

SCHEDULE A

TERMS AND CONDITIONS APPLICABLE TO LMDC CONSULTANT AGREEMENTS

ARTICLE I

RELATION OF CONSULTANT TO LMDC

1.1 SUPERVISION BY LMDC. The services to be performed by Consultant under this Agreement shall be subject to the general supervision and direction of LMDC provided that neither LMDC's exercise nor failure to exercise such supervision and direction shall relieve Consultant of any of its obligations or responsibilities for its acts or failure to act in regard to this Agreement. The specific services to be performed by Consultant, the fees to be paid, and the required deliverables shall be set forth in Schedule B to this Agreement and in any written work orders authorized by LMDC under the scope of work set forth in Schedule B. Consultant may not undertake work on behalf of LMDC that is beyond the terms of Schedule B and authorized written work orders.

1.2 CONSULTANT'S REPRESENTATIVE. Consultant shall designate in writing to LMDC one individual, satisfactory to LMDC, who shall be responsible for coordinating all of the services to be rendered by Consultant and who shall be LMDC's regular point of contact with Consultant on matters relating to such services. Such individual shall be replaced upon LMDC's written request.

1.3 APPROVAL OF SUBCONSULTANTS. Consultant shall not employ, contract with or use the services of any consultant, special contractors, or other third parties (collectively "Subconsultant") in connection with the performance of its obligations under this Agreement without the prior written consent of LMDC. Consultant shall inform LMDC in writing of the name, proposed service to be rendered, and compensation of the Subconsultant, and of any interest it may have in the proposed Subconsultant. Consultant shall consult and cooperate with LMDC's Representative and Project Manager-MWBE Monitoring to identify opportunities for participation as Subconsultants by Minority and Women-owned Business Enterprises.

1.4 CONSULTANT AS INDEPENDENT CONTRACTOR. Notwithstanding any other provisions of this Agreement, Consultant's status (and that of any Subconsultant) shall be that of an independent contractor and not that of an agent or employee of LMDC. Accordingly, neither Consultant nor any Subconsultant shall hold itself out as, or claim to be acting in the capacity of, an employee or agent of LMDC.

1.5 LMDC'S REPRESENTATIVE. LMDC will designate in writing to Consultant an individual who will serve as LMDC's Representative and regular point of contact for Consultant in regard to this Agreement and Consultant's services and obligations hereunder. LMDC may from time to time change this designation by written notification to Consultant.

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1.6 APPROVALS OR ACCEPTANCE BY LMDC. Whenever action is to be taken, or approval or acceptance given, by LMDC, such action, approval or acceptance shall be deemed to have been taken or given only if so taken or given by LMDC's Representative, by the official of LMDC who signed this Agreement on behalf of LMDC, or by another officer or employee of LMDC duly designated by such signing officer to represent LMDC in connection therewith. LMDC shall notify Consultant in writing of the giving or withholding of each such approval or acceptance within a reasonable period of time. LMDC's acceptance or approval of any specifications, drawings, plans, reports or other materials prepared by Consultant hereunder shall in no way relieve Consultant of responsibility and/or liability for such material.

1.7 CONFLICT-OF-INTEREST. Consultant represents and warrants that:

(a) Consultant has not now, and will not acquire, any interest, direct or indirect, present or prospective, in the project to which Consultant's work relates or the real estate which is the subject of the project, or in the immediate vicinity thereof and has not employed and will not knowingly employ in connection with work to be performed hereunder any person or entity having any such interest during the term of this Agreement.

(b) No officer, employee, agent or director of LMDC shall be permitted by Consultant to share in any benefit to Consultant that arises from Consultant's work hereunder.

(c) Consultant shall not permit any officer, employee, agent or director of LMDC, or any of its subsidiaries to participate in any decision relating to this Agreement which affects the personal interest of the aforementioned individuals, or the interests of any corporation, partnership, or association in which those individuals are directly or indirectly interested; nor shall any officer, agent, director or employee of LMDC be permitted by Consultant to have any interest, direct or indirect, in this Agreement or the proceeds thereof.

(d) Consultant shall cause, for the benefit of LMDC, every contract or agreement with any Subconsultant to include the representations contained in subsections (a), (b), (c) of this Section 1.7. Consultant will take such action in enforcing such provisions as LMDC may direct, or, at its option, assign such rights as it may have to LMDC for enforcement by LMDC.

1.8 NO BROKER. Consultant represents that it has not employed any person, corporation or partnership, to solicit or procure this Agreement, and has not made, and will not make, any payment or agreement for the payment of any commission, percentage, brokerage or contingent fee, or other compensation in connection with the procurement of this Agreement.

1.9 NOTICE OF OVERRUNS AND DELAYS. Consultant shall promptly give written notice to the LMDC's Representative and Chief Financial Officer of the occurrence of an event or action, the discovery of a condition or the failure of an event or action to occur or a condition to exist as anticipated, which may result in an increase in (a) the compensation due Consultant; (b) reimbursable expenses, and/or (c) the number of hours necessary to perform the work.

Consultant shall give prompt written notice to the LMDC Representative of the occurrence of an event or action, discovery of a condition, or failure of an event or action to occur or a condition to exist as anticipated that may delay the agreed on date of completion of the work ("Completion Date") or extend the Completion Date.

ARTICLE II

DOCUMENTS AND RECORDS

2.1 OWNERSHIP OF DOCUMENTS AND OTHER MATERIALS. All originals and negatives of all plans, drawings, reports, photographs, charts, programs, models, specimens, specifications, and other documents or materials required to be furnished by Consultant under this Agreement including drafts and reproduction copies thereof, shall be and remain the exclusive property of LMDC, and LMDC shall have the right to publish, transfer, sell, license and use all or any part of such reports, plans, drawings, specification and other documents without payment of any additional royalty, charge or other compensation to Consultant. Upon request of LMDC during any stage of the work, Consultant shall deliver all such materials to LMDC.

Consultant agrees that it shall not publish, transfer, license or, except in connection with carrying out its obligations under this Agreement, use or reuse all or any part of such reports and other documents, including working papers, without prior written approval of LMDC, except that Consultant may retain copies of such reports and other documents for internal general reference use, subject to the confidentiality conditions discussed below.

2.2 MAINTENANCE OF RECORDS. Except as otherwise provided by LMDC, Consultant shall until the later of six years after either the completion of its services hereunder or the termination of this Agreement by LMDC retain, maintain, and index the original books, documents, materials, and other records created or collected in the course of Consultant's performance of its obligations under this Agreement. In addition, Consultant shall, and require any and all Subconsultants to, until the later of six years after either the completion of its services hereunder or the termination of this Agreement by LMDC, maintain (a) complete and correct records of time spent by Consultant and any Subconsultants in the performance of its obligations under this Agreement, and (b) complete and correct books and records relating to all out-of-pocket expenses incurred under this Agreement, including, without limitation, accurate cost and accounting records specifically identifying the costs incurred by Consultant and any Subconsultants in performing such obligations. Said time records shall specify the dates and numbers of hours or portions thereof spent by Consultant and any Subconsultants in performing its obligations hereunder. Consultant shall submit duplicate copies of time records and substantiation of out-of-pocket expenses with invoices submitted in accordance with Article VI and other provisions of this Agreement.

2.3 SUBMISSION AND PRODUCTION OF RECORDS. At any time during the term of this Agreement and for six years thereafter, Consultant shall make all records available to LMDC, the United States Department of Housing and Urban Development ("HUD"), or their

authorized representatives for review and audit at all such reasonable times as LMDC shall from time to time request. Within six years following the completion of Consultant's services hereunder or the termination of this Agreement, or on earlier request by LMDC, Consultant shall produce the index and all records maintained by Consultant pursuant to Section 2.2 above.

ARTICLE III

TERMINATION

3.1 DEFAULT BY CONSULTANT. If any representation made by Consultant in this Agreement shall prove to be false or misleading in any material respect, or if Consultant shall default in the timely performance of any of its obligations under this Agreement and such default shall continue for a period of three business days after receipt of written notice from LMDC specifying the occurrence, omission or failure giving rise to such default, or if, in the opinion of LMDC, by reason of the nature of such default, such default cannot be cured within such three-day period, then if Consultant shall not within such period commence with due diligence the curing of such default and thereafter prosecute and complete the curing of such default as promptly as possible, except that LMDC shall not be required to give Consultant such written notice and Consultant shall not have such right to cure for Consultant's failure to comply with Section 1.9 hereof, LMDC, in addition to any other remedies or claims it may have with respect to such representation or such default, may terminate this Agreement immediately on verbal or written notice to Consultant. In the event of such termination, LMDC, without waiving any such remedy or claims (including consequential damages), shall not be required to pay Consultant any portion of the fee specified in this Agreement remaining to be paid for which valid vouchers have not been submitted pursuant to this Agreement on or before the date of LMDC's notice of termination.

3.2 OPTIONAL TERMINATION BY LMDC. At any time, LMDC, in its sole discretion, may terminate this Agreement or postpone, delay, all or any part of the Agreement on thirty (30) days written notice to Consultant. In the event of such termination, postponement, or delay, LMDC shall pay Consultant for professional time and out-of-pocket expenses incurred by Consultant to the date notice of such action is received by Consultant. Consultant agrees to cause any agreement or contract entered into by Consultant with any Subconsultant to provide for an optional termination by Consultant similar to the provisions of this Section 3.2.

ARTICLE IV

PROVISIONS REQUIRED BY LAW

4.1 CONSULTANT TO COMPLY WITH LEGAL REQUIREMENTS. Consultant in performing its obligations and in preparing all documents required under this Agreement shall comply with all applicable laws and regulations. All provisions required by such laws and regulations to be included in this Agreement shall be deemed to be included in this Agreement

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with the same effect as if set forth in full. Such laws shall include, but are not limited to, the laws referenced in this Section 4.1.

Consultant shall comply with all applicable HUD guidelines relating to Community Development Block Grant (“CDBG”) funding, as modified or waived with respect to LMDC and published by HUD at 67 F.R. 12707 and 67 F.R. 36017. Consultant shall comply with applicable provisions of the Housing and Community Development Act of 1974, as amended, section 434 of the Departments of Veterans Affairs and Housing and Urban Development, and Independent Agencies Appropriations Act, 2002 (Public Law 107-73), the 2001 Emergency Supplemental Appropriations Act for Recovery from and Response to Terrorist Attacks on the United States (Public Law 107-38), and other applicable laws, including but not limited to:

- (a) Anti-discrimination and Labor Laws, including but not limited to:
 - (1) The Housing and Urban Development Act of 1968 (12 U.S.C. § 1701u) as supplemented by HUD regulations (24 CFR part 135) with respect to efforts to provide to the greatest extent feasible employment and other economic opportunities to low- and very low-income individuals. Consultant will be required to report on its efforts and the results of such efforts on a quarterly basis;
 - (2) Nondiscrimination in program administration and activities (29 U.S.C. § 794, 42 U.S.C. § 5309(a) and § 6101 *et seq.*);
 - (3) Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*);
 - (4) The Fair Housing Act (42 U.S.C. §§ 3601-20);
 - (5) The Copeland “Anti-Kickback” Act (18 U.S.C. § 874) as supplemented in the U.S. Department of Labor (“DOL”) regulations (29 CFR part 3) with respect to all contracts for construction or repair;
 - (6) The Davis-Bacon Act (42 U.S.C. § 5310, 40 U.S.C. §§ 276a to 276a-7), as supplemented by DOL regulations (29 CFR part 5), with respect to construction contracts in excess of \$2000; and
 - (7) Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-330) as supplemented by DOL regulations (29 CFR part 5) with respect to construction contracts in excess of \$2000, and in excess of \$2500 for other contracts which involve the employment of mechanics or laborers.

- (b) Safe and Accessible Facilities and Services. Consultant must provide safe and accessible facilities and services in accordance with applicable law, including but not limited to:
 - (1) Americans with Disabilities Act (42 U.S.C. §§ 4151-4157);
 - (2) The Lead-Based Paint Poisoning and Prevention Act (42 U.S.C. §§ 4821-4846);
 - (3) All applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. § 1857(h)), section 508 of the Clean Water Act (33 U.S.C. § 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15); and

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- (4) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871) (53 FR 8068, 8087, Mar. 11, 1988, as amended at 60 FR 19639, 19642, Apr. 19, 1995).

(c) Privacy Act. Consultant must comply with the Privacy Act (5 U.S.C. § 552a) and ensure that all personal information obtained from the public is handled in compliance with the Privacy Act. Consultant must ensure the minimum required access to any such personal information collected or received from the public and will hire a bonded clerk to ensure compliance with the Privacy Act as to any such information in its possession.

(d) Drug Free Workplace. Consultant shall or shall continue to provide and maintain a drug-free workplace by implementing a workplace drug policy that includes:

- (1) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (2) Establishing an ongoing drug-free awareness program to inform employees about (i) the dangers of drug abuse in the workplace, (ii) the grantee's policy of maintaining a drug-free workplace, (iii) any available drug counseling, rehabilitation, and employee assistance programs; and (iv) the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (3) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by subparagraph (1) herein;
- (4) Notifying the employee in the statement required by subparagraph (1) herein that, as a condition of employment under the grant, the employee will: (i) abide by the terms of the statement; and (ii) notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (5) Notifying LMDC, in writing, within five (5) calendar days after receiving notice under subparagraph 4(ii) from an employee or otherwise receiving actual notice of such conviction; and
- (6) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 4(ii), with respect to any employee who is so convicted: (i) taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or (ii) requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

(e) Anti-Lobbying. To the best of its knowledge and belief:

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- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- (3) It will require that the certification language of this paragraph (e) be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

4.2 CONSULTANT TO OBTAIN PERMITS, ETC. Except as otherwise instructed in writing by LMDC, Consultant shall obtain and comply with all legally required licenses, consents, approvals, orders, authorizations, permits, restrictions, declarations and filings required to be obtained by LMDC or Consultant in connection with this Agreement.

4.3 WORKERS' COMPENSATION INSURANCE. Consultant agrees that:

(a) It will secure Workers' compensation and disability insurance and keep insured during the life of this Agreement such employees as are required to be insured by the provisions of Chapter 41 of the Laws of 1914, as amended, known as the Worker's Compensation Law; and

(b) This Agreement shall be voidable at the election of LMDC and of no effect unless Consultant complies with this provision.

4.4 NO ASSIGNMENT WITHOUT CONSENT. Consultant agrees that:

(a) It is prohibited from assigning, transferring or otherwise disposing of this Agreement, or of its rights or interests therein, or its power to execute such agreement to any person, company, partnership, or corporation, without the previous written consent of LMDC;

(b) If the prohibition of Section 4.4(a) be violated, LMDC may revoke and annul this Agreement and LMDC shall be relieved from any and all liability and obligations thereunder to Consultant and to the person, company, partnership or corporation to whom such assignment,

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transfer or other disposal shall have been made and Consultant and such assignee or transferee shall forfeit and lose all the money theretofore earned under this Agreement.

4.5 NON-DISCRIMINATION AND AFFIRMATIVE ACTION

Consultant shall comply and cause each of its Subconsultants to comply with the provisions of Schedule C attached to and made a part of this Agreement, relating to non-discrimination and affirmative action. Consultant shall provide initial reports relating to its existing workforce and subcontracting commitments as Attachments C-1 and C-2 to Schedule C hereto and updated quarterly reports to both LMDC's Affirmative Action Officer and Project Manager-MWBE Monitoring for every quarter in which Consultant performs services under this Agreement.

ARTICLE V

OTHER STANDARD PROVISIONS

5.1 NO WAIVER. No failure by LMDC to insist upon the strict performance of any term or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof, and no acceptance of full or partial performance during the continuance of any such breach, shall constitute a waiver of any such breach or such term or condition. No term or condition of this Agreement to be performed or complied with by Consultant, and no breach thereof, shall be waived, altered or modified except by a written instrument executed by LMDC. No waiver of any breach shall affect or alter this Agreement, but each and every term and condition of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

5.2 INDEMNIFICATION. Notwithstanding anything to the contrary contained herein, Consultant shall be responsible for all injuries to persons, including death, or damage to property sustained while performing or resulting from the work under this Agreement, if and to the extent the same results from any act, omission, negligence, fault or default of Consultant or Subconsultants, or their employees, agents, servants, independent contractors or subcontractors retained by Consultant pursuant to this Agreement. Consultant agrees to defend, indemnify and hold the Indemnitees (the State of New York and LMDC) harmless from any and all claims, judgments and liabilities, including but not limited to, claims, judgments and liabilities for injuries to persons (including death) and damage to property, if and to the extent the same results from any act, omission, negligence, fault or default of Consultant or its Subconsultants, or their agents, employees, servants, independent contractors and subcontractors and from any claims against, or liability incurred by the Indemnitees by reason of claims against Consultant or its Subconsultants, or their employees, agents, servants, independent contractors and subcontracts for any matter whatsoever in connection with the services performed under this Agreement, including, but not limited to, claims for compensation, injury or death, and agree to reimburse the Indemnitees for reasonable attorneys' fees incurred in connection with the above. Consultant shall be solely responsible for the safety and protection of all its Subconsultants, or the employees, agents,

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servants, independent contractors, or subcontractors of Consultant or its Subconsultants, and shall assume all liability for injuries, including death, that may occur to said persons due to the negligence, fault or default of Consultant, its Subconsultants, or their respective agents, employees, servants, independent contractors or subcontractors.

This Article shall survive the expiration or earlier termination of this Agreement.

5.3 ASSIGNMENT BY LMDC. LMDC may transfer and assign any and all of its rights and obligations under this Agreement, including transferring and assigning its rights to Consultant's performance of any portion of the services provided for herein, together with LMDC's obligations and rights pertaining to such portion of services, to any partnership, firm, corporation, governmental agency or department or other entity which LMDC determines has undertaken or will undertake any part of the Agreement. LMDC shall give Consultant written notice of any such transfer and assignment. Such transfer and assignment shall relieve LMDC of any further liability or obligation hereunder.

5.4 GOVERNING LAW. This Agreement shall be construed and enforced in accordance with the laws of the State of New York.

5.5 ENTIRE AGREEMENT/AMENDMENT. This Agreement constitutes the entire Agreement between the parties hereto and no statement, promise, condition, understanding, inducement, or representation, oral or written, expressed or implied, which is not contained herein shall be binding or valid and this Agreement shall not be changed, modified or altered in any manner except by an instrument in writing executed by the parties hereto.

5.6 CONFIDENTIALITY. Consultant hereby agrees that all data, recommendations, reports and other materials developed in the course of any study or work performed in connection with this Agreement are strictly confidential between Consultant and LMDC and Consultant may not at any time reveal or disclose such data, recommendations or reports in whole or in part to any third party without first obtaining permission from LMDC. Notwithstanding the preceding sentence, Consultant shall cooperate fully with such third parties as LMDC may designate by written request. Such cooperation shall include making available to such parties, data, information and reports used or developed by Consultant in connection with this study.

5.7 RELEASE AND DISCHARGE. Simultaneously with request for final payment hereunder, Consultant shall execute and deliver to LMDC an instrument releasing LMDC from any and all claims, demands and liabilities whatsoever of every kind of nature both at law and in equity arising from, growing out of, or in any way connected with this Agreement. A copy of such release is annexed hereto and made a part hereof.

5.8 MISCELLANEOUS. The parties agree that this Schedule A shall be controlling in the event of any inconsistencies or conflicts between the terms of this Schedule A and any other part of the Agreement.

ARTICLE VI

BILLING POLICY

(ONLY APPLICABLE WHERE REIMBURSEMENT IS PART OF THE AGREEMENT)

6.1 Consultant is required to submit detailed documentation in support of Consultant's request for reimbursement. All invoices and their accompanying documentation must be forwarded along with a completed copy of the attached sample INVOICE SUMMARY and a letter of transmittal to:

Accounts Payable Department
Lower Manhattan Development Corporation
1 Liberty Plaza, 20th Floor
New York, New York 10006

Invoices should be submitted monthly and include LMDC's contract and project numbers, if any. Consultant should also include federal identification number with the first invoice.

6.2 **OUT OF POCKET EXPENSES.** Out-of-pocket expenses should be delineated on any invoices by general category. Consultant must submit supporting documentation for each individual expense category in excess of \$250.

6.3 **MEALS.** Consultant shall be reimbursed in accordance with the LMDC Schedule of Reimbursable Allowances, with the names of attendees to be included, a copy of which is attached. Business meals are not allowed except to the extent they are specifically authorized by LMDC.

6.4 **PRINTING.**

(a) Internal printing and copying are not reimbursable. It is part of Consultant's overhead cost, unless ordered by or for specific use of LMDC or its subsidiaries.

(b) Outside printing will be reimbursed only to the extent of prints requested by LMDC, and at cost evidenced by a receipt.

(c) No postage will be reimbursed for printing requested by LMDC.

6.5 **TELEPHONE.**

(a) Only calls to LMDC and calls relating to telephone surveys are chargeable. All other calls are part of Consultant's overhead costs.

(b) Calls between Consultant's office and its employees are not reimbursable.

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6.6 TRANSPORTATION. Consultant shall be reimbursed in accordance with the Schedule of Reimbursable Allowances.

6.7 LODGING. Consultant shall be reimbursed in accordance with the Schedule of Reimbursable Allowances.

6.8 NON-REIMBURSABLE ITEMS. Consultant will not be reimbursed for the following expenses:

- (a) Flight insurance.
- (b) Valet Services (except five or more consecutive days of travel).
- (c) Personal expenses of any type.
- (d) Expenses paid for LMDC employees.
- (e) Travel to any LMDC office to "deliver vouchers or pick up check".

6.9 EQUIPMENT AND SUPPLIES. Where the Agreement allows reimbursement for equipment and supplies, insurance or similar items, Consultant must supply the following detailed documentation:

(a) Receipts of suppliers' invoices for costs of commodities, equipment and supplies, insurance or other reimbursable items. Invoices must show quantity, description and price (less applicable discounts and purchasing agent's commission).

(b) Title to all equipment purchased pursuant to this Agreement is vested in LMDC. LMDC has the option of claiming any or all of such equipment.

6.10 NO REIMBURSEMENT FOR SALES TAX. LMDC is a subsidiary of a public benefit corporation and as such is exempt from all sales taxes in New York State. LMDC will not reimburse Consultant for sales or use taxes over \$10.00 incurred in connection with the contract. If Consultant will make purchases of goods or services that involve sales or use taxes in excess of that amount, Consultant must, in advance of making such purchases, obtain a sales tax certification from LMDC so that no such taxes are incurred.

6.11 GENERAL.

- (a) All receipts must be legible. Illegible receipts will not be reimbursed.
- (b) Whenever possible original receipts should be presented for reimbursement.

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(c) At any time or times until six years after completion of Consultant's services or earlier termination of this Agreement by LMDC, LMDC may have the vouchers and statements of cost audited. Each payment theretofore made shall be subject to reduction for amounts included in the related voucher which are found by LMDC on the basis of such audit, not to constitute allowable cost. Any such payment may be reduced for overpayments or increased for underpayment, as the case may be.

ARTICLE VII

INSURANCE

7.1 Consultant shall insure and shall require each of his Subconsultants to carry the following insurance to the extent stated.

7.2 **Commercial General Liability Insurance** providing both bodily injury (including death) and property damage insurance in a limit not less than Two Million Dollars (\$2,000,000) aggregate and One Million Dollars (\$1,000,000) per occurrence. Such insurance is to be written on an occurrence basis. The Lower Manhattan Development Corporation shall be named as an additional insured.

7.3 **Automobile Liability and Property Damage Insurance** in an amount not less than \$1,000,000 combined single limit for both Bodily Injury and Property Damage.

7.4 **Professional Liability Insurance** (specify requirements as applicable).

7.5 **Workers' Compensation** covering employers' liability and disability benefits as required by State of New York.

7.6 **Excess Liability Insurance** (specify requirements as applicable).

7.7 **Certificates of Insurance** for all of the aforementioned coverages shall be provided to LMDC prior to the commencement of work under this Agreement.

**LOWER MANHATTAN DEVELOPMENT CORPORATION
SCHEDULE OF REIMBURSABLE ALLOWANCES**

<u>BREAKFAST</u>		<u>LUNCH</u>		<u>DINNER</u>	
With Receipt	Without Receipt	With Receipt	Without Receipt	With Receipt	Without Receipt

I. MEALS ALLOWANCES

A. OVERTIME

NORMAL WORKDAY - 8:00 PM
(10 or more hours worked) \$15.00

SAT., SUN & HOLIDAYS

OVER 4 HOURS \$10.00

OVER 10 HOURS \$15.00

B. BUSINESS GUESTS (PER PERSON)

METRO N.Y. \$10.00 \$25.00 \$45.00

UPSTATE N.Y. \$ 8.00 \$20.00 \$35.00

C. NON-OVERNIGHT TRAVEL DAY TRIPS

\$8.00^(a) \$15.00^(b)

D. OVERNIGHT TRAVEL

1st & last day (partial) \$7-\$9^(a) \$27-\$37^(b)

Interim full days

(REIMBURSEMENT RATES ARE BASED ON LOCALITY-See Attached)

BREAKDOWN OF MEALS BASED ON

<u>LOCATION</u>		
<u>DAILY</u>	<u>BREAKFAST</u>	<u>DINNER</u>
\$50	\$10	\$40
\$46	\$9	\$37
\$42	\$8	\$34
\$38	\$8	\$30

II. LODGING (See attached)

III. TRANSPORTATION ALLOWANCES

A. PERSONAL CAR MILEAGE

36.5 cents per mile.

B. PERSONAL CAR – OVERTIME

Actual \$50 limit on overtime

C. CAR RENTAL

Actual

Note: Be sure that sales tax is not charged and that collision damage waiver insurance is declined when renting in NYS.

D. AIRLINE & OTHER PUBLIC TRANSPORTATION

Actual - evidenced by receipt (limited to Government/corporate coach rate.)

E. TAXI FARES

Actual - evidenced by receipt
\$50 limit on overtime

(a) When travel status begins prior to 7:00 AM

(b) When travel status ends after 8:00 PM

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<u>City</u>	<u>County</u>	Maximum Lodging Amount	Meal Date	Maximum Per Diem Date
NEW YORK				
Albany	Albany.....	96	46	142
Bronx/Brooklyn/Queens ..	The boroughs of the....	168	46	214
.....	Bronx, Brooklyn & Queens			
Buffalo	Erie.....	78	42	120
Glens Falls	Warren			
(June 1 - Sept. 30)	.....	74	38	112
(Oct 1 - May 31) ..	.....	55	38	93
Ithaca	Tompkins.....	69	38	107
Kingston	Ulster.....	79	42	121
Lake Placid	Essex			
(June 1 - Oct. 31)	.....	86	42	128
(Nov. 1 - May 31) .	.....	59	42	101
Manhattan	Manhattan.....	208	50	258
Nassau County/Great Neck	Nassau County.....	190	46	236
Niagara Falls	Niagara			
(June 1 - Sept. 15)	.....	89	38	127
(Sept. 16 - May 31)	.....	55	38	93
Nyack/Palisades.	Rockland.....			
(Apr 1 - Sep 30) ..	.....	67	42	109
(Oct 1 - Mar 31) ..	.....	57	42	99
Owego	Tioga.....	73	34	107
Poughkeepsie	Dutchess.....	74	42	116
Rochester	Monroe.....	83	46	129
Saratoga Springs	Saratoga			
(Jul 1 - Oct 31) ..	.....	95	42	137
(Nov 1 - Jun 30) ..	.....	75	42	117
Staten Island	Richmond.....	120	46	166
Suffolk County	Suffolk County.....	149	42	191
Syracuse	Onondaga.....	70	34	104
Tarrytown	Westchester.....	114	46	160
.....	(except White Plains)			
Waterloo/Romulus	Seneca.....			
(Jun 15 - Sep 15) .	.....	89	34	123
(Sep 16 - Jun 14) .	.....	69	34	103
Watkins Glen	Schuyler.....	59	38	97
West Point	Orange.....	121	38	159
White Plains	City limits of White Plains	165	46	211
.....	(see Westchester County)			

Effective October 1, 2002

RFPQ Attachment 4

INVOICE SUMMARY
(Submit with Letter of Transmittal)

Accounts Payable Department
Lower Manhattan Development Corporation
1 Liberty Plaza, 20th Floor, New York, NY 10006

Date: ____
Invoice No:
Amount \$

Consultant _____

Address _____

Project _____

LMDC Contract No. _____ Project No.

	Original Contract Amount	Amendments Total	Revised Contract Amount	Previously Billed	This Invoice**	Invoiced To Date	Contract Balance
1. Fee							
2. Reimbursables							
3. Extra Services*							
4. Total	\$	\$	\$	\$	\$	\$	\$

Latest Contract Amount \$

Billed to Date \$

Paid to Date \$

Balance Due \$

*Attach letters of Authorization

**Attach back-up

RFPQ Attachment 4

Lower Manhattan Development Corporation

RELEASE

KNOW ALL MEN BY THESE PRESENTS, that the undersigned hereby acknowledges that pursuant to an agreement dated the _____ day of _____, 200__ (the "Agreement"), pursuant to which the undersigned agreed to furnish to the Lower Manhattan Development Corporation ("LMDC") all the work necessary to complete the _____,*

LMDC has paid or will pay the undersigned, or a person, firm or corporation claiming by or through the undersigned, the sum of _____ (\$ _____) Dollars and up to _____ (\$ _____) Dollars in reimbursable expenses, in each case subject to the terms, covenants and conditions of the Agreement, said amounts being the full and entire sum due from LMDC to the undersigned pursuant to the Agreement by reason of work, labor or materials furnished or performed by the undersigned, in connection with the Agreement. In consideration of such payment, the undersigned hereby releases and discharges LMDC, its officers, agents, and employees, of and from all claims of liability for any payment, fee or expenses payable to the undersigned pursuant to the Agreement.

The undersigned further acknowledges that neither the aforesaid payment nor acceptance by LMDC of the work covered by the Agreement, shall in any way or manner operate as or constitute a release or waiver of the undersigned's obligations, undertakings or liabilities under the Agreement or in any way affect or limit the same.

IN WITNESS WHEREOF, the undersigned has caused its name to be hereunto subscribed and its seal to be hereunto affixed this _____ day of _____, 200_____.

Name of Firm

(Corporate Seal)

By: _____

*Indicate type of work performed: i.e., architectural design, engineering services, consulting etc.