reasonably be valued in excess of one million dollars, AND the contract is either (1) awarded on a single-source basis, sole-source basis or pursuant to any other method of procurement that is not a competitive procurement OR (2) supported in whole or part with funds appropriated from the Community Projects Fund (007).

33. Form of Agreement not an Offer

Notwithstanding anything herein to the contrary, the submission of this form of Agreement by the Authority to Consultant shall not constitute an offer, and execution hereof by Consultant shall not be considered acceptance of an offer. A binding contract between the parties shall exist only if and at such time as both parties have executed this document.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

HUGH L. CAREY BATTERY PARK CITY AUTHORITY

By: _____

Name: _____

Title: _____

SAME NAME AS ON COVER PAGE, INC. CORP. CO.

By: _____

Name: _____

Title: _____

FEIN# ??????????????????????????????

EXHIBIT D

COST PROPOSAL

(Proposer to submit executed Cost Proposal on its letterhead)

Date:

Battery Park City Authority
One World Financial Center - 24th Floor
New York, New York 10281

Attention: Della Lee
Administrative Assistant

Dear Ms. Lee:

The undersigned (the "Proposer") hereby proposes to provide all specified work necessary to perform the work for the **2014 Rockefeller Park Swing Set Repair & Safety Surface Installation**. The Proposer agrees to commence the Work immediately upon receipt of the Initial Letter of Intent in accordance with the terms stipulated in the following pages, for the sum written below.

A. Base Proposal

A total Lump sum amount of \$_____ (_____ Dollars and _____ Cents) to perform all associated work as described in the Authority's Request for Proposals for Section 1.

A total Not to Exceed amount of \$_____ (_____ Dollars and _____ Cents) for Reimbursable Expenses

.

B. Itemized Proposal and Labor Rates

1. The Proposer has submitted with its proposal an itemized cost for the Work, according to the attached schedule of items, for the Scope of Work in Appendix V.
2. The Proposer has submitted with its proposal, labor rates for all trades, including all costs except overhead and profit. Prices shown include base hourly rate, overtime rate, insurance and benefits.

Name of Proposer:

By: _____

Title: _____

EXHIBIT E

LABOR RATES

The following labor rates are to be listed by craft and classification (Foreman, Journeyman, etc.) and are to include base wages, benefits, taxes, insurance and payroll costs complete. Overhead and profit are not to be included:

<u>CRAFT</u>	<u>CLASSIFICATION</u>	<u>HOURLY RATES</u>	<u>OVERTIME</u>
<u>LABORER</u> <u>CONCRETE</u>	_____	_____	_____
<u>CARPENTER</u>	_____	_____	_____
<u>IRON WORKER</u>	_____	_____	_____
<u>LABORER</u>	_____	_____	_____
<u>LABORERS - LESS</u> <u>SKILLED</u>	_____	_____	_____
<u>OPERATING</u> <u>ENGINEER</u>	_____	_____	_____
<u>FIELD</u> <u>SUPERVISOR</u>	_____	_____	_____
<u>FOREMAN</u>	_____	_____	_____
<u>TEAMSTER</u>	_____	_____	_____
<u>ELECTRICIAN</u>	_____	_____	_____
<u>PLUMBER</u>	_____	_____	_____

<Name of Company>
<Name of Proposer>

Signed Date

By: <Printed Name>

EXHIBIT F

Schedule of Values

Rockefeller Park Terrace Swings

Owner: Battery Park City Authority

Schedule of Values / Construction Cost Estimate:

<u>Item Number:</u>	<u>Item Description:</u>	<u>Unit:</u>	<u>Quantity:</u>	<u>Price per Unit:</u>	<u>Total per Item:</u>
1254/4-01	Mobilization	L.S.	1.00		
1254/4-02	Work Zone Safety Control	L.S.	1.00		
1254/4-03	Preconstruction Survey	L.S.	1.00		
1254/4-04	Remove and Dispose Existing Safety Surface, Playground Type, 36"x36" tiles	Sq. Ft.	3,050.00		
1254/4-05	Remove and Dispose Existing Safety Surface Concrete Underlayment, 4" Thick, In Swigs Area	Sq. Ft.	1,250.00		
1254/4-06	Remove and Dispose Existing 6" Dia. Laminated Turned Round Timber Fence Post	Each	32.00		
1254/4-07	Remove and Dispose Existing 6" Dia. Laminated Turned Round Timber Swing Set Post	Each	10.00		
1254/4-08	Remove, Refurbish/Restore/Repair and Store Existing 3'-6" High Chain Link Fence Panels Including All Hardware and Top and Bottom Rails. New Chain Link Fence Fabric Required.	Each	30.00		
1254/4-09	Remove Refurbish/Restore/Repair and Store Existing Chain Link 3'-6" Wide Gates Including All Hardware. New Chain Link Fence Fabric Required. One Gate to be Remanufactured and Replaced with In-kind	Each	2.00		
1254/4-10	Remove Remove and Dispose Existing Swing Set Crossbars Including All Hardware	Each	4.00		
1254/4-11	Remove and Dispose Existing Swing Set Crosspiece Fittings Including All Hardware.	Each	5.00		
1254/4-12	Remove and Dispose Existing Swing Seat Crosspiece Fittings Including All Hardware, Seats to be Replaced with New in Kind	Each	8.00		
1254/4-13	Crushed Stone (Gradation 3/4")	Cu. Yard	18.00		
1254/4-14	Poured-in-Place PlayBound Safety Surface, Playground Type, 4-1/2" Thick for 10' Critical Fall Height, Swings Location. Color A.O.B.E. - As Ordered by Engineer	Sq. Ft.	1,250.00		

Battery Park City Authority Request For Proposals

<u>Item Number:</u>	<u>Item Description:</u>	<u>Unit:</u>	<u>Quantity:</u>	<u>Price per Unit:</u>	<u>Total per Item:</u>
1254/4-15	Poured-in-Place PlayBound Safety Surface, Playground Type, 2-1/2" Thick for 6' Critical Fall Height, Water Park Location. Color A.O.B.E. - As Ordered by Engineer	Sq. Ft.	1,800.00		
1254/4-16	Install 6" Dia. Alaskan Yellow Cedar Laminated Turned Round Timber Fence Post	Each	32.00		
1254/4-17	Install 6" Dia. Alaskan Yellow Cedar 6" Dia. Laminated Turned Round Timber Swing Set Post	Each	10.00		
1254/4-18	Reinstall 3'-6" High Chain Link Fence Panels Including All Hardware and Top and Bottom Rails. New Chain Link Fence Fabric Required.	Each	30.00		
1254/4-19	Reinstall Chain Link Gates, 3'-6" Wide, Including All Hardware. New Chain Link Fence Fabric Required. One Gate to be Remanufactured with In kind	Each	2.00		
1254/4-20	Manufacture and Install New Swing Set Crossbars in Kind with Existing Including All Hardware, Pre-construction Survey and Shop Drawings will be Required	Each	4.00		
1254/4-21	Manufacture and Install New Swing Set Crosspiece Fittings in Kind with Existing Including All Hardware, Pre-construction Survey and Shop Drawings will be Required	Each	5.00		
1254/4-22	Manufacture and Install New Swing Seat Crosspiece Fittings in Kind with Existing Including All Hardware. Seats to be Replaced with New in Kind; Pre-construction Survey and Shop Drawings will be Required	Each	8.00		
	<u>Total Construction cost:</u>				
1254/4-23**	Replace Existing Galvanized Steel 6" Dia. Pipe with Base Plate Sleeves for Wood Post. Anchor Bolts and Excavation Included. A.O.B.E. - As Ordered by Engineer, if necessary.	Each	42.00		
1254/4-24**	Drill and Grout Anchor Bolts (18" Deep for Compression Grout-7,000 LB per Square Inch Compressive Strength or 9" for Chemical Grout Epoxy Type). A.O.B.E. - As Ordered by Engineer, if necessary.	Each	168.00		
1254/4-25**	Clean Existing Drainage. A.O.B.E. - As Ordered by Engineer, if necessary.	Linear Ft.	230.00		
	<u>** - Contractor to provide unit prices for this Items. Items will be added to the Contract (A.O.B.E.) - As Ordered by Engineer, if required.</u>				

EXHIBIT G
Specifications

Item 1254/4-01 - MOBILIZATION

DESCRIPTION.

Under this work the Contractor shall provide necessary bonds, insurance, and prefinancing and shall set up his necessary general plant, including shops, storage areas, office and such sanitary and other facilities as are required by local or state law or regulation.

MATERIALS.

Such materials as required for mobilization and that are not to be part of the completed contract shall be as determined by the Contractor, except that they shall conform to any pertinent local or State Law, regulation or code.

CONSTRUCTION DETAILS.

The work required to provide the above facilities and service for mobilization shall be done in a safe and workmanlike manner and shall conform with any pertinent local or State Law, regulation or code. Good housekeeping consistent with safety shall be maintained.

METHOD OF MEASUREMENT.

Payment for mobilization will be made on a lump sum basis.

BASIS OF PAYMENT.

The amount bid for mobilization shall not exceed four percent (4%) of the total contract bid price excluding the bid price for mobilization. Should the bidder exceed the foregoing four percent (4%), the BPCA will make the necessary adjustment to determine the total amount bid based on the arithmetically correct proposal.

The amount bid shall include the furnishing and maintaining of services and facilities noted under DESCRIPTION SECTION, to the extent and at the time the Contractor deems them necessary for his operations, consistent with the requirements of this work and the respective contract.

The amount bid shall be payable to the Contractor with the first contract payment made for other contract work.

Payment will be made under:

Item No.	Item	Pay Unit
1254/4-01	Mobilization	Lump Sum

Item 1254/4-02 - WORK ZONE SAFETY CONTROL

DESCRIPTION

General.

Work zone traffic control shall consist of all work to provide for the safe and efficient movement of pedestrian, bicycle and vehicle traffic through or around work zones, and to protect workers and the public from damage to person and property which may result, directly or indirectly, from any construction operations, under the direction of a trained, responsible person, as shown in the contract documents, the MUTCD and as directed by the Engineer. The duration of this work shall be from the date any work is started on the contract site, including mobilization of equipment, signs, offices, and shops until the date of contract final acceptance. Temporary materials and components that are furnished by the Contractor shall remain the property of the Contractor.

Basic Work Zone Safety Control.

Work shall consist of controlling traffic over a reasonably smooth traveled way which shall be marked by signs, delineators, channelizing devices, pavement markings, and other devices as shown in the contract documents or as directed by the Engineer.

Work after sunset and before sunrise shall include additional requirements for nighttime operations including, but not limited to, a written plan for nighttime operations, additional worker and equipment protection, additional channelizing devices and contract site patrol.

The Contractor shall conduct its operations to ensure the safety and convenience of travelers and abutting property owners as well as the safety of all workers on the contract. Travelers include, but may not be limited to motorists, motorcyclists, bicyclists and pedestrians.

Maintain Public Access. Work shall consist of maintaining public access to intersecting roads, residences, business establishments, adjacent property, bus stops and transportation facilities for pedestrians, and bicyclists.

Construction Signs. Work shall consist of furnishing, installing, moving, deactivating, maintaining, and removing construction signs as directed by the Engineer.

Flagging and Traffic Control. Work shall consist of furnishing the necessary traffic control equipment and flaggers for adequate traffic control.

Interim Tubular Markers. Work shall consist of furnishing, installing, moving, and maintaining interim tubular markers attached to the pavement as directed by the Engineer.

Construction Barricades. Work shall consist of furnishing, installing, moving, maintaining, and removing construction barricades, as directed by the Engineer.

MATERIALS.

All materials used shall comply with the requirements of Materials Data Sheets and Manufacturing Specifications.

Construction Signs. Fabrication of all components shall produce a finished sign panel. Holes may be punched or drilled. Edges shall be smooth and true and free from burrs or ragged breaks. Sign panels, including face shape, color, dimensions, and characters shall be fabricated using colors, character series and sizes, symbols, route shields and borders as shown in the MUTCD or ordered by Engineer.

CONSTRUCTION DETAILS.

General. The Contractor shall each designate a trained, responsible person who has the primary responsibility and sufficient authority for implementing the work zone traffic control plan and other safety and mobility aspects as necessary. The Contractor's responsible person shall be appropriately experienced and trained in accordance with the level of decisions that the individual will be required to make, reflecting current industry practices and Authority requirements.

The pedestrians' safe access from the street or highway, sidewalks, walkways, or other accommodations shall be provided by Contractor to allow their safe passage as ordered by the Engineer. When sidewalks, walkways, or shoulders must be temporarily closed to facilitate construction operations, accommodations for safe pedestrian passage shall be maintained at all times, unless other temporary pedestrian accommodations are approved by the Engineer.

Maintain Public Access. The Contractor shall provide and maintain at all times safe and adequate ingress and egress for intersecting sidewalks, residences, business establishments, adjacent properties, bus stops and other transportation facilities for vehicles, pedestrians and bicycles; at existing or at new access points, consistent with the work, unless otherwise authorized by the Engineer. Whenever construction operations disrupt or interfere with normal traffic patterns, intersections, business establishment access points, and driveways shall be clearly marked using channelizing devices.

Where pedestrian facilities exist, or where pedestrian traffic is reasonably anticipated, the Contractor shall maintain pedestrian access on at least one side of the highway or street at all times, and ensure accessibility for persons with disabilities in accordance with the contract documents and consistent with provisions of the Americans With Disabilities Act. Pedestrian access may be provided using existing pedestrian facilities, temporary sidewalks or walkways, or alternate paths. Where a sidewalk is closed, it shall be marked with construction barricade and a SIDEWALK CLOSED sign. Advance warning signs and directional guidance shall be provided to direct pedestrians to alternate paths and crosswalks and to alert motorists. Potentially hazardous areas adjacent to sidewalks, walkways, or other areas used by pedestrians shall be protected to prevent pedestrian intrusion in accordance with Restricted Areas Protection Specifications.

Construction Vehicles and Equipment. All construction vehicles and equipment operating within the contract limits, whether in the work space, in the traffic space, in spoil areas, in storage areas, or any other areas of the contract, shall be operated at all times with due consideration for the safety of the public and workers.

All trucks with a GVWR greater than 10,000 lbs shall display a minimum 2 inch wide band of reflective sheeting on the front, rear and each side. The sheeting need not be continuous, but the sum of the length of the segments shall be at least one-half the length of the body or trailer. The centerline of the sheeting shall be between 15 inches and 60 inches above the ground. All equipment shall display a minimum 2 inch wide band of reflective sheeting on the front and rear (100 square inches per end minimum) as practicable.

All vehicles and equipment within the contract limits and on the roadway shall be equipped with, and operate, a rotating amber beacon which shall be visible from all directions for a minimum of 1,000 feet during daylight. Strobe lights will not be allowed. If visibility of the amber beacon is blocked by a portion of the vehicle or equipment, additional beacons shall be provided. Short-term delivery vehicles not equipped with rotating amber beacons shall display four-way emergency flashers when in the temporary traffic control zone. Beacons shall be mounted in a manner which does not cause glare for the driver or operator.

Any vehicle with a GVWR greater than 10,000 lbs and with restricted visibility to the rear shall be equipped with a operational audible backup alarm. Any vehicle with a non-operational backup alarm shall be taken out of service until the alarm is repaired.

Contract Site Patrol. The Contractor shall provide adequate personnel and supervision to conduct operations and patrol the contract site to ensure that conditions are adequate for public safety and convenience at all times. The Contractor shall patrol the site as often as necessary during working and non-working hours to adjust and maintain signs, channelizing devices, and other traffic control devices and safety features.

BASIS OF PAYMENT.

The lump sum price bid for basic work zone traffic control shall include all labor, materials and equipment necessary to complete the work.

Progress payments will be made at 20 percent of the lump sum price bid when 10 percent of the contract work, excluding basic work zone safety control, contingency items and mobilization, has been completed. The remaining 80 percent will be paid in subsequent contract payments, in proportion to the amount of other contract work completed, less any non-payment for deficient work zone traffic control.

Payment will be made under:

Item No.	Item	Pay Unit
Item 1254/4-02	- WORK ZONE SAFETY CONTROL	Lump Sum

Item 1254/4-03 – PRECONSTRUCTION SURVEY

DESCRIPTION

Survey Operations. This work shall consist of providing all necessary surveying to establish, spatially position, measure, navigate to and verify the locations of existing and proposed features and measure quantities of items in accordance with the contract documents or as directed by the Engineer. This work includes but is not limited to the establishment or reestablishment of primary and secondary control, the stakeout of proposed features, the location or verification of existing items or of constructed items, and the coordination and sharing of engineering data with the Authority or other contract project Engineers.

MATERIALS

None specified

CONSTRUCTION DETAILS

None specified

BASIS OF PAYMENT

The price bid shall include the cost of furnishing all labor, materials and equipment necessary to satisfactorily complete the work. Progress payments will be made in proportion to the amount of work completed as determined by the Engineer.

Payment will be made under:

Item No.	Item Description	Pay Unit
1254/4-03	Pre-Construction Survey	Lump Sum

Item 1254/4-04 – REMOVE AND DISPOSE EXISTING SAFETY SURFACE, PLAYGROUND TYPE

DESCRIPTION:

Under this item the contractor shall carefully remove and dispose existing safety surface tiles playground type in the locations shown on the plans, or as directed by the Engineer.

MATERIALS:

This Section is Not Applicable.

CONSTRUCTION DETAILS:

This Section is Not Applicable.

METHOD OF MEASUREMENT:

Existing safety surface tiles playground type shall be measured by the number of square yards of removed tiles. Existing safety surface tiles playground type shall be removed and properly disposed.

BASIS OF PAYMENT:

The unit price bid per square yard shall include the cost of all labor, materials and equipment necessary to complete the work including excavation of subbase course necessary to remove the existing safety surface tiles playground type.

Payment will be made under:

Item No.	Item	Pay Unit
1254/4-04	REMOVE AND DISPOSE EXISTING SAFETY SURFACE, PLAYGROUND TYPE	SQ. FT.

Item 1254/4-05 – REMOVE AND DISPOSE EXISTING SAFETY SURFACE CONCRETE UNDERLIMENT, 4" THICK, IN SWINGS AREA

DESCRIPTION:

The work shall consist of the removal and disposal of concrete underliment, reinforcement, if present, and any miscellaneous materials encountered, as shown on the contract plans.

MATERIALS:

Not specified.

CONSTRUCTION DETAILS:

Not specified.

METHOD OF MEASUREMENT:

The work shall be measured by the area of concrete underliment, removed and disposed of. The quantities will be determined from field measurements.

BASIS OF PAYMENT:

The unit price bid per square foot shall include the cost of furnishing all labor and equipment to complete the work.

Payment will be made under:

Item No.	Item	Pay Unit	1254/4-05
	REMOVE AND DISPOSE EXISTING SAFETY SURFACE CONCRETE UNDERLIMENT, 4" THICK, IN SWINGS AREA	SQ. FT.	

Item 1254/4-06 – REMOVE AND DISPOSE EXISTING 6' DIA. LAMINATED TURNED ROUND TIMBER FENCE POST

Item 1254/4-07 – REMOVE AND DISPOSE EXISTING 6' DIA. LAMINATED TURNED ROUND SWING SET POST

DESCRIPTION:

Under this item the contractor shall carefully remove and dispose existing laminated turned round fence and swing set post in the locations shown on the plans, or as directed by the Engineer.

MATERIALS:

This Section is Not Applicable.

CONSTRUCTION DETAILS:

This Section is Not Applicable.

METHOD OF MEASUREMENT:

Removal and disposal of the existing laminated turned round fence post and swing set post shall be measured by the number of each post being removed.

Existing laminated turned round fence post and swing set post shall be removed and properly disposed.

BASIS OF PAYMENT:

The unit price bid per each shall include the cost of all labor, materials and equipment necessary to complete the work necessary to remove the existing laminated turned round fence post and swing set post.

Payment will be made under:

Item No.	Item	Pay Unit	
1254/4-06	Remove and Dispose Existing Laminated Turned Round Fence Post	Each	1254/4-07
	Remove and Dispose Existing Laminated Turned Round Swing set Post	Each	

Item 1254/4-08 - Remove, Refurbish/Restore/Repair/Store Existing 3'-6" High Chain Link Fence Panels Including All Hardware and Top and Bottom Rails. New Chain Link Fence Fabric Required

Item 1254/4-09 - Remove, Refurbish/Restore/Repair/Store Existing Chain Link 3'-6" Wide Gates Including All Hardware. New Chain Link Fence Fabric Required. One Gate to be Remanufactured and Replaced with In-Kind

Item 1254/4-10 - Remove, Refurbish/Restore/Repair/Store Existing Swing Set Crossbars Including All Hardware

Item 1254/4-11 - Remove, Refurbish/Restore/Repair/Store Existing Swing Set Crosspiece Fittings Including All Hardware

Item 1254/4-12 - Remove, Refurbish/Restore/Repair/Store Existing Swing Seat Crosspiece Fittings Including All Hardware

DESCRIPTION:

The Contractor shall remove, refurbish, restore, repair, store and reinstall:

- existing 3'-6" high chain link fence panels including all hardware and top and bottom rails including all hardware
- existing chain link 3'-6" wide gates including all hardware
- existing swing set crossbars including all hardware
- existing swing set crosspiece fittings including all hardware
- existing swing seat crosspiece fittings including all hardware

where shown on the plans or where directed by the Engineer.

MATERIALS:

All replacement and repair materials shall meet contract drawing criteria specified in the existing details. All replacement parts should be equal or better quality and has to be approved by the Authority or by Engineer assigned by Authority.

CONSTRUCTION DETAILS:

The existing 3'-6" high chain link fence panels including all hardware and top and bottom rails including all hardware, existing chain link 3'-6" wide gates including all hardware, existing swing set crossbars including all hardware, existing swing set crosspiece fittings including all hardware and existing swing seat crosspiece fittings including all hardware shall be removed, secured, refurbished, restored, repaired and stored in a location satisfactory to the Engineer. The post holes shall be cleaned as directed by the Engineer.

All fence or swing sets components damaged by the Contractor shall be replaced in kind, as directed by the Engineer, at no expense to the Authority.

METHOD OF MEASUREMENT:

Removal and storage of the existing 3'-6" high chain link fence panels including all hardware and top and bottom rails including all hardware, existing chain link 3'-6" wide gates including all hardware, existing swing set crossbars including all hardware, existing swing set crosspiece fittings including all hardware and existing swing seat crosspiece fittings including all hardware will be measured as each section of removal (25%) and reinstallation (75%) has been accomplished in accordance with the contract plans, specifications, and as directed by the Engineer.

BASIS OF PAYMENT:

The unit price bid for this item shall include all labor and equipment necessary to complete the work, including removal, refurbishing, restoration, repair, storage, reinstallation and repair or replacement of any damaged components caused by the Contractor's operation.

Payment will be made under:

Item No.	Item	Pay Unit
Item 1254/4-08	- Remove, Refurbish/Restore/Repair/Store	Each
	Existing 3'-6" High Chain Link Fence Panels Including All	
	Hardware and Top and Bottom Rails. New Chain Link	Fence Fabric
	Required	
Item 1254/4-09	- Remove, Refurbish/Restore/Repair/Store	Each
	Existing Chain Link 3'-6" Wide Gates Including All Hardware.	
	New Chain Link Fence Fabric Required. One Gate to be	
	Remanufactured and Replaced with In-Kind	
Item 1254/4-10	- Remove, Refurbish/Restore/Repair/Store	Each
	Existing Swing Set Crossbars Including All Hardware	
Item 1254/4-11	- Remove, Refurbish/Restore/Repair/Store	Each
	Existing Swing Set Crosspiece Fittings Including All Hardware	
Item 1254/4-12	- Remove, Refurbish/Restore/Repair/Store	Each
	Existing Swing Seat Crosspiece Fittings Including All Hardware	

Item 1254/4-13 - Crushed stone - Gradation ¾ Inch

DESCRIPTION.

This work shall consist of furnishing and placing, as shown on the plans or directed by the Engineer of crushed stone.

MATERIALS.

The materials shall meet the requirements of:

COARSE AGGREGATE:

SCOPE.

This specification covers the material details, requirements and methods for sampling and testing coarse aggregate generally used in Portland cement concrete, bituminous concrete and surface treatments.

SAMPLING.

Samples of coarse aggregates shall be obtained by and submitted to the Materials Bureau by a representative of the BPCA under the following conditions:

A. Sampling Approved Operating Sources. All approved operating sources shall be sampled when:

- The latest test for a source is two (2) years old.
- A change in the character of processed coarse aggregate occurs.
- The location of the source of raw material is shifted or a change in the character of raw material occurs.
- Considered necessary by the BPCA.

B. Sampling Non-approved or Rejected Operating Sources. Non-approved or rejected operating sources, equipped with adequate processing facilities, may be sampled upon favorable recommendation by an Engineer and approval by the Materials Bureau. Approval action on such sources may be conditioned on the results obtained by periodic sampling and testing as prescribed by the Engineer.

C. Sampling Proposed Unopened Sources of Material. Proposed unopened sources of material may be sampled upon the favorable recommendation of an Engineer and approval by Materials Bureau. The results of tests on such samples shall be for information only and shall be interpreted as indicative of the potential quality of the source. Action in regard to acceptance or rejection of a source will be taken only after processing facilities have been installed and approved.

Stripping.

All sources of coarse aggregate shall be thoroughly stripped of all inferior and objectionable material before processing operations are started and shall be kept stripped far enough from the working face to insure against undesirable material becoming mixed with the output. If undesirable material is furnished from accepted sources through faulty operation or any other cause whatsoever, the source and any objectionable material therefore may be rejected by the Engineer.

Annual Reports.

As part of the acceptance requirements, the following information shall be submitted to the Department annually for each operating source:

A. Gravel Operations

1. A Geologic Source Report that describes the characteristics of the material to be processed during the coming year.
2. Plant Flow Information describing the processing equipment and the products to be furnished unless otherwise indicated, and shall be furnished in the sizes or combination of sizes indicated on the plans or ordered by the Engineer.

CONSTRUCTION DETAILS.

Crushed stone shall be placed on the plans or as directed by the Engineer.

METHOD OF MEASUREMENT.

Measurement by Weight.

The quantity to be paid for shall be the number of tons, loose measure, incorporated into the work conforming to the requirements of these specifications and in accordance with the lines, grades, and cross-sections shown on the plans or as directed by the Engineer.

In-Place Measure.

The quantity to be paid for shall be the number of cubic yards of material placed, measured in the completed work, within the payment lines, as shown on the plans or as ordered by the Engineer.

BASIS OF PAYMENT.

The unit price bid shall include costs of all labor, material and equipment necessary to properly complete the work.

Payment will be made under:

Item No.	Item	Pay Unit
Item 1254/4-13	- Crushed Stone (In-Place Measure)	Cubic Yard

Item 1254/4-14 - Poured-in-Place PlayBound Safety Surface, Playground Type, 4-1/2" Thick for 10' Critical Fall Height

Item 1254/4-15 - Poured-in-Place PlayBound Safety Surface, Playground Type, 2-1/2" Thick for 6' Critical Fall Height

DESCRIPTION:

PlayBound - Poured-in-Place Playground Surfacing: Super-7 (when aromatic urethane for the top surface is specified) with a 7-year warranty & Extreme-10 (when aliphatic urethane for the top surface is specified) with a 10-year warranty.

PlayBound™ Poured-in-Place Playground Surfacing is designed for playgrounds.

MATERIALS:

PlayBound Poured-in-Place Playground Surfacing is certified by the International Play Equipment Manufacturers Association (IPEMA).

PlayBound Poured-in-Place surfacing is a 2-layer system consisting of a basemat of 100% post-consumer recycled SBR (styrene butadiene rubber) and polyurethane and a top surface consisting of recycled post-industrial EPDM (ethylene propylene diene monomer) rubber and aromatic or aliphatic urethane binder.

The type of playground equipment determines the required basemat thickness, and the basemat thickness may be different at various locations on the playground site. Depending on ASTM F1292 requirements for critical fall height 4', 5', 6', 7', 8', 9' or 10' (1.2, 1.75, 1.8, 2.1, 2.4, 2.7, 3.1, or 3.6 m), select basemat thickness from optional thicknesses 1 1/4 ", 1 1/2", 2", 2 1/2", 3", 3 1/2", 4", or 5" (31.75, 38, 51, 64, 76, 89, 102, or 127 mm), respectively. Specify project requirements and coordinate with working drawings.

Typical design edge details include:

- Loose fill poured-in-place crushed stone (contained)

- Loose fill poured-in-place concrete
- Flush poured-in-place
- Overrun poured-in-place
- Saw Cut poured-in-place

BASEMAT THICKNESSES

1 1/4", 1 1/2", 2", 2 1/2", 3", 3 1/2", 4", 5" (31.75, 38, 51, 64, 76, 89, 102, 127 mm)

TOP SURFACE THICKNESS

Nominal 1/2" (12.7 mm), minimum 3/8" (9.5mm), maximum 5/8" (15.9 mm)

TOP SURFACE COLORS

- Standard Combination - 50% Terra Cotta Red / 50% Black
- Standard Combination - 50% Beige / 50% Black
- Standard Combination - 50% Hunter Green / 50% Black
- Standard Combination - 50% Royal Blue / 50% Black
- Terra Cotta Red
- Primary Red
- Orange (indoor only)
- Pink
- Gold
- Beige
- Yellow
- Bright Green
- Army Green
- Hunter Green
- Teal
- Sky Blue
- Royal Blue
- Purple

- Pearl
- Eggshell
- Brown
- Light Gray
- Dark Gray
- Black
- Custom color combinations and graphics

APPLICABLE STANDARDS

ASTM International

- ASTM D412 Standard Test Methods for Vulcanized Rubber and Thermoplastic Rubbers and Thermoplastic Elastomers - Tension
- ASTM D624 Standard Test Method for Tear Strength of Conventional Vulcanized Rubber and Thermoplastic Elastomers
- ASTM D2047 Standard Test Method for Static Coefficient of Friction of Polish- Coated Floor Surfaces as Measured by the James Machine
- ASTM D2859 Standard Test Method for Flammability of Finished Textile Floor Covering Materials
- ASTM E303 Standard Test Method for Measuring Surface Frictional Properties Using the British Pendulum Tester
- ASTM F1292 Standard Specification for Impact Attenuation of Surface Systems Under and Around Playground Equipment
- ASTM F1951 Standard Specification for Determination of Accessibility of Surface Systems Under and Around Playground Equipment

PHYSICAL/CHEMICAL PROPERTIES

- *Shock attenuation (ASTM F1292) Gmax - Less than 200*
- Head injury criteria - Less than 1000

- Tensile strength (ASTM D412) - 60 psi (413 kPa)
- Tear resistance (ASTM D624) - 140%
- Water permeability - 0.4 gal/yd²/second
- Dry static coefficient of friction (ASTM D2047) - 1.0
- Wet static coefficient of friction (ASTM D2047) - 0.9
- Dry skid resistance (ASTM E303) - 89
- Wet skid resistance (ASTM E303) - 57 required mix proportions by weight:
- Basemat - 16+% urethane (as ratio: 14% urethane divided by 86% rubber). 14% urethane, 86% rubber (based on entire rubber & urethane mix).
- Top Surface - 22% urethane (ratio: 18% urethane divided by 82% rubber). 18% urethane, 82% rubber (based on entire rubber & urethane mix).

Test reports and additional product information are available upon request.

FIRE PERFORMANCE

Flammability (ASTM D2859) - Pass

LIMITATIONS

The following chemicals may cause damage to the playground surface and should be avoided: disinfectants, concentrated chlorine bleach, gasoline, diesel fuel, hydraulic and lubricating oils, acids and organic solvents.

Though not commonly used in water play areas, pool surrounds and similar applications, dissolved minerals and other chemicals (hydrochlorides) may cause surface discoloration over time. This condition, should it occur, is not considered to be a product failure.

A yellowish shading of the top surface will be noticeable when using standard aromatic urethane binder (Super-7 system) to encapsulate some colors of EPDM granules. This characteristic is industry-wide. An aliphatic urethane

binder (Extreme-10 system), which does not produce this yellowish shading, is recommended. The specifier should seriously consider its use, especially with the following surface colors: blue, teal, purple, pearl, eggshell and grays. For indoor applications where variable exposure to UV (ultraviolet) light occurs through windows, use of the aliphatic binder is recommended to ensure acceptable long-term aesthetic and visual consistency. Aliphatic binder must be used for water play areas.

ENVIRONMENTAL CONSIDERATIONS

This system makes extensive use of recycled tire rubber as a major component.

CONSTRUCTION DETAILS:

INSTALLATION:

PREPARATORY WORK

Store materials protected from exposure to harmful environmental conditions and at a minimum temperature of 40 degrees F (4 degrees C) and a maximum temperature of 90 degrees F (32 degrees C).

Install surfacing system when minimum ambient temperature is 40 degrees F (1 degree C) and maximum ambient temperature is 90 degrees F (32 degrees C).

METHODS

Do not proceed with playground surfacing installation until all applicable site work, including substrate preparation, fencing, playground equipment installation and other relevant work, has been completed.

Substrate preparation must be in accordance with surfacing manufacturer's specification. New asphalt must be fully cured – up to 30 days. New concrete must be fully cured – up to 7 days.

Surface Preparation

Using a brush or short nap roller, apply primer to the substrate perimeter and any adjacent vertical barriers such as playground equipment support legs, curbs or slabs that will contact the surfacing system at the rate of 300 ft²/gal (7.5 m²/L).

Basemat Installation

Using screeds and hand trowels, install the basemat at a consistent density of 29 pounds,

10 ounces per cubic foot (475 kg/m³) to the specified thickness.

Allow basemat to cure for sufficient time so that indentations are not left in the basemat from applicator foot traffic or equipment. Do not allow foot traffic or use of the basemat surface until it is sufficiently cured.

Primer Application

Using a brush or short nap roller, apply primer to the basemat perimeter and any adjacent vertical barriers such as playground equipment support legs, curbs or slabs that will contact the surfacing system at the rate of 300 ft²/gal (7.5 m²/L).

Top Course Installation

Using a hand trowel, install basemat at a consistent density of 58 pounds, 9 ounces per cubic foot (938 kg/m³) to a nominal thickness of 1/2" (12.7 mm).

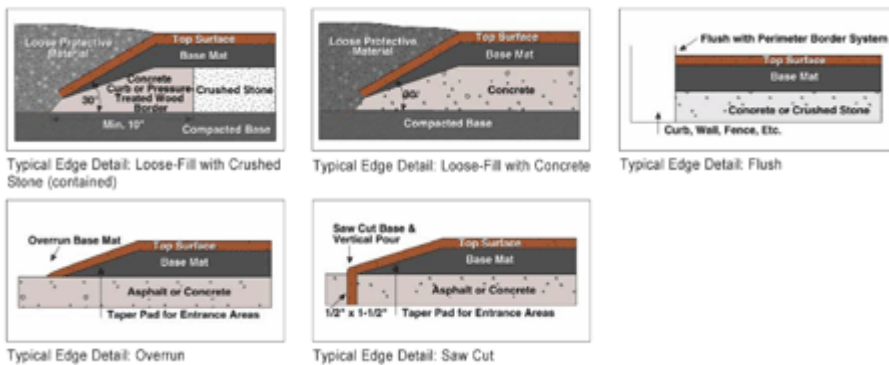
Allow top course to cure for a minimum of 48 hours. At the end of the minimum curing period, verify that the top course is sufficiently dry and firm to allow foot traffic and use without damage to the surface. Do not allow foot traffic or use of the surface until it is sufficiently cured.

Complete installation recommendations are available from the manufacturer.

PRECAUTIONS

Protect the installed playground surface from damage resulting from subsequent construction activity on the site.

BUILDING CODES



Current data on product compliance may be obtained from the manufacturer's technical support specialists.

Warranty

The standard warranty period is 10 years from date of completion of work when aliphatic urethane is specified (Extreme-10 system).

Maintenance

Hose off entire playground surface to remove food, drink, sand, dirt and loose debris. A pressure washer may be used, but do not exceed 1500 psi (10 MPa) pressure or place nozzle closer than 12" (305 mm) to surface. While surface is still damp, apply a mild household or commercial cleaner to a small area using a sprayer. Scrub using a medium bristle brush. Repeat as necessary on heavily stained areas. Once entire surface has been cleaned, rinse using a garden hose with spray nozzle attachment. Complete maintenance recommendations are available from the manufacturer.

METHOD OF MEASUREMENT:

Poured-in-Place PlayBound Safety Surface, Playground Type, 4-1/2" Thick for 10' Critical Fall Height, shall be measured as the number of Square Feet placed as shown in the contract documents or as ordered by the Engineer.

BASIS OF PAYMENT:

The unit bid price per square feet shall include all labor, material, and equipment necessary to satisfactorily complete the work, including construction of contract site sample(s).

Payment will be made under:

Item No.	Item	Pay Unit
Item 1254/4-14	Poured-in-Place PlayBound Safety Surface, Playground Type, 4-1/2" Thick for 10' Critical Fall Height	Square Feet
Item 1254/4-15	Poured-in-Place PlayBound Safety Surface, Playground Type, 2-1/2" Thick for 6' Critical Fall Height	Square Feet

1254/4-16 - Install 6" Dia. Alaskan Yellow Cedar Laminated Turned Round Timber Fence Post.

1254/4-17 - Install 6" Dia. Alaskan Yellow Cedar Laminated Turned Round Timber Swing Set Post.

DESCRIPTION:

Under this item the Contractor shall construct an Alaskan Yellow Cedar Laminated Turned Round Timber Fence Post and Alaskan Yellow Cedar Laminated Turned Round Timber Swing Set Post in various sections and configurations, a gate, and locking mechanism at the locations and to the dimensions shown on the contract drawings.

MATERIALS:

Alaskan Yellow Cedar Laminated Turned Round Timber Post:

- Alaskan Yellow Cedar Laminated Turned Round Timber Fence Post - 6" Diameter x 6'- 6" Long.
- Alaskan Yellow Cedar Laminated Turned Round Timber Swing Set Post - 6" Diameter x 13'- 0" Long.
- Wood posts must be seasoned Alaskan Yellow Cedar Laminated Turned Round Timber

All posts and rails shall be pressure treated with a water-borne wood preservative conforming to the requirements of WOOD PRESERVATIVE – WATERBORNE:

SCOPE.

These specifications cover waterborne wood preservatives used in the treatment of piles, timber, and lumber.

MATERIAL REQUIREMENTS.

Waterborne wood preservatives shall be Alkaline Copper Quarternary (ACQ), Copper Azol, Ammoniacal Copper Arsenite (ACA) or Chromated Copper Arsenate (CCA) conforming to the requirements of American Wood-Preservers' Association Standard P5.

Waterborne wood preservatives shall be applied in conformance with American Wood Preservers' Association Standards C1, C2, C3, C4, C5, C14 and C18. Minimum net retention shall be as required for material in contact with soil.

BASIS OF ACCEPTANCE.

Acceptance of this material shall be in accordance with procedural directives of the Department.

Alaskan Yellow Cedar Laminated Turned Round Timber shall be sound, free from loose knots or decay, and with no through checks on tops or butts. Posts and rails shall be machine peeled to a smooth uniform appearance and free from all inner bark.

- The gate post shall conform to the dimensions shown on the contract drawings and be constructed from the wood specified above.

Fittings and Fasteners

- Meeting the material requirements for GALVANIZED COATINGS AND REPAIR METHODS, Type II.

CONSTRUCTION DETAILS:

The contractor shall furnish and install Alaskan Yellow Cedar Laminated Turned Round Timber post, rails, gate, and gate locking mechanism section plumb and true to the lines, grades, and limits established and according to the details as shown on the plans and as directed by the Engineer.

All work shall be completed in a workman-like manner and in accordance with acceptable construction practices to insure a neat and finished appearance.

METHOD OF MEASUREMENT:

The quantity of Alaskan Yellow Cedar Laminated Turned Round Timber post to be paid for shall each post furnished and placed as shown on the contract plans. No additional allowances shall be made for end or corner posts.

BASIS OF PAYMENT:

The unit price bid for various sections of post and rail fence, gate, and gate locking mechanism shall include the cost of furnishing all materials, equipment, and labor necessary to complete the work, including digging and backfilling post holes, fitting and cutting notches in posts, rails, and gate parts, trimming fasteners, fabricating gate locking mechanism, restoration of disturbed areas, and other incidentals necessary to complete the work in accordance with this specification and to the satisfaction of the Engineer.

Payment will be made under:

Item No.	Item	Pay Unit
1254/4-16 -	Install 6" Dia. Alaskan Yellow Cedar Laminated Turned Round Timber Fence Post.	EACH

1254/4-17 -	Install 6" Dia. Alaskan Yellow Cedar Laminated Turned Round Timber Swing Set Post.	EACH
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Item 1254/4-18 - Reinstall 3'-6" High Chain Link Fence Panels Including All Hardware and Top and Bottom Rails. New Chain Link Fence Fabric Required.

Item 1254/4-19 Reinstall Chain Link Gates, 3'-6" Wide, Including All Hardware. New Chain Link Fence Fabric Required. One Gate to be Remanufactured with In kind

Item 1254/4-20 - Reinstall Swing Set Crossbars Including All Hardware

Item 1254/4-21 - Reinstall Swing Set Crosspiece Fittings Including All Hardware

Item 1254/4-22 - Reinstall Existing Swing Seat Crosspiece Fittings Including All Hardware. Seats to be Replaced with New in Kind

DESCRIPTION:

This work consists of reinstalling existing Chain Link Fence Panels, Chain Link Gates (3'-6" Wide), Swing Set Crossbars, Swing Set Crosspiece Fittings and Swing Seat Crosspiece Fittings as shown in the contract documents or as directed by the Engineer.

MATERIALS:

A. MANUFACTURERS.

The following are Manufactures recommended to be utilized if replacement parts are require:

Omega Architectural Fence
Omega II Fence Systems
1735 St-Elzear West
Laval, QC, Canada H7L 3N6
Tel: 800-836-6342
Fax: 450-681-5318
www.omegafence.com

Metalco Amego
Steel Fence System
Atlantis Products, Inc.
8185 S. Cass Ave
Darien, IL 60561
Tel: 630-971-9680
Fax: 630-971-9860
www.fence-system.com

Prism 3-D Fence System
Payne Fence Products
3309 SW Interstate 45
Ennis, TX 75119
Tel: 972-878-7000
Fax: 972-878-4703
www.paynefence.com

or equal proposed by Contractor and approved by the BPCA or Engineer.

All materials shall be delivered to the site along with sufficient documentation indicating compliance with the requirements of the BPCA, Engineer and Section 165, Domestic Origin, (Buy America).

Acceptable documentation may include mill certificates that verify the US origin of all steel products. The Engineer may reject all material, at no cost to the BPCA, if it is not clear that all materials are in compliance with Buy America.

B. GATE:

Steel Mesh Fence Panels and gates:

- i. The wire mesh fence panels shall be welded by resistance welding per ASTM A185 using 4.9 mm pre-galvanized steel wire, welded at each crossing to form rectangles of 50 mm by 150 mm. The cold rolled wire shall have a tensile strength of at least 515 MPa and a 985 Kg breaking strength.
- ii. Galvanized Before Welding: Applied on wire, 150 g/sq.m zinc coating conforming to the ASTM A641.
- iii. One end of the vertical wires of the panel shall exceed 25 mm from the last or first horizontal wire thereby creating a spiked top or bottom depending of its position when installed. The other end is cut flush. A 4 mil polyester powder coating is applied on the mesh panel after fabrication.
- iv. A 4 mil polyester powder coating shall be applied on the mesh.

Gate Frames for swing gates shall be made in accordance with ASTM F900 using galvanized square steel tube 50 mm by 50 mm vertical and horizontal parts shall be welded at intersections to create a rigid frame.

Universal Post Bracket attachment kit for standard fence shall include 2.6 mm steel collar and wire retaining plate 6.3 mm by 25 mm, nut, washer and carriage bolt 8.0 mm by 32 mm - all galvanized steel. For 90 degree turn, use the same bracket. For different angles, use the "Universal angle brackets"

The Special Panel Fitting, enabling a panel to be fastened to any vertical or horizontal surface, such as a steel, concrete beam or a wood post, shall be hot dip galvanized and provided as required.

Gate Hardware shall be in conformity with ASTM F900 for hinges, latch, drop rods, shall be hot-dip galvanized steel, and sized to assure proper gate operation. Non moving parts shall be powder coated.

- i. Hinge shall be structurally designed to support all gates without deformation during opening and closing.
- ii. Latch shall be clamp-on gravity system that is self latching.

- iii. Gate Keeper for Double Leafed Models shall consist of mechanical device with gravity-lock system that fastens each gate leaf when in full open position.
- iv. Double Gates Hardware shall consist of one drop bar to secure in closed position one of the gate leaves complete, with stop pipe to engage the center drop rod. And one self-locking device with padlock eyes as an integral part of latch.

C. FINISHES:

Zinc Coating:

- i. Galvanized after Welding (GAW): The wire meshes shall be coated with 366 g/sqm zinc in conformity with "ASTM A123/A123M Standard Specification for Zinc (Hot Dip Galvanized) Coating on Iron and Steel Products".
- ii. Galvanized before Welding (GBW): The wire mesh shall be coated with 150 g/sqm zinc in conformity with "ASTM A641 Standard Specification for Zinc-Coated (Galvanized) Carbon Steel Wire".
- iii. The fence posts, the swing gate frame and posts shall be zinc coated (galvalume process) with 0.27 kg/sqm per "ASTM A787-01 Standard Specification for Electric-Resistance-Welded Metallic-Coated Carbon Steel Mechanical Tubing".

Polyester coating shall be minimum 4 mils applied by an electrostatic method. Coating shall cover all surfaces of the wire and post sections. Coating shall be capable of withstanding the following tests:

- i. Mechanical adhesion test per ASTM D 3359 - Method B.
- ii. Shock resistance tests per ASTM D 2794.
- iii. Salt spray testing with a minimum of 1,000 hrs without red rust appearance, per ASTM B 117.
- iv. Humidity resistance in a weather meter chamber per ASTM D 2247.
- v. Color: As selected by Architect from manufacturer's available finishes and colors.

D. HARDWARE AND ACCESSORIES:

- a. Anchor bolts embedded or grouted in concrete for securing fence post base plates shall meet the requirements of Specification. Nuts and washers shall meet the requirements of ASTM A325M. Anchor bolts, nuts, and washers shall be galvanized in accordance with Specification for Galvanized Coatings and Repair Methods.
- b. Grout for anchor bolts shall conform to the requirements of Manufacture Specification.
- c. Drilling and grouting shall be performed in accordance with Specification.
- d. Base plates shall be A36M steel minimum and hot-dip galvanized according to Specifications.
- e. Precast inserts shall meet the material requirements given in Specification.
- f. All other connecting pieces and other accessories shall be hot-dip galvanized and conform to Specifications for Galvanized Coatings and Repair Methods.

CONSTRUCTION DETAILS:

SUBMITTALS:

Product Data:

Material descriptions, construction details, dimension of individual components and profiles, and finishes for the following:

- i. Fence, rails, and fittings.
- ii. Gates and hardware

Selection Samples:

For each finish product specified, two complete sets of color chips representing manufacturer's full range of available colors and patterns.

Verification Samples:

For each finish product specified, two samples, minimum size 6 inches (150 mm) square, representing actual product, color, and patterns.

Qualification Data:

For firms and persons specified in "Quality Assurance" article to demonstrate their capabilities and experience. Include lists of completed projects with project names and addresses, names and addresses of architects and owners, and other information specified.

QUALITY ASSURANCE:

Installer Qualifications: An experienced installer who has completed fences and gates similar in material, design, and extent to those indicated for this Project and whose work has resulted in construction with a record of successful in-service performance.

INSTALLATION:

Work shall proceed in accordance with the contract plans and Engineers instructions.

METHOD OF MEASUREMENT:

This work will be measured as the number of existing Chain Link Fence Panels, Chain Link Gates (3'-6" Wide), Swing Set Crossbars, Swing Set Crosspiece Fittings and Swing Seat Crosspiece Fittings satisfactorily furnished and reinstalled.

BASIS OF PAYMENT:

The unit price bid shall include the cost of furnishing all labor, materials, and equipment necessary to satisfactorily complete the work.

Payment will be made under:

Item No.	Item	Pay Unit
1254/4-18	Reinstall 3'-6" High Chain Link Fence Panels Including All Hardware and Top and Bottom Rails. New Chain Link Fence Fabric Required.	EACH

1254/4-19 - Reinstall Chain Link Gates, 3'-6" Wide, Including All Hardware. New Chain Link Fence Fabric Required. One Gate to be Remanufactured with In-Kind	EACH
Item 1254/4-20 - Reinstall Swing Set Crossbars Including All Hardware	EACH
Item 1254/4-21 - Reinstall Swing Set Crosspiece Fittings Including All Hardware	EACH
Item 1254/4-22 - Reinstall Existing Swing Seat Crosspiece Fittings Including All Hardware. Seats to be Replaced with New in Kind	EACH

Item 1254/4-23 - Replace Existing Galvanized Steel 6" Dia. Pipe with Base Plate Sleeves for Wood Post. Anchor Bolts and Excavation Included. A.O.B.E. - As Ordered by Engineer, if necessary.**

DESCRIPTION:

This work shall consist of Replacing Existing Galvanized Steel 6" Dia. Pipe with Base Plate Sleeves for Wood Post, Anchor Bolts and Excavation; furnishing and placing all metal component parts in accordance with the specifications which are not included in other items of work and which are specifically identified on the plans to be reimbursed at the unit bid price under above Pay Item.

MATERIALS:

Metals required for this work shall meet the requirements of the Contract Plans and Proposals and Materials and Manufacturing procedures. All steel elements shall be A36M steel minimum and hot-dip galvanized according to Specifications and Contract drawings.

CONSTRUCTION DETAILS:

Drawings.

Shop drawings shall be prepared, approved and distributed in accordance with the provisions of the SCM. When applicable, the manufacturer's specification data sheet (catalog clip) may be furnished in lieu of shop drawings. The Engineer may waive the shop drawing requirement for any non-welded component part that can be fabricated directly from the details shown on the plans.

Welding:

Welding shall comply with the requirements ASHTO and specified in the Contract Drawings.

Galvanizing:

Materials for this work are to be galvanized, the process and spelter coating shall conform to the requirements of Galvanized Coatings and Repair Methods.

METHOD OF MEASUREMENT:

Payment for this work shall be measured by the number of existing Galvanized Steel 6" Dia. Pipes with Base Plate Sleeves for Wood Post furnished and replaced in accordance with the plans and specifications.

BASIS OF PAYMENT:

The unit price bid shall include the cost of furnishing all labor, materials, and equipment necessary to satisfactorily complete the work.

Payment will be made under:

Item No.	Item	Pay Unit
1254/4-23**	- Replace Existing Galvanized Steel 6" Dia. Pipe with Base Plate Sleeves for Wood Post. Anchor Bolts and Excavation Included. A.O.B.E. - As Ordered by Engineer, if necessary.	EACH

Item 1254/4-24 – Drilling and Grouting Bolts (18" Deep for Compression Grout 7,000 Lb per Square Inch Compressive Strength or 9" for Chemical Grout Epoxy Type). A.O.B.E – As Ordered By Engineer**

DESCRIPTION:

The work of this section shall consist of the following:

- Drilling and Grouting Bolts, or Reinforcing Bars.

Drilling and Grouting Bolts, or Reinforcing Bars. For the purposes of this section the terms bolts and reinforcing bars are identical.

MATERIALS:

Drilling and Grouting Bolts.

Grout material shall conform to §701-07; Anchoring Materials - Chemically Curing.

CONSTRUCTION DETAILS:

Equipment – General:

All equipment proposed for use shall be approved by the Engineer prior to actually performing the work.

Drilling and Grouting Bolts:

A. All holes shall be drilled by means of a rotary impact drill. If reinforcing steel is encountered, the reinforcing steel shall be cut and removed by means of a core drill. The remainder of the drilling shall be done with the rotary impact drill.

B. Drilling with a lubricant will not be permitted. Water is not considered a lubricant. Drilling methods shall not cause spalling, or other damage to concrete. Concrete spalled, or otherwise damaged by the Contractor's operations shall be repaired in a manner satisfactory to the Engineer. Such repair shall be done at the expense of the Contractor.

C. Holes shall be surface dry and shall have had all foreign and loose material removed immediately prior to grout placement.

D. Grout shall be mixed and placed in strict accordance with the manufacturer's instructions, unless modified here, or elsewhere, in the contract documents. No grout shall be placed at a temperature below that recommended by the grout manufacturer.

E. Prior to bolt placement in the grouted hole, all material which might interfere with bond between the bolt and the grout shall have been removed. This includes, but is not limited to: moisture, grease, dirt, mill scale and rust. Rust which cannot be removed even by vigorous scrubbing with a wire brush is considered firmly bonded and may remain. The hole diameter shall be in accordance with the grout manufacturer's recommendation. The bolts shall be inserted full depth into the hole and shall be manipulated to ensure complete coverage by the grout. After insertion of the bolt, all excess grout shall be struck-off flush with the concrete face. Should the grout fail to fill the hole after bolt insertion, additional grout shall be added to the hole to allow a flush strike-off.

F. If the bolt is inserted in a hole with an axis predominantly horizontal to the ground surface, care shall be taken to prevent grout from running down the face of the concrete. These precautions shall be done in a manner satisfactory to the Engineer.

METHOD OF MEASUREMENT:

Drilling and Grouting Bolts:

Measurement will be taken as the number of inches of holes into which grout and bolts have been inserted.

Measurement will be taken to the nearest inch.

BASIS OF PAYMENT:

Drilling and Grouting Bolts:

A. The unit price bid per inch shall include the cost of all labor, materials, and equipment necessary to complete the work.

B. Payment will not be made for holes which do not contain both grout and bolts.

Payment will be made under:

Item No.	Item	Pay Unit
1254/4-21	Drilling and Grouting Bolts, or Reinforcing Bars	Each

Item 1254/4-24 – Clean Existing Drainage. A.O.B.E. - As Ordered by Engineer, if necessary.**

DESCRIPTION:

The work included in this item shall consist of furnishing all labor, materials, testing, submittals, tool and equipment to perform all work necessary for cleaning, removing and disposing of all sludge, dirt, sand, gravel, roots, grease, and other debris from the existing drainage system which includes: pipes, manholes; catch basins; and drop inlets, throughout the project limits, as directed by the Engineer.

MATERIALS:

Not applicable.

SUBMITTALS:

Not applicable.

CONSTRUCTION DETAILS:

Selection of the equipment used shall be based on the condition of structures and the lines at the time the cleaning operations commence and shall be approved by the Engineer.

The sequence of the Contractor's work shall allow for the proper and adequate maintenance of all functional drainage systems.

Precautions shall be taken to protect the drainage systems at all times. All workmen shall be experienced and skilled in the use of the equipment used. The Engineer reserves the right to prohibit use of any equipment or method deemed inappropriate for the intended work.

Any and all debris resulting from the cleaning operations shall be removed from the job site and disposed of by the Contractor. The Contractor shall make every effort to remove all sludge, dirt, sand, gravel, roots, grease, and other debris from the existing drainage systems including discharge points.

Washing sludge, dirt, sand, gravel, roots, grease, and other debris downstream shall not be permitted.

METHOD OF MEASUREMENT:

Pipes, catch basins, manholes and drop inlets will be measured for payment by the actual number of linear feet of pipe cleaned.

BASIS OF PAYMENT:

The unit price bid shall include the cost of furnishing all labor, materials, and equipment necessary to satisfactorily complete the work.

Payment will be made under:

Item No.	Item	Pay Unit
1254/4-25**	– Clean Existing Drainage. A.O.B.E. - As Ordered by Engineer, if necessary.	Linear Feet

EXHIBIT H
Drawings

(see attached)