NYCEDC
New York City Economic Development Corporation

MINUTES OF THE REGULAR MEETING OF THE EXECUTIVE COMMITTEE OF NEW YORK CITY ECONOMIC DEVELOPMENT CORPORATION
September 30, 2016

A regular meeting of the Executive Committee of the Board of Directors of New York City Economic Development Corporation ("NYCEDC") was held, pursuant to notice by an Assistant Secretary, on Friday, September 30, 2016, at NYCEDC's offices at 110 William Street, in Conference Rooms 4A and 4B, New York, New York.

The following members of the Executive Committee were present:

William Floyd (by conference telephone)
James McSpiritt
Michael Schlein
Peter Wertheim (as alternate for Alicia Glen, by conference telephone)
Timothy Wilkins

Other Directors of NYCEDC, members of NYCEDC staff and members of the public also were present.

The meeting was chaired by Michael Schlein, Chairperson of NYCEDC, and called to order at 9:29 a.m. Meredith Jones, General Counsel, Executive Vice President and Secretary of NYCEDC, served as secretary of the duly constituted meeting, at which a quorum was present.

1. Approval of the Minutes of the August 2, 2016 Regular Meeting of the Executive Committee

There were no questions or comments with respect to the minutes of the August 2, 2016 regular meeting of the Executive Committee, as submitted. A motion to approve such minutes, as submitted, was made, seconded and unanimously adopted.

2. Contracts and Other Matters

The following contracts, authorizations, expenditures and matters were then presented to the Executive Committee for approval. (Attached hereto as Attachment 1 is a definition sheet that contains the definitions of certain frequently used terms contained in the Exhibits attached hereto.)

(a) West Thames Street Pedestrian Bridge

Odit Oliner, an Assistant Vice President of NYCEDC, presented (i) one or more proposed amendments to the construction management contract (a "CM Contract") with Skanska USA Building Inc. ("Skanska") to provide for additional construction manager ("CM") and related services, (ii) a proposed amendment to a retainer contract with HAKS Engineers, Architects and Land Surveyors, P.C. for special inspection services, to provide for special inspection services, and (iii) any agreements necessary to obtain funds ("Funding Source Agreements"), for the design and construction of a new pedestrian bridge over West Street (Route 9A) at West Thames Street in Manhattan and associated streetscape improvements, to replace the existing Rector Street Pedestrian Bridge which will be demolished, on substantially the terms set forth in Exhibit A hereto.

In answer to a question from Mr. Schlein, Ms. Oliner stated that it was originally contemplated that the Rector Street bridge would be demolished after the new bridge was constructed. Ms. Oliner noted that there was a possibility that the demolition of the old bridge and the construction of the new bridge could take place around the same time, and that NYCEDC was working to minimize any disruption.

In answer to questions from Mr. Wilkins, Ms. Oliner stated that NYCEDC's goal was to complete the project with the funds available. She stated that NYCEDC thought that the projected cost was appropriate based on comparisons that NYCEDC had made with the cost for other pedestrian bridges.

A motion was made to authorize the matters set forth for authorization in the Proposed Resolution section of Exhibit A hereto. Such motion was seconded and unanimously approved.

(b) Futureworks NYC

Miquela Craytor, a Director of the Center for Urban Innovation at NYCEDC, presented (i) a proposed operating agreement with TechShop Brooklyn, LLC or an affiliated entity for services related to a portion of the Futureworks NYC Project which consists of the development and operation of a suite of services, spaces, partnerships and shared resources that help new and incumbent manufacturers adopt advanced manufacturing technologies and increase local production, (ii) one or more proposed consultant contracts, and possibly amendments thereto, with each of New York City Industrial & Technology Assistance Corporation, SecondMUSE LLC, Research Foundation CUNY – Advanced Science Research Center, C4Q Ventures, Inc. and Staten Island Makerspace, Inc. for services related to portions of the Futureworks NYC Project, and (iii) any needed agreements with New York City Industrial Development Agency ("IDA") pursuant to which IDA retains NYCEDC to accomplish all or part of the Futureworks NYC Project and reimburses NYCEDC for the costs of work for the project, on substantially the terms set forth in Exhibit B hereto.

Ms. Craytor noted that NYCEDC also planned to build a web portal as part of the

Futureworks NYC Project and would be coming back to the Executive Committee for approval of this aspect of the Futureworks NYC Project.

A motion was made to authorize the matters set forth for authorization in the Proposed Resolution section of Exhibit B hereto. Such motion was seconded and unanimously approved.

(c) South Brooklyn Resiliency Project

Phillip Grant, a Senior Vice President of NYCEDC, presented (i) a proposed contract with Dewberry Engineers Inc. to provide for engineering, design and related consultant services for the resiliency design for Brooklyn Army Terminal ("BAT") and Bush Terminal, and (ii) any needed Funding Source Agreements for this project, on substantially the terms set forth in Exhibit C hereto.

Mr. Grant pointed out that the proposed project was to protect NYCEDC's assets. In answer to a question from Mr. Schlein, Mr. Grant stated that the construction phase of this project would cost approximately $18,000,000, and that the source of funding was the Federal Emergency Management Agency ("FEMA"). In answer to a question from Mr. McSpiritt, Mr. Grant stated that NYCEDC anticipated that the design work would run through the spring or summer of 2017 and the construction work would commence in the summer or fall of 2017, pending FEMA review. Mr. Grant added that the construction was expected to take approximately 12-14 months.

In answer to a question from Mr. Washington, Mr. Grant explained that the proposed system was designed to withstand the water and wave impacts from the harbor, noting that the system was automatic and would operate when water comes in. In answer to a question from Mr. Schlein, Mr. Grant stated that the proposed system also had been used by some hospitals upstate for protection from river flooding.

A motion was made to authorize the matters set forth for authorization in the Proposed Resolution section of Exhibit C hereto. Such motion was seconded and unanimously approved.

(d) Construction Management Services

Mr. Grant presented (i) a proposed CM Contract primarily for the provision of certain on-call CM services as NYCEDC may direct, including CM services for waterfront and railroad related properties and infrastructure, with each of The McKissack Group Inc., d/b/a McKissack & McKissack, Gilbane Building Company, Skanska, Noble Strategy NY Inc. and Armand Corporation, and (ii) any needed Funding Source Agreements for this project, on substantially the terms set forth in Exhibit D hereto.

Mr. Grant then summarized the requirements of the CMs for two separate work streams.

In answer to a question from Mr. Schlein, Mr. Grant stated that LiRo Program and Construction Management, PE P.C. ("LiRo") and Tishman Construction Corporation of New York were the CMs that had been selected for CM retainers under a prior RFP and were not being renewed at this time, but he added that LiRo still had a contract in place with NYCEDC. In answer to a second question from Mr. Schlein, Mr. Grant stated that NYCEDC had the flexibility to drop a CM and add a new one in the event that either an emerging or established CM did not work out for some reason, though Mr. Grant pointed out that NYCEDC first would have to obtain the appropriate approvals.

In answer to an additional question from Mr. Schlein, Mr. Grant stated that there were some specific guidelines set forth in the Request for Proposals for these contracts as to how the work would be allocated among the emerging and established CMs. Mr. Grant explained that NYCEDC anticipated giving projects for up to $5,000,000 to the emerging CMs, and projects for $5,000,000 to $15,000,000 to the established CMs. Mr. Grant further noted that the goal was to build capacity and, therefore, NYCEDC hoped that in the future it would be able to move an emerging CM into being an established CM. In answer to a question from Mr. Washington, Mr. Grant stated that this project was not part of the Emerging Developer Loan Fund. Mr. Washington congratulated NYCEDC for moving in the right direction to even the playing field for obtaining CM contracts.

A motion was made to authorize the matters set forth for authorization in the Proposed Resolution section of Exhibit D hereto. Such motion was seconded and unanimously approved.

(e) Brooklyn Waterfront Railroad: Operation and Maintenance

Joshua Nelson, a Senior Vice President of NYCEDC, presented a proposed amendment to the operating agreement among NYCEDC, New York New Jersey Rail, LLC and The Port Authority of New York and New Jersey for the operation and maintenance of the Brooklyn Waterfront Railroad, which will extend the term until October 24, 2021, on substantially the terms set forth in Exhibit E hereto.

A motion was made to authorize the matters set forth for authorization in the Proposed Resolution section of Exhibit E hereto. Such motion was seconded and unanimously approved.

(f) NYCEDC Incubator Initiative: Made in NY Media Center

Alysa Hannon, a Senior Project Manager of NYCEDC, presented (i) a proposed amendment to the existing agreement with The Independent Feature Project, Inc. ("IFP") for the management of the existing Made in NY Media Center (the "Media Center"), a media and technology incubator that provides affordable workspace for media and entertainment projects and entrepreneurs, provides educational and networking programming to Media Center users and the broader community, and facilitates collaboration across media and entertainment industry segments, to provide additional funds for the project to facilitate additional project scope, and (ii) any needed

Funding Source Agreements for this project, on substantially the terms set forth in Exhibit F hereto.

In answer to a question from Mr. Wilkins, Ms. Hannon stated that the work of IFP with regard to the Media Center has been a success. In answer to a question from Mr. McSpiritt, Ms. Hannon stated that the original RFP of 2012 for the Media Center was not a sole source procurement, as there were multiple respondents to that RFP. Ms. Hannon further noted that the proposed amendment was not for an extension of the term, but rather to provide for a change in project scope. Ms. Hannon added that the contract ran through 2020.

A motion was made to authorize the matters set forth for authorization in the Proposed Resolution section of Exhibit F hereto. Such motion was seconded and unanimously approved.

3. Other Contracts and Matters

The following contracts, authorizations, expenditures and matters were then presented to the Executive Committee for authorization after a brief summary of those matters by Euan Robertson, an Executive Vice President of NYCEDC.

(a) Digital Information Portal for WE NYC

(i) A proposed amendment to the existing consultant contract with Blenderbox, Inc. ("Blenderbox") for services related to the development of the Women Entrepreneurs NYC ("WE NYC") digital portal, a portal that provides underserved women entrepreneurs with centralized information on local and national resources that will help them start, operate and grow their businesses, to provide that Blenderbox shall provide services related to ongoing content management, and (ii) any needed Funding Source Agreements for this project, on substantially the terms set forth in Exhibit G hereto.

(b) WE NYC Leadership Workshop

(i) A proposed amendment to the existing one year consultant contract with Next Street Financial LLC for services related to the development and implementation of WE NYC Leadership Workshop, the goal of which is to support leadership skills for women entrepreneurs and to educate women entrepreneurs from underserved communities about soft skills, such as negotiating contracts, collaborative leadership techniques and pitch development, to increase the amount payable thereunder, to extend the term thereof and to provide for further implementation of the program, and (ii) any needed Funding Source Agreements for this project, on substantially the terms set forth in Exhibit H hereto.

(c) Citywide Rehabilitation/Improvements

(i) One or more proposed amendments to NYCEDC's facilities management/construction management contract (a "FM/CM Contract") with Hunter

Roberts Construction Group, L.L.C., (ii) one or more proposed amendments to NYCEDC's FM/CM Contract with LiRo, (iii) one or more proposed amendments to NYCEDC's contract with Skanska for CM services primarily for waterfront and railroad related properties and neighboring properties, and infrastructure, and (iv) any needed Funding Source Agreements, to provide for work related to waterfront and other facilities at various locations in the City, on substantially the terms set forth in Exhibit I hereto.

In answer to a question from Mr. McSpiritt, Mr. Robertson stated that the work performed under these amendments would be performed through existing contracts.

(d) Wireless Electronic Access Control System Services

A proposed contract with A+ Technology & Security Solutions, Inc. to provide for wireless electronic access control system services for various sites managed by NYCEDC throughout New York City, on substantially the terms set forth in Exhibit J hereto.

(e) On-Call Urban Planning and Design Services

(i) Proposed amendments to existing consultant contracts (the "Consultant Contracts") with Beyer Blinder Belle, Architects and Planners, LLP, Gensler Architecture, Design & Planning, P.C., FXFOWLE Architects, LLP, Perkins Eastman Architects, D.P.C. and Claire Weisz Architects d/b/a WXY architecture + urban design, for on-call urban planning and design services, including market analysis and public outreach services, and (ii) any Funding Source Agreements necessary to obtain funds for any tasks under the Consultant Contracts, on substantially the terms set forth in Exhibit K hereto.

(f) NYC & Company, Inc.: Bridge Loan

A bridge loan made by NYCEDC to NYC & Company, Inc. ("NYC&CO") to provide funding principally for operating costs pending registration of an NYC&CO contract with the City and any related agreement, on substantially the terms set forth in Exhibit L hereto.

(g) On-Call Citywide Rubbish Removal Services

(i) A proposed amendment to the current contract with Filco Carting Corp. ("Filco") to increase the amount payable thereunder from $95,000 to $145,000, and (ii) a proposed new contract with Filco for 3 years, to provide for rubbish removal at various sites managed by NYCEDC and designated by NYCEDC for such services, on substantially the terms set forth in Exhibit M hereto.

Approval of Section 3 Contracts and Matters

A motion was made to authorize and ratify the matters set forth for authorization and ratification in the Proposed Resolution sections of Exhibits G – M hereto. Such

motion was seconded and unanimously approved.

4. Approvals

With respect to the items set forth in Sections 2(a) – (f) and 3(a) – (g) above, it was understood that authorization of such matters included authorization for the President and other empowered officers to execute the necessary legal instruments, and for the President and other empowered officers to take such further actions as are or were necessary, desirable or required, to implement such matters substantially on the terms described above.

5. Adjournment

There being no further business to come before the meeting, the meeting of the Executive Committee was adjourned at 10:20 a.m.

Mark Silversmith
Assistant Secretary

Dated: October 13, 2016
New York, New York

Attachment 1

DEFINITIONS

Apple	Apple Industrial Development Corp.
BAT	Brooklyn Army Terminal
Bovis	Bovis Lend Lease LMB, Inc.
CDBG.....	Federal Community Development Block Grant
CDBG-DR Funds	Federal Community Development Block Grant-Disaster Recovery Program funds
CEQR	City Environmental Quality Review process
City DEP.....	New York City Department of Environmental Protection
City DOT	New York City Department of Transportation
City Parks.....	New York City Department of Parks and Recreation
City Planning	New York City Department of City Planning or City Planning Commission
CM	A construction manager
CM Contract	A construction management contract
DCAS	New York City Department of Citywide Administrative Services
EIS	Environmental Impact Statement
ESDC	New York State Urban Development Corporation d/b/a Empire State Development Corporation
FEMA.....	Federal Emergency Management Agency
FM	A facilities manager
FM/CM Contract	A facilities management/construction management contract
Funding Source Agreement.....	Any agreement necessary to obtain funds for the Project, including IDA Agreements
HPD	New York City Department of Housing Preservation and Development
Hudson Meridian.....	Hudson Meridian Construction Group LLC
Hunter Roberts.....	Hunter Roberts Construction Group, L.L.C.
IDA	New York City Industrial Development Agency
IDA Agreement....	Agreement with IDA pursuant to which IDA retains NYCEDC to accomplish all or part of the Project and reimburses NYCEDC for the costs of the work
LiRo.....	LiRo Program and Construction Management, PE P.C.
LMDC	Lower Manhattan Development Corporation
MOU.....	A memorandum of understanding
NYCEDC.....	New York City Economic Development Corporation, survivor of a November 1, 2012 merger of a local development corporation (the "LDC") named New York Economic Development Corporation with and into New York City Economic Growth Corporation. References to NYCEDC prior to such merger

are references to the LDC.

NYCHA.....	New York City Housing Authority
NYCLDC.....	New York City Land Development Corporation
OMB.....	New York City Office of Management and Budget
Port Authority....	The Port Authority of New York and New Jersey
RFP.....	Request for Proposals
Sanitation	New York City Department of Sanitation
SBS.....	New York City Department of Small Business Services
SEMO.....	New York State Emergency Management Office
SEQR.....	State Environmental Quality Review process
Skanska	Skanska USA Building Inc.
State DEC	New York State Department of Environmental Conservation
State DOS	New York State Department of State
State DOT	New York State Department of Transportation
State Parks.....	New York State Office of Parks, Recreation and Historic Preservation
Tishman.....	Tishman Construction Corporation of New York
Turner.....	Turner Construction Company
ULURP	Uniform Land Use Review Procedure

Exhibit A

WEST THAMES STREET PEDESTRIAN BRIDGE
Executive Committee Meeting
September 30, 2016

Project: Design and construction of a new pedestrian bridge over West Street (Route 9A) at West Thames Street in Manhattan and associated streetscape improvements, to replace the existing Rector Street Pedestrian Bridge which will be demolished

Procurement Methods: Sole source amendments to contracts that were competitively procured

Contractors:
- Skanska
- HAKS Engineers, Architects and Land Surveyors, P.C. ("HAKS")

Agreements to be Approved:
- One or more amendments (the "Skanska Amendments") to the CM Contract with Skanska (the "Skanska Contract") for the Project to provide for additional CM and related services for the Project
- An amendment (the "HAKS Amendment") to a retainer contract with HAKS (the "HAKS Contract") for special inspection services, to provide for special inspection services for the Project
- Any needed Funding Source Agreements

Amounts to be Approved:
An increase in the total authorized amount for the Project from $27,500,000 to $41,250,000, to be spent as follows:
- Up to $550,000 for the HAKS Amendment
- The portion of the $41,250,000 not used for the HAKS Amendment and the Project design and related services contract (the "Design Contract") with Thornton Tomasetti, Inc. (for which up to $2,900,000 of the $41,250,000 has been authorized), may be used for the Skanska Contract and amendments thereto

Sources of Funds for the Additional Funds:
- LMDC: $13,000,000
- Battery Park City Authority ("BPCA"): $750,000

Proposed Resolution: To authorize the President and any empowered officer to enter into the Skanska Amendments, the HAKS Amendment and any needed Funding Source Agreements, substantially as described herein

Background: NYCEDC, in coordination with LMDC and BPCA, proposes to construct a pedestrian bridge over West Street (Route 9A) between Joseph P. Ward Street, adjacent to the Brooklyn Battery Tunnel Exit Roadway, and Little West Street between

West Thames Street and Third Place. The purpose of the West Thames Street Pedestrian Bridge is to replace the existing Rector Street Pedestrian Bridge, which was constructed as an interim crossing of West Street after September 11, 2001. The new pedestrian bridge will contain the following features:

- Eastern access with a stairway and elevator on the public sidewalk parallel to Joseph P. Ward Street;
- A lenticular truss or alternate approved bridge structure spanning the highway from the northeast corner of Joseph P. Ward Street and West Street to the southwest corner of West Thames Street and Little West Street, with a single mid-span pier placed in the median of West Street; and
- Western access with a stairway and elevator on the sidewalk.

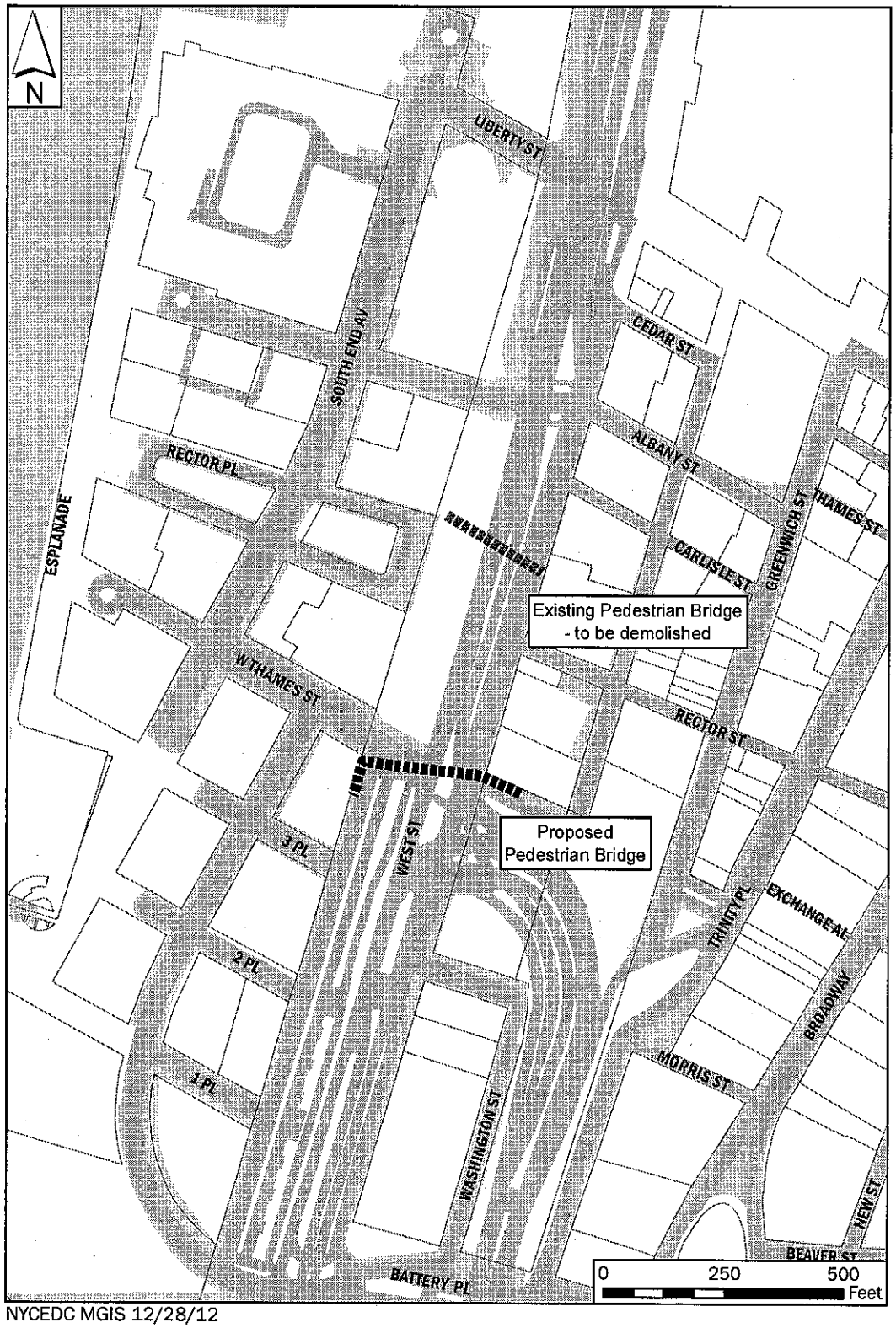
The Project includes design and construction of the new bridge and approaches, streetscape improvements including restoration of disturbed areas adjacent to the construction site, and the removal of the Rector Street Bridge and restoration of adjacent areas.

Formerly, the Executive Committee had authorized up to $27,500,000 for the Project, including up to $2,900,000 for the Design Contract, up to $2,000,000 for a resident engineer, inspection and related services contract (the "RE Contract"), and the balance for the Skanska Contract. At this time it has been decided not to enter into the RE Contract and to enter into the HAKS Amendment and to provide additional funds for the Project, including additional funds for the Skanska Contract, required to construct the Project. After the design was completed, it was determined that additional funding would be required given escalated construction costs, most notably rising steel prices. LMDC is providing up to additional $13,000,000 and BPCA is providing up to an additional $750,000, for completion of the Project.

The West Thames Pedestrian Bridge Project was last present to the Executive Committee on September 30, 2014.

NYCEDC Project Code: 5334-1

West Thames Street Pedestrian Bridge



NYCEDC MGIS 12/28/12

Exhibit B

FUTUREWORKS NYC
Executive Committee Meeting
September 30, 2016

Project: Development and operation of a suite of services, spaces, partnerships, and shared resources that help new and incumbent manufacturers adopt advanced manufacturing technologies and increase local production ("Futureworks NYC")

Procurement Method: Publicly advertised RFP

Contractors:

- TechShop Brooklyn, LLC or an affiliated entity ("TechShop")
- New York City Industrial & Technology Assistance Corporation ("ITAC")
- SecondMUSE LLC ("2ndMuse")
- Research Foundation CUNY- Advanced Science Research Center ("CUNY-RF")
- C4Q Ventures, Inc. ("C4Q")
- Staten Island Makerspace, Inc. ("SI Makerspace")

Agreements to be Approved:

- An operating agreement with TechShop for services related to a portion of the Project (the "Operating Agreement") as indicated under Amounts to be Approved below
- One or more consultant contracts, and possibility amendments thereto, with each of ITAC, 2ndMuse, CUNY-RF, C4Q and SI Makerspace for services related to portions of the Project (collectively the "Consultant Contracts", each individually a "Consultant Contract") as indicated under Amounts to be Approved below
- Any needed IDA Agreements

Amounts to be Approved:

- Up to $5,310,000 for the Operating Agreement with TechShop for Advanced Manufacturing Center Services
- Up to $1,500,000 for Consultant Contracts with ITAC for Business Extension Services (up to $800,000) and Partner Networks Services (up to $700,000)
- Up to $930,000 for Consultant Contracts with 2ndMuse for Virtual Incubator Services (up to $600,000) and Partner Networks Services (up to $330,000)
- Up to $125,000 for the Consultant Contract with CUNY-RF for Partner Networks Services
- Up to $130,000 for the Consultant Contract with C4Q for Partner Networks Services
- Up to $50,000 for the Consultant Contract with SI Makerspace for Partner Networks Services

The total amount authorized above consists of:

- Up to $5,310,000 for Advanced Manufacturing Center Services
- Up to $800,000 for Business Extension Services

- Up to $1,335,000 for Partner Network Services
- Up to $600,000 for Virtual Incubator Services

Source of Funds to NYCEDC: IDA

Proposed Resolution: To authorize the President and any empowered officer to enter into the Consultant Contracts, Operating Agreement and any needed IDA Agreements, substantially as described herein

Background: In the past several years, NYCEDC has conducted a number of studies to understand the City's industrial sector, its rapid prototyping and fabrication ecosystem, and trends in "Advanced Manufacturing". Advanced Manufacturing, within this context, is defined broadly as a means of production encompassing new primarily digital tools, processes, and ways of doing business used to develop, modify, or assemble good or materials. Examples include additive manufacturing (3D printing), robotics and automation, digital manufacturing, and electronics development platforms.

These efforts have revealed that the City's engineering and industrial entrepreneurs and existing manufacturers would greatly benefit from a host of comprehensive services to support the adoption of Advanced Manufacturing. These services include technical assistance in understanding the opportunities of Advanced Manufacturing, assistance in securing R&D space including access to prototyping equipment, and business assistance in commercializing products.

While the City has worked to support manufacturing businesses, there are still barriers to bridging the accessibility of innovation and emerging technologies to these businesses in New York City. Current manufacturing firms in the City are aware of these new technologies, but are not well-positioned to adopt these new systems. Similarly, emerging entrepreneurial communities are increasingly frustrated by the limitations of information and services to meet their needs. In November 2015, Mayor Bill de Blasio announced a 10-point action plan to modernize the City's industrial policy. The plan promised to launch a new state of the art Advanced Manufacturing center, protect core industrial areas from encroachment, provide loans and grants for new firms, and train New Yorkers for 21st century manufacturing jobs. In furtherance thereof, to assist manufacturing companies, NYCEDC proposes to enter into a series of contracts with a number of consultants to launch Futureworks NYC.

Futureworks NYC is a key component of the Mayor's goal to invest in the long-term development of industrial and manufacturing businesses by targeting investments to create and rehabilitate affordable, modern industrial space, while also providing key support services that these businesses need to start, grow and thrive in the five boroughs. Futureworks NYC includes 4 program services (the "Futureworks NYC Services") 1) a program to help existing manufacturing firms to adopt advanced manufacturing technologies ("Business Extension Services"); 2) a program to assist hardware startups and encourage local production and supply chains as they scale ("Virtual Incubator Services"); 3) provision of affordable access to existing facilities

hosting advanced manufacturing equipment, processes and technologies ("Partner Network Services"); and 4) the creation of a center at BAT ("Advanced Manufacturing Center") to provide space, equipment and services for developing advanced manufacturing technologies, products and/or processes ("Advanced Manufacturing Center Services").

The scopes of work for the Futureworks NYC Services will be as follows:

Business Extension Services:

- Develop and design a program to help the City's existing manufacturing and industrial businesses access and adopt advanced manufacturing technologies
- Develop curriculum in specific advanced manufacturing areas such as digital, robotics, additive manufacturing, and materials
- Deliver business outreach, one-on-one capability audits and opportunities assessments, business case development, and recommendations to execute any investments or upgrades

Virtual Incubator Services:

- Support hardware startups by developing and implementing a curriculum to encourage local production and supply chains as they scale
- Provide a series of services through a combination of workshops, 1-day summits, community showcases, partner events, and public closing events/demo days

Partner Networks Services:

- Provide increased affordable access to existing advanced manufacturing facilities
- Develop the appropriate program, marketing and/or curriculum to create access to facilities
- Develop program to increase awareness to the processes and technologies within facilities
- Provide services to reach users at each location through various forms of partnerships with such facilities

Advanced Manufacturing Center Services:

- Develop an advanced manufacturing center at BAT
- Offer space and equipment for existing and emerging entrepreneurs
- Provide services (including, but not limited to classes, events, training) in order to increase adoption of advanced manufacturing technologies for startups, legacy manufacturers and individuals

Authorization for NYCEDC to enter into a lease agreement at the BAT with TechShop for the Advanced Manufacturing Center to provide the Advanced Manufacturing Center Services is being presented to NYCEDC's Board of Directors at its September 30, 2016 meeting for approval.

NYCEDC Project Code: 6178

Exhibit C

SOUTH BROOKLYN RESILIENCY PROJECT
Executive Committee Meeting
September 30, 2016

Project: Engineering, design and related consultant services for the resiliency design for BAT and Bush Terminal (the "South Brooklyn Resiliency Project")

Procurement Method: A publicly advertised RFP

Contractor: Dewberry Engineers Inc. ("Dewberry")

Agreements to be Approved:

- A contract with Dewberry (the "Consultant Contract") for Project services
- Any needed Funding Source Agreements

Amounts to be Approved: Up to $2,200,000 for the Consultant Contract

Source of Funds to NYCEDC: FEMA

Proposed Resolution: To authorize the President and any empowered officer to enter into the Consultant Contract and any needed Funding Source Agreements, all substantially as described herein

Background: BAT houses approximately 3,200 employees providing an estimated $144 million in annual wages. It is a significant economic stimulus for South Brooklyn. The elevation of the west face of BAT's Building A, and the perimeter of the Boiler Building and Annex Building at BAT, are only 2 to 3 feet above the seawall. The installation of permanent flood protection will be an effective solution to rising sea levels and flood surge during storm events, when the harbor breaches the seawall. This installation will prevent future damage such as the damage BAT Building A experienced during Superstorm Sandy. Additionally it will minimize business interruption at the facility as a result of storm events.

Bush Terminal was severely damaged during Superstorm Sandy. As a large industrial campus, it is important to ensure the facility's electrical system is resilient to future disasters and that the overall facility is made more resilient. In order to improve resiliency, NYCEDC plans to install a flood protection system and watertight electrical conduits to each building.

In addition to the foregoing, improvements to the site drainage, paving and storm sewer systems at BAT and Bush Terminal will also be performed to prevent damage and erosion from future storms.

Dewberry will be responsible for all design and engineering services, including but not limited to: overall project coordination; obtaining topographic and utility surveys; civil and related engineering services; coordination of contract documents; sustainable design and other environmental initiatives; permitting from relevant agencies, including

the Public Design Commission, and utilities; cost estimating; tracking hazard mitigation; and value engineering; and will provide assistance in strategic efforts to develop construction phases for the project. Additional related services may be added at the sole discretion of NYCEDC. An RFP for the CM for the South Bronx Resiliency Project will be released at a later date.

NYCEDC Project Code: 6253

Exhibit D

CONSTRUCTION MANAGEMENT SERVICES
Executive Committee Meeting
September 30, 2016

Project: Provision of CM services as NYCEDC may direct, including CM services for waterfront and railroad related properties and infrastructure

Procurement Method: Publicly advertised RFP under the competitive sealed proposals procurement method

Contractors:

- The McKissack Group Inc., dba McKissack & McKissack ("McKissack")
- Gilbane Building Company ("Gilbane")
- Skanska
- Noble Strategy NY Inc. ("Noble")
- Armand Corporation ("Armand")

Agreements to be Approved:

- A CM Contract primarily for the provision of certain on-call CM services substantially as described herein with each of the Contractors (each a "Contract" and collectively the "Contracts")
- Any needed Funding Source Agreements

Amounts to be Approved:

- A total of $50,000,000, with each Contract being for up to $10,000,000 consisting of up to $2,000,000 for each year of the initial three-year term and for each of two one-year option periods
- For each Contract, any amount allocated for any contract year not used in that year may be used in subsequent contract years

It is expected that future Executive Committee authorizations will be sought to amend the Contracts to provide for additional expenditures on various projects.

Source of Funds to NYCEDC: It is anticipated that the Contracts will be funded principally by City Capital Budget funds. However, for all payments, NYCEDC may use other types of available funds, including, without limitation, revenues from NYCEDC–managed properties and Federal, State or other grant funds.

Proposed Resolution: To authorize the President and any empowered officer (a) to enter into a Contract with each of McKissack, Gilbane, Skanska, Noble and Armand, and any needed Funding Source Agreements, all substantially as described herein, and (b) to exercise the options for such Contracts

Background: NYCEDC performs a variety of construction management functions on behalf of the City. NYCEDC's current property management portfolio includes various waterfront, railroad and other properties owned, managed and/or leased by the City or by NYCEDC. NYCEDC also regularly assists the City by undertaking or participating in

capital and other projects at these and other properties (including privately-owned properties), in order to implement the City's economic development goals (the management portfolio properties and all other properties collectively, the "Properties").

NYCEDC issued an RFP for contractors to provide CM services (the "Services") at various properties located throughout the City, for two separate streams of services as more particularly described herein. Different contractors were selected for each of the streams. The separate work streams were developed in an effort to encourage meaningful participation by emerging CMs. While both work streams include the same Project services, the selection and award criteria for each differ.

- Work Stream 1 – Established CM (McKissack, Gilbane and Skanska)

Workstream 1 is intended for established CMs. This means that the CM meets the following criteria:

  - The contractor has a minimum of five years' experience in providing CM services;
  - The contractor has managed, with respect to construction, repairs and maintenance work, a minimum of $100 million per year volume of work for the past five years;
  - The contractor has directly entered into a minimum of $10 million of contracts per year for the past five years where the firm was directly responsible for the administration and management of subcontracts including, without limitation, making payments to subcontractors and monitoring insurance coverage;
  - The contractor has experience in multiple delivery methods, including design-bid-build, design-build, design-build operate, and maintain-operate; and
  - The contractor has experience in conducting conditions evaluations, feasibility studies, multi-discipline design reviews, applicable code compliance reviews, cost estimating, value engineering, energy cost reduction studies, and construction management and inspection service.

- Work Stream 2 – Emerging CM (Noble and Armand)

Work Stream 2 is intended for emerging CMs. This means that the CM meets the following criteria:

  - The contractor has minimum of three years' experience in providing CM services;
  - The contractor has not exceeded $5 million in net revenue, after subconsultant and subcontract payments to date.
  - The contractor has directly entered into contracts for the past three years where the firm was directly responsible for the administration and management of subcontracts including, without limitation, making payments to subcontractors and monitoring insurance coverage;

- The contractor has demonstrated capability in multiple delivery methods, including design-bid-build, design-build, design-build operate, and maintain-operate; and
- The contractor has demonstrated capability in conducting conditions evaluations, feasibility studies, multi-discipline design reviews, applicable code compliance reviews, cost estimating, value engineering, energy cost reduction studies, and construction management and inspection service.

Task assignments shall be made substantially as follows except as otherwise determined by NYCEDC:

- Established Contractors shall only be eligible for award of a project greater than $5 million and up to $15 million, unless NYCEDC's chief procurement officer ("CPO") approves an award greater than $15 million.

- Emerging Contractors shall only be eligible for award of a project of up to $5 million.

- In no event will awards greater than $15 million be made unless approved in writing by the CPO.

- Tasks shall be awarded using the following methods unless otherwise approved by the CPO:
  i. rotation, or other non-discretionary method of assignment, including where assignment pursuant to such method may be varied based on stated criteria (e.g., capacity or past performance);
  ii. assignment to or competition among particular consultants(s) with technical expertise particularly suited to the task order;
  iii. assignment to a particular consultant based on a vendor's particular geographic location, experience or knowledge;
  iv. assignment to a particular consultant based on NCYEDC's need to distribute task orders among consultants.

- In the event that a CM selected pursuant to one of the selection methods in paragraphs (i) or (ii) above is unable to perform the services on an individual task order or provide the goods to be purchased pursuant to an individual purchase order for reasons such as lack of capacity or conflict of interest, NYCEDC may disqualify that CM for purposes of that task order and select another vendor with approval of the CPO.

NYCEDC will only incur expenses for Project services performed under a particular Contract if and when it assigns work to a particular CM. It is anticipated that in the future Executive Committee authorizations will be sought to amend the Contracts to provide for additional expenditures on various projects that McKissack, Gilbane, Skanska, Noble and Armand are asked to undertake (including large projects) or manage. Such amendments may be done as set forth herein, including sole source amendments, as provided herein. These projects are currently unknown or not well defined and their funding is not included in the present budget for the Contracts.

McKissack, Gilbane, Skanska, Noble and Armand will act as CM on projects they undertake and will subcontract out most of the various needed project services required for the projects they undertake. Subcontractors may perform a wide array of services, including, without limitation, construction, engineering and architectural services, conditions surveys, remediating toxic and hazardous material, undertaking operations assessments, providing code and expediting services, and supplying specialty testing services. Generally, the CMs will procure subcontracts using procurement methods permitted to be used by CMs under NYCEDC's annual contracts with the City.

NYCEDC Project Code: 6452

Exhibit E

BROOKLYN WATERFRONT RAILROAD: OPERATION AND MAINTENANCE
Executive Committee Meeting
September 30, 2016

Project: Operation and maintenance of the Brooklyn Waterfront Railroad (the "BWRR")

Procurement: Sole source amendment to a contract with New York New Jersey Rail, LLC ("NYNJR"), a wholly owned subsidiary of the Port Authority that was chosen in 2010 on a sole source basis. As the sole railroad in possession of one or more barges suited for the rail carfloat services being undertaken and the necessary land-based facilities on the New Jersey side of New York Harbor proximate to the Brooklyn waterfront, NYNJR was and is uniquely qualified to operate the BWRR.

Contractor: NYNJR

Agreement to be Approved: Amendment (the "Amendment") to the operating agreement (the "Operating Agreement") among NYCEDC, NYNJR and the Port Authority for the operation and maintenance BWRR, which will extend the term until October 24, 2021.

Amount to be Approved: Such funds as may be required to perform the maintenance and capital replacement obligations of NYCEDC under the Operating Agreement and such payments as may be required pursuant to NYCEDC's indemnity of NYNJR, the Port Authority and certain related parties.

Source of Funds: Funds provided by NYNJR to maintain the Street Track as provided below and other funds available for expenditure at the time.

Proposed Resolution: To authorize the President and any empowered officer to enter into the Amendment substantially as described herein and to make such expenditures as may be required thereby.

Background: For purposes of the Operating Agreement, the BWRR generally consists of rail assets and real property in Sunset Park, Brooklyn, including the:

- 51st Street Rail Yard, other than buildings at the 51st Street Rail Yard and the float bridge at the 51st Street Rail Yard that is owned by NYNJR;
- 65th Street Rail Yard, including two transfer bridges that support the rail barge service;
- Track within the South Brooklyn Marine Terminal ("SBMT"), serving SBMT's deep-draft marine berth and the Sims Municipal Recycling

Facility; and

- Track connecting the rail yards and SBMT, along with rail spurs along First Avenue (collectively, the "Street Track");

NYNJR is the sole provider of interstate rail freight service over the "Southern Gateway," a corridor linking the Greenville Rail Yard in Jersey City, New Jersey ("Greenville") and Sunset Park, Brooklyn, by a rail barge service across New York Harbor. NYNJR provides rail freight services to shippers based on the Brooklyn waterfront and interchanges rail traffic with Conrail in New Jersey and the New York & Atlantic Railway in Brooklyn.

These freight rail operations are critical to the City's policy goal of removing heavy trucks from the road, as each rail car carries the equivalent of up to four truck loads. In addition, this freight rail access enables businesses to take advantage of rail's higher efficiencies and lower per-unit shipping costs to preserve and even expand industrial and distribution operations in the City, thus preserving or increasing industrial employment.

Since the execution of the Operating Agreement in 2010 and the completion of City, NYCEDC and Port Authority related investments, rail traffic volumes have more than tripled on the NYNJR system, rising from 1,229 carloads in 2010 to a projected 3,600 - 4,000 carloads in 2016. This represents approximately 14,000 to 16,000 tractor-trailer trucks per year removed from City highways and roads on their way to facilities in Brooklyn, Queens and Long Island.

The Port Authority's rehabilitation of team tracks 1 and 2 at the 65th Street Rail Yard and aggressive marketing by NYNJR has increased transload operations at the 65th Street Rail Yard tenfold since Spring 2016, primarily in construction materials. This increases the competitiveness of local businesses using these facilities by reducing their transportation costs. In August 2016 alone these transload operations also removed 140 to 160 long-haul trucks from City streets and highways.

Commodities that move over the railroad include building materials bound for Long Island, biodiesel and edible oils, potatoes, plastics, scrap steel, rail and railroad ties for MTA-New York City Transit subway operations, and recycled materials from the City-built rail connection to the Sims Municipal Recycling Facility, which commenced full operation in December 2013.

In short, working together, the City, NYCEDC, NYNJR and the Port Authority's long-standing commitment to improve the BWRR has opened up business opportunities for shippers, preserved or increased industrial employment, and reduced heavy truck volume and the attendant congestion, air quality, safety, and

maintenance impacts.

Since 2010, the Port Authority (on behalf of NYNJR) has invested or committed to invest $17.2 million in the BWRR, including the rehabilitation of all tracks at the 65th Street Rail Yard.

The Operating Agreement, as amended, is currently scheduled to end on Octorber 24, 2016. The Port Authority has requested a five year extension, which will enable it to complete its capital construction work both in Brooklyn and in Greenville, which includes significant capacity improvements to the cross harbor system such as the addition of two larger carfloats (currently under construction), transfer bridges improvements at Greenville and in Brooklyn (currently under construction), and an expanded rail yard at Greenville (out for bid). These improvements will allow NYNJR to stabilize its operations, increase carload volume and, ultimately, remove tens of thousands of trucks off City highways and roadways.

In consideration of this extension, NYCEDC has requested, and the Port Authority agreed to, greater transparency in NYNJR's finances, a mechanism to share in revenue should NYNJR reach and sustain profitability during the extension of the term of the Operating Agreement, and a path to kicking off negotiations of a long-term agreement for the operation of the BWRR.

Continuing Terms: The following key business terms of the Operating Agreement will remain the same during the extension period:

- Operations: NYNJR, at its own cost, performs all railroad operations on the BWRR, including all spotting and pulling of all rail traffic, all interchanging and switching, conducting and coordinating the cross harbor carfloat operations, and managing and dispatching all rail operations, and provides transload operations at both the 65th Street Rail Yard and the 51st Street Rail Yard.
- Maintenance: NYNJR, at its own cost, maintains the rail assets comprising the BWRR, with the exception of the Street Track, and provides $60,000 annually to NYCEDC to be applied by NYCEDC to maintain the Street Track as necessary. Upon termination of the Operating Agreement, NYCEDC will return any unspent balance of these funds to NYNJR. If the replacement or repair of any rail asset will cost more than $10,000, such work will be considered a "Capital Replacement" and NYCEDC will be responsible for the replacement and repair. It is not anticipated that NYCEDC will expend any funds on replacement and repair work, other than maintenance of the Street Track, for which it is not anticipated that more than $5,000 will be spent per annum.
- Fees: NYNJR retains all revenue from the operation of the BWRR and pays to NYCEDC, either from such revenues or its own funds, $2,000 per month and

other amounts substantially as set forth herein, including new participation payments hereafter described.

- Termination: Upon termination of the Operating Agreement, NYNJR agrees to apply for and obtain any necessary approvals to cease operations on the BWRR other than the portions over which its predecessor operated pursuant to a 1985 permit.
- The Port Authority: The Port Authority will cause NYNJR to satisfy its obligations under the Operating Agreement, including providing NYNJR all necessary financial resources.
- Indemnity: NYNJR indemnifies NYCEDC, the City and certain related parties for losses arising from NYNJR's operation of the BWRR or any of its other obligations under the Operating Agreement and other specified matters. NYCEDC indemnifies NYNJR, the Port Authority and certain related parties for losses arising from any failure by NYCEDC to perform its obligations under the Operating Agreement.

Amendment of Terms: The principal terms that will be amended during the extension of the Operating Agreement include:

- Term Extension: The end of the term of the Operating Agreement shall be extended from October 24, 2016 to October 24, 2021.
- Participation Payments to NYCEDC: In the event that NYNJR has operating profit from the cross harbor carfloat system (defined as an operating ratio of 90%), NYNJR will pay additional fees consisting of per-car participation payments into a new escrow fund held by NYCEDC dedicated to BWRR maintenance and improvements.
- Additional Reporting: Additional financial reporting provided by NYNJR.
- Long Term Agreement Negotiations: Provide that good-faith negotiations of a long-term agreement will begin no later than October 2019, or earlier if volume reaches 5,500 revenue cars annually or operating ratio hits 95%.

This Project was last presented to the Executive Committee on June 18, 2014.

NYCEDC Project Code: 3763

Exhibit F

NYCEDC INCUBATOR INITIATIVE: MADE IN NY MEDIA CENTER
Executive Committee Meeting
September 30, 2016

Project: Manage the existing Made in NY Media Center (the "Media Center"), a media and technology incubator that provides affordable workspace for media and entertainment projects and entrepreneurs; provides educational and networking programming to Media Center users and the broader community; and facilitates collaboration across media and entertainment industry segments.

Procurement Method: Sole source

Contractor: The Independent Feature Project, Inc. ("IFP")

Agreements to be Approved:

- An amendment (the "Amendment") to the existing agreement with IFP (the "Agreement") for the Project to provide additional funds for the Project to facilitate additional Project scope
- Any needed Funding Source Agreements

Amount to be Approved: Up to $530,000

Source of Funds: Tax Levy funds provided by the Mayor's Office of Media and Entertainment ("MOME")

Proposed Resolution: To authorize the President and any empowered officer to enter into the Amendment and any needed Funding Source Agreements substantially as described herein

Background: NYCEDC's incubator initiative is part of the City's strategy to help strengthen and diversify the City's economy. The goal is to build a network of incubators that offer affordable space and educational networking and mentoring services to entrepreneurs across various industries in the City. Since the commencement of the initiative, NYCEDC has helped to launch 18 incubators across several industries, including technology, food manufacturing, fashion and arts.

NYCEDC and IFP entered into the Agreement for the Media Center located at 30 John Street in Brooklyn, in October 2012 for a term of eight years. Occupying approximately 20,000 square feet, the Media Center offers affordable workspace to incubate media projects and start-ups along with a wide range of programming targeted at Media Center users and the greater community. The facilities also include a café, media exhibition and gallery space, a production grade theater and classrooms. The Media Center currently has over 120 members and continues to see increased interest from creative and technology companies.

The additional funding provided under the Amendment will be used principally to implement an updated version of the standing incubator services plan, to continue successful programs, and to create the initial phase of new programs; all programming is intended to encourage innovative content creation, industry innovation and sector diversity. The programs to be funded include:

- **Diversity Fellowships**. IFP contemplates that it will award 10-12 fellowships to individuals with diverse skill sets and professional backgrounds seeking to produce films and create content, to develop innovative products or to launch new media/technology ventures that reflect a diversity of voice and participation in the industry. These fellowships are contemplated to include, among other matters, twelve months of incubator space at the Made in NY Media Center, mentorship by industry leaders and knowledgeable IFP staff, access to IFP classes, and networking events and facilities.

- **Entrepreneur Development Grants**. IFP will provide grants of up to $10,000 to content creators, including independent filmmakers, documentarians and fledgling media and entertainment businesses that hold promise in creating innovative content and products that contribute to the overall development in the field.

- **Professional Development Programs**. IFP will support New York City-based media and film professionals with a series of programs including, without limitation, pitch workshops. The pitch workshops will provide training and advice on how to pitch project to funders.

- **Youth Programs in Media and Film**. IFP will conduct a series of trainings for New York City youth interested in media and film. It is contemplated that this outreach will include workshops on using smartphones to create and edit video content.

- **"Made in NY" Honors at the 2016 IFP Gotham Awards**. In the context of IFP awarding the Gotham Appreciation Award to MOME for its 50 years of service to the film industry, MOME will have the opportunity to bring to stage the three honorees for the Made in NY Award for their contributions to New York City's media and entertainment industry during the IFP Gotham Awards ceremony on November 28, 2016.

- **Thought Leadership Business Summits**. Event series targeting large media and media-tech corporations for engagement on corporate innovation including company culture, employee engagement, scaling business and the future of work.

NYCEDC proposes awarding the Amendment on a sole source basis since IFP already has a contract to operate the Media Center and has a long history of identifying and

supporting innovative creators and media projects early on in their development, supporting them to execution. This curatorial expertise has been successfully adapted to the Media Center where much of the membership has grown their ideas into scalable businesses, grown their teams and productively integrated with the industry-ecosystem at large. IFP's unique ability to further support these viable projects will allow NYCEDC to further the mission of supporting and impacting the growth of the media/technology sector in New York City.

The Media Center incubator project was last presented to the Executive Committee on June 17, 2015.

NYCEDC Project Code: 3662

Exhibit G

DIGITAL INFORMATION PORTAL FOR WE NYC
Executive Committee Meeting
September 30, 2016

Project: A consultant assisting SBS and NYCEDC to continue development of the Women Entrepreneurs NYC ("WE NYC") digital portal, and provide related, ongoing content management services. The portal provides underserved women entrepreneurs with centralized, quality information on local and national resources that will help them start, operate and grow their businesses.

Procurement Method: Sole source amendment to a contract that was competitively procured

Contractor: Blenderbox, Inc. ("Blenderbox")

Agreements to be Approved:

- An amendment (the "Amendment") to the existing consultant contract (the "Consultant Contract") with Blenderbox for Project related services to provide that Blenderbox shall provide services related to ongoing content management
- Any needed Funding Source Agreements

Amounts to be Approved: Up to an additional $80,000 for the remaining two years of the Consultant Contract, with up to $40,000 for each year

Source of Funds: City Tax Levy funds

Proposed Resolution: To authorize the President and any empowered officer to enter into the Amendment and any needed Funding Source Agreements, substantially as described herein

Background: In Spring of 2015, SBS, Deputy Mayor Alicia Glen and First Lady Chirlane McCray introduced the WE NYC initiative to address the gap women entrepreneurs face in accessing resources like skill-based supportive services, networks, funding, mentorship and quality information.

In July 2015, Mayor Bill de Blasio announced the launch of the WE NYC web portal, a digital one-stop shop for small business owners. Within the portal, women entrepreneurs are provided quality information regarding access to capital, skill-building opportunities, mentorship, and connections to other entrepreneurs through a variety of interactive online tools. Some of the portal's specific functionality includes how-to-guides for starting a business; a directory of organizations that support entrepreneurs; a searchable database of courses and professional development events; a map of women-owned businesses; question and answer tools to interact with mentors; narratives from successful business owners; and tools for direct, peer-to-peer interaction. The site sought to reach 1,000 underserved women entrepreneurs monthly with online traffic.

Blenderbox was contracted to design the site's basic architecture with 10 features based on user-testing for a live launch. The site went live in July 2016 and in its first week served over 2,000 users. The Amendment is to provide funding for ongoing content management services for the site on the .nyc domain provided by a subcontractor managed by Blenderbox, and compliant with WE NYC and .nyc guidelines. These services will be provided as Blenderbox also continues to develop new features on the .nyc domain and manage the functionality of the site in its entirety. Ongoing content management services will broadly include the provision of evergreen content and the curation of live content updates (i.e. managing the events calendar, verifying newly added map data, curating mentorship live feedback and blog posts).

This Project was last presented to the Executive Committee on December 23, 2015.

NYCEDC Project Code: 6397

Exhibit H

WE NYC LEADERSHIP WORKSHOP
Executive Committee Meeting
September 30, 2016

Project: Retaining a consultant to help implement WE NYC Leadership Workshop, the goal of which is to support leadership skills for women entrepreneurs and to educate women entrepreneurs from underserved communities about soft skills, such as negotiating contracts, collaborative leadership techniques and pitch development. Deliverables for the project include: running workshops based on the pilot workshop developed in the first phase of this project, including the developed workshop materials, offering a 'train the trainer' curriculum, and utilizing the developed metrics. This 12-hour workshop will be offered to approximately 500 women annually in Spanish, English and Chinese in cohorts of approximately 25 through various outreach partners and the consultant.

Procurement Method: Sole source amendment to a contract with a consultant that was competively procured

Contractors: Next Street Financial LLC ("Next Street")

Agreements to be Approved:

- Amendment (the "Amendment") to the existing one year consultant contract (the "Consultant Contract") with Next Street for Project related services to increase the amount payable thereunder, to extend the term thereof and to provide for services substantially as described herein
- Any needed Funding Source Agreements

Amount to be Approved: Up to $240,000 for the Amendment, bringing the total authorized amount for the Consultant Contract to up to $364,410

Source of Funds: City Tax Levy funds

Proposed Resolution: To authorize the President and any empowered officer to enter into the Amendment and any needed Funding Source Agreements, substantially as described herein

Background: In Spring of 2015, SBS, Deputy Mayor Alicia Glen and First Lady Chirlane McCray introduced the WE NYC initiative to address the gap women entrepreneurs face in accessing resources like skill-based supportive services, networks, funding, mentorship and quality information.

Research conducted by SBS as a foundation for the WE NYC initiative found that nearly 75 percent of women entrepreneurs cited lack of confidence as a challenge, and fewer than one-third rate themselves as proficient in areas critical for running a business. These issues are most pronounced within demographic groups with fewer resources,

such as women with low incomes, women who live in outer boroughs, and women owners of businesses with less than $10,000 in annual revenue, making them important targets for this WE NYC program. The workshop, WE Master Leadership Workshop, is designed to increase women entrepreneurs' confidence and provide them the insight necessary to grow and sustain their businesses.

The consultant, Next Street, was contracted to develop and refine the core curriculum, the train the trainer curriculum, and the delivery model through user-testing, and to deliver pilot workshops. As prescribed by the developed delivery model, each workshop consists of three 4-hour sessions and 20 workshops are planned to be delivered each year for the next two years. The pilot workshops were developed and piloted ahead of schedule and served 60 women entrepreneurs in English and Spanish languages. The Next Street team received a strong response from the target audience and entrepreneurs who participated in the pilot workshops reported an overwhelmingly positive experience.

The Amendment will allow Next Street to deliver this program successfully at scale to approximately 500 underserved women entrepreneurs (outer borough, immigrant, and/or low-income) citywide in Spanish, English and Chinese languages, and will extend the program for two more years. The amended scope will also provide funding for additional outreach to ensure underserved women entrepreneurs are being reached.

This Project was last presented to the Executive Committee on December 23, 2015.

NYCEDC Project Code: 6397

Staff: Alysa Hannon, Senior Project Manager, Center for Urban Innovation
Busayo Olupona, Counsel

Exhibit I

CITYWIDE REHABILITATION/IMPROVEMENTS
Executive Committee Meeting
September 30, 2016

Project: Work related to waterfront and other facilities at various locations in the City

Procurement Method: Sole source amendments to contracts that were competitively procured. Each Contractor is acting as a CM and procuring subcontractors for the Project work assigned to it in a manner permitted under its contract, with the primary procurement method anticipated to be a method similar to the CM method of procurement in NYCEDC's contacts with the City.

Contractors:

- Hunter Roberts
- LiRo
- Skanska

Agreements to be Approved for Project Work:

- One or more amendments (the "Hunter FM/CM Amendments") to NYCEDC's FM/CM Contract with Hunter Roberts (the "Hunter FM/CM Contract") to provide for Project services
- One or more amendments (the "LiRo FM/CM Amendments") to NYCEDC's FM/CM Contract with LiRo (the "LiRo FM/CM Contract") to provide for Project services
- One or more amendments (the "Skanska Waterfront Amendments") to NYCEDC's contract with Skanska for CM services primarily for waterfront and railroad related properties and neighboring properties, and infrastructure (the "Skanska Waterfront Contract") to provide for Project services
- Any needed Funding Source Agreements

Amounts to be Approved:

- Up to $10,625,000 for the Hunter FM/CM Amendments
- Up to $550,000 for the LiRo FM/CM Amendments
- Up to $1,500,000 for the Skanska Waterfront Amendments

Sources of Funds to NYCEDC:

- Up to $625,000 of NYCEDC programmatic budget funds
- Up to $12,050,000 of City Capital Budget funds

Proposed Resolution: To authorize the President and any empowered officer to enter into the Hunter FM/CM Amendments, LiRo FM/CM Amendments, Skanska Waterfront Amendments and any needed Funding Source Agreements, substantially as described herein

Background: Under its annual contracts with the City, NYCEDC manages certain City-owned property and projects at City-owned property. NYCEDC also leases properties

from the City and undertakes various other projects at the direction of the City. At this time, NYCEDC proposes that Hunter Roberts, LiRo and Skanska undertake substantially the Project work listed in Attachment A. Attachment A indicates the responsible Contractor and the maximum amounts to be spent for the specified work, as well as the contract the work will be performed under. The Project costs, in most cases, will include engineering, design, construction, construction management and/or insurance costs.

With NYCEDC's approval, subcontractors retained by the Contractors may, in turn, subcontract certain work.

Estimated approximate payments to be made to the respective Contractors for CM services and their costs of insurance related to the portion of the Project undertaken by them are as follows:

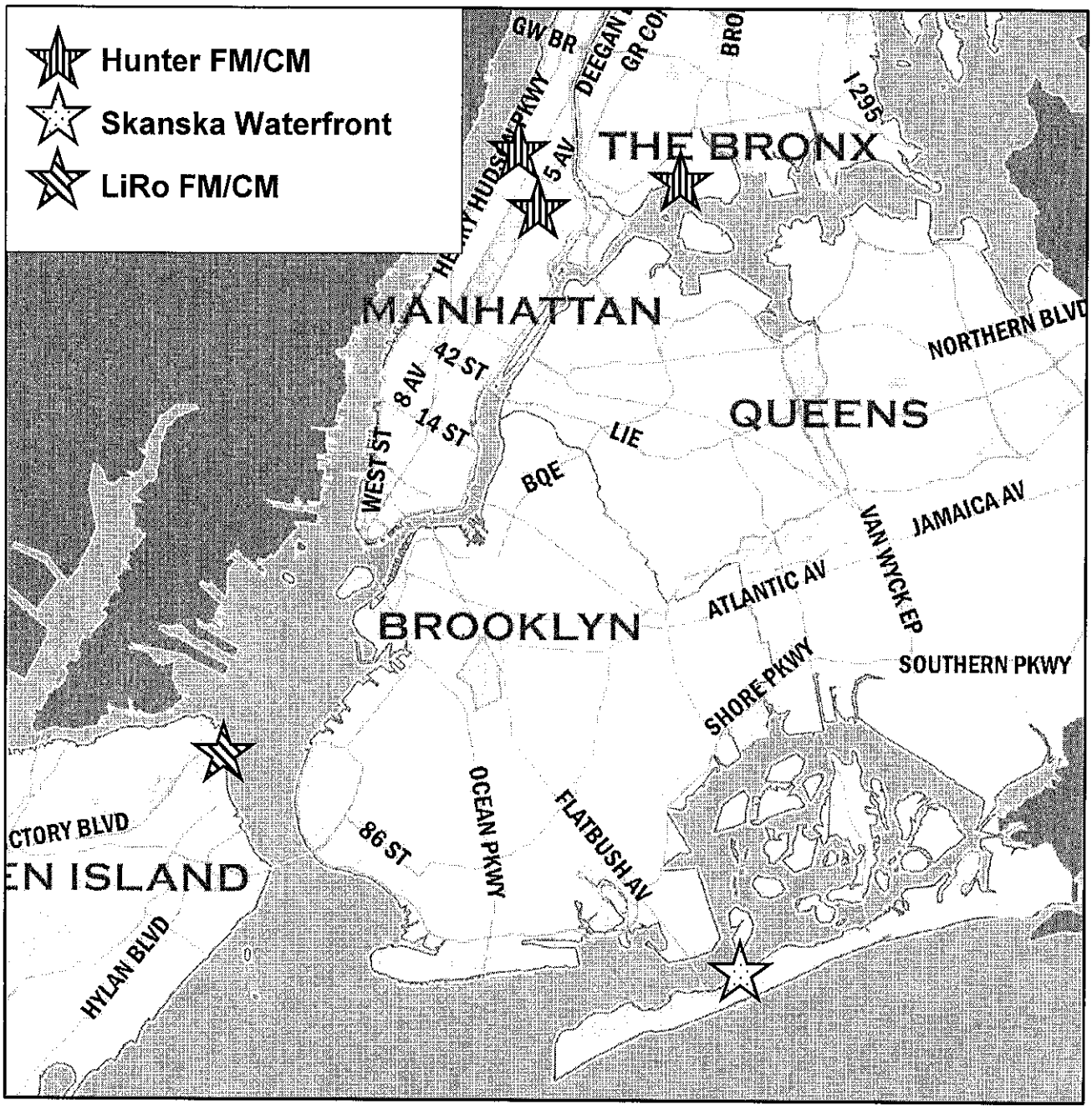
Contractor	Approximate Payment
Hunter Roberts	$ 850,000
LiRo	$ 44,000
Skanska	$ 120,000

The Citywide Rehabilitation/Improvements Project was last presented to the Executive Committee on August 2, 2016.

NYCEDC Project Codes: See Attachment A.

Attachment A

Contract	Work Site	Borough	Project Work	Estimated Maximum Cost	Project Code
Hunter FM/CM	New Fulton Fish Market	Bronx	Rehabilitation of the New Fulton Fish Market facility.	$10,000,000 (capital budget)	TBD
Hunter FM/CM	La Marqueta Plaza	Manhattan	Work related to the design of the La Marqueta Plaza	$200,000	6725
Hunter FM/CM	Building at 3940 Broadway (that includes the former Audubon Ballroom)	Manhattan	Installation of a new HVAC system for a portion of the building at 3940 Broadway	$425,000	6501
			Total Hunter FM/CM Amendments	**$10,625,000**	
LiRo FM/CM	St. George Theater	Staten Island	Additional funds are available and will be used for rehabilitation of and improvements to the St. George Theater. Money for rehabilitation of and improvements to the St. George Theater was previously authorized by the Executive Committee.	$550,000 (capital budget)	6415
			Total LiRo FM/CM	**$550,000**	
Skanska	125th to 130th Street, Rockaway	Queens	Rehabilitation of tide gates and outfalls to mitigate flooding	$1,500,000 (capital budget)	5912
			Total Skanska Waterfront Amendment	**$1,500,000**	



LDCMT-26-7658

Exhibit J

WIRELESS ELECTRONIC ACCESS CONTROL SYSTEM SERVICES
Executive Committee Meeting
September 30, 2016

Project: To provide wireless electronic access control system services for various sites managed by NYCEDC throughout New York City. This system would allow NYCEDC to use padlocks and battery operated keys, keep track of the use of the keys and access, and grant and deny access.

Procurement Method: Publicly advertised RFP

Contractor: A+ Technology & Security Solutions, Inc. ("A+ Technology")

Agreement to be Approved: A contract with A+ Technology for Project services (the "A+ Technology Contract")

Amounts to be Approved: Up to $200,000

Sources of Funds to NYCEDC: NYCEDC's programmatic budget

Proposed Resolution: To authorize the President and any empowered officer to enter into the A+ Technology Contract, substantially as described herein

Background: Under its annual contracts with the City, NYCEDC manages certain City-owned property and projects at City-owned property. NYCEDC also owns properties and leases properties from the City and undertakes various other projects at the direction of the City.

In the past, properties managed by NYCEDC have been secured with a typical padlock which can be bought in any hardware store. It is proposed to use a wireless electronic access control system that will allow for a greater control of keys, keep track of the use of the keys and access, and give NYCEDC the ability to grant and deny access based on time or a person's level of access. At this time, NYCEDC proposes to initially undertake this system at portions of Brooklyn Wholesale Meat Market, BAT and 600 Food Center Drive in the Bronx. The use of the system may be expanded to other properties managed by NYCEDC. NYCEDC anticipates the provision of the services under the A+ Technology Contract through July 31, 2020.

As the selected contractor for the Project, A+ Technology shall provide the materials and perform the tasks necessary to install and maintain the electronic access control system.

NYCEDC Project Code: 6495

Project Location:

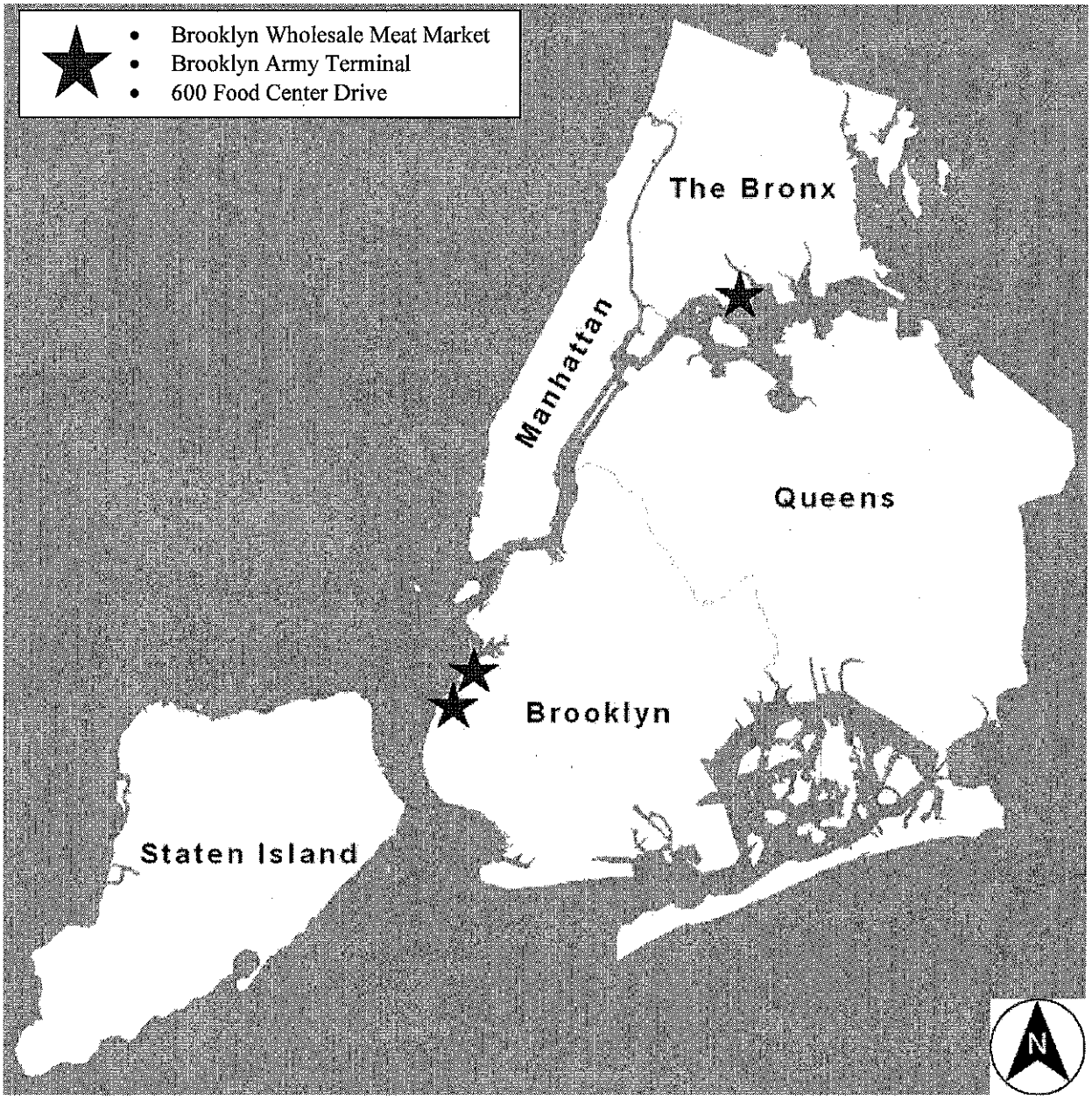


Exhibit K

ON- CALL URBAN PLANNING AND DESIGN SERVICES
Executive Committee Meeting
September 30, 2016

Project: On-call urban planning and design services, including market analysis and public outreach services

Procurement Method: Sole source amendments to contracts that were competitively procured through an RFP

Contractors (collectively, the "Consultants"):

- Beyer Blinder Belle, Architects and Planners, LLP
- Gensler Architecture, Design & Planning, P.C.
- FXFOWLE Architects, LLP
- Perkins Eastman Architects, D.P.C.
- Claire Weisz Architects d/b/a WXY architecture + urban design

Agreements to be Approved:

- Amendments to existing consultant contracts (the "Consultant Contracts") with the Consultants for Project services (collectively, the "Consultant Contract Amendments")
- Any Funding Source Agreements necessary to obtain funds for any tasks under the Consultant Contracts

Amount to be Approved: Up to $3,000,000 in the aggregate for the Consultant Contract Amendments

Sources of Funds to NYCEDC: Will vary depending on the particular task. Sources may include, without limitation, IDA, Capital Budget funds, NYCEDC's programmatic budget, FEMA, CDBG-DR and other sources.

Proposed Resolution: To authorize the President and any empowered officer to enter into the Consultant Contract Amendments and any needed Funding Source Agreements, substantially as described herein

Background: NYCEDC's Executive Committee previously approved consultant contracts, and amendments thereto, for on-call urban planning and design services to meet the needs of projects quickly and efficiently as they arise. In December 2015, the Executive Committee approved up to $5,000,000 in the aggregate for the Consultant Contracts. At that time, it was anticipated that authorization from the Executive Committee would be requested if funding were to be expended before the conclusion of the approximately two year term of the original Consultant Contracts. Since execution of the Consultant Contracts, NYCEDC has authorized approximately $4,800,000 in work under these contracts, and in anticipation of future needs is now proposing to authorize up to $3,000,000 in additional funding.

NYCEDC will continue to issue task order assignments to the Consultants on a task-by-task or project assignment basis. It is anticipated that each assignment will have its own distinct funding source(s).

The On-Call Urban Planning and Design Services Project was last presented to the Executive Committee on December 23, 2015.

NYCEDC Project Code: 2184

Exhibit L

NYC & COMPANY, INC: BRIDGE LOAN
Executive Committee Meeting
September 30, 2016

Project: A bridge loan to NYC & Company, Inc. ("NYC&CO") principally for operating expenses

Contractor/Borrower: NYC&CO

Loan/Agreement to be Approved: A bridge loan made by NYCEDC to NYC&CO to provide funding principally for operating costs pending registration of an NYC&CO contract with the City and any related agreement (the "Agreement")

Amount to be Approved: $4,000,000

Source of Funds to NYCEDC: NYCEDC programmatic budget funds

Proposed Resolution: To ratify NYCEDC having loaned $4,000,000 to NYC&CO and approve NYCEDC entering into any needed Agreement

Background: NYC&CO provides resources for visitors in the City. In addition to an integrated market development team in New York City with a focus on group, meeting/convention, leisure and events–motivated travel there is also a global communications and market promotion network around the globe, including 17 representative offices on five continents, to promote visitation. Together with satellite convention sales offices in the United States to develop group business, NYC&CO's marketing efforts—both consumer and business facing—position the City to attract business and leisure travelers.

The City is in the process of renewing its contract with NYC&CO to provide operating funding. Because of a delay in submitting the contract to the Comptroller's Office, NYC&CO has borrowed $4,000,000 from NYCEDC to meet immediate operating expenses. It is expected that once its contract with the City is registered, the funds can be repaid within 10 business days, anticipated to be no later than end of October. No interest will be charged.

Exhibit M

ON-CALL CITYWIDE RUBBISH REMOVAL SERVICES
Executive Committee Meeting
September 30, 2016

Project: Rubbish removal at various sites managed by NYCEDC and designated by NYCEDC for such services

Procurement Methods: A sole source amendment to the current rubbish removal services contract originally procured using the small purchase method. Also, a new rubbish removal services contract procured through a publicly advertised RFP, which received only one response, from the current contractor. Since there was only one response, the new contract will be considered a sole source contract under NYCEDC's annual contracts with the City.

Contractor: Filco Carting Corp. ("Filco")

Agreements to be Approved:

- An amendment (the "Filco Amendment") to the current contract with Filco for Project services to increase the amount payable thereunder from $95,000 to $145,000.
- A new contract (the "Filco Contract") with Filco to provide Project services for 3 years.

Amounts to be Approved:

- Up to $50,000 for the Filco Amendment
- Up to $1,000,000 for the Filco Contract

Sources of Funds to NYCEDC: NYCEDC programmatic budget funds

Proposed Resolution: To authorize the President and any empowered officer to enter into the Filco Amendment and the Filco Contract, substantially as described herein

Background: Pursuant to its annual contracts with the City, NYCEDC manages certain City-owned property, and owns and leases properties. As part of its management duties for the City-owned properties and NYCEDC owned and leased properties, NYCEDC requires various contractors to provide various services on an on-call or pre-described basis. One of the services that NYCEDC contracts for is rubbish removal.

NYCEDC procured a small purchase contract for Project services in January of 2016 while developing the RFP for the Project services. The small purchase contract was entered into with Filco. While the small purchase contract has been in place, services have been performed at more sites than originally contemplated, which depleted most of the funds under the contract.

NYCEDC released an RFP for the Project services and there was only one respondent, which was Filco. Filco is one of the few vendors that provides Project services for all

Boroughs. If NYCEDC were to fail this RFP and re-release it, NYCEDC believes that Filco would be the sole respondent once again. Therefore, NYCEDC proposes to enter into the Filco Contract rather than failing this RFP, and to enter into the Filco Amendment to allow Project services to continue until the Filco Contract is entered into. NYCEDC operations require rubbish removal services at several sites and these services cannot be disrupted. The amount proposed for the Filco Amendment is projected to last another two months, which would give NYCEDC time to enter into a new contract without disrupting services already in place.

NYCEDC Project Code: 6222