

BATTERY PARK CITY AUTHORITY

REQUEST FOR PROPOSALS

FOR

2014 Pile Remediation –Design & Engineering Services

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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 design, engineering and construction management services for the 2014 Pile Remediation - Design & Engineering Services project.

Battery Park City is a 92-acre land tract at the southwestern tip of Manhattan built 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-feet wide, but ranges from 43-feet to 50-feet in the North and South Cove areas as well as the North Platform area adjacent to Stuyvesant High School. The relieving platform is a concrete platform deck composed of 7 ½ inch thick pre-cast, pre-stressed concrete planks integrated with 7½ inch thick reinforced cast-in-place concrete spanning between cast-in-place concrete pile-supported bents located approximately 23 feet on center. The piles are 20-inch pre-cast, pre-stressed concrete squares with a design axial capacity of 110 tons. The relieving platform's landslide edge has a continuous cast-in-place reinforced concrete beam, 3-feet wide by 4 or 4½-feet high, supported by vertical and battered piles. Vertical timber sheeting lines the back (inboard) edge of the platform perimeter.

The relieving platform runs the entire perimeter of Battery Park City and is approximately 7,500 linear feet. Two other relieving platforms span over the PATH Tubes for approximately 600 linear feet and have an overall width of 138 feet at the north end and 147 feet at the south. Those two platform structures extend from the North Cove to the 1941 bulkhead line at West Street. The combined platform area is approximately 150,000 square feet, including approximately 56,000 square feet beneath the Winter Garden and the World Financial Center buildings (together, the “Tube platforms”). Each relieving platform is divided into sections or “bays” that span between each pile bent. There are approximately 650 pile bents, which contain 4 to 10 piles each. A pre-cast concrete seawall skirt along the western boundary protects the piles, platform and bulkhead. Several years ago, BPCA started the Pile Remediation project by encapsulating piles in two locations: i) the Esplanade by the ferry terminal on north side of North Cove Marina, and ii) the south side of the Winter Garden. This project will include approximately 350 piles in the northern half of the Winter Garden and approximately 300 piles in the northern portion of the Esplanade.

The purpose of this RFP, as defined hereafter, is to obtain design, engineering and construction administration services for the 2014 Pile Remediation - Design and Engineering Services 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

- 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.** 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: September 20, 2013.
- Pre-proposal meeting: September 26, 2013 at 9:30 a.m. Meeting Location: BPCA Offices, 1 World Financial Center, New York, NY 10281 (attendance is highly recommended).
- Deadline to submit questions to BPCA: October 1, 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@bpca.ny.gov.

- Deadline for BPCA’s response to substantive questions: October 4, 2013 (via BPCA Website).
- **DUE DATE FOR RESPONSES TO RFP: October 11, 2013 by 3:00 p.m. (the “Due Date”).**
- Pre-Award interviews: October 15, 2013 at 9:30 a.m. to 1:00 p.m. at BPCA Offices, 1 World Financial Center, New York, NY 10281
- Selection and notification of successful Proposer: To be determined.
- Contract start date: October 2013.

B. Anticipated Contract Term

It is anticipated that the term of the contract awarded pursuant to this RFP (the “Contract”) will be twelve (12) months. BPCA reserves the right to terminate the Contract at any time, with or without cause, upon thirty (30) days written notice. BPCA reserves the right to terminate the Contract at any time, without prior notice, if the senior personnel identified in the Proposal as the Lead PM for this engagement ceases to be employed by the Selected Proposer.

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.
- 2) The firm must have a minimum experience of three (3) years in providing design and engineering consultancy on waterfront projects involving maintenance and repair.

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 October 8, 2013.

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 – Design & Engineering Services**” 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 Pile Remediation - Design & Engineering 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 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.

- 1) Corporate Overview.
- 2) Firm's discussion of its understanding of the Services Required (see Section III).
- 3) Firm's Responses to the RFP Questions and RFP Additional Information Request, set forth below.
- 4) Firm's Cost Proposal, as described below.
- 5) Firm's Staffing Chart for each item 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 procuring permits for waterfront projects in New York City.
2. Describe your firm's experience and expertise that is relevant to the project.
3. Please describe your firm's experience designing and engineering waterfront projects located in New York City that required maintenance and repair, as well as new construction.
4. Please describe your firm's experience performing inspection services for waterfront projects located in New York City that required maintenance and repair, as well as new construction.
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 staff members of BPCA.
9. Identify the Lead PM who will be the primary contact and senior 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 sub-consultants.
13. Provide a list of all proposed sub-consultants for completion of the work.
14. Submit a **bar chart schedule** for completion of the work. This schedule should include sequencing of the work, manpower staffing levels, work shifts, and all project milestones including successful overall completion.
15. 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, **including to the insurance provisions of the contract**. BPCA maintains the right to reject proposals based on non-conformance with the standard form of contract.
16. 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.
17. Describe your firm's backup plan if one or more of your staff assigned to this engagement leave your firm.

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; Excess Liability limits shall not be less than \$2,000,000; Automobile liability limits shall not be less than \$1,000,000; and Workman's Compensation not less than Statutory Limits/\$1,000,000 Employers Liability; Professional Liability shall not be less than \$1,000,000. **The costs of the insurance shall be included in the Proposal.** BPCA, BPCPC and the State of New York to be listed as Additional Insured on CG 2010 (11/85) or similar and should be included on all levels of insurance held by sub-consultants and all sub-consultants should also Hold Harmless in favor of BPCA. Policies should contain no limitations/exclusions for Labor Law claims.
 - All sub-contractors to provide a certificate naming the General Contractor, BPCA and BPCPC as Additional Insured for all coverage in an amount no less than \$2,000,000.

2) References:

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

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 addenda submitted by BPCA with regard to this Proposal (if applicable) and a signed acknowledgment of receipt of each addenda.

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 ("Form of Cost Proposal").
- 2) Labor rates in the form attached hereto as Exhibit E ("Form of Technical Salaries").

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 it entails;
- Possesses adequate resources to handle assigned responsibilities and 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:

- Cost Proposal: 35%
- Proposed MBE/WBE utilization plan (the "Utilization Plan") and/or Firm MBE/WBE status: 10%
- Experience working with regulatory agencies and familiarity with relevant permitting process: 10%
- Experience performing similar large scale repair design work for waterfront facilities: 35%
- Staffing & Logistic Plan/Schedule: 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

SCOPE OF WORK

The selected Proposer ("Consultant") shall provide design, engineering and construction services listed below:

1. RESEARCH

- i) Attend and participate in a week-long value engineering workshop conducted by the New York City Office of Management and Budget along with the New York City Economic Development Corporation.
- ii) Review and compile available documentary information, including but not limited to existing construction and shop drawings, design drawings, as-built drawings, previous inspection reports, studies, and any other information which may affect or influence the project's design.
- ii) Depending on the availability and quality of the information obtained in Consultant's research, define a focused effort toward obtaining additional information as necessary through inspections.

2. VERIFICATION SURVEY

- i) Perform a visual inspection of all piles in the project's locations.

3. CONSTRUCTION DOCUMENTS

- i) **Construction Documents.** With each submission phase, develop the construction contract bid documents, including Construction Drawings, Technical Specifications, and an opinion of probable construction costs. The alternatives to be designed and produced in this phase will be dependent upon those approved by BPCA.
- ii) **Construction Cost Estimates.** Prepare construction cost estimates, including mobilization, general provisions and the project's remoteness factor.
- iii) **Design Development.** Submit a sixty percent (60%) completion of Design Development. The plans must contain sufficient details to generally define the proposed design concepts and construction staging. A draft technical specification shall be provided with this submission. Develop construction costs including a twenty percent (20%) contingency. Submit design development documents to BPCA for review and comment. Continue developing the design documents during BPCA's review to maintain schedules.
- iv) **Final Design.** Incorporate BPCA's comments and develop drawings to one-hundred percent (100%) completion. Along with complete drawings, submit standard technical specifications and an opinion of probable construction costs including a fifteen percent (15%) contingency. Provide a written response to each BPCA comment.
- v) **Final Construction Documents.** Incorporate BPCA's comments and submit a response to each comment received. Submit construction documents on CD-rom.

4. PERMITTING

- i) Concurrent with the Design Phase, commence with the project's pre-permitting tasks as described below.
- ii) Develop the pre-permit documents from the recommendations produced through the Design Phase in accordance with the service items described above. Pre-permit documents include a project narrative, preliminary policy consistency documents ("Coastal Zone Management"), permit applications, and site drawings.
- iii) Develop pre-permit documents for submission to all appropriate federal, state and local regulatory and reviewing authorities, including but not limited to the U.S. Army Corps of Engineers. The pre-permit document submissions must preview the information to be presented by Consultant at a pre-permitting meeting with the reviewing authorities. The pre-permitting meeting will determine whether the reviewing authorities accept the recommended alternatives or require further iterations.

- iv) In a concise letter report to BPCA, submit final recommendations regarding permitting application materials incorporating results from the pre-permitting meeting.
- v) Once the pre-permitting service items and the Schematic Phase are complete, prepare regulatory permit applications for all appropriate federal, state and local regulatory agencies, including but not limited to the New York State Department of Environmental Conservation and the U.S. Army Corps of Engineers.
- vi) Prepare an application package for submission of all regulatory permits, including but not limited to the following:
 - Regulatory and consistency applications for all regulatory and reviewing authorities noted above;
 - Project narrative, including description of the site, proposed work, potential adverse effects of proposed work, an environmental impact statement, and construction requirements;
 - Location maps, charts and aerial photos;
 - Permit drawings depicting the existing sites and proposed sites, including drawings of the surveys performed during the Research service items, schematic details of the work to be performed, and site plans depicting footprints for any proposed changes to the marinas;
 - If dredging is required, the sediment chemical analysis (performed by others) along with a detailed evaluation of the adverse effects of dredging. Dredging specifications will also be provided for procedural review by government agencies; and
 - Detailed analysis of the waterfront development permit from the perspective of the requirements of Coastal Zone Management regulations.
- vii) Submit all permit applications through BPCA and serve as the agent for said applications.
- viii) Serve as technical support for administration of the application process. Provide and collect additional information requested by permitting agencies to procure approval in a timely and advantageous manner.

5. BID SUPPORT

- i) Support BPCA throughout the construction contract solicitation process.
- ii) Provide written clarification of Plans and Specifications.
- iii) Assist in responding to bidders/proposer's questions and prepare any required addenda to bid documents.
- iv) Evaluate submitted bids/proposals and recommend selection of highest evaluated bidder/proposer.

6. CONSTRUCTION ADMINISTRATION

- i) Help achieve effective construction administration, including but not limited to communication amongst participants, especially between the Construction Manager and any contractor.
- ii) Review all Requests For Information, submittals, shop drawings, as-built documents and field conditions.
- iii) Attend all job progress meetings.

7. MISCELLANEOUS

Consultant shall perform and provide any and all other services and tasks necessary to complete the activities contemplated herein.

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)

CONSULTANT AGREEMENT

between

BATTERY PARK CITY AUTHORITY, d/b/a HUGH L. CAREY
BATTERY PARK CITY AUTHORITY

and

[INSERT CONSULTANT'S NAME]

Dated as of [month, day], 2013
Contract No. 13-[xxxxxx]

([INSERT PROJECT NAME])

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CONSULTANT AGREEMENT

AGREEMENT (the “Agreement”) is made as of [INSERT DATE] between BATTERY PARK CITY AUTHORITY, d/b/a HUGH L. CAREY BATTERY PARK CITY AUTHORITY (“BPCA”), a body corporate and politic, constituting a public benefit corporation, having a place of business at One World Financial Center, 24th Floor, New York, New York 10281, and [INSERT NAME OF COMPANY], a corporation formed pursuant to the laws of the State of [INSERT STATE OF INCORPORATION], having an office at [INSERT ADDRESS AND TELEPHONE NUMBER OF COMPANY] (“Consultant”).

W I T N E S S E T H:

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

WHEREAS, BPCA intends to cause (and has already caused) the staged development of Battery Park City, in individual parcels, with the goal of creating a richly diversified mixed use community which will provide residential and commercial space, with related amenities such as parks, plazas, recreational areas and a waterfront esplanade; and

WHEREAS, BPCA intends to retain Consultant to perform [INSERT DESCRIPTION OF PROJECT] services (the “Work”), as set forth in more detail below, for BPCA; and

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

1. Scope of Work

Consultant shall perform the Work throughout the Term, as hereinafter defined. The Work shall include, at a minimum, the services described in Exhibit [X] (the “Work”), attached hereto and made a part hereof, and attendance at all meetings and telephone conferences requested by BPCA. Notwithstanding the foregoing, BPCA reserves the right to set deadlines for any portion of the Work and compliance with such deadlines is considered a material provision of this Agreement.

2. Term of Agreement

The term of this Agreement shall begin on [INSERT DATE] (the “Commencement Date”) and shall terminate not later than [INSERT DATE] (the “Expiration Date”) unless this Agreement is otherwise terminated as hereinafter provided. The period between the Commencement Date and the Expiration Date is referred to herein as the “Term”.

3. Compensation

(a) The compensation for the Work performed pursuant to this Agreement during the Term shall be a not to exceed amount of [INSERT CONTRACT AMOUNT] (the “Fee”). The Fee shall be paid as set forth in Exhibit [X].

(b) Consultant shall submit invoices detailing all Work performed to BPCA that shall:

- (i) include the name, address, and telephone number of Consultant, and
- (ii) be addressed as follows:

Office of the Treasurer
Battery Park City Authority
d/b/a 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 [INSERT NAME] .

(c) BPCA shall pay Consultant no later than the 30th calendar day (excluding holidays) following BPCA's receipt of a Proper Invoice (pursuant to, and as such term is defined in "BPCA's Prompt Payment Policy", a copy of which is attached hereto and made part hereof as Exhibit [X]).

4. Increase and Decrease in the Scope of Work

BPCA shall have the right to make changes to, increase or reduce the Scope of Work or the Term, 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 result in an additional expenditure of time by Consultant or Subconsultant (as hereinafter defined), BPCA will pay Consultant additional compensation only as mutually agreed in writing by BPCA and Consultant at the time of such change.

5. Consultant Cooperation

Consultant shall work with such firms or individuals as BPCA shall designate from time to time in connection with the Work, and Consultant agrees to meet with such firms or individuals at such times as BPCA 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 BPCA may cancel or terminate this Agreement at any time, for any or no reason without incurring any penalty or damages on account of such cancellation or termination upon five (5) days' notice, in which event, except as otherwise provided herein, all of BPCA's liability hereunder shall cease and terminate as of the date specified in such notice.

(b) If BPCA shall so terminate this Agreement pursuant to Subsection 6(a), then Consultant shall be entitled to that portion of the Fee which has not 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 contained herein 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) Consultant breaches any covenant or agreement contained in Section 16 or any other section of this Agreement; or

(v) Consultant shall otherwise be in default hereunder;

then BPCA may terminate this Agreement for cause, without incurring any penalty or damages on account of such cancellation or termination upon three (3) days written notice, unless extended by BPCA, in which event, except as otherwise provided herein, all of BPCA's liability hereunder shall cease and terminate as of the date specified in such notice. Upon termination pursuant to this Subsection 6(c), Consultant shall be entitled to that portion of the Fee which has not 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 BPCA shall deduct from any amount all additional costs and expenses which BPCA may incur over those which BPCA would have incurred in connection with the Work if BPCA 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 BPCA 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 BPCA by reason of Consultant's default hereunder and which BPCA 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 that 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 of services to a point where discontinuance will not cause unnecessary waste of duplicative work or cost;

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

(iii) transfer to BPCA in the manner, to the extent, and at the time directed by BPCA, 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 BPCA may reasonably direct.

(e) In the event that Consultant, having been terminated for cause pursuant to Subsection 6(c), thereafter obtains a determination, in a judicial or other action or proceeding, that such termination was unwarranted, without basis, or invalid for any reason, then the termination shall be deemed to have been one for the convenience of BPCA and Consultant shall be entitled to be reimbursed and paid as provided in Subsection 6(b) but to no other payments or damages.

(f) Every Subconsultant contract shall include: (i) a provision authorizing termination by Consultant (in form and substance similar to Subsection 6(a) through 6(e)) in the event of a termination of Consultant by BPCA and (ii) a provision under which the Subconsultant agrees that its obligations shall be assigned to BPCA, at BPCA's option, upon a termination of this Agreement under Subsections 6(a), (c) or Section 7.

7. Suspension

BPCA may, by written notice, 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 notice shall specify the period during which such Work is to be stopped. Consultant shall resume such Work upon the date specified in such notice, or upon such other date as BPCA may thereafter specify in writing upon reasonable notice to Consultant, provided, however, that if BPCA 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 to date.

8. Assignment

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

9. Ownership of Documents

All material specifically prepared in connection with the Work, excluding any work papers compiled by Consultant in connection with this Agreement and 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.) shall be deemed "Works Made for Hire" and shall become the sole property of BPCA. Consultant shall provide a tangible copy of the Works Made for Hire to BPCA in a form to be specified by BPCA. Such materials may be used by BPCA, in whole or in part, or in modified form, for any and all purposes BPCA may deem desirable without further employment of, or payment of any additional compensation to Consultant. Consultant hereby acknowledges that whatever participation it has, or will have, in connection with any copyrightable subject matter which is the subject of 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 Works Made for Hire, 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 BPCA a royalty free, worldwide perpetual, irrevocable, and exclusive license to reproduce, modify, and publicly disseminate the Work.

10. Insurance

(a) Consultant shall carry, and shall require each Subconsultant to carry, and thereafter shall keep or cause to be kept in full force and effect, until receipt of final payment by Consultant hereunder (unless a longer period is expressly required), the following insurance:

(i) Worker's compensation insurance in statutory amounts and disability and employer's liability insurance in the amount of \$1,000,000, covering all persons employed by Consultant, and by any 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 One Million Dollars (\$1,000,000) for Consultant, 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. The professional liability insurance coverage required under this Section shall include a three (3) year extended reporting period.

(iii) Commercial general liability insurance written on coverage form ISO CG0001 or its equivalent, covering the liability of Consultant, or any Subconsultant, as applicable, for all the Work and operations relating thereto and all obligations assumed by Consultant, or any Subconsultant, as applicable, under this Agreement in an amount which shall not be less than the following limits:

Combined Single Limits, Bodily Injury and Death
Property Damage and Personal Injury Liability:
\$2,000,000 in the aggregate
\$1,000,000 each occurrence

The aforesaid insurance shall (A) be written on an occurrence basis, with a deductible of not more than \$25,000 per loss, (B) contain no exclusions beyond those provided in Form ISO CG 0001 unless specifically approved in each instance by BPCA, which approval shall not be unreasonably withheld or delayed, (C) include a contractual liability endorsement to insure Consultant's obligations under this Agreement, (D) conform to independent contractors' coverage, and (E) may be written through a combination of primary and umbrella coverage. The certificate of insurance must indicate that the insurance afforded by this Section 10 is on a "Per Project" aggregate basis.

(iv) Automobile Liability and Property Damage Insurance as follows: A policy covering the use in connections with the Work of all owned, non-owned and hired vehicles bearing, or under the circumstances under which such vehicles are 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 each occurrence

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

(vi) Umbrella Liability Insurance in the amount of \$2,000,000.

(b) Other Insurance Requirements

(i) The policy of insurance required by Subsection 10(a)(iii) shall contain a written waiver of the right of subrogation with respect to all of the named insureds and Additional Insureds (as hereinafter defined). Consultant further agrees to execute and deliver any additional instruments and to do or cause to be done all acts and things that may be requested by BPCA to insure BPCA and the Additional Insureds properly and fully against all damage and loss as herein provided and to effectuate and carry out the intents and purposes of this Agreement.

(ii) Policies providing for applicable insurance shall be issued only by insurance companies that are licensed or authorized to do business in the State of New York and that have a rating in the latest edition of "Bests Key Rating Guide" of "A-VII" or better. **Certificates of Insurance evidencing the issuance of all insurance required by this Section, and guaranteeing at least thirty (30) days' prior notice to BPCA of cancellation or non-renewal, shall be delivered to BPCA, attention: Maria Ellison, prior to execution of this Agreement,** or, in the case of new or renewal policies replacing any policies expiring during the Term of this Agreement, no later than thirty (30) days before the expiration dates of such policies.

(iii) The certificates of insurance for the commercial liability insurance shall be provided to BPCA; and BPCA, Battery Park City Parks Conservancy (the "Conservancy") and the State of New York shall be treated as additional insureds thereunder (collectively, the "Additional Insureds"), as their interests may appear.

(iv) The policy of insurance required to be carried pursuant to the provisions of Subsection 10(a)(iii) shall contain a provision that no error or omission of Consultant shall affect or limit the obligation of the insurance company to pay the amount of any loss sustained by any of the Additional Insureds.

(v) The insurance certificates required by Subsections 10(a)(ii) and (iii) shall be primary protection and none of the Additional Insureds will be called upon to contribute to a loss that would otherwise be paid by Consultant's insurer.

11. Authority of BPCA

The Work shall be subject to the general supervision, direction, control and approval of BPCA 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. BPCA 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, together with the Exhibits hereto, constitutes the entire agreement and understanding between BPCA and Consultant with respect to the subject matter hereof, and supersedes all prior and contemporaneous, oral or written, express or implied representations, understandings, inducements, conditions and agreements of any nature whatsoever with respect to the subject matter hereof. The express terms hereof control and supersede any course of performance and/or usage inconsistent with any of the terms hereof.

13. Consultant as Independent Contractor

Consultant shall provide the services to BPCA as an independent contractor and the relationship between BPCA and Consultant created by this Agreement shall be that of an independent contractor and shall not be considered in any way an employment relationship. Consultant is not a servant, agent or employee of BPCA and shall have no power or authority to bind BPCA or to assume or create any obligations or responsibility, express or implied, on BPCA's behalf or in its name, nor shall Consultant represent to any person that it is a servant, agent or employee of BPCA and has such power or authority except as expressly provided in this Agreement or as may be expressly agreed to in writing by BPCA.

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 the 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 BPCA or its authorized representatives for review and audit at all such reasonable times as BPCA may request from time to time. 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, BPCA shall not be required to pay any portion of the Fee then due or next becoming due, as the case may be, with respect to such items, and if such compensation has already been paid, BPCA may require Consultant to refund any such payment made. Any excessive audit costs incurred by BPCA due to Consultant's and/or any Subconsultant's failure to maintain adequate records shall be borne by Consultant.

15. Acceptance of Final Payment; Release and Discharge

Subject to the provisions of Section 17, the payment by BPCA and the acceptance by Consultant of the final payment under this Agreement, or any final payment due on earlier termination of this Agreement under Sections 6 or 7 hereof, shall constitute a full and complete waiver and release of BPCA from any and all claims, demands and causes of action whatsoever which Consultant, and/or its successors and assigns have, or may have, against BPCA under the provisions of this Agreement, unless a detailed and verified statement of claim is served upon BPCA not later than the making of the final payment. It is expressly understood and agreed that BPCA's or Consultant's termination of this Agreement hereof shall not give rise to any claim against BPCA for damages, compensation or otherwise as a result of such termination, and that under such circumstances BPCA's responsibility 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 BPCA 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 Work; and

(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, or with any public authority, department, agency or official of the State of New York or 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 and as set by BPCA from time to time;

(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 BPCA which is in any way related to the Work, Consultant shall diligently render to BPCA any and all assistance which may be required by BPCA as a result thereof;

(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 BPCA; and

(vii) to the extent that a conflict of interest may exist between BPCA and any of Consultant's other clients, Consultant shall notify BPCA of such conflict of interest immediately in the manner provided for herein. If such a conflict of interest does exist, Consultant shall ensure that there is no crossover between the personnel devoted to performing the Work for BPCA and the personnel devoted to working with Consultant's other clients. Further, Consultant shall not disclose any information that it has learned about BPCA through the Work to any of Consultant's other clients.

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

17. Indemnity

(a) Consultant shall defend, indemnify and hold harmless BPCA, the Conservancy and the State of New York and each member, director, officer, agent, representative and employee of each of the aforesaid parties and their members, directors, officers, agents, representatives and employees, being referred to herein, individually and collectively as (the "Indemnitees") to the fullest extent permitted by law, from and against any and all liabilities, suits, obligations, fines, damages, penalties, claims, costs, charges and expenses, including, without limitation, reasonable architects' and attorneys' fees and disbursements, that may be imposed upon or incurred by any of the Indemnitees by reason of, the negligent performance of the Work, the negligent or intentionally tortuous acts or omissions of Consultant or the breach by Consultant of any of the provisions in this Agreement, except that no Indemnatee shall be so indemnified and saved harmless to the extent of the proportion by which such liabilities, etc., are caused by the negligent or intentionally tortuous acts or omissions of such Indemnatee.

(b) Consultant shall be liable to, shall indemnify the Indemnitees 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.

(c) The obligations of Consultant under this Section 17 shall not be affected in any way by the absence of insurance coverage, or by the failure or refusal of any insurance carrier to perform an obligation on its part under insurance policies affecting the Work.

(d) If any claim, action or proceeding is made or brought against any of the Indemnitees by reason of any event to which reference is made in this Section 17, then, upon demand by BPCA, Consultant shall defend and satisfy such claim, action or proceeding in such Indemnitee's name. The foregoing notwithstanding, such Indemnitee or another Indemnitee may engage its own attorneys to defend such Indemnitee, or to assist such Indemnitee in its defense of such claim, action or proceeding, as the case may be.

(e) Each Indemnitee shall notify Consultant of a claim, or the imposition of any cost or expense as to which Consultant has agreed to indemnify such Indemnitee pursuant to any of the provisions of this Section 17. Consultant agrees to pay such Indemnitee all amounts due under this Section 17 within thirty (30) business days after such payment is determined to be Indemnitee's obligation, and any nonpayment thereof by Consultant shall constitute a default for which BPCA may terminate this Agreement in accordance with Section 6 hereof. However, BPCA shall retain any rights and remedies that it may have from such failure to pay and such rights and remedies shall survive the expiration or other termination of this Agreement.

(f) Consultant shall include in each contract it enters into with a Subconsultant a provision whereby the Subconsultant shall be liable for and agree to indemnify, defend and hold harmless the Indemnitees in terms substantially similar to those pertaining to Consultant in the preceding subsections of this Section 17.

(g) The provisions of this Section 17 shall survive the expiration or other termination of this Agreement.

18. Confidentiality

Consultant hereby agrees that data, information, documents, proposals, recommendations, analyses, reports and other materials developed in the course of the Work are strictly confidential between Consultant and BPCA and except as specifically provided herein, Consultant may not at any time reveal or disclose such data, information, documents, proposals, recommendations, analyses, or reports or other materials in whole or in part to any third party without first obtaining written approval from BPCA. Consultant shall implement and maintain reasonable and appropriate security measures to protect sensitive information from unauthorized use or disclosure. Records provided to Consultant from BPCA shall remain BPCA's property and shall be returned to BPCA upon request. The obligations pursuant to this Section 18 shall survive the expiration or other termination of this Agreement.

19. Modification

No change, amendment, 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 Consultant and any successor or assign at their address hereinafter set forth, to Guarantor and to any successor or assignee at the address set forth in the instrument of assignment or succession. 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.

24. Notices

Whenever it is provided herein that notice, demand, request, consent, approval or other communication shall or may be given to, or served upon, either of the parties by the other, or whenever either of the parties desires to give or serve upon the other any notice, demand, request, consent, approval or other communication with respect hereto, each such notice, demand, request, consent, approval or other communication shall be in writing and shall be effective for any purpose only if given or served as follows:

(a) If to BPCA, by hand with proof of delivery, by delivery by an overnight courier service which obtains receipts, or by mailing the same to BPCA by express or certified mail, postage prepaid, return receipt requested, addressed to:

Battery Park City Authority
One World Financial Center (24th floor)
New York, NY 10281
Attention: [INSERT NAME AND TITLE]

with a copy to:

Battery Park City Authority
One World Financial Center (24th floor)
New York, NY 10281
Attention: Executive Vice President and General Counsel

or to such other addresses and attorneys as BPCA may from time to time designate in the manner set forth above.

(b) If to Consultant, by hand with proof of delivery, by delivery by an overnight courier service which obtains receipts, or by mailing the same to Consultant by express or certified mail, postage prepaid, return receipt requested, addressed to:

[INSERT CONSULTANT CONTACT]

or to such other addresses and attorneys as Consultant may from time to time designate in the manner set forth above.

(c) Every notice, demand, request, consent, approval or other communication hereunder shall be deemed to have been given or served (i) in the case of express or certified mail, on the date the receipt is dated by the Post Office or express mail carrier, as the case may be, and (ii) in the case of notice by hand or by overnight courier service, upon delivery, as evidenced by a signed receipt.

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 BPCA to the use of each such Subconsultant and to the agreement to be entered into between Consultant and any such Subconsultant. Consultant shall inform BPCA in writing of any interest it may have in a proposed Subconsultant. No such consent by BPCA, 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 BPCA.

(c) Upon the request of BPCA, Consultant shall cause any Subconsultant used by Consultant in connection with this Agreement to execute a side letter in which 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. Responsibility

(a) Consultant shall at all times during the Term remain “Responsible”, i.e, have the requisite legal authority to do business in New York State, integrity, experience, ability and organizational and financial capacity to perform the Work. Consultant agrees, if requested by BPCA, to present evidence of its continuing Responsibility and prior performance, if applicable.

(b) The President of BPCA, or his or her designee, in his or her sole discretion, reserves the right to suspend any or all activities under this Agreement, at any time, when he or she discovers information that calls into question the Responsibility of Consultant. In the event of such suspension, Consultant will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, Consultant must comply with the terms of the suspension order. Work may resume at such time as the President of BPCA or his or her designee issues a written notice authorizing a resumption of Work under the Agreement.

(c) Upon written notice to Consultant, and a reasonable opportunity to be heard with appropriate BPCA officials or staff, the Agreement may be terminated by the President of BPCA or his or her designee at Consultant’s expense where Consultant is determined by the President of BPCA or his or her designee to be non-Responsible. In such event, the President of BPCA or his or her designee may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.

27. Employment and Diversity

27.1. Definitions

The following terms shall have the meanings set forth below for the purposes of this Section 27:

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

(b) “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.

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

(d) "Director." The Director or the Executive Director of the Division.

(e) "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.

(f) "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.

27.2. Equal Employment Opportunities ("EEO") 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 BPCA, 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 27 relating to their operations and the implementation of the Diversity Program in effect as of the date of execution of this Agreement.

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

(6) For purposes of providing meaningful participation by MBEs/WBEs for the Work and achieving the goals established herein, Consultant and its Subconsultants should reference the directory of New York State Certified MBEs/WBEs 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 Women-Owned Business Development ((518) 292-5250; (212) 803-2414; or (716) 846-8200)) to discuss additional methods of maximizing participation by MBEs/WBEs 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 MBEs/WBEs 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 Agreement’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.

(3) 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 promulgated thereunder.

28. Interest of Others

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

29. 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 BPCA and no liability on account thereof shall be incurred by BPCA 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, representative, lessee, consultant or agent of BPCA, the Conservancy and the State of New York. By execution of this Agreement, Consultant agrees to look solely to BPCA with respect to any claim which may arise.

30. 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.

31. MacBride Fair Employment Principles

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 (the "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.

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

BPCA reserves the right to terminate this Agreement in the event it is found that the certification filed by Consultant pursuant to New York State Finance Law §139-k was intentionally false or

intentionally incomplete. Upon such finding, BPCA may exercise its termination right by providing written notification to Consultant in accordance with the written notification terms of this Agreement. If any contract is terminated in accordance with State Finance Law §139k(5), BPCA will include a statement in its procurement record describing the basis for any action taken under the termination provision.

33. Form of Agreement not an Offer

A binding contract between the parties shall exist only if and at such time as both parties have executed this Agreement.

34. Key Person

The parties understand that in entering into this Agreement, BPCA has relied upon Consultant's representation that, to the extent permitted by law, [INSERT NAME OF KEY PERSON] (hereinafter the "Key Person") will be directly and consistently involved in supervising the Work and actively engaged in the day-to-day management of the Work, which shall include attending meetings. If the Key Person is not available as described herein, or if the Key Person departs from the firm or severs his relationship with Consultant, or for whatever other reason is not available to perform the Work, then BPCA shall have the right to terminate this Agreement. The parties also agree that at any time during the course of the Work, BPCA may designate additional or substitute key personnel to perform the Work. Consultant agrees to make the additional or substituted personnel available under the same conditions set forth herein. Notwithstanding the foregoing, the parties acknowledge that the Key Person may not, by law, oversee BPCA's audit for more than any consecutive five-year period and that Consultant shall make appropriate substitutions to personnel in order to comply with this requirement, subject to BPCA's review and approval in all respects.

35. Counterparts

This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one instrument, but the Agreement shall not be deemed effective unless signed by all parties.

36. Section Headings

Section headings contained in this Agreement are for convenience only and shall not be considered for any purpose in governing, limiting, modifying, construing or affecting the provisions of this Agreement and shall not otherwise be given legal effect.

37. Subordination of Terms in the Exhibits.

In the event of a conflict of terms, the terms stated in Sections §1-37 herein, shall take precedence over and shall prevail over any printed, typed, or handwritten terms located in the Exhibits.

THE REST OF THIS PAGE IS INTENTIONALLY BLANK

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

BATTERY PARK CITY AUTHORITY
(d/b/a Hugh L. Carey Battery Park City Authority)

By: _____

Name: _____

Title: _____

[INSERT CONSULTANT'S NAME]

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: Ms. Della Lee
Contract 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 –Design and Engineering**. 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. Tasks 1-3, 5.

Permitting

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 - Task 4.

Construction Administration

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 - Task 6.

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 = \$ _____

Proposer: _____ <Name of Company>

By: _____ <Printed Name of Executing Officer>

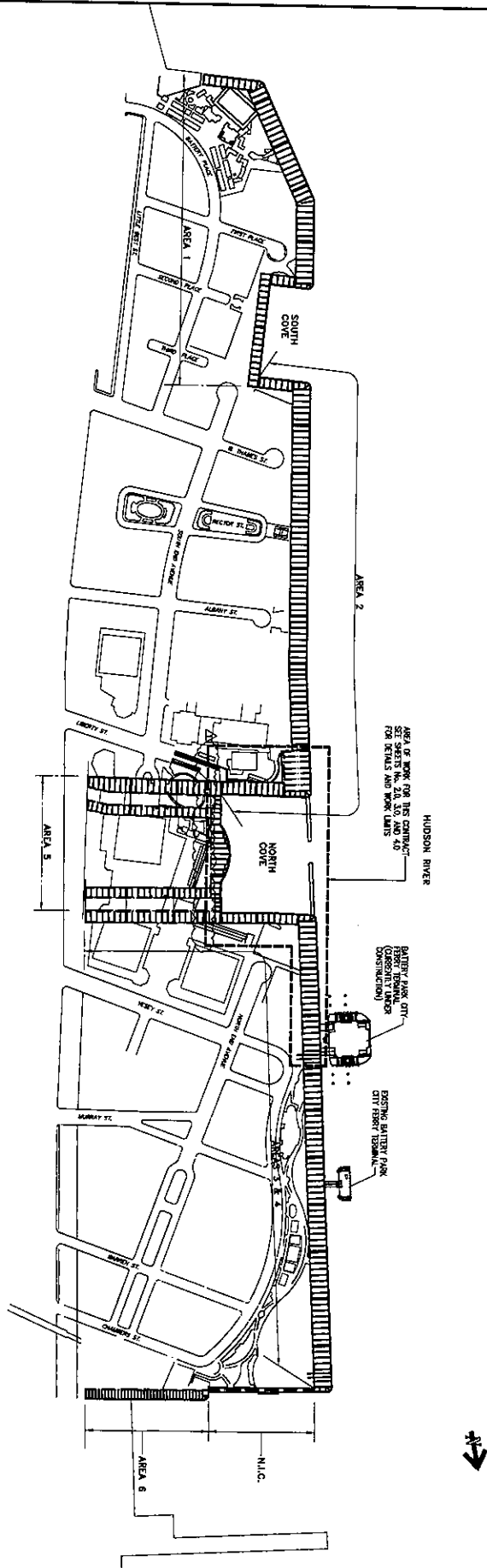
Title:

Signature: _____ Date _____

EXHIBIT F


Drawings

(Attached)

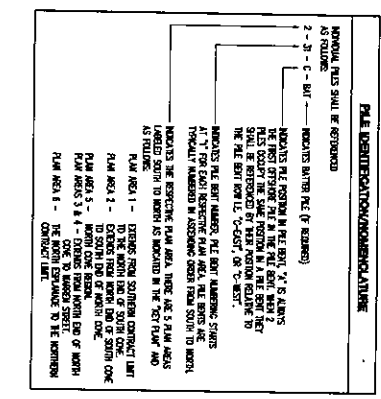


ISSUED FOR BID
JUNE 16, 2007

COPYRIGHT © 2006, M.G. McLAUREN, P.C.

<div>PROJECT NO. 104582</div> <div>DATE 12/11/08</div> <div>SCALE AS SHOWN</div> <div>BY JLW</div> <div>CHECKED JLW</div> <div>DATE 12/11/08</div> <div>BY JLW</div> <div>CHECKED JLW</div>	OVERALL SITE PLAN		BATTERY PARK CITY ESPLANADE REPAIRS	<div>McLaren ENGINEERING GROUP</div> <div>E-MAIL: mgl@mclaren.com 100 STATE HILL ROAD, WEST NYACK, NY 10994 TEL: (914) 333-6400 FAX: (914) 333-6500</div>																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																			
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ELEVATIONS SHOWN HEREIN REFER TO THE BENCHMARK PRESIDENT OF MANHATTAN (4889) VERTICAL DATUM WHICH IS 2.75 FT ABOVE MCHD 1929 (UNITED STATES COASTAL AND GEODETIC SURVEY, MEAN SEA LEVEL, SANDY HOOK NEW JERSEY).



**ISSUED FOR BID
JUNE 15, 2007**

3.0	28	28
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EXISTING PLATFORM
STRUCTURE PLAN
AREAS 3 & 4

STANDARD INFORMATION

□ 27' x 27' SQUARE PRISMATIC
CORNERS TEL

□ 27' x 27' SQUARE PRISMATIC
P CORNERS TEL

■ ONE-SIDE WITH LIDATION INSIDE BY
MILWAUKEE COUNTY TEL 908-660-3000

PLAN AREAS 3 AND 4

BATTERY PARK (Splanade)

ATTAN.




McGraw-Hill
 ingmcliar@mcgraw-hill.com
 1221 Ave. of the Americas, New York, NY 10020-1398

LINE C

aren
ENGINEERING GROUP

www.aren.com
Tel: 01203 109334

Violin I

Violin II

Viola

Cello/Double Bass

MATCH LINE

RECORDING THE RECORD

LIMIT OF WORK THIS CONTRACT
 SECTION 1000