

BATTERY PARK CITY AUTHORITY

REQUEST FOR PROPOSALS

FOR

2014 Pile Remediation –Construction Management Services & Diving Inspections

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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 construction management firms (each individually, a “Proposer” or collectively, the “Proposers”) to provide all construction management services including diving inspection services necessary for the 2014 Pile Remediation – Construction Management & Diving Inspection Services project (the “Project”) to BPCA.

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

A. All work to be performed by the selected Proposer shall be performed under the supervision of a Project Manager in charge of this engagement (the "Lead PM") who must ensure that the work completed for BPCA is performed competently and in a timely manner.

B. All work to be performed by the selected Proposer shall be performed under the supervision of a Lead Manager of the firm in charge of this engagement (the "Lead Manager, who must ensure that the work completed for BPCA is performed competently and in a timely manner.

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

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: February 18, 2014
- Pre-proposal meeting: February 24, 2014 at 2:00 pm. Meeting Location: BPCA Offices, 1 World Financial Center, New York, NY 10281 (attendance is highly recommended).
- Deadline to submit questions to BPCA: February 26, 2014 by 5:00 p.m. (by email only).

All questions regarding this RFP should be submitted in writing via email to the "Designated Contact": Mr. Michael LaMancusa Battery Park City Authority, at michael.lamanchusa@bpca.ny.gov.

- Deadline for BPCA's response to substantive questions: February 28, 2014 (via BPCA Website).
- **DUE DATE FOR RESPONSES TO RFP: March 12, 2014 by 3:00 p.m. (the "Due Date").**
- Selection and notification of successful Proposer: To be determined.
- Contract start date: March.

B. Anticipated Contract Term

It is anticipated that the term of the contract awarded pursuant to this RFP (the "Contract") will be for a period of ten(10) months. 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 firm must be licensed to do business in the City of New York.

V. GENERAL REQUIREMENTS

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

Please see Exhibit B (attached) (“Diversity Exhibit”) 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 March 12, 2014.

Proposers must submit six (6) paper copies of their Proposals and one (1) electronic CD-Rom copy in a sealed package clearly marked “**2014 Pile Remediation –Construction Management & Diving Inspection Services**” to the Designated Contact by messenger, overnight courier or certified mail to the following address:

Mr. Michael LaMancusa
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 Pile Remediation - Construction Management & Diving Inspection Services**” 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 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.

B. Proposal Content

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

- 1) Cover Letter, as follows:

The Proposal must include a signed cover Letter from a person within the firm who is authorized to bind the firm. 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) Firm's Staffing Chart for each of the items in the cost proposal.

C. RFP Questions

1. Briefly describe your firm's background, staff, and history as they may be relevant to the services required, with an emphasis on Construction Management and Diving Services for New York City waterfront projects.

2. Describe your firm's experience and expertise relevant to the project.
3. Please describe your experience managing maintenance and repair projects and new construction projects in waterfront locations in New York City.
4. Please describe your experience performing inspection services for maintenance and repair projects and new construction in waterfront locations in New York City.
5. Has your firm or any of the firm's partners/employees been disciplined or censured by any regulatory body or filed for bankruptcy or reorganization or has had bankruptcy proceedings initiated against it/them within the last 5 years? If so, please describe the relevant facts.
6. Are there any potential conflict of interest issues in representing BPCA?
7. Are any of your employees or principals former employees of BPCA? If so, please list their names, current titles, and dates of employment with BPCA.
8. List any professional or personal relationships your firm's employees may have with BPCA's Board and/or its staff members.
9. Identify the lead person who will be the primary contact and lead person in providing services to BPCA, and who will be listed as a "key person" in any contract with BPCA.
10. Describe your proposed team's experience (including both direct contract work and work performed under subcontracts) with similar work for other public agencies and authorities, with a particular emphasis on New York State and City agencies and authorities or Federal government agencies or authorities. Include contract dates, the nature of the work performed, the contracting agency, the contract number (if known) and the agency supervisor for each.
11. Submit a discussion of your approach to the work which shall briefly address your conceptual step-by-step approach towards completion of the work and outline the proposed procedures for executing the work.
12. Itemize the work you intend to perform with your firm's resources and/or workforce as well as the work for which you propose to utilize subcontractors.
13. Provide a list of all proposed subcontractors for the completion of the work.
14. 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.
15. Discuss your ability to take stringent safety measures into account as to work done in occupied office spaces.
16. 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.
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:

- a. Do you impose any limitations on liability through your contracts?
- b. 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 following:
 - Commercial General Liability Insurance limits shall not be less than **\$1,000,000** per each occurrence and **\$2,000,000** in the aggregate;
 - Umbrella Liability limits shall not be less than **\$2,000,000**;
 - Automobile liability (Combined Single Injury, Bodily Injury and Property Damage) limits shall not be less than **\$1,000,000**;
 - Workman's Compensation shall not be less than statutory limits;

- Employers Liability shall not be less than **\$1,000,000**;
- Disability Insurance as required by applicable provisions of law; and
- Professional Liability **\$1,000,000**.

The costs of the insurance shall be included in the Proposal. BPCA, BPCPC and the State of New York shall be listed as Additional Insured on CG 2010 (11/85) or similar form and should be included as such on all subcontracts. Policies should contain no limitations/exclusions for Labor Law claims.

2) References:

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

3) Appendices:

- a. Include resumes for all key management personnel listed in your Proposal, including the staff that your firm is proposing to assign to this project.
- b. Provide a copy of each addendum submitted by BPCA with regard to this Proposal (if applicable) and a signed acknowledgment of receipt of same.

4) Financial Statements: Please provide a copy of your firm's most recent Audited Financial Statements (within the last year).

E. Cost Proposal

Each "Cost Proposal" must be a lump sum with 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 Form").
- 2) Labor rates in the form attached hereto as Exhibit E ("Technical Salary Rates").

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 PM, as well as 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:

Price - **30%**

Diversity Plan – **10%**

Experience performing similar large scale waterfront facilities projects – **35%**

Staffing, Approach to Work & Logistic Plan - **25%**

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.

IX. IRAN DISINVESTMENT ACT

By submitting a Proposal or by assuming the responsibility of any Contract awarded hereunder, Proposers hereby certify that they are not on the "Entities Determined To Be Non-Responsive Bidders/Offerers Pursuant to The New York State Iran Divestment Act of 2012" list ("Prohibited Entities List") posted on the New York State Office of General Services website at: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf> and further certify that they will not utilize any subconsultant that is identified on the Prohibited Entities List on this Contract. The selected Proposer agrees that should it seek to renew or extend any Contract awarded hereunder, it must provide the same certification at the time the Contract is renewed or extended. The selected Proposer also agrees that any proposed assignee of the Contract will be required to certify that it is not on the Prohibited Entities List before BPCA may approve a request for assignment of the Contract.

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

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

X. ENCOURAGING USE OF NEW YORK STATE BUSINESSES IN CONTRACT PERFORMANCE

New York State businesses have a substantial presence in State contracts and strongly contribute to the economies of the state and the nation. In recognition of their economic activity and leadership in doing business in New York State, Proposers for this Contract for commodities, services or technology are strongly encouraged and expected to consider New York State businesses in the fulfillment of the requirements of the Contract. Such partnering may be as subcontractors, suppliers, protégés or other supporting roles.

Proposers need to be aware that all authorized users of this Contract will be strongly encouraged, to the maximum extent practical and consistent with legal requirements, to use responsible and responsive New York State businesses in purchasing commodities that are of equal quality and functionality and in utilizing services and technology. Furthermore, Proposers are reminded that they must continue to utilize small, minority and women-owned businesses, consistent with current State law.

Utilizing New York State businesses in State contracts will help create more private sector jobs, rebuild New York's infrastructure, and maximize economic activity to the mutual benefit of the contractor and its New York State business partners. New York State businesses will promote the contractor's optimal performance under the Contract, thereby fully benefiting the public sector programs that are supported by associated procurements.

Public procurements can drive and improve the State's economic engine through promotion of the use of New York businesses by its contractors. The State therefore expects bidders/proposers to provide maximum assistance to New York businesses in their contracts. The potential participation by all kinds of New York businesses will deliver great value to the State and its taxpayers.

Proposers can demonstrate their commitment to the use of New York State businesses by responding to the question below:

Will New York State businesses be used in the performance of this contract? ____Yes ____No

If yes, identify New York State businesses that will be used and attach identifying information.

EXHIBIT A

Scope Of Work

Battery Park City (“BPC”), a 92-acre man-made land tract at the southwestern tip of Manhattan was constructed in the 1970’s by dredging organic river soils and filling in a portion of the Hudson River with hydraulic sand fill. This fill is laterally retained with a combination of a crushed quarry stone dike, granular filter materials, timber sheeting bulkhead and a relieving platform. The relieving platform is generally 70-ft-wide, but ranges from 43 ft to 50 ft in the North and South Cove areas and the North Platform area adjacent to Stuyvesant High School. The structure consists of a concrete platform deck composed of 7 ½ inch thick pre-cast, pre-stressed concrete planks integrated with a 7½ inch thick reinforced cast-in-place concrete spanning between cast-in-place concrete pile-supported bents located approximately 23 ft on center.

The piles are 20-inch square pre-cast, pre-stressed concrete with a design axial capacity of 110 tons. A continuous cast-in-place reinforced concrete beam, 3-ft-wide by 4 or 4½-ft-high, exists along the landside edge of the relieving platform. The beam is supported by vertical and battered piles. The back (inboard) edge of the perimeter platform is lined by vertical timber sheeting.

This structure extends the entire perimeter of BPC and is approximately 7,500 linear-ft. In addition, there are two approximately 600 linear-ft relieving platforms that span over the Port Authority Trans-Hudson (“PATH”) Tubes. The overall width of the platforms spanning the PATH is 138 ft at the north and 147 ft at the south. The two platform structures extend from the North Cove to the 1941 bulkhead line at West Street. The combined platform area is approximately 150,000 ft² including approximately 56,000 ft² beneath the existing Winter Garden and World Financial Center buildings (the Tube platforms). The relieving platform is divided into sections or “bays” that span between each pile bent. There are approximately 650 pile bents, which contain 4-10 piles each. A pre-cast concrete seawall skirt exists along the western most boundary and protects the piles, platform and bulkhead.

Several years ago during the first phase (Phase 1), BPCA began a pile remediation program in which piles were encapsulated piles in two locations in BPC, at the Esplanade by ferry terminal, north side of North Cove Marina, and the south side of the Winter Garden. The current phase (Phase 2) will include the piles located in the northern half of the Winter Garden, approximately 350 piles, a the northern portion of the Esplanade, approximately 300 piles

General

- A. All work must adhere to all relevant codes and all Local, City, State, and Federal regulations and guidelines.
- B. Construction Manager must provide full Construction Management services including but not limited to procurement, management of the Project and inspection services from award of contract through construction close-out.
- C. Construction Manager is responsible for all Project coordination and scheduling.
- D. Construction Manager is responsible for all financial aspects of the Project, including cost estimates, cash flow projections, and reporting for the project. Financial reports must be issued monthly along with a project summary report.
- E. The time allocated for design and construction completion will be **10 months** unless Construction Manager’s approach to the work outlines a feasible sequence and schedule which demonstrates the project will require a different amount of time. Consideration must be given to all logistics of the work including but not limited to phasing, weather factors, workforce requirements and multiple staging. The cost proposal shall cover costs for the entire project term as set forth in the Proposer’s approach to the work. Construction Manager is required to assure the overall term is not exceeded.
- F. Construction Manager shall establish the overall project schedule along with design, pre-construction and construction milestone dates. This schedule will be used in the construction proposal documents.
- G. Construction Manager is required to gain an understanding of current conditions of the piles and structures in the project area in order to determine the magnitude and extent of concrete deterioration and to develop adequate design

and detail drawings. Construction Manager will have access to any existing documents or reports, but must search for same outside of the time allocated for the Project. Documents may be archived or located at offices other than that of BPCA.

- H. Construction Manager shall collect and review all information pertaining to the work area to become familiar with any existing utilities and/or structures which could interfere or affect the development of design and construction progress.

Engineering & Pre-Construction

- A. Construction Manager shall coordinate the work to assure that all stages of the work are performed with minimal to no disruption to the finished and adjacent areas and minimal to no impact on the community and the general public.
- B. Construction Manager is responsible for developing, implementing, and submitting for approval by BPCA, procedures, documents, forms, and any other relevant material for efficient execution of this Project. This shall include, but not be limited to, general and special conditions, contract terms, Project directory, submittal processing procedures, tracking logs (for all project costs, submittals, plan & specification changes, change orders, etc.), daily field reports, meeting minutes, change order requests, requisitions, and site access procedures. All appropriate construction procedures and forms shall be in electronic format and included in the proposal documents for the contractor. BPCA may elect to use procedures or documents from other projects, and Construction Manager may be required to update, revise and use such items.
- C. Construction Manager must set up and conduct meetings with BPCA to ascertain the basic concerns and logistics surrounding the project and assure the Project proceeds on schedule.
- D. Construction Manager shall coordinate with McLaren Engineering, BPCA's Design/Engineering consultant, to arrange meetings with various specialty contractors, equipment manufacturers and industry specialists in order to select the most technically viable solutions to the work, determine the availability of material, justify the schedule, and develop and prepare associated cost estimates.
- E. Construction Manager shall provide estimating services to establish the construction budget. Estimates will be required for schematic, design development and construction drawings.
- F. Construction Manager shall assist BPCA with the proposal procurement process for specialty contractors including solicitation, RFP preparation, qualification and reference review, proposal review and comparison, and selection.
- G. Construction Manager shall conduct a pre-proposal conference and assist in issuing addenda and/or meeting minutes.
- H. Construction Manager shall conduct pre-award interviews and make a recommendation for the selection of a contractor.
- I. Construction Manager is responsible for supervising any on-site work pertaining to this Project during the pre-construction phase. Consultant is responsible for coordinating site access in accordance with BPCA's guidelines.
- J. Construction Manager shall provide services from the pre-construction through the closeout phases.

Construction & Close-out

- A. Construction Manager shall provide full-time waterside and underwater inspections. Underwater inspections must be performed by a Licensed Professional Engineer Diver. The Licensed Professional Engineer Diver will be required to perform inspections five days a week. Each pile should be inspected four times: after cleaning, after jacketing, after installation of grout/concrete material and after placement of the epoxy top seal that transitions between the repair jacket and the bottom of the pile cap.
- B. Construction Manager shall coordinate a Site Logistics plan with the contractor for BPCA approvals.
- C. Construction Manager shall review and consult on BPCA's contract with the selected contractor and review and consult on all requisitions for payment. Interim as-built documents must be submitted with each payment.
- D. Construction Manager is responsible shall review and track the overall project schedule along previously created milestones. If the contractor changes the schedule, the Construction Manager is required to gain a full understanding of the proposed changes, approve the schedule and continue to track it with Construction Manager's own forces.

Construction Manager must be prepared to review this document in detail at the construction pre-award and kickoff meetings and is required to issue a final project schedule, ready for tracking, two weeks after the kickoff meeting.

- E. Construction Manager shall conduct a construction kick-off meeting and prepare and distribute meeting minutes.
- F. Construction Manager shall schedule and conduct all job progress meetings, and prepare and distribute meeting minutes. Project meetings shall occur on a bi-weekly basis.
- G. Construction Manager shall track all “contractor” submittals including general requirements (bonds, insurance, etc.) schedule, procedures, materials, shop drawings, subcontractor and supplier qualification submittals in accordance with the specification package. A bi-weekly submittal tracking report must be submitted to BPCA. The schedule must be updated bi-weekly with an updated printed schedule displayed at each Project meeting.
- H. Construction Manager shall coordinate all Requests for Information (“RFIs”) as submitted by the contractor for clarification by the design team. A log of RFIs is to be maintained by Construction Manager and updated bi-weekly.
- I. Construction Manager shall review and approve contractors’ trade payment breakdown and schedule.
- J. Construction Manager shall direct and coordinate the work of the contractor(s) in accordance with the plans and specifications to complete work in accordance with the Authority’s objectives, cost, and schedule and quality.
- K. Construction Manager shall coordinate and monitor construction progress and schedule. its responsibilities will include but not be limited to preparing daily logs of contractor hours on-site, weather conditions, contractor man-power, deliveries, disposals, work completed, special occurrences, photo documentation of work, pre-construction conditions, job progress, and work completed. This information must be submitted bi-weekly to BPCA.
- L. Construction Manager shall submit monthly executive summary reports to BPCA, including a brief narrative of the work status, issues and submittal status reports and tracking reports, project financial status and schedule.
- M. Construction Manager shall review all requests for change orders and provide recommendations for acceptance or rejection of same to BPCA.
- N. Construction Manager shall determine substantial completion of work and coordinate a punch list inspection. Upon completion of the contract work, Construction Manager will make written recommendations to BPCA to release contractor retainage.
- O. Construction Manager shall review all close-out documentation including all approved shop drawings, as-built drawings, completed filing information, controlled inspection reports, and warranties and turn over a complete file (both electronically and paper) to BPCA upon completion of the Project.
- P. Construction Manager shall conduct final inspection and approval of the work and issue work acceptance certificates.
- Q. Construction Manager is responsible for assuring the project is complete within the contract schedule time and shall avoid any and all delays. Construction Manager must submit all inspection reports and a final Project summary to BPCA at Project completion.

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 and minorities and women

For purposes of this solicitation, BPCA hereby establishes an overall goal of 20% for MBE/WBE participation, 10 % for MBE participation and 10% 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 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 submit to BPCA a workforce utilization report identifying the workforce actually utilized on the Contract. Contractor will be required to make good faith efforts to achieve a participation goal of 30% of the total number of employees required for the work who are minority group members and a participation goal of 5% of the total number of employees required for the work who are women to perform the work.

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 sub-contractors 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)

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: Mr. Michael LaMancusa
Contracts Administrator

Dear Ms. Lee:

The undersigned (the "Proposer") hereby proposes to provide all specified work necessary to perform the work for the **2014 Pile Remediation –Construction Management & Diving Inspection Services** . 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 not to Exceed amount of \$_____ (_____ Dollars and _____ Cents) to perform all associated work as described in the Authority's Request for Proposals for Exhibit A.

Reimbursable

A total not to Exceed amount of \$_____ (_____ Dollars and _____ Cents) to perform all associated work as described in the Authority's Request for Proposals for Exhibit A

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

Form of Technical Salaries

(Attached)

TECHNICAL SALARY RATES

Proposers shall provide all appropriate persons necessary to ensure the highest quality work. Proposers must furnish the names and resumes of all Project personnel. The rates listed below represent contract unit rates for the personnel as listed within the assigned categories. Invoicing will be based on actual hours worked multiplied by the unit rate. The unit rate is the actual salary times an auditable multiplier indicated below. The auditable multiplier shall be limited to the direct payroll burden itemized below, overhead (allowances as defined in list below) and a reasonable profit percentage as indicated below.

Itemization of Direct Payroll Burden

- | | | |
|---|--|--|
| 1. F.I.C.A | 11. Major Medical Insurance | 19. Employee Bonuses- non-principals and non- shareholders |
| 2. Federal Unemployment Insurance | 12. Pension and Profit Sharing Plan | 20. Travel and Meal Allowances – overtime work only |
| 3. State Unemployment Insurance | 13. 401K Program (company contribution) | 21. Premium for Staff Overtime- support or clerical work |
| 4. Worker's Compensation | 14. Medicare | 22. Sick Time and Personal Days for employees |
| 5. Life Insurance | 15. Long Term Disability Insurance | |
| 6. Accidental death and Disbursement | 16. Company Automobile Expenses | |
| 7. NYS Disability Insurance | 17. Tuition and Seminar Reimbursement | |
| 8. PL and PD Insurance | 18. Company Training Program | |
| 9. Group Hospitalization | | |
| 10. Vacation time attributable to the Project | | |

(Attach table(s) to the Proposal Form)

| NAME | Title/Function | RATE Day / Hr (without Profit & Multiplier) | # OF DAYS / Hrs | TOTAL |
|------|----------------|--|-----------------------|-------|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

SUBTOTAL TECHNICAL SALARIES (w/o Profit & multiplier) \$ _____

PROJECT MULTIPLIER = _____

PROFIT MARGIN = _____ %

TOTAL FEE = \$ _____

ser: _____ <Name of Company>

_____ <Printed Name of Executing Officer>

Title:

ure: _____ Date _____