

**NEW YORK CITY ECONOMIC DEVELOPMENT CORPORATION
NYC BROWNFIELD FINANCIAL INCENTIVE PROGRAM
REQUEST FOR PROPOSALS
FOR THE PROVISION OF PROGRAM MANAGEMENT,
GRANT ADMINISTRATION AND RELATED CONSULTING SERVICES
NYCEDC CONTRACT NO. 36920001
PROJECT CODE NO. 3692**

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**PART I
INTRODUCTION**

**NEW YORK CITY ECONOMIC DEVELOPMENT CORPORATION
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**PART I
INTRODUCTION**

1. INVITATION TO SUBMIT PROPOSAL

NYCEDC, in consultation with The City of New York (the “City”), is seeking to procure and invites you to submit a proposal in response to this Request for Proposals (“RFP”) for a consultant to serve as program manager/grant administrator (the “Program Manager”) for the NYC Brownfield Financial Incentive Program (the “Program”), as described in greater detail below. The Services to be performed, the Project and the Project Site are outlined in the RFP Summary below (Part I, Section 2), along with such other information as the anticipated dates for the execution of a Contract with the Consultant, if one is selected pursuant to this RFP, and the anticipated Contract Term. All undefined capitalized terms set forth in this RFP shall have the same definitions as set forth in Appendix A and Appendix B to Part III of the draft Contract (the “Contract Draft”) annexed to this RFP as Exhibit 1.

The City has assembled a project team (the “Project Team”) to implement the Program that is being led by the Mayor’s Office of Environmental Remediation (“OER”). The City has asked NYCEDC to serve as a member of the Project Team. NYCEDC has agreed to do so, and is issuing this RFP, in consultation with OER, to retain a Project Manager (“PM”) to assist in the establishment, implementation and ongoing operation of the Program.

Subject to the availability of funds and the responses to this RFP, NYCEDC will select a Consultant to provide the Services. The Consultant shall be experienced in all aspects of the Services. The Consultant will commence the Services upon a written Notice to Proceed from NYCEDC or upon execution of the Contract by the Consultant and NYCEDC substantially in the form of the Contract Draft. The Contract Draft is an initial draft subject to further review and revision by NYCEDC prior to execution. NYCEDC shall not be bound to the terms of any aspect of the Contract Draft, and the final acceptance of any successful proposal shall be subject to, and contingent upon, the negotiation between the parties of a Contract in form and substance acceptable to NYCEDC. Nevertheless, **you should review the Contract Draft and be familiar with all of the terms and conditions set forth therein prior to submitting your proposal.**

2. RFP SUMMARY

2.1 **In General.** This summary of terms, deadlines and requirements specific to this RFP is set forth for your immediate reference and convenience only. It does not set forth all of the requirements of this RFP, but should be read in conjunction with the General Requirements (Part

II) and the Specific Requirements (Part III) of this RFP. You should review and become familiar with all parts of this RFP prior to submitting your proposal.

2.2 Specific Terms, Deadlines and Requirements.

2.2.1 Project Information.

2.2.1.1 The Project: NYC Brownfield Financial Incentive Program

2.2.1.2 The Project Site: Citywide

2.2.1.3 Type of Services: Program Management, Grant Administration and Related Consulting Services, as more specifically described in the Scope of Services (Appendix B) of the Contract Draft

2.2.2 The Consultant:

2.2.2.1 Type: Program Manager/Grants Administrator

2.2.2.2 The Consultant Team: It is anticipated that the Consultant will lead a team of consultants (collectively, with the Consultant, the “Consultant Team”) in providing the Services. The members of the Consultant’s staff and/or the Consultant’s Subcontractors on the Consultant Team are expected to include, without limitation, the following:

2.2.2.2.1 Required Consultant Team Members:

2.2.2.2.1.1 Professional Engineer

2.2.2.2.1.2 Environmental Scientists and Engineers

2.2.2.2.1.3 Other Environmental Consultants

2.2.2.2.1.4 General Management or Grants Consultants

2.2.2.2.2 Other Possible Consultant Team Members:

2.2.2.2.2.1 Any additional Consultant Team Members the Respondent may propose as necessary to effectuate the Services

2.2.2.3 Experience Required: The Consultant shall have significant experience and documented expertise in managing, administering and overseeing all aspects and phases of projects and programs of at least a scale and nature as those to be included in the Program, as described in

the Scope of Services including, without limitation, those project and programs involving (1) brownfield remediation and redevelopment, and (2) grants. Preference will be given to respondents that can demonstrate all of the qualifications set forth below with respect to the following project elements:

2.2.2.3.1 Preferred Qualifications Related to Brownfield Remediation and Development Projects and Programs:

Respondents must demonstrate its experience serving in the following capacities and its expertise in the following disciplines:

- Planning, implementation and operational phases of Brownfield redevelopment
- Project and Construction Management
- Engineering, Hydrology and Geology
- SEQRA/CEQR Processes
- Health and safety and other technical standards and/or best practices for Brownfield management
- Thorough knowledge of an compliance with all applicable laws and other requirements for the remediation of hazardous substances at Brownfields
- Independent review and quality control

2.2.2.3.2 Preferred Qualifications Related to Grants

Programs: The Consultant shall demonstrate its experience serving in the following capacities and its expertise in the following disciplines:

- Creation, implementation and ongoing administration of grant programs, including data management capabilities
- Establishment of programmatic standards, criteria, templates, program applications, and other standardized forms and agreements
- Financial Management, Budgeting, and Accounting
- Contract Management- monitoring grantee compliance and enforcing grant agreements, including without limitation, the recapture of grant funds
- Outreach and marketing

2.2.3 Contract Information.

2.2.3.1 Anticipated Contract Execution Date: 01/01/2010

2.2.3.2 Anticipated Contract Term: One year, subject to the Corporation's options to extend the Contract Term for two additional

one-year terms, as more specifically described in Part I, Section 5 of the Contract Draft

2.2.4 Questions Regarding RFP.

2.2.4.1 Question/Clarification Deadline:

(i) Date: November 2, 2009

(ii) Time: 4:00 p.m.

2.2.4.2 Permitted Method: At Pre-Proposal Meeting, if one is conducted; otherwise in writing to Recipient at Recipient's Mailing Address or E-Mail Address as listed in Section 2.2.6 below only.

2.2.4.3 Question Response Date: November 6, 2009

2.2.4.4 Answers to Questions Available at: www.nycedc.com (the "Website")

2.2.5 Pre-Proposal Meeting.

2.2.5.1 Date: October 30, 2009

2.2.5.2 Time: 2:00 p.m.

2.2.5.3 Meeting Place: NYCEDC, Conference Room to be announced, please arrive at the 6th Floor Reception Area

2.2.5.4 Confirmation Contact Person: Jessica Pavone

2.2.5.5 R.S.V.P.:

2.2.5.5.1 Date and Time: October 29, 2009 at 4:00 p.m.

2.2.5.5.2 Method: Recipient's E-mail address as set forth in Section 2.2.6.7 below

2.2.5.6 Attendance Mandatory: No

2.2.6 Proposal Submission Requirements.

2.2.6.1 Label on Envelope:

2.2.6.1.1 One for the Proposal Only: "Proposal for Program Management/Grant Administration and Related Consulting Services for NYC Brownfield Financial Incentive Program"

2.2.6.1.2 **One for the Doing Business Data Form Only:**
“Doing Business Data Form for Program Management/Grant Administration and Related Consulting Services for NYC Brownfield Financial Incentive Program”

2.2.6.1.3 **One for Prices Only:** “Price Proposal for Program Management/Grant Administration and Related Consulting Services for NYC Brownfield Financial Incentive Program”

2.2.6.1.4 **One for M/WBE Utilization Plans Only:** “M/WBE Utilization Plan for RFP for Program Management/Grant Administration and Related Consulting Services for NYC Brownfield Financial Incentive Program”

2.2.6.2 **Number of Sets of Proposals to be submitted:** 6

2.2.6.3 **Submission Deadline:**

2.2.6.3.1 **Date:** November 16, 2009

2.2.6.3.2 **Time:** 4:00 p.m.

2.2.6.4 **Method:** By Hand or Express Mail or other nationally known overnight courier

2.2.6.5 **Submit to the following Recipient:**

Maryann Catalano
Senior Vice President

2.2.6.6 **Recipient’s Mailing Address:**

NYCEDC
110 William Street. 6th Floor
New York, NY 10038

2.2.6.7 **Recipient’s E-mail address:** www.brownfield@nycedc.com

2.2.7 **M/WBE Program Percentages.**

2.2.7.1 **Target Subcontracting Percentage:** 10 %

2.2.7.2 **Participation Goal:** 22 %

2.2.8 **Selection Criteria.** Criteria on which NYCEDC will base its selection may include, without limitation, the following:

- 2.2.8.1 The quality of the proposal and the degree to which it demonstrates the respondent's full understanding of and the ability to perform the Services to be rendered
- 2.2.8.2 The respondent's and, as applicable, the proposed Consultant Team's experience in providing services similar to the Scope of Services described herein including, without limitation, the qualifications enumerated in Section 2.2.2 above
- 2.2.8.3 The quality of the respondent's management, reputation, and references and, as applicable, the quality of the proposed Consultant Team
- 2.2.8.4 Favorable history, if any, in contracting or doing business with the City and/or NYCEDC
- 2.2.8.5 The Proposed Staff and Fee Schedules

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**PART II
GENERAL REQUIREMENTS**

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**PART II
GENERAL REQUIREMENTS**

1. SERVICES TO BE PERFORMED AND WORK PRODUCT

The Consultant shall perform all work and services and deliver all of the Work Product specifically described in and required by the Scope of Services annexed as Appendix B in Part III of the Contract Draft. **Prior to submitting your proposal, please be sure that you review and fully understand the Scope of Services.**

2. STAFFING

2.1 **Personnel**. The Consultant shall, at its own expense, employ all personnel and retain all Subcontractors (including the subconsultants on the Consultant Team, if any) as may be required to perform the Services, and shall be solely responsible for their work, compensation, direction and conduct during the Contract Term. The Consultant and its Subcontractors will be expected to cooperate fully with NYCEDC personnel. The respondent shall submit with its proposal resumes of its personnel and those of its Subcontractors who will perform the Services. The respondent, if selected, will be expected to use substantially the same personnel and Subcontractors described in the proposal to perform the Services. All personnel furnished by the Consultant as required under the Contract shall be employees or approved Subcontractors of the Consultant and not of NYCEDC or the City.

2.2 **Subcontractors**. If the Consultant is authorized under the Contract to enter into subcontracts for specialized services as required for performance of the Services, such authorization shall be subject to the prior written approval by NYCEDC of the Subcontractor (other than members of the Consultant Team which have been previously approved), the scope of services, compensation, and the principal responsible for supervising the performance of the Subcontractor's activities. The Consultant, and not NYCEDC, will be responsible for the Subcontractor's work, acts and omissions. Respondents are directed to Article 4 of the Contract Draft for further information as to the requirements regarding subcontracting under the Contract.

2.3 **Person in Charge**. In its proposal, respondent shall identify the member of the respondent's staff who will have primary responsibility to perform and/or supervise and coordinate the performance of the Services.

3. COMPENSATION

Subject to and in accordance with the final terms of the Contract, NYCEDC shall compensate the selected Consultant as follows:

3.1 **In General.** Under the Contract, NYCEDC will agree to pay to the Consultant an amount not to exceed a Maximum Contract Price to be negotiated between NYCEDC and the Consultant based upon its response to this RFP. The Maximum Contract Price shall be the maximum compensation for all of the Services provided by the Consultant pursuant to the Contract and all expenses of the Consultant in connection therewith, including costs of any Subcontractors. The Maximum Contract Price shall be payable as provided for in Sections 2.1 and 2.2 of the General Terms and Conditions (Part II) of the Contract and Appendix C (Part III of the Contract).

3.2 **Payments.** In order to receive payment for Services, the Consultant will be required to submit a Requisition setting forth in detail, for the period for which payment is requested, the Services actually rendered during that period and the amount of payment requested and due therefor. Requisitions may not be submitted more than once per month. All Requisitions shall be subject to NYCEDC's review, verification and approval, and all payments shall be conditioned upon NYCEDC's determination that all Services have been performed satisfactorily and in accordance with the terms of the Contract.

3.3 **Sales and Use Tax.** NYCEDC is exempt from state and local sales and use tax. SUCH TAX IS NOT TO BE INCLUDED IN PROPOSALS or in invoices submitted under the Contract. NYCEDC will provide the selected Consultant with an appropriate sales and use tax exemption certificate.

4. MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISE PARTICIPATION

4.1 **M/WBE Program.** Local Law No. 129 of 2005 added Section 6-129 to the Administrative Code of the City of New York. The local law creates a program for participation by minority and women-owned business enterprises (MBEs and WBEs) in City procurement. As stated in the Section 6-129, the intent of the program is to address the impact of discrimination on the City's procurement process, and to promote the public interest in avoiding fraud and favoritism in the procurement process, to increase competition for City business and to lower contract costs. The Corporation endorses these goals and participation by MBEs and WBEs in the provision of the Services. All respondents shall comply with all requirements of the Corporation's M/WBE Program applicable to this RFP.

4.2 **Minority and Women -Owned Business Enterprises.** In order to be considered an M/WBE for purposes of this Contract, the business must have received certification as such by DSBS. Businesses that have not been certified as M/WBEs by DSBS (even though they have been certified as M/WBEs by the New York City School Construction Authority, the Women Presidents' Educational Organization, the New York & New Jersey Minority Supplier Development Council, Inc. and the New York State Department of Economic Development, Division of Minority & Women's Business Development) should contact DSBS for information and applications related to obtaining M/WBE certification from DSBS. Contractors and

potential contractors may also access directories of certified MBEs and WBEs maintained by DSBS. DSBS is available to assist contractors and potential contractors in determining the availability of MBEs and WBEs to participate as Subcontractors and in identifying opportunities that are appropriate for participation by MBEs and WBEs in contracts. You may contact DSBS at:

Telephone: (212) 513-6311
Website: <http://www.nyc.gov/getcertified>
Address: 110 William Street
New York, New York 10038.

4.3 Target Subcontracting Percentage. The Target Subcontracting Percentage is the percentage of the total Contract that the Corporation anticipates that the selected Consultant would in the normal course of business award to one or more Subcontractors for amounts under \$1 million. The Target Subcontracting Percentage applicable to this Contract is set forth in Part I, Section 2.2.7.1 of this RFP. All respondents shall be subject to said Target Subcontracting Percentage unless the respondent, prior to the submission of its proposal, requests and the Corporation grants a full or partial waiver of the Target Subcontracting Percentage for the Contract pursuant to Section 4.6 below. No modification of the Target Subcontracting Percentage will be permitted after the Contract is awarded.

4.4 Participation Goal. The Participation Goal expressed as a percentage of the total dollar value of subcontracts under Contract for amounts under \$1 million to be performed by M/WBEs compared to the total dollar value of all subcontracts under this Contract for amounts under \$1 million. The M/WBE Participation Goal applicable to this RFP and the Contract is set forth in Part I, Section 2.2.7.2 of this RFP.

4.5 M/WBE Utilization Plans.

4.5.1 If Part I, Section 2.2.7 sets forth M/WBE Program Percentages, then the respondent must complete and submit as part of its proposal a utilization plan (the “M/WBE Utilization Plan”) in the form annexed at Exhibit 3 to this RFP. A sample of a completed M/WBE Utilization Plan is annexed to the form to be completed by the respondent at Exhibit 3. The respondent’s M/WBE Utilization Plan must set forth:

4.5.1.1 the percentage of work the respondent intends to subcontract;

4.5.1.2 the percentage of work the respondent intends to award to Subcontractors for amounts under \$1 million;

4.5.1.3 the identity of all proposed M/WBE Subcontractors to which the respondent intends to award subcontracts;

4.5.1.4 in cases where the respondent intends to award subcontracts for amounts under \$1 million, a description of the type and dollar value of work designated for participation by MBEs and/or WBEs; and

4.5.1.5 the time frames in which such work by MBEs and/or WBEs is scheduled to begin and end.

4.5.2 In the event that the respondent's M/WBE Utilization Plan indicates that the respondent does not intend to award the Target Subcontracting Percentage, the respondent's proposal will be deemed non-responsive, unless the Corporation has granted the respondent a pre-award waiver of the Target Subcontracting Percentage in accordance with Section 4.6 below.

4.5.3 Within 30 days of being awarded the Contract, the selected respondent shall submit a definitive M/WBE Utilization Plan containing all of the information listed in Section 4.5.1 and specifying all proposed Subcontractors to which it intends to award subcontracts within the subsequent 12 months. In the alternative, the Corporation may, in its sole discretion, permit the Consultant to utilize the M/WBE Utilization Plan submitted by the Consultant with its proposal, provided that it contains all of the required information. (In the case of multi-year contracts, the Consultant shall submit such a list to the Corporation's Chief Contracting Officer 30 days prior to the anniversary of the Commencement Date in each subsequent year during the Contract Term.) In the event that the Corporation does not approve a Subcontractor proposed by the Consultant, the Contractor shall have a reasonable time to propose alternate Subcontractors. Once approved, the Consultant's definitive M/WBE Plan will be annexed to and made a part of the Contract as Appendix L.

4.6 **Pre-award Waiver of Target Subcontracting Percentage.** The Corporation may, in its sole discretion, grant a full or partial waiver of the Target Subcontracting Percentage to a respondent that demonstrates, **before submission of its proposal**, that the respondent has legitimate business reasons for proposing a lower level of subcontracting in its M/WBE Utilization Plan. In making its determination, the Corporation will consider factors that include, but are not limited to whether the respondent has the capacity and the bona fide intention to perform the Contract without any subcontracting, or to perform the Contract without awarding the amount of subcontracts for under \$1 million represented by the Target Subcontracting Percentage. In making such determination, the Corporation may consider whether the proposed M/WBE Utilization Plan is consistent with past subcontracting practices of the respondent and whether the respondent has made good faith efforts to identify portions of the Contract that it intends to subcontract. All waiver requests must be in writing and submitted to the following e-mail address: **mwbe@nycedc.com**.

4.7 **Joint Ventures.** Respondents are encouraged to enter into joint ventures with MBEs and WBEs.

4.8 **Violations by Respondents to RFPs.** If the Corporation determines that a respondent has violated the requirements of the Corporation's M/WBE Program, then the Corporation may disqualify the respondent from competing for the Contract and may remove the respondent from the list of qualified consultants maintained by the Corporation.

4.9 **Statements.** Statements made in any instrument submitted to the Corporation in connection with the Corporation's M/WBE Program or the M/WBE requirements applicable to

this RFP or the Contract shall be submitted under penalty of perjury, and any false or misleading statement or omission shall be grounds for the application of any applicable criminal and/or civil penalties for perjury.

4.10 **Other M/WBE Requirements.** Article 9 of the General Terms and Conditions (Part II) of the Contract Draft contains additional provisions related to the Corporation's M/WBE Program regarding, without limitation, reporting, change orders, modifications to M/WBE Utilization Plans, compliance audits, enforcement and evaluations. **Please be sure that you review and understand all of the requirements of the Corporation's M/WBE Program applicable to this RFP and the Contract prior to submitting your proposal.**

5. DOING BUSINESS DATA FORM REQUIREMENTS. Pursuant to the City's Local Law No. 34, amending the City's Campaign Finance Law, the City is required to establish a computerized database containing the names of any "person" that has "business dealings with the city", as such terms are defined in LL 34. In order for the City to obtain information necessary to establish the required database, each respondent must complete a Doing Business Data Form in the form available at the Website and described in Exhibit 4 and return it **in a separate envelope** with the respondent's proposal. The submission of a Doing Business Data Form that is not accurate and complete may result in appropriate sanctions. Respondents are encouraged to consult legal counsel with respect to the impact of LL 34. Respondents may also wish to review the document "Q&A: The *Doing Business Data Form* and the *Doing Business Database*" available at the Website and described in for further information. Note that responding to this RFP constitutes "doing business with the city" under LL 34.

6. CONTRACT CONDITIONS

6.1 **In General.** The acceptance of any proposal shall be subject to, and contingent upon, the execution by NYCEDC of a Contract substantially in the form of the Contract Draft annexed hereto. NYCEDC shall not be bound to the terms of the Contract Draft but shall use such form as a basis of negotiating a final Contract with the selected Consultant, if any. **However, please note that, in general, the General Terms and Conditions (Part II) and the Appendices (Part III), other than Appendix B and Appendix C, are NOT negotiable.**

6.2 **Specific Terms.** The Contract shall contain, among other terms, certain provisions required by law, by policies of the City, and the City Contract including, without limitation, the following:

6.2.1 Executive Order 50 Supply and Service Rider - attached as Appendix F in Part III of the Contract. This rider contains equal opportunity requirements mandated under Executive Order No. 50 (1980).

6.2.2 Provisions providing that the Consultant:

6.2.2.1 is an independent contractor and that neither it nor any of its employees is or shall be an agent, servant or employee of the City or NYCEDC;

6.2.2.2 shall defend, indemnify and hold harmless the City and NYCEDC against any claims or damages relating to its acts and omissions;

6.2.2.3 shall maintain financial and other records relating to the Contract, including, without limitation, payroll records, for a period of six (6) years from the end of the Contract Term, and shall make such records available for inspection and audit;

6.2.2.4 has no conflicts of interest with, or outstanding financial obligations owing to, the City;

6.2.2.5 maintains insurance as specified in Article 6 of the General Terms and Conditions (Part II) of the Contract and Appendix E of Part III of the Contract with insurers licensed or authorized to provide insurance and in good standing in the State of New York, such policies to be in a form acceptable to, and include any conditions reasonably required by NYCEDC, and naming NYCEDC and the City as additional insureds;

6.2.2.6 is licensed to conduct business in the State of New York;

6.2.2.7 shall comply with the City's requirements regarding vendor background investigations, which include a review by the City's Department of Investigation of the City's past experience with the Consultant;

6.2.2.8 shall complete and submit the Business Entity Questionnaire and a Principal Questionnaire for each principal of the Consultant (collectively, the "Vendex Clearance Forms");

6.2.2.9 shall complete and submit the Doing Business Data Forms;

6.2.2.10 shall represent and warrant that neither it nor any of its directors, officers, members, or employees has any interest, nor shall they acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the Services as set forth in the Contract. The Consultant must further agree that it shall employ no person having such a conflict of interest in the performance of the Services;

6.2.2.11 shall agree to New York County as the venue in any legal action or proceeding between the Consultant and NYCEDC;

6.2.2.12 acknowledges that the Contract shall be assignable to the City; and

6.2.2.13 comply with the City's prohibition of certain business practices with respect to Northern Ireland.

Respondents are directed to the Contract Draft (Exhibit 1 to this RFP) for the exact language of the provisions referred to in the foregoing paragraphs.

7. GENERAL CONDITIONS, TERMS, LIMITATIONS AND REQUIREMENTS

7.1 Proposal as Offer to Contract. Unless a specific exception is noted, submission of a proposal in response to this RFP shall constitute an offer on the part of the successful respondent to execute the Contract substantially in the form annexed hereto as Exhibit 1. Any supporting documents or other items attached as exhibits to this RFP shall be incorporated into the Contract. The successful respondent shall cooperate in supplying any information as may be required with respect to the Vendex Clearance Forms, and any other government review and approval forms. Respondent's proposal shall remain open for acceptance by NYCEDC and shall remain firm and binding upon the respondent for at least 60 days after the date on which the proposals are received by NYCEDC, except that NYCEDC may by written notice to the respondent extend that date for an additional 45 days.

7.2 News Releases. Recipients of this RFP shall make no news or press release pertaining to this RFP or anything contained or referenced herein without prior written approval from NYCEDC. All news and press releases pertaining to this RFP must be made in coordination with NYCEDC.

7.3 Investigations/Derogatory Information. The respondent, the members of its Consultant Team, and all officers, principals, principal shareholders, partners and members thereof, if applicable, must complete a background questionnaire and shall be subject to investigation by NYCEDC and the City's Department of Investigation. The selection of a respondent may be rejected or revoked, or the Contract, if awarded, terminated for cause, in NYCEDC's sole discretion, in the event any materially derogatory information is revealed by such investigation or otherwise including, without limitation, that any such persons or any other persons substantially involved in the respondent's activities has committed any of the acts or omissions specified as the grounds for debarment in the City's *Procurement Policy Board Rules*.

7.4 Freedom of Information Law. All proposals submitted to NYCEDC in response to this RFP may be disclosed in accordance with the standards specified in the Freedom of Information Law, Article 6 of the Public Officers Law of the State of New York ("FOIL"). A respondent may provide in writing, at the time of its submission, a detailed description of the specific information contained in its submission which it has determined is a trade secret and which, if disclosed, would substantially harm such entity's competitive position. This characterization shall not be determinative, but will be considered by NYCEDC when evaluating the applicability of any exemptions in response to a FOIL request.

7.5 Costs. NYCEDC shall not be liable for any cost incurred by the respondent in the preparation of its proposal or for any work or services performed by the respondent prior to the execution and delivery of the Contract. NYCEDC is not obligated to pay any costs, expenses, damages or losses incurred by any respondent at any time unless NYCEDC has expressly agreed to do so in writing.

7.6 NYCEDC Rights. This is a "Request for Proposals" and **not** a "Request for Bids".

NYCEDC shall be the sole judge of whether a proposal conforms to the requirements of this RFP and of the merits and acceptability of the individual proposals. Notwithstanding anything to the contrary contained herein, NYCEDC reserves the right to take any of the following actions in connection with this RFP: amend, modify or withdraw this RFP; waive any requirements of this RFP; require supplemental statements and information from any respondents to this RFP; award a contract to as many or as few or none of the respondents as NYCEDC may select; to award a contract to entities who have not responded to this RFP; accept or reject any or all proposals received in response to this RFP; extend the deadline for submission of proposals; negotiate or hold discussions with one or more of the respondents; permit the correction of deficient proposals that do not completely conform with this RFP; waive any conditions or modify any provisions of this RFP with respect to one or more respondents; reject any or all proposals and cancel this RFP, in whole or in part, for any reason or no reason, in NYCEDC's sole discretion. NYCEDC may exercise any such rights at any time, without notice to any respondent or other parties and without liability to any respondent or other parties for their costs, expenses or other obligations incurred in the preparation of a proposal or otherwise. All proposals become the property of NYCEDC.

7.7 Applicable Law. This RFP and any Contract, Subcontract or any other agreement resulting herefrom are subject to all applicable laws, rules, regulations and executive orders, policies, procedures and ordinances of all Federal, State and City authorities, as the same may be amended from time to time, including without limitation, equal employment opportunity laws.

7.8 Modifications and Questions.

7.8.1 NYCEDC will advise RFP respondents of any modifications to this RFP by posting them on the Website. (See Part I, Section 2.2.4.4.) Nothing stated at any time by any representative of NYCEDC or of any other entity shall effect a change in, or constitute a modification to this RFP unless posted on the Website or confirmed in writing by NYCEDC.

7.8.2 Respondents may submit questions and/or request clarifications from NYCEDC by submitting them ***in writing*** to the Recipient at the Recipient's Mailing Address or E-Mail Address listed in the RFP Summary (Part I, Section 2.2.6). All questions and requests for clarifications must be submitted no later than the Question/Clarification Deadline listed in the RFP Summary (Part I, Section 2.2.4.1). Any questions or requests for clarifications received after this date will not be answered. All questions received through the Question/Clarification Deadline will be answered no later than the Question Response Date listed in the RFP Summary (Part I, Section 2.2.4.3), and NYCEDC shall post such answers on the Website, so as to be available to all respondents, if NYCEDC determines that such answers provide material clarification to the RFP.

7.8.3 Respondents are reminded to check the Website periodically to view updated information and answers to questions posed by other respondents.

7.8.4 While NYCEDC may send Notices, Addenda or other information related to this RFP to respondents via e-mail alerts or otherwise in writing, such e-mail alerts and other written materials shall be considered courtesy copies only. In the event any conflict exists between any information set forth on the Website and any Notice, Addendum or other information provided to a respondent by NYCEDC in writing via e-mail or otherwise, the

information set forth on the Website will govern and be definitive. NYCEDC is not obligated to provide the respondent with any Notices, Addendum or other information that appears on the Website in writing, and the fact that NYCEDC may have sent one or more e-mails, Notices, Addenda or other written information to a respondent shall not be deemed to imply that NYCEDC has any duty or obligation to continue to do so.

7.9 **City Not a Party.** The City is not a party to this RFP, has made no representation to any prospective respondent and shall have no liability whatsoever in connection with this RFP.

7.10 **Brokerage Fees or Commissions.** The City and NYCEDC shall not be obligated to pay any fee, cost or expense for brokerage commissions or finder's fees with respect to the execution of the Contract. The respondent agrees to pay the commission or other compensation due to any broker or finder in connection with the Contract, and to indemnify and hold harmless the City and NYCEDC from any obligation, liability, cost and/or expense incurred by the City or NYCEDC as a result of any claim for commission or compensation brought by any broker or finder in connection with the Contract.

7.11 **Additional Work.** During the Contract, NYCEDC, in its sole discretion, may choose to work with the selected Consultant and/or hire its services for projects other than or that exceed the Scope of Services described herein. NYCEDC's decision to do so may be based on the firm's relevant experience and its successful performance under the Contract.

7.12 **Proposals From Principals.** Only proposals from principals will be considered responsive. Individuals in representative, agency or consultant status may submit proposals only at the direction of certified principals, where the principals are solely responsible for paying for such services.

7.13 **Disclaimer.** NYCEDC and the City, and their respective officers, directors, agents, members and employees make no representation or warranty and assume no responsibility for the accuracy of the information set forth in this RFP. Further, NYCEDC and the City do not warrant or make any representations as to the quality, content, accuracy or completeness of the information, text, graphics, links or any other facet of this RFP once it has been downloaded or printed from this or any server, and hereby disclaim any liability for any technical errors or difficulties of any nature that may arise in connection with the Website on which this RFP is posted, or in connection with any other electronic medium utilized by respondents or potential respondents in connection with or otherwise related to the RFP.

**NEW YORK CITY ECONOMIC DEVELOPMENT CORPORATION
NYC BROWNFIELD FINANCIAL INCENTIVE PROGRAM
REQUEST FOR PROPOSALS
FOR THE PROVISION OF PROGRAM MANAGEMENT,
GRANT ADMINISTRATION AND RELATED CONSULTING SERVICES
NYCEDC CONTRACT NO. 36920001
PROJECT CODE NO. 3692**

**PART III
SPECIFIC REQUIREMENTS**

**NEW YORK CITY ECONOMIC DEVELOPMENT CORPORATION
NYC BROWNFIELD FINANCIAL INCENTIVE PROGRAM
REQUEST FOR PROPOSALS
FOR THE PROVISION OF PROGRAM MANAGEMENT,
GRANT ADMINISTRATION AND RELATED CONSULTING SERVICES
NYCEDC CONTRACT NO. 36920001
PROJECT CODE NO. 3692**

**PART III
SPECIFIC REQUIREMENTS**

1. STRUCTURE AND CONTENT.

In order to be considered responsive, your proposal must be organized and include all of the items as listed below. The proposal must be submitted in **four (4) sealed envelopes**. The contents of the envelopes must be as follows:

1.1 **Envelope # 1 [Required for All Proposals]**. In one sealed envelope, labeled as required by Part I, Section 2.2.6.1.1 place the following:

1.1.1 A statement of your approach to the Services that clearly demonstrates your understanding of the Scope of Services and your ability to manage and complete multiple projects in a timely and cost-efficient manner. The proposal must include a detailed statement of your approach and ability to provide the required Services and Work Product including, but not limited to a schedule for completing all aspects of the Services. It is imperative that the proposal includes a list and detailed explanation of the extent of all work or services to be performed by Subcontractors.

1.1.2 Proposals should demonstrate clearly that the respondent is capable of and experienced in providing all of the Services necessary for the complete performance of the Contract.

1.1.3 The proposal should contain a description of the respondent's organization, including a history of the firm, a description of all subsidiaries and affiliates, an organization chart indicating the level of responsibility of all personnel who are expected to provide Services, and the name and location(s) of business of the respondent. This should be accompanied by, to the extent known, the names and resumes of all individuals and entities that will be performing the Services under the Contract including, without limitation, all personnel, Subcontractors and other entities or individuals performing and/or supervising the Services, and the respondent's proposed staffing schedule. Please include the addresses, phone and fax numbers, e-mail addresses, designated roles, and relevant experience and expertise for the same.

1.1.4 The respondent shall make the following statements and representations as part of its proposal:

1.1.4.1 That the respondent has examined all parts of this RFP, including the Contract Draft and the Scope of Services, and all terms and conditions hereof.

1.1.4.2 That the respondent agrees to obtain all necessary approvals, permits and/or licenses required by law or regulation for the performance of the Services.

1.1.5 The respondent should provide a description of services it has previously provided to governmental and quasi-governmental organizations with similar requirements to those contained herein. Written statements of reference or the names, addresses and telephone numbers of administrators or contract officers, who can explain the respondent's involvement and the scope of services, should be included. Information concerning personnel assignment and contract duration should be described.

1.1.6 If the Scope of Services (Appendix B, Part III of the Contract) permits payment of Allowable Additional Costs, the respondent should provide a list of anticipated Allowable Additional Cost items, excluding costs for these items..

1.1.7 **Do not include in this portion of your proposal any costs or fees associated with the above items.** Costs and fees should be included in a separate envelope. (See Part III, Section 1.3 below.)

1.1.8 **Do not include in this portion of your proposal your Doing Business Data Form.** This form should be included in a separate envelope. (See Part III, Section 1.2 below.)

1.2 **Envelope #2 [Required for All Proposals]**. In a second sealed envelope labeled as required by Part I, Section 2.2.6.1.2 place a complete and accurate Doing Business Data Form in the form described in Exhibit 4 to this RFP.

1.3 **Envelope #3 [Required for All Proposals]**. In a third sealed envelope labeled as required by Part I, Section 2.2.6.1.3 place complete fee and cost schedules for all Services. All fee and cost schedules should be submitted in the forms attached hereto as Exhibit 2 to this RFP. NYCEDC may not consider fee and cost schedules that do not follow the prescribed formats.

1.4 **Envelope #4 [Proposals Subject to M/WBE Program Percentages Only]**. If Part I, Section 2.2.7 sets forth M/WBE Program Percentages, in a fourth separate sealed envelope labeled as required by Part I, Section 2.2.6.1.4 place a completed and signed M/WBE Utilization Plan in the form attached hereto as Exhibit 3.

1.5 **Non-compliant Proposals**. In furtherance of and without limiting NYCEDC's rights as set forth in Part II, Section 7.6 of this RFP, non-compliant proposals may, in NYCEDC's sole discretion, be considered "not responsive" and may be rejected by NYCEDC including, without limitation, proposals that are:

1.5.1 not enclosed in separate sealed envelopes as aforesaid;

1.5.2 not properly labeled;

1.5.3 received by a person other than the designated Recipient; and/or

1.5.4 missing any information, certifications, supplemental forms or other documentation required by this RFP or by applicable law.

1.6 **Cover Letter**. You should include a cover letter summarizing key points of your proposal.

2. PRE-PROPOSAL INFORMATION MEETING. If Part I, Section 2.2.5 indicates that a pre-proposal information meeting will be held, you should attend the meeting in order to receive any additional information that may be distributed at the meeting. You will also be able to obtain answers to any questions you may have about the Services at the meeting. **If Part I, Section 2.2.5.6 indicates that attendance at the pre-proposal information meeting is mandatory and you do not attend the meeting, your proposal will not be accepted.** Please confirm your attendance with the Confirmation Contact Person identified in Part I, Section 2.2.5 indicating who from your office will attend. Except as may otherwise be permitted by Part I, Section 2.2.4.2, no other contact with NYCEDC or the City regarding issues raised by this RFP is permitted.

3. INTERVIEWS. Interviews may be held with any or all of the respondents after the receipt of proposals. Interviews with NYCEDC will be scheduled after its initial review of proposals.

4. SELECTION. NYCEDC will review each respondent's proposal in its totality. The selected respondent, if any, will be a respondent whose proposal is most advantageous to NYCEDC's goals. See Part I, Section 2.2.8 for an explanation of the criteria on which NYCEDC will base a selection.

5. SUBMISSION.

5.1 You must submit the number of sets of your proposal indicated in Part I, Section 2.2.6.2.

5.2 All proposals must be **delivered by hand or by express mail or other nationally known overnight courier**. Proposals received via facsimile or e-mail transmittal, or by regular mail will not be accepted.

5.3 **Proposals are due and must be received by the Recipient at the location designated in Part I, Section 2.2.6.6 no later than the Submission Deadline.** Please be sure to leave adequate time to get through building security. Proposals received after the indicated date and hour and/or at a different location may not be considered.

5.4 NYCEDC reserves the right, in its discretion, from time to time, to postpone the date for submission and opening of proposals. **Respondents are again reminded to check the Website periodically for updated information, which may include a notice of postponement.** Any proposal submitted prior to such notice may be withdrawn without prejudice.

5.5 Please note that you must respond to this RFP in order to be eligible to be considered for the award of the Contract for the Services pursuant to this RFP.

5.6 A PROPOSAL SUBMISSION REQUIREMENTS CHECKLIST IS ANNEXED TO THIS PART III OF THE RFP FOR YOUR USE IN GATHERING THE INFORMATION AND DATA REQUIRED FOR THIS RFP.

5.7 For more information, please contact the Recipient **in writing** at the Recipient's Mailing Address or at Recipient's E-mail address, all as identified in Part I, Section 2.2.6.

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REQUEST FOR PROPOSALS
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GRANT ADMINISTRATION AND RELATED CONSULTING SERVICES
NYCEDC CONTRACT NO. 36920001
PROJECT CODE NO. 3692**

PROPOSAL SUBMISSION REQUIREMENT CHECKLIST

**THE RESPONDENT MAY WISH TO UTILIZE THIS CHECKLIST TO VERIFY THAT
ITS PROPOSAL IS COMPLETE PRIOR TO SUBMITTING IT TO NYCEDC**

<u>Type of Proposals</u>	<u>Number</u>
☐ Hard Copies:	Ten (10) -- One (1) Original; Nine (9) Copies
<u>Proposal Must Include</u>	<u>Contents</u>
☐ ENVELOPE NO. 1: Reminder: <i>Do not place any of the contents required for Envelope No. 2, Envelope No. 3 or Envelope No. 4 in Envelope No. 1</i>	Label: “ <i>Proposal for Program Management/Grant Administration and Related Consulting Services for NYC Brownfield Financial Incentive Program</i> ”
☐ Cover Letter:	☐ Summary of Key Points of Proposal
☐ Respondent’s Proposal Certification Form:	☐ See Exhibit 2.1 – Complete and submit the attached form
☐ Statement.	☐ Approach to the Services ☐ Understanding of the Scope of Services ☐ Ability to manage and complete multiple projects in a timely and cost-efficient manner ☐ Approach and ability to provide the required Services and Work Product ☐ Schedule for completing all aspects of the Services ☐ List and detailed explanation of the extent of all work or services to be performed by

	Subcontractors ☐ Capability and experience in providing all of the Services necessary for the complete performance of the Contract ☐ Description of the respondent's organization ☐ History of the firm, ☐ Description of all subsidiaries and affiliates ☐ Organization chart indicating the level of responsibility of all personnel who are expected to provide Services ☐ Name and location(s) of business of the respondent ☐ Description of services it has previously provided to governmental and quasi-governmental organizations with similar requirements to those contained herein ☐ Written statements of reference or the names, addresses and telephone numbers of administrators or contract officers, who can explain the respondent's involvement and the scope of services ☐ Information concerning personnel assignment and contract duration should be described

☐ ENVELOPE NO. 2: Reminder: <i>Do not place any of the contents required for Envelope No. 1, Envelope No. 3 or Envelope No. 4 in Envelope No. 2</i>	Label: <i>“Doing Business Data Form for Program Management/Grant Administration and Related Consulting Services for NYC Brownfield Financial Incentive Program”</i>
☐ Doing Business Data Form:	See Exhibit 4 – Download, complete and submit form
☐ ENVELOPE NO. 3: Reminder: <i>Do not place any of the contents required for Envelope No. 1, Envelope No. 2 or Envelope No. 4 in Envelope No. 3</i>	Label: <i>“Price Proposal for Program Management/Grant Administration and Related Consulting Services for NYC Brownfield Financial Incentive Program”</i>
☐ All Fee and Cost Schedules:	See Exhibit 2 – Complete and submit forms
☐ ENVELOPE NO. 4: Reminder: <i>Do not place any of the contents required for Envelope No. 1, Envelope No. 2 or Envelope No. 3 in Envelope No. 4</i>	Label: <i>“M/WBE Utilization Plan for RFP for Program Management/Grant Administration and Related Consulting Services for NYC Brownfield Financial Incentive Program”</i>
☐ M/WBE Utilization Plan Form:	See Exhibit 3 – Complete and submit form

**REITERATION OF PROPOSAL EVALUATION AND CONTRACT AWARD
PROCEDURES**

<u>Evaluation Procedures</u> <i>(Subject to NYCEDC's rights and remedies as set forth in the RFP)</i>
1. Proposals reviewed for responsiveness
2. Non-responsive proposals disqualified
3. Evaluation Committee reviews and rates proposals based on Evaluation Criteria
4. Discussions/Interviews may be conducted with respondents with acceptable proposals
5. Additional submissions from respondents interviewed may be required
6. Evaluation Committee reviews and rates respondents interviewed to determine the most qualified responsible and responsive candidate based on ratings/Evaluation Criteria
7. Evaluation Committee recommends selection of a respondent based on such ratings
8. NYCEDC attempts to negotiate a contract with such respondent at a price deemed to be fair and reasonable to NYCEDC
9. If such a contract at such a price can be reached, NYCEDC enters into a contract with the selected respondent
10. In the event such a contract at such a price cannot be reached, NYCEDC enters attempts to negotiate a contract with the next most qualified candidate on the list, until a contract at such a price can be negotiated and executed

<u>Evaluation Criteria (in descending order of importance)</u>	
1.	The quality of the proposal and the degree to which it demonstrates the respondent's full understanding of and the ability to perform the Services to be rendered
2.	The respondent's demonstration of experience with respect to and expertise in all of the specific Services contemplated under this RFP including, without limitation, the qualifications enumerated in Part I, Section 2.2.2
3.	The quality of the respondent's management, reputation, and references and, as applicable, the quality of the proposed Consultant Team
4.	Favorable history, if any, in contracting or doing business with the City and/or NYCEDC
5.	The proposed Staff and Fee Schedules

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PROJECT CODE NO. 3692**

**EXHIBIT 1
TO
REQUEST FOR PROPOSALS**

CONTRACT DRAFT

**NEW YORK CITY ECONOMIC DEVELOPMENT CORPORATION
NYC BROWNFIELD FINANCIAL INCENTIVE PROGRAM PROJECT
CONSULTANT CONTRACT
FOR PROGRAM MANAGEMENT, GRANT ADMINISTRATION AND RELATED
CONSULTING SERVICES
NYCEDC CONTRACT NO. 36920001
PROJECT CODE NO. 3692-0**

CONSULTANT CONTRACT

**NEW YORK CITY ECONOMIC DEVELOPMENT CORPORATION
NYC BROWNFIELD FINANCIAL INCENTIVE PROGRAM PROJECT
CONSULTANT CONTRACT
FOR PROGRAM MANAGEMENT, GRANT ADMINISTRATION AND RELATED
CONSULTING SERVICES
NYCEDC CONTRACT NO. 36920001
PROJECT CODE NO. 3692-0**

PART I SPECIFIC TERMS AND CONDITIONS

PART II GENERAL TERMS AND CONDITIONS

PART III APPENDICES

**NEW YORK CITY ECONOMIC DEVELOPMENT CORPORATION
NYC BROWNFIELD FINANCIAL INCENTIVE PROGRAM PROJECT
CONSULTANT CONTRACT
FOR PROGRAM MANAGEMENT, GRANT ADMINISTRATION AND RELATED
CONSULTING SERVICES
NYCEDC CONTRACT NO. 36920001
PROJECT CODE NO. 3692-0**

**PART I
SPECIFIC TERMS AND CONDITIONS**

New York City Economic Development Corporation (the “Corporation” or “NYCEDC”) and the Consultant identified below, in consideration of the mutual covenants contained in this Contract (as defined below) and other valuable and good consideration, do hereby agree to all of the terms and conditions set forth in (i) these Specific Terms and Conditions (Part I) set forth immediately below, (ii) the General Terms and Conditions (Part II) annexed hereto and made a part hereof and (iii) the Appendices (Part III) annexed hereto and made a part hereof. Capitalized terms shall have the meaning set forth in Appendix A (Definitions) unless otherwise defined in this Contract or the context otherwise requires.

1. The Contract

- 1.1 **Contract:** These Specific Terms and Conditions (Part I), the General Terms and Conditions (Part II) and the Appendices (Part III)
- 1.2 **NYCEDC Contract No:** 36920001
- 1.3 **Contract Date:** The date of the Contract is as of January 1, 2010
- 1.4 **Commencement Date:** January 1, 2010
- 1.5 **Term:** One year, subject to the Corporation’s Option to extend the Contract Term for an additional one-year term, as described in greater detail in Section 5.1 below
- 1.6 **Maximum Contract Price:** \$
- 1.7 **Project Name:** NYC Brownfield Financial Incentive Program
- 1.8 **Project Site:** City-wide
- 1.9 **Allowable Additional Costs:** NONE; See Section I.B of the Scope of Services (Appendix B)
- 1.10 **Retainage:** NONE
- 1.11 **Retainage Payment Date:** NONE
- 1.12 **M/WBE Program Percentages:**
 - 1.12.1 **Target Subcontracting Percentage:** 10 %
 - 1.12.2 **Participation Goal:** 22%

2. Parties

- 2.1 **The Corporation:** New York City Economic Development Corporation, a not-for-profit corporation, organized under the laws of the State of New York
- 2.2 **Director:** Jessica Pavone

2.3 **The Consultant:** , a , having an office at:

,

FEDERAL TAX ID#

2.4 **Principal:**

2.5 **Person in Charge:**

3. **Notice Parties and Addresses**

3.1 **Notices to the Corporation:**

New York City Economic Development Corporation
110 William Street
New York, NY 10038
Attn: General Counsel

with a copy to:

New York City Economic Development Corporation
110 William Street
New York, NY 10038
Attn: Jessica Pavone

-and-

New York Mayor's Office of Environmental Remediation
253 Broadway, 14th Floor
New York, NY 10007
Attn: Budget & Contracts Manager

3.2 **Notices to the Consultant:**

,
Attn:

4. **Funding Sources** City Tax Levy Funds

5. **Special Provisions** The provisions set forth below are hereby added to and made part of, or deleted from this Contract, as indicated. In the event any conflict exists between any of the General Terms and Conditions (Part II) of this Contract and these special provisions, these special provisions shall govern.

5.1 **Contract Term:** The Contract Term shall be one (1) year from the Commencement Date, subject to termination on any earlier date pursuant to Article 3 or any applicable extension period(s) ("Extension Period(s)") pursuant to Section 5.1.1 and Section 5.1.2 below.

5.1.1 Subject to the provisions of this Section 5.1, the Corporation shall have an option (the "First Option") to renew this Contract and extend the initial one (1) year Term from the date upon which it would otherwise expire for a period of one (1) year (the "First Extension Period"), which option may only be exercised in the manner hereinafter set forth. Provided that this Contract shall then be in full force and effect and there shall not then exist any uncured default hereunder, the Corporation, in its sole discretion, may exercise the First Option to extend the initial Term for the First Extension Period, subject as aforesaid, by giving written Notice to the Contractor of its election to so extend at least thirty (30) days prior to the expiration of the initial Term. In the event that the First Option is exercised, the Term shall automatically be extended for the First Extension Period without the necessity for execution of any amendment, extension or renewal contract. The First Extension Period shall be upon all of the same terms, covenants and conditions as shall be in effect hereunder immediately prior to the commencement of the First Extension Period, except that there shall be one further option to extend or renew the Term following the First Extension Period.

5.1.2 Subject to the provisions of this Section 5.3, the Corporation shall have an option (the "Second Option") to renew this Contract and extend the Term beyond the First Extension Period for a period of one (1) year (the "Second Extension Period"), which option may only be exercised in the manner hereinafter set forth. Provided that this Contract shall be in full force and effect and there shall not then exist any uncured default hereunder, and provided further that the Corporation shall have exercised the First Option as provided hereunder, the Corporation, in its sole discretion, may exercise the Second Option to extend the Term from the date upon which it would otherwise expire for the Second Extension Period, subject as aforesaid, by giving written Notice to the Contractor of its election to so extend not later than thirty (30) days prior to the expiration of the First Extension Period. In the event that the Second Option is exercised, the Term shall automatically be extended for the Second Extension Period without the necessity for execution of any amendment, extension or renewal contract. The Second Extension Period shall be upon all of the same terms, covenants and conditions as shall be in effect hereunder immediately prior to the commencement of the Second Extension Period, except that there shall be no further option to extend or renew the Term.

5.2 **Grant Account:**

5.2.1 With respect to any and all Grant Funds to be issued to Grantees' Qualified Vendors by the Consultant in connection with the Program, subject to the terms and conditions hereinafter set forth, such funds only shall be paid to the Consultant by

way of deposits into the Grant Account, unless NYCEDC determines otherwise and notifies the Consultant accordingly.

5.2.2 The Consultant shall, at the direction of the Corporation, establish and maintain a separate interest-bearing Grant Account in the name of the Consultant at a financial institution selected by the Corporation, for the purpose of the Corporation's depositing therein funds in an amount equal to the sum of Grant Funds reasonably anticipated to be disbursed by the Consultant to the Grantees' Qualified Vendors identified in a list of approved Grant Requisitions to be set forth in a Requisition submitted to the Corporation in accordance with the provisions of Part III, Appendix C. A separate sub-account or entry shall be made for each Grantee and each of its Qualified Vendors, as the Corporation may direct.

5.2.3 The Consultant shall have the right to withdraw funds from the Grant Account for payment strictly in accordance with the approved Grant Agreement and only as authorized by the Corporation, in its sole discretion. Any funds in the Grant Account shall (i) at all times be and remain the property of the Corporation; (ii) be shown, in the records maintained by the Consultant, to be the property of the Corporation; (iii) be segregated from funds of the Consultant; and (iv) only be withdrawn subject to, and in accordance with, the terms of this Contract. The Consultant shall account for all withdrawals of funds from the Grant Account and subsequent disbursements of such funds by such appropriate records and accounting procedures as the Corporation in its sole discretion finds acceptable.

5.2.4 Withdrawals from and disbursements of funds from the Grant Account shall require the signatures of two (2) individuals approved in advance and in writing by the Corporation and may include, without limitation, the following: (1) an authorized officer of the Consultant, and (2) the OER Director.

5.2.5 No later than ten (10) days after the end of the first calendar month during which any funds are deposited into the Grant Account, and no later than ten (10) days after the end of every calendar month thereafter during the term of this Contract or as often as otherwise may be required by the Corporation, the Consultant shall deliver to the Corporation a Monthly Accounting of all activity in respect of the Grant Account. Together with each Monthly Accounting, the Consultant shall deliver to the Corporation a monthly statement of receipts and disbursements. The monthly statements of receipts and disbursements shall provide a detailed general ledger for disbursements from the Grant Account and shall list the name of each payee, check number, invoice number, date, amount of payment, and purpose of payment. The Monthly Accounting shall also contain a report of unpaid bills as approved and processed but not yet paid. Upon request, the Consultant shall provide to the Corporation copies of any receipts or other documents or instruments referenced in the monthly statements.

5.2.6 If at any time the balance in the Grant Account is insufficient to pay any authorized Grant Funds then due to be paid to a Grantee's Qualified Vendor pursuant to an approved Requisition, the Consultant shall immediately Notify the Corporation, in writing, and include in such Notice details of such outstanding Grant amount and the

specific reasons for the shortfall. In any such case, the Corporation will determine, as promptly and practicably possible after the receipt of such Notice together with any additional details as the Corporation might reasonably require under the circumstances, the propriety of the Consultant's request and, upon its satisfaction and determination that the request is justified and warranted, deposit to the Grant Account, as appropriate, an amount equal to any Grant Funds which may be due and owing as set forth in such Notice. In no event shall the Consultant be entitled to apply any funds from, nor the Corporation obligated to deposit any funds to, the Grant Account to cover any costs and expenses that are not required to pay a specific portion of an approved Requisition to a Grantee's Qualified Vendors. Any penalties, interest or other costs resulting from the Consultant's failure to make timely payment of any Grant Funds shall be borne solely by the Consultant.

5.3 **Fidelity Bond:** Consultant and any of the Consultant's Representatives who also have access to or are responsible for or otherwise handle monies standing to the credit of the Grant Account shall be covered by a fidelity bond, an employee dishonesty policy or such other insurance coverage with such company or companies in such form, substance and amounts as may be acceptable to the Corporation.

This Contract may be executed in counterparts, all of which counterparts, when taken together, shall be deemed a fully executed instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be duly executed as of the Contract Date hereinabove written.

**NEW YORK CITY ECONOMIC
DEVELOPMENT CORPORATION**

By: _____

Name: _____

Title: _____

[INSERT NAME OF CONSULTANT]

By: _____

Name: _____

Title: _____

**NEW YORK CITY ECONOMIC DEVELOPMENT CORPORATION
NYC BROWNFIELD FINANCIAL INCENTIVE PROGRAM PROJECT NAME
CONSULTANT CONTRACT
FOR PROGRAM MANAGEMENT, GRANT ADMINISTRATION AND RELATED
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**PART II
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**NEW YORK CITY ECONOMIC DEVELOPMENT CORPORATION
NYC BROWNFIELD FINANCIAL INCENTIVE PROGRAM PROJECT NAME
CONSULTANT CONTRACT
FOR PROGRAM MANAGEMENT, GRANT ADMINISTRATION AND RELATED
CONSULTING PROFESSIONAL SERVICES
NYCEDC CONTRACT NO. 36920001
PROJECT CODE NO. 3692-0**

**PART II
GENERAL TERMS AND CONDITIONS**

The Corporation and the Consultant agree as follows:

**ARTICLE 1
PERFORMANCE OF SERVICES**

1.1 Services. The Corporation hereby retains and engages the Consultant and the Consultant agrees to perform the Services as described in **Appendix B** (Scope of Services), attached hereto.

1.2 Time for Performance of Services/Term/Delays and Force Majeure.

1.2.1 The Consultant shall commence the Services upon or promptly after the Commencement Date and shall complete the Services and each phase of the Services within the time or times stated for Final Completion as set forth in **Appendix B**, and in accordance with any directive given and Progress Schedule approved by the Corporation, unless this Contract is earlier terminated pursuant to Article 3 hereof.

1.2.2 This Contract shall be for the Term as set forth in Part I, Section 1.5 unless sooner terminated pursuant to Article 3 hereof.

1.2.3 If the Consultant has been delayed and as a result will be unable to complete performance fully and satisfactorily within the time fixed therefor, the Consultant may be granted an extension of time fixed for performance equal to the period the Consultant was actually and necessarily delayed upon submission of evidence of the causes of the delay, subject to the written approval of the Director in his or her sole discretion. The decision of the Director as to the granting of the extension and its length shall be binding upon the Consultant.

1.2.4 Subject to the Corporation's determination and approval, the Corporation may extend the time or times for performance of the Services where such performance has been substantially obstructed, hindered or delayed by reason of acts of Force Majeure. The Consultant shall have no claim against the Corporation or the City for any loss or damage sustained by the Consultant nor for any extra compensation in the form of an increase in the Maximum Contract Price, or otherwise, through such delay, hindrance or obstruction.

1.3 Complete Work and Timing and Sequence/Meetings. It is the intent of the parties that the provisions of this Contract shall not be construed so as to limit the Services, but that the Services shall include all acts necessary to fully and finally complete the work described in **Appendix B** hereof. The Consultant shall schedule and perform the Services in a manner so as to permit their completion diligently and expeditiously. The Principal, the Person in Charge and such other Representatives of the Consultant as may be required under the circumstances shall be available to meet with the Director or her or his designee as often as necessary to effectively perform the Services, and as often as may be specified in **Appendix B**.

1.4 Authority of Director/Performance of Services.

1.4.1 The Services to be performed by the Consultant shall at all times be subject to the review, direction and control of the Director, whose decision shall be final and binding upon the Consultant. The Director shall have the right to determine the amount, quality, acceptability and fitness of the Services and her or his approval shall be a condition precedent to the right of the Consultant to receive any compensation under this Contract. The Director shall act reasonably in exercising her or his authority under this Contract. The Director and any other person or agent duly authorized to act for and on behalf of the Corporation shall not, by virtue of such authority or action, be liable in any manner to the Consultant.

1.4.2 The Consultant shall perform all of the Services in a prudent and professional manner and in accordance with standards and practices as are customary for such Services in the New York City Metropolitan Statistical Area.

1.5 Changes to the Services.

1.5.1 The Consultant shall not make any changes in the Services without prior authorization in writing from the Director. The Consultant shall revise or correct any Work Product submitted in accordance with this Contract until accepted by the Director and accepted by all agencies whose approval is required by law, without additional compensation or time extension. Any changes to the performance of the Services or the Work Product which are necessary due to improper performance of the Services, a defect of design, unworkability of details or other fault or error of the Consultant shall be made by the Consultant, also without additional compensation or time extension.

1.5.2 The Director shall have the right to alter the Services, provided however, that if the Consultant believes that any work or services that it has been directed to perform as a result of such alteration is beyond the Scope of Services and constitutes Extra Work, the Consultant shall so Notify the Director within three (3) days of such directive. The Director shall determine whether such altered Services are (i) within the Scope of Services; or (ii) Extra Work that is substantially within the general purview of the Scope of Services and constitutes an Allowable Additional Cost; or (iii) Extra Work requiring an amendment to the Scope of Services and the Contract. The Director's determination shall be final, binding and conclusive.

1.5.3 The Director reserves the right to reduce the Scope of Services under this Contract by Notice to the Consultant specifying the nature and extent of such reduction. The Consultant shall be compensated for all Services satisfactorily performed prior to the reduction

and for Services satisfactorily performed thereafter. If said reduction results in a credit for the Corporation, such credit shall be immediately due and owing to Corporation, and the Consultant shall either pay such credit to the Corporation or the Corporation may withhold the credit amount from any future payments by the Corporation to the Consultant, at the exclusive option of the Corporation.

1.6 Equipment.

1.6.1 The Consultant, at its own expense, shall secure all supplies, materials and equipment required to perform and complete the Services.

1.6.2 The Consultant, at its sole cost and expense, shall bear the risk of loss for any supplies, materials and equipment used to perform the Services whether such loss arises by reason of fire, theft, vandalism, negligence or any other cause whatsoever. Consultant, at its sole cost and expense, shall promptly replace or repair all such lost, stolen or damaged supplies, materials and equipment.

1.6.3 The Consultant, at its sole cost and expense, shall maintain all of its supplies, materials and equipment in good working and serviceable order so as to enable the Consultant to perform the Services in a first-class and professional manner.

1.6.4 The Consultant shall be solely responsible for the means and methods and the safety and protection of all its employees and shall assume all liability for injuries, including death, that may occur to such employees due to the act, omission, negligence, fault or default of the Consultant.

1.7 Services Subject to City Contract, Indemnification and Third Party Beneficiary. This Contract is a subcontract under the City Contract. The Consultant acknowledges that it has reviewed the City Contract and agrees to comply with the City Contract with respect to the Services and not to violate, or through its acts or failure to act cause the Corporation to violate, the City Contract. The Consultant agrees to defend, indemnify and hold harmless the Corporation from any claim, liability or judgment to which the Corporation may be subject because of any such action or failure to act. The City shall be a third party beneficiary of this Contract and shall have a direct cause of action against the Consultant in the event that any claim be made or any cause of action be brought against the Corporation or City or if the Consultant breaches this Contract.

1.8 Acts to be Performed by the Corporation. The Corporation shall perform the following acts in connection with this Contract:

1.8.1 The Corporation shall make available to the Consultant all relevant technical data (subject to the provisions of Part II, Section 5.3 herein) in regard to the Contract which is in the possession of the Corporation.

1.8.2 The Corporation shall designate a Project Manager to serve as a liaison between the Corporation and the Consultant.

ARTICLE 2

COMPENSATION

2.1 Payments.

2.1.1 Subject to, and in accordance with this Article 2, the Corporation shall pay to the Consultant, and the Consultant agrees to accept, in full consideration for the Services, and for all expenses of the Consultant in connection therewith, including Subcontractors' Costs and Allowable Additional Costs, an amount not to exceed the Maximum Contract Price, payable as provided for in this Section 2.1 and in Appendix C.

2.1.2 Requisitions shall be in a form reasonably acceptable to the Corporation and shall be supported by any appropriate or necessary documentation or other evidence relating to the amounts set forth in the Requisition, as the Corporation may reasonably require including, but not limited to invoices, receipts and vouchers from Subcontractors and suppliers, information related to M/WBEs required under Section 9.6 and, where applicable, the time sheets and/or certified payroll reports of the Consultant's staff and its Principal.

2.1.3 Each Requisition submitted to the Corporation by the Consultant shall constitute a representation that, except as specifically set forth in the Requisition, as of the date of the Requisition, all representations and warranties made by the Consultant in Article 7 are true, complete and accurate as if made as of the date of the submission of the Requisition.

2.1.4 The Director shall review the Requisitions and the Work Product. If, in her or his judgment, the Services have been satisfactorily performed in accordance with this Contract, the Director will approve the Requisition. All payments to the Consultant will be made in accordance with this Article 2.

2.1.5 Subject to Section 3.5, Final Payment will be due only upon Final Completion.

2.1.6 The Consultant, with the Director's prior approval, may exceed the Maximum Payment allocated to a particular Portion of the Services if the Consultant by Notice determines that the Maximum Payment initially allocated to the Portion is insufficient to adequately perform the Portion of the Services and if the Consultant demonstrates to the Director a savings with respect to another Portion of the Services which is at least equal to the amount of such excess. However, notwithstanding the above, in no event shall the Corporation pay the Consultant more than the Maximum Contract Price.

2.1.7 All Requisitions must be submitted to the Corporation's Accounts Payable Department.

2.2 Miscellaneous Payment Provisions.

2.2.1 In addition to its rights under Section 9.10, if the Corporation shall have reasonable grounds for believing that:

(i) the Consultant will be unable to perform the Services or any Portion thereof fully and satisfactorily in accordance with any Progress Schedule, or

(ii) a meritorious claim exists or will exist against the Corporation, the Consultant or the City arising out of the act, omission or negligence of the Consultant or the Consultant's breach of any provision of this Contract,

then the Corporation may withhold payment of any amount otherwise due and payable to the Consultant hereunder. Any amount so withheld may be retained by the Corporation for such period as it may deem advisable to protect the Corporation and the City against any loss and may, after Notice to the Consultant, be applied in satisfaction of any claim herein described.

2.2.2 The Corporation shall not be deemed to have released the Consultant from any claim or liability, or to have waived any cause of action arising from any breach of this Contract by virtue of making payments to the Consultant.

2.2.3 Upon acceptance by the Consultant of the Final Payment to be paid pursuant to this Contract, the Consultant agrees that it shall be deemed to have fully released the Corporation and the City from any and all claims, demands and causes of action whatsoever which the Consultant has or may have against the Corporation or the City in connection with this Contract and, upon the request of the Corporation, shall execute a release to such effect.

2.2.4 All payments to the Consultant under this Contract shall be subject to all applicable Legal Requirements.

2.3 Electronic Funds Transfers. All payments due under this Contract in excess of \$100,000 shall be made by Electronic Funds Transfer. Upon execution of this Contract, and in no event later than its submission of its first Requisition, the Consultant shall complete and submit to the Corporation the "EFT Vendor Payment Enrollment Form" annexed to Appendix C. The Consultant shall update such information to the extent necessary for EFT payments to be made. The Corporation shall not be obligated to make any payment in excess of \$100,000 unless such information is provided and shall be entitled to rely solely on the information provided by the Consultant. Payments to the Corporation shall be made by check unless the Corporation Notifies the Consultant to make payments by EFT.

ARTICLE 3

SUSPENSION OR TERMINATION

3.1 Delay, Postponement or Suspension of Work.

3.1.1 The Corporation shall have the right to delay, postpone or suspend the Services, or any Portion thereof, immediately or upon a specified date, for a period of not more than ninety (90) days, upon Notice to the Consultant, for any reason deemed by the Corporation to be in its interest. The Consultant and all of its Subcontractors and Representatives shall cease all Services, or any specified Portion thereof, immediately or as of the date specified in the Notice.

3.1.2 Any such delay, postponement or suspension shall not give rise to any cause of action for damages against the Corporation or the City, but the Term specified in Part I of this

Contract and the Consultant's time for performance of the Services shall be extended for the period of the delay, postponement or suspension.

3.1.3 In the event of any delays, postponements or suspensions, the Consultant shall resume the Services upon the date specified in the Notice or upon such other date as the Corporation may thereafter specify by Notice.

3.2 Termination for Convenience. The Corporation shall have the right to terminate the Services, or any Portion thereof, immediately or upon a specified date, upon Notice to the Consultant and for any reason deemed by the Corporation to be in its interest.

3.3 Defaults and Termination for Cause.

3.3.1 In addition to any other right that the Corporation may have, upon the occurrence of an Event of Default, the Corporation shall have the right to declare the Consultant in default and terminate this Contract, in whole or in part, for cause, by giving Notice to the Consultant of the cause and the date of such termination.

3.3.2 An Event of Default shall be deemed to have occurred if any of the following events has occurred, each an "Event of Default":

(i) The Consultant fails to assign workers, order materials or enter into subcontracts in a manner sufficient to permit completion of the Services, or any Portion thereof, within the time limits of the Progress Schedule or in accordance with any Progress Schedule approved by the Corporation;

(ii) The Consultant fails to complete the Services, or any Portion thereof, within the time limits provided in this Contract or any Progress Schedule approved by the Corporation;

(iii) The Consultant materially violates any term, covenant or provision of this Contract;

(iv) The Consultant materially fails to comply with any Applicable Statutes or any Applicable Agreements;

(v) Any representation or warranty made by the Consultant in Article 7 or in any other Article in this Contract shall prove to be untrue or be breached;

(vi) The Consultant becomes insolvent, files for bankruptcy or is adjudged a debtor in possession;

(vii) The Consultant voluntarily, or by operation of law, assigns, transfers, conveys or otherwise disposes of its interest in this Contract or its right to receive funds hereunder without the prior written consent of the Corporation;

(viii) The Consultant fails to comply with the M/WBE Requirements in Article 9; or

(ix) The Consultant or any of its officers, directors, partners, members, five (5%) percent shareholders, principals or other persons substantially involved in its activities, commits any of the acts or omissions specified as the grounds for debarment in the City's *Procurement Policy Board Rules*.

3.4 Effects of Termination for Convenience or for Cause.

3.4.1 The Contract, or such portion of the Contract described in the Notice of termination, shall terminate as of the termination date set forth in the Notice given pursuant to Section 3.3.1, or immediately if no date is specified.

3.4.2 Upon receipt of a Notice of termination for cause or for convenience, the Consultant shall cease any or all Services, immediately or on the date specified, in accordance with the terms of the Notice.

3.4.3 Termination, whether for convenience or for cause, shall not give rise to any cause of action for damages against the Corporation or the City.

3.4.4 Within ten (10) days after the effective date of termination, the Consultant shall surrender and turn over to the Corporation all Work Product and any other materials related to this Contract requested by the Corporation including, without limitation, all materials, equipment and supplies purchased by the Consultant on behalf of the Corporation in connection with this Contract.

3.5 Payment Upon Termination.

3.5.1 Upon termination with or without cause, the Consultant shall promptly present to the Corporation a verified statement of all costs actually incurred prior to the date of termination, together with all documents in the Consultant's possession related thereto that the Corporation may demand in order to verify such statement of costs including, without limitation, canceled checks, subcontracts, and paid receipts and bills from Subcontractors. The Corporation will review the statement of costs and review or audit any supporting documentation provided by or in the Consultant's possession. The Corporation will Notify the Consultant of the results of such review or audit and the amount approved for payment.

3.5.2 If the termination was without cause, the Consultant shall receive such equitable compensation for such Services as shall, in the judgment of Director, have been satisfactorily performed by the Consultant up to the date of the termination, such compensation to be fixed by the Corporation after consultation with the Consultant, subject to any rights of audit provided herein. Such payment will be processed by the Corporation after Consultant provides all information and documentation required hereunder. Such payment shall constitute full and Final Payment to the Consultant.

3.5.3 If the termination was for cause, the Consultant shall receive such equitable compensation for such Services as shall, in the judgment of Director, have been satisfactorily performed by the Consultant up to the date of the termination, such compensation to be fixed by the Corporation, subject to any rights of audit provided herein, and subject to set-off by the Corporation for any additional expenses the Corporation incurs to complete the Project

satisfactorily, including the expenses of engaging another consultant and the costs set forth in Section 9.10(ii). The sum of (i) such additional expenses incurred to the Corporation for the completion of the Project, and (ii) payments made to the Consultant prior to the termination of the Contract shall hereafter be referred to as the "Contract Completion Costs".

(i) If the Contract Completion Costs exceed the Maximum Contract Price, Consultant shall pay such difference to the Corporation, as described in Section 3.5.4 below.

(ii) If the Contract Completion Costs are less than the Maximum Contract Price, provided that the Consultant has provided all information and documentation required by this Section, the Corporation will pay to the Consultant, an amount equal to the lesser of (a) the difference between the Maximum Contract Price and the Contract Completion Costs, or (b) such amount, when added to sums previously paid to Consultant, equitably compensates Consultant for Services satisfactorily performed up to the date of termination. Such payment will be made as further described in Section 3.5.4 below.

3.5.4 If the termination was for cause, the Corporation will, upon full completion of the Project, deliver a written notice to the Consultant advising the Consultant that the Project has been completed and setting forth the Contract Completion Costs. If the Contract Completion Costs exceed the Maximum Contract Price, the Consultant shall promptly pay such difference to the Corporation upon receipt of such notice. If the Contract Completion Costs are less than the Maximum Contract Price, then, subject to (i) the Consultant's providing to the Corporation all information and documentation required by this Section, and (ii) any other applicable provisions of this Contract including, without limitation, Sections 3.5.5 and 3.5.6 hereof, the Corporation will pay the Consultant the amount described in Section 3.5.3(ii). Such payment shall constitute full and Final Payment to the Consultant.

3.5.5 The Corporation need not wait until the completion of the Services to seek the enforcement of its rights against the Consultant if there has been a termination for cause, but no monies shall be due or payable to the Consultant terminated for cause until the Services are completed.

3.5.6 The provisions of this Section 3.5 shall be in addition to any other rights the Corporation may have under this Contract, any Applicable Statute, any Applicable Agreement, or otherwise, in law or in equity.

3.6 No Release. Termination of this Contract, whether by expiration of its Term or otherwise, shall not release the Consultant from any liability to the Corporation or from the Consultant's indemnification and other obligations under this Contract that have not been specifically terminated pursuant to this Article of the Contract.

ARTICLE 4
PERSONNEL AND SUBCONTRACTORS

4.1 Personnel.

4.1.1 The Consultant shall employ at its own expense all personnel and retain all Subcontractors as may be required to perform the Services, and shall be solely responsible for their work, compensation, direction and conduct during the performance of this Contract. The personnel of the Consultant and any Subcontractor shall cooperate fully with the personnel of the Corporation including, without limitation, the Director, and, in the event any personnel of the Consultant or any Subcontractor fails to cooperate, the Consultant shall relieve them of their duties of performance under this Contract.

4.1.2 The Consultant shall submit to the Director, prior to performance of Services by such personnel, resumes of the Consultant's personnel and those of its Subcontractors' personnel who will perform the Services. The experience and training of such personnel is a material inducement for the Corporation to enter into this Contract and make payment for the Services. The Consultant and its Subcontractors are expected to use such personnel to perform the Services. If the Consultant or a Subcontractor proposes to substitute any other personnel for those heretofore identified, it shall assign persons with equivalent or better experience and training and shall submit the resumes of such proposed substitute personnel to the Director and obtain the Director's prior approval of the substitution. Notwithstanding anything contained herein to the contrary, all personnel furnished by the Consultant as required under this Contract shall be employees of the Consultant or approved Subcontractors of the Consultant and not employees or subcontractors of the Corporation or the City.

4.2 Subcontractors.

4.2.1 The Consultant is authorized to enter into subcontracts for specialized professional services as required for performance of the Services subject to the prior written approval of the Director as to the Subcontractor, the scope of services, compensation, and the Principal or other member(s) of the Consultant's staff responsible for supervising the performance of the Subcontractor's activities. The Consultant, and not the Corporation, is responsible for the Subcontractor's work, acts and omissions.

4.2.2 The Consultant shall pay any Subcontractors approved by the Corporation for work that has been satisfactorily performed no later than thirty (30) days from the date of Consultant's receipt of payments from the Corporation.

4.2.3 The Consultant is solely responsible for the payments to the Subcontractors. Upon receipt of evidence of Consultant default hereunder with respect to its obligations to make payments to its Subcontractors, the Corporation reserves the right, after three (3) calendar days prior Notice, to retain any money due the Consultant and pay directly for labor, materials, equipment, Services and all other obligations of the Consultant and to deduct the amount of any such direct payments from any payments or amounts then due or thereafter to become due to the Consultant.

4.2.4 The Consultant shall inform all Subcontractors fully of the terms and conditions of this Contract. All subcontracts shall provide that:

- (i) there is no privity of contract between the Subcontractor and the Corporation or the City;
- (ii) neither the Corporation nor the City will incur any liability by virtue of any act, omission, negligence, or obligation of the Subcontractor or the Consultant;
- (iii) the Subcontractor shall indemnify, defend and hold harmless the Corporation and the City, their agents, employees, members, directors, officials and officers against any and all claims, judgments or liabilities to which they may be subject (including, without limitation, any and all claims for injuries to persons (including death) and damage to property) because of any negligence or any fault or default of the Subcontractor, its agents, employees or subcontractors or the breach of the Subcontractor's obligations under the subcontract;
- (iv) the Subcontractor's Requisitions shall conform to the same requirements and include the representations, warranties and agreements set forth in Sections 2.1.2 and 2.1 3;
- (v) the "Events of Default" set forth in Section 3.3.2 as grounds for termination for cause shall be "Events of Default" and grounds for termination of the Subcontractor for cause;
- (vi) the subcontract may be assigned without the written consent of the Subcontractor to the City, NYCEDC or any other corporation, agency or instrumentality having authority to accept the assignment; and
- (vii) all work and services performed under the subcontract shall strictly comply with the requirements of this Contract.

If the Consultant fails to include the provisions set forth in this Section 4.2.4 in any subcontract, the Consultant hereby agrees to indemnify, defend and hold harmless the Corporation and the City and their Representatives against any and all claims, damages, awards, judgments, liabilities, expenses, fines, penalties, costs and/or fees incurred by or imposed upon the Corporation and the City and their Representatives, including reasonable fees, as a result of said failure.

4.2.5 The Consultant shall provide the Corporation with a list of all Subcontractors employed for the performance of the Services whose subcontract amount totals \$25,000 or more. The Consultant will furnish each such Subcontractor whose Subcontract amount totals less than \$100,000 with the Corporation's internal qualification and background investigation forms. The Consultant will furnish each such subcontractor whose subcontract amount totals \$100,000 or more with the Mayor's Office of Contracts Investigations Forms. These forms will be provided by the Corporation to the Consultant. The Consultant shall cause each such Subcontractor to fill out and complete the forms in a timely fashion but in no event later than the commencement of the Services performed by such Subcontractor pursuant to its subcontract.

4.3 Person in Charge. The Consultant has designated a Person-in-Charge who will have primary responsibility to perform and/or supervise and coordinate the performance of the Services. Substitution of said person shall be made only with the prior written approval of the Director. Failure to make such person(s) available to the extent necessary to perform the Services skillfully and promptly shall be a material violation of the terms of this Contract.

ARTICLE 5

DOCUMENTS AND MATERIALS

5.1 Approval. All Work Product to be prepared or furnished by the Consultant pursuant to this Contract or publicizing the work of the Consultant hereunder must be:

(i) approved in writing by the Director before any Work Product or publication as to the work of the Consultant shall be considered accepted and before any distribution;

(ii) revised by the Consultant in accordance with the directions of the Director prior to approval; and

(iii) prepared so as not to violate any provisions of law including, without limitation, the City Charter and the Administrative Code of the City.

5.2 Work Product.

5.2.1 All Work Product is the exclusive property of the Corporation. The Corporation may use any Work Product prepared by the Consultant in such manner, for such purposes, and as often as the Corporation may deem advisable, in whole, in part or in modified form, in all formats now known or hereafter to become known, without further employment of or additional compensation to the Consultant.

5.2.2 The Consultant shall not use, transmit, display, publish or otherwise license such Work Product without the Corporation's prior written consent.

5.2.3 The Work Product shall be considered "work-made-for-hire" within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. § 101, and the Corporation is the copyright owner thereof and of all aspects, elements and components thereof in which copyright protection might subsist. To the extent that the Work Product does not qualify as a "work-made-for-hire", the Consultant hereby irrevocably transfers, assigns and conveys exclusive copyright ownership in and to the Work Product to the Corporation, free and clear of any liens, claims or other encumbrances. The Consultant shall retain no copyright or other intellectual property interest in the Work Product.

5.2.4 To the extent that the Work Product does not qualify as a "work-made-for hire", Consultant acknowledges the existence, if any, of its statutory moral rights as those rights are described in 17 U.S.C. § 106A(a), and knowingly executes this Contract on the following terms: (i) this waiver applies to the Work Product and to any promotional materials connected with the Work Product; (ii) the Consultant hereby expressly and forever waives any and all rights under

17 U.S.C. § 106A, and any rights arising under U.S. federal or state law or under the laws of any other country that conveys rights of the same nature as those conveyed by 17 U.S.C. § 106A, or any other type of moral right or *droit moral*.

5.2.5 The Consultant represents and warrants that, except for material which is in the public domain and non-original material that meets the requirements of §5.2.6, the Work Product

- (i) shall be wholly original material not published elsewhere;
- (ii) shall not violate any copyright, trademark or other applicable law; and
- (iii) shall not, to the best of Consultant's knowledge, constitute a defamation or invasion of the right of privacy or publicity, or an infringement of any kind, of any rights of any third party.

5.2.6 The Consultant represents and warrants that to the extent that the Work Product incorporates non-original material, the Consultant shall obtain and provide the Corporation with copies of all necessary permissions and clearances, in writing, for the use of such non-original material under this Contract. Since some licenses for materials may be for a limited duration, the Consultant shall provide and/or specify the following to the Corporation with respect to all non-original materials included in its Work Product:

- (i) all information as to any durational limitations on use;
- (ii) any requirement that a notice be displayed in connection with display, including the specific owner of the rights to be credited, and any limitation on the use under the Consultant's license; and
- (iii) a statement certified by the Principal verifying the foregoing in the form annexed hereto as Appendix D.

Consultant will update the foregoing information and promptly provide such updates to the Corporation during the Contract Term.

5.2.7 The Consultant acknowledges that the Corporation or the City may, in their sole discretion, register copyright in the Work Product with the U.S. Copyright Office or any other government agency authorized to grant registrations to copyright. The Consultant will cooperate in this effort, and agrees to provide any further documentation necessary to accomplish this.

5.2.8 The Consultant agrees that the Corporation and the City may use the Consultant's name and the names, biographies and likenesses of its members, in advertising and promotion related to the Work Product, and in any and all ancillary products related to the Services regardless of the format in which such use occurs.

5.2.9 Prior to acceptance of any Work Product by the Director, upon the Director's request and within a reasonable time following delivery of the Work Product, the Consultant shall submit revised Work Product incorporating any revisions, changes or alterations reasonably requested by the Director. If the original Work Product or the revised Work Product is not

acceptable to the Director, the Corporation shall have the right to use the Work Product, to prepare or finalize the Work Product or to commission a third party to do so without further employment of or compensation to the Consultant.

5.2.10 The Consultant acknowledges that the decision to accept the Work Product for use, incorporation, transmission, display or publication is within the sole discretion of the Director.

5.2.11 Consultant agrees that it will cooperate in providing any other documentation necessary to effectuate the intent of this Section of the Contract.

5.2.12 The Consultant shall not make any unauthorized use of copyrighted, trademarked or other protected materials or intellectual property and agrees to defend, indemnify and hold harmless the Corporation and the City and their respective officers, officials, agents, members, directors, and employees against any damage or liability arising out of the Consultant's infringement or unauthorized use of any such material or property.

5.3 Confidential Information.

5.3.1 The Consultant shall hold all Confidential Information provided by the Corporation in the strictest confidence. Consultant agrees to:

- (i) use the Confidential Information solely for evaluation and the performance of the Services under this Contract;
- (ii) not disclose the Confidential Information outside of its Subcontractors who have agreed in advance in writing to be bound by the terms of this Section 5.3 and its employees and to limit dissemination to only those Subcontractors and employees who have a need to know it in order to accomplish the Services;
- (iii) execute any confidentiality agreements required by any governmental or other entities or individuals which provide any information, records, data, materials, documents or electronic files to Consultant for use in performance of the Services; and
- (iv) not disclose the Confidential Information for three (3) years following Final Completion.

5.3.2 Consultant represents that it has adequate safeguards and procedures to protect the confidentiality of records and information and to limit dissemination only to authorized employees as necessary for the performance of the Services. All Confidential Information provided to Consultant shall remain the property of the Corporation.

5.3.3 Consultant agrees that money damages would not be a sufficient remedy in the event of any breach of this Section 5.3 and that, in addition to all other remedies which may be available, the Corporation shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach. Consultant shall defend, hold harmless and indemnify the Corporation for any and all claims, losses, expenses and/or damages arising out of breach of this Section 5.3 or unauthorized use of the Confidential Information.

ARTICLE 6
INDEMNIFICATION, CLAIMS AND INSURANCE

6.1 Indemnification of the Corporation and the City.

6.1.1 The Consultant shall indemnify, defend and hold harmless the Corporation and the City, their agents and employees from any and all claims, judgments or liabilities to which they may be subject because of any negligence or any fault or default of the Consultant, its agents, employees or subcontractors or the breach of the Consultant's obligations under the Contract.

6.1.2 The Consultant shall be solely responsible for all injuries to persons, including death, or damage to property sustained during its operations and work under this Contract resulting from any negligence, fault or default of the Consultant or of its employees, authorized agents, servants, independent contractors or subcontractors retained by the Consultant pursuant to this Contract. The Consultant agrees to indemnify, defend and hold the Corporation and the City harmless from any liability upon any and all claims for injuries to persons (including death) and damage to property on account of negligence, fault or default of the Consultant, its employees, authorized agents, servants, independent contractors and subcontractors retained by the Consultant.

6.2 Claims or Actions Against the Corporation.

6.2.1 The Consultant shall look solely to the funds appropriated by the Corporation for this Contract for the satisfaction of any claim or cause of action the Consultant may have against the Corporation in connection with this Contract or the failure of the Corporation to perform any of its obligations hereunder. In no event shall the Corporation's aggregate liability hereunder in connection herewith or related to the performance of the Services exceed the Maximum Contract Price.

6.2.2 Upon acceptance by the Consultant of the Final Payment to be paid pursuant to this Contract, the Consultant agrees that it shall be deemed to have released the Corporation from any and all claims, causes of action, and liability to the Consultant, its Representatives, successors and assigns, in connection with this Contract or the performance of the Services.

6.2.3 No member, director, employee, servant, officer, agent or other person authorized to act on behalf of the Corporation shall have any personal liability in connection with this Contract or any failure of the Corporation to perform its obligations hereunder.

6.2.4 No person or entity shall have any right against the Director or any member, director, employee, servant or officer, agent of the City or the Corporation or other person authorized to act on their behalf or any claim against the City or the Corporation by reason of the failure or refusal to withhold money pursuant to Section 2.2.1 hereof.

6.2.5 The Consultant agrees that no cause of action against the Corporation in connection with this Contract or the Services shall lie or be maintained by the Consultant, its successors or assigns unless such action is commenced within six months after (i) the termination of this Contract, or (ii) the accrual of the cause of action, whichever is earlier.

6.2.6 If any claim is made or any action brought relating to this Contract or the Services, whether or not the Consultant is a party, the Consultant shall diligently render to the Corporation any and all assistance that the Corporation may require of the Consultant, without compensation.

6.2.7 The provisions of this Section shall not waive, limit or in any way prejudice any other right of the Corporation or the City.

6.3 Insurance.

6.3.1 At all times during the performance of the work or Services in connection with this Contract or for such other time periods as the Corporation may require, the Consultant, at its sole cost and expense, shall purchase and maintain the insurance described in this Section 6.3 and the annexed Appendix E, as may be applicable and as may be required by the Corporation.

6.3.2 Consultant shall purchase and maintain insurance with insurance companies that:

- (i) are acceptable to the Corporation;
- (ii) are rated A:X or better by A.M. Best Company; and
- (iii) are licensed to issue such insurance by the New York State Department of Insurance.

6.3.3 The insurance policies purchased and maintained by the Consultant shall:

- (i) be in form and substance satisfactory to the Corporation;
- (ii) be in the minimum face policy amounts set forth in Appendix E;
- (iii) list all individuals and entities identified in Appendix E as Additional Insureds except in the case of any workers' compensation, automobile liability and professional liability policies required to be maintained hereunder; and
- (iv) contain the provisions set forth in Appendix E.

6.3.4 Coverage for the individuals and entities identified in Appendix E as Additional Insureds shall be written into those policies set forth in Section 6.3.3(iii) above as an endorsement at least as broad as ISO Form CG 20 10 (07/04 ed.).

6.3.5 The Consultant shall make and maintain timely premium payments for all policies required hereunder.

6.3.6 The Consultant shall require that each of its Subcontractors, prior to the commencement of their work, purchase and maintain, or be covered by, at no cost or expense to the Corporation or the City, the same types and amounts of insurance and meet all of the same requirements as required of the Consultant as set forth in this Article 6 and Appendix E. The Consultant hereby covenants and warrants that its Subcontractors shall purchase and maintain the policies required by this Section in the amounts and for the periods required by this Section.

6.3.7 Prior to the commencement of the Services the Consultant shall forward to the Corporation's Contract Administration and Procurement Department at least three (3) original certificates of insurance for each policy required for compliance with this Contract, for itself and

its Subcontractors substantially as set forth in Appendix E. The Consultant shall also provide an original certificate of insurance to each of the Additional Insureds.

6.3.8 The Consultant shall provide the Corporation and the Additional Insureds written confirmation of the renewal of any policy required hereunder at least thirty (30) days prior to the expiration of any such policy.

6.3.9 Unless otherwise agreed to in writing by the Corporation, the types of insurance to be purchased and maintained by the Consultant and its Subcontractors are as follows:

(i) Workers' Compensation, Disability Benefits, and Employer's Liability Insurance. The Consultant shall purchase and maintain and shall require each of its Subcontractors to purchase and maintain workers' compensation, disability benefits insurance in statutory amounts, and employer's liability insurance in the amounts set forth in Appendix E, for all of its employees engaged in the Services. The failure of the Consultant to comply with this Section 6.3.9(i) shall make this Contract voidable at the option of the Corporation.

(ii) Commercial General Liability. The Consultant shall purchase and maintain commercial general liability insurance, including owner's protective liability insurance, to protect the Corporation, the City and the Additional Insureds, the Consultant and its Subcontractors against any and all claims for property damage, personal injury and death arising out of the Services performed by the Consultant and its Subcontractors, and any work incidental thereto. The certificate of insurance must indicate that such insurance is on a "per occurrence" and an aggregate basis. The commercial general liability policy shall be in a form at least as broad in coverage as ISO Form CG 00 01 (10/01). The liability policy(ies) certificate of insurance must indicate cross-liability coverage providing severability of interests so that, except with respect to the limits of insurance, and any rights or duties specifically assigned to the first named insured, coverage will respond as if separate policies were in force for each insured. If at any time the commercial general liability policy should be canceled, terminated, or modified so that the insurance is not in effect as above required, then the Consultant shall suspend performance of the Services if the Corporation shall so direct. If the Contract is so suspended, no extension of time shall be due on account thereof. If the Contract is not suspended, whether or not because of omission of the Corporation to order suspension, then the Corporation may, at its sole option, obtain insurance affording coverage equal to that required hereunder, the cost of such insurance to be payable by the Consultant to the Corporation.

(iii) Automobile Liability Insurance. The Consultant shall purchase and maintain automobile liability insurance covering all automobiles used in connection with the work or Services under this Contract whether owned, non-owned and/or hired automobiles.

(iv) Umbrella/Excess Liability Coverage. If the Consultant purchases or maintains umbrella/excess liability insurance, such insurance should specifically list the Consultant's commercial general liability, comprehensive automobile liability and employer's liability as primary coverages, to protect the Corporation, the City, the Additional Insureds, the Consultant and its Subcontractors from any and all claims in excess of the underlying policy limits for such primary coverages. The certificate of insurance must indicate that such insurance afforded by this Section 6.3.9(iv) is on a "per occurrence" basis and an aggregate basis.

(v) If applicable, any additional policies as may be described in Appendix E.

6.3.10 As a condition precedent to payment of any amounts owing to the Consultant by the Corporation, the Consultant shall, unless otherwise expressly agreed to in writing by the Corporation, provide to the Corporation the original certificates of insurance required under this Contract and shall on demand provide true copies of policies and endorsements to policies showing compliance with the insurance requirements set forth in this Article 6 and Appendix E.

6.3.11 The policies to be maintained by the Consultant hereunder shall constitute the primary coverage for claims arising out of this Contract, and shall state that insurance, if any, carried by the Corporation, the City or the Additional Insureds will not be called upon to contribute to a loss that would otherwise be paid by the Consultant's insurer. The Consultant shall comply with the provisions of all policies required pursuant to this Contract, and shall give the insurer, the Corporation, the City and the Additional Insureds due and timely Notice of all claims, accidents and losses promptly upon its acquiring knowledge of the same.

6.3.12 The insurance provisions of this Article 6 shall be in addition to any rights that the Corporation, the City and the Additional Insureds may have under any hold harmless and indemnification provisions of this Contract and any other right provided by this Contract or by law. The Consultant shall not violate or permit to be violated any term or condition of the policies.

ARTICLE 7

REPRESENTATIONS AND WARRANTIES

The Consultant represents and warrants that:

7.1 The Consultant is duly organized, validly existing and in good standing under the laws of its jurisdiction of formation, and has all requisite power and authority to authorize, execute, deliver and perform this Contract in accordance with its terms. The Consultant is authorized to do business in the City of New York.

7.2 The authorization, execution and delivery of this Contract, and compliance with the provisions hereof, do not and will not conflict with or constitute a violation of or default under any statute, indenture, mortgage, deed of trust or other agreement or instrument to which the Consultant is bound, or, to the knowledge of the Consultant, any order, rule or regulation of any court or governmental agency or body having jurisdiction over the Consultant or any of its activities or properties.

7.3 The Consultant has not been asked to pay, and has neither offered to pay, nor paid, any illegal consideration, whether monetary or otherwise, in connection with the procurement of this Contract.

7.4 The Consultant has not employed any person to solicit or procure this Contract, and has not made and shall not make, except to full-time employees of the Consultant, any payment or any agreement for the payment of any commission, percentage, brokerage, contingent fee or any other compensation in connection with the procurement of this Contract.

7.5 The Consultant has not acquired nor will it acquire any interest of any nature, direct or indirect (including any interest in land in an area related to the Services or any interest in any corporation, partnership, or other entity with any such interest), which would conflict in any manner or degree with the performance of the Services. The Consultant further represents and covenants that in the performance of this Contract no person having any such conflicting interest shall be employed by the Consultant.

7.6 The Consultant is not in arrears to the City upon any debt, contract or taxes and is not a defaulter, as surety or otherwise, upon any obligation to the City, and has not been declared not responsible, or disqualified, by any agency of the City, nor is there any proceeding pending relating to the responsibility or qualification of the Consultant to receive public contracts. The Consultant represents that it has paid all applicable New York City income, excise and other taxes for all years it has conducted business activities in New York City.

7.7 All questionnaires and/or disclosure forms delivered by the Consultant and its Representatives to the Corporation to date are, to the best of the Consultant's knowledge, true and correct in all material respects; no material change has occurred in the circumstances of the Consultant, or any of its principals or affiliated persons or entities since the respective dates upon which such disclosure forms were executed that would otherwise require disclosure on such forms; and such disclosure forms do not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make any statement contained in such form not misleading.

ARTICLE 8

APPLICABLE LAWS, RULES AND REGULATIONS

8.1 New York Law Governs; New York Courts. The Contract shall be governed by and construed in accordance with the laws of the State of New York. Any and all claims asserted by or against the Corporation arising under this Contract or related hereto shall be heard and determined either in the Federal Courts, located in the City or in the New York State Courts located in the City and County of New York. To effect this agreement and intent, the Consultant agrees as follows:

8.1.1 If the Corporation initiates any action against the Consultant in Federal Court or in New York State Court, service of process may be made on the Consultant in person, wherever the Consultant may be found, or by registered mail addressed to the Consultant at its address as set forth in this Contract, or to such other address as the Consultant shall have provided to the Corporation in writing.

8.1.2 With respect to any action between the Corporation and the Consultant in New York State Court, the Consultant hereby expressly waives and relinquishes any rights it might otherwise have (i) to move to dismiss on grounds of forum non conveniens, and (ii) to move for a change of venue to a New York State Court outside New York County.

8.1.3 With respect to any action between the Corporation and the Consultant in Federal Court located in the City, the Consultant expressly waives and relinquishes any right it might otherwise have to move to transfer the action to a Federal Court outside the City.

8.1.4 If the Consultant commences any action against the Corporation in a court located other than in the City and State of New York, then, upon request of the Corporation, the Consultant shall either consent to a transfer of the action to a court of competent jurisdiction located in the City and State of New York or, if the court where the action is pending will not or cannot transfer the action, the Consultant shall consent to dismiss such action without prejudice and may thereafter reinstitute the action in a court of competent jurisdiction in the City.

8.2 Modification Required by Law. The parties agree that each and every provision of federal or state or local law, rule, regulation or order, required to be inserted in this Contract, is deemed by this reference to be so inserted in its correct form, and upon the application of either party, this Contract shall be amended by the express insertion of any such provision not so inserted or so inserted incorrectly so as to comply strictly with the law, without prejudice to the rights of either party.

8.3 Compliance with the Law. The Consultant agrees that all acts to be performed by it in connection with this Contract shall be performed in strict conformity with all Legal Requirements, including without limitation, Applicable Statutes and Applicable Agreements. Failure by the Consultant to abide by such Legal Requirements shall be a material default under this Contract.

8.4 Equal Employment Opportunity/Employment Reports.

8.4.1 The Consultant shall comply with the applicable provisions of the Equal Employment and Affirmative Action Compliance for Non-Construction Contracts Addendum (the "Executive Order No. 50 (1980) Supply and Service Rider" or "E.O. 50") attached hereto as Appendix F and made a part hereof. Appendix F shall be attached to and made a part of any subcontract entered into by the Consultant pursuant to this Contract that exceeds \$100,000.

8.4.2 The Consultant covenants that it shall complete and submit and shall require all Subcontractors to complete and submit Employment Reports (as required by E.O. 50) to the Corporation which can be found at www.nycedc.com in the section identified in Appendix G. If the Consultant cannot access or download these forms, the Corporation may, upon request, send the Consultant the required forms.

8.4.3 The Consultant and any Subcontractors that provide any on-site construction activity shall complete and submit the Payroll Report to the Corporation in the form annexed to this Contract as Appendix H.

8.4.4 The Consultant shall give consideration to employing City residents who are economically disadvantaged or are eligible under any applicable Legal Requirements including, without limitation, the Workforce Investment Act of 1998, and who have qualifications and skills commensurate with the requirements for the position available. To the greatest extent feasible, the Consultant shall give opportunities for training and employment to lower income persons in the Project area.

8.4.5 The provisions of this Section 8.4 shall be deemed supplementary to, and not in lieu of, or in substitution for, the applicable provisions of the New York State Labor Law relating to non-discrimination, and other applicable Legal Requirements.

8.5 Minimum Wages. Except for any employees whose prevailing wage is required to be fixed pursuant to Section 220, et seq. and Section 230, et seq. of the New York State Labor Law, which employees shall be paid such prevailing wage, all persons employed by the Consultant or any subcontractor in the manufacture or furnishing of the supplies, materials, or equipment, or the furnishing of work, labor or services, used in the performance of this Contract, shall be paid, without subsequent deduction or rebate unless expressly authorized by law, not less than the minimum hourly rate required by law, unless a higher amount is required pursuant to any other provision of this Contract.

8.6 No Tropical Hardwoods. Tropical hardwoods, as defined in Section 165 of the New York State Finance Law, shall not be used in the performance of this Contract except as expressly permitted by the foregoing provision of law.

8.7 Sales and Use Tax.

8.7.1 The Consultant acknowledges that the Corporation and the City are exempt from sales and use taxes imposed by Article 28 of the New York State Tax Law for purchases of tangible personal property, to the extent that such property is used to alter, maintain or improve, and becomes an integral component part of real property. This exemption does not apply to tools, machinery, equipment or other property leased by the Corporation's contractors and subcontractors or to supplies, materials or other property that are consumed in the construction or for any reason not incorporated into real property.

8.7.2 The Consultant shall inform its Subcontractors of this exemption and shall advise its Subcontractors to exclude sales and use taxes from their bids, as applicable.

8.8 MacBride Principles. The Consultant stipulates and agrees to comply with the MacBride Principles.

8.9 Doing Business Data Form Requirements.

8.9.1 Local Law No. 34 of 2007 amended the City's Campaign Finance Law and required the City to establish a database containing the names of any "person" that has "business with the city", as such terms are defined in LL 34. The Consultant shall comply with all requirements of LL 34 applicable to this Contract.

8.9.2 The Consultant shall complete and submit a Doing Business Data Form which can be found at www.nycedc.com in the section identified in Appendix M. If the Consultant cannot access or download these forms, the Corporation may, upon request, send the Consultant the required forms.

8.9.3 The Consultant's failure to complete and submit a Doing Business Data Form and/or its submission of a form that is not accurate or complete may result in appropriate sanctions.

ARTICLE 9

M/WBE REQUIREMENTS

9.1 M/WBE Program. Local Law No. 129 of 2005 added Section 6-129 to the Administrative Code of the City of New York. The local law creates a program for participation by minority and women-owned business enterprises (MBEs and WBEs) in City procurement. As stated in the Section 6-129, the intent of the program is to address the impact of discrimination on the City's procurement process, and to promote the public interest in avoiding fraud and favoritism in the procurement process, increasing competition for City business and lowering contract costs. The Corporation endorses these goals and participation by MBEs and WBEs in the provision of the Services. The following goals and provisions are integral to achieve these goals. The Consultant shall comply with all requirements of the Corporation's M/WBE Program applicable to this Contract.

9.2 Minority and Women -Owned Business Enterprises. In order to be considered M/WBEs for purposes of this Contract, the M/WBEs must have received certification as such by DSBS.

9.3 Target Subcontracting Percentage. The Target Subcontracting Percentage is the percentage of the total Contract that the Corporation anticipates that the Consultant would in the normal course of business award to one or more Subcontractors for amounts under \$1 million. The Target Subcontracting Percentage applicable to this Contract is set forth in Part I, Section 1.12.1. The Consultant shall be subject to said Target Subcontracting Percentage.

9.4 Participation Goal. The Participation Goal is expressed as a percentage that represents the total dollar value of subcontracts under this Contract for amounts under \$1 million to be performed by M/WBEs compared to the total dollar value of all subcontracts under this Contract for amounts under \$1 million. The Participation Goal applicable to this Contract is set forth in Part I, Section 1.12.2. The Consultant shall be subject to the Participation Goal, unless the Corporation grants a modification of this goal pursuant to Section 9.8.

9.5 Consultant's M/WBE Utilization Plan.

9.5.1 The M/WBE Utilization Plan for this Contract is annexed hereto as Appendix L.

9.5.2 In the event that the Corporation does not approve a Subcontractor proposed by the Consultant, the Consultant shall have a reasonable time to propose alternate Subcontractors.

9.5.3 If this Contract is a multi-year contract, the Consultant shall submit an updated M/WBE Utilization Plan to the Corporation's Chief Contracting Officer 30 days prior to the anniversary of the Commencement Date in each subsequent year during the Contract Term. The Consultant's updated M/WBE Plan shall be subject to the Corporation's approval and must set forth:

- (i) the percentage of work the Consultant intends to subcontract;
- (ii) the percentage of work the Consultant intends to award to Subcontractors for amounts under \$1 million;

(iii) the identity of all proposed Subcontractors to which the Consultant intends to award subcontracts;

(iv) in cases where the Consultant intends to award subcontracts for amounts under \$1 million, a description of the type and dollar value of work designated for participation by MBEs and/or WBEs; and

(v) the time frames in which such work by MBEs and/or WBEs is scheduled to begin and end.

9.6 M/WBE Compliance Reports.

9.6.1 The Consultant shall provide the Corporation with written statements (“M/WBE Compliance Reports”), certified under penalty of perjury, reporting the status of the Consultant’s compliance with its M/WBE Utilization Plan as set forth in this Section 9.6.

9.6.2 The Consultant shall submit a M/WBE Compliance Report to the Corporation:

- (i) with each Requisition for payment; and/or
- (ii) on a periodic basis as the Corporation may require.

9.6.3 Each M/WBE Compliance Report shall set forth the following for the period covered by the report:

- (i) the total amount paid to Subcontractors (including Subcontractors that are not MBEs or WBEs);
- (ii) the names, addresses and contact numbers of each MBE or WBE hired as a Subcontractor pursuant to such plan as well as the dates and amounts paid to each MBE or WBE.

9.6.4 In addition to the foregoing, the Consultant shall submit a final, cumulative M/WBE Compliance Report to the Corporation with its Requisition for Final Payment. The Consultant shall set forth in such final report the information required by Section 9.6.3 in connection with all Services rendered by the Consultant and its Subcontractors during the entire Contract Term.

9.7 Change Orders. If the Consultant requests a change order having a value that exceeds 10 percent of the Contract, the Corporation will establish an M/WBE participation goal for the work to be performed pursuant to the change order.

9.8 Modification of the Consultant’s M/WBE Utilization Plan. The Consultant may request modification of its M/WBE Utilization Plan after the award of the Contract. The Corporation may grant such request if it determines that the Consultant has established, with appropriate documentary and other evidence, that the Consultant has made all reasonable, good faith efforts to meet the Participation Goal set for the Contract. In making such determination, the

Corporation will consider, along with any other relevant factors, evidence submitted by the Consultant showing that the Consultant has, without limitation, and as applicable:

- (i) advertised opportunities to participate in the Contract, where appropriate, in general circulation media, trade and professional association publications and small business media, and publications of minority and women's business organizations;
- (ii) provided notice of specific opportunities to participate in the Contract, in a timely manner, to minority and women's business organizations;
- (iii) sent written notices, by certified mail or facsimile, in a timely manner, to advise MBEs and WBEs that their interest in the Contract was solicited;
- (iv) made efforts to identify portions of the work that could be substituted for portions originally designated for participation by MBEs and/or WBEs in the Consultant's M/WBE Utilization Plan, and for which the Consultant claims an inability to retain MBEs or WBEs;
- (v) held meetings with MBEs and/or WBEs prior to the date its proposal was due, for the purpose of explaining in detail the scope and requirements of the work for which its proposals was solicited;
- (vi) made efforts to negotiate with MBEs and/or WBEs as relevant to perform specific subcontracts;
- (vii) submitted timely written requests for assistance to the Corporation's M/WBE liaison officer and to DSBS;
- (viii) submitted a statement as to how recommendations made by DSBS and the Corporation were acted upon and an explanation of why action upon such recommendations did not lead to the desired level of participation of MBEs and/or WBEs.

9.8.2 The Corporation's M/WBE Director and Chief Contracting Officer will provide written notice to the Consultant of the determination.

9.9 Compliance Audits. This Contract may be audited by the Corporation, DSBS and the City Comptroller to determine the Consultant's compliance with the requirements of the Corporation's M/WBE Program and the Consultant's M/WBE Utilization Plan.

9.10 Enforcement. In the event the Corporation determines that the Consultant or its Subcontractors have violated the requirements of the Corporation's M/WBE Program or the M/WBE Utilization Plan including, without limitation, a determination that the Consultant has made payments to or awarded work to M/WBE Subcontractors in amounts less than the amounts specified in the Consultant's M/WBE Utilization Plan (unless the Corporation has permitted the Consultant to modify the Consultant's M/WBE Utilization Plan in accordance with Section 9.8), the Corporation may:

- (i) terminate the Contract;

(ii) assess actual and consequential damages for and/or exercise its right to set off any additional expenses the Corporation incurs to complete the Project satisfactorily in accordance with the Corporation's M/WBE Program and in order to meet the Participation Goal set for the Contract including, without limitation, the actual and administrative costs of:

- (a) meeting the Participation Goal through additional procurements;
- (b) payments made to any other consultant retained to complete the Services; and
- (c) investigation and enforcement;

(iii) remove the Consultant from the list of qualified consultants maintained by the Corporation and/or file an advice of caution form for inclusion in VENDEX as caution data; or

(iv) assert any other right or remedy it has under the Contract.

9.11 Statements. Statements made in any instrument submitted to the Corporation in connection with the Corporation's M/WBE Program shall be submitted under penalty of perjury and any false or misleading statement or omission shall be grounds for the application of any applicable criminal and/or civil penalties for perjury.

9.12 Evaluations. The Consultant's record in implementing its M/WBE Utilization Plan shall be a factor in the evaluation of its performance.

ARTICLE 10

MISCELLANEOUS

10.1 Consultant as Independent Contractor. Notwithstanding anything contained herein to the contrary including, without limitation, the provisions of Section 5.2 hereof, it is specifically understood and agreed that in the performance of the terms, covenants and conditions of this Contract, the Consultant and its Representatives shall not be deemed to be acting as agents, servants or employees of the Corporation or the City by virtue of this Contract or by virtue of any approval, permit, license, grant, right, or other authorization given by the City or the Corporation or any of their Representatives in connection with this Contract, but shall be deemed to be independent contractors performing work or professional services for the Corporation, and shall be deemed solely responsible for all acts taken by them pursuant to this Contract.

10.2 Assignment. This Contract is intended to secure the Services of the Consultant or a competent Representative or Representatives of the Consultant approved by the Director. The Consultant shall not assign, convey, subcontract, or transfer this Contract or the Consultant's rights hereunder without the written consent of the Director, which Consent shall be manifested by Notice. The Corporation shall have the right to assign, convey, subcontract or transfer this Contract or the Corporation's rights hereunder without the written consent of the Consultant to the City or any other corporation, agency or instrumentality having authority to accept the assignment.

10.3 Right to Inspect. The Corporation, the City Comptroller, the Inspectors and any other individual or entity authorized under any Legal Requirement shall have the right on reasonable Notice to inspect the operations and records of the Consultant and its Subcontractors relating to this Contract.

10.4 Maintenance of Records. In order to facilitate any audit provided herein, the Consultant agrees to maintain accurate, readily auditable records and accounts with supporting documentation in accordance with generally accepted accounting principles of the Services performed by it, its employees, and its Subcontractors under this Contract and of all financial accounts and transactions maintained or undertaken in connection with this Contract, including, but not limited to, time cards and records reflecting the nature of the work performed and time consumed, bank statements, cancelled checks, bills and receipts, Requisitions, and deposit slips, and to make such records available for inspection and audit in the City by the Corporation, the City, the Inspectors and any other individual or entity authorized under any Applicable Statute or Applicable Agreement upon reasonable Notice. Said records shall be maintained for a period of six years after termination of this Contract.

10.5 Modification in Writing. No modification, amendment, waiver or release of any provision of this Contract or of any right, obligation, claim or cause of action arising hereunder shall be valid or binding for any purpose unless in writing and duly executed by the party against whom the same is asserted.

10.6 Captions. The tables of contents and captions of this Contract are for convenience of reference only and in no way define, limit or describe the scope or intent of the Contract or in any way affect this Contract.

10.7 Completeness. This Contract contains all the terms and conditions agreed upon by the parties hereto, and no other agreement, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind either of the parties hereto.

10.8 Severability. If any clause, provision or section of this Agreement be ruled invalid by any court of competent jurisdiction, the invalidity of such clause, provision or section shall not affect any of the remaining provisions hereof.

10.9 Notices.

10.9.1 Each Notice, demand, request or other communication in connection with this Contract shall be either: (i) served in person, with delivery of service acknowledged in writing by the party receiving the same; (ii) sent by nationally known overnight delivery service or telefax; or (iii) deposited in the U.S. mails, first class mail, postage prepaid, and addressed to the respective address herein set forth in Part I, Section 3 or to such other address as may be specified by Notice sent in accordance herewith.

10.9.2 Every Notice hereunder shall be deemed to have been given: (i) at the date of receipt by the respective party in the case of personal delivery, overnight delivery or telefax and (ii) five (5) business days after the date of deposit in the first class U.S. mails.

10.10 Non-Waiver. Failure of the Corporation or its Representatives to enforce or otherwise require the performance of any of the terms and conditions of this Contract, at the time or in the manner that said terms and conditions are set forth herein, shall not be deemed a waiver of any such terms or conditions by the Corporation and the same may be selectively enforced or raised as a basis of a claim or cause of action at the option of the Corporation.

10.11 Refusal to Testify.

10.11.1 The Consultant agrees to cooperate fully and faithfully with any investigation, audit or inquiry conducted by a State or City governmental agency or authority that is empowered, directly or by designation, to compel the attendance of witnesses and to examine witnesses under oath, or conducted by the Inspector General of a governmental agency that is a party in interest to the transaction, submitted bid, submitted proposal, contract, lease, permit, or license that is the subject of the investigation, audit or inquiry.

10.11.2 If:

(i) any person who has been advised that her or his statement, and any information from such statement, will not be used against her or him in any subsequent criminal proceeding refuses to testify before a grand jury or other governmental agency or authority empowered directly or by designation to compel the attendance of witnesses and to examine witnesses under oath concerning the award of, or performance under, any transaction, agreement, lease, permit, contract, or license entered into with the City, the State, or any political subdivision or public authority thereof, or the PANYNJ, or the Corporation, or any local development corporation within the City, or any public benefit corporation organized under the laws of the State of New York, or

(ii) any person refuses to testify for a reason other than the assertion of her or his privilege against self-incrimination in an investigation, audit or inquiry conducted by a City or State governmental agency or authority empowered directly or by designation to compel the attendance of witnesses and to take testimony under oath, or by the Inspector General of the governmental agency that is a party in interest in, and is seeking testimony concerning the award of, or performance under, any transaction, agreement, lease, permit, contract, or license entered into with the City, the State, or any political subdivision thereof, or the Corporation, or any local development corporation within the City,

then the commissioner or agency head (each of which is hereinafter referred to as the "Commissioner") whose agency is a party in interest to the transaction, submitted bid, submitted proposal, contract, lease, permit, or license involved in such investigation, audit or inquiry shall convene a hearing, upon not less than five (5) days written notice to the parties involved, to determine if any penalties should attach for the failure of a person to testify.

10.11.3 If any non-governmental party to the hearing requests an adjournment, the Commissioner who convened the hearing or the Corporation may, upon the Commissioner granting the adjournment, suspend any contract, lease, permit, or license pending the final

determination pursuant to subsection 10.11.5 below without the City or the Corporation incurring any penalty or damages for delay or otherwise.

10.11.4 The Corporation or the City may impose the following penalties after a final determination by the Commissioner that penalties should attach for the failure of a person to testify:

(i) the disqualification for a period not to exceed five (5) years from the date of an adverse determination of any person, or any entity of which such person was a member at the time the testimony was sought, from submitting bids for, or transacting business with, or entering into or obtaining any contract, lease, permit or license with or from the City or the Corporation, as the case may be; and/or

(ii) the cancellation or termination of any and all such existing City or Corporation contracts, leases, permits or licenses that the refusal to testify concerns and that have not been assigned as permitted under this Contract, nor the proceeds of which pledged, to an unaffiliated and unrelated institutional lender for fair value prior to the issuance of the notice scheduling the hearing, without the City or the Corporation incurring any penalty or damages on account of such cancellation or termination; monies lawfully due for goods delivered, work done, rentals, or fees accrued prior to the cancellation or termination shall be paid by the City or the Corporation, as the case may be.

10.11.5 The Commissioner shall consider and address, in reaching her or his determination, and the Corporation and the Commissioner shall consider and address, in assessing an appropriate penalty, the factors in subparagraphs (i) and (ii) below. The Commissioner and the Corporation may also consider, if relevant and appropriate, the criteria established in subparagraphs (iii) and (iv) below in addition to any other information which may be relevant and appropriate:

(i) The entity's good faith endeavors or lack thereof to cooperate fully and faithfully with any governmental investigation or audit, including, but not limited to, the discipline, discharge, or disassociation of any person failing to testify, the production of accurate and complete books and records, and the forthcoming testimony of all other members, agents, assignees or fiduciaries whose testimony is sought.

(ii) The relationship of the person who refused to testify to any entity that is a party to the hearing, including, but not limited to, whether the person whose testimony is sought has an ownership interest in the entity and/or the degree of authority and responsibility the person has within the entity.

(iii) The nexus of the testimony sought to the subject entity and its contracts, leases, permits or licenses with the City or the Corporation.

(iv) The effect a penalty may have on an unaffiliated and unrelated party or entity that has a significant interest in an entity (subject to penalties under subsection 10.11.4 above), provided that the party or entity has given actual notice to the Commissioner upon the acquisition of the interest, or at the hearing called for in subsection 10.11.2(2) above gives notice and proves that such interest was previously acquired. Under either circumstance the party or

entity must present evidence at the hearing demonstrating the potential adverse impact a penalty will have on such person or entity.

10.11.6 The term “license” or “permit” as used herein shall be defined as a license, permit, franchise or concession not granted as a matter of right.

10.11.7 The term “entity” as used herein shall mean any firm, partnership, corporation, association, joint venture or person that receives monies, benefits, licenses, leases or permits from or through the City or otherwise transacts business with the City.

10.11.8 The term “member” as used herein shall mean any person associated with another person or entity as a partner, director, officer, principal or employee.

10.11.9 The term “person” as used herein shall mean any natural person doing business alone or associated with another person or entity as a partner, director, officer, principal or employee.

10.12 No Political Activity. The Consultant agrees that there shall be no political activity or any activity to further the election or defeat of any candidate for public, political or party office as a part of or in connection with this Contract, nor shall any of the funds provided under this Contract be used for such purposes.

**NEW YORK CITY ECONOMIC DEVELOPMENT CORPORATION
NYC BROWNFIELD FINANCIAL INCENTIVE PROGRAM PROJECT NAME
CONSULTANT CONTRACT
FOR PROGRAM MANAGEMENT, GRANT ADMINISTRATION AND RELATED
CONSULTING SERVICES
NYCEDC CONTRACT NO. 36920001
PROJECT CODE NO. 3692-0**

**PART III
APPENDICES**

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APPENDIX A

DEFINITIONS

APPENDIX A

DEFINITIONS

The defined terms listed below shall have the following corresponding meanings in the annexed Contract (as defined herein) unless otherwise defined or the context otherwise requires. The singular shall include the plural and vice versa as the context may dictate. The gender used in the annexed Contract shall be deemed to refer to the masculine, feminine, or neuter gender, as the context or the identity of the persons being referred to may require.

Additional Insured	All individuals and entities listed in Appendix E
Allowable Additional Costs	As defined in Appendix B Scope of Services
Applicable Agreements	Various governing agreements related to the Funds, the Project and/or this Contract, including, without limitation, any specific “Applicable Agreements” identified in Part I, and any other governing agreement or MOU with the City, State and/or federal governments, or any agency thereof
Applicable Statutes	Any and all federal, state and local laws, statutes, rules, regulations and orders applicable to this Contract, the Funds or the Project, including, without limitation, any specific “Applicable Statutes” identified in Part I
Art Commission	Art Commission of the City of New York
Borough	The City borough where the Project is located
City	The City of New York
City Contract	The Amended and Restated Contract between the City and the Corporation, dated as of June 30, 2005 and the Amended and Restated Maritime Contract between the City and the Corporation, dated as of June 30, 2005, as applicable, as each may be amended, restated and/or revised from time to time
City Comptroller	Comptroller of the City or his or her designee
Commencement Date	The date upon which the Consultant shall commence the Services as stated in Part I, Section 1.4
Comptroller General	The United States Comptroller General

Confidential Information	Any and all information, records, data, materials, documents, electronic files or Work Product provided by NYCEDC and/or the City or any of its agencies to the Consultant except that which (i) shall have otherwise become publicly available through no fault of Consultant or its Representatives; (ii) becomes available to the Consultant on a nonconfidential basis from a source other than NYCEDC, the City or any of its agencies; or (iii) is known by the Consultant prior to its receipt from NYCEDC, the City or any of its agencies without any obligations of confidentiality with respect thereto
Consultant	The entity or person contracted by the Corporation to perform the Services pursuant to this Contract, as identified in Part I, Section 2.3
Consultant's Underlying Intellectual Property	The Consultant's analytical concepts, approaches, methodologies, or formats developed by the Consultant's staff, and to other materials not prepared for delivery to the Corporation and also including any derivatives, improvements, enhancements or extensions of the Consultant's Underlying Intellectual Property conceived, reduced to practice, or developed during the term of this Contract that are not uniquely applicable to the Corporation
Contract	The Contract between the Consultant and the Corporation to which this Appendix A is annexed, as defined in Part I, Section 1.1
Contract Completion Costs	As defined in Section 3.5.3
Contract Date	The date of this Contract, as stated in Part I, Section 1.3
Corporation	New York City Economic Development Corporation, a local development corporation organized pursuant to Section 1411 of the Not-for-Profit Corporation Law of the State of New York, ("NPCL") or any successor organized pursuant to Section 1411 of the NPCL
CPL	Contractor Pollution Liability Insurance
DBEs	Disadvantaged Business Enterprises
Director	The person set forth in Part I, Section 2.2, or such other person as may be subsequently designated by the Corporation by Notice

Disability Benefit	A type of insurance to be purchased and maintained by the Consultant and its Subcontractors, in statutory amounts, for all of its employees engaged in the Services
DCAS	New York City Department of Citywide Administrative Services
DCP	New York City Department of City Planning
DEP	New York City Department of Environmental Protection
Division	Division of Labor Services of DSBS
DOB	New York City Department of Buildings
Doing Business Data Form	The form described in Appendix M and available at www.nycedc.com to be completed by the Consultant and submitted to the Corporation pursuant to LL 34
DOS	New York City Department of Sanitation
DOT	New York City Department of Transportation
DPR	New York City Department of Parks and Recreation
DSBS	New York City Department of Small Business Services
Electronic Funds Transfer (EFT)	Any transfer of funds, other than a transaction originated by check, draft or similar paper instrument, that is initiated through an electronic terminal, telephonic instrument or computer or magnetic tape so as to order, instruct or authorized a financial institution to debit or credit an account
E.O. 50	Executive Order No. 50 (1980), as amended or revised from time to time
Employment Report	The reports described in Appendix G and available at www.nycedc.com to be completed and submitted to the Corporation pursuant to Executive Order 50
Event of Default	As described in Part II, Section 3.3.2
Extra Work	A significant alteration to the work or Services that the Consultant has been directed to perform by the Director as described in Part II, Section 1.5.2
FDNY	New York City Fire Department

Federal Courts	United States Federal Courts located in New York City
FHWA	United States Federal Highway Administration
Final Completion	The performance of all Services contemplated in this Contract to the satisfaction of the Director
Final Payment	The last payment by the Corporation to the Consultant under the Contract upon Final Completion or as provided in Part II, Sections 3.5.2 and 3.5.4
Force Majeure	Any of the following acts and events that occur without the negligence or fault, and beyond the reasonable control, of Consultant and that of any of its successors, heirs, assigns, and/or Representatives and of which Consultant has given the Corporation express written notice within three (3) days after the commencement of the alleged cause of the delay, hindrance, or obstruction: governmental preemption in connection with a national emergency, war or act of war, insurrection, riot, act of public enemy, terrorist acts, labor disputes, accidents, mechanical failure and acts of God (including fire, flood or abnormal adverse weather conditions not reasonably anticipatable)
FTA	United States Federal Transit Administration
Funding Agencies	All federal, State or local agencies or entities that are the source of the Funds including, without limitation, any specific "Funding Agencies" identified in Part I
Funds	All funds from the federal, State or local sources to be applied to payments for Services under this Contract including, without limitation, any specific "Funds" identified in Part I
IDA	New York City Industrial Development Agency, a corporate governmental agency constituting a body corporate and politic and a public benefit corporation organized pursuant to Article 18-A of the General Municipal Law of the State of New York
Inspectors	All individuals or entities specifically identified as "Inspectors" in Part I, if any
Insurer	Any insurance company retained by the Consultant pursuant to Part II, Section 6.3.2
Landmarks Preservation	The City of New York Landmarks Preservation

Commission	Commission
Legal Requirements	All applicable laws, rules, regulations, ordinances, codes and orders of all federal, state and local governmental authorities, agencies, departments or bureaus having jurisdiction over and which affect the work and/or Services under this Contract including, without limitation, all Applicable Agreements and all Applicable Statutes
Local Law 34 (LL 34)	Local Law No. 34 of 2007, as it may be amended or superseded
LPC	City of New York Landmarks Preservation Commission
MacBride Principles	Those principles relating to nondiscrimination in employment and freedom of workplace opportunities that requires employers doing business in Northern Ireland to comply with specific terms set forth in Section 6-115.1 of the City's Administrative Code
Maximum Contract Price	The maximum amount that may be paid for the Services under the Contract, as stated in Part I, Section 1.6
Maximum Payment	The maximum amount payable for each Portion of the Services during a billing period
MBEs	Minority-owned Business Enterprises
M/WBE Compliance Reports	As described in Part II, Section 9.6
M/WBEs	MBEs and WBEs, collectively
M/WBE Utilization Plan	As described in Part II, Section 9.5
MOU	Memorandum of Understanding
New York State Courts	Courts of the State of New York in the City and County of New York
Notice	Any written notice, demand, request, instruction, advice, directive or other communication in connection with this Contract to be delivered to a party designated in Part I, Section 3, for the receipt of notice in the manner set forth in Part II, Section 10.9.1
Notice to Proceed	Written Notice from the Corporation to the Consultant to proceed with the Services or any portion thereof

Notify	To give a Notice pursuant to Part II, Section 10.9.1
NYCDEP	New York City Department of Environmental Protection
NYCEDC	The Corporation
NYCTA	New York City Transit Authority
NYPD	New York City Police Department
NYSDEC	New York State Department of Environmental Conservation
NYSDOH	New York State Department of Health
NYSDOS	New York State Department of State
NYSDOT	New York State Department of Transportation
OMB	New York City Office of Management and Budget
OPRHP	New York State Office of Parks, Recreation and Historic Preservation
PANYNJ	The Port Authority of New York and New Jersey
Participation Goal	The Corporation's goal for M/WBE participation related to the Contract, as defined in Part II, Section 9.4.
Payment Schedule	Schedule listing Maximum Payment for each Portion of the Services, appended to Appendix C when payment for Services or a Portion of the Services is on a Tasks completed basis
Payroll Report	Forms that the Consultant and any Subcontractors that provide any on-site construction activity must complete in the form annexed to this Contract in Appendix I
Percentage of Completion	An amount equal to the percentage of completion of each Portion of the Services
Person In Charge	As identified in Part I, Section 2.5, the member(s) of the Consultant's professional staff who will have primary responsibility to perform and/or supervise and coordinate the performance of the Services
PLL	Pollution Legal Liability Insurance Policy
Portion	Each portion, task or phase of the Services as described in

Appendix B and/or Appendix C

Principal	The most senior officer, or member of the Consultant's staff responsible for the performance of Services as identified in Part I, Section 2.4
Progress Reports	Reports which Consultant is obligated to prepare that show the status of the Services in accordance with the Progress Schedule
Progress Schedule	Any schedule issued or approved by the Corporation for the performance of the Services, including, without limitation, Project or Services milestones, deadlines or delivery dates
Project	As identified in Part I, Section 1.7, and described in detail in Appendix B
Project Manager	A person designated by the Corporation to serve as a liaison between the Corporation and the Consultant
Project Site	The location of the Project as identified in Part I, Section 1.8 and described in detail in Appendix B
RAP	Remedial action plan
Representatives	The employees, agents, servants, officers, directors, members, independent contractors and subcontractors of a person or entity
Requisition	A request for payment, to be submitted by Consultant not more than once per month, setting forth in detail, for the billing period for which partial payment is requested, the amount requested and Services performed during the billing period
Retainage	Any sum withheld from any payment to the Consultant including, without limitation, those set forth in Part II, Sections 1.5.3, 2.2.1 and 4.2.3
Retainage Payment Date	The date by which any Retainage identified in Part I, Section 1.10 will be paid to the Consultant, as identified in Part I, Section 1.11, subject to the provisions of Part II, Article 2 and Part III, Appendix C
Scope of Services	The Services to be provided by the Consultant in connection with this Contract, as set forth in Appendix B

Services	All of the services to be provided to the Corporation by the Consultant pursuant to the Contract, as described in greater detail in Appendix B
SHPO	State Historic Preservation Officer
Specific Terms and Conditions	Part I of this Contract
Staff and Fee Schedule	Schedule listing names of Consultant's staff, hourly rates and estimated number of days to be spent providing Services, appended to Appendix C when payment for Services or a Portion of the Services is on an hourly rate basis
State	State of New York
Subcontractor	Any person or entity including, without limitation, contractors, consultants, subconsultants, vendors and subcontractors of such persons or entities, employed or retained by the Consultant in accordance with the Contract to provide any services, work, materials, equipment or supplies in connection with the Services
Subcontractors' Costs	The compensation payable by the Consultant to any subcontractor(s) of the Consultant pursuant to a contract(s) entered into pursuant to Part II, Section 4.2
Target Subcontracting Percentage	As defined in Part II, Section 9.3
Term	The time period of this Contract, as stated in Part I, Section 1.5
USACOE	United States Army Corps of Engineers
USDOT	United States Department of Transportation
UST	Underground storage tanks
WBEs	Women-owned Business Enterprises
Worker's Compensation	A type of insurance to be purchased and maintained by the Consultant and its Subcontractors, in statutory amounts, for all of its employees engaged in the Services
Work-Made-For-Hire	As defined in Section 101 of the United States Copyright Act, 17 U.S.C. § 101

Work Product

All reports, plans, studies, surveys, data, databases, programs, processes, systems, drawings, tracings, blueprints, photographs, computer drawings, schematics, specifications, log books, correspondence, models, studies, permits approvals, designs, deliverables, samples, presentation materials, analyses, punch lists, submissions, filings, applications, schedules, documents and materials, including, without limitation, those related to inspections, tests and test results, in all formats now known or hereinafter known, prepared or furnished by the Consultant pursuant to this Contract, provided however that Work Product shall not include any Consultant's Underlying Intellectual Property

APPENDIX B
SCOPE OF SERVICES

APPENDIX B

SCOPE OF SERVICES

I. DEFINITIONS

A. In General. All definitions set forth in the Contract to which this Appendix B is attached shall have the same meaning herein unless otherwise defined or the context otherwise requires.

B. Additional Definitions. The following terms shall have the following corresponding meanings:

Agencies	Art Commission, Landmarks Preservation Commission, BPO, DCP, DEP, DOB, DOHMH, DOT, DPR, DSBS, DSNY, FDNY, FHWA, FTA, HPD, HUD, NMFS, NYCTA, NYPD, NYSDEC, NYSDOH, NYSDOS, NYSDOT, OMB, OPRHP, OSHA, SHPO, USACOE, USEPA, USDOT, The Deputy Mayor's Office, the Mayor's Office of Operations (all as defined in Appendix A or herein below), and any other agencies, bureaus, departments, offices, or other discrete entities of The City of New York, the State of New York or the United States that have jurisdiction over any activities carried out in respect of the Services and/or the Program
Allowable Additional Costs	See Part I, Section 1.9 of the Contract – All of the Program Manager's costs related to the Services to be performed under this Contract are included in the Maximum Contract Price
Allowable Additional Services	Program-related services that are not specifically identified in this Scope of Services, but are, in NYCEDC's sole discretion, determined to be contemplated by, directly related to and essential to the Program Manager's completion of the Services under this Contract. NYCEDC's directing the Program Manager to perform such additional services may be based on the Program Manager's relevant experience and its successful performance under the Contract to date. NYCEDC, in its sole discretion, may direct such additional services to be performed as Extra Work on a lump sum or an hourly basis
Applicant	A developer or owner of a Brownfield that submits an Application for a Grant and admission to the Program
Application	The form and/or the process established by the Program Manager and approved by the Project Team by which Applicants apply for admittance to the Program
Approvals	Any and all approvals to be obtained by the Program Manager or a Grantee from all applicable Interested Parties in connection with and

	required for proper completion of the Services and the performance of Eligible Services including, without limitation, written evidence of the receipt thereof
ASTM	American Society for Testing and Materials International
ASTM E 1527-05	ASTM Environmental Standard, Number 1527 (2005), entitled “Standard Practice for Environmental Site Assessments: Phase 1 Environmental Site Assessment Process”
BCP	New York State Brownfield Cleanup Program, a State-wide Brownfield cleanup program administered by NYSDEC
BOA	Brownfield Opportunity Area
BOA Grant Funds	Non-Program funds provided by NYSDOS under the BOA Program that may be used for gathering of basic information about a community, identifying strategic Brownfield sites, developing revitalization plans and implementation strategies and conducting environmental assessments of strategic sites
BOA Program	An NYSDOS-administered grant program that provides municipalities and CBOs with up to 90 percent of eligible project costs for planning in areas with clusters of Brownfields
Borough	The applicable Borough in New York City in which a Brownfield Project Site is located
BPO	The Office of the Borough President for the Borough in which a Brownfield Project is located
Brownfield	A local brownfield site, as described in §24-902 of the Administrative Code of the City of New York
Brownfield Project	A project being undertaken on a Brownfield within New York City for the purposes of pre-development design, investigation, remediation and/or redevelopment by Applicants and Grantees including, without limitation, Preferred Development Projects
Brownfield Project Files	All Work Product created and/or owned by a Qualified Vendor or a Grantee related to a specific Brownfield Project undertaken by the Grantee
Brownfield Project Site	The location of a Brownfield Project within the City, to be identified by Block, Lot(s) and Tax ID Number
CBO	Community Based Organization as defined in the New York State General Municipal Law § 970 r

CDC	Community Development Corporation
Community Board	The applicable Community Board(s) for the Community District in which a Brownfield Project is located
Community District	As defined by Ch. 69, §2700 of The City Charter: the coterminous areas of New York City comprising service districts to be used for the planning of community life within the City
Community Facility	A 501(c)(3) corporation that (1) provides specific benefits to the local community, including but not limited to, health care facilities or facilities providing open space for community use, or (2) is the recipient of one or more non-Program federal, State, or City Brownfield redevelopment-related grants
Community Groups	Any group of persons, whether or not a legally organized entity under the laws of New York State or any other sovereign state, and whether or not organized on a formal or informal basis, that may assert an interest in any Brownfield Project and/or the Program
Construction Contract	Any contract entered into by the Corporation to perform construction in connection with a Brownfield Project
Construction Contractor	Any contractor retained by the Corporation to provide construction services in connection with a Brownfield Project
Construction Costs	The anticipated hard construction costs for a Brownfield Project
Construction Documents	Any trade contracts, together with any related drawings, specifications, schematics or other documents created to implement services for a Brownfield Project
Construction Subcontract	Any Subcontract entered into by the Program Manager to perform construction in connection with a Brownfield Project
Construction Subcontractor	Any Subcontractor retained by the Program Manager to provide construction services in connection with a Brownfield Project
Consulting Contract	Any contract entered into by the Corporation to perform consulting services in connection with a Brownfield Project
Consulting Contractor	Any contractor retained by the Corporation to provide consulting services in connection with a Brownfield Project
Consulting Subcontract	Any Subcontract entered into by the Program Manager or a PM Environmental Consultant to perform consulting services in connection with a Brownfield Project

Consulting Subcontractor	Any Subcontractor retained by the Program Manager or a PM Environmental Consultant to provide consulting services in connection with a Brownfield Project
Contaminant	Shall mean hazardous waste and/or petroleum, as such terms are defined in § 27-1405 (7-a) of the New York State Environmental Conservation Law (“ECL”)
Contractors	Collectively, all Construction Contractors, Construction Subcontractors, Consulting Contractors and Consulting Subcontractors providing Work and/or Services on, at or in connection with a Brownfield Project and/or a Brownfield Project Site including, without limitation Qualified Vendors, but excluding the Program Manager and the Project Team Consultants
Delegates	As defined in Section II.B.1.b of this Appendix B
Deputy Mayor’s Office	The Office of the New York City Deputy Mayor for Economic Development
DER-10	NYSDEC Draft DER-10 “Technical Guidance for Site Investigation and Remediation, December 2002”
DOHMH	The New York City Department of Health and Mental Hygiene
DSNY	The New York City Department of Sanitation
Eligible Costs	The costs of Eligible Services actually incurred by a Grantee pursuant to an approved Statement of Work that are determined by the Program Manager to be eligible for disbursement of a Grant
Eligible Costs Estimate	An independent estimate of eligible Pre-Development Design Costs, Investigation Costs, Remediation Costs and/or Technical Assistance Costs for the Pre-Development Design Services, Investigation Services, Remediation Services and/or Technical Assistance proposed by the Grantee in its Statement of Work, which estimate will be prepared by the PM for each Statement of Work and based on the Pricing Schedule to enable the PM to analyze the accuracy and reasonableness of the Grantee’s estimate of such costs and the Grantee’s and Grantee’s Qualified Vendors’ compliance with the Pricing Schedule
Eligible Services	Pre-Development Design Services, Investigation Services, Remediation Services and/or Technical Assistance Services, performed by a Qualified Vendor and paid for by a Grantee in connection with a Brownfield Project that are determined to be eligible for a Grant pursuant to the Program Requirements, as further described in Section II.A.2 of this Appendix B

Enrollment Grant(s)	In general, a Remediation Grant that is subject to the approved Applicant's enrollment in the LBCP
Grant	See Grants below
Grant Account	The account to be opened and maintained by the Program Manager for the purposes of receiving and disbursing Program Funds to Qualified Vendors, as more specifically described in Part I, Section 5.2 of the Contract
Grant Agreement	A written agreement that must be entered into between the Program Manager and a Grantee in connection with the Program, which agreement will include specific terms and conditions related to the Grant including, without limitation, the type and amount of the Grant, the identity of the Grantee, the Brownfield Project Site, the approved Statement of Work, the Eligible Services and other Program Requirements specific to the Grant and the Grantee
Grant Cap Limits	As described in Section II.A.7 of this Appendix B
Grant Requisition	A written request for disbursement of Program Funds, to be submitted by a Grantee to the Program Manager upon the Grantee's Qualified Vendors' completion of Eligible Services in accordance with Program Requirements including, for example and without limitation, under an approved Statement of Work, which request shall be in such form and contain such information and supporting documentation as may be required under the Program Requirements
Grantee	An Applicant determined to be eligible for, accepted to and that enters into a Grant Agreement in connection with the Program
Grants	Collectively, the Pre-Development Design Grants, Investigation Grants, Remediation Grants, and/or Technical Assistance Grants made pursuant to the Program and each individually, a "Grant"
Hazardous Waste	As defined in ECL § 27-1301.
HAZWOPER	Hazardous Waste Operations and Emergency Response
HAZWOPER Certification	The standard certification provided to individuals that have successfully completed a HAZWOPER Training Program
HAZWOPER Training Program	The forty-hour training program administered and required by OSHA in connection with the administration and performance of HAZWOPER activities, which training is provided by both governmental and private organizations

HPD	The New York City Department of Housing Preservation & Development
HUD	The United States Department of Housing and Urban Development
Interested Parties	All Project Team members, all applicable Agencies, Utilities and Community Groups, and all other individuals and entities that use, are working near or may be directly affected by the Program or any specific Brownfield Project and/or Brownfield Project Site
Investigation Costs	The costs of any Investigation Services required for a Brownfield Project
Investigation Grant(s)	Program Funds made available to a Grantee pursuant to a Grant Agreement for eligible Investigation Costs actually incurred by the Grantee in connection with a Brownfield Project
Investigation Services	Any services required to investigate and characterize the Contaminants present at a Brownfield Project Site and necessary to the development of a Remedial Action Work Plan for a Brownfield Project including, without limitation, Phase 1 Environmental Site Assessments and Phase 2-type Environmental Site Investigations
LBCP	New York City Local Brownfield Cleanup Program, administered by OER pursuant to Local Law 27 of 2009
LBCP Enrollment	The status of being enrolled in the LBCP
LBCP Participant	A property owner or developer accepted into the LBCP including, without limitation, a signatory to an LBCP agreement with OER
LBCP Site	A Brownfield owned or being developed by an LBCP Participant
Mayor's Office	The New York City Mayor's Office of Operations
Minimum Performance Standards	The minimum quality standards for work conducted as part of a Brownfield Project under the Program, as described in Section II.A.4 of this Appendix B
NMFS	The National Marine Fisheries Service
OER	The New York City Mayor's Office of Environmental Remediation
OER Director	The Director of OER
OSHA	The United States Occupational Safety and Health Administration
Petroleum	As defined in § 172 of the New York State Navigation Law

Phase 1 Environmental Site Assessment or a Phase 1	Type of Pre-Development Design and/or Investigation Services for a property including, without limitation, an analysis of a site's prior use and a review of government databases detailing relevant environmental incidents and information, which services must be conducted in accordance with ASTM E 1527-05
Phase 2 Environmental Site Investigation or a Phase 2	Type of Investigation Services, usually conducted based upon the findings of a Phase 1, reporting on the results of relevant field work conducted to identify and quantify Contaminants in soil, groundwater and soil vapor at a property, which services must be conducted in compliance with DER-10 under the Program
PM	The Program Manager
PM Environmental Consultants	All Consulting Contractors and Consulting Subcontractors specifically retained to provide the Project Team and/or the PM with advice related to environmental issues in connection with the Program including, without limitation, environmental engineers, environmental attorneys and any other consultants and experts that may provide environmental-related consulting services to them, but excluding Qualified Vendors
Pre-Development Design Costs	The costs of Pre-Development Design Services required for a Brownfield Project
Pre-Development Design Grant(s)	Program Funds made available to a Grantee pursuant to a Grant Agreement for eligible Pre-Development Design Costs actually incurred by the Grantee in connection with a Brownfield Project
Pre-Development Design Services	Services required for a Brownfield Project including, without limitation, title searches, zoning analyses, schematic design, Phase 1 Environmental Site Assessments, and pro forma financial analyses
Pre-Enrollment Grants	Collectively, Grants provided for Pre-Development Design Services and/or Investigation Services that are eligible for the Program, but do not require enrollment in the LBCP for eligibility
Preferred Development Project(s)	Brownfield Project Site that, in the determination of the Program Manager, in consultation with the Project Team, is eligible for the Program and for which the Applicant has demonstrated certain special strategic Brownfield development goals that the Project Team determines serve a special public purpose including, for example and without limitation, the creation of affordable housing, the construction of a Community Facility, creation of open spaces (e.g., parks, community gardens or other public purpose open spaces) or goals consistent with those required for BOA Program participants
Pricing Schedule	Standardized prices for Eligible Services, as determined by the Project

	Team described in Section II.A.5 of this Appendix B
Program	The New York City Brownfield Financial Incentive Program
Program Files	All Work Product created by or retained by the Program Manager in connection with the Services provided pursuant to this Contract, but excluding Brownfield Project Files
Program Funds	Funds provided for the creation, implementation, administration, operation and maintenance of the Program
Program Manager	The Consultant identified in Part I, Section 2.3 of the Contract
Program Requirements	The New York City Brownfield Grant Regulations promulgated for the Program by OER, at its sole discretion, pursuant to Local Law 27 of 2009 and adopted as §43 14 (Subchapter 2) of the Rules of the City of New York
Program Templates	Standardized documents to be created, maintained and revised, as required, by the Program Manager, in consultation with the Project Team, in order to streamline submittal and review of Program-related documents including, without limitation, Grant Applications, Grant Agreements, Qualified Vendor Applications, Qualified Vendor Certification Statements, all as more particularly described in Section VI.A of this Appendix B
Project Team	Collectively, the Corporation, OER and any other person, entity or group specified by the Corporation from time to time
Project Team Consultants	All Contractors retained by the Corporation or any other member of the Project Team to perform any services they may require in connection with the development, implementation, administration, operation and maintenance of the Program including, without limitation, the PM Environmental Consultants, but not including the Program Manager
Qualified Vendor	An individual or entity other than the Program Manager that has demonstrated and documented experience and expertise in the provision of services essential to the pre-development design, investigation and remediation of Brownfields including, without limitation, Eligible Services, and that is placed on the Qualified Vendor List for the Program, as more specifically described in Section II.A.3 of this Appendix B
Qualified Vendor Applicant	An individual or entity that applies to be added to the Qualified Vendor List
Qualified Vendor Application	Form and process established by the Program Manager, in consultation with the Project Team, and administered by the Program Manager

	independent of the Project Team, by which individuals and entities may apply for placement on the Program Manager's Qualified Vendor List
Qualified Vendor Certification Statement	Notarized statement submitted to the Program Manager as part of Qualified Vendor Application materials by Qualified Vendor Applicants affirming the individual's and entities' commitment to participation in the Program including, without limitation, performance of Eligible Services in accordance with Program Requirements and adherence to Qualified Vendor Requirements
Qualified Vendor Construction Documents	Construction Documents produced by a Qualified Vendor pursuant to a Qualified Vendor Contract in order to implement a Work Plan developed in connection with the Program
Qualified Vendor Contract	A contract between a Qualified Vendor and a Grantee for Pre-Development Design Services, Investigation Services, Remediation Services and/or Technical Assistance Services in connection with a Brownfield Project undertaken in connection with the Program
Qualified Vendor List	A list of Qualified Vendors to be created and maintained by the Program Manager
Qualified Vendor Requirements	Requirements for individuals and entities to be placed on the Qualified Vendors List including, without limitation, submission of a Qualified Vendor Certification Statement to the Program Manager, and any additional Program Requirements related thereto including, without limitation, as described in greater detail in Section II.A.3 of this Appendix B
Registered PE	Professional Engineer registered in the State of New York
Remedial Action Work Plan or RAWP	A written work plan for remediation of a Brownfield
Remediation Costs	Any costs for Remediation Services required for any Brownfield Project
Remediation Grant(s)	Program Funds made available to a Grantee pursuant to a Grant Agreement for eligible Remediation Costs actually incurred by the Grantee in connection with a Brownfield Project which Grants are subject to additional Program Requirements including, without limitation, concurrent LBCP Enrollment
Remediation Services	Any services required to implement an OER-approved Remedial Action Work Plan for the remediation of Contaminants at a Brownfield including, for example and without limitation, excavation, removal, transport and disposal of contaminated soil or other Contaminants present in a New York City Brownfield

Reporting Period	The one month period commencing on the Commencement Date and each month thereafter during the term of the Contract, for which period the Program Manager shall report to the Project Team on the status of the PM's performance of the Services including, without limitation, each Brownfield Project, as more fully described in Section VI.G of this Appendix B
Reporting Tasks	As described in Section VI.G of this Appendix B
Self-directed Cleanup	The cleanup or remediation of a New York City Brownfield that is being conducted without governmental oversight including, without limitation, as part of the LBCP or BCP
Services	The Services to be provided by the Program Manager, as directed by the Project Team, pursuant to this Contract including, without limitation, all program management, grant administration and related consulting necessary for the creation, implementation, administration, operation and maintenance of the Program
Statement of Work	A written statement to be submitted by the Grantee to the Program Manager for review and approval by the PM, in consultation with the Project Team, describing the proposed work and services to be performed by the Grantee's Qualified Vendor(s) pursuant to a Grant Agreement, which work and services may be a sub-set of tasks described in a Work Plan
Statement of Work Report	Written description of work actually conducted by Qualified Vendor(s) for Grantees at a Brownfield Project Site pursuant to, without limitation, an approved Statement of Work, to be submitted to the PM as part of a Grant Requisition
Subcontractors	Collectively, all Consulting Subcontractors and Construction Subcontractors
Task(s)	A portion of the Services to be provided to the Corporation by the Program Manager pursuant to this Contract, as described in greater detail in Parts V and VI of this Appendix B
Technical Assistance Costs	The costs of any Technical Assistance Services required for a Brownfield Project
Technical Assistance Grant(s)	Program Funds made available to a Grantee pursuant to a Grant Agreement for eligible Technical Assistance Services Costs actually incurred by the Grantee in connection with a Brownfield Project
Technical Assistance Services	Technical services that assist Preferred Development Project grantees in the planning and execution of a brownfield project, including without limitation, assessment of Brownfield Project viability, including

	developer capacity; review of draft Grant Agreements; development of Statements of Work; selection of Qualified Vendors; review of draft Work Plans; review of Brownfield Project sequencing and scheduling;; review of changes to Statements of Work; determinations that work set forth in Work Plans has been completed; and review of Grant Requisitions.
Tracking Database	<i>The Brownfield Financial Incentive Program Tracking Database</i> , a database to be developed and maintained by the Project Manager, as more fully described in Section VI.G of this Appendix B
USEPA	The United States Environmental Protection Agency
Utilities	Any and all private or public utilities affected by or otherwise interested in a Brownfield Project
VE	Any value engineering study conducted in accordance with OMB guidelines for any aspect of a Brownfield Project
Work Plan	A detailed scope of the work to be performed by a Qualified Vendor pursuant to a Qualified Vendor Contract including, without limitation, Eligible Services

II. GENERAL INFORMATION

A. New York City Brownfield Financial Incentive Program.

1. **In General.** On April 22, 2007, Mayor Bloomberg introduced *PlaNYC 2030* (“*PlaNYC*”), an ambitious sustainability plan for the City. The plan seeks to maintain the City’s infrastructure and quality of life as its population grows by one million additional people by 2030. One of *PlaNYC*’s goals is the cleanup of all contaminated land in the City and its return to productive use.

There are an estimated 7,600 acres of Brownfield properties in New York City, the redevelopment of which is blocked by actual or perceived environmental contamination. Left unattended, these properties may pose a threat to public health and the environment and represent lost opportunities related to urban revitalization and economic development including, for example, building new housing, providing job opportunities and creating open space to serve a growing population.

The Project Team has created the Program, a small grants program intended to spur the redevelopment of NYC Brownfields by facilitating their transformation into marketable and productive properties. The Project Team seeks to achieve these goals by providing grants of up to \$30,000 to \$50,000 in City tax levy funds, and any other funds that may become available for the Program, to eligible owners and developers of NYC Brownfields to supplement the costs of Pre-Development Design Services, Investigation Services and Remediation Services associated

with and necessary for such redevelopment. These costs can be formidable and too often deter redevelopment of these sites. The Program will also supplement the costs of Technical Assistance Services for Preferred Development Projects.

The Program has been structured to impact both City-owned and privately owned NYC Brownfields. While the City may not have a direct financial stake in the fate of privately owned contaminated properties, the City has a strong interest in the redevelopment of underutilized property and ensuring that Brownfields are remediated under governmental oversight that provides remedies that protect public health and the environment.

The Project Team anticipates that the Program, once implemented, will reduce the financial risks associated with redevelopment of Brownfields in New York City. It is also expected that the benefits the City will receive as a result of the environmental cleanup and redevelopment of NYC Brownfields will include increased tax revenues, job creation and neighborhood revitalization.

The Program is not intended to, and it shall not be deemed to:

- a. create or impose any responsibility, liability or obligation on any member of the Project Team, the City or their respective Representatives in connection with any aspect of a Brownfield Project for which a Grant is sought, approved or paid including, without limitation, oversight and management of any Pre-Development Design Services, Investigation Services, Remediation Services or Technical Assistance Services conducted pursuant to the Program, except as may be specifically set forth in any Project Team Contract, including the Contract to which this Scope of Services is annexed, or in the Program Requirements established for the Program, which, it is anticipated, will be solely and exclusively related to the provision of funds for the Program;
- b. act as a data collection activity for the Corporation, the City or any other Agency, individual or entity;
- c. create legally binding contractual relationships between:
 - any member of the Project Team and an Applicant;
 - any member of the Project Team and a Qualified Vendor Applicant;
 - any member of the Project Team and a Grantee;
 - any member of the Project Team and a Qualified Vendor;
 - the Program Manager and an Applicant;
 - the Program Manager and a Qualified Vendor Applicant; and
 - the Program Manager and a Qualified Vendor;
- d. prohibit the Corporation or the City from entering any Project Team Contracts or participating in a Brownfield Project at, on or adjacent to a Brownfield Project Site including, without limitation, any Brownfield that has, is or will be included in any Statement of Work implemented pursuant to the Program.

The succeeding paragraphs provide a general description of the Program, its key elements and its structure as currently envisioned and have been included for informational purposes only. The Project Team is in the process of developing the Program and the Program Requirements. The specific details of the Program and the adopted Program Requirements may differ somewhat from those set forth below as they are developed and evolve. The Program Manager will assist

the Project Team establish the final structure for the Program during the development phase and recommend improvements thereto throughout the Program's operation.

2. General Description of the Grants/Eligible Services. The Program has been envisioned to provide Grants for four types of Services performed by Qualified Vendors at the Grantee's Brownfield Project Site, to wit:

- a. Pre-Development Design Services;
- b. Investigation Services;
- c. Remediation Services; and
- d. Technical Assistance Services.

The foregoing services will only be deemed Eligible Services if they are included in an approved Statement of Work submitted in connection with a fully executed Grant Agreement, and only after such services have been completed by a Qualified Vendor pursuant to a Qualified Vendor Contract in accordance with the Minimum Performance Standards.

Grants to be provided in connection with approved Statements of Work that include Pre-Development Design Services and/or Investigation Services are termed "Pre-Enrollment Grants." Grants provided in connection with approved Statements of Work that include Remediation Services are termed "Enrollment Grants", as approved Applicants will be required to enroll in the LBCP formally through a process administered by OER. A Technical Assistance Service Grant will be available to Preferred Development Projects throughout the course of a Brownfield Project and is a special type of grant that is neither a Pre-Enrollment nor an Enrollment Grant.

It is anticipated that Grants will be paid on a "last dollar" basis in order to supplement, or pay in full, the Grantee's final payment to a Qualified Vendor after the Qualified Vendor has completed the work outlined in an approved Statement of Work in accordance with all Program Requirements, subject to the Grantee's full compliance with all Program Requirements and the Program Manager's right to any set off. Please see Appendix C to the Contract for further information about set offs and payments to the Program Manager

3. Qualified Vendors. All work performed at a Brownfield Project Site in connection with a Brownfield Project deemed eligible for the Program must be performed by a Qualified Vendor. Individuals and entities other than the Program Manager that wish to be placed on the Program's Qualified Vendor List will be required to submit a Qualified Vendor Application to the Program Manager for its review and approval. Such approval will be based on such Qualified Vendor Requirements established by the Program Manager, in consultation with the Project Team, the Project Team Consultants and the PM Environmental Consultants. All Qualified Vendor Applicants approved by the Program Manager to provide Eligible Services for Grantees under the Program will be required to submit a Qualified Vendor Certification Statement prior to providing any work to be funded in whole or in part by Program Grants.

It is anticipated that Qualified Vendor Applications will be solicited periodically, as follows:

- a. during the Program Development Phase of the Services;
- b. at the end of each fiscal year the Program is in operation; and

c. on a rolling basis throughout each fiscal year, as may be required to assure that there are an adequate number of available Qualified Vendors for the Program.

In order to avoid any actual or perceived conflict of interest, the Program Manager and the other members of the Consultant Team including, without limitation, any Subcontractors providing Services under this Contract, and all of the foregoing individuals' or entities' respective affiliates, subsidiaries and related entities, and all officers, principals, principal shareholders, directors, partners and members thereof, are ineligible to serve as Qualified Vendors, obtain Grant awards or otherwise participate in the Program or Program-related activities other than the Services to be provided pursuant to this Contract.

4. Minimum Performance Standards. All work performed at a Brownfield Project Site must be performed to the Minimum Performance Standards to be established by the Program Manager in consultation with the Project Team. These will include, without limitation, the following:

- a. minimum quality standards for the work to be performed by Qualified Vendors;
- b. reporting requirements related to the work performed; and
- c. guidelines and protocols for the collection and use of data included in reports and/or otherwise captured in connection with Grant-funded Brownfield Projects.

5. Pricing Schedule. All approved Statement of Work Eligible Costs for Eligible Services to be performed at a Brownfield Project Site in connection with a Brownfield Project will follow the Program Pricing Schedule. The Pricing Schedule to be established by the Program Manager in consultation with the Project Team will include, without limitation, a list of maximum prices and price ranges for specific Eligible Services that will serve as a guide for determining the amount of Eligible Costs that may be paid with Grant funds under the Program.

6. General Description of Program Structure and Operation. As currently envisioned, the Program will be structured and operated as follows:

- a. Applicants will submit Applications to the Program Manager;
- b. The Program Manager will review Applications and determine whether the Applicant, the Brownfield Project and the proposed work are eligible for the Program based upon criteria established by the Project Team;
- c. The Program Manager will make recommendations to the Project Team for admission of an Applicant to the Program;
- d. Eligible and approved Applicants will be sent a Grant Agreement for execution;
- e. Upon receipt of an executed Grant Agreement from the prospective Grantee, the Program Manager will counter-sign the Grant Agreement and return it to the Grantee together with the names and contact information of the Qualified Vendors on the Qualified Vendor List that perform the type of services for which the Grant has been awarded;
- f. The Grantee will select the Qualified Vendor(s) that will perform Eligible Services under the Grant Agreement;
- g. The Grantee will enter into a Qualified Vendor Contract with each Qualified Vendor the Grantee has selected to perform the work foreseen to be conducted under Program;
- h. The Grantee and the selected Qualified Vendor(s) will work together to prepare a Work Plan for all work to be performed on the Grantee Brownfield Project;

i. The Grantee and selected Qualified Vendor(s) will work together to prepare from the Work Plan a Statement of Work for the Eligible Services and Eligible Costs set forth in an addendum to the Grant Agreement;

j. The Statement of Work must conform to the Minimum Performance Standards and Pricing Schedule established for the Program;

k. For Pre-Enrollment Grants, the Grantee will submit the Statement of Work to the Program Manager for review and approval, which approval may be conditioned upon certain terms and conditions including, without limitation, the submission and approval of a revised Statement of Work;

l. For Remediation Grants, Grantee will submit to the PM proof of enrollment in the LBCP including, without limitation, a copy of its executed LBCP agreement with OER;

m. Once the Program Manager approves the Statement of Work and corresponding Grant amount, the Program Manager will earmark the approved Grant amount in the Grant Account;

n. The Qualified Vendor(s) will perform the work set forth in the Statement of Work;

o. Grantees will be required to obtain Program Manager Approval of any changes to the Statement of Work required during the course of the Qualified Vendor's performance of the approved work;

p. In the event a Statement of Work includes Remediation Services, Grantees will be required to obtain and provide the Program Manager with evidence of OER Approval of any changes to the Statement of Work required during the course of the Qualified Vendor's performance of the approved work;

q. The costs of any work performed by a Qualified Vendor or any other Contractor at the Brownfield Project Site that is not set forth in the Statement of Work or an approved amendment thereto approved, in advance and in writing, by the Program Manager and as applicable, OER, will not be deemed to be Eligible Costs and will not be eligible for or be paid with Program Funds;

r. Upon completion of the work set forth in the approved Statement of Work, the Grantee may submit a Grant Requisition for the Program Manager's review and approval; and

s. Upon receipt of a complete Grant Requisition in proper form from the Grantee, and subject to the Grantee's strict compliance with all Program Requirements including, without limitation, those set forth in the Grant Agreement and the approved Statement of Work, the Program Manager will pay the amount of the Grant set forth in the approved Statement of Work to the Qualified Vendor, subject to any set offs the PM may be entitled to deduct from the Grant under the Grant Agreement including, without limitation, payments due to the Program Manager for Services rendered in connection with the administration of the Grant. (See Appendix C to the Contract.)

A schematic diagram of the Program's proposed structure is annexed as Exhibit 1 to this Appendix B.

7. Grant Cap Limits and Other Restrictions.

Grant cap limits will be based upon the type of redevelopment project that a Grantee proposes for admission to the Program. Each Grantee may be eligible to receive up to two (2) Grants per fiscal year. Grants received by a Grantee can be used on no more than two (2) Brownfield Projects within each fiscal year, but the Grantee will only be eligible to receive one (1) Grant per fiscal year for a specific Brownfield Project Site. In the event a Grantee proposed to perform

multiple types of Eligible Services at a specific Brownfield Project Site under multiple types of Grants, the various Grants may be considered one combined Grant for purposes of Grant eligibility, provided that the sum of these combined Grants shall not exceed the Grant Cap Limits set forth in the Program Requirements.

It is anticipated that the Grant Cap Limits for a specific Brownfield Project Site will be for an amount up to approximately \$30,000. The limits for these types of services may be increased to up to approximately \$50,000 for Brownfield Projects that, in the Project Team's sole discretion, meet certain criteria including, without limitation, Preferred Development Project requirements. It is anticipated that Technical Assistance Grants will be for an amount up to approximately \$5,000 for eligible Preferred Development Projects.

8. **Additional Information.** For additional information regarding the Program, please see OER's website at: http://www.nyc.gov/html/oer/html/developer/local_brownfield.shtml

B. Identity of and Relationship of the Parties.

1. Project Team and Delegation of Duties.

a. The Project Team is comprised of the Corporation and OER.

b. The Program Manager acknowledges and agrees that the Corporation may delegate all or part of the administration of this Contract and/or the duties, rights and obligations of the Corporation's Director hereunder to the OER Director or her or his designated representatives or delegates (all of the foregoing collectively, the "Delegates"), provided that the Delegates have consulted with the Corporation prior to making any determination or exercising any of the Corporation's or its Director's rights under the Contract. Notwithstanding the foregoing, the Program Manager understands and agrees that the Delegates are not authorized to make any material changes to the Contract including, without limitation, the Specific Terms and Conditions (Part I), the General Terms and Conditions (Part II), the Maximum Contract Price, the Scope of Services (Appendix B) or the Payment Provisions (Appendix C) and are not authorized to exercise the Options or provide Notices to extend the Contract for the Extension Periods pursuant to Part I, Section 5.3, and that no such change, exercise of the Options or provision of such Notices to extend shall be valid and binding on the Corporation unless and until such change or action has been set forth in writing and executed by the Corporation.

2. The Consultant Team. The Consultant Team is comprised of the following:

<u>Consultant Team Member</u>	<u>Title</u>
a. The Consultant	Program Manager, Lead Consultant
b. TBD	TBD
c. TBD	TBD

3. Program Manager Actions Subject to Project Team Approval. In addition to (a) the specific Approvals required under the Contract including, without limitation, those set forth elsewhere in this Scope of Services, and (b) Program Manager's overall obligation to perform the Services as directed by the Project Team, certain actions to be taken by the Program Manager in connection with the Services including, without limitation, those set forth below, are subject to the Project Team's prior Approval:

- a. finalization of established Program Files to be maintained and Reporting Tasks to be performed by the PM;
- b. admission of an Applicant to the Program;
- c. execution of a Grant Agreement;
- d. generation and use of any Program Templates;
- e. PM approvals of Statements of Work;
- f. PM approvals of Grant Requisitions; and
- g. disbursement of Grants.

III. GENERAL DESCRIPTION OF THE SERVICES

A. **The Services.** The Program Manager shall provide all program management, grant administration and related consulting services necessary to support the Project Team with the creation, implementation, operation, administration and maintenance of the Program, as more specifically set forth in Parts V and VI of this Scope of Services, as directed.

B. **The Tasks.** The Program Manager shall perform the Services as a series of Tasks, many of which will be performed concurrently during the Contract Term as the Program develops and as Brownfield Projects funded, in whole or in part, by Program Grants are conducted.

1. **General Administrative Tasks.** See Part V
2. **Program Development Tasks.** See Part VI.A
3. **Program Implementation Tasks.** See Part VI.B
4. **Program Management/Maintenance Tasks.** See Part VI.C
5. **Statement of Work Approval and Oversight Tasks.** See Part VI.D
6. **Grant Management Tasks.** See Part VI.E
7. **Quality Control Tasks.** See Part VI.F
8. **Program Files and Reporting Tasks.** See Part VI.G
9. **Program Close-Out/Termination Tasks.** See Part VI.H

C. **Program Operations in General.** The Program Manager shall operate the Program in a manner that ensures the timely, smooth and efficient operation and maintenance of the Program, and all aspects thereof. The Program Manager shall analyze, schedule and perform each Task enumerated in Parts V and VI of this Scope of Services, and as otherwise directed, to ensure that critical Program milestones and deadlines are met. The Tasks enumerated in this Scope of Services shall not be deemed to limit the full scope of the Services the Program Manager will be expected to perform in the provision of the Services, all of which are to be performed as the Project Team shall direct from time to time during the Contract Term.

IV. BUDGET CONSTRAINTS

The Program Manager shall perform the Services with the understanding that the total amount of the funds available for the Program (the "Program Funds") including, but not limited to amounts needed to fund the Program exclusive of the amount to be paid the Program Manager, are anticipated to be approximately \$11 Million.

V. GENERAL ADMINISTRATIVE TASKS

A. In furtherance of the Program goals and requirements, the Program Manager shall, as directed:

1. provide continuous liaison with the Corporation, OER, Grantees and other Interested Parties;
2. coordinate contacts among the various Agencies and, as applicable, Utilities during all phases of a Brownfield Project;
3. prepare, coordinate, approve and distribute all reports, minutes of meetings, correspondence, and related materials, as required in the performance of the Services or as directed by the Project Team;
4. prepare minutes of meetings that are formatted to include columns labeled "Action Required by" and "Due Date," noting the individual or entity required to perform any action and the date by which the action must be performed;
5. forward meeting minutes to the Project Team for its review no later than two (2) working days after the meeting;
6. incorporate the Project Team's comments and distribute final minutes to the Project Team and any other attendees, as directed, within two (2) working days after receipt of Project Team's comments;
7. assist the Project Team in coordinating the activities of all Contractors engaged to perform any work or provide any services in connection with the Program;
8. as directed evaluate the performance of each Grantee and Qualified Vendor participating in the Program, which evaluations may be used to evaluate future Grant Applications, Qualified Vendor Applications, Grant awards, Statements of Work and other Program activities;

9. receive and review Grant Requisitions as further detailed in Part VI.E;
10. arrange meetings and presentations as requested by the Project Team, and supply the Project Team with necessary data for these meetings;
11. schedule and coordinate all meetings required in the performance of the Services;
12. provide necessary data and prepare appropriate presentations for such meetings;
13. be available to meet with the Project Team as often as necessary to effectively perform the Services; and
14. prepare and make any submissions necessary or desirable to properly provide the Services to the Project Team, Community Groups, Agencies, Utilities and any other Interested Parties as may be directed by the Project Team.

B. The Program Manager shall not be responsible for means, methods, techniques, sequences and procedures employed by Qualified Vendors and/or Grantees in the performance of their work, but shall be responsible for reviewing Grant Agreements and Qualified Vendor Certification Statements and shall verify that Grantees and Qualified Vendors have outlined in Statements of Work procedures to carry out work in accordance with the Grant Agreement, the Qualified Vendor Certification Statement, the Minimum Performance Standards, the Pricing Schedule, the Program Requirements, all applicable Legal Requirements and all other standard and customary requirements and practices typical and customary in the industry and consistent with industry standards. The Program Manager shall immediately advise the appropriate authorities and the Project Team if it learns of construction means, methods, techniques, sequences and procedures employed by Grantees or Qualified Vendors that are dangerous or, in the opinion of the Program Manager, are not in the best interests of the public, the environment, the Brownfield Project, the Program or the Project Team.

C. The extent of the duties, responsibilities and limitations of authority of the Program Manager as a representative of the Project Team shall not be modified or extended without the written consent of the Project Team, which consent shall not be unreasonably withheld.

VI. SPECIFIC SCOPE OF SERVICES

A. **Program Development Tasks.** The Program Manager shall, in collaboration with the Project Team, develop and finalize the structure of the Program, the Program Templates and Program operations including, without limitation, the following elements, processes and documents:

1. Program Files, including the Tracking Database;
2. Applications;
3. Eligible Services;

4. Grant Agreements;
5. Grant Cap Limits;
6. Minimum Performance Standards;
7. Pricing Schedule;
8. Eligible Costs;
9. Qualified Vendor Requirements;
10. Qualified Vendor Applications;
11. Qualified Vendor Certification Statements;
12. Qualified Vendor List;
13. Requirements for Qualified Vendor Contracts;
14. Requirements for Qualified Vendor Construction Documents;
15. Facilitating relationships between Grantees and Qualified Vendors;
16. Statements of Work;
17. Eligible Costs Estimates;
18. Grant Account earmarks;
19. Statement of Work Reports; and
20. Grant Requisitions.

B. Program Implementation Tasks. In furtherance of this Task, the Program Manager shall implement the elements, processes and documents developed as a result of the performance of the Program Development Tasks and required to initiate Program operations including, without limitation, the following:

1. marketing the Program, to the extent requested;
2. outreach to prospective Applicants and Qualified Vendor Applicants, to the extent requested;
3. making Applications and Qualified Vendor Applications available to prospective Applicants and Qualified Vendor Applicants, respectively;

4. soliciting and maintaining a Qualified Vendor List;
5. implementing approved means and methods for Brownfield Project administration and reporting including, without limitation, the Tracking Database;
6. implementing established procedures related to issuance and execution of Grant Agreements;
7. implementing established procedures related to submission, review and approval of Statements of Work;
8. setting up and maintaining the Grant Account and implementing procedures related to Grant Account funds earmarks;
9. implementing procedures related to Grant Requisitions;
10. implementing procedures related to Grant disbursements;
11. implementing procedures necessary to document Approvals required by the Project Team; and
12. identify and recommend proposed Program improvements to the Project Team; and
13. take all other actions necessary to implement the Program.

C. Program Management/Maintenance Tasks. The Program Manager shall provide all Services necessary to manage, operate and maintain all Program functions including, without limitation, all Program-related financial transactions, in accordance with all Program Requirements. In furtherance thereof, the Program Manager shall:

1. accept and review Applications from prospective Program Applicants;
2. ensure that Program Grants have not already been approved or paid for the same services on the Applicant's property;
3. ensure that Applicants and Brownfield Project Sites are eligible for the Program and for Grants;
4. require Applicants to identify all individuals and entities that are owners and/or developers of a Brownfield Project Site for which a Grant is sought including, without limitation, the Applicants listed in an Application;
5. evaluate Applications;
6. identify and report to the Project Team inaccurate or false information discovered in any Application;
7. answer prospective Applicants' questions regarding the Program;

8. recommend Applicants for admission to the Program;
9. notify Applicants as to whether or not they have been selected to participate in the Program;
10. provide Grant Agreements to approved Applicants;
11. accept and review Grant Agreements executed by Applicants;
12. execute Grant Agreements;
13. enforce and terminate Grant Agreements;
14. determine an Applicant ineligible for, or revoke a Grantee's eligibility for the Program and the receipt of Grants where, for example and without limitation, false or misleading information is discovered in an Application, a Grant Agreement, a Statement of Work Report or a Grant Requisition, or when a Grant Agreement has been breached;
15. if so directed, take initial steps to recapture Grants awarded to a Grantee and/or paid to a Qualified Vendor, and advise the Project Team when the PM's efforts at recapture have failed to permit the Project Team to consider taking legal action to recapture Program funds;
16. accept and review Qualified Vendor Applications including, without limitation, Qualified Vendor Certification Statements;
17. answer prospective Qualified Vendor Applicants' questions regarding the Program;
18. notify Qualified Vendor Applicants as to whether or not they have been awarded Qualified Vendor Status;
19. identify and report inaccurate or false information discovered in any Qualified Vendor Application;
20. identify which Qualified Vendor Applicants should be awarded Qualified Vendor Status;
21. maintain and periodically update the Qualified Vendors List;
22. identify Qualified Vendors for addition or removal from the Qualified Vendor List;
23. communicate any changes in Qualified Vendor Status to Qualified Vendors and, as appropriate, to Grantees;
24. identify and report any false or misleading information set forth in a Qualified Vendor Application, or any Statement of Work Report or Grant Requisition;

25. revoke Qualified Vendor Status issued to Qualified Vendors where, for example and without limitation, such false or misleading information is discovered or where Minimum Performance Standards have not been met;
26. review each Qualified Vendor's eligibility for Qualified Vendor Status both before and after work performed under a Statement of Work;
27. systematize Grantees' use of Qualified Vendors and the Qualified Vendor List in a manner that ensures that all Qualified Vendors are:
 - a. treated equally;
 - b. used on a rotating basis;
 - c. made known to Grantees and, in particular, to Grantees unaccustomed to working with such vendors by providing admitted Applicants with the Qualified Vendor List; and
 - d. not recommended to any Grantee by the Program Manager;
28. take all other actions necessary to manage, operate and maintain the Program.

D. Statement of Work Approval and Oversight Tasks. In connection with that portion of the Program related to the approval of Statements of Work and oversight of the services performed for Grantees by Qualified Vendors, the Program Manager shall:

1. provide limited technical assistance to Grantees during development of Work Plans by Grantees and Qualified Vendors;
2. oversee development of Statements of Work by Grantees and Qualified Vendors;
3. review each proposed Statement of Work for compliance with Minimum Performance Standards, Eligible Services, Pricing Schedule, Eligible Costs and other Program Requirements, and other aspects of the proposed work, such as the proposed work schedule and time for completion of the proposed work;
4. where Remediation Services are proposed for an Enrollment Grant, prior to approval of Statement of Work, obtain Project Team concurrence that there is an OER-approved Remedial Action Work Plan in place for the Brownfield Project and that the Brownfield Project is enrolled in the LBCP;
5. prepare an Eligible Cost Estimate based upon the established Program Pricing Schedule;
6. in the event of discrepancies between the Program Manager's Eligible Cost Estimate and the Estimate prepared and submitted by the Grantee in the Statement of Work, advise the Grantee of the discrepancies and, as appropriate, assist the Grantee's efforts to reconcile the discrepancies;
7. ensure that Grant Cap Limits are not exceeded;
8. prepare and submit Statement of Work summaries to the Project Team and, as may be required, full Statement of Work documentation;

9. approve Statements of Work that comply with Minimum Performance Standards, Pricing Schedule, Eligible Services, Eligible Costs and other Program Requirements including, as applicable, receipt of Project Team Approval;
10. obtain OER Approval of Remediation Grant Statements of Work;
11. notify Grantees as to whether proposed Statements of Work have been approved, rejected or as applicable, cannot be considered without the submission of additional information or revisions;
12. earmark Grant Account funds necessary for Grants for Eligible Costs in approved Statements of Work;
13. direct Grantees and Qualified Vendors to implement work under a Statement of Work in a manner to minimize conflicts and inefficiencies with all Interested Parties engaged in work relating to the Grant and the Brownfield Project;
14. review all modifications to Statements of Work submitted by Grantees during the implementation of the approved Statement of Work;
15. obtain OER Approval of modifications to Remediation Grant Statements of Work;
16. notify Grantees as to whether modifications to Statements of Work have been approved, rejected or, as applicable, cannot be considered without the submission of additional information or revisions;
17. collect and retain Statement of Work Reports from Grantees;
18. verify that Grantees and their Qualified Vendors correct or modify promptly any work that is determined by the Program Manager or the Project Team not to be in accordance with the Statement of Work, Qualified Vendor Contract Documents, the Grant Agreement, Qualified Vendor Certification Statement any applicable Legal Requirements or any Program Requirements; and
19. take all other actions necessary to operate this aspect of the Program.

E. Grant Management and Other Financial Tasks. In consultation with the Project Team, the Program Manager shall provide all Services necessary to develop, implement, manage, operate and maintain all financial aspects of the Program including, without limitation, those related to administration, award and disbursements of Program Grants. In furtherance thereof, the Program Manager shall:

1. act as conduit of Program Funds provided by the Corporation and awarded to Grantees;
2. review Statement of Work Reports and Grant Requisitions for accuracy and completeness;

3. notify Grantees, as applicable, when Grant Requisitions cannot be considered without the submission of additional information or revisions;
4. obtain OER Approvals of Grant Requisitions related to Remediation Grants;
3. reject Grant Requisitions that are not accurate and complete;
4. ensure that Grant Cap Limits are not exceeded;
5. certify, forward and recommend payment of Grant Requisitions to the Project Team, taking into account and notifying the Project Team of any set off that may be retained from the Pre-Development Design, Investigation and Remediation Grants and the reasons therefor;
6. notify the Project Team of Services rendered by the PM for Technical Assistance Grant administration and disbursement;
7. ensure prompt disbursement of Grants to Qualified Vendors;
8. advise the Project Team of the time required to make a disbursement; and
9. take all other actions necessary to operate this aspect of the Program.

F. Quality Control Tasks. In consultation with Project Team, the Program Manager shall:

1. periodically assess and report the quality of work performed by Qualified Vendors to the Project Team;
2. maintain the Tracking Database including, without limitation, that portion of the database utilized to track Qualified Vendor performance;
3. evaluate Grantee satisfaction with the Program;4. evaluate the timeliness of Program administration;
5. make recommendations to the Project Team aimed at improving Program efficiency and quality;
6. institute any recommended improvements approved by the Project Team; and
7. take all other actions necessary to assure Program efficiency and quality.

G. Program Files and Reporting Tasks. In consultation with the Project Team, the Program Manager shall:

1. maintain all Program Files, Work Product and other Program-related materials, as directed, in the Tracking Database, and, if so directed, as hard copies, which materials shall include, without limitation, the following:

- a. records of Program activities;
 - b. records of Grant distributions;
 - c. Grant Account status reports; and
 - d. Qualified Vendor List records;
2. provide or make available to the Project Team electronic or hard copies of all Program Files, Work Product or other Program-related materials within twenty-four (24) hours, or as otherwise directed, upon request;
3. prepare and submit written reports to the Project Team in a timely manner for each Reporting Period established by the Project Team and including such content as the Project Team shall direct, which reports are anticipated to include:
- a. a monthly report summarizing all Program activities and other matters related to the Program's performance,
 - b. a full Annual report of all Program activities and other matters related to the Program's performance, and
 - c. other reports as required by the Project Team, including reports required by New York City Council; and
4. take all other actions deemed necessary by the Project Team to generate, process, maintain and make available all Program Files, Work Product and other Program-related materials.

The Project Team does not anticipate that the Project Manager will be required to collect, record and/or maintain Brownfield Project Files, but it may require the PM to collect, record and maintain certain data related to Brownfield Projects that may be contained in or derived from Brownfield Project Files.

H. Program Close-out/Termination Tasks. In addition to and without limiting any other obligations the Program Manager may have pursuant to the Contract, the Program Manager shall upon the termination or conclusion of the Program, or termination or conclusion of this Contract, deliver to the Project Team, as directed, all Program Files, Work Product and other Program-related materials including, without limitation, the following:

- 1. final list(s) of:
 - a. Applicants;
 - b. Applicants and Grantees who have been identified as ineligible for the Program;
 - c. Brownfield Project Sites;
 - d. Qualified Vendor Applicants;
 - e. Qualified Vendors placed on the Qualified Vendor List;
 - f. Qualified Vendor Certification Statements;
 - g. Qualified Vendors removed from the Qualified Vendor List;
 - h. Grantees;
 - i. Grant Agreements;
 - j. Statements of Work;
 - k. Statement of Work Reports;
 - l. Qualified Vendor Construction Documents;
 - m. Grant Requisitions;

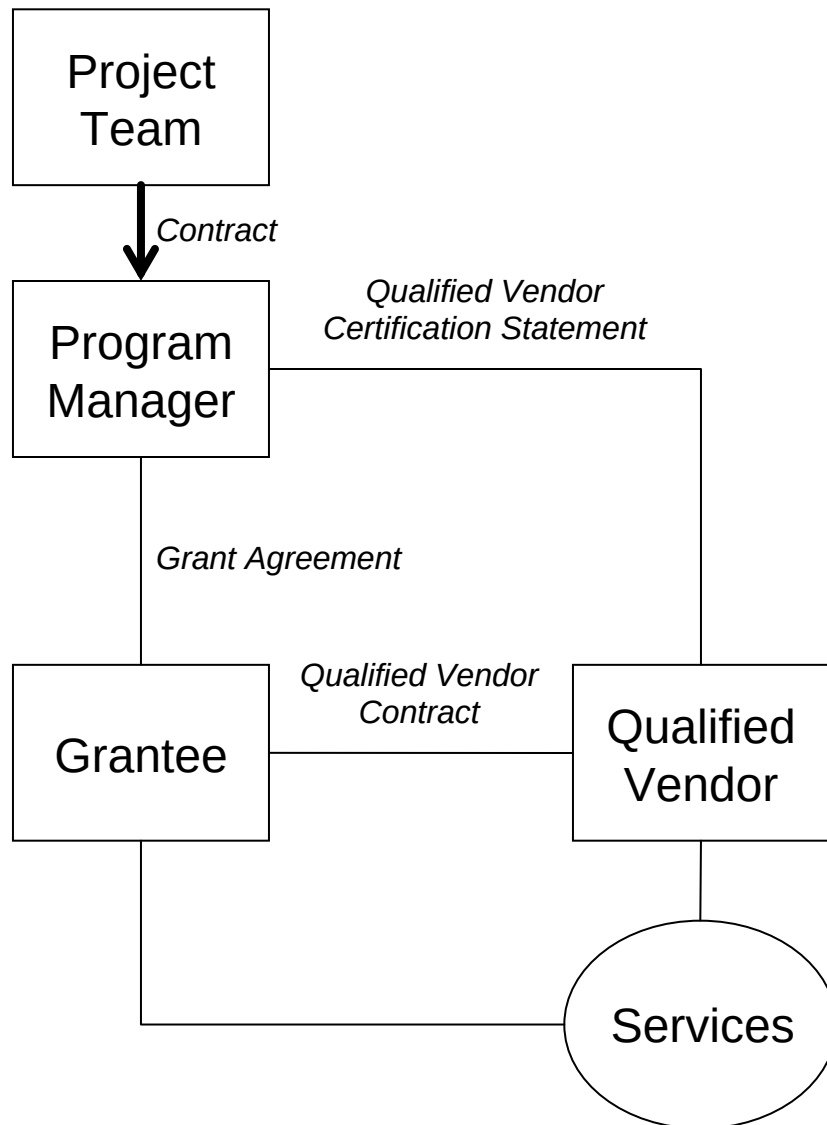
- n. Brownfield Project invoices; and
 - o. Grant disbursements submitted, processed and/or paid in connection with the Program to date;
- 2. all final reports related to Brownfield Projects completed under the Program; and
 - 3. all reports related to Brownfield Projects still in progress.

VII. ALLOWABLE ADDITIONAL SERVICES

The Program Manager may be directed to and shall perform Allowable Additional Services from time to time during the Contract Term, as directed.

EXHIBIT 1 TO APPENDIX B

PROGRAM STRUCTURE



APPENDIX C

PAYMENTS

APPENDIX C

PAYMENTS

Subject to and in accordance with all the terms and conditions of the Contract including, without limitation, Article 2 of the General Terms and Conditions (Part II) and the Program Requirements, the Corporation shall compensate the Consultant for its performance of the Services as follows:

1. Maximum Annual Amount Installment Payments (First Year of Contract Term Only).

For the first twelve-month period following the Commencement Date (the “First Contract Year”), the Corporation will pay the Consultant a maximum annual amount (the “Maximum Annual Amount”) set forth in the Maximum Annual Payment Schedule annexed as **Exhibit 1.1** to this Appendix C. The Maximum Annual Amount will be paid to the Consultant in monthly installments in payment for that Portion of the Services that are provided by the Consultant pursuant to the Contract for the First Contract Year that are not paid for in accordance with Sections 2 – 3 inclusive of this Appendix C. Except as may otherwise be agreed to by the Corporation, the Maximum Annual Payment shall include all of the Consultant’s expenses in connection with **all** Services provided by the Consultant under the Contract that are not paid for in accordance with Sections 2 – 3 inclusive of this Appendix C, including, without limitation, any Subcontractors’ Costs. After the First Contract Year, it is anticipated that all payments to the Consultant will be Grant Percentage Payments.

2. Grant Percentage Payments. The Consultant will receive a percentage (the “Maximum Grant Percentage”) of the amount of each Grant Requisition the Project Team has approved in accordance with the schedule of maximum percentages (the “Maximum Grant Percentage Schedule”) annexed as **Exhibit 1.2** to this Appendix C.

Program participants undertaking certain Preferred Development Projects may receive additional Program funds equal to the amount of the permitted set offs to ensure these participants receive the full amount of the Grant. In such instances, the Grant Percentage Payment due to the Program Manager will be based on the amount of the Grant, excluding these additional funds.

All Grant awards may be reduced in the event and to the extent a Grantee contributes its own funds to pay for Eligible Services for which a Grant has been awarded. In such event, the Grant Percentage Payment due to the Program Manager will be based upon the reduced amount.

3. Extra Work Payments. Subject to Section 1.5.2 of the General Terms and Conditions (Part II), payment for Extra Work or Allowable Additional Services shall be made on the basis of the Consultant’s Staff and Fee Schedule annexed as **Exhibit 1.3** to this Appendix C. On or before commencing Extra Work or Allowable Additional Services, the Consultant shall provide to the Director an estimate of the number of hours members of the Consultant’s staff, as set forth on the annexed Staff and Fee Schedule (**Exhibit 1.3**), and its Principal, are anticipated to spend providing the Services. Such estimate shall be subject to the Director’s approval.

4. Time of Payment. The Consultant will be paid in arrears, in monthly installments, commencing on the last day of the month occurring one (1) month immediately succeeding the Commencement Date (the “Initial Payment Date”) and continuing thereafter every month succeeding the Initial Payment Date throughout the Contract Term, subject to the Consultant’s

submission of Requisitions in proper form, together with all supporting documents the Corporation may require.

5. **Requisitions.**

a. In order to receive payment for Services, the Consultant will be required to submit a Requisition to the Corporation's **Accounts Payable Department**, not more than once per month, a Requisition setting forth in detail, for the period for which payment is requested, the following:

- i. a description of the specific Services performed by Consultant's Principal and by its professional and technical staff during the billing period, broken down by type of payment (*e.g.*, Maximum Annual Amount Installment Payment, Grant Percentage Payment, , Extra Work Payment);
- ii. the percentage of the Maximum Annual Amount requested for the billing period;
- iii. an itemized list of the Grant Requisitions approved for Payment during the billing period, which list must identify for each Grant:
 - the type of Grant
 - the applicable Maximum Grant Percentage
 - the identity of the Grantee and each of the Grantee's Qualified Vendors
 - the amount to be paid to the Grantee's Qualified Vendors
 - the amount to be paid to the Program Manager per Grant;
- iv. the total amount of Grant Percentage Payments requested to be paid to the Consultant for the billing period;
- v. the total amount of Grant Funds requested to be paid to all Grantees' Qualified Vendors for the billing period;
- vi. the number of hours worked by each such Principal and its professional and technical staff in connection with Extra Work/Allowable Additional Services performed during the billing period;
- vii. the applicable billing rate and multiplier, if any, for each staff member and the Principal that performed such Extra Work/Allowable Additional Services;
- viii. Subcontractors' Costs incurred during the billing period;
- ix. the total Extra Work Payment claimed for the billing period;
- x. all requisite back-up documentation/evidence of OER Approvals of payment;
- xi. the total payment requested to pay the Consultant for all Services for the billing period; and

xiv. a representation and warranty that, except as set forth in the Requisition, the representations and warranties made by the Consultant in Article 7 of the Contract are true and correct as of the date of the Requisition as if made on the date of the Requisition.

b. Requisitions may not be submitted more than once per month. All Requisitions shall be subject to NYCEDC's review, verification and approval, and all payments shall be conditioned upon NYCEDC's determination that all Services have been performed satisfactorily and in accordance with the terms of the Contract.

c. Maximum Annual Amount Installment Payments, Grant Percentage Payments, Technical Assistance Payments and Extra Work Payments determined to be due and payable to the Consultant will be paid into the account listed in the EFT Enrollment Form that must be completed and returned to the Corporation prior to Consultant's submission of its first Requisition. A copy of the EFT Enrollment Form is attached as **Exhibit 2** to this Appendix C.

d. Amounts determined to be due and payable to a Grantee's Qualified Vendors will be paid into the Grant Account to be opened and maintained by the Consultant, as described in greater detail in Part I, Section 5.2 of the Contract.

e. In addition, the Consultant shall submit Progress Reports to the Director at least monthly or in accordance with any other schedule approved by the Director, or at the Director's request. Such Progress Reports shall clearly state the reasons for any actual or anticipated delays in completion of the Services.

EXHIBIT 1.1 TO APPENDIX C

MAXIMUM ANNUAL PAYMENT SCHEDULE

First Contract Year	Maximum Annual Payment*
(January 1, 2010 – December 31, 2010)	\$

* Exclusive of payments described in Sections 2 – 3, inclusive of this Appendix C

EXHIBIT 1.2 TO APPENDIX C

MAXIMUM GRANT PERCENTAGE SCHEDULE

Type of Grant	Maximum Percentage Payment
Pre-Development Design Grants	
Investigation Grants	
Remediation Grants	
Technical Assistance Grants*	

* Other than certain Grants to Preferred Development Projects

EXHIBIT 1.3 TO APPENDIX C

STAFF AND FEE SCHEDULE

Position	Name	Hourly Rate	Multiplier	Estimated # of days	Estimated Maximum Payment

EXHIBIT 2 TO APPENDIX C
EFT ENROLLMENT FORM



New York City
Economic Development
Corporation

NEW YORK CITY ECONOMIC DEVELOPMENT CORPORATION

DIRECT DEPOSIT/ELECTRONIC FUNDS TRANSFER (EFT)

VENDOR PAYMENT ENROLLMENT FORM

INSTRUCTIONS: Please complete all sections of this Enrollment Form and attach a voided check or a copy of an encoded deposit slip that includes an imprinted vendor's name. See the reverse side for more information and instructions.

Mail to: New York City Economic Development Corporation, 110 William Street, 4th Floor, New York, NY 10038
Attention: Christine Nicastro or Fax to: 212-312-3914

SECTION I – VENDOR INFORMATION

1. SOCIAL SECURITY NUMBER OR TAXPAYER ID NUMBER:
(AS IT APPEARS ON W-9 FORM)

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2. VENDOR NAME (AS IT APPEARS ON W-9 FORM);
(AS IT APPEARS ON W-9 FORM)

3. VENDOR'S PRIMARY ADDRESS:

4. VENDOR'S EMAIL ADDRESS:

5. CONTACT PERSON NAME:

6. CONTACT PERSON TELEPHONE NUMBER:

SECTION II – FINANCIAL INSTITUTION INFORMATION

1. BANK ACCOUNT NUMBER:

2. ACCOUNT NAME:

3. BANK NAME:

4. BANK BRANCH ADDRESS:

5. ROUTING TRANSIT NUMBER:
(LOCATED AT THE BOTTOM OF YOUR CHECK)

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6. ACCOUNTING TYPE: (CHECK ONE)

☐

CHECKING

☐

SAVINGS

7. DIRECT DEPOSIT/ACH/EFT COORDINATOR'S NAME:

8. TELEPHONE NUMBER:

SECTION III – VENDOR SIGNATURE

VENDOR SIGNATURE

PRINT NAME

DATE



New York City
Economic Development
Corporation

NEW YORK CITY ECONOMIC DEVELOPMENT CORPORATION

DIRECT DEPOSIT/ELECTRONIC FUNDS TRANSFER (EFT)

VENDOR PAYMENT ENROLLMENT FORM

GENERAL INSTRUCTIONS

Please complete all sections of the Direct Deposit EFT Enrollment Application and forward the completed application along with a voided check or a copy of an encoded deposit slip that includes an imprinted vendor's name to:

New York City Economic Development Corporation, 110 William St.,
New York, NY 10038 – Attention: Christine Nicastro or Fax to: 212-312-3914.

SECTION I – VENDOR INFORMATION

1. Enter the vendor's social security number or taxpayer ID number, the 9-digit number reported on the W-9 form.
2. Provide the name of the vendor (as it appears on the W-9).
3. Enter the vendor's complete address for EFT correspondence associated with this account.
4. Provide the vendor's e-mail address, if you have one.
5. Indicate the name and telephone number of the vendor's contact person. (If you are enrolling yourself individually, you are the contact person).

SECTION II – FINANCIAL INSTITUTION INFORMATION

1. Indicate the vendor's bank account number.
2. Indicate the vendor's account name.
3. Provide bank's name.
4. Provide the complete address of your bank.
5. Indicate 9-digit routing (ABA) transit number (located on the bottom of your check).
6. Indicate type of account: (Check one box only).
7. List name and telephone number of your bank's Direct Deposit/EFT Coordinator.

SECTION III – VENDOR SIGNATURE

Sign and date where indicated.

APPENDIX D

**FORM OF CERTIFIED STATEMENT REGARDING
USE OF NON-ORIGINAL MATERIALS**

APPENDIX D

**FORM OF CERTIFIED STATEMENT REGARDING
USE OF NON-ORIGINAL MATERIALS**

STATE OF _____)
) ss.:
COUNTY OF _____)

The undersigned, being first duly sworn, deposes and states as follows:

1. I am the Principal of the Consultant named below in connection with the contract (the "Contract") identified below between the Consultant and New York City Economic Development Corporation ("NYCEDC").
2. I make this affidavit pursuant to Section 5.2.6(iii) of the Contract to verify certain information regarding non-original materials included in the Work Product (as defined in the Contract) furnished by the Consultant to NYCEDC pursuant to the Contract.
3. I hereby certify that the information set forth on the "List of Rights, Limitations and Requirements Regarding the Use and Display of Non-Original Materials Included in Consultant's Work Product" (the "Non-Original Materials List") annexed hereto and made a part hereof, and the licenses, releases, permissions, clearances and other documents (collectively, the "Licenses") annexed thereto, are complete, true and accurate as of the date of this affidavit, and I acknowledge and understand that NYCEDC shall rely thereon in connection with any use and display of such materials.
4. In particular, I hereby certify that the annexed Non-Original Materials List and Licenses set forth (i) all non-original materials included in Consultant's Work Product; (ii) all information as to the source of such materials; (iii) all information as to any durational limitations on use of such materials; (iv) all requirements as to notices that must be displayed in connection with display, including the specific owner of the rights to be credited; and (v) all other limitations on the use and display under the Licenses.

Dated: _____ Signature: _____

Consultant: _____ Printed Name: _____

NYCEDC Contract No.: _____ Title: _____

Sworn to before me this _____

day of _____, 20____

Notary Public

**LIST OF RIGHTS, LIMITATIONS AND REQUIREMENTS
REGARDING THE USE AND DISPLAY OF NON-ORIGINAL MATERIALS
INCLUDED IN CONSULTANT'S WORK PRODUCT**

[illegible]

APPENDIX E

INSURANCE REQUIREMENTS

- 1. Required Policies and Amounts**
- 2. Additional Insureds**
- 3. Required Provisions**
- 4. Sample Form of Insurance Certificate**

APPENDIX E

INSURANCE REQUIREMENTS

1. Required Policies and Amounts

Workers' Compensation/
Disability Benefits:

In statutory amounts

Employer's Liability:

The greater of statutory amounts or \$1,000,000

Commercial General
Liability (including Owner's
Protective Liability):

The minimum combined single limit per occurrence shall be \$1,000,000, with an annual aggregate of not less than \$2,000,000 in the aggregate

The maximum deductible or self-insured retention ("SIR") for the Commercial General Liability policy shall be \$10,000

Automobile Liability:

\$1,000,000

Umbrella/Excess Liability:

On a per occurrence and aggregate basis, and shall be excess of primary general, automobile and employer's primary liability limits

If the Consultant or any of its Subcontractors is performing professional services in its capacity as a professional, including as may be evidenced by a license to practice that profession, the Consultant or its Subcontractors shall purchase and maintain additional insurance of the following type and in the following amount in connection with the performance of the Services and any work incidental thereto:

Professional Liability/Errors &
Omissions Insurance:

Professional liability ("PL") and/or errors and omissions ("E & O") insurance policies shall be written with a minimum amount of \$1,000,000 per claim and \$2,000,000 in the aggregate.

If the Consultant cancels its PL or E & O policy during, or lets its PL or E & O policy coverage lapse after, the policy period in which the term for services under the Consultant Contract ends, the Consultant must obtain tail coverage, or an extended reporting period endorsement, that extends coverage of the professional liability insurance for a period of at least three years.

APPENDIX E

INSURANCE REQUIREMENTS

2. Additional Insureds

For the purposes of this Contract and the requirements of Article 6 thereof including, without limitation, Section 6.3.3 (iii), the term “Additional Insureds” shall include the following individuals and entities:

NYCEDC
The City of New York

and such other entities and individuals as the Corporation may direct from time to time.

APPENDIX E

INSURANCE REQUIREMENTS

3. Required Provisions

The policies required under Section 6.3.8(ii) of the Contract shall contain the following provisions, if available:

“A. Notices from the insurer (the “Insurer”) to the New York City Economic Development Corporation (the “Corporation”) and the City of New York (the “City”), in connection with this policy, shall be addressed to the General Counsel, New York City Economic Development Corporation, at 110 William Street, New York, New York 10038 (with a copy to the Corporation’s Contract Administrator at the same address), and to the Commissioner, New York City Department of Small Business Services, at 110 William Street, New York, New York 10038 or such other addresses as may be specified by the Corporation;

B. The Insurer shall accept notice of accident from the Corporation or the City, within 120 days after receipt by an official of such Additional Insured (as identified in Appendix E of the Contract between the Corporation and the Consultant to which this policy applies) of notice of such accident as valid and timely notice under this policy;

C. The Insurer shall accept notice of claim from the City within 120 days after such claim has been filed with the Comptroller of the City and notice of claim from the Corporation, within 120 days after receipt by such party as valid and timely notice under this policy;

D. Notice of accident or claim to the Insurer by the Consultant, the Corporation or the City shall be deemed notice by all under this policy;

E. This policy shall not be canceled, terminated or modified by the Insurer or the Consultant unless 30 days prior written notice is sent by registered mail to the Corporation or the City;

F. The presence of engineers, inspectors or other employees or agents of the Consultant, the Corporation or the City at the site of the Services performed by the Consultant shall not invalidate this policy of insurance;

G. Violation of any of the terms of any other policy issued by the Insurer to the Consultant or a subcontractor of the Consultant shall not invalidate this policy; and

H. Insurance, if any, carried by the Corporation, the City or the Additional Insureds will not be called upon to contribute to a loss that would otherwise be paid by the Insurer. ”

APPENDIX E

INSURANCE REQUIREMENTS

4. Sample Form of Insurance Certificate

ACORD. CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

11/11/11

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

Insurance Broker's Name
Address

COMPANIES AFFORDING COVERAGE

COMPANY LETTER **A** General Liability Company

COMPANY LETTER **B** Auto Liability Company

COMPANY LETTER **C** State Insurance Fund

COMPANY LETTER **D** Professional Liability Company

COMPANY LETTER **E** Builders Risk Company

INSURED

Your Firm's Name
Address

COVERAGES

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

CO TR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	S GENERAL LIABILITY A ☒ COMMERCIAL GENERAL LIABILITY CLAIMS MADE OCCUR. OWNER'S & CONTRACTOR'S PROT. ☒ Additional Insureds—City of New York; New York City Economic Development Corp.; and Apple Industrial Development Corp.	Insurance Policy #	11/11/11	22/22/22	GENERAL AGGREGATE \$ 2,000,000 PRODUCTS-COMP/OP AGG. \$ PERSONAL & ADV. INJURY \$ EACH OCCURRENCE \$ 1,000,000 FIRE DAMAGE (Any one fire) \$ MED. EXPENSE (Any one person) \$
	B AUTOMOBILE LIABILITY ☒ ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY	Insurance Policy # M	11/11/11	22/22/22	COMBINED SINGLE LIMIT \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
	L EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
	C WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY	Insurance Policy #	11/11/11	22/22/22	☒ STATUTORY LIMITS EACH ACCIDENT \$ DISEASE—POLICY LIMIT \$ DISEASE—EACH EMPLOYEE \$

OTHER

D Professional Liability (Consultant Contracts Only) F Owner's Protective (construction contracts only)*
E Builders Risk (Construction Contracts Only) *In very limited situations, we will require Owner's Protective.

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

Referenced Project: Contract #1000000
Name of Project - Type of Project

CERTIFICATE HOLDER

New York City Economic Development Corp.
110 William Street, 6th Floor
New York, NY 10038
Attention: Contract Administration

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

SIGNATURE HERE,....

ACORD 25-S (7/90)

©ACORD CORPORATION 1990

APPENDIX F
EQUAL EMPLOYMENT AND AFFIRMATIVE
COMPLIANCE FOR NON-CONSTRUCTION
CONTRACTS ADDENDUM
[E.O. 50 SUPPLY AND SERVICE RIDER]

APPENDIX F

E.O. 50 SUPPLY & SERVICE RIDER

EQUAL EMPLOYMENT OPPORTUNITY

[Note: for purposes of this rider, the “contractor” means the Consultant identified in this Contract]

This contract is subject to the requirements of Executive Order No. 50 (April 25, 1980) (§10-14) as revised (“E.O. 50”) and the Rules and Regulations promulgated thereunder. No contract will be awarded unless and until these requirements have been complied with in their entirety. By signing this contract, the contractor agrees that it:

- (1) will not discriminate unlawfully against any employee or applicant for employment because of race, creed, color, national origin, sex, age, handicap, marital status, sexual orientation or citizenship status with respect to all employment decisions including, but not limited to, recruitment, hiring, upgrading, demotion, downgrading, transfer, training, rates of pay or other forms of compensation, layoff, termination, and all other terms and conditions of employment;
- (2) will not discriminate in the selection of subcontractors on the basis of the owner’s, partners’ or shareholders’ race, color, creed, national origin, sex, age, handicap, marital status or sexual orientation or citizenship status;
- (3) will state in all solicitations or advertisements for employees placed by or on behalf of the contractor that all qualified applicants will receive consideration for employment without regard to race, creed, color, national origin, sex, age, handicap, marital status, sexual orientation or citizenship status, or it is an equal employment opportunity employer;
- (4) will send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or memorandum of understanding, written notification of its equal employment opportunity commitments under E.O. 50 (§10-14) and the rules and regulations promulgated thereunder; and
- (5) will furnish before the contract is awarded all information and reports including an Employment Report which are required by E.O. 50 (§10-14), the rules and regulations promulgated thereunder, and orders of the Director of the Division of Labor Services (the “Division”). Copies of all required reports are available upon request from the contracting agency; and
- (6) will permit the Division to have access to all relevant books, records and accounts for the purposes of investigation to ascertain compliance with such rules, regulations, and orders.

The contractor understands that in the event of its noncompliance with the nondiscrimination clauses of this contract or with any such rules, regulations, or orders, such noncompliance shall

constitute a material breach of the contract and noncompliance with E.O. 50 (§10-14) and the rules and regulations promulgated thereunder. After a hearing held pursuant to the rules of the Division, the Director may direct the imposition by the contracting agency head of any or all of the following sanctions:

- (i) disapproval of the contractor;
- (ii) suspension or termination of the contract;
- (iii) declaring the contractor in default; or
- (iv) in lieu of any of the foregoing sanctions, the Director may impose an employment program.

The Director of the Division may recommend to the contracting agency head that a contractor who has repeatedly failed to comply with E.O. 50 (§10-14) and the rules and regulations promulgated thereunder be determined to be nonresponsible.

The contractor agrees to include the provisions of the foregoing paragraphs in every subcontract or purchase order in excess of New York City's small purchase limit established by rule of New York City's Procurement Policy Board to which it becomes a party unless exempted by E.O. 50 (§10-14) and the rules and regulations promulgated thereunder, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Director of the Division of Labor Services as a means of enforcing such provisions including sanctions for noncompliance.

The contractor further agrees that it will refrain from entering into any contract or contract modification subject to E.O. 50 (§10-14) and the rules and regulations promulgated thereunder with a subcontractor who is not in compliance with the requirements of E.O. 50 (§10-14) and the rules and regulations promulgated thereunder.

APPENDIX G

E.O. 50 EMPLOYMENT REPORT FORM

The Consultant shall complete and submit, and if applicable, shall require its Subcontractors to complete and submit, Employment Reports (as required by E.O. 50) to the Corporation which can be found at www.nycedc.com in the following section (as set forth below):

“ProjectsOpportunities/WorkingWithNYCEDC/VendexOtherForms”.

If the Consultant cannot access or download these forms, the Corporation will, upon request, send the Consultant the required forms.

Non-Construction Consulting Contracts

Non-construction consulting contracts require a Supply & Service employment report. Generally, the “under 50 employees” form should be used by companies with fewer than 50 employees, and the longer “full form” should be used for companies with more than 50 employees. Please refer to the Supply & Service instructions document to learn more about the forms.

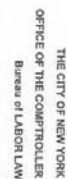
[Supply & Service Employment Report Instructions](#) (PDF 273 KB)

[Supply & Service – under 50 employees](#) (PDF 18 KB)

[Supply & Service – full form](#) (PDF 142 KB)

APPENDIX H

E.O. 50 PAYROLL REPORT FORM AND INSTRUCTIONS



PAYROLL REPORT
(TO BE SUBMITTED WITH REQUISITION FOR PAYMENT)

NAME OF CONTRACTOR/RENTAL CONTRACTOR		ADDRESS		PHONE No.	PAYROLL No.
CONTRACT REG. NO.	JOB CODE	WEEK ENDING DATE	PROJECT NAME & LOCATION		TAX ID No.

(1)	(2)	(3)	(4)							(5)	(6)	(7)	(8)	(9)		(10)	(11)	(12)	(13)
NAME ADDRESS SOCIAL SECURITY NO.	LAST NAME & FIRST NAME ADDRESS SOCIAL SECURITY NO.	T I M E	DAY AND DATE							TOTAL HOURS	BASE RATE OF PAY PER HOUR	TOTAL BASE PAY	RATE PER HOUR (Local # if Union is Checked)	TOTAL PAID	GROSS PAY	TOTAL TAX & OTHER DEDUCTIONS	NET PAY		
			HOURS WORKED EACH DAY																
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I hereby certify that the above information represents wages and supplemental benefits paid to all persons employed by my firm for construction work upon the above project during the period shown. I understand that the Agency relies upon the information as being complete and accurate in making payments to the undersigned.

SIGNATURE _____

NAME (Print)

TITLE

DATE _____

.20

INSTRUCTIONS FOR PREPARING AND SUBMITTAL OF A PAYROLL REPORT

1. All persons who perform any on-site construction activity, during the period of requisition, shall be listed on the Payroll Report.
2. Separate Payroll Reports shall be submitted by the prime contractor and each sub-contractor who performs any on-site construction activity during the period of the requisition.
3. Failure to provide the required Payroll Report may result in the requisition for payment being returned unpaid or the payment reduced.
4. **PAYROLL REPORT HEADING:** The spaces between the first set of double lines shall be referred to as the Payroll Report Heading and shall require the following information:

NAME OF CONTRACTOR / SUB-CONTRACTOR: Circle either the word CONTRACTOR or SUB-CONTRACTOR as applicable. The legal name of the firm submitting the Payroll Report shall be placed immediately below this designation.

ADDRESS: Insert the current address (i.e. Street, City, State & Zip Code) of the firm submitting the Payroll Report.

PHONE No.: Enter the telephone number of the firm in the space provided.

PAYROLL No.: In the space provided, enter the Payroll Number of the Contractor or Sub-Contractor.

CONTRACT REG. No.: Enter the Contract Registration Number here. This may be obtained from the "Notice of Award" and / or the "Order to Commence Work" letters.

JOB CODE: In the space provided enter the Contractor/ Sub-Contractor's in-house labor distribution code or job number where applicable.

WEEK ENDING - DATE: In the space provided enter the last date of the payweek (i.e. month, day, year).

PROJECT NAME & LOCATION: In this space enter the Project Name & Location where contract work is being performed.

TAX I.D. No.: Enter in this space the Federal Tax Identification Number of the Contractor or Sub-Contractor as applicable.

5. For every employee who performs any on-site construction activity during the period of the Payroll Report, the following information shall be provided:

- 1) **NAME, ADDRESS, SOCIAL SECURITY NO.:** The legal name, current address and social security number of each employee.
- 2) **LIST TRADE & CIRCLE WORK CLASSIFICATION:** Specify & insert the Trade applicable to the work performed by each employee. The Trade identified must be one listed on the Prevailing Wage & Supplemental Benefits Schedule of the Comptroller. Circle the letter J if the individual is a Journeyman, the letter A if the person is a Registered Apprentice with the Department of Labor of the State of New York, or the letter H if the person is a Helper and listed as such against the appropriate Trade on the Comptroller's Schedule of Prevailing Wages.
- 3) **TIME:** RT relates to Regular Time, and OT relates to Over Time.
- 4) **DAY AND DATE:** Below this heading, in the first row enter the appropriate sequence of the contractor's pay records. MTWTFSS, for example, is the sequence to use if the workweek ends on a Sunday and SSMWTF is the sequence if the workweek ends on a Friday. In the second row, below each letter representing the day of the payweek, insert the corresponding date. Below the heading HOURS WORKED EACH DAY at the intersection of the column of the particular day and date and the horizontal row of the employee's name, insert the hours worked each day in the appropriate Box either for RT (Regular Time) and / or OT (Over Time). If an employee worked Shift Time the RT (Regular Time) row shall be used and adjusted accordingly.
- 5) **TOTAL HOURS:** Sum the hours worked for Regular and / or Shift Time, the hours worked Overtime, and enter separate totals in this column.
- 6) **BASE RATE OF PAY PER HOUR:** Specify the actual base rate of pay per hour paid to the employee. Do not include supplemental benefits in this amount.
- 7) **TOTAL BASE PAY:** Total amount earned by the employee, not including benefits.

SUPPLEMENTAL BENEFITS:

- 8) **RATE PER HOUR:** Amount of Supplemental Benefits paid / provided per hour.
- 9) **TO:** Place a check mark in the appropriate box: U for Union, E for Employee if benefits paid in cash (or check) directly to the Employee or O for other, if benefits otherwise paid / provided. If U is checked you must insert the "Local" number of the union in that box.
- 10) **TOTAL PAID:** Total amount of Supplemental Benefits paid / provided for the payweek.
- 11) **GROSS PAY:** Total amount earned for payweek. This amount comprises the Total Base Pay plus any benefit paid in cash (or check) directly to the employee (i.e. column (7) + column (9) E if Box E is checked and payment made directly to employee). No other type of benefit must be included in this column's total.
- 12) **TOTAL TAX AND OTHER DEDUCTIONS:** Enter the sum total of all deductions in this column (including FICA, Federal, State & City Taxes, etc.). This does not absolve you from maintaining appropriate tax & other records required by law).
- 13) **NET PAY:** Total amount of pay after all deductions (i.e. the actual Take-Home Pay).

APPENDIX I
OUTSIDE FUNDING SOURCES

INTENTIONALLY DELETED

APPENDIX J
STANDARD FEDERAL REQUIREMENTS

INTENTIONALLY DELETED

APPENDIX K
STANDARD STATE CLAUSES

INTENTIONALLY DELETED

APPENDIX L

CONSULTANT'S M/WBE UTILIZATION PLAN

CONSULTANT'S M/WBE UTILIZATION PLAN

Contractor:

Total Percentage of Work to be Subcontracted:

Identify all MBE or WBE Subcontractors to be hired for Subcontracts less than \$1,000,000 [List Firm Name & Address]	MBE or WBE?	Services/Work to be Performed or Materials to be Supplied	Anticipated Time Frame (Start & End Date)	Tax Number/EIN	Phone Number	Fax Number	M/WBE Participation Dollar Value	Percentage of Participation Among All Subcontracts Less than \$1,000,000
Overall Dollar Value of Proposal:						\$		
Target Subcontracting Percentage:						%		
Total Dollar Value of Target Subcontracting Percentage (<i>Overall Dollar Value of Proposal multiplied by the Target Subcontracting Percentage</i>):						\$		
Participation Goal:						%		
Total Dollar Value of Participation Goal (<i>Total Dollar Value of Target Subcontracting Percentage multiplied by the Participation Goal</i>):						\$		

Signature: _____	Date: _____
Printed Name: _____	Title: _____

APPENDIX M

DOING BUSINESS DATA FORM

The Consultant shall complete and submit a Doing Business Data Form which can be found at <http://www.nycedc.com> in the following section (as set forth below):

“ProjectsOpportunities/WorkingWithNYCEDC/VendexOtherForms”.

If the Consultant cannot access or download these forms, the Corporation may, upon request, send the Consultant the required forms.

DOING BUSINESS ACCOUNTABILITY PROJECT FORMS

Local Law 34 of 2007 (LL 34) requires the creation of a database containing information about entities that do business with the City as defined by the law, and principal officers, owners and senior managers of these entities. This information will be collected on Doing Business Data Forms that are distributed, collected and reviewed by agencies, and forwarded to the Doing Business Accountability Project (DBAP) at MOCS for processing. Collected data will be used to identify entities and people who are subject to LL 34’s limitations on campaign contributions in municipal elections.

If you have any questions or concerns, please contact the **Doing Business Accountability Project** at 212-788-8104 or DoingBusiness@cityhall.nyc.gov.

 [Doing Business Form](#) (829 KB)

 [Doing Business Form-Real Property](#) (953 KB)

 [Q&A General](#) (35 KB)

 [Q&A Real Property](#) (35 KB)

**NEW YORK CITY ECONOMIC DEVELOPMENT CORPORATION
NYC BROWNFIELD FINANCIAL INCENTIVE PROGRAM
REQUEST FOR PROPOSALS
FOR THE PROVISION OF PROGRAM MANAGEMENT,
GRANT ADMINISTRATION AND RELATED CONSULTING SERVICES
NYCEDC CONTRACT NO. 36920001
PROJECT CODE NO. 3692**

**EXHIBIT 2
TO
REQUEST FOR PROPOSALS**

**RESPONDENT'S PROPOSAL CERTIFICATION FORM
AND
FEE AND COST SCHEDULES**

**NEW YORK CITY ECONOMIC DEVELOPMENT CORPORATION
NYC BROWNFIELD FINANCIAL INCENTIVE PROGRAM
REQUEST FOR PROPOSALS
FOR THE PROVISION OF PROGRAM MANAGEMENT,
GRANT ADMINISTRATION AND RELATED CONSULTING SERVICES
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PROJECT CODE NO. 3692**

**EXHIBIT 2
TO
REQUEST FOR PROPOSALS**

RESPONDENT'S PROPOSAL CERTIFICATION FORM

[See attached form]

RESPONDENT'S PROPOSAL CERTIFICATION FORM

Proposal Submitted by

[Insert Name of Respondent] (The "Respondent")

Respondent, in accordance with and subject to all of the terms and conditions of the Request for Proposals pursuant to which this proposal (the "Proposal") is being submitted, agrees that it will provide in consideration of the price(s) set forth in the Fee and Cost Schedule, all of the Services set forth in the Scope of Services in accordance with the Contract, and to accept in full compensation therefor (including, without limitation, all overhead, profit, taxes and other charges and expenses applicable thereto), the price(s) stated in the Fee and Cost Schedule. The Fee and Cost Schedule, is simultaneously being delivered to you in a separate sealed envelope and is incorporated herein and made part hereof.

Respondent makes the following statements and representations as part of its Proposal:

- (a) That the Respondent has examined all parts of the RFP, including the Contract Draft and the Scope of Services, and all terms and conditions hereof; and
- (b) That the Respondent agrees to obtain all necessary approvals, permits and/or licenses required by law or regulation of the performance of the Services.

In order to induce NYCEDC to accept this Proposal, Respondent hereby agrees to abide by all of the terms and conditions of the Contract including, without limitation, all representation and warranties set forth therein.

WHEREFORE, the Respondent submits this Proposal to NYCEDC.

[INSERT NAME OF RESPONDENT]

Signed by: _____

Printed Name: _____

Title: _____

Respondent's Address: _____

Notice Address (if different from above): _____

Respondent's Telephone Number: _____

Respondent's Fax Number: _____

Respondent's E-mail Address: _____

Respondent's Tax I.D. Number: _____

**NEW YORK CITY ECONOMIC DEVELOPMENT CORPORATION
NYC BROWNFIELD FINANCIAL INCENTIVE PROGRAM
REQUEST FOR PROPOSALS
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NYCEDC CONTRACT NO. 36920001
PROJECT CODE NO. 3692**

**EXHIBIT 2
TO
REQUEST FOR PROPOSALS**

SAMPLE FEE AND COST SCHEDULES

1. The Respondent shall complete and submit the Fee and Cost Schedules, substantially in the form of the “Sample Fee and Cost Schedules” set forth in Exhibits 2.1 – 2.4, inclusive on the following pages.
2. The submitted Fee and Cost Schedules should cover all Services and Tasks described in the RFP and the Contract Draft.
3. Please refer to **Appendix C of the Contract Draft** (Exhibit 1 to this RFP) regarding Payments for a description of the types and methods of payments anticipated in connection with the Program *prior to* completing and submitting the attached forms. Portions of Appendix C are set forth in the attached Exhibits 2.1 -2.4, inclusive to provide Respondents with a general description of the amounts to be set forth on the forms.
4. These schedules are for evaluation purposes only and shall not be used to determine payments or to define the Scope of Work. If selected, prior to Contract execution, the Consultant will provide detailed Fee and Cost Schedules which may be utilized for payment purposes.
5. **PLEASE BE SURE THAT YOU SUBMIT ALL FOUR COMPLETED FEE AND COST SCHEDULES IN ONE SEPARATE ENVELOPE AS REQUIRED BY PART I, SECTION 2.2.6.1.3 AND PART III, SECTION 1.3 OF THIS RFP.**

(See Sample Fee and Cost Schedule spreadsheets on following pages)

**NEW YORK CITY ECONOMIC DEVELOPMENT CORPORATION
NYC BROWNFIELD FINANCIAL INCENTIVE PROGRAM
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NYCEDC CONTRACT NO. 36920001
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EXHIBIT 2

TO

REQUEST FOR PROPOSALS

2.1 MAXIMUM ANNUAL PAYMENT SCHEDULE

Maximum Annual Amount Installment Payments (As described in the Contract Draft)

For the first twelve-month period following the Commencement Date (the “First Contract Year”), the Corporation will pay the Consultant a maximum annual amount (the “Maximum Annual Amount”) set forth in the Maximum Annual Payment Schedule annexed as **Exhibit 1.1** to Appendix C. The Maximum Annual Amount will be paid to the Consultant in monthly installments in payment for that Portion of the Services that are provided by the Consultant pursuant to the Contract for the First Contract Year that are not paid for in accordance with Sections 2 – 3 inclusive of this Appendix C. Except as may otherwise be agreed to by the Corporation, the Maximum Annual Payment shall include all of the Consultant’s expenses in connection with ***all*** Services provided by the Consultant under the Contract that are not paid for in accordance with Sections 2 – 3 inclusive of Appendix C, including, without limitation, any Subcontractors’ Costs. After the First Contract Year, it is anticipated that all payments to the Consultant will be Grant Percentage Payments.

The Respondent must insert its Proposed Maximum Annual Amount for the First Contract Year in the designated spaces below.

First Contract Year	Maximum Annual Payment*
January 1, 2010 – December 31, 2010)	\$

* Exclusive of payments described in Sections 2 – 3, inclusive of Appendix C

**NEW YORK CITY ECONOMIC DEVELOPMENT CORPORATION
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EXHIBIT 2

TO

REQUEST FOR PROPOSALS

2.2 MAXIMUM GRANT PERCENTAGE SCHEDULE

Grant Percentage Payments (as described in the Contract Draft)

The Consultant will receive a percentage (the “Maximum Grant Percentage”) of the amount of each Grant Requisition the Project Team has approved in accordance with the schedule of maximum percentages (the “Maximum Grant Percentage Schedule”) annexed as **Exhibit 1.2** to Appendix C. Program participants undertaking certain Preferred Development Projects may receive additional Program funds equal to the amount of the permitted set offs to ensure these participants receive the full amount of the Grant. In such instances, the Grant Percentage Payment due to the Program Manager will be based on the amount of the Grant, excluding these additional funds. All Grant awards may be reduced in the event and to the extent a Grantee contributes its own funds to pay for Eligible Services for which a Grant has been awarded. In such event, the Grant Percentage Payment due to the Program Manager will be based upon the reduced amount.

The Respondent must insert its proposed Maximum Grant Percentage for each type of Grant in the designated spaces below.

Type of Grant	Maximum Percentage Payment
Pre-Development Design Grants	%
Investigation Grants	%
Remediation Grants	%
Technical Assistance Grants*	%

* Other than certain Grants to Preferred Development Projects

**NEW YORK CITY ECONOMIC DEVELOPMENT CORPORATION
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**EXHIBIT 2
TO
REQUEST FOR PROPOSALS**

2.3 STAFF AND FEE SCHEDULE

Extra Work Payments (as described in the Contract Draft)

Subject to Section 1.5.2 of the General Terms and Conditions (Part II), payment for Extra Work or Allowable Additional Services shall be made on the basis of the Consultant's Staff and Fee Schedule annexed as **Exhibit 1.3** to Appendix C. On or before commencing Extra Work or Allowable Additional Services, the Consultant shall provide to the Director an estimate of the number of hours members of the Consultant's staff, as set forth on the Staff and Fee Schedule (**Exhibit 1.3**), and its Principal, are anticipated to spend providing the Services. Such estimate shall be subject to the Director's approval.

The Respondent shall set forth the names, position and hourly rates and, if applicable, multipliers for the staff Respondent proposes to use to perform Extra Work or Allowable Additional Services in the designated spaces below.

Position	Name	Hourly Rate	Multiplier	Estimated # of days	Estimated Maximum Payment

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**EXHIBIT 3
TO
REQUEST FOR PROPOSALS
M/WBE UTILIZATION PLAN FORM**

SAMPLE M/WBE UTILIZATION PLAN FORM

Contractor:

Total Percentage of Work to be Subcontracted:

Identify all MBE or WBE Subcontractors to be hired for Subcontracts less than \$1,000,000 [List Firm Name & Address]	MBE or WBE?	Services/Work to be Performed or Materials to be Supplied	Anticipated Time Frame (Start & End Date)	Tax Number/EI N	Phone Number	Fax Number	M/WBE Participation Dollar Value	Percentage of Participation Among All Subcontracts Less than \$1,000,000
Overall Dollar Value of Proposal:						\$		
Target Subcontracting Percentage:						%		
Total Dollar Value of Target Subcontracting Percentage (<i>Overall Dollar Value of Proposal multiplied by the Target Subcontracting Percentage</i>):						\$		
Participation Goal:						%		
Total Dollar Value of Participation Goal (<i>Total Dollar Value of Target Subcontracting Percentage multiplied by the Participation Goal</i>):						\$		

Signature:

Date:

Printed Name:

Title:

SAMPLE M/WBE UTILIZATION PLAN FORM

Contractor: Fair Trade Associates, Inc.

Total Percentage of Work to be Subcontracted:

46%

Identify all MBE or WBE Subcontractors to be hired for Subcontracts less than \$1,000,000 [List Firm Name & Address]	MBE or WBE?	Services/Work to be Performed or Materials to be Supplied	Anticipated Time Frame (Start & End Date)	Tax Number/ EIN	Phone Number	Fax Number	M/WBE Participation Dollar Value	Percentage of Participation Among All Subcontracts Less than \$1,000,000
ABC Landscape 111 Street, City, NY 11111	MBE	Landscape	2/08 5/08	11-1111111	(111) 123-234	(123) 1231235	\$ 60,000	2%
XYZ Fence Street, City, NY Zip	WBE	Fencing	3/07 5/07	22-2222222	(222) 567-678	(222) 123-234	\$ 90,000	3%
Best Engineering Street, City, NY Zip	WBE	Survey	1/07 2/07	33-3333333	(333) 123-567	(333) 123-568	\$ 60,000	2%
#1 Construction Street, City, NY Zip	MBE	Demolition	5/07 6/07	44-4444444	(444) 123-234	(444) 123-234	\$ 270,000	9%
Acme Electrical Street, City, NY Zip	WBE	Electrical	10/07 2/08	55-5555555	(555) 123-234	(555) 135-468	\$ 120,000	4%
Overall Dollar Value of Proposal:						\$10,000,000.00		
Target Subcontracting Percentage:						30%		
Total Dollar Value of Target Subcontracting Percentage (Overall Dollar Value of Proposal multiplied by the Target Subcontracting Percentage): [i.e., \$10,000,000 x 30%]						\$3,000,000.00		
Participation Goal:						20%		
Total Dollar Value of Participation Goal (Total Dollar Value of Target Subcontracting Percentage multiplied by the Participation Goal): [i.e., \$3,000,000 x 20%]						\$600,000.00		

Signature: S/XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

Date: 0X/XX/0X

Printed Name: Nick Danger

Title: President

**NEW YORK CITY ECONOMIC DEVELOPMENT CORPORATION
NYC BROWNFIELD FINANCIAL INCENTIVE PROGRAM
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**EXHIBIT 4
TO
REQUEST FOR PROPOSALS
DOING BUSINESS DATA FORM**

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If the Respondent cannot access or download these forms, the Corporation may, upon request, send the Respondent the required forms.

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 [Doing Business Form](#) (829 KB)

 [Doing Business Form-Real Property](#) (953 KB)

 [Q&A General](#) (35 KB)

 [Q&A Real Property](#) (35 KB)