

**BATTERY PARK CITY AUTHORITY**

**REQUEST FOR PROPOSALS**

**FOR**

**200-300 N.E. Ave Leak Remediation Design Services**

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## **I. SUMMARY**

Battery Park City Authority d/b/a Hugh L. Carey Battery Park City Authority (“BPCA”) requests proposals (each individually, a “Proposal” or collectively, the “Proposals”) from design engineers (each individually, a “Proposer” or collectively, the “Proposers”) to provide to BPCA leak remediation design services. Leak remediation design services shall include, but not be limited to: (1) thorough review of leak investigation documents and reports; (2) inspection of work site; (3) creation of construction documents, drawings and specifications; (4) creation of protocols for, and supervision of, water testing; (5) additional investigative work, if required; (6) support services for construction bid and contractor selection processes and other necessary pre-construction services; and (7) construction administrative services, including close out.

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

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

## **II. DESCRIPTION OF BPCA**

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

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

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

One of BPCA’s key responsibilities under the Act is to operate, maintain and repair the parks and open spaces in and around Battery Park City’s residential and commercial areas. This function has been delegated by BPCA to the Battery Park City Parks Conservancy Corporation (“BPCPC”) through a written Management Agreement. BPCPC carries out its mission by maintaining 36 acres of parks, playgrounds and open spaces, including a mile-

long waterfront esplanade. BPCPC also develops programs and manages public events for the Battery Park City community. BPCA owns and has built out a commercial condominium unit in a residential building in Battery Park City, which serves as the BPCPC headquarters.

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

### **III. SERVICES REQUIRED**

- A. If selected, Proposer will be responsible for all services described in Exhibit A, attached hereto.
- B. All work to be performed by the selected Proposer shall be performed under the supervision of a Principal of the firm in charge of this engagement (the "Lead Principal"), who must ensure that the work completed for BPCA is performed competently and in a timely manner.

### **IV. KEY DATES, CONTRACT TERM AND MINIMUM QUALIFICATIONS**

#### **A. Key Dates**

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

- Request for Proposals issued: **Friday, December 5, 2014**.
- Pre-proposal meeting: **Thursday, December 11, 2014 at 2 pm**. Meeting Location: Asphalt Green at Battery Park City, 212 North End Ave., New York, NY (**Attendance is highly recommended**).
- Deadline to submit questions to BPCA: **Friday, December 19, 2014 by 4:00 p.m.** (By email only)  
All questions regarding this RFP should be submitted in writing via email to the "Designated Contact": Mr. Michael LaMancusa, Contracts Administrator, Battery Park City Authority, at michael.lamancusa@bpca.ny.gov.
- Deadline for BPCA's response to substantive questions: **Tuesday, December 30, 2014**. (By email)
- **DUE DATE FOR RESPONSES TO RFP: Friday, January 9, 2015 by 5:00 p.m.** (the "Due Date")
- Selection and notification of successful Proposer: To be determined.
- Project Commencement: To be determined.

#### **B. Anticipated Contract Term**

It is anticipated that the term of the contract awarded pursuant to this RFP (the "Contract") will be twelve (12) months, although the expected duration of the work performed may be shorter. BPCA reserves the right to terminate the Contract at any time, with or without cause, upon thirty (30) days written notice. BPCA reserves the right to terminate the Contract at any time, without prior notice, if the person identified in the Proposal as the Lead Principal for this engagement ceases to be employed by the selected Proposer.

**C. Minimum Qualification Requirements**

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

- 1) The Proposer must have an office in New York State (a New York City office is preferred); and
- 2) The Proposer must be licensed in the State of New York.
- 3) The Proposer must have a minimum experience of three (3) years in providing design and engineering consultancy for the services described in the Scope of Work, attached hereto.

**V. GENERAL REQUIREMENTS**

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

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

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

**B. Restricted Period**

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

**C. Submission of Proposals**

**Proposals are due no later than 5:00 p.m. on Friday, January 9, 2015.**

Proposers must submit six (6) paper copies of their Proposals and one (1) electronic CD-Rom copy in a sealed package clearly marked “**Proposal Enclosed - 200-300 N.E. Ave Leak Remediation Design Services**” to the Designated Contact **by messenger, overnight courier or certified mail** to the following address:

**Michael LaMancusa**  
Battery Park City Authority  
200 Liberty Street, 24<sup>th</sup> Floor  
New York, NY 10281

BPCA is not responsible for any internal or external delivery delays that may cause any Proposal to arrive beyond the stated Due Date. To be considered, Proposals must arrive at the time and place specified herein

and be time stamped by BPCA's time stamp prior to the Due Date. Please leave ample time for building security, as late Proposals will not be accepted. Proposals submitted by fax or electronic transmission will NOT be accepted. A Proposer may, after submitting a Proposal, amend its Proposal by submitting a second, amended Proposal, clearly labeled "**Amended Proposal Enclosed - 200-300 NE Ave Leak Remediation Design Services,**" as long as the amended Proposal is submitted by the Due Date.

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

#### **D. Mandatory Forms**

Proposers must complete and include with their Proposal all "Mandatory Forms," which can be found at the following URL address: <http://batteryparkcity.org/new/wordpress/wp-content/uploads/2011/08/Vendor-Mandatory-Forms.pdf>, by the Due Date.

These Mandatory Forms include the following:

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

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

3) W-9 form.

4) Statement of Non-Collusion.

5) Diversity Forms.

### **VI. PROPOSAL FORMAT AND CONTENTS**

#### **A. Proposal Format**

The Proposal must be printed on 8½" x 11" paper. Pages should be numbered. The Proposal will be evaluated on the basis of its content, not length, and shall include the Transmittal Letter and the Appendices listed below. BPCA reserves the right to disqualify Proposals that fail to comply with any of these instructions.

#### **B. Proposal Content**

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

1) Transmittal Letter, as follows:

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

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

- 2) Executive Summary.
- 3) Proposer's discussion of its understanding of the Services Required (see Section III).
- 4) Proposer's Responses to the RFP Questions and RFP Additional Information Request, set forth below.
- 5) Proposer's Cost Proposal, as described below.
- 6) Mandatory forms, as required pursuant to Section V.D of the RFP.
- 7) Proposer's response to the question regarding the use of New York State businesses set forth in Section X of the RFP.

### **C. RFP Questions**

- 1) Briefly describe your firm's background, size, and history as it may be relevant to the Services Required, with an emphasis on leak remediation design. If your offices are located in more than one city, indicate which office will provide the services.
- 2) Describe the relevant special services your firm provides, particularly those that may not be offered by other firms.
- 3) Describe your experience and methodology for remedial work performed on existing buildings, especially where leaks were involved.
- 4) Please describe your experience handling leak remediation projects.
- 5) Within the past three years, have there been any significant developments in your firm such as changes in ownership or restructuring? Do you anticipate any significant changes in the near future? If so, please describe.
- 6) Describe the on-line services, publications, training/seminars and other resources maintained by your firm that would be available to BPCA.
- 7) How does your firm identify and manage conflicts of interest?
- 8) Has your firm or any of the firm's partners/employees been disciplined or censured by any regulatory body within the last 5 years? If so, please describe the relevant facts.
- 9) Within the last five years, has your firm, or a partner or employee in your firm, been involved in litigation or other legal proceedings relating to the provision of engineering, design, or construction services? If so, please provide an explanation and the current status or disposition of the matter.
- 10) Are there any potential conflict of interest issues in performing the Services Required for BPCA?
- 11) List any professional or personal relationships your firm's employees may have with BPCA's Board and/or staff members of BPCA.
- 12) List all employees you intend to assign to this engagement and the area(s) of specialization for each. Describe the role of each employee who will be assigned to this engagement.
- 13) Identify (a) the Lead Principal and (b) the project manager, who will be the primary contact for the services provided to BPCA and who will be listed as a "key person" in any contract with BPCA ("Project Manager").
- 14) Describe your proposed team's experience with similar work for other public agencies and authorities, with a particular emphasis on New York State agencies and authorities.

15) Submit a discussion of your approach to the work, which shall briefly address your conceptual step-by-step approach towards completion of the work and outline the proposed procedures for executing the work including general logistics and staging analysis.

16) Describe your firm's "backup plan" in the event one or more of the engineers assigned to this engagement leave the firm.

17) In the past five years, have any public sector clients terminated their working relationship with your firm? If so, please provide a brief statement of the reasons. Provide the name of the client and each such client's in-house counsel's name, address and telephone number.

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

#### **D. RFP Additional Information Request**

##### 1) Insurance:

a. Do you impose any limitations on liability through your contracts?

b. Describe the levels of coverage for any insurance your firm carries. List the insurance carrier(s) or provide an insurance certificate showing your firm's coverage in accordance with the following:

- Commercial General Liability Insurance limits shall not be less than \$1,000,000 per each occurrence and \$2,000,000 in the aggregate, with Products/Completed Operations limits of not less than \$2,000,000;
- Umbrella Liability limits shall not be less than \$2,000,000;
- Automobile Liability (Combined Single Injury, Bodily Injury and Property Damage) limits shall not be less than \$1,000,000;
- Workman's Compensation shall not be less than statutory limits;
- Employers Liability shall not be less than \$1,000,000; and
- Disability Insurance as required by applicable provisions of law.

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

##### 2) Appendices:

Include professional biographies for all employees listed in your Proposal.

##### 3) References:

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

##### 4) Financial Statements:

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



### **E. Cost Proposal**

Six (6) copies of the “Cost Proposal” must be provided in a separately sealed envelope that is included with the Proposal submission. **The Cost Proposal, regardless of whether it’s bound, must be submitted in its own separate envelope within the sealed package containing all other Proposal documents. For the avoidance of doubt, the Cost Proposal must be submitted separately and unbound from the remainder of the Proposal documents.**

As indicated on the Form of Cost Proposal, attached hereto as Exhibit C, each Cost Proposal must include line-item proposals for: 1) preparation of construction documents; 2) administration of the request for proposals for a construction contractor, and pre-construction services; and 3) construction administration services, all as described in this RFP and Exhibit A. The Cost Proposal must include a schedule of hourly time charges for the Services Required, as well as weekly levels of staff dedication, including any anticipated sub-consultant fees. Each Cost Proposal shall also include a line item for a not-to-exceed allowance to cover additional hourly services, up to a maximum 40 hours, as needed and requested by BPCA, to perform additional investigative or testing-related services not specified in the Scope of Work, but subsequently determined to be required in order to complete the Scope of Work in a proficient manner.

## **VII. THE EVALUATION PROCESS**

### **A. Objectives**

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

- Demonstrates a thorough understanding of the scope of the engagement and the specific responsibilities it entails;
- Possesses adequate resources to handle assigned responsibilities and to handle unforeseen circumstances that may arise;
- Assigns highly skilled, experienced, diligent, responsible and professional personnel to perform the Services Required;
- Maintains high ethical standards and has an unblemished reputation; and
- Has no conflict of interest in its performance of the Services Required for BPCA.

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

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

### **B. Interviews**

BPCA reserves the right to determine whether interviews will be necessary for any or all of the Proposers. The purpose of the interview is to further document a Proposer’s ability to provide the Services Required, and to

impart to the Committee an understanding of how specific services will be furnished. The proposed Lead Principal and the Project Manager, as well all other key personnel proposed to provide the services must be present and participate in the interview. The Proposer will be evaluated on the basis of whether the interview substantiates the characteristics and attributes claimed by the Proposer in its written response to this RFP and any other information requested by the Committee prior to the interview.

**C. Evaluation Criteria for Selection**

Selection will be based upon the following criteria:

1. Technical evaluation factors:
  - a. Demonstrated experience, expertise & staffing: 50%
  - b. Approach to work and schedule: 35%
  - c. Proposed MBE/WBE Utilization Plan (the “Utilization Plan”) and/or Proposer MBE/WBE Status: 15%
2. Cost Proposal evaluation.

**D. Basis for Contract Award**

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

**VIII. NON-COLLUSION**

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

**IX. IRAN DISINVESTMENT ACT**

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

During the term of any Contract awarded hereunder, should BPCA receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, BPCA will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its

engagement in the investment activity which is in violation of the New York State Iran Divestment Act of 2012 within 90 days after the determination of such violation, then BPCA shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, seeking compliance, recovering damages, or declaring the selected Proposer in default of the awarded Contract.

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

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

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

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

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

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

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

Will New York State businesses be used in the performance of this Contract?     Yes     No

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

**EXHIBIT A**

**GENERAL DESCRIPTION OF PROJECT AREA & SCOPE OF WORK**

**I. GENERAL DESCRIPTION OF PROJECT AREA**

200 North End Ave. ("200 NEA") and 300 North End Ave. ("300 NEA") are two, adjacent high-rise mixed use buildings in Battery Park City (together, the "Buildings"). The Buildings are connected on the cellar and sub-cellar levels by a space that spans beneath an outdoor terrace (the "Terrace") sited between the Buildings at the first floor level.

BPCA is the subtenant and intended owner of an approximately 60,000 square foot space (the "Community Center") in the 2<sup>nd</sup> floor, 1<sup>st</sup> floor, cellar and sub-cellar levels of 200 NEA, and the cellar level of 300 NEA, which is directly north of 200 NEA. The Community Center is currently occupied by the operating tenant Asphalt Green.

The Terrace base consists of a twelve-inch (12") structural slab that was constructed and waterproofed during the Buildings' construction phase. A subsequent BPCA project installed the overburden on this slab, which consists of a drainage mat, high density foam insulation, a 4" concrete slab, and 3" thick asphalt pavers over most of the Terrace. There are also planter beds on the Terrace that include an additional concrete slab overburden, planting soils and plants.

The Buildings are separated by a property line expansion joint running east to west at the northern edge of the Terrace, which abuts the south wall of 300 NEA ("Expansion Joint"). The Expansion Joint runs between the two horizontal slabs on the first and cellar floor levels, as well as through the parapet wall at the Terrace and the exterior cellar wall. The Buildings' front entrances are at the ground floor level along their west side, while the Buildings' east face egress onto the cellar level to a park path (the "Path") along the west side of the BPCA ball fields.

Egress doors on the Buildings' east side open into small courtyards attached to the Path. There are three courtyards along the Path. ***The Scope of Work for this RFP (below) addresses only the lower courtyard ("Lower Courtyard") and center courtyard ("Center Courtyard" and, together, the "Courtyards").*** An exterior staircase leads from the Lower Courtyard up to the Terrace. The Center Courtyard has eight aluminum framed storefront windows and two doors ("Window Wall System"). The Center Courtyard walls are cast-in-place concrete with granite brick cladding on the exterior and exposed concrete below the windows on the interior and bluestone cladding between the windows.

Several areas of leakage and water infiltration have been experienced within the Community Center during and following construction, particularly at the Terrace and the Courtyards (the "Project Site"). At BPCA's request, WJE Engineers & Architects, PC ("WJE") performed a leak investigation in two phases and incorporated its findings into two reports, dated July 26, 2013 and January 10, 2014 (the "WJE Reports"). BPCA, the Buildings' developer and its engineers reviewed and commented on the WJE Reports, which, along with such comments, provide the basis for the remedial work design at the Project Site (the "Remediation Design Elements"). Copies of the WJE Reports are available for reference on the BPCA website, and will be issued as addenda to this RFP.

## II. SCOPE OF WORK

The selected Proposer shall provide all engineering, design and construction administration services necessary for remediation of the leak conditions at the Project Site, as identified in the WJE Reports (the “Project”), including, but not limited to, provision of the following work items:

(a) General Design Work:

- Full review of, and familiarity with, the WJE Reports;
- Performance of all site visits and any additional investigation or testing required to complete a suitable design for the leak remediation (the “Remediation Design”);
- Provision of the Remediation Design to BPCA and, as directed by BPCA, to all contractors engaged for the Project;
- Identification of, and allowances for, all costs associated with all sub-consultants required to design the remediation solution;
- Provision of all construction documents for the Project, including drawings, product and materials specifications, and all other details necessary to construct/implement the Remediation Design (the “Construction Documents”). The Construction Documents must contain sufficient information to be distributed for competitive bidding to contractors, including construction contractors;
- Provision of cost estimate for implementation/construction of the Remediation Design;
- Preparation of protocol for, and supervision and evaluation of, water testing at the Center Courtyard Window Wall System (after removal of granite brick cladding to determine if removal of the Window Wall System is required for effective remediation);
- Provision of alternative remediation designs for the Window Wall System, one that assumes the Window Wall System will be removed and reinstalled, and one that assumes that the Window Wall System will be repaired in place;
- Provision of all designs and plans necessary for the Remediation Design Elements (below);
- Preparation of protocol for, and supervision and evaluation of, appropriate water testing after construction/implementation of the Remediation Design;
- Analyze proposals, and make recommendations to BPCA, throughout the Request for Proposals process soliciting a contractor for the Project’s construction work, including, but not limited to, participating in all pre-proposal walkthroughs, issuance of any addenda, and cost evaluation of proposals submitted to BPCA by construction contractors;
- Provision of construction administration services throughout performance of the Project’s construction work,\* including, but not limited to:
  - Attendance at regularly scheduled Project meetings;
  - Review of submittals and responses to Requests for Information from other contractors on the Project or BPCA pertaining to the Remediation Design or Construction Documents;
  - Review of proposed change orders and issuance of bulletins, as required;
  - Preparation of punch list;
  - Review of all close-out documentation; and
  - Provision of Record Drawings, reflecting final, as-built conditions at the Project Site .

\*The duration of the Project will be determined by BPCA and the contractor selected to perform such construction work. However, for the purpose of submitting a Proposal in response to this RFP, each Proposer shall assume construction administration services will be required for a period of four to six months.

(b) Remediation Design Elements:

The WJE Reports have identified the following Remediation Design Elements, which will define, in part, the Project:

***i. Granite Brick Cladding Repairs***

- At the granite brick cladding and coping stone located at parapet, remove cladding as required to complete installation of flashing at the base of the parapets at the Terrace and flashing under the coping stones. Metal flashing that can be soldered should be formed to fit around the various configurations and profile changes in the backup wall. Because this flashing will be exposed to the exterior, metal flashing will also be more resistant to damage by the public than a membrane system. The design of this flashing system should also consider thermal movement and allow the metal to expand and contract with properly designed expansion joints.
- Remove the granite brick cladding at the base of the wall at the Lower Courtyard, and install proper metal flashing with a drip edge. Metal stairs are attached to the building for access to the lower level. Detail the area of attachment for waterproofing, and re-install stone cladding.
- Install larger weeps, spaced closer together, at all locations where masonry is terminated on a horizontal flashing, including the base of the wall at the Courtyards (where new metal flashing will be installed) and above fenestration.
- Reinstall the granite brick cladding and coping stone with properly designed veneer containing weep holes, mortar netting, and anchorage once the waterproofing repairs are completed.

***ii. Waterproofing at Window Wall System Perimeters***

- Remove the granite brick cladding in the vicinity of the fenestration, and replace the existing waterproofing. This includes the replacement of the metal flashing at the head and jambs with a new flashing configuration that will allow for the proper installation of perimeter sealant and will also capture and direct moisture away from the interior.
- Install under all the windows along the Center Courtyard sill pan flashings with end dams on three sides that are soldered watertight.
  - Additional water testing may be performed by BPCA after the removal of the granite brick cladding to confirm whether removal and reinstallation of the entire Window Wall System is required. If it is determined that the window wall system can be retained in place, the existing system should be re-flashed and re-sealed. If the window wall system is to be removed, Kemper waterproofing should be detailed for the window returns. This

waterproofing must be tied into the new and existing waterproofing at the perimeter of the window opening.

- Properly designed door sweeps should be detailed for all the swing doors in the Center Courtyard.
- Once completed, inspect and water test waterproofing system at the fenestration perimeters prior to reinstallation of the granite brick cladding.
- Reinstall the granite brick cladding with properly designed veneer anchorage once the waterproofing repairs are completed.
- Coordination with the repairs at the Expansion Joint will be required.

**iii. Expansion Joint/Foundation Wall**

- Remove and replace the Expansion Joint located along the south wall of 300 NEA. Partial removal of the planter and paving system along this south wall will be required for access.
  - According to the structural drawings provided, a change of elevation occurs along this joint, slightly modifying the Expansion Joint detail. Therefore, at several locations, a horizontal to vertical transition flashing detail will be required, and for the remaining joint, a horizontal (in-line) flashing detail will be required. Where a horizontal flashing detail is required, granite wall panels will have to be removed and likely modified during the repair work. Detailing for the reinstallation of the planter and paving system will be required.
- During the replacement of the Expansion Joint, seal the penetrations at the angle brackets supporting the granite cladding at the building wall. Also, remove and replace the grout used below the granite cladding at the building wall with a new support system designed for this location.
- Replace the section of the Expansion Joint between 300 NEA and the parapet wall at the Center Courtyard.
- Where the Expansion Joint intersects the parapet, further removal of granite brick units will be required to allow for the removal of two courses of CMU block for access to the joint. The

removal of granite brick units also applies to the opposite side of the parapet wall, and the work at this area will tie-in to the proposed work at the Window Wall System perimeters (see above).

- Reseal the portion of the Expansion Joint located below the Courtyards' door saddle. To ensure that the full length of the joint is sealed, the saddle and the surrounding interior finishes (approx. 1 foot above finished floor or as needed) will require removal.
- Once the repairs to the Expansion Joint are completed and prior to reinstallation of the finish materials, inspect and water test the final installation.
- Coordination with the repairs at the Window Wall System will be required. At the window head, the lintel and flashing should be designed to allow for movement of the portion of the Expansion Joint adjacent to the window.
- Provide details for the reinstallation of the granite brick cladding, flashing, plaza paving, and planter will be necessary.

***iv. Drainage at the Courtyards***

Since water does not drain properly at the area directly outside of the north entrance of the Center Courtyard, there is built-up hydrostatic pressure against the foundation wall. A provision should be made for draining the water at this area, thus alleviating hydrostatic pressure on the existing waterproofing. An allowance for an MEP consultant should be included so that this location can be investigated and proper remediation can be implemented.



**EXHIBIT B**

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

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

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

**Business Participation Opportunities for MBE/WBEs**

For purposes of this solicitation, BPCA hereby establishes an overall goal of 20% for MBE/WBE participation, 10% for MBE participation and 10% for WBE participation (based on the current availability of qualified MBEs and WBEs). A contractor (“Contractor”) on the Contract must document good faith efforts to provide meaningful participation by MBE/WBEs as subcontractors or suppliers in the performance of the Contract and Contractor agrees that BPCA may withhold payment pending receipt of the required MBE/WBE documentation. The directory of New York State Certified MBE/WBEs can be viewed at: <http://www.esd.ny.gov/mwbe.html>.

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

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

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

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

- A. Proposers are required to submit a Utilization Plan with their bid or Proposal. Any modifications or changes to the Utilization Plan after the Contract award and during the term of the Contract must be reported on a revised Utilization Plan and submitted to BPCA.
- B. BPCA will review the submitted Utilization Plan and advise the Proposer of BPCA’s acceptance or issue a notice of deficiency within 30 days of receipt.

C. If a notice of deficiency is issued, Proposer agrees that it shall respond to the notice of deficiency within seven (7) business days of receipt by submitting to BPCA, at the address specified in this RFP, or by facsimile at 212-417-2279 a written remedy in response to the notice of deficiency. If the written remedy that is submitted is not timely or is found by BPCA to be inadequate, BPCA shall notify the Proposer and direct the Proposer to submit, within five (5) business days, a request for a partial or total waiver of MBE/WBE participation goals. Failure to file the waiver form in a timely manner may be grounds for disqualification of the bid or Proposal.

D. BPCA may disqualify a Proposer as being non-responsive under the following circumstances:

- 1) If a Proposer fails to submit a Utilization Plan;
- 2) If a Proposer fails to submit a written remedy to a notice of deficiency;
- 3) If a Proposer fails to submit a request for waiver; or
- 4) If BPCA determines that the Proposer has failed to document good faith efforts.

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

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

#### **Equal Employment Opportunity Requirements**

The Contractor is required to ensure that it shall undertake or continue programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, equal opportunity shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, termination, and rates of pay or other forms of compensation. This requirement does not apply to: (i) work, goods, or services unrelated to the Contract or (ii) employment outside New York State.

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

Further, pursuant to Article 15 of the Executive Law (the "Human Rights Law"), all other New York State and Federal statutory and constitutional non-discrimination provisions, the Contractor and sub-contractors will not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

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

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

**EXHIBIT C**

**FORM OF COST PROPOSAL**

(Proposer to submit executed Cost Proposal on its letterhead)

Date:

Battery Park City Authority  
200 Liberty Street, 24th Floor  
New York, New York 10281

Attention: Michael LaMancusa  
Contracts Administrator

Dear Mr. LaMancusa:

The undersigned (the "Proposer") hereby proposes to provide all specified work necessary to perform the Scope of Work for the **200-300 N.E. Ave Leak Remediation Design Services**, as described in Exhibit A of the RFP. The Proposer agrees to commence the Work immediately upon execution of the Contract awarded pursuant to the RFP, and as directed by BPCA, for the sum written below.

**A. 1) Base Proposal for Construction Documents Preparation**

A total lump sum amount of \$\_\_\_\_\_ (\_\_\_\_\_ Dollars and \_\_\_\_\_ Cents) to perform all services associated with the work described in Exhibit A (Scope of Work) of BPCA's RFP.

**2) Base Proposal for Administration of Construction Contractor RFP and Pre-construction Services**

A total lump sum amount of \$\_\_\_\_\_ (\_\_\_\_\_ Dollars and \_\_\_\_\_ Cents) to perform all services associated with the work as described in Exhibit A (Scope of Work) in BPCA's RFP.

**3) Base Proposal for Construction Administration Services**

A total lump sum amount of \$\_\_\_\_\_ (\_\_\_\_\_ Dollars and \_\_\_\_\_ Cents) to perform all services associated with the work as described in Exhibit A (Scope of Work) in BPCA's RFP.

**B. Itemized Proposal and Labor Rates**

1. The Proposer has submitted with its Cost Proposal an itemized cost for the all work, according to the attached schedule of items, described in the Scope of Work attached at Exhibit A to the RFP.
2. The Proposer has submitted with its Cost Proposal a schedule of hourly time charges, as well as weekly levels of staff dedication, including any anticipated sub-consultant fees.
3. The Proposer has submitted with its Cost Proposal labor rates for all trades, including all costs except overhead and profit. Prices shown include base hourly rate, overtime rate, insurance and benefits.

4. The Proposer has submitted with its Cost Proposal a not-to-exceed allowance to cover additional hourly services, up to a maximum 40 hours, as needed and requested by BPCA, to perform additional investigative or testing-related services not specified in the Scope of Work, but subsequently determined to be required in order to complete the Scope of Work in a proficient manner.

Name of Proposer:

\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT D**

**LIST OF BOARD MEMBERS**

Dennis Mehiel  
Frank J. Branchini  
Donald Capoccia  
Martha J. Gallo  
Lester Petracca

**LIST OF BPCA and BPCPC EMPLOYEES**

(Please see attached)

# Battery Park City Authority

## Employee List

NAME	EMPLOYEE ID	TITLE	DEPARTMENT, LOCATION
Alvarez, Elsa	98446	Financial Analyst	FINANCE, WFC
Anderson, Davina	983562	Intern - Human Resources	HR, WFC
Bailey, Kathleen	98386	Admin. Asst.	FINANCE, WFC
Blake-Reeder, Nidia	013615	Permits Coordinator	AFFIRM, WFC
Brotman, Marc	983581	Assoc. General Counsel	LEGAL, WFC
Brugess, Lauren	98348	Admin. Asst.	LEGAL, WFC
Buquicchio, Anthony	983580	Dir., Site Mgmt & Security	REAL PRPTY, WFC
Connor, Eric	983582	Intern - Finance	AFFIRM, WFC
Crabb, Deshay	98346	Facility Asst./Sfty Insp.	REAL PRPTY, REGATTA
Curiale, Daniel J	983567	Dir, Financial Reporting	FINANCE, WFC
Dawson, Gwen	98857	Snr, V.P. Real Prop Mgt.	REAL PRPTY, WFC
Dopson, Tonesia	983596	Intern - External Affairs	AFFIRM, WFC
Ellison, AnnMaria	98389	Special Assistant	LEGAL, WFC
Forst, Robin	983594	V P External Affairs	AFFIRM, WFC
Ganci, Joseph	983605	Director, Design	REAL PRPTY, WFC
Garcia, Julissa	983607	Admin. /Asst. Permit Cord	PUBLIC INFOM, WFC
Garcia, Luis	047340	Assistant Treasurer	FINANCE, WFC
Gordon, Neresia M.	049535	Network Administrator	MIS, WFC
Henry, Sonia A.	053531	Dir., Human Resources	HR, WFC
Howard, Angela	983571	Snr. Dir., Project Mgmt.	REAL PRPTY, WFC
Hurley, Cherish	983586	Intern - Human Resources	[None], [None]
Hyman, Shari	983597	President & COO	EXEC, WFC
Jones, Benjamin	983609	VP, Administration	[None], [None]
Kim, Susie	983608	Assoc. General Counsel	[None], [None]
Koenig, Karl	98858	Controller	FINANCE, WFC
LaMancusa, Michael	983595	Contracts Admin.	REAL PRPTY, WFC
Lee, Della	053655	Admin. Asst.	REAL PRPTY, WFC
Maisonet, Evelin	983560	Accounts Payable Coord.	FINANCE, WFC
McCabe, Kevin	983565	Special Assistant	EXEC, WFC
McIntyre, Brenda	983569	Snr. ,V.P. Human Resource	HR, WFC
McNeill, Shinay	983577	Intern - Diversity	HR, WFC
Narcisse, Bertha L.	080426	Payroll Accountant	FINANCE, WFC
Nesmith, Robert	983573	Chief Contracting Officer	ADMIN, WFC
Ng, SiuMay	983599	Sr. Programmer Analyst	MIS, WFC
Pena, Dahlia	085228	Senior Accountant	FINANCE, WFC
Peterson, Anthony J.	085756	Dep. Chief Cont. Officer	ADMIN, WFC
Pustilnik, Alix	983601	General Counsel	LEGAL, WFC
Quon, Robert	983590	IT Manager	MIS, WFC
Robinson, Anthony M.	089312	Office Manager	ADMIN, WFC
Rodriguez, Andrea	983574	Human Resources Assistant	HR, WFC
Rowe, Decorey	983553	Part-time Facilities Asst	SITEOPS, REGATTA
Serpico, Robert M.	092053	Exec. V.P. Fin. /CFO	REAL PRPTY, WFC
Sewraj-Kumar, Rekha	98575	Manager, Accounting	FINANCE, WFC

# Battery Park City Authority

## Employee List

NAME	EMPLOYEE ID	TITLE	DEPARTMENT, LOCATION
Singh, Seema	983558	Deputy General Counsel	LEGAL, WFC
Soriero, Linda M.	093690	Financial Assistant	FINANCE, WFC
Stewart, Jessica	983611	Intern - Human Resources	HR, WFC
Tam, John	983587	MIS Director	MIS, WFC
Torres, Alexis	983598	Spcl Advisor to the Pres	EXEC, WFC
Wade, Sharon B.	096151	Executive Assistant	REAL PRPTY, WFC
Whitehead, Angela	983578	Employee Relations Coord.	HR, WFC
Windman, Kenneth	097450	Director, Facilities	REAL PRPTY, WFC
Zheng, Bingxin	983593	Junior Accountant	FINANCE, WFC
Total Employees			52



**Battery Park City Parks Conservancy Corporation  
Employee List**

<b>First Name</b>	<b>Last Name</b>	<b>First Name</b>	<b>Last Name</b>
1 Dana	Anders	61 Sean	Simon
2 Anthony	Andriano	62 Kemnarine	Singh
3 Stephen	Arciold	63 Timothy	Skipper
4 Freddy	Belliard	64 Kareem	Starks
5 Scott	Birdseye	65 Jerome	Sturiano
6 Nancy	Buivid	66 Ryan	Torres
7 Eileen	Calvanese	67 Kenneth	Toto
8 Monica	Centeno	68 Douglas	Van Horn
9 Betty	Chin	69 Noe	Velasquez
10 Adam	Choper	70 Antonio	Velez
11 Carlton	Chotalal	71 Evangelio	Villalobos
12 Kevin	Colon	72 Peter	Wheelwright
13 Marie	Corneille	73 Arthur	White
14 Gilbert	DePadua	74 Eric	White
15 Paul	Diaz-Larui	75 Al	Wright
16 Abigail	Ehrlich	76 Jouli B.	Yohannes
17 Richard L.	Faraino		
18 Eric	Fleisher		
19 Lenron	Goode		
20 Patrick	Greene		
21 Ned	Greenberg		
22 Evelyn	Gregg		
23 Robert	Hansen		
24 Nicole	Heater		
25 Sankar	Heerah		
26 Craig	Hudon		
27 Tessa	Huxley		
28 Amy	Jogie		
29 Roland	Kemp		
30 Kurtis	King		
31 Betzayda	Laboy		
32 Leandro	Lafuente		
33 Tony	Lee		
34 Marianna	Lerner		
35 Robert	Maggi		
36 Evonne	Marche		
37 Rickeshia	Martin		
38 Phillip	Mason		
39 Ellen	McCarthy		
40 Princess	McNeill		
41 Vanessa	Mesine		
42 Ronnie	Mohammed		
43 Yoshihiro	Nishida		
44 Hector	Oyola		
45 Willem	Pailant		
46 Gladys	Pearlman		
47 Churaman	Persaud		
48 Bruno	Pomponio		
49 Sandra	Power		
50 Madelin	Ramirez		
51 Manuel	Rivera		
52 Nelson	Rogers		
53 Jose	Rosado		
54 Holly	Ross		
55 Madeline	Ruggiero		
56 Carlos	Santiago		
57 Gary	Satriano		
58 Jean	Schwartz		
59 Lindsey	Senn		
60 Nicholas	Sens-Castet		