

**CONVENTION CENTER DEVELOPMENT CORPORATION**

**MEETING OF THE DIRECTORS**

**Tuesday**

**March 15, 2016**

**NEW YORK CONVENTION CENTER DEVELOPMENT CORPORATION**

**MEETING OF THE DIRECTORS**

633 Third Avenue, 37<sup>th</sup> Floor Board Room

Tuesday

March 15, 2016 – 3:30 p.m.

New York, New York

**AGENDA**

**I. FOR INFORMATION**

- A. President's Report – Oral Report

**II. FOR CONSIDERATION**

- A. New York (New York County) – Jacob K. Javits Convention Center Renovation and Expansion Civic Project – Annual Operating Budget and Capital Expense Authorization for FY 2016-2017 – Authorization to Adopt an Annual Operating Budget and Capital Expense Authorization for FY 2016-17 and To Take Related Actions
- B. New York (New York County) – Jacob K. Javits Convention Center Expansion and Renovation Civic Project and Land Use Improvement Project – Retention of Outside Counsel to Provide Legal Services – Authorization to Enter into a Contract for Legal Services Related to the Proposed Expansion of the Jacob K. Javits Center and To Take Related Actions
- C. New York (New York County) – Jacob K. Javits Convention Center – Authorization to Amend the Contract with Javits II Architecture LLC to Extend the Term; Ratification of the Seventh Amendment to the Contract with Javits II Architecture LLC; Authorization to Take Related Actions
- D. New York (New York County) - Jacob K. Javits Convention Center – Authorization to Retain Tishman Construction Corporation and to Take Related Actions

**ITEM I.A.**

**(Oral Report)**

# **ITEM II.A.**



**New York  
Convention Center  
Development  
Corporation**

A Subsidiary of Empire State Development

**FOR CONSIDERATION**

March 15, 2016

TO: The Directors

FROM: Sarah Saint-Amand

SUBJECT: New York (New York County) – Jacob K. Javits Convention Center  
Renovation and Expansion Civic Project – Annual Operating Budget and  
Capital Expense Authorization for FY 2016-2017

REQUEST FOR: Authorization to Adopt an Annual Operating Budget and Capital Expense  
Authorization for FY 2016-17 and To Take Related Actions

---

**I. BACKGROUND**

In furtherance of the Comptroller's oversight responsibilities as set forth in Article X, Subsection 5 of the State Constitution and Subsection 8(14) of the State Finance Law, the Comptroller's Office has promulgated regulations regarding the preparation, approval, submission and reporting of budgets and financial plans by public authorities ("Regulations").

The Regulations require, among other things, that prior to the commencement of the fiscal year the Directors of the New York Convention Center Development Corporation ("NYCCDC" or the "Corporation") adopt an annual budget. A proposed Operating Budget and Capital Expense Authorization is attached here for your review. The Operating Budget will be funded with Unrestricted Funds of the Corporation. The Capital Expense Authorization will be funded with Unrestricted Funds of the Corporation as well as additional proceeds from the Hotel Unit Fee Secured Bond Series 2015.

**I. THE FY 2015-2016 OPERATING BUDGET AND CAPITAL EXPENSE AUTHORIZATION**

The proposed Operating Budget for FY 2016-2017 shows a decrease of 9 percent compared to the Operating Budget for FY 2015-2016, primarily due to a decrease in salary attributed to NYCCDC staff. The proposed Capital Budget will fund (1) capital improvements related primarily to life safety, as discussed in board meetings in November 2015 and January 2016, and (2) projected expenses for early design and anticipated construction work and site preparation related to the proposed expansion project.

**II. AFFIRMATIVE ACTION**

The New York State Urban Development Corporation d/b/a Empire State Development (“ESD”) non-discrimination and affirmative action policy will apply to this initiative. ESD, on behalf of the NYCCDC, has established a project goal of 30 percent Minority/Women-owned Business Enterprise contractor and/or subcontractor participation during development of the Project, which includes the preconstruction and construction phases, and an overall goal of 30 percent minority and female workplace participation during construction.

**III. ENVIRONMENTAL REVIEW**

ESD staff, on behalf of the NYCCDC, has determined that the requested authorization to adopt the annual Operating Budget and Capital Expense Authorization constitutes a Type II action as defined by the New York State Environmental Quality Review Act and the implementing regulations of the New York State Department of Environmental Conservation. No further environmental review is required in connection with this authorization. Capital projects are approved by the Board of Directors under separate actions and, as necessary, would be subject to environmental review prior to such Board approval.

**IV. REQUESTED ACTION**

The Directors are requested to adopt the Annual Operating Budget and Capital Expense Authorization as set forth in the attachments and to delegate authority to the appropriate officers to take related actions.

**V. ATTACHMENTS**

Resolution

Proposed Annual Operating Budget and Capital Expense Authorization for FY 2016-2017

March 15, 2016

NEW YORK (NEW YORK COUNTY) – Jacob K. Javits Convention Center Expansion and Renovation Civic Project – Annual Operating Budget and Capital Expense Authorization for FY 2016-2017 – Authorization to Adopt an Annual Operating Budget and Capital Expense Authorization for FY 2016-2017 and to Take Related Actions

---

RESOLVED, that, in accordance with the materials presented at this meeting and ordered filed with the records of the Corporation (the “Materials”), the Corporation hereby adopts the Annual Operating Budget and Capital Expense Authorization for FY 2016-2017 presented to this meeting and included in the Materials, subject to the availability of funds; and be it further

RESOLVED, that, the President or her designee(s) be, and each of them hereby is, authorized and directed, in the name of and on behalf of the Corporation, to execute and deliver any and all documents and to take all actions as may be necessary or proper to effectuate the foregoing.

\* \* \*

**Empire State Development  
NY Convention Center Development Corp  
Operating Spending Plan FYE 2017**

	Spending Plan FYE 2016	Spending Plan FYE 2017
<b><u>PERSONAL SERVICES</u></b>		
Salaries	138,285	82,135
Fringe Benefits	52,548	31,211
<b>TOTAL PERSONAL SERVICES</b>	<b>190,833</b>	<b>113,346</b>
<b>HEADCOUNT</b>	<b>1.0</b>	<b>0.5</b>
<b><u>NON-PERSONAL SERVICES</u></b>		
<b>Professional Fees</b>		
Legal / Accounting Fees	20,500	20,000
Consultant Fees	0	45,000
<b>Total Professional Fees</b>	<b>20,500</b>	<b>65,000</b>
<b>Other Non-Personal Services</b>		
Employee Travel & Meals	1,500	1,500
On-line Services/ Due & Subscriptions	50	50
Office Occupancy Expenses	26,500	26,500
Insurance	20,473	26,103
Repairs/ Maint /Prop Mgmt/ Outside Serv.	8,000	10,000
Telephone/Fax/Internet	500	500
Office Supplies / Printing / Advertising	300	300
Computers/Software/Equipment	0	0
<b>Total Other Non Personal Services</b>	<b>57,323</b>	<b>64,953</b>
<b>TOTAL NON-PERSONAL SERVICES</b>	<b>77,823</b>	<b>129,953</b>
<b>TOTAL OPERATING BUDGET</b>	<b>268,656</b>	<b>243,299</b>

**Empire State Development  
NY Convention Center Development Corp  
Capital Expense Authorization FYE 2017**

---

	Spending Plan FYE 2016	Spending Plan FYE 2017
Acquisition Costs	0	0
Design & Other Soft Costs	2,000,000	3,000,000
Legal Costs	0	30,000
Property Management/Maintenance Costs	0	0
Insurance	0	0
Demolition & Site Clearance	0	10,000,000
Construction Costs	7,000,000	25,000,000
Other Misc. Costs	0	0
<b>TOTAL CAPITAL BUDGET</b>	<u><u>9,000,000</u></u>	<u><u>38,030,000</u></u>

# **ITEM II.B.**



**FOR CONSIDERATION**

March 15, 2016

**TO:** The Directors

**FROM:** Sarah Saint-Amand

**SUBJECT:** Jacob K. Javits Convention Center Expansion and Renovation Civic Project and Land Use Improvement Project – Retention of Outside Counsel to Provide Legal Services

**REQUEST FOR:** Authorization to Enter into a Contract for Legal Services Related to the Proposed Expansion of the Jacob K. Javits Center and To Take Related Actions

---

**I. CONTRACT SUMMARY**

**Counsel:** Hawkins, Delafield & Wood (“Counsel” or “Hawkins”)

**Scope of Services:** Counsel would provide legal services to New York Convention Center Development Corporation (“NYCCDC” or the “Corporation”) in connection with the Jacob K. Javits Convention Center Expansion and Renovation Civic Project and Land Use Improvement Project (“Project”)

**Contract Amount:** \$2,000,000

**Anticipated Term:** 3 Years

**Funding Source:** 2015 Bond Series (Hotel Unit Fee Secured)

**II. BACKGROUND**

On January 7, 2016, the Governor proposed that NYCCDC would begin the expansion phase of the (the “Expansion Project”). The proposed Expansion Project is comprised of:

- A new 480,000 SF truck marshaling facility that will accommodate all of the trucks servicing the convention center;
- a new 58,000 SF ballroom;
- approximately 92,000 SF of new expo space (12,000 SF net new);
- approximately 40,000 SF of new meeting room space; and
- approximately 22,000 SF of new outdoor space.

NYCCDC will need the assistance of outside counsel with a demonstrated track record of providing legal representation in connection with large-scale construction projects to assist with the procurements, drafting and negotiating of construction and other necessary Project agreements and to provide on-going legal advice during the course of the Project.

### **III. COUNSEL SELECTION PROCESS**

In April 2012, New York State Urban Development Corporation d/b/a Empire State Development (“ESD”) advertised for legal counsel generally in the following areas: real estate and land use; environmental; construction; condemnation, bankruptcy; labor; taxation; bond financing; foreclosure and, in each case, related litigation. Sixty-six firms responded (including Counsel), the responses were evaluated, and in September 2012 the Directors approved a Pre-Qualified Counsel List. Counsel was pre-qualified in the areas of real estate and land use. NYCCDC adopted ESD’s Pre-Qualified Counsel List on January 31, 2013.

ESD staff interviewed four of the pre-qualified firms, including Counsel. Based on our interviews with the respective attorneys, NYCCDC recommends the retention of Hawkins, Delafield & Wood to provide these services. NYCCDC’s recommendation is based on: (a) knowledge and expertise of the firm; and (b) in particular, the reputation and experience of the Counsel’s partners who will lead the Hawkins team.

Pursuant to State Finance Law Section 163 and the Corporation’s policy related thereto, staff has: a) considered Counsel’s ability to perform the services provided for in the proposed contract; and b) consulted the list of offerors determined to be non-responsible bidders and debarred offerors maintained by the New York State Office of General Services. Based on the foregoing, staff considers the Firm to be responsible.

#### **IV. SCOPE OF SERVICES**

Counsel would advise NYCCDC with respect to construction and real estate matters, as well as other related legal matters in connection with the proposed Project. Such services may include but are not limited to:

- Assisting in the planning stage of the Project and providing advice as to project definition, planning, goals, objectives and outcomes, structure of the commercial, contract and financing elements of the project, developing strategies for maximizing competition among proposers, and assistance in assuring compliance with required procurement procedures;
- Assisting with respect to Requests for Qualifications and Requests for Proposals preparation, issuance and evaluation;
- Drafting and negotiating any necessary design, construction and/or other Project agreements;
- Project implementation including addressing issues of contract application and administration that may arise during the course of the Project; and
- Drafting contract administration memoranda and/or amendments to any Project agreements as necessary.

#### **V. CONTRACT TERM, PRICE AND FUNDING**

The contract value shall be for an amount not to exceed \$2 million. The term of the contract is anticipated to be three years. Counsel would work at ESD standard rates for pre-qualified legal counsel, currently capped at \$400 per hour for partners. The source of funding will be the 2015 Bond Series (Hotel Unit Fee Secured).

#### **VI. ENVIRONMENTAL REVIEW**

ESD staff, on behalf of the NYCCDC, has determined that the requested authorization constitutes a Type II action as defined by the New York State Environmental Quality Review Act and the implementing regulations of the New York State Department of Environmental Conservation. No further environmental review is required in connection with the authorization.

**VII. NON-DISCRIMINATION AND CONTRACTOR & SUPPLIER DIVERSITY**

ESD's Non-Discrimination and Contractor & Supplier Diversity policies will apply to this contract. Counsel shall be required to include minorities and women in any job opportunities created, to solicit and utilize Minority and Women Business Enterprises ("MWBEs") for any contractual opportunities generated in connection with this procurement, and shall be required to use Good Faith Efforts (pursuant to 5 NYCRR Section 142.8) to achieve meaningful participation of MWBEs in relation to this procurement.

**VIII. REQUESTED ACTION**

The Directors are asked to: (1) make a determination of responsibility with respect to Hawkins, Delafield & Wood; and (2) authorize the Corporation to enter into a contract with Hawkins, Delafield & Wood as counsel for legal services as described in these materials for an amount not to exceed \$2 million. Compensation will be at hourly rates not to exceed applicable ESD limits.

**IX. RECOMMENDATION**

Based on the foregoing, I recommend approval of the requested action.

**X. ATTACHMENT**

Resolutions

March 15, 2016

NEW YORK (NEW YORK COUNTY) – Jacob K. Javits Convention Center Expansion and Renovation Civic Project and Land Use Improvement Project – Authorization to Enter Into a Contract with Hawkins, Delafield and Wood LLP

---

BE IT RESOLVED, that based on the materials presented at this meeting (the “Materials”), a copy of which is hereby ordered filed with the records of the Corporation, the Corporation hereby finds Hawkins, Delafield and Wood LLP to be responsible; and be it further

RESOLVED, that the Corporation is hereby authorized to enter into a contract with Hawkins, Delafield and Wood LLP for the purposes and services, and substantially on the terms and conditions as set forth in the Materials; and be it further

RESOLVED, that the President, or other Officer of the Corporation, or his or her designee(s) be, and each of them hereby is, authorized to take such action and execute such documents as may be necessary or appropriate to carry out the foregoing Resolutions. Any actions previously taken by the Corporation consistent with this authorization are hereby ratified and affirmed.

\* \* \*

**ITEM II.C.**



**New York  
Convention Center  
Development  
Corporation**

A Subsidiary of Empire State Development

**FOR CONSIDERATION**

March 15, 2016

**TO:** NYCCDC Board of Directors

**FROM:** Sarah Saint-Amand

**SUBJECT:** New York (New York County) - Jacob K. Javits Convention Center

**REQUEST FOR:** Authorization to Amend the Contract with Javits II Architecture LLC to Extend the Term; Ratification of the Seventh Amendment to the Contract with Javits II Architecture LLC; Authorization to Take Related Actions

---

**I. Contract Summary**

**Consultant:** Javits II Architecture LLC, a joint venture between FXFowle and Epstein, LLC.

**Scope of Services:** Completion of convention center expansion bridging documents; provide construction administration services in connection with the relocation of transformer yard and various utilities located under 39<sup>th</sup> St.

**Anticipated Term  
Of Amendment:** April 1, 2016 through June 30, 2018.

**Original Contract Amount  
(Inc. prior amendments):** \$96,701,934.

**Proposed Amendment  
Amount:** 4.8% of construction costs for the amendments scope of services. Not to exceed a total fee of \$3,190,550 for the scope of work included in the Seventh Amendment and \$15,796,938 for the scope of work included in the Eighth Amendment. Cumulative total not to-exceed amount for the seventh and eighth amendments is \$18,987,488.

**New Proposed Total  
Contract Amount:** Not to exceed a total fee of \$115,689,422.

**Funding Source:** 2015 Bond Series (Hotel Unit Fee Secured).

**Project Number:** Not applicable.

## **I. Project Background**

On October 11, 2005, after the New York Convention Center Development Corporation (“NYCCDC” or the “Corporation”) conducted a competitive bidding process seeking a design team to develop a concept design for the renovation and expansion of the Jacob K. Javits Convention Center (“Javits”), and with Directors’ authorization, the Corporation entered into a contract with the selected team comprised of Richard Rogers Partnership, FXFOWLE Architects, P.C. and A. Epstein and Sons International, subsequently renamed Javits II Architecture LLC and RRG Design, Inc. for architectural, engineering and related services (the “Contract”) in connection with the renovation and expansion of Javits.

On April 5, 2006, with a view towards implementing the concept plan developed by Javits II Architecture and RRG Design, Inc., the Directors of the New York State Urban Development Corporation, d/b/a Empire State Development (“ESD”), in conjunction with NYCCDC, adopted a General Project Plan (“GPP”) for the Jacob Javits Convention Center Expansion and Renovation Civic Project and Land Use Improvement Project (the “Project”) and on July 18, 2006 adopted a modified GPP for the Project (“MGPP”). The approved Project contemplated an expansion that included design and construction of additional exhibition and meeting room space, a ballroom and the construction of a multi-level truck marshalling facility. Implementation of the complete Project scope was deferred at that time because there was insufficient funding and the decision was made to proceed initially with the renovation work and to defer the start of the expansion-related Project work.

On June 20, 2008, the Directors authorized the Corporation to amend the Contract to approve, among other matters, (1) a change in key project personnel within Javits II Architecture LLC (hereinafter referred to as (“JIIA”) and RRG Design, Inc., including the elimination of RRG Design, Inc. as a member of the team (First Amendment) and (2) the reorganization of the architectural team with FX Fowle Architects, PC as the lead with support from Epstein & Sons International and the adjustment of the scope of services and the Project Schedule (Second Amendment). The adjusted scope prioritized the Project construction into Priority 1 and Priority 2 Services as well as specifying an Expansion Scope of Services (the “Expansion”) that JIIA may also be asked to perform, including but not limited to design and architectural services for expansion of mechanical space, truck storage and new exhibition and meeting room space, and set forth the basis of the fees for each. The majority of Priority 1 and Priority 2 Services, including new glass, a new roof, and other structural improvements, were completed by December 2014, pursuant to the Contract and in accordance with a third, fourth, fifth and sixth prior amendment to the contract, which phased the payment of the performance of the construction administration scope of services to align with the renovation construction work schedule. Fees under the Contract are calculated as a percentage of the construction cost for each part of the Project. To date the total Contract value is \$96, 517,934.

As the Governor announced in a press conference on January 7, 2016, NYCCDC is now moving ahead with the Expansion, which is comprised of:

- A new 480,000 SF truck marshaling facility that will accommodate all of the trucks servicing the convention center
- A new 58,000 SF ballroom
- Approximately 92,000 SF of new exposition space (12,000 SF net new)
- Approximately 40,000 SF of new meeting room space
- Approximately 22,000 SF of new outdoor space

The Corporation executed a Seventh Amendment to the Contract authorizing JIIA to proceed with preliminary planning, design, architectural and engineering documents for the Expansion, including fast-tracking the design and construction documents for the relocation of the transformer yard and utilities. The Seventh Amendment extended the Contract term from July 2015 to March 31, 2016. The fee for the work to be performed pursuant to the Seventh Amendment is being paid in accordance with the Contract terms at a rate of 4.8% of the construction cost, pro-rated to reflect the percentage of design completion, with the total fee for this work not to exceed \$3,190,550.

## **II. Contractor Selection**

The competitive bidding process described in the Background section above, which resulted in the selection of JIIA was conducted by advertising a Request for Qualifications (“RFQ”) in the June 6, 2005 Contract Reporter seeking teams of architects and engineers to develop the design plans and contract documents in connection with construction at Javits. JIIA was chosen from among a short list of seven respondents to the RFQ who were asked to submit responses to a Request for Proposals (“RFP”) for the Project. Pursuant to the amended Contract, authorized by the Directors in 2008, JIIA continues to render architectural, engineering and related services for NYCCDC at Javits.

## **III. Scope of Work**

NYCCDC has embarked upon discrete portions of the design-related work that are necessary components of the Expansion and which can be undertaken and financed immediately. Toward this end, NYCCDC engaged JIIA to begin preliminary design work for the expansion pursuant to the Seventh Amendment, which specified an abbreviated scope of services. The current scope of work is anticipated to be completed in June 2018 and will include:

1. Finalization of construction drawings related to the relocation of the transformer yard and utilities currently located under 39<sup>th</sup> Street (JIIA has already produced conceptual designs for this work and will advance the design to construction drawings).
2. Construction Administration services related to the transformer yard and utilities relocation.
3. Completing that percentage of design documents for the Expansion that bring the architectural plans and specifications to a point that would also allow them to be useful in facilitating a Design/Build RFP and ensuring that the ultimate project is designed to our specifications. In the development industry, the product of such work is referred to as “Bridging Documents.”
4. Assisting NYCCDC with the preparation of any RFP and the evaluation of responses thereto.

**IV. Contract Term, Price and Funding**

It is anticipated that work related to this Eighth Amendment to the Contract shall commence on April 1, 2016 and shall end June 30, 2018. Compensation shall be in accordance with the Contract terms, i.e., for the services performed in connection with the relocation of the transformer yard and utilities and for the services performed to complete the "Bridging Documents", 4.8% of the Project cost for this part of the construction, pro-rated to reflect the percentage of design completion, with the cumulative fee not to exceed \$15,796,938.

JIIA will be precluded from participating in any bid for a design-build contract for Javits.

**V. Non-Discrimination/Affirmative Action**

ESD's Non-Discrimination and Contractor & Supplier Diversity policies will apply to this contract. Contractor will be required to include minorities and women in any job opportunities created, to solicit and utilize Minority and Women owned Business Enterprise (MWBE) for any contractual opportunities generated, and to use Good Faith Efforts (pursuant to 5 NYCRR §142.8) to achieve an overall MWBE Participation Goal of 20% related to the total value of the contract.

**VI. Environmental Review**

ESD staff has determined that the requested authorization to enter into a contract to perform consulting services constitutes a Type II action as defined by the New York State Environmental Quality Review Act ("SEQRA") and the implementing regulations for the New York State Department of Environmental Conservation. No further environmental review is required in connection with the requested authorization.

**VII. REQUESTED ACTIONS**

To ratify the Seventh Amendment to the Contract with JIIA, nunc pro tunc, extending the term of the Contract from July 1, 2015 to March 31, 2016.

Authorize the Corporation to amend the Contract with JIIA to extend the term through June 30, 2018 for the scope of services described in these materials with compensation in accordance with the Contract not to exceed \$3,190,550 for the Seventh Amendment and \$15,796,938 for Eighth Amendment (thereby increasing the total Contract value to \$115,689,422) inclusive of fees, expenses, and contingency, substantially upon the terms set forth in the Materials; and (3) to take all related actions.

**VIII. RECOMMENDATION**

Based on the foregoing, I recommend approval of the requested actions.

**IX. ATTACHMENTS**

Resolutions

March 15, 2016

New York (New York County) - Jacob K. Javits Convention Center - Authorization to Amend the Agreement For Architectural, Engineering and Other Consultant Services between Javits II Architecture LLC and New York Convention Center Development Corporation to Extend the Term; Ratification of the Seventh Amendment to the Agreement For Architectural, Engineering and Other Consultant Services between Javits II Architecture LLC and New York Convention Center Development Corporation; Authorization to Take Related Actions

---

RESOLVED, that in accordance with the materials presented to this meeting (the "Materials") and a copy of which is ordered to be filed with the records of the Corporation, the Corporation be, and hereby is, authorized to amend the Agreement For Architectural, Engineering and Other Consultant Services between Javits II Architecture LLC and New York Convention Center Development Corporation and Take Related Actions; and be it further,

RESOLVED, that the Corporation ratifies nunc pro tunc the Seventh Amendment to the Agreement For Architectural, Engineering and Other Consultant Services between Javits II Architecture LLC and New York Convention Center Development Corporation; and be it further,

RESOLVED, that the President and Chief Executive Officer or her designee(s) be, and each of them hereby is, authorized and directed, in the name and on behalf of the Corporation, to execute and deliver on behalf of the Corporation any and all documents and to take all actions as may be necessary or proper to effectuate the foregoing.

\* \* \*

**ITEM II.D.**



FOR CONSIDERATION

March 15, 2016

TO: NYCCDC Board of Directors

FROM: Sarah Saint-Amand

SUBJECT: New York (New York County) - Jacob K. Javits Convention Center

REQUEST FOR: Authorization to Retain Tishman Construction Corporation and to Take Related Actions

---

**I. CONTRACT SUMMARY**

Firm: Tishman Construction Corporation

Scope of Services: Construction advisory services to assist in the preparation of bridging documents for a proposed Design-Build Request for Proposals ("RFP") for the expansion of the convention center.

Anticipated Term: February 1, 2016 through September 30, 2016

Contract Amount: \$640,000

Funding Source: 2015 Bond Series (Hotel Unit Fee Secured)

Project Number: Not applicable

**II. PROJECT BACKGROUND**

In 2005, after the New York Convention Center Development Corporation ("NYCCDC" or the "Corporation") conducted a competitive bidding process seeking owner's representative services, the Corporation entered into a contract with Tishman Construction Corporation ("Tishman") for assistance in the planning, coordinating and managing of the expansion and renovation of the Jacob K. Javits Convention Center ("Javits").

On April 5, 2006, the Directors of the New York State Urban Development Corporation, ESD d/b/a Empire State Development (“ESD”), in conjunction with NYCCDC adopted a General Project Plan (“GPP”) for the Jacob Javits Convention Center Expansion and Renovation Civic Project and Land Use Improvement Project (the “Project”) and on July 18, 2006 adopted a modified GPP for the Project. The approved Project as modified contemplated an expansion that includes design and construction of additional exhibition and meeting room space, a ballroom and the construction of a multi-level truck marshalling facility. Implementation of the complete Project scope was deferred at that time because there was insufficient funding and the decision was made to proceed initially with the renovation work and to defer the start of the expansion related work.

In December, 2014, the Corporation, in conjunction with the services provided by Tishman, completed the renovation of the existing convention center, including new glass, a new roof, and other structural improvements.

As the Governor announced in a press conference on January 7, 2016, NYCCDC is now moving ahead with the expansion work scope of the Project, which is comprised of:

- A new 480,000 SF truck marshaling facility that will accommodate all of the trucks servicing the convention center
- A new 58,000 SF ballroom
- Approximately 92,000 SF of new exposition space (12,000 SF net new)
- Approximately 40,000 SF of new meeting room space
- Approximately 22,000 SF of new outdoor space

### **III. CONTRACTOR SELECTION**

NYCCDC is seeking a single source exemption from the Contract Reporter competitive bidding process for Tishman’s services. Tishman was engaged from 2005 to 2014 for the renovation of Javits and provided exemplary services managing and coordinating the renovation without interrupting or adversely affecting Javits’ ongoing operations. Tishman’s familiarity with Javits’ structural elements and its mechanical, fire safety and technological system uniquely qualifies the firm to conduct the necessary services in a timely and cost efficient manner.

### **IV. SCOPE OF WORK**

The current scope of work is anticipated to be completed on or about September 30, 2016 and will include:

1. Construction advisory services to assist in preparation of bridging documents for the Phase 2 Design-Build RFP, including assistance with the bidding packages and award recommendations;
2. Cost estimation services and related work
3. Assistance to CCDC in evaluating a project specific insurance policy

**V. CONTRACT TERM, PRICE AND FUNDING**

It is anticipated that the contract will run from February 1, 2016 and will end September 30, 2016. Compensation will be in accordance with the Contract terms for construction advisory services for \$640,000.

Tishman will be precluded from participating as part of a team that bid in response to an Request for Qualifications or Request for Proposals should the Project proceed at some point as a design-build construction project.

**VI. NON-DISCRIMINATION/AFFIRMATIVE ACTION**

ESD's Non-Discrimination and Contractor & Supplier Diversity policies will apply to this contract. Contractor will be required to include minorities and women in any job opportunities created, to solicit and utilize Minority and Women owned Business Enterprise (MWBE) for any contractual opportunities generated, and to use Good Faith Efforts (pursuant to 5 NYCRR §142.8) to achieve an overall MWBE Participation Goal of 30% related to the total value of the contract.

**VII. ENVIRONMENTAL REVIEW**

ESD staff, on behalf of NYCCDC, has determined that the requested authorization to enter into a contract to perform consulting services constitutes a Type II action as defined by the New York State Environmental Quality Review Act ("SEQRA") and the implementing regulations for the New York State Department of Environmental Conservation. No further environmental review is required in connection with the requested authorization. Any contracts related to the construction of the proposed expansion project would be approved by the Directors under separate action, and would not be requested until environmental review of the proposed expansion project has been completed.

**VIII. REQUESTED ACTIONS**

Authorize the Corporation to enter into a contract with Tishman for the scope of services described in these materials with compensation in accordance with the Contract not to exceed substantially upon the terms set forth in the Materials; and (3) to take all related actions.

**IX. RECOMMENDATION**

Based on the foregoing, I recommend approval of the requested actions.

**X. ATTACHMENTS**

Resolutions

March 15, 2016

NEW YORK CONVENTION CENTER DEVELOPMENT CORPORATION – Authorization to Enter into a Contract with Tishman Construction Corporation and All Related Matters, and to Take All Related Actions

---

BE IT RESOLVED, that based on the materials presented at this meeting (the “Materials”), a copy of which is hereby ordered filed with the records of the Corporation, the Corporation hereby finds Tishman Construction Corporation to be responsible; and be it further

RESOLVED, that the Corporation is hereby authorized to enter into contracts with Tishman Construction Corporation for the purposes and services, and substantially on the terms and conditions as set forth in the Materials; and be it further

RESOLVED, that the President, or other Officer of the Corporation, or his or her designee(s) be, and each of them hereby is, authorized to take such action and execute such documents as may be necessary or appropriate to carry out the foregoing Resolutions. Any actions previously taken by the Corporation consistent with this authorization are hereby ratified and affirmed.

\* \* \*