

MDSZERBATY & ASSOCIATES ARCHITECTURE LLC

Contract **AE1502000**

- **Agreement:** Included
- **Exhibit A:** See "Solicitation"
- **Exhibit B:** Included
- **Exhibit C:** Not Included
- **Exhibit D:** Included

**AGREEMENT
BY AND BETWEEN
NEW YORK CITY HOUSING AUTHORITY
AND
MDSZERBATY+ASSOCIATES ARCHITECTURE LLC
FOR
(CDBG-DR) ARCHITECTURAL AND ENGINEERING SERVICES
IN CONNECTION WITH SANDY RESILIENCY & RENEWAL PROGRAM
@ OCEAN BAY (BAYSIDE), QUEENS**

CONTRACT #AE1502000

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EXHIBITS

Exhibit A: NYCHA’s RFP

Exhibit B: Consultant’s Fee Proposal

THIS AGREEMENT (the “**Agreement**”), dated as of the 24 day of MARCH, 2015 (the “**Effective Date**”), is entered into by and between the NEW YORK CITY HOUSING AUTHORITY (“**NYCHA**”), a public benefit corporation organized and existing under the laws of the State of New York, having its principal offices at 250 Broadway, New York, New York 10007, and MDSZERBATY+ASSOCIATES ARCHITECTURE LLC (the “**Consultant**” or the “**A/E**”), a New York professional service limited liability company, having its principal offices at 307 Seventh Avenue, New York, New York 10001 (each, a “**Party**” and collectively, the “**Parties**”).

RECITALS

WHEREAS, NYCHA is the largest public housing authority in North America with 334 developments, approximately 403,120 authorized residents, and 11,605 employees; and

WHEREAS, NYCHA owns and operates Ocean Bay (Bayside) (the “**Development**” or the “**Site**”), and seeks to undertake various capital improvements (the “**Capital Improvements**”) thereat in connection with various damages incurred due to Superstorm Sandy (the “**Project**”); and

WHEREAS, NYCHA has entered into a separate agreement (the “**NYCHA-CMa Agreement**”) with a construction management firm (the “**CMa**”) to provide NYCHA with various construction management services in connection with NYCHA undertaking and completing the Capital Improvements at the Site; and

WHEREAS, NYCHA shall enter into one or more construction contracts (“**Construction Contracts**”) with NYCHA retained construction contractors (the “**Construction Contractors**” or the “**CC’s**”) for the construction of the Project; and

WHEREAS, the Construction Contractors shall undertake and complete the Capital Improvements, which shall consist of furnishing all labor, materials, tools, equipment, supplies, services, supervision, and perform all operations as required by the Construction Contracts; and

WHEREAS, NYCHA, in furtherance of undertaking and completing the Capital Improvements at the Development, issued a Request for Proposals on or about November 18, 2014 (the “**RFP**”), to retain an architecture/engineering firm to provide NYCHA with, among other things, various professional pre-design, design, procurement, construction and post-construction phase services (collectively, the “**Services**”); and

WHEREAS, the Consultant submitted a proposal to NYCHA on or about in response to the RFP (the “**Proposal**”), and represented therein that it possesses the necessary knowledge, skill and experience to perform the work and Services described in the RFP; and

WHEREAS, NYCHA seeks to retain the Consultant on the terms and conditions set forth herein to perform the Services and the Consultant has agreed to accept such engagement based upon such terms and conditions;

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the Parties agree as follows:

ARTICLE 1 ENTIRE AGREEMENT; MODIFICATION; PRECEDENCE

1.1 Each Party acknowledges that this Agreement and the documents attached and/or incorporated by reference into this Agreement constitute the entire agreement between the Parties, which supersedes and merges all prior proposals, understandings, and all other agreements, oral or written, between the Parties relating to this Agreement, and any modification, amendment, or supplement to this Agreement is not valid or enforceable against either Party unless it is in writing and signed by an authorized representative of each Party.

1.2 The RFP, a copy of which is attached hereto as **Exhibit 1**, as well as all addenda thereto (if any), is incorporated herein as if fully set forth herein.

1.3 The Consultant's fee proposal ("**Fee Proposal**"), which is part of the Consultant's Proposal, is attached hereto as **Exhibit 2** for the convenience of the Parties, and is incorporated herein as if fully set forth herein.

1.4 The Consultant's Proposal, a copy of which both Parties acknowledge as being in their possession, is incorporated herein by reference as if fully set forth herein.

1.5 This Agreement shall also incorporate all notices to proceed ("**Notices to Proceed**" or "**NTP**") that may be issued hereunder.

1.6 In the event of any conflict in language between the Articles of this Agreement, the exhibits hereto, and the Consultant's Proposal, the following shall be the order of precedence, provided, however, that applicable provisions of the Hurricane Sandy CDBG-DR Appendices, a copy of which is attached to the RFP as **Exhibit U**, shall prevail in the event of a conflict with the following:

1.6.1 the Articles of this Agreement; then

1.6.2 the applicable NTP; then

1.6.3 the RFP (excluding **Exhibit B** thereto, which is superseded by this executed Agreement); then

1.6.4 the Fee Proposal (**Exhibit 2** hereto); and then

1.6.5 the Proposal (excluding the Fee Proposal submitted therewith, which is superseded by **Exhibit 2** hereto).

1.6 The Recitals set forth above are hereby incorporated into and made part of this Agreement by reference.

ARTICLE 2 TERM; SURVIVAL

2.1 This Agreement will commence as of the Effective Date and will remain in effect for five years thereafter (the “**Term**”) unless this Agreement is earlier terminated pursuant to the terms hereof.

2.2 Any rights, obligations and remedies of either Party arising out of or in connection with any event or condition that occurs during the Term of this Agreement shall survive any expiration or termination of this Agreement. Without limiting the foregoing and ARTICLE 24.2 of this Agreement, the following provisions of the NYCHA General Terms and Conditions, which are attached to the RFP as **Exhibit L** (the “**NYCHA General Terms and Conditions**”), shall specifically survive the expiration or any termination of this Agreement:

- 2.2.1 Section K (INDEMNIFICATION);
- 2.2.2 Section L (DEFENSE AND SETTLEMENT OF MATTERS TO WHICH INDEMNITY APPLY);
- 2.2.3 Section N (RIGHT TO AUDIT; MAINTENANCE OF BOOKS AND RECORDS);
- 2.2.4 Section O (OWNERSHIP OF WORK);
- 2.2.5 Section P (PROMOTIONAL LITERATURE);
- 2.2.6 Section Q (CONFIDENTIALITY);
- 2.2.7 Section Z (NEW YORK LAW);
- 2.2.8 Section AA (LIMITATION OF ACTIONS; WAIVER OF TRIAL BY JURY); and
- 2.2.9 Section BB (LIMITATION OF NYCHA’S LIABILITY).

ARTICLE 3 SCOPE OF SERVICES

3.1 The Consultant shall perform the Services set forth within the RFP subject to the issuance of NTPs that may be issued by NYCHA to the Consultant during the Term. All Services shall be rendered by the Consultant in accordance with the terms and conditions of this Agreement.

3.2 Time and Extensions: All NTPs issued to the Consultant by NYCHA will set forth the time period for the Consultant’s performance of the Services referenced therein. Any Services performed by the Consultant beyond the time period for performance set forth within the applicable NTP shall be at the Consultant’s sole risk, cost and expense unless (a) the

Consultant, as a condition precedent to obtaining an extension of time, submits to NYCHA, in writing, the information set forth within ARTICLE 3.3.1 below, and (b) the Parties memorialize, in a Change Order signed by duly authorized representatives of each Party, the items set forth in ARTICLE 3.2.2 below.

3.2.1 As a condition precedent to obtaining an extension of time to perform the Services referenced within a particular NTP, the Consultant shall first submit to NYCHA for review a written explanation and analysis of the reasons for the delay that necessitates the request for a time extension (along with such other information/documentation as NYCHA may request), which shall include, but not be limited to:

3.2.1.1 an explanation of the cause(s) for each project delay cited;

3.2.1.2 separate determinations of responsibility for each project delay cited;

3.2.1.3 an itemization of the duration of each specific delay, with start and end dates identified and cross-referenced to supporting documentation, which shall be provided to NYCHA;

3.2.1.4 the duration of the requested time extension; and

3.2.1.5 the Consultant's total cost (with breakdown) for staffing, field expenses and any other costs to be billed by the Consultant for the extended period.

3.2.2 All Change Orders extending the Consultant's time to perform the Services referenced within a given NTP shall set forth, at a minimum:

3.2.2.1 the duration of the time extension for the Consultant's performance of the applicable Services (including start and end dates); and

3.2.2.2 the rates at which the Consultant will be compensated for performing Services during such extended period, including a not-to-exceed fee, with all such rates being in accordance with the rates set forth within the Proposal (**Exhibit 2**).

3.3 All NTPs that may be issued by NYCHA to the Consultant hereunder shall be subject to the terms and conditions of this Agreement, and the Consultant shall perform to completion all Services set forth within **Exhibit B** hereto.

3.4 The Consultant shall not perform any Services under this Agreement unless and until NYCHA issues one or more NTP to the Consultant authorizing performance of such Services, in whole or in part, in accordance with Section II of the RFP.

3.5 The Consultant acknowledges and understands that NYCHA has no obligation to issue NTP to the Consultant for the performance of Services in connection with the phases identified in Section I(7) of the RFP.

ARTICLE 4 FEES AND PAYMENTS; PAYMENT POLICY

4.1 The Consultant shall perform all Services for an amount not-to-exceed \$6,279,040.00 (the “**Maximum Fee**”), and in accordance with the compensation schedule set forth within **Exhibit B** hereto. In no event will NYCHA pay the Consultant more than the Maximum Fee in connection with performing Services under this Agreement.

4.2 NYCHA will compensate the Consultant for all Services performed in accordance with the terms and conditions of this Agreement.

4.3 The Consultant must maintain complete and accurate accounting records, in a form acceptable to NYCHA and in accordance with generally accepted accounting principles, to substantiate the Consultant’s invoices (the “**Invoices**”). Such records must include, but shall not be limited to, payroll records, attendance cards and job summaries.

4.4 All Invoices must be submitted by the Consultant to NYCHA in accordance with this Agreement and are subject to approval by NYCHA. In order to receive its compensation under this Agreement, the Consultant must submit its Invoices seeking payment, along with such additional documentation as NYCHA may reasonably request, to:

New York City Housing Authority
Accounts Payable Division
Church Street Station
P.O. Box 3636
New York, New York 10008

with a copy to:

New York City Housing Authority
Capital Projects Division, Administration
250 Broadway
New York, New York 10007
Attn: JJ Suarez Jr., Consultant

4.5 NYCHA shall endeavor to pay the Consultant within 30 calendar days following NYCHA’s approval of Invoices, but NYCHA’s failure to pay any such Invoices within 30 calendar days shall not constitute a breach of this Agreement, and shall not entitle the Consultant to interest or penalties.

4.6 Sales to NYCHA are exempt from the payment of New York State and New York City sales and use taxes. NYCHA shall not pay tax in any form or of any type, nor shall NYCHA pay any interest, late charge or penalty under any circumstances.

ARTICLE 5 CONSULTANT AS AN INDEPENDENT CONTRACTOR

5.1 In performing the Services, the Consultant and its Subconsultants, are independent contractors, without the power to act as agent for or otherwise bind NYCHA. Each Party is solely responsible for payment of all compensation owed to its own personnel (and the Consultant will be solely responsible for the payment of the amounts owed by the Consultant to its Subconsultants), as well as employment-related and other similar taxes incurred by it.

ARTICLE 6 WORK WEEK

6.1 For Services performed pursuant to this Agreement, the normal work week shall be five days, seven working hours per day (exclusive of lunch hours, Saturdays and Sundays and holidays observed by NYCHA). NYCHA-observed holidays are New Year’s Day, Martin Luther King, Jr., Day, Washington’s Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Election Day, Veterans Day, Thanksgiving Day and Christmas Day (the “**NYCHA Holidays**”). Any hours worked by a professional in excess of seven hours in any one day, or any hours worked by a professional on Saturdays or Sundays or NYCHA Holidays, shall be at no additional cost to NYCHA, unless specifically authorized in advance by NYCHA in writing.

ARTICLE 7 LABOR REQUIREMENTS

7.1 Pursuant to Section 152 of the Public Housing Law, all architects, draftsmen and technicians performing work or Services in connection with this Agreement, whether or not working on the site of the project, shall be paid no less than the wages or fees prevailing in New York City.

ARTICLE 8 IDENTIFICATION, SUBSTITUTION AND REPLACEMENT OF PRINCIPALS AND PROFESSIONAL LEVEL EMPLOYEES

8.1 The Consultant will identify in writing its principals and professional level employees (the “**Specified Individuals**”) who will perform the Services, for NYCHA’s approval, and the Consultant will not substitute or replace any of the approved Specified Individuals without the prior written approval of NYCHA.

8.2 Prior to diverting or substituting any of the Specified Individuals, the Consultant will notify NYCHA reasonably in advance and will submit proposed substitutions, in sufficient detail, to permit evaluation by NYCHA of the proposed substitution, including the qualifications of the person to be substituted and the proposed hourly compensation rate of such person(s). No diversion or substitution of such identified personnel will be made by the Consultant without the prior written consent of NYCHA.

ARTICLE 9 FORCE MAJEURE

9.1 For purposes of this Agreement, “**Force Majeure**” means an unforeseeable event beyond the control of, and not caused by the fault or negligence of, the affected Party, including, but not limited to: acts of God, acts of civil or military authority, acts of public enemies, war, terrorism, insurrection, governmental action, fires, floods, explosions, epidemics, earthquakes, quarantine restrictions, strikes or other work stoppages, or loss or interruption of electrical power or other public utility.

9.2 If an event of Force Majeure results in a Party’s being unable to perform in full or in part its obligations under this Agreement, then that Party shall be excused from whatever performance is affected by the Force Majeure event to the extent so affected and to the extent the affected Party used its best efforts, consistent with prudent practices, to perform its obligations under this Agreement and to mitigate the losses to itself and to the other Party arising from the event of Force Majeure.

ARTICLE 10 INSURANCE

10.1 The Consultant shall obtain and maintain all insurances as set forth within Section J of the NYCHA General Terms and Conditions.

ARTICLE 11 NYCHA RESOURCES; EXISTING DRAWINGS AND DOCUMENTS

11.1 NYCHA shall provide access for the Consultant to drawings from NYCHA’s archive data files of computer drawings (“**QWEB**”), which may or may not reflect existing conditions at each Development, to the extent that such records exist and are accessible. Access to this information will be provided to the Consultant and/or its Subconsultants and **is for general informational purposes only, subject to actual on-site confirmation of field conditions and verification of measurements by the Consultant and/or its Subconsultants.**

11.2 NYCHA will assist the Consultant in accessing the QWEB system. NYCHA will allow the Consultant to make appropriate disk copies of the archive data files contained within the QWEB system at no charge. It is the Consultant’s responsibility to obtain any/all software necessary to read and convert the archive data files.

11.3 NYCHA shall provide the Consultant with access to other relevant NYCHA records as NYCHA may deem necessary and appropriate.

11.4 The Consultant will be responsible for the review of all documents and materials referenced in this Article as well as the assessment of their relevance and accuracy.

ARTICLE 12 ASSESSING FIELD CONDITIONS

12.1 The Consultant will be responsible for the timely verification at the Development(s) of all existing field/site conditions and dimensions relevant to the Services, or otherwise relevant to performing the Services. NYCHA shall hold the Consultant liable for all losses, damages, or change order claims resulting from any errors, omissions or negligent acts on the part of the Consultant in accurately assessing and taking account of actual field/site conditions and dimensions in performing Services under this Agreement.

ARTICLE 13 ACCESS TO NYCHA DEVELOPMENTS

13.1 Upon receipt of adequate advance notification from the Consultant, NYCHA shall make arrangements for a NYCHA employee to provide access to both occupied and unoccupied areas of the buildings and/or NYCHA grounds that comprise the area of work at the Development.

ARTICLE 14 CONTRACT DOCUMENTS

14.1 All designs, drawings and papers prepared by the Consultant and Subconsultant(s) (if any) under this Agreement (the “**Contract Documents**”) shall comply with all applicable federal, state and local laws, codes, ordinances, rules and regulations, as modified by any waivers that the Consultant or Subconsultant(s) may obtain from the appropriate jurisdictions.

14.2 The Contract Documents shall be prepared by the Consultant and Subconsultant(s) (if any) in accordance with the highest standard of industry practice prevailing in the City of New York and with sufficient construction detail shown to enable prospective bidders (the “**Contractors**”) to make accurate and reliable estimates of the quantities, quality and character of labor and materials required to construct and complete the work and to install the equipment therein in a first-class workmanlike manner.

14.3 The Consultant and Subconsultant(s) (if any) shall use its (their) best efforts to guard against errors and omissions in the performance of its (their) Services under this Agreement and will carefully prepare the Contract Documents. The Consultant acknowledges that NYCHA shall be relying on the accuracy and completeness of the Consultant’s and Subconsultant’s professional services and knowledge of the Site conditions, proper choice of materials and equipment, and practicality of design for bidding, construction and maintenance purposes. The Consultant shall be held liable for any legal noncompliance and/or claims that arise from inaccuracies in, or omissions from, the Contract Documents. The Consultant shall not, however, be responsible for the Construction Contractors’ means and methods of construction or for the Construction Contractors’ maintenance of Site safety.

ARTICLE 15 SUBCONSULTANTS

15.1 In furtherance of, and not in limitation to, Section R of the NYCHA General Terms and Conditions:

- 15.1.1 When any or all of the Services cannot be provided by the Consultant's in-house staff, the Consultant shall engage, at the Consultant's sole expense, all, for example, Engineers, Cost Estimators, Expeditors, Surveyors, Architects, Landscape Architects, Experts and/or Consultants (collectively, the "**Subconsultant(s)**") as may be required for the proper performance and completion of the Services.
- 15.1.2 When issuing solicitations for Subconsultants, the Consultant shall take affirmative steps to include minority- and women-owned business enterprises.
- 15.1.3 The Consultant must seek and obtain NYCHA's written approval prior to hiring or engaging any Subconsultant to perform any portion of the Services. The Consultant shall furnish NYCHA with copies of all sub-contracts with Subconsultants for approval.
- 15.1.4 No substitutions of the Subconsultants approved by NYCHA may be made without the prior written approval of NYCHA.
- 15.1.5 The Consultant must comply, and the Consultant must cause its Subconsultants to comply, with all applicable federal, state and local laws, codes, ordinances, rules, and regulations, as modified by any waivers that the Consultant and its Subconsultants may obtain from the appropriate jurisdictions.
- 15.1.6 The Consultant shall inform all Subconsultants of the terms and conditions of this Agreement relating either directly or indirectly to the services to be performed by the Subconsultant, and the Consultant shall stipulate in each and every sub-contract with Subconsultants that all services and work performed by the Subconsultant strictly comply with the requirements of this Agreement, including, but not limited to, Section J of the NYCHA General Terms and Conditions regarding insurance procurement.
- 15.1.7 The Consultant must cause all applicable provisions of this Agreement to be inserted in all of its subcontracts.
- 15.1.8 The Consultant shall be solely responsible for the cost of any Subconsultant retained and the Consultant shall pay the Subconsultant fees commensurate with the professional services rendered by the Subconsultant.

15.1.9 The Consultant shall be solely responsible for the performance and accuracy of the work of all Subconsultants, including maintenance of schedules, coordination of Subconsultants' work and resolution of all differences between Subconsultants retained.

ARTICLE 16 NYCHA POLICIES; REPLACEMENT OF PERSONNEL

16.1 The Consultant's performance of all Services must be coordinated with appropriate NYCHA personnel and the Consultant, when performing the Services, shall at all times be subject to any applicable NYCHA parameters, guidelines, working rules, security standards, and work related policies in effect from time to time (collectively, the "NYCHA Policies").

16.2 NYCHA reserves the right, at its discretion, to request the immediate removal and replacement of any person assigned to perform any of the Services under this Agreement, and if NYCHA makes such a request, a replacement must be made no later than three calendar days after written notice is received from NYCHA of such request. The recipient of this request must submit such information regarding the experience and qualifications of the person(s) it proposes to substitute as may be required by NYCHA, and any substitution, whether or not made at NYCHA's request, is subject to the prior written consent of NYCHA.

ARTICLE 17 COORDINATION WITH NYCHA; CONTACT PERSON

17.1 The scope of the Consultant's work effort pursuant to this Agreement must be coordinated with appropriate NYCHA personnel, who will be designated by NYCHA, and shall at all times be subject to the parameters and guidelines established by NYCHA from time to time.

17.2 The Consultant shall designate a project leader, subject to NYCHA's written approval, who shall be available at all times required for the Services and efforts provided for herein (the "Consultant's Contact"), and who shall not be removed or replaced without the prior written consent of NYCHA.

ARTICLE 18 SECURITY; ACCESS

18.1 The Consultant shall cause the employees working for it to observe all NYCHA security standards and procedures, as well as all applicable working rules and work-related policies of NYCHA.

18.2 NYCHA agrees to provide access for the Consultant and its employees to the Sites where the Services are to be performed; provided, however, that the Services are performed in a manner so as to minimize any disruption to NYCHA's normal business operations.

ARTICLE 19 GENERAL WARRANTIES

19.1 The Consultant shall perform all Services under this Agreement in accordance with the highest level of care prevailing in the City of New York for architects and engineers performing similar services at the time that the Services are performed.

19.2 The Consultant shall perform all Services in accordance with the terms and conditions of this Agreement.

19.3 The Consultant agrees that the professional(s) it assigns to perform the Services under this Agreement shall have the proper skill, training and background so as to be able to perform the Services in a competent and professional manner.

19.4 All warranties, representations and covenants are cumulative, and no warranty, representation or covenant is in limitation of any other representation, warranty, or covenant in this Agreement.

ARTICLE 20 MATERIALS PREPARED BY THE CONSULTANT

20.1 In furtherance of, and not in limitation to, Section O of the NYCHA General Terms and Conditions, and unless otherwise agreed to in writing by NYCHA:

20.1.1 All drawings, specifications, studies and other materials prepared under this Agreement by the Consultant will be the property of NYCHA and at the expiration or earlier termination of this Agreement will be promptly delivered to NYCHA. The Consultant will have no claim for further employment or additional compensation as a result of the exercise by NYCHA of its full rights of ownership.

20.1.2 All materials, including, but not limited to, programs, documentation, reports, manuals, visual aids, and any other materials prepared for NYCHA by the Consultant under this Agreement (the “**Work Product**”) shall be deemed to be a work made for hire and made in the course of the Services rendered hereunder and shall belong exclusively to NYCHA, with NYCHA having the right to obtain and to hold in its own name copyrights, registrations or such other protection as may be appropriate to the subject matter, and any extensions and renewals thereof. The Consultant agrees to give NYCHA and any person designated by NYCHA reasonable assistance, at NYCHA’s expense, required to perfect the rights defined in this ARTICLE 20. Unless otherwise agreed to by the Parties, the Consultant shall immediately, upon the expiration or earlier termination of this Agreement, turn over to NYCHA all materials developed pursuant to this Agreement, including, but not limited to, the Contract Documents, working papers, narrative descriptions, reports and data.

ARTICLE 21 KNOWLEDGE OF AGREEMENT; CONTINUOUS SERVICE

21.1 The Consultant must ensure that the Consultant's Contact will be familiar with all phases and details of this Agreement and that the Consultant's Contact shall be available for consultation with NYCHA until the completion of the Capital Improvements resulting from the Consultant's Services under this Agreement.

ARTICLE 22 NYCHA'S FINAL DECISION

22.1 NYCHA's decisions will be final and binding upon the Consultant as to all matters arising in connection with or relating to this Agreement. NYCHA will determine the amount, quality, acceptability and fitness of the Services being provided hereunder and shall determine all matters relative to the fulfillment of this Agreement by the Consultant.

22.2 Acceptance by NYCHA of any Contract Documents or other materials prepared by the Consultant and/or the Consultant's Subconsultants under this Agreement will not relieve the Consultant of its liability and responsibility for the Services.

ARTICLE 23 WARRANTY RELATING TO ENVIRONMENTAL INVESTIGATIONS

23.1 The Consultant agrees that all of the Services that it performs, or that it may cause its Subconsultants to perform, under this Agreement, shall be performed in a manner consistent with applicable environmental, safety and health laws and regulations. The Consultant shall carefully perform all Services and will supervise its Subconsultants relating to their careful performance of the Services with respect to the environment or the identification of a hazardous environmental condition.

ARTICLE 24 WARRANTY AGAINST NON-COMPETITION

24.1 The Consultant represents and warrants that to its best knowledge and belief each of its employees or Subconsultants assigned to perform any of the Services pursuant to this Agreement is not in breach of any covenant or obligation not to compete with any former employer. In the event any such employee or subconsultant has a covenant or obligation not to compete with a former employer, such employee or subconsultant must be informed by the Consultant that he or she must obtain a release from such former employer before performing any of the Services.

24.2 The Consultant agrees to indemnify and hold harmless NYCHA, its Members, officers, employees and agents from and against every damage, expense, fee, and cost, including, without limitation, all reasonable sums charged to associated litigation, including reasonable attorneys' fees, which may be incurred by NYCHA in any action by a third party against NYCHA or against anyone assigned by the Consultant to perform Services for NYCHA hereunder for breach by an employee or subconsultant of any non-competition clause or covenant or obligation not to compete in any agreement entered into by the employee or

subconsultant and any former employer where the Consultant knew or should have known of such clause or covenant or obligation not to compete.

ARTICLE 25 ATTENDANCE AT MEETINGS

25.1 The Consultant must attend, and must cause its Subconsultants to attend, all meetings as deemed necessary by NYCHA, and at such times as may be directed by NYCHA.

ARTICLE 26 COMMUNICATIONS WITH NYCHA

26.1 If the Consultant is unable to obtain information from NYCHA that is needed to perform any aspect of the Services, the Consultant must communicate the need for such information to NYCHA in writing.

26.2 The representative of NYCHA to whom any report, Invoice, or other written communication is to be given under this Agreement regarding the day-to-day performance of the Services is: JJ Suarez Jr., Consultant, or his designee (“NYCHA’s Representative”). NYCHA’s Representative is also the person authorized to provide any approvals of deliverables or otherwise as may be required under the terms of this Agreement.

ARTICLE 27 NOTICES

27.1 All notices and correspondence to the parties hereunder shall be delivered by hand or sent by registered or certified mail or by FedEx, Airborne Express, Express Mail or other overnight delivery service that provides a receipt to the sender. Receipt of a notice by the Party to whom the notice is transmitted shall be deemed to have occurred: (a) upon receipt, if hand delivered; (b) three days from the date of mailing, if mailed; or (c) the next business day after transmittal by FedEx, Airborne Express, Express Mail or other overnight delivery service that provides a receipt to the sender.

27.2 All notices and correspondence to the Consultant shall be delivered to the following address and addressee or to such other address(es) or addressee(s) as the Consultant may notify NYCHA of from time to time:

MDSzerbaty + Associates Architecture LLC
307 Seventh Avenue
New York, New York 10001
Attn: Michael D. Szerbaty, AIA, Principal

27.3 All notices and correspondence to NYCHA shall be delivered to the following addresses and addressees or to such other addresses or addressees as NYCHA may notify the Consultant of from time to time:

New York City Housing Authority
Office of Executive Vice President / Capital Projects Division
250 Broadway, 12th floor
Attn: Michael Rosen, Vice President for Disaster Recovery

with a copy to:

New York City Housing Authority
Law Department
250 Broadway, 9th Floor
New York, New York 10007
Attn: Assistant General Counsel for Corporate Affairs

ARTICLE 28 ASSISTANCE TO NYCHA

28.1 If any claim by a third party is made or any action is brought against NYCHA relating to this Agreement, the Consultant must provide, and must cause its Subconsultants and/or subcontractors to provide, NYCHA with all assistance that may be requested by NYCHA in defense of such claim or action.

ARTICLE 29 EXTRA WORK CLAIMS

29.1 If the Consultant claims that any instructions of NYCHA, by drawings or otherwise, involve extra work entailing extra cost, or claims compensation for any damages sustained by reason of any act or omission of NYCHA, or of any other persons, or for any other reason whatsoever, the Consultant shall, within 20 calendar days after such claim shall have arisen, file with NYCHA written notice of the claim for such extra cost or damages, stating in such notice the nature and amount of the extra cost or damages sustained and the basis of the claim against NYCHA. If NYCHA shall deem it necessary for proper decision, upon any notice filed hereunder, to require additional data, depositions or verified statements, the Consultant must furnish the same within 20 calendar days after written demand therefor upon him/her.

29.2 The filing by Consultant of a notice of such claim and the compliance by the Consultant with the demand, if any, for additional data, depositions or verified statements, both within the time limited herein, shall be a condition precedent to the settlement of any claim or to the Consultant's right to resort to any proceeding or action to recover thereon, and failure to do so shall be deemed to be a conclusive and binding determination on the Consultant's part that he/she has no claim against NYCHA for compensation for extra work or for compensation for damages, as the cause may be, and shall be deemed a waiver by the Consultant of all claims for additional compensation or for damages.

29.3 NYCHA shall have the right at any time that a claim is made or a lawsuit is brought by the Consultant on any account to audit the books and records of the Consultant with respect to all matters relating to the subject matter of the claim or lawsuit.

ARTICLE 30 SEVERABILITY

30.1 If any provision of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions are in no way affected or impaired and the remaining provisions remain in full force and effect, and the invalid, illegal or unenforceable provision will be replaced by a mutually acceptable provision which, being valid, legal and enforceable, comes closest to the intention of the Parties underlying the invalid, illegal or unenforceable provision.

ARTICLE 31 NO WAIVER ; NO ESTOPPEL

31.1 The failure of either Party to exercise in any respect any right provided for herein shall not be deemed a waiver of any right hereunder.

31.2 Neither NYCHA nor any department, officer, agent or employee thereof, shall be bound, precluded or estopped by any determination, decision, approval, order or payment made or issued by NYCHA to the Consultant under this Agreement from:

- 31.2.1 showing that any determination, decision, approval, order or payment made or issued by NYCHA was untrue, incorrect or improperly made in any particular manner, or that the Services were not in fact performed in conformance to the requirements of this Agreement; and
- 31.2.2 demanding and recovering from the Consultant any overpayments made to it, or such damages as NYCHA may sustain by reason of the Consultant's failure to perform each and every part of this Agreement in strict accordance with its terms, or both.

ARTICLE 32 HEADINGS

32.1 The descriptive headings used in this Agreement are for purposes of convenience only and do not constitute a part of this Agreement.

ARTICLE 33 AUTHORITY OF SIGNATORY

33.1 Each of the Parties hereto represents and warrants to the other that the person or persons executing this Agreement on behalf of such Party has the full right, power and authority to enter into and execute this Agreement on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Agreement.

ARTICLE 34 COUNTERPARTS

34.1 This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same Agreement. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a “.pdf” format data file, such signature shall create a valid and binding obligation of the Party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or “.pdf” signature page were an original thereof.

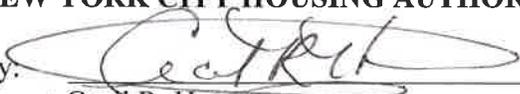
ARTICLE 35 NYC RECOVERY WEBSITE AND AGREEMENT POSTING

35.1 The Consultant is advised that this Agreement will be posted on the NYC Recovery website, accessible at <http://www.nyc.gov/html/recovery/html/jobs/jobs.shtml>. It is the Consultant’s responsibility to designate those portions of the Agreement, including the Consultant’s Proposal, the Consultant claims should be exempt from disclosure, citing any exemption from disclosure under the New York State Freedom of Information Law, N.Y. Pub. Off. Law §§ 85-90, for NYCHA’s review. The Consultant shall provide NYCHA, contemporaneously with the Consultant’s execution of this Agreement, a redacted version of the Agreement, citing any exemption from disclosure.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties, with intent to be legally bound as of the Effective Date, have caused this Agreement to be executed by their respective duly authorized officers as set forth below.

NEW YORK CITY HOUSING AUTHORITY

By: 
Name: Cecil R. House
Title: General Manager
Date Signed (MM/DD/YEAR): 3 / 24 / 2015

**MDSZERBATY+ASSOCIATES
ARCHITECTURE LLC**

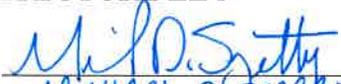
By: 
Name: MICHAEL D. SZERBATY
Title: PRINCIPAL
Date Signed (MM/DD/YEAR): 03 / 17 / 2015

EXHIBIT 1

REQUEST FOR PROPOSALS

Request for Proposals for
(CDBG-DR) ARCHITECTURAL and ENGINEERING SERVICES
for Sandy Resiliency & Renewal Program @ Ocean Bay (Bayside), Queens

NEW YORK CITY HOUSING AUTHORITY

250 Broadway, New York, New York 10007

Shola Olatoye

Chair & Chief Executive Officer

Prepared by:

CAPITAL PROJECT DIVISION

90 Church Street, New York, New York 10007

Raymond A. Ribeiro, PE

Executive Vice President

NEW YORK CITY HOUSING AUTHORITY

Request for Proposals for Architectural and Engineering Services for

Sandy Resiliency & Renewal Program @ Ocean Bay (Bayside), Queens October 29, 2014

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NEW YORK CITY HOUSING AUTHORITY

Request for Proposals for Architectural and Engineering Services for

Sandy Resiliency & Renewal Program @ Ocean Bay (Bayside), Queens October 29, 2014

NEW YORK CITY HOUSING AUTHORITY'S COORDINATOR

The New York City Housing Authority's coordinator ("NYCHA's RFP Coordinator") for ALL matters concerning this Request for Proposals ("RFP") is:

Meddy Ghabaee- RFP Coordinator
New York City Housing Authority
Supply Management Department - Procurement
90 Church Street, 6th Floor
New York, New York 10007
Telephone No.: (212) 306-4539
Facsimile No.: (212) 306-5108
E-mail: meddy.ghabaee@nycha.nyc.gov

References herein to NYCHA's RFP Coordinator shall include his designee.

NEW YORK CITY HOUSING AUTHORITY

*Request for Proposals for Architectural and Engineering Services for
Sandy Resiliency & Renewal Program @ Ocean Bay (Bayside), Queens* **October 29, 2014**

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SECTION I: INTRODUCTION

1 New York City Housing Authority

The New York City Housing Authority (“NYCHA”) is the largest public housing authority in North America and operates 334 housing developments throughout the five (5) boroughs of New York City. NYCHA manages approximately 178,557 apartments in 2,563 residential buildings containing 3,330 elevators, houses over 403,120 authorized residents, has approximately 11,605 employees, and administers a citywide Section 8 Leased Housing Program covering approximately 91,103 rental apartments. NYCHA also oversees a network of over 400 community facilities that includes community centers, senior centers, health care centers, day care centers, and Head Start educational centers.

2 NYCHA’s Capital Projects Division

NYCHA’s Capital Projects Division (“CPD”) is responsible, in conjunction with other NYCHA Divisions and Departments, for planning and implementing all construction related projects undertaken by NYCHA.

3 Sandy Resiliency & Renewal Program

On October 29, 2012, Superstorm Sandy (“Sandy”), with its historical storm surge, caused massive damage throughout the coastal areas of New York City. While varying in nature and severity, the resulting damage centered around building systems and conditions that were susceptible to flooding. Approximately 60 NYCHA developments within the Zone A and Zone B flooding areas bore the brunt of serious damages to building mechanical systems, electrical distribution, plumbing valves, pumps, and piping.

In the days and weeks immediately following the superstorm, NYCHA embarked on a recovery program by performing extensive building damage assessments, installing new temporary electrical switchgear, and temporary mobile boilers to restore the habitability of the residential buildings in the most severely affected developments. NYCHA is now ready to move from these short-term recovery efforts and embark on its full long-term “Sandy Resiliency & Renewal Program” (collectively, the “Sandy Projects”).

4 NYCHA’s Program Management Office

NYCHA’s Project Management Office (the “PMO”), as NYCHA’s representative, is responsible for planning and implementing Sandy Projects. These responsibilities include, but are not necessarily limited to, the management and coordination of all aspects of: 1) planning; 2) analysis of alternatives; 3) funding management; 4) financial reporting; 5) metric management; 6) grant administration; 7) design coordination, design consultants management including performance evaluation; 8) procurement scheduling; 9) construction scheduling and coordination; and 10) coordination of close out process for the Sandy Projects.

5 The Property

Ocean Bay Bayside complex comprised 24 residential buildings with 1,378 apartments units. The construction of the development was completed in 1961. The numbers of apartments on the first floor of each building ranges from 0 to 5 and the numbers on every floor above from 8 to 10. The size and type of apartments range from studios to 5-Bedrooms apartments.

This New York City Housing development is located on a 32 acre site, with twenty 7-story buildings lining both Almeda Avenue and Beach Channel Drive, and four 9-story buildings centrally located in between.

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The existing boiler plant, located within the cellar level of Building No. 22, at 440 Beach 54th Street was subject to water damages from Superstorm Sandy. The affected areas include mostly their mechanical and electrical systems and spaces below grade; including the six (6) dual-fuel boilers and associated components.

The Development’s specifics are:

- Main Address: 57-10 Beach Channel Dr. Far Rockaway, NY 11692
- Boro: Queens
- Telephone: (347) 619-8504
- Year Built: 1961
- Number of building: 24
- 7 and 9-story buildings

6 The Project

The architect engineer (the “A/E” or the “**Selected Proposer**” or the “**Consultant**”) shall assist NYCHA and coordinate with NYCHA’s Construction Manager as Agent firm (the “**CMa**”) throughout the design, construction and close out of the Project as detailed in **Section II: Scope of Services** (the “**Services**” or the “**Scope of Services**”) of this RFP.

7 Notice To Proceed

The Notice to Proceed (“**NTP**”) will be issued based on budget for the Scope of Work detailed in Section II. NYCHA may issue the NTP in-whole, in-part, or individually per the following phase(s) (“**Phases**”):

- 7.1 Basis of Design;
- 7.2 Design Phase;
- 7.3 Procurement Phase;
- 7.4 Construction Phase; and
- 7.5 Post-Construction Phase.

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SECTION II: SCOPE OF SERVICES

NYCHA requires the professional expertise of an A/E to provide services for Basis of Design, Design, Procurement, Construction and Post-Construction Phase Services in accordance with the milestones specified in Table II-1 on page 17. Nothing contained in this RFP shall be deemed to require or authorize the A/E to perform any act or render any services other than those of a professional architect engineer, as defined herein. The Scope of Services to be performed by the A/E under its agreement (the “**Agreement**”) during the respective Phases (which may overlap) is detailed below.

1 Overall Provisions

- 1.1 Regulations – The A/E shall perform all Services and prepare all work in accordance with all current and applicable City and State of New York governmental laws, rules, regulations, codes, public agency standards and specifications and any other public agency mandated constraints affecting the Site.
- 1.2 Commencement and Duration – The Pre-Design Phase will commence with a NTP from NYCHA and will have a period of performance per the duration’s table below. The A/E shall schedule and complete the following activities as part of the Pre-Design Services in accordance with the Final Baseline Schedule that will be developed at the start of the Pre-Design Phase.
- 1.3 Critical Path Method (“CPM”) Design Schedule – the A/E shall develop, submit, and maintain a Critical Path Method Design Schedule (the “**Schedule**”) that includes all tasks associated with the Scopes of Services that the A/E manages or contributes as necessary to achieve the milestones specified in Table II-1 on page 17.

Following the issuance of the NTP by NYCHA the A/E will submit a draft Schedule (“**Draft Schedule**”) for review and comment (“**NYCHA Review**”) within the timeframe specified in Table II-1. A final Schedule (“**Final Schedule**”) shall be developed to incorporate NYCHA Review comments on the Draft Schedule. The schedule shall be developed by the A/E and maintained in accordance with the Project Management Institute’s standards for Critical Path Method Scheduling, but absent of earned value management. The A/E shall submit a copy of the latest schedule update on a weekly basis. Such schedule submittals shall continue through to and include the last milestone specified in Table II-1. Payments to the A/E will be held until the Schedule is approved and updates provided as specified within this section.

- 1.4 Meetings – Administer meetings during the Basis of Design Phase and Design Phase by meeting with NYCHA, the CMA and other stakeholders every two weeks to review design progress and collaboratively plan the construction. Additional meetings will be scheduled as the need arises. The A/E shall provide meeting minutes to the representatives of all attendees within 48 hours of each meeting.
- 1.5 Electronic Project Management – All Project documents, inquiries and deliverables by the A/E and its sub-consultants (“**Sub-Consultants**”) shall be made and managed utilizing an electronic Project Management (“**ePM**”) system provided by NYCHA. The ePM will also be used by the A/E and its Sub-Consultants for collaborations with CMA, construction contractors (“**CCs**”), and other Project entities that may be designated by NYCHA. The ePM system shall be utilized to submit, review, update, track, and view Project information including, but not limited to the following:

1.5.1 Project design drawings, design reports, and other related documents;

1.5.2 Schedule submittals and updates;

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- 1.5.3 Requests For Information (“**RFI**’s”);
- 1.5.4 Submittals;
- 1.5.5 Notices To Comply (“**NTC**’s”);
- 1.5.6 Change Management - Proposed Change Orders (“**PCO**’s”);
- 1.5.7 Meeting Minutes;
- 1.5.8 Issues ; and
- 1.5.9 Daily Field Reports (as applicable).

NYCHA shall provide access and licenses for the ePM system at no charge to the A/E and/or their Sub-Consultants. NYCHA will provide training at no charge to the awarded A/E and/or their Sub-Consultants (one session for 8 hours). The A/E shall be responsible for all labor costs for training their staff and/or subcontractors/Sub-Consultants. Staff hours associated with ePM training are not billable to NYCHA.

2 Basis of Design Report

The AE shall develop a Basis of Design Report that includes the following:

- 2.1 Basic Design Scope of Work – The Basic Design Scope of Work (“**SOW**”) shall include:
 - 2.1.1 The findings of a comprehensive damage assessment to fully identify and reconfirm all Sandy related damage within the Site’s boundaries including, but not necessarily limited to, the surrounding grounds, infrastructure, buildings, and building systems. (This scope does not include apartment units, common areas within the residential floors. It does include the lobbies and entrance areas.)
 - 2.1.2 The SOW needed to restore to the pre-disaster design, function, and capacity identified by the damage assessment to pre-storm conditions and functionality including compliance with all applicable statutes, regulations, codes, and standards.
 - 2.1.3 Measures to:
 - Bring all areas within the SOW in compliance with all applicable codes and flood resistant design standards.
 - Replacement and relocation of existing boiler plants above the Design Flood Elevation (“**DFE**”) including an options analysis that considers cost effectiveness and long-term resiliency alternatives such as centralized plants for a combination of buildings or the entire campus.
 - Provide natural gas fueled standby power generators for the buildings and campus electrical needs. Generators shall be capable of paralleling with the local utility as part of a Demand Response Program. The preferred option for location of the generators is on the roof of each building; however, the Basis of Design Report shall also evaluate alternatives such as providing standby power to either a combination of buildings or a centralized plant for the campus.
 - Roof replacement on all buildings
 - Relocation of the building MEP systems susceptible to future flood damage to higher elevation above the DFE taking into consideration the risks associated with Sea Level Rise (“**SLR**”) including, but not

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necessarily limited to:

- Electrical services and switch gear;
- Heat exchangers, hot water system components, and pumps;
- Upgrade elevator control systems as required in compliance with the latest flood resistant design standards and replace damaged equipment in elevator pits;
- Replacement of site underground electrical service feeders and conduits;
- Provide for new site lighting using new LED luminaries and poles according to NYCHA's recommendations;
- Providing new lightning protection system on building roofs; and
- Optimization of community facilities on site including the Health Center, Community Center, Daycare Center, Senior Centers and Administrative facilities to make them standalone facilities with their own MEP systems and natural gas fueled standby power generators in order to facilitate better communications, and provide an area of refuge during future storm events.

2.1.4 Any Design analysis shall include three design concepts utilizing a Life Cycle Cost Analysis as defined by Federal Energy Management Program ("FEMP") Building Life Cycle Cost software or equal.

2.1.5 The A/E shall provide at earliest opportunity one drawing that provides detail on the location, area, and depth of any ground disturbing activities; the location, anticipated size, and designated purpose of long and short-term staging areas as well as the construction ingress and egress route; the location and extent of flood mitigation measures to protect building structures; the locations of any elevated building systems; the location and size of backup power generators; the locations of existing and proposed fuel storage tanks; the location and size of recreational space and garden/tree plantings potentially impacted by project activities; and the location and size of transition areas used for deliveries, and for debris/waste management.

2.2 Optional Evaluation of Other Resiliency and Energy Efficiency Measures

In addition to the design and other related efforts described in **Section 2.1** above, NYCHA may elect to have the A/E prepare a feasibility study and conceptual design report that evaluates and presents other opportunities to improve the overall long-term sustainability of the Site and resistance to future storm events. At a minimum, the scope of the conceptual design report shall include:

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- 2.2.1 Resiliency Measures - A master plan for the Site that minimizes the impact of future flood events, and optimize Site utilization. The master plan shall include a narrative that describes the holistic approach of additional Site and resident security, safety and resilience, including:
- options for increased revenue from the property;
 - additional Site parking;
 - improvements to storm water management using detention and retention features such as porous pavement, bio swales, site re- grading, underground storage, etc.;
 - incorporation or upgrading common facilities to enhance resident quality of life; and
 - create a visual and functional impact for the Site as part of an urban and social cohesion.
- 2.2.2 Energy Efficiency Improvements: - Develop a master plan for reduction of the Site's energy demands, using a comprehensive energy modeling, that identify and quantify any energy saving opportunity that may include items such as:
- Incorporate re-cladding, air barrier/membrane and rain-screen, and insulation systems to the existing buildings to improve buildings energy conservation performance in conjunction with ongoing maintenance projects and Local Law 11 requirements;
 - Improvement of common areas light fixtures to meet energy efficiency standards; and
 - Upgrades, such as window replacement and other buildings features that increases resistance to storm events.
- 2.2.3 Feasibility and Options Analysis Report - At a minimum, the conceptual design report shall include:
- Feasibility of all proposed measures including consideration of other Site needs and uses as well as structural capacity for additions to the structures, and any negative impacts of the current functionality of the Site for residences, pay back analysis, etc.;
 - Clear discussion of the uncertainties and assumptions that are incorporated in the conceptual evaluations and the scope of work that would be required to determine final feasibility;
 - Design fee associated with implementation of any recommended measures;
 - Engineers cost estimate for proposed features and cost benefit analysis; and
 - Impact on schedule, design and construction phase, associated with implementation of any recommended measures.

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2.3 Scope of Services in support of the work required by Sections 2.1 and 2.2

Achievement of the requirements of Sections 2.1 and 2.2 above is expected to include but not necessarily be limited to the Scope of Services described within this Section 2.3:

2.3.1 Review Existing Background Documents – Research and evaluate current documents pertaining to the Site, and take these into consideration for scoping the Site Investigations Services. All pertinent documents will be provided to the A/E. The documents included in the RFP, which provide a sample of the available information, are:

- Due diligence reports;
- Assessment Reports.

2.3.2 Site Investigation Services – Visit the Site to inspect, investigate, measure, and evaluate the existing conditions of all areas related to the Scope of Work (the “**Site Surveys**”). The A/E shall interview personnel associated with the Site to establish:

- damage to the Site caused by Sandy including, but not necessarily limited to, the surrounding grounds, infrastructure, buildings, and building systems building systems;
- present building and space utilization, history of modifications and corrective work performed;
- problems experienced with the operation of the facility, system operation procedures and system repair status; and
- current applicable maintenance procedures; and access constraints associated with the A/E’s on-Site investigations.

The A/E shall take photographs in order to illustrate existing conditions and the extent of remedial work required. It is not the intent of NYCHA to document the condition of the entire building or Site photographically. Photographs shall be used to illustrate the nature and extent of particular damages that exist. Photographs shall be in digital format as well as hard copy. The Site Investigation Services shall also include topographical surveys, geotechnical investigations, utility location, mark-out services, and any other investigation service necessary to support the work.

2.3.3 Existing Conditions Report - The A/E shall provide a written report (the “**Existing Conditions Report**”) at the conclusion of the Site Surveys and shall assist NYCHA with the review and evaluation of the Existing Conditions Report to refine the construction Scope of Work within the parameters of the existing budget. The Existing Conditions Report shall include, but not necessarily be limited to, the following:

- Review findings for all pertinent reports such as the HSCIP Site Assessment Report and Due Diligence Study, Physical Need Assessment Reports (PNAs), Environmental reports, Historic records, Site Rating Reports, Leak Reports, DOB Local Law 11 Report Cycle 6 & 7 (LL11), previously awarded contracts at the Development, DOB BIS information for work complete and violations, and existing drawings if available from

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NYCHA's Office of Design (OoD).

- Results of the A/E damage assessment performed as part of this SOW.
 - Written recommendations to include evaluations of each component, detailed definition of where the damage occurred with drawings, written reports, options for corrective action, and budget evaluation of proposed options.
 - The A/E shall assist NYCHA and the CMA in defining the construction SOW and identify opportunities for developing early construction start.
 - Preliminary budget estimate with quantities, unit costs, general conditions, overhead and profit, insurance and bonding for all alternates and options.
- 2.4 **Executive Briefing** - Assist NYCHA and the CMA in preparing an executive briefing of the findings in the Basis of Design Report. Attend the executive briefing and consult NYCHA with recommendations for the SOW based on NYCHA's goals.

3 Design Phase Services

- 3.1 **Commencement and Duration** – The information developed in the Basis of Design Phase will allow NYCHA to refine the Scope of Work for the Project. At the start of the Design Phase, direction will be provided designating the Scope of Work that will proceed to the Schematic Design Phase. NYCHA will continue to evaluate budget and priorities as the design proceeds, providing specific direction at the completion of each phase of design. The periods of performance for each design phase are per Table II-1.
- 3.2 **Quality Assurance** – From Project inception to completion and closeout, the A/E shall ensure all Contract Documents, addendums (“**Addendums**”) and bulletins are properly planned and executed throughout the entire Project before they are submitted to NYCHA for review and approval. Each phase must include sound Quality Assurance and Quality Control (QA/QC) with proper staffing and mechanisms to ensure NYCHA is receiving the highest possible level of care and quality of work in order to reduce unnecessary mistakes or missteps. A QA statement shall be include as part of each phase submittals to testify that the process has been implemented. Lack of quality of work and care and unnecessary mistakes may lead to withholding of payment and/or removal of staffing and/or low performance evaluation ratings and/or declaration of default of the A/E.
- 3.3 **Schematic Design Documents** – Prepare a set of schematic drawings (the “**Schematic Design Documents**”, “**Schematic Design**”, or “**20% CDs**”) describing the proposed design. The AE shall produce Schematic Design Documents for each professional discipline, as applicable, i.e., architectural, structural, landscaping, hazardous material, mechanical, plumbing and electrical for all Scopes of Work. The A/E shall prepare Schematic Design Documents, at a scale presented by the A/E to NYCHA for selection (usually ¼” = 1’-0”), including the following:
- 3.3.1 Existing Condition Drawings to scale dimensioned as may be necessary showing areas and elements requiring demolition, salvage and protection;
 - 3.3.2 Floor plan(s), indicating proposed building or building system alterations and as required related grounds work (Note: Significant mechanical, plumbing, and/or electrical modifications may require separate Schematic Design Documents at this stage);
 - 3.3.3 Critical sections and elevations (interior and exterior);

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- 3.3.4 Grounds plan, indicating proposed walkways, landscaping, signage and amenities;
- 3.3.5 Zoning analysis and code compliance;
- 3.3.6 Outline Specification in the latest edition of the Construction Standard Institute (“C.S.I.”) format, consistent with the documents that generally reflect the systems and materials for the Project;
- 3.3.7 The A/E shall perform any and all property and boundary surveys required for the Scope of Services.
- 3.3.8 Coordination of all hazardous materials to the hazardous material drawings (“**H-Drawings**”), and assumed quantities and allowances;
- 3.3.9 Provide and reconcile estimates;
- 3.3.10 Make recommendations for packaging of Construction Contracts for approval and incorporation;
- 3.3.11 Make recommendations for deduct alternates and options in the construction contracts as needed to resolve budget issues, and upon approval, incorporate same into bid packages in the Construction Documents; and
- 3.4 Assist NYCHA and the CMA in preparing and administering an executive briefing of the proposed solutions, changes to the SOW, the Project budget, budget impacts, and alternatives and options for review and approval by NYCHA.
- 3.5 Design Development Documents – The A/E shall develop the design in detail at a scale decided on by NYCHA and submit documents (the “Design Development Documents” or “50% CDs”) to NYCHA for written approval. The Design Development Documents shall indicate the same information as required for the Schematic Design, but in more detail, showing critical dimensions and notes for materials and methods. Design Development Documents shall describe, but not be limited to:
 - 3.5.1 Floor plans to scale as required, indicating demolition and removal; proposed building alterations, structural alterations; related Site work, roof plans, sections, elevations, diagrams, details, reflected ceiling plans and proposed furniture layout as required and/or requested.
 - 3.5.2 Mechanical floor plans and diagrams, as required and/or requested, to describe the mechanical design and HVAC system in detail.
 - 3.5.3 Plumbing floor plans and diagrams, as required and/or requested, to describe the plumbing design in detail. Sprinkler systems, if required, shall be included in plumbing work.
 - 3.5.4 Electrical floor plans floor plans and diagrams, as required and/or requested, to describe the electrical design in detail. Life safety fire alarm systems and security systems shall be included in the electrical work.
 - 3.5.5 Refine and expand the specifications to reflect the Design Development Documents and detail of proposed work describing the technical specifications of all proposed equipment, materials and finishes. The A/E shall be responsible for the preparation of their sections and coordination with all participants as to form and content of the document. The specifications shall be in the latest C.S.I. format.
 - 3.5.6 Reassess zoning and code analysis based on the Design Development Documents

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and detail of the proposed work.

- 3.5.7 The A/E shall submit the necessary drawings and calculations for filing with the NYC Department of Buildings and (“**DOB**”) all agencies having jurisdiction. Evidence of all filings shall be submitted to NYCHA.
 - 3.5.8 Coordination of all hazardous materials to the H- Drawings, which include decontamination locations, identification of hazardous materials on plans, plans for DEP Work Plan, and quantities and allowances.
 - 3.5.9 Provide and reconcile estimates.
 - 3.5.10 Make recommendations for packaging of Construction Contracts for approval and incorporation.
 - 3.5.11 Make recommendations for deduct alternates and options in the Construction Contracts as needed to resolve budget issues. Upon approval, incorporate into bid packages in both the specifications and contract drawings.
 - 3.5.12 Assist NYCHA and the CMA in preparing and administering an executive briefing of the proposed solutions, changes to the SOW, the project budget, budget impacts, and alternatives and options for review and approval by NYCHA.
- 3.6 Contract Documents – The A/E shall Prepare Contract Documents in a manner and form that will permit NYCHA to advertise, bid and award separate prime contracts including any early start construction activities. The Contract Documents shall include, but will not be limited to, all designs, diagrams, drawings and specifications for all architectural, landscaping, structural, mechanical, plumbing, fire protection (sizing and risers), electrical/special systems, lighting, hazardous materials, and related work as required according to the following breakdown for the Scope of Work:
- 3.7 At 90% Completion, the Contract Documents shall be substantially complete. All drawings shall be dimensioned, noted and cross-referenced, and shall reflect the input of all participants. Specifications shall be revised to also reflect the input of all participants and cross referenced with the revised drawings The A/E shall make all necessary changes to the documents required by the Department of Buildings. The Contract Documents shall include the complete final design and detailed final drawings and specifications, along with all data necessary for the preparation of an Invitation for Bid. The drawings shall be prepared with construction details completely shown, with figure dimensions given and coordinated with complete specifications. The A/E, where not previously submitted, shall submit the necessary drawings and calculations for filing with the DOB and all agencies having jurisdiction. Evidence of all filings shall be submitted to NYCHA.
- 3.7.1 The Contract Documents shall be deemed in 100% compliance upon review and written approval of all recommendations, corrections and revisions required by NYCHA. The 100% Compliance Documents shall reflect any further recommendations, corrections and revisions required by NYCHA upon review of the 90% completion phase. All drawings, specifications and construction cost estimates shall be checked and coordinated with the work of all other consultants relative to the general construction contract and with all other trades. All approvals from all agencies having jurisdiction shall be in place and submitted to NYCHA with the 100% compliance submission.

The Final Contract Documents (“**Final Contract Documents**” or “**Bid**

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Documents”) shall be prepared in such a way as to enable prospective bidders to make accurate and reliable estimates of the quantities, quality and character of the several kinds of labor and materials required to complete the Project and to install all components therein in a first-class, workmanlike manner in order to accomplish the purposes and uses intended; including all required asbestos and lead abatement and removal to be performed by the CC. The Final Contract Documents shall include the Final Contract Drawings, Final Specifications and Final Construction Cost Estimate as described below. All Final Contract Drawings, revised where necessary to reflect NYCHA’s review comments, shall bear all required stamps of approval, including the seal and authorized facsimile of the signature of the A/E. The Final Contract Drawings shall meet with NYCHA’s written approval. All Final Specifications shall be submitted in clear, legible form, acceptable to NYCHA, typed on one side only on 8-1/2” x 11” white bond paper, properly collated and ready for photo-copying or other direct machine producing process. The A/E shall be responsible for the preparation of the specification and the coordination with all producers as to form and content. The Final Specifications shall be in the latest edition of the C.S.I. format. The AE shall submit the Final Construction Cost Estimate, itemized based upon final approved 100% Compliance Contract Documents. The Final Construction Cost Estimate shall be in the latest C.S.I. format for each prime Contractor. Include quantity, unit prices for labor and materials, according to Wicks Law. The A/E shall inform NYCHA, in writing, of any adjustments to the last approved estimate of the total construction cost of the Project. The A/E shall modify the design to comply with budget limitations.

- 3.7.2 The A/E shall provide and reconcile estimates;
- 3.7.3 The A/E shall provide Phasing Plan;
- 3.7.4 The A/E shall provide an estimated Construction duration;
- 3.7.5 The A/E shall make recommendations for packaging of Construction Contracts for approval and incorporation;
- 3.7.6 The A/E shall make recommendations for deduct alternates and options in the Construction Contracts as needed to resolve budget issues and, upon approval, incorporate same into bid packages in both the specifications and contract drawings; and
- 3.7.7 assist NYCHA and the CMA in preparing and administering an executive briefing of the proposed solutions, changes to the SOW, the Project budget, budget impacts, and alternatives and options for review and approval by NYCHA.

- 3.8 Filing and Agency Approvals – The A/E shall file and obtain approvals of all applications and plans from the DOB of all Contract Documents, as well as but not limited to, approvals from the Fire Department (“**FDNY**”), Department of Environmental Protection (“**DEP**”), Department of Transportation and all other agencies having jurisdiction, when applicable/required. The A/E shall immediately apply for all required agency approvals upon NYCHA’s approval of the Design Development or 90% Construction Documents, whichever is earlier. If there are any untimely delays in receiving any approvals, the A/E shall inform NYCHA in writing, citing the respective agency, the cause of delay and proposed remedy. The A/E shall submit to NYCHA satisfactory evidence of all required filing of applications with the DOB and all other agencies having jurisdiction. The A/E shall provide a listing in the design documents of the required controlled

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inspections and sign-offs as required by NYCHA. The A/E shall provide all expediting services to all agencies and obtain all sign-offs as required to comply with the Project schedule. The A/E shall submit to NYCHA copies of all controlled inspections reports, agency approvals and certificates of occupancy as required. All applications shall be sealed and signed by the licensed architect or engineer. The A/E shall submit to NYCHA two (2) sets of all DOB and other agencies approved plans/applications as hardcopy and on compact disks.

- 3.9 Expediting Services – File and obtain all approvals from regulatory agencies having jurisdiction, commissions, and utility companies including but not limited to:
- 3.9.1 provide timely processing and submittal of documents to all required governmental agencies such as, but not limited to, DEP, DOT, MTA, DEC, and FDNY;
 - 3.9.2 coordinate with special inspection companies for architects and engineers;
 - 3.9.3 assist NYCHA with removal of violations and closing applications;
 - 3.9.4 secure sign-off of open applications;
 - 3.9.5 obtaining Temporary and Final Certificate(s) of Occupancy, as required;
 - 3.9.6 assist with addressing non-compliance issues with governmental and regulatory agencies; and
 - 3.9.7 clear prior DOB and Environmental Control Board (“**ECB**”) violations that may have an impact upon a) DOB Permits and Approvals for Filing the project, and b) Closeout of the Project: Note: NYCHA will design and clear: a) Elevator Violations, and b) other minor Violations [i.e., that require only DOB’s “dismissal”]. The A/E shall only consider clearing violations that pertain to clearly defined in scope design activities. The violations covered by this section are expected to include, but are not limited to, the following types of violations:
 - 3.9.7.1 ECB Violations for Local Law 10 Elevators;
 - 3.9.7.2 ECB Violations for Boilers;
 - 3.9.7.3 ECB Violations for Local Law 11 Cycle 5 or 6 (either No Report Filed(NRF) or Failure to Maintain Exterior Wall);
 - 3.9.7.4 ECB Violations for Work without Permit;
 - 3.9.7.5 ECB Violations for use contrary to Certificate of Occupancy;
 - 3.9.7.6 DOB Violations for Local Law 11 NRF; and
 - 3.9.7.7 Open Applications for Alterations Type 2 under Directive 14.
- 3.10 Constructability Review – Attend Constructability Comment Review Meetings and address all comments from either NYCHA or the CMA. Comments may be issued after this duration; however NYCHA may hold the comments until after the Executive Briefing. The A/E must receive NYCHA’s written Notice to Proceed prior to proceeding to the next design submission package.

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- 3.11 **Construction Estimate** – The A/E shall perform all work required to develop Cost Estimates, including, but not limited to, performing take-offs, obtaining material and equipment cost data, consideration of access and operational constraints and local labor costs. The A/E shall develop all Cost Estimates on a contracted-out basis adjusted for work in the NYC public sector assuming multiple prime contracts, in compliance with the requirements of New York’s Wicks Law. Cost Estimates are to be developed for individual component repairs and/or replacements. Cost Estimates shall be all-inclusive (i.e., labor, materials, equipment, design, construction management, overhead and profit) and reflect the NYC Prevailing Wage Rates. Cost Estimates shall be provided for each Scope of Work Package. Cost Estimates shall indicate the probability of additional cost reflected to hazardous material abatement that may be incurred during the implementation of any recommended work. The A/E shall base cost estimates for asbestos related work on information provided by NYCHA and by observation of current conditions by Site visit(s). The A/E shall provide Cost Estimates in the latest edition of the Construction Standard Institute (C.S.I.) format and by Wicks Law breakdown (i.e., General, Mechanical, Plumbing, and Electrical prime contract work). The A/E shall work with the CMA and NYCHA and attend reconciliation meetings for each estimate. All Cost Estimates shall be submitted five work days after the submission of each Scope of Work Package’s design submission.
- 3.12 **Budget** – It shall be the A/E’s responsibility, with assistance from the CMA, to ensure that the Project design conforms to the approved budget during all phases of design. The Project budget will be established at the end of the Basis of Design Phase once the scope of work is finalized. If it appears that the construction cost limit may be exceeded, the A/E shall review areas where value engineering can be achieved, and submit recommendations for approval to keep the construction cost within budget. Design revisions to bring the Project to within 10% of the budget, at the end of all Phases, shall be carried out as a part of the Services as defined by the agreement. This information must be provided to NYCHA within five (5) business days of discovery. If the low bids of all qualified and responsible CCs are in excess of 110% of the Final Construction Cost Estimate, the A/E shall bring the total construction cost of the Project within the approved Final Construction Cost Estimate. At no additional cost to NYCHA, the A/E shall revise all or part of the Project that NYCHA, in conjunction with the A/E, may deem advisable.
- 3.13 **Value Engineering Services** – Attend and contribute to the CMA administered Value Engineering Sessions for each Design Package, and modify the Contract Documents accordingly. Value Engineering Services will occur for each Scope of Work Package following the Project estimate reconciliation of the Schematic Design Documents and Design Development Documents, or as required bringing the Project within budget.

4 Procurement Phase Services

Procurement Services – Consult with NYCHA regarding the procurement strategy, and make recommendations for the packaging of Construction Contracts. The A/E shall assist NYCHA in conducting bid walk-through and conferences with prospective bidders, responding to procurement Requests for Clarifications (“RFC”) by interpreting the Contract Documents and the preparation and distribution of addenda.

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5 Construction Phase Services

- 5.1 Commencement and Duration – The Construction Phase will commence with a NTP from NYCHA and will have a period of performance of 18 months.
- 5.2 General – Provide services during construction to ensure compliance of the approved Contract Documents with all applicable Federal, State and Local Laws, Code and Regulations having jurisdiction thereof.
- Construction Progress Meetings/Site Visits – Attend field meetings that include, but may not be limited to, the construction kick-off (Pre-Construction) meeting, weekly job site meeting, and all meetings relating to the design such as pre-activity meetings prior to beginning a new phase of work. Sub-Consultants/discipline leads, as required by ongoing relevant work, are also required to participate in the relevant portions of such meetings. The A/E shall visit the Site with Sub-Consultants/discipline leads, as required by ongoing relevant work to review the quality of work and observe whether the work is proceeding in accordance with the Contract Documents. The A/E shall prepare and distribute field reports within **three (3) work days** of the meeting.
- 5.3 Construction Document Clarifications – Interpret and clarify all drawings and specifications, estimates, tests, reports, and schedules. Prepare clarifications, supplementary drawings, and responses to RFIs, as required for the execution of the general construction contract and all mechanical contracts. Any change to the specifications or drawings shall be provided by the A/E in an Addendum. These documents shall be reviewed and issued by NYCHA. Any change to the Contract Documents, either NYCHA requested or a Contract Document clarification/change, shall be issued as a Bulletin (“**Bulletin**”).
- 5.4 Submittals – Review all shop drawings, material samples, catalogue cuts, literature and items exhibited in mock-ups for conformance with the Contract Documents. All submissions shall be stamped, “Approved”, “Disapproved”, “Approved As Noted”, or “Correct and Resubmit” and shall also be signed and dated by the reviewing Architect or Engineer. The submission approval stamp shall contain the language indicated on **Exhibit Q** (Submission Approval Stamp). The A/E shall return submissions with their comments, within **seven (7) work days** after receipt, to NYCHA for final approval.
- 5.5 Certificate of Occupancy – Prepare all required documents, including but not limited to, certificates, forms, applications, and sign-offs required to obtain a Certificate of Occupancy from the DOB and all other agencies having jurisdiction thereof.
- 5.6 CC Change Orders – NYCHA shall issue all change orders to construction contractors. NYCHA may, at its own discretion, request review by the A/E prior to the issuance of such change orders. In addition, while the CMA will prepare cost estimates for all changes, NYCHA requires that the A/E provide a second, independent cost estimate for changes in excess of \$250,000, or where the value of the change is greater than 10% of the total CC value.

6 Post-Construction Phase Services

- 6.1 Construction Contract Closeout – Conduct final inspections of the completed Project with the CMA and NYCHA. The A/E shall develop the punch list and conduct inspections to verify punch list completion.
- 6.2 Substantial Completion – Determine with the CMA when the Project and the CC’s Scope of Work is substantially complete per Contract Documents with consultation from the CMA

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and NYCHA. In consultation with the CMa and NYCHA, the A/E shall, prior to issuing a Certificate of Substantial Completion, prepare a list of incomplete Scope of Work which does not conform to the requirements of the Contract Documents. The A/E shall issue a Certificate of Substantial Completion to the CMa and NYCHA, and the CMa and NYCHA shall communicate, coordinate, inspect, and approve the incomplete work with a final inspection by the A/E. The incomplete work list shall be attached to the Certificate of Substantial Completion.

- 6.3 Final Completion – Determine when the Project and the CC’s Scope of Work is finally completed per the Contract Documents with consultation from the CMa and NYCHA. The A/E shall issue a Certificate of Final Completion to the CMa. The CMa shall provide to NYCHA a written recommendation regarding payment to the CCs with copy of the Certificate of Final Completion.
- 6.4 Conformed As-Built Drawings – Prepare and provide NYCHA with a set of Conformed As-Built Drawings (“**Conformed As-Built Drawings**”) showing changes in work made during construction. The As-Built Construction Drawings shall be based upon information to be supplied by the CC and NYCHA during construction and/or observed by the A/E during Site visits. At least one As-Built Site visit is required upon completion of construction to verify all changes. When required, the A/E shall submit revised as-built drawings to DOB or any other agency having jurisdiction thereof for review and approval.

7 Deliverables

- 7.1 General Statement – Deliverables shall include all documents indicated in this **Section II(7)**. All deliverables shall be submitted through the ePM system. The A/E shall submit **six (6)** hard copies of all documents and digitally on compact disk.
- 7.2 Schedule
- 7.3 Basis of Design – Provide Existing Conditions Report, Site Investigation, Optional evaluations, Executive Briefing and Meeting Minutes.
- 7.4 Design Phase – Provide: Schematic Design Documents with Outline Specifications, Design Development Documents with Specifications, 90% Completion of Contract Documents with Specifications, 100% Construction Documents with Specifications, Final Contract Documents with Final Specifications, Approved DOB and/or other Agency documents, Cost Estimates, and Meeting Minutes.
- 7.5 Procurement Phase – Provide: Addendums, revised Cost Estimates and Meeting Minutes.
- 7.6 Construction Phase – Provide: field inspection reports, bulletins, punch list and all other services required during construction.
- 7.7 Post Construction – Provide: field inspection reports, Sign-off letter(s) and Conformed As-Built Drawings.
- 7.8 Drawing Format – All drawings shall be submitted in DGN (Microstation) format Version 8. The A/E shall verify with NYCHA as to which version of Microstation. Each discipline’s master plans (i.e., floor plans, site plans, HVAC plans, etc.) shall be constructed within a single DGN file using the Office of Design “SEED” files and level structure for that respective discipline. All files shall be clearly and logically named and housed in a folder entitled: “Contract DGNS” as follows: A000_CoverSheet.dgn, A001_DemolitionPlan.dgn, A101_FirstFloorPlan.dgn, A201_RefldtdClnng.dgn, E001_ElecSitePlan.dgn, S110_ColumnGrid.dgn, etc. Refer to **Exhibit T**. Drawing names based on DOB’s “B-SCAN” Requirements. Electronic files shall reflect the same naming convention. All Reference (Ref) file data that is pertinent to the Active file shall be “Merged.” All and

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any custom or unusual fonts shall be included as part of an “.rsc” file and be on the CD-R. Additionally any changes in the leveling scheme shall be disclosed and submitted both as an “.lvl” and MS Word file. The A/E shall request from the Office of Design (via Project Administrator) a set of NYCHA’s “SEED” files and directory tree structure format for filing the aforementioned data.

- 7.9 **Specification Format** – Specifications Text shall be in the latest C.S.I. format. They shall be stored in a folder entitled “Contract Book/Specs” and submitted in Microsoft (.doc) Word (97 or above) and Adobe Acrobat (.PDF) (Acrobat PDF Writer driver required). Any other information including but not limited to digital photographs, reports, presentation drawings, cost estimates, correspondence files, raster files, and bulletins) that is not part of the Contract Documents shall be stored in a folder entitled “Misc.”

8 Additional Services

NYCHA may request the performance of related Additional Services (“**Additional Services**”) by the A/E throughout the Term of the awarded Agreement. The A/E shall promptly respond to additional request for services not contained in the contracted Scope of Services, which are not a cardinal change to the Scope of Services in the Agreement, and A/E shall provide a detailed proposed scope of services with personnel, equipment, costs, duration, multiplier, or as requested by NYCHA to complete the Scope of Services. The rates and associated costs cannot exceed those proposed in response to this RFP.

9 Allowances

- 9.1 The A/E shall propose a Reimbursable Allowance figure in their Fee Proposal, subject to NYCHA approval, per **Section IV(8)**. The allowance shall include, but not be limited to the following Reimbursable Expenses (“**Reimbursable Expenses**”):
- 9.1.1 Site investigation, topographical survey, geotechnical investigations, utility location, mark-out services and any other investigations required.
 - 9.1.2 Specialty consultant services such as acoustical, historical, etc.
 - 9.1.3 Travel and lodging. (All travel and lodging costs must comply with the Federal Travel Regulation (“**FTR**”) in effect on the date(s) the travel is performed, unless provided otherwise in the Agreement. All Travel Expenses shall be in an amount no greater than the maximum per diem rates prescribed by the applicable FTR Per Diem Bulletins, available on the Internet at www.gsa.gov/perdiem.)
 - 9.1.4 Shipping and courier services.
 - 9.1.5 Reproduction, reporting, and other documents.

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Table II – 1		
Design Milestones		
Milestone	Duration from NTP in Work Days	Other Durations
Design		
1. Draft CPM Design Schedule	5	
1.a Comments from NYCHA	3	
2. Final CPM Design Schedule	2	
3. Basis of Design Report	50	
3.a Review Comments from NYCHA	55	
4. Schematic Design Documents	80	
4.a NYCHA Review	90	
5. Design Development Documents (50%)	110	
5.a NYCHA Review	120	
6. Construction Documents (90%)	140	
6.a NYCHA Review	150	
7. Construction Documents (100%)	160	
7.a NYCHA Review	170	
8. Bid Set	180	
Procurement, Construction and Post Construction	TBD	
Other		
Bi- Weekly (every two weeks) Update		3 work days prior to each bi-weekly meeting

***** End of Section II *****

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SECTION III: PROPOSAL INFORMATION

1 General

The Proposer, by submitting its Proposal, acknowledges that it has reviewed this RFP and has become familiar with the general content of the Project, will abide by the terms as set forth in the “Sample Agreement”, understands the proposed Scope of Services as described herein, and understands all documents included in this RFP.

2 RFP Timetable

Item	Date	Time	Location
Release Date of this RFP	Tuesday, November 18, 2014.		
Proposers’ Site Walk-Thru	Friday, November 21, 2014	10:00AM	Ocean Bay (Bayside) Community Center 57-10 Beach Channel Drive Far Rockaway, NY 11692
Proposers’ Conference	Monday, November 24, 2014	2:00PM	NYCHA Offices 90 Church Street , 6th Floor , Ceremonial Room New York, NY 10007
Question Submission Deadline	Tuesday, November 25, 2014	2:00 PM	
NYCHA Releases Responses to Questions	Within 5 days		
Proposal Submittal Deadline	Wednesday, December 10, 2014	2:00 PM	
Anticipated Agreement Award	March 10, 2015		

Although Proposer attendance at the Proposers’ Conference is not required, it is strongly encouraged that all prospective Proposers attend the conference. NYCHA additionally recommends that prospective Proposers submit written questions to NYCHA’s RFP Coordinator via e-mail in advance of the Proposers’ Conference. Proposers will be permitted to ask questions at the Proposers’ Conference.

Any and all questions must be submitted in writing to NYCHA by the date and time listed in above table. Questions submitted must include the Proposer’s name as well as the name, title, address, telephone number, fax number and e-mail address of the individual to whom responses to the questions should be given. All responses will be posted on NYCHA’s Advanced Procurement System iSupplier.

Proposals must be received by NYCHA no later than the date and time listed in the above table (the “**Proposal Submission Deadline**”).

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3 Communications with NYCHA

- 3.1 From the Release Date until the award by NYCHA of the Agreement to the Selected Proposer, the only contact any of the Proposers may have with NYCHA regarding this RFP is with NYCHA's RFP Coordinator. Proposers should rely only on representations, statements or explanations contained in this RFP, in documents that NYCHA may provide to the Proposers, and in such formal written addenda to this RFP as may be issued by NYCHA prior to the Proposal Submission Deadline. Proposers must not rely on any material, whether written or oral, that the Proposer receives from any other source.
- 3.2 In the event a Proposer seeks an explanation regarding the meaning of any term or condition of this RFP, such request for an explanation must be requested of NYCHA's RFP Coordinator in writing or via e-mail by the due date specified in the RFP timetable. In the event NYCHA determines that it is necessary to respond to the inquiry, such response will be furnished to all firms that received a copy of this RFP as an addendum to the RFP.
- 3.3 It is the Proposer's responsibility to ensure that it has a complete and thorough understanding of all requirements, expressed or implied, regarding what NYCHA expects from the Proposer as set forth in this RFP, prior to submitting its Proposal. By submitting a Proposal, the Proposer covenants that it will not make any claims for, or have any rights to damages because of, any misinterpretation or misunderstanding of the Scope of Services as described in **Section II** to this RFP, or because of any other misinformation or lack of information regarding the contents of this RFP (including Exhibits).
- 3.4 NYCHA reserves the right to revise the RFP documents at any time up to the Proposal Submission Deadline. Any such revision(s) shall be described in addenda to the RFP that shall be provided to all firms receiving the RFP documents. If NYCHA determines that the addenda may require significant changes to the Scope of Services, the deadline for submitting Proposals may be postponed by the number of days that NYCHA determines, in its sole discretion, will allow the Proposers sufficient time to revise their Proposal.

4 Modifications; Negotiations

- 4.1 Proposer may submit a modified Proposal to replace any or all sections of a previously submitted Proposal up until the Proposal Submission Deadline. NYCHA personnel will not insert pages or otherwise modify the Proposer's Proposal. The Proposer has the full responsibility for ensuring that its final Proposal has been submitted in the desired form before the Proposal Submission Deadline. The front cover of a modified Proposal must identify the submission as a modified Proposal and include the date on which the modified Proposal is submitted. NYCHA reserves the right to issue addenda to correct, modify or supplement this RFP (including any part of an Exhibit or Attachment) or other requirements, terms or conditions hereof, prior to the Proposal Submission Deadline by sending written notification to each firm that received a copy of this RFP. NYCHA will advise such prospective Proposers regarding any corrections, modifications or supplementations NYCHA makes to this RFP. If, in NYCHA's sole judgment, additional time is required for Proposers to respond to any addenda issued, NYCHA may grant an extension of time to all Proposers. The Proposer must acknowledge in its Proposal with the Acknowledgement of Addenda Form, see **Exhibit O** of this RFP, what addendum they received.
- 4.2 NYCHA reserves the right to communicate with any of the Proposers, but NYCHA is not

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obligated to do so. NYCHA may discuss the Proposals of any Proposers concurrently or sequentially, as NYCHA may determine to be in its best interest. No Proposer has any rights against NYCHA arising from any such invitation to a discussion, or from any negotiations that may arise pursuant to the discussions.

- 4.3 Proposers must comply with all requests for information from NYCHA and, if requested by NYCHA, appear for discussions. If a Proposer fails to appear within the time period given (or within any time extension that NYCHA may grant), NYCHA may deem such failure to be an act of non-conformance with the requirements of this RFP, which will permit NYCHA to award the Agreement to another Proposer or to solicit new Proposals. In furtherance of and not in limitation of the foregoing, before any final award is made, a Proposer may be required to produce more detailed information concerning, among other things, the professional background of those persons who own and manage such Proposer; provide a report on the financial background of such Proposer; and/or provide information concerning the nature and status of any past, pending or threatened charges or actions (including lawsuits, criminal or disciplinary actions, administrative proceedings by any governmental or regulatory agency or bankruptcy action) against such Proposer or any of its partners, directors, officers, employees or shareholders, as the case may be.

5 Withdrawal Of Proposal

- 5.1 Prior to Proposal Submission Deadline - A Proposer may withdraw its Proposal from consideration at any time prior to the Proposal Submission Deadline by notifying NYCHA's RFP Coordinator in writing of its desire to withdraw the Proposal.
- 5.2 After Proposal Submission Deadline - Proposers may not withdraw their Proposals for a period of 180 calendar days following the Proposal Submission Deadline, unless written permission is granted by NYCHA's Bid Review Board pursuant to any applicable NYCHA Standard Procedures.

6 Postponement or Cancellation of this RFP; Rejection of Proposal

NYCHA reserves the right to postpone or cancel this RFP, to reject any and all Proposals, to solicit new Proposals and/or to not award an Agreement pursuant to this RFP if NYCHA shall deem it in its best interest to do so.

7 Cost Incurred by Proposers

NYCHA is not liable for any costs that a Proposer incurs in connection with preparing its Proposal, for any work performed in connection therewith, or for travel expenses related thereto (including, without limitation, expenses related to attending the Proposers' Conference or interviews with NYCHA in connection with the Proposal evaluation process). NYCHA's receipt of a Proposal from a Proposer in no way obligates NYCHA to that party.

8 Confidential Information

- 8.1 Certain information that NYCHA may furnish in connection with this RFP may be labeled as confidential and should be treated as proprietary information of NYCHA by each recipient of this RFP. By the Proposer's receipt of this RFP, the Proposer agrees not to (a) disclose any part or all of such confidential information furnished to the Proposer pursuant to this RFP to any party, including, without limitation, any law firm or any corporate or government office, except to the extent essential to the preparation of the Proposal, and to secure from any party to whom a disclosure is made under this provision, prior to any such disclosure, a confidentiality agreement in which the recipient agrees to keep confidential and

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to not disclose any such confidential information to any other party (a “**Confidentiality Agreement**”), (b) use such information for any purpose other than to prepare a response to this RFP. Any such Confidentiality Agreement must contain appropriate protective provisions in the event of any breach or unauthorized disclosure of information thereunder. Further, such Confidentiality Agreement must name NYCHA as an intended third-party beneficiary with the right to enforce all remedies in an event of any such breach or unauthorized disclosures.

- 8.2 In the event of any disclosure of any of the confidential information other than in accordance with the terms and conditions of this RFP, NYCHA, in addition to any other remedies it may have at law or equity, shall have the remedies set forth in subsections 3 and 4 of Section Q of the NYCHA General Terms and Conditions (**Exhibit L**).
- 8.3 Documents submitted to NYCHA may be subject to disclosure under the New York State Freedom of Information Law (“**FOIL**”), N.Y. Pub. Off. Law §§ 85-90. It is the Proposer’s responsibility to designate those portions of its Proposal, if any, the Proposer claims should be exempt from disclosure under FOIL. To the extent the law permits, NYCHA will use reasonable efforts to hold the designated portions of the Proposal in confidence.
- 8.4 A Proposer must clearly designate in its Proposal those portions of the Proposal, if any, that the Proposer believes are trade secrets or are maintained for the regulation of commercial enterprise that, if disclosed, would cause substantial injury to the competitive position of the Proposer.

9 Public Announcements

News releases or other public announcements relating to this RFP must not be made by any party receiving this RFP without the prior written approval of NYCHA.

10 NYCHA Discretion

NYCHA, in its sole discretion, may waive what it considers to be non-material non-conformance by a Proposer with the requirements of this RFP.

11 Sub-Consultants

Where the required Services cannot be provided by the Proposer’s in-house staff, the A/E shall engage, at their sole expense, all engineers, cost estimators, expeditors, surveyors, architects, landscape architects, experts and/or consultants (hereafter referred to as “**Sub-Consultants**”) as may be required for the proper performance of the Services, but none shall be engaged without prior written approval of NYCHA.

The A/E alone shall be responsible for the performance and accuracy of the work of all Sub-Consultants, including maintenance of schedules, coordination of their work, and resolution of all differences between them.

The A/E shall pay the Sub-Consultants fees commensurate with the professional services rendered. It is understood that Sub-Consultants shall be retained by the A/E, and that the A/E alone is responsible for the performance of the Sub-Consultant and their compensation for services provided. The A/E shall inform all Sub-Consultants of the terms and conditions of the Agreement relating either directly or indirectly to the services to be performed by the Sub-Consultant, and the A/E shall stipulate in each and every sub-contract with Sub-Consultants that all services strictly comply with the requirements of the Agreement, and the A/E shall furnish NYCHA with copies of all sub-contracts upon request. All Sub-Consultants and/or sub-contractors are subject to NYCHA’s contracting requirements, including those governed by any Equal Employment

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Opportunity statutes, regulations or NYCHA policies.

12 Network Security

NYCHA relies on its IT systems and infrastructure to meet its operational, financial, and informational obligations. Accordingly, NYCHA's IT systems, and the information and communications that are stored, processed, and presented on NYCHA systems, constitute vital NYCHA property that must be protected from misuse, and must be operated and maintained in a secure environment.

In connection therewith, in performing the Services, the A/E will be required to abide by and implement, as applicable, all of the requirements with respect to the protective provisions, non-disclosure requirements, and security measures pertaining to NYCHA's proprietary and confidential information (including, but not limited to, "PII" as defined in Section Q of the NYCHA General Terms and Conditions) that are described Section Q of the NYCHA General Terms and Conditions, as set forth in **Exhibit L** to this RFP.

Additionally, any other details and specifications for NYCHA's IT system and infrastructure, and the appropriate security procedures the A/E will follow in performing the Services, if applicable, will be made available to the A/E at the appropriate time during the ensuing engagement.

13 Minority, Women, and Small Business Enterprise ("M/W/SBE") Subcontracting Requirements

Proposers are referred to Sections R and II of the NYCHA General Terms and Conditions, as set forth in **Exhibit B** to this RFP for applicable provisions addressing M/W/SBE outreach.

14 Implementation Of "Section 3" HUD Mandate

14.1 The following, and **Exhibit D (Section 3 Clarifications)**, are provided to clarify **Exhibit C (Section 3 Hiring Plan)**, "Employment, Training and Contracting Opportunities for Low-Income Persons, Section 3 of the Housing and Urban Development Act of 1968."

14.2 Section 3 is a HUD mandate that employment and other economic opportunities generated by federal assistance to public housing authorities shall, to the greatest extent feasible, be directed to public housing residents and other low and very-low income persons of the community.

14.3 The A/E and its sub-contractors and Sub-Consultants may demonstrate compliance with Section 3 by committing to employ "**Section 3 Residents**" (public housing residents and other low and very-low income persons of the community) as 30% of the aggregate number of new hires for the work generated under the Agreement to be issued in connection with this RFP.

14.4 Section 3 employments also applies to the hiring of "**Section 3 Business Concerns**" as Sub-Consultants that provide economic opportunities to low and very-low income persons. "Section 3 Business Concerns" are businesses that:

14.4.1 are 51% or more owned by Section 3 Residents;

14.4.2 employ Section 3 Residents for at least 30% of their permanent, full-time workforce; or

14.4.3 subcontract at least 25% of the total dollar amount of all subcontracts to the above-mentioned businesses.

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- 14.5 NYCHA’s first priority for hiring under Section 3 is for residents of its Developments. Proposers are required to submit a Section 3 Hiring Plan (“**Hiring Plan**”) for NYCHA’s review and approval. The Hiring Plan requires the Proposer to:
 - 14.5.1 identify the number of positions by trade and skill level that will be targeted to be filled by Section 3 Residents; and
 - 14.5.2 make a good faith effort to utilize Section 3 Residents in filling vacant training and employment positions.
- 14.6 NYCHA’s Resident Employment Services Department (“**RES**”) will assist the AE to meet Section 3 requirements by referring qualified and eligible Section 3 Residents.
- 14.7 A completed Exhibit C. Section 3 Hiring Plan. This must be placed in a separately sealed envelope labeled on the outside with the Proposer’s name and heading, “**SECTION 3 HIRING PLAN.**”

15 Anti-Corruption Notice

All prospective Proposers should review the Anti-Corruption notice issued by the Office of the Inspector General for the New York City Housing Authority, a copy of which is attached hereto as Exhibit U and made a part of this RFP.

16 Proposal Submission Requirements

- 16.1 Each Proposer is required to submit one signed original and five copies of its Technical Proposal and five signed originals of its Fee Proposal (“**Fee Proposal**”). The originals must be clearly labeled as such. If there are any differences between the original and any of the copies, the material in the original will prevail.
- 16.2 Each original Proposal must be signed by a principal or officer of the Proposer who is duly authorized to commit the Proposer to fulfilling the Proposal. The copies may have original signatures or photocopies of the signatures. All Proposals and accompanying materials become the property of NYCHA and will not be returned to the Proposer. Further, NYCHA shall have the right to request any documents or instruments including, but not limited to, corporate resolutions, incumbency certificates, or other forms of verification for purposes of confirming that the signatory thereon is duly authorized to execute such Proposal on behalf of the Proposer, and the Proposer shall promptly furnish such documents or instruments to NYCHA if so requested.
- 16.3 The Proposer must include its complete return address on the outer envelope or wrapper enclosing any materials submitted in response to this RFP. Such outer envelope or wrapper should be sealed and addressed as follows:

FROM: Proposer’s Name	TO: New York City Housing Authority
Proposer’s Address	Supply Management Department
	Attn: Meddy Ghabaee
	RFP Coordinator
	90 Church Street, 6th
	New York, New York 10007

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Proposals may be mailed or hand delivered to NYCHA at the above address and must be **RECEIVED** by NYCHA no later than **2:00 p.m.** on the Proposal Submission Deadline date. Hand delivered Proposals will be accepted **ONLY** between the hours of **9:00 a.m. and 4:00 p.m.**, Mondays through Fridays, excluding holidays observed by NYCHA, which include New Year's Day, Martin Luther King, Jr., Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Election Day, Veterans Day, Thanksgiving Day and Christmas Day. NYCHA will **NOT** accept Proposals submitted electronically, such as via e-mail or fax.

- 16.4 NYCHA encourages Proposers to prepare and reproduce Proposals on recycled paper. Paper shall be deemed "recycled" if it contains a minimum content of 50 percent waste paper. Proposals meeting this threshold shall bear the legend on the bottom of the cover, "Printed (Reproduced) on Recycled Paper."

17 Proposal Content Requirements

17.1 Proposals Part I: Required Documents – Technical Proposal

The Proposer must demonstrate, to the satisfaction of NYCHA, that it has the skill and experience, as well as the necessary personnel and financial resources, to provide the Services in a satisfactory and timely manner. The following documents and information must be included in this part of the Proposer's Proposal, in the sequence indicated, and in clearly identifiable subsections, except for those items that must be placed in separately sealed envelopes as indicated. The Technical Proposal is restricted to 11 pages. Each section of the Technical Proposal is limited to the number of pages as indicated. The required Exhibits are not included in the pages restrictions.

17.1.1 A table of contents.

17.1.2 Firm Summary (one page): An introductory cover letter providing an overview of the services that the Proposer offers.

17.1.3 Corporate Structure (one page): Provide a brief description of no more than one page detailing the corporate structure of the Proposer as it relates to their Sub-Consultants. Indicate which of the officers of the Proposer (or any other affiliate or parent company) will have influence over the management of the Scope of Services. Indicate the chain of command and provide explanations of the organizational/corporate structure of the Proposer and/or Sub-Consultants down to the level of staff who will be working directly with NYCHA.

17.1.4 Understanding of the Project (two pages) – The Proposal shall include a narrative detailing the Proposer's understanding of the Project and the proposed Scope of Services; the Proposer shall be expected to discuss the Project with NYCHA. The Proposal shall include a detailed description of the Proposer's understanding of the complexity, challenges and problems involved in performing that work, their approaches and philosophy for dealing with problems, their experience dealing with key issues and any additional issues or matters relating to the Scope of Services which the Proposer believes should be addressed.

17.1.5 Proposed Technical Approach (two pages) – The Proposal shall include a description of the Proposer's management and organizational approach. This should include the proposed effort for completing the Scope of Services on schedule and the methods the Proposer would use to coordinate its Scope of

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Services with other Consultants and Sub-consultants whose work must interface or connect with Scope of Services performed by the Proposer.

- 17.1.6 Experience / Qualifications of the Firm (two pages) – If the Proposer is comprised of more than one firm, the firm shall list the major Sub-Consultants and describe the qualifications of each. At a minimum, the Proposal must include a list of the firm’s projects of similar magnitude, scope and complexity and it must demonstrate that the firm and its Sub-Consultants have experience managing construction in occupied buildings. The list of similar projects should indicate date of completion, construction cost, project construction manager, key staff and client reference.
- 17.1.7 Key Personnel and Staffing (one page, excluding resumes, which shall be included in the Appendix Section of the Technical Proposal) – The Proposal must include the proposed staff to be assigned to this Project along with a list of their relevant credentials and experience.
- 17.1.8 Sub-Consultants (one page) – In the event that the Proposer intends to engage a Sub-Consultant to provide a portion of the required Services, the Proposer must identify the proposed Sub-Consultant(s), the amounts and type of Services to be performed by the Sub-Consultant(s), and the Sub-Consultant’s relevant experience and qualifications. The experience of the Sub-Consultant will be considered in the evaluation of the Proposer’s compliance with the technical criteria set forth in this RFP. Proposers shall ensure that the Sub-consultant (a) has a record of business integrity, free of any significant legal penalties or judgments for the last five years, and (b) has a record of successful compliance with all applicable regulatory requirements.
- 17.1.9 Business references (one page): Five business references, a maximum of two can be from NYCHA, with contact information (i.e., company name, address, short description of the nature of reference, contact name and telephone number).
- 17.1.10 Proposal Attachment A: An organizational chart of Key Personnel and Sub-Consultants.
- 17.1.11 Proposal Attachment B - Legal Existence: Proof of the Proposer’s legal existence and identity (i.e., whether it is a corporation, not-for-profit corporation, partnership, sole proprietorship, or other form of organization). If the Proposer was not organized under the laws of the State of New York, proof that the Proposer is qualified to do business in New York. If the Proposer is conducting business under an assumed name, a copy of the certificate required to be filed pursuant to the General Business Law of the State of New York.

Joint ventures are prohibited as NYCHA seeks to engage only one prime entity and will not award the Agreement to a Proposer based upon a Proposal wherein one Proposer is “in association with” or in joint ventures with another firm. Proposals indicating a relationship between two or more firms will only be considered and evaluated if one of the entities is identified as the entity that will enter into the Agreement with NYCHA. All other entities identified as part of a Proposer’s team may only perform as a consultant to the prime entity under a separate contract between the two entities.

- 17.1.12 Proposal Attachment C – A Completed **Exhibit F** (Identification of Key Personnel and Sub-Consultants) to identify all “**Key Personnel**” and Sub-

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consultants to list the names and titles of Key Personnel required for the Agreement. All Key Personnel and Staffing proposed shall remain on the Project through the completion of the Project unless NYCHA approves via modification to the Agreement an acceptable substitution with exact licensing/certification credentials and similar education and experience. Utilize Part B of **Exhibit F** (Identification of Key Personnel and Sub-Consultants) to identify by name the Sub-consultants the Proposer intends to use for performing the Services

17.1.13 **Proposal Attachment D**: The Proposal shall include detailed résumés for all key personnel, both from the Proposer and the Sub-consultants and shall include, by position, a description of the work to be performed and the percentage of time that key personnel and other staff will be dedicated to the Project. Each resume shall be no more than one page. Key personnel identified in the Proposal will be expected to remain assigned to the Project for the Term of the Agreement. Requests for a change in key personnel assignments during the Term of the Agreement must be approved in advance by NYCHA. NYCHA may request a change in personnel at any point in the Project without justification. The Selected Proposer shall provide resumes for replacement personnel and provide replacement immediately.

17.1.14 **Proposal Attachment E**: The Proposer's **reviewed or audited** financial statements for its most recent two fiscal years, which must be placed in a separately sealed envelope, labeled on the outside with the Proposer's name and heading, "**FINANCIAL STATEMENTS.**" "Compiled" financial statements are prohibited. Evaluation of financial qualifications shall be based on the following criteria:

Current Ratio – A fundamental measure of the Proposer's liquidity. It indicates the extent to which current assets are available to satisfy current liabilities. It is represented by current assets over current liabilities. At a minimum, the current ratio should be 1 to 1, meaning that current assets are at least equal to current liabilities. A ratio lower than this minimum would mean that the Proposer does not have sufficient current assets to meet their current liabilities.

Debt to Equity – The debt to equity ratio is a measure of how the Proposer is leveraging their assets between debt and equity. It is represented by total liabilities over total net worth. The acceptable debt to equity ratio is 3 to 1, meaning that the debt should be no more than three times equity. A ratio higher than this would indicate a potential risk to current and future creditors in the event of future adverse operating results.

17.1.15 **Proposal Attachment F**: A completed Doing Business Data Form ("**DBDF**"), attached hereto as **Exhibit H**. Pursuant to Local Law 34 of 2007, amending New York City's ("**City**") Campaign Finance Law, the City is required to establish a computerized database containing the names of any "person" that has "business dealings with the city" as such terms are defined in the Local Law. In order for the City to obtain necessary information to establish the required database, Proposers responding to this RFP should complete one (1) DBDF and return it with their Proposal, and should do so in a separate envelope. If the City determines that a Proposer has failed to submit a DBDF or has submitted a DBDF that is not complete, the Proposer will be notified by NYCHA and will be given four (4)

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calendar days from receipt of notification to cure the specified deficiencies and return a completed DBDF to NYCHA. Failure to do so will result in a determination that the Proposal is non-responsive to this RFP. Receipt of notification is defined as the day notice is e-mailed or faxed (if the Proposer has provided an e-mail address or fax number), or no later than five (5) days from the date of mailing or upon delivery, if delivered. To assist Proposers in completing the DBDF, **Exhibit H** also includes the Questions and Answers about the Doing Business Data Form.

- 17.1.16 Proposal Attachment G: A completed **Exhibit I**, Statement of Understanding.
- 17.1.17 Proposal Attachment H: A completed and notarized **Exhibit J**, Non-Collusive Bidding Certification.
- 17.1.18 Proposal Attachment I: A completed **Exhibit N**, Bid/Proposal Face Sheet.
- 17.1.19 Proposal Attachment J: A completed **Exhibit E**, Confirmation of VENDEX Compliance, certifying that the Proposer has completed and submitted a VENDEX application to the Mayor's Office of Contract Services ("MOCS"). Information regarding VENDEX is available on the MOCS website accessible at: <http://www.nyc.gov/html/mocs/html/home/home.shtml>. The VENDEX application is intended to collect information from Proposers who seek to do business with NYCHA.

ALL PROPOSERS MUST HAVE A VENDEX APPLICATION COMPLETED AND SUBMITTED ON OR BEFORE THE PROPOSAL SUBMISSION DEADLINE TO BE CONSIDERED FOR THE AGREEMENT.

- 17.1.20 Proposal Attachment K: A completed **Exhibit O**, Acknowledgement of Addenda.
 - 17.1.21 Proposal Attachment L: A completed Contact Sheet, **Exhibit G**.
 - 17.1.22 Proposal Attachment M: Documentation that demonstrates the Proposer's ability to satisfy the "**Minimum Qualifications**" as defined in **Section V(1)** of this RFP.
 - 17.1.23 Proposal Attachment N: A summary of any non-financial resources the Proposer may require from NYCHA during the Term of the Agreement, if any.
 - 17.1.24 The Proposer may attach additional attachments (i.e. schedules, sketches, plans, etc.) as necessary and related to the project to support their Proposal. Brochures and additional company literature shall not be included.
 - 17.1.25 In a **separately sealed envelope**, labeled on the outside with the Proposer's name and heading "**SECTION 3 HIRING PLAN**" a completed **Exhibit C**, Section 3 Hiring Plan.
- 17.2 **Proposal Part II: Fee Proposal**
- 17.2.1 Completed **Exhibit A** (the "**Fee Proposal Sheet**").
 - 17.2.2 The Fee Proposal must be placed in separately sealed envelope labeled on the outside with the Proposer's name and heading, "**FEE PROPOSAL**."
 - 17.2.3 As NYCHA has a tax-exempt status, all fees/rates quoted must be net of all taxes.

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- 17.2.4 The Proposer shall propose a Lump Sum Fee Proposal to NYCHA that includes the full scope of professional services outlined in Section II.
- 17.2.5 Allowances – All Proposers shall include a reimbursable allowance.
- 17.2.6 The Fee Proposal shall remain in effect for **180-calendar days** from the date of the submission deadline.
- 17.2.7 In addition, the Proposer shall report what percentage of their fee, if any, is designated for MWSBE Sub-Consultants.

17.3 **Proposal Part III: Exceptions to the Terms of This RFP:**

The Proposer must clearly identify and explain in this part of its Proposal, under a heading entitled “Exceptions,” any exception that it may take to any of the terms and conditions of this RFP, including the NYCHA General Terms and Conditions. If the Proposer does not have any exceptions, the Proposer must affirmatively state as such.

18 **Agreement Award**

The Agreement resulting from this RFP, if any, shall be awarded to the highest-rated responsive and responsible firm providing the best overall value to NYCHA based on the evaluation factors as set forth in this RFP and the fee proposals. Nothing contained herein shall obligate NYCHA to award an Agreement. Any Agreement award is subject to compliance with all provisions of Federal, State and local laws and executive orders requiring affirmative action and equal employment opportunity. Prior to the award of any Agreement NYCHA may at its own discretion, interview the most qualified Proposer(s). The Agreement, which will be in the general format of the sample agreement attached hereto as **Exhibit H** (the “**Sample Agreement**”), will encompass (1) the terms and conditions of the Sample Agreement, subject to **Section V(4)** below, (2) this RFP and the exhibits hereto that are incorporated by reference into the Agreement (which, in all cases, will include (i) the NYCHA General Terms and Conditions as set forth in **Exhibit L** to this RFP, and (ii) excerpts from NYCHA’s January 28, 2014, “Sub recipient Agreement” with the City of New York as set forth in **Exhibit U** to this RFP, as each may be modified or amended, respectively, prior to Agreement award), and (3) the Selected Proposer’s Proposal and all subsequent modifications thereto.

Proposers are advised that the Agreement will be funded by Community Development Block Grant Disaster Relief funds (“**CDBG-DR Funds**”). As such, all applicable and required provisions set forth within the aforementioned Sub recipient Agreement shall apply to the A/E’s and A/E Sub Consultants’ performance of the Services. Such provisions are set forth in **Exhibit U** to this RFP. In the event of any conflict between **Exhibit U** and any other term of the Agreement, the term set forth in **Exhibit U** shall prevail. Proposers are further advised that the agreement will be posted on the NYC Recovery website (<http://www.nyc.gov/html/recovery/html/jobs/jobs.shtml>).

NYCHA, with respect to the Sample Agreement (**Exhibit H**), reserves the right, at its discretion, to correct, modify, or otherwise change any term or condition that is set forth therein, in any manner in which NYCHA deems appropriate, and at any time up until the Agreement is duly executed by each of NYCHA and the Selected Proposer (after such execution, the Agreement may only be amended or supplemented in accordance with its express terms and conditions).

19 **NYCHA Resources Drawings, Documents Available**

NYCHA’s office located at 90 Church Street, New York, N.Y. 10007 may provide access to the Proposers to drawings from NYCHA’s archive data files of computer drawings (“**QWEB**”),

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which illustrates existing site conditions at each location, to the extent that such records exist and are accessible. Access to this information will be provided to the Proposer and **is for informational purposes only.**

The Proposer may be provided assistance to access the NYCHA archive data files and may be allowed to make appropriate disk copies at no charge. Any and all software necessary to read and/or convert the data files is the sole responsibility of the Proposer. In addition, NYCHA may provide the Proposer with whatever access NYCHA deems necessary and appropriate to other relevant NYCHA records.

The Proposer will be responsible for the review of these documents, including but not limited to, an assessment of their relevance and accuracy.

The Proposer must indicate in its Proposal any resources that the Proposer believes it will need from NYCHA in order to implement the Agreement. For instance, the Proposer must indicate the scope as well as the type of resources and records that the Proposer will be requesting from NYCHA in order to implement its Agreement.

20 Frequently Asked Questions

In June 2011, NYCHA held a proposers' conference in connection with a separate procurement by NYCHA for architectural and engineering services. While these services were for design services, the Proposers may have similar questions under this Scope of Services. Attached hereto as **Exhibit K** (Frequently Asked Questions) are excerpts from questions and answers posed in relation to this earlier procurement that may be of assistance to Proposers in preparing a response to this RFP. In the event of a conflict between the text of this RFP and **Exhibit K**, the text of this RFP shall prevail.

****** End of Section III *****

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SECTION IV: PROVISIONS FOR PAYMENT

1 Terms And Conditions

The terms and conditions applicable to payment by NYCHA to the A/E in connection with the Agreement are set forth within this **Section IV** and the A/E’s Agreement with NYCHA. The fees described below will derive from the Lump Sum Fee Proposal submitted by the Proposer pursuant to this RFP. Information regarding the Lump Sum Fee Proposal to be submitted by the Proposer is set forth in **Section III** of this RFP.

2 Payment Schedule for Services

The A/E shall provide a Lump Sum Fee (the “**Lump Sum Fee**”) in their proposal (the “**Proposal**”) based on the Scope of Services described in **Section II** of the RFP. The Consultant’s base fee will be awarded on a Lump Sum basis. Payment for satisfactory completion of Services under this Payment Schedule shall be made based on NYCHA’s approved percent complete of the deliverables in each Phase. The A/E shall also be reimbursed directly for certain items falling within the requested allowances, as specified in **Section II(9)** (Allowances).

Monthly payments can be invoiced to reflect percent of phase completion Payment

Schedule:

Phase	Percentage of Fee
Basis of Design	20%
Schematic Design	20%
Construction/Bid Documents	30%
Procurement	5%
Construction	20%
Post Construction	5%

Payment Contingent on Satisfactory Progress:

NYCHA will endeavor to make payments for Scope of Services and Additional Services, if applicable, rendered by the A/E within approximately 30 calendar days after NYCHA’s approval of the A/E’s invoice, and on forms acceptable to NYCHA. Billing will be once per month or as requested by NYCHA, for Services rendered. All payments for the Services shall be contingent upon the satisfactory progress of the Services, and the Services itself being satisfactory to NYCHA. NYCHA will not pay tax in any form of any type nor, under any circumstances, will NYCHA pay any interest, late charge or penalty with respect to any payments under the Agreement.

3 Retainage and Final Payment

NYCHA shall retain five percent (5%) of the amount due out of each payment made to the AE under the Agreement. Such retainage shall be released by NYCHA upon: NYCHA’s receipt of the “General Release” (when applicable); and upon completion by the A/E of 100% of all the terms and conditions of the Agreement; which shall be included with the Final Payment (“**Final Payment**”) or paid as the Final Payment. The Final Payment of the Agreement will include the general release of all retainage from previous payments of the subject Agreement.

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4 Payment for Additional Services

For A/E's Additional Services, where requested by NYCHA, compensation shall be an agreed upon Not to Exceed Price based on the hourly rates (including the multiplier and full burden) and personnel delineated in **Exhibit F** to this RFP (Hourly Rate), which shall be payable pursuant to a Change Order to the Agreement and only after the Additional Services have been authorized in writing by NYCHA and completed by the A/E. If rates and personnel are not delineated in Exhibit F, then the agreed upon a Not to Exceed Fee shall be based on the following:

- 4.1 Principal's time at a fixed rate, not to exceed \$225.00 per hour; or
- 4.2 Technical employees (clerical excluded) at a multiplier not-to-exceed 2.5 times the employees' direct hourly wage (exclusive of any benefit add-ons).
- 4.3 NYCHA shall not pay fees for A/E personnel billing in excess of 40 hours per week unless NYCHA previously approved such work in writing or proposed in the A/E's Proposal and agreed to in the Agreement.

5 Form of Invoice

- 5.1 The A/E shall submit all bills in triplicate on forms acceptable to NYCHA, to the individual indicated in the Agreement, which shall be signed by a Principal of the A/E.
- 5.2 A/E invoices shall be itemized and include the Agreement number, NYCHA project ID Number and Project name. Billing shall be detailed according to the agreed upon payment schedule and shall clearly indicate: payment or Phase number; completed line items; and a brief description of the Services performed in connection with such invoice. Billing for sub-consultant services shall be itemized and referenced per the respective payment schedules and phases, when applicable.

6 Certification

- 6.1 The A/E shall certify that each invoice submitted for payment is an accurate statement of professional fees owed for the performed Services and work product described in such invoice, and that the Services billed for have actually been performed and/or delivered, pursuant to the terms of the Agreement with NYCHA.
- 6.2 Each and every invoice submitted for payment shall include the following statement, which shall be signed by a Principal of the A/E: *"I certify that this invoice is an accurate statement of professional fees owed for the services and work products described in this invoice, and that such services have actually been provided and/or such work products delivered, pursuant to the terms of the Agreement."*

7 Reimbursable Expenses Against Allowances

- 7.1 Reimbursable Expenses are not chargeable against the Lump Sum Fee; they shall be charged against the Allowance Fee when detailed back-up is provided.
- 7.2 The total Reimbursable Expenses shall not exceed 10% of the Lump Sum Fee, unless authorized by NYCHA in writing in a Change Order to the Agreement.
- 7.3 Reimbursable Expenses are those actual expenses incurred by the A/E, its associates, and technical personnel that are:
 - 7.3.1 Actual, necessary and reasonable expenses for travel, provided that prior written authorization for such travel is given by NYCHA (Note: Local travel within a 30 mile radius of the City of New York is excluded);

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- 7.3.2 Actual, necessary and reasonable reproduction costs of specifications, reports and other documents required to be submitted to NYCHA and other relevant agencies for review and approval;
- 7.3.3 Actual, necessary, and reasonable expenses for materials, tools, or equipment deemed necessary or required by NYCHA under emergent or special conditions (Note: “emergent” or “special” conditions, as used in the Agreement, mean a separate and distinct request for items required by NYCHA which are not obtainable within the time frame required by project conditions, if purchased through normal NYCHA channels); provided that prior written authorization for such expense is given by NYCHA;
- 7.3.4 Professional services for special inspections when requested or required. They shall include the use of professional engineers and testing laboratories to perform all tests and inspections required by regulatory agencies. All special inspection reports and certifications shall be submitted to regulatory agencies having jurisdiction with copies to NYCHA; and
- 7.3.5 If the testing is performed by the A/E as Additional Services and not as required by the base Scope of Services, costs associated with the implementation of additional testing, including Sub-consultant cost, shall be billed as a Reimbursable Expense. The A/E shall solicit a minimum of three (3) written Proposals on all testing. Such testing shall be reimbursed at cost to the A/E plus 10% for the A/E’s overhead costs.
- 7.4 NYCHA is exempt from paying sales and use taxes, and most governmental fees; therefore, most fees are waived for securing governmental approvals. The A/E must obtain NYCHA’s written approval before expending funds for fees to any governmental agencies.
- 7.5 No claim for compensation for materials, tools, or equipment under the provisions of item (7.3.3) immediately above shall be valid unless the A/E has submitted an estimate of the quantity and type of each of such item(s) involved, and has estimated a maximum time and cost factor which shall be agreed to in writing with NYCHA prior to the furnishing of such items. The A/E shall not incur costs in excess of such estimated maximum costs unless a revised higher amount has been approved by NYCHA. Request(s) for reimbursement shall be on separate invoice(s) from the base contract and must be accompanied by detailed specific charges paid by the A/E for each item including, but not limited to, appropriate back-up documentation, *i.e.*, paid bills, cancelled checks and receipts. The A/E’s invoices for reimbursements shall not include add-ons for the AE’s overhead and profit.
- 7.6 Any single Reimbursable Expense line item that is \$500.00 or cumulatively greater than \$1,000.00 shall be approved by NYCHA prior to the purchase.

***** End of Section IV *****

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SECTION V: CRITERIA FOR NYCHA EVALUATION OF PROPOSALS

1 Minimum Qualifications Requirements

NYCHA will consider only those Proposers that are able to meet the following Minimum Qualifications.

- 1.1 At least one (1) of the Proposer's principals who will be primarily responsible for the performance of the Services under the Agreement must be a licensed architect or professional engineer in the State of New York.
- 1.2 The Proposer must meet the financial criteria for liquidity and equity described in **Section III (17.1.14)** for "Financial Statements."
- 1.3 The Proposer must provide visual materials of past work relevant to this RFP.
- 1.4 The Proposer must have a minimum of five (5) years of experience previous to the RFP Release Date as an ongoing concern.
- 1.5 The Proposer has successfully completed designs for a minimum of two (2) projects for the City of New York or New York State agencies with a construction value greater than \$10 million.
- 1.6 The Proposer has successfully completed designs for a minimum of two (2) projects for the City of New York or New York State agencies requiring compliance with the Wicks Law.
- 1.7 The Proposer must provide a statement describing at least three (3) clients that the Proposer has successfully served by providing services similar to the Services described in this RFP. At least one (1) client, other than NYCHA, that is a City of New York or New York State agency is encouraged in the submission as a client reference. The description must present the objectives of the project, the methodologies used and the project outcomes.
- 1.8 The Proposer must have a record of business integrity, free of any significant legal penalties or judgments for the five (5) years prior to the RFP Release Date, and a record of successful compliance with all applicable regulatory requirements.

2 Evaluation Criteria

Proposals will be evaluated by a committee (the "**Evaluation Committee**"). Proposals will be evaluated in accordance with the evaluation process ("**Evaluation Process**") set forth below and by total points given to each Proposer in each of the below categories (the "**Technical Proposal Evaluation Criteria**"). The first figure in the parentheses listed for each category reflects the maximum number of points that will be awarded for that category.

2.1 Evaluation Process

- 2.1.1 The Proposer shall submit their Technical Proposal and Fee Proposal (**Exhibit A**) in separate envelopes. The Fee Proposal shall be submitted in a sealed envelope and labeled "Fee Proposal".
- 2.1.2 The Technical Proposals will be evaluated based upon the Technical Proposal Evaluation Criteria detailed in paragraphs 2.2.1 through 2.2.5 below.
- 2.1.3 If there is no clear cut Proposer, or if it is determined that it is necessary for other reasons, NYCHA will request interviews with two or more Proposers. Separate

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scoring will be done following the interviews. However, NYCHA reserves the right to make an award determination without conducting interviews.

- 2.1.4 When the scoring process is complete, the Fee Proposals will be reviewed, and the ranking of firms will be re-evaluated based on the Fee Proposals to select a Proposer providing the best overall value to NYCHA. NYCHA reserves the right to proceed to fee negotiations with the most highly technically qualified firm without conducting interviews to further discuss the technical proposals. However, if there is less than a two percent difference in technical scores between the top scoring Proposers, or if it is determined by NYCHA in its sole discretion that it is necessary or prudent for other reasons, NYCHA will request interviews with two or more Proposers prior to opening Fee Proposals. Technical scores for the interviewed Proposers will be reevaluated based on the Technical Proposal Evaluation Criteria following the interviews to determine if the scoring and ranking of the Proposers has changed.

2.2 Technical and Fee Scoring Method

NYCHA will evaluate the Proposals and any subsequent interviews, based upon the following categories:

ITEM	PAR.	SCORE TYPE	POINTS
A	2.2.1	Staffing Plan	25
B	2.2.2	Experience/References	25
C	2.2.3	Methodology	20
D	2.2.4	Design Quality Control & Assurance	20
E	2.2.5	Section 3 Hiring Plan	10
TOTAL POSSIBLE RATING			100

2.2.1 Staffing Plan (Points – 25)

- 2.2.1.1 The Proposer has addressed the requested items in this RFP.
- 2.2.1.2 Experience and capabilities of staff detailed in résumés as it would pertain to the Project.
- 2.2.1.3 Proposed personnel have previously been assigned to projects of comparable scope, magnitude, and complexity to those detailed in this RFP as it would pertain to the Project.
- 2.2.1.4 Proposed personnel have previously been assigned to New York City and New York State agency projects as it would pertain to the Project.
- 2.2.1.5 Proposed personnel have previously been assigned to projects in New York City as it pertains to their role on the Project.

2.2.2 Experience/References (Points – 25)

- 2.2.2.1 Firm’s demonstrated past experience on projects completed within the 10 years prior to the RFP Release Date in projects of a similar nature.
- 2.2.2.2 Firm’s demonstrated past experience on projects completed within the 10 years prior to the RFP Release Date in NYC or New York State, particularly projects where Wicks Law compliance was required.
- 2.2.2.3 Firm’s demonstrated past experience on projects completed for NYCHA

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or other Public Agencies.

2.2.3 Methodology (Points – 20)

2.2.3.1 Overall methodology demonstrates a complete understanding of the intent and the Scope of Services, as well as a clear and comprehensive approach to successfully managing the Agreement.

2.2.3.2 Demonstration of ability to successfully perform all required functions necessary to manage a project from inception through completion as it would pertain to the Project.

2.2.3.3 Demonstration of knowledge and experience to the investigation of existing conditions, recommendations for cost affective and quality solutions, delivery of design.

2.2.3.4 Demonstration of a record of successful interactions with labor relations organizations, elected officials and community and resident organizations as it would pertain to this program.

2.2.3.5 The clarity of the statement of work that describes the Proposer's understanding of the Project as described in this RFP.

2.2.3.6 The clarity and overall technical approach that the Proposer outlines the understanding of the Work and Scope of Services, including, but not limited to: complexities with performing the Services; approaches and philosophy for dealing with anticipated Project challenges; past similar experience dealing with key issues/ problems; and any additional issues or matters associated with this type of Project, which the Proposer believes should be addressed; and the ability to value engineer the design throughout the design process.

2.2.4 Design Quality Control & Assurance (Points – 20)

2.2.4.1 Demonstration of ability to successfully perform all required functions necessary to manage a project from inception through completion.

2.2.4.2 The methodology for quality control and assurance of Contract Documents that demonstrates a clear and sound approach to ensuring Contract Documents are submitted to a standard of care and the level generally accepted by the design industry.

2.2.4.3 Demonstration of the quality control program applied to previous project, detailing successes and lessoned learned that are proposed as an approach in this Proposal.

2.2.5 Section 3 Participation and Approach (Points – 10)

2.2.5.1 The submission of a Section 3 Hiring Plan is a requirement of this RFP.

2.2.5.2 Each Proposer is encouraged to evaluate current staffing needs and propose Section 3 Hires.

2.3 For clarification and validations purposes, the evaluation of Proposals may require presentations by the Proposer and/or telephone, e-mail and other correspondence by and between NYCHA and authorized Proposer representative(s).

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- 2.4 The integrity/“responsibility” of Proposers will also be evaluated as an Agreement will only be awarded to a “responsible” Proposer.

3 Exceptions to this RFP

Submission of a Proposal signifies that the Proposer is aware of, and agrees to, all of the terms and conditions of this RFP, including those incorporated by reference, except to the extent that any specific written exception to those terms and conditions is stated in the Proposal, pursuant to **Section III(17.3)** above. The evaluation of a Proposal may be negatively affected by any exception taken by the Proposer to any part of this RFP, or by the failure of the Proposer to furnish all information required by this RFP. NYCHA reserves the right, in its sole discretion, to refuse to consider any exception that is not so identified in the Proposer’s Proposal.

4 Award of Agreement

- 4.1 Upon completion of the evaluation of Proposals, NYCHA will engage in preliminary negotiations with the highest-ranked Proposer. NYCHA reserves the right to request that the Proposer revise their proposed pricing through the submission of Best and Final Offers prior to potential Agreement award.
- 4.2 Before expiration of the 180-calendar day period referred to in **Section III(4.2)** above, NYCHA will advise the Selected Proposer that they have been selected as the prospective A/E. Agreement award shall be subject to the timely completion of Agreement negotiations by and between NYCHA and the Selected Proposer.
- 4.3 Within 10 calendar days after the prospective A/E receives notification of its selection, it must procure insurance meeting all the requirements of the NYCHA General Terms and Conditions, set forth in **Exhibit L** hereto, and must provide proof of such insurance to NYCHA.
- 4.4 The prospective A/E must execute its Agreement with NYCHA within a reasonable time period, not to exceed 20 business days, following NYCHA’s notification to the prospective A/E that it has been selected. If the prospective A/E does not enter into the Agreement within such time period, NYCHA may disqualify such prospective A/E and select another Proposer for the award of the Agreement.
- 4.5 Selection of the A/E is subject to review and rejection by NYCHA’s Department of Equal Opportunity.
- 4.6 NYCHA specifically reserves the right to award the Agreement to a Proposer other than the Proposer presenting the lowest price.
- 4.7 The AE must at all times have in effect any required insurance policies, certifications, licenses and permits necessary to perform the Services required under the Agreement. Failure to do so shall be deemed a breach of the Agreement.
- 4.8 NYCHA, in its sole discretion, may contract for all or selected parts of the Proposer’s Proposed Scope of Services selecting from the Scope of Services sought hereunder, without affecting the itemized pricing.

***** End of Section V *****



10/29/2014

Request for Proposal

Sandy Resiliency & Renewal Program at Ocean Bay (Bayside), Queens

EXHIBIT A - FEE PROPOSAL SHEET

For the provision of Professional Consulting Design Services for Resiliency & Renewal at Ocean Bay (Bayside), Queens.

Prime Consultant's Fee Proposal [includes all SubConsultants' Fees and expenses as per base A/E Contract]

[Indicate Proposer Name]:

#	Phase	% of Fee	Lump Sum Fee [Enter in words and dollar amounts]
BASE SCOPE			
1	Basics of Design	20%	\$ _____ Dollars and _____ Cents
2	Schematic Design	20%	\$ _____ Dollars and _____ Cents
3	Construction/Bid Documents	30%	\$ _____ Dollars and _____ Cents
4	Procurement	5%	\$ _____ Dollars and _____ Cents
5	Construction	20%	\$ _____ Dollars and _____ Cents
6	Post Construction	5%	\$ _____ Dollars and _____ Cents
	SUBTOTAL		\$ _____ Dollars and _____ Cents
ALLOWANCES (Not to Exceed 10% of the Lump Sum Fee included in the Base Scope)			
7	Allowances		\$ _____ Dollars and _____ Cents
	TOTAL (lines 1-7)		\$ _____ Dollars and _____ Cents
OPTIONAL EVALUATION			
	Optional Evaluation		\$ _____ Dollars and _____ Cents
<p>Note: The optional evaluation referenced in Section II 2.2 of the Scope of Services will be released at NYCHA's discretion and the fee is separate and apart from the Base Scope.</p>			

NEW YORK CITY HOUSING AUTHORITY

Request for Proposals for Architectural and Engineering Services for

Sandy Resiliency & Renewal Program @ Ocean Bay (Bayside), Queens October 29, 2014

EXHIBIT B: SAMPLE AGREEMENT

**AGREEMENT
BY AND BETWEEN
NEW YORK CITY HOUSING AUTHORITY
AND
[]
FOR
(CDBG-DR) ARCHITECTURAL AND ENGINEERING SERVICES
IN CONNECTION WITH SANDY RESILIENCY & RENEWAL PROGRAM
@ OCEAN BAY (BAYSIDE), QUEENS**

CONTRACT # []

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EXHIBITS

- Exhibit A:** NYCHA’s RFP
- Exhibit B:** Consultant’s Proposal

THIS AGREEMENT (the “**Agreement**”), dated as of the ____ day of _____, 20__ (the “**Effective Date**”), is entered into by and between the NEW YORK CITY HOUSING AUTHORITY (“**NYCHA**”), a public benefit corporation organized and existing under the laws of the State of New York, having its principal offices at 250 Broadway, New York, New York 10007, and [_____] (the “**Consultant**” or the “**A/E**”), a [_____] organized and existing under the laws of the State of [_____] , transacting business in the State of New York, having its principal offices at [_____] (each, a “**Party**” and collectively, the “**Parties**”).

RECITALS

WHEREAS, NYCHA is the largest public housing authority in North America with 334 developments, approximately 403,120 authorized residents, and 11,605 employees; and

WHEREAS, NYCHA owns and operates Ocean Bay (Bayside) (the “**Development**” or the “**Site**”), and seeks to undertake various capital improvements (the “**Capital Improvements**”) thereat in connection with various damages incurred due to Superstorm Sandy (the “**Project**”); and

WHEREAS, NYCHA has entered into a separate agreement (the “**NYCHA-CMa Agreement**”) with a construction management firm (the “**CMa**”) to provide NYCHA with various construction management services in connection with NYCHA undertaking and completing the Capital Improvements at the Site; and

WHEREAS, NYCHA shall enter into one or more construction contracts (“**Construction Contracts**”) with NYCHA retained construction contractors (the “**Construction Contractors**” or the “**CC’s**”) for the construction of the Project; and

WHEREAS, the Construction Contractors shall undertake and complete the Capital Improvements, which shall consist of furnishing all labor, materials, tools, equipment, supplies, services, supervision, and perform all operations as required by the Construction Contracts; and

WHEREAS, NYCHA, in furtherance of undertaking and completing the Capital Improvements at the Development, issued a Request for Proposals on [_____] (the “**RFP**”), to retain an architecture/engineering firm to provide NYCHA with, among other things, various professional pre-design, design, procurement, construction and post-construction phase services (collectively, the “**Services**”); and

WHEREAS, the Consultant submitted a proposal to NYCHA on or about in response to the RFP (the “**Proposal**”), and represented therein that it possesses the necessary knowledge, skill and experience to perform the work and Services described in the RFP; and

WHEREAS, NYCHA seeks to retain the Consultant on the terms and conditions set forth herein to perform the Services and the Consultant has agreed to accept such engagement based upon such terms and conditions;

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the Parties agree as follows:

ARTICLE 1 ENTIRE AGREEMENT; MODIFICATION; PRECEDENCE

1.1 Each Party acknowledges that this Agreement and the documents attached and/or incorporated by reference into this Agreement constitute the entire agreement between the Parties, which supersedes and merges all prior proposals, understandings, and all other agreements, oral or written, between the Parties relating to this Agreement, and any modification, amendment, or supplement to this Agreement is not valid or enforceable against either Party unless it is in writing and signed by an authorized representative of each Party.

1.2 The RFP, a copy of which is attached hereto as **Exhibit 1**, as well as all addenda thereto (if any), is incorporated herein as if fully set forth herein.

1.3 The Consultant's fee proposal ("**Fee Proposal**"), which is part of the Consultant's Proposal, is attached hereto as **Exhibit 2** for the convenience of the Parties, and is incorporated herein as if fully set forth herein.

1.4 The Consultant's Proposal, a copy of which both Parties acknowledge as being in their possession, is incorporated herein by reference as if fully set forth herein.

1.5 This Agreement shall also incorporate all notices to proceed ("**Notices to Proceed**" or "**NTP**") that may be issued hereunder.

1.6 In the event of any conflict in language between the Articles of this Agreement, the exhibits hereto, and the Consultant's Proposal, the following shall be the order of precedence, provided, however, that applicable provisions of NYCHA's "Subrecipient Agreement" with the City of New York, a copy of which is attached to the RFP as **Exhibit U**, shall prevail in the event of a conflict with the following:

- 1.6.1 the Articles of this Agreement; then
- 1.6.2 the applicable NTP; then
- 1.6.3 the RFP (excluding **Exhibit B** thereto, which is superseded by this executed Agreement); then
- 1.6.4 the Fee Proposal (**Exhibit 2** hereto); and then
- 1.6.5 the Proposal (excluding the Fee Proposal submitted therewith, which is superseded by **Exhibit 2** hereto).

1.6 The Recitals set forth above are hereby incorporated into and made part of this Agreement by reference.

ARTICLE 2 TERM; SURVIVAL

2.1 This Agreement will commence as of the Effective Date and will remain in effect (the “**Term**”) until either (a) such time that the underlying Capital Improvements at the Development are complete, as confirmed by NYCHA in writing, or (b) such time that this Agreement is earlier terminated pursuant to the terms hereof.

2.2 Any rights, obligations and remedies of either Party arising out of or in connection with any event or condition that occurs during the Term of this Agreement shall survive any expiration or termination of this Agreement. Without limiting the foregoing and ARTICLE 24.2 of this Agreement, the following provisions of the NYCHA General Terms and Conditions, which are attached to the RFP as **Exhibit L** (the “**NYCHA General Terms and Conditions**”), shall specifically survive the expiration or any termination of this Agreement:

- 2.2.1 Section K (INDEMNIFICATION);
- 2.2.2 Section L (DEFENSE AND SETTLEMENT OF MATTERS TO WHICH INDEMNITY APPLY);
- 2.2.3 Section N (RIGHT TO AUDIT; MAINTENANCE OF BOOKS AND RECORDS);
- 2.2.4 Section O (OWNERSHIP OF WORK);
- 2.2.5 Section P (PROMOTIONAL LITERATURE);
- 2.2.6 Section Q (CONFIDENTIALITY);
- 2.2.7 Section Z (NEW YORK LAW);
- 2.2.8 Section AA (LIMITATION OF ACTIONS; WAIVER OF TRIAL BY JURY); and
- 2.2.9 Section BB (LIMITATION OF NYCHA’S LIABILITY).

ARTICLE 3 SCOPE OF SERVICES

3.1 The Consultant shall perform the Services set forth within the RFP subject to the issuance of NTPs that may be issued by NYCHA to the Consultant during the Term. All Services shall be rendered by the Consultant in accordance with the terms and conditions of this Agreement.

3.2 **Time and Extensions**: All NTPs issued to the Consultant by NYCHA will set forth the time period for the Consultant’s performance of the Services referenced therein. Any Services performed by the Consultant beyond the time period for performance set forth within

the applicable NTP shall be at the Consultant's sole risk, cost and expense unless (a) the Consultant, as a condition precedent to obtaining an extension of time, submits to NYCHA, in writing, the information set forth within ARTICLE 3.3.1 below, and (b) the Parties memorialize, in a Change Order signed by duly authorized representatives of each Party, the items set forth in ARTICLE 3.2.2 below.

3.2.1 As a condition precedent to obtaining an extension of time to perform the Services referenced within a particular NTP, the Consultant shall first submit to NYCHA for review a written explanation and analysis of the reasons for the delay that necessitates the request for a time extension (along with such other information/documentation as NYCHA may request), which shall include, but not be limited to:

3.2.1.1 an explanation of the cause(s) for each project delay cited;

3.2.1.2 separate determinations of responsibility for each project delay cited;

3.2.1.3 an itemization of the duration of each specific delay, with start and end dates identified and cross-referenced to supporting documentation, which shall be provided to NYCHA;

3.2.1.4 the duration of the requested time extension; and

3.2.1.5 the Consultant's total cost (with breakdown) for staffing, field expenses and any other costs to be billed by the Consultant for the extended period.

3.2.2 All Change Orders extending the Consultant's time to perform the Services referenced within a given NTP shall set forth, at a minimum:

3.2.2.1 the duration of the time extension for the Consultant's performance of the applicable Services (including start and end dates); and

3.2.2.2 the rates at which the Consultant will be compensated for performing Services during such extended period, including a not-to-exceed fee, with all such rates being in accordance with the rates set forth within the Proposal (**Exhibit 2**).

3.3 All NTPs that may be issued by NYCHA to the Consultant hereunder shall be subject to the terms and conditions of this Agreement, and the Consultant shall perform to completion all Services set forth within **Exhibit B** hereto.

3.4 The Consultant shall not perform any Services under this Agreement unless and until NYCHA issues one or more NTP to the Consultant authorizing performance of such Services, in whole or in part, in accordance with Section II of the RFP.

3.5 The Consultant acknowledges and understands that NYCHA has no obligation to issue NTP to the Consultant for the performance of Services in connection with the phases identified in Section I(7) of the RFP.

ARTICLE 4 FEES AND PAYMENTS; PAYMENT POLICY

4.1 The Consultant shall perform all Services for an amount not-to-exceed \$[] (the “Maximum Fee”), and in accordance with the compensation schedule set forth within Exhibit B hereto. In no event will NYCHA pay the Consultant more than the Maximum Fee in connection with performing Services under this Agreement.

4.2 NYCHA will compensate the Consultant for all Services performed in accordance with the terms and conditions of this Agreement.

4.3 The Consultant must maintain complete and accurate accounting records, in a form acceptable to NYCHA and in accordance with generally accepted accounting principles, to substantiate the Consultant’s invoices (the “Invoices”). Such records must include, but shall not be limited to, payroll records, attendance cards and job summaries.

4.4 All Invoices must be submitted by the Consultant to NYCHA in accordance with this Agreement and are subject to approval by NYCHA. In order to receive its compensation under this Agreement, the Consultant must submit its Invoices seeking payment, along with such additional documentation as NYCHA may reasonably request, to:

New York City Housing Authority
Accounts Payable Division
Church Street Station
P.O. Box 3636
New York, New York 10008

with a copy to:

New York City Housing Authority
Capital Projects Division, [] Program Unit
90 Church Street
New York, New York 10007
Attn: [], Project Administrator

4.5 NYCHA shall endeavor to pay the Consultant within 30 calendar days following NYCHA’s approval of Invoices, but NYCHA’s failure to pay any such Invoices within 30 calendar days shall not constitute a breach of this Agreement, and shall not entitle the Consultant to interest or penalties.

4.6 Sales to NYCHA are exempt from the payment of New York State and New York City sales and use taxes. NYCHA shall not pay tax in any form or of any type, nor shall NYCHA pay any interest, late charge or penalty under any circumstances.

ARTICLE 5 CONSULTANT AS AN INDEPENDENT CONTRACTOR

5.1 In performing the Services, the Consultant and its Subconsultants, are independent contractors, without the power to act as agent for or otherwise bind NYCHA. Each Party is solely responsible for payment of all compensation owed to its own personnel (and the Consultant will be solely responsible for the payment of the amounts owed by the Consultant to its Subconsultants), as well as employment-related and other similar taxes incurred by it.

ARTICLE 6 WORK WEEK

6.1 For Services performed pursuant to this Agreement, the normal work week shall be five days, seven working hours per day (exclusive of lunch hours, Saturdays and Sundays and holidays observed by NYCHA). NYCHA-observed holidays are New Year's Day, Martin Luther King, Jr., Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Election Day, Veterans Day, Thanksgiving Day and Christmas Day (the "NYCHA Holidays"). Any hours worked by a professional in excess of seven hours in any one day, or any hours worked by a professional on Saturdays or Sundays or NYCHA Holidays, shall be at no additional cost to NYCHA, unless specifically authorized in advance by NYCHA in writing.

ARTICLE 7 LABOR REQUIREMENTS

7.1 Pursuant to Section 152 of the Public Housing Law, all architects, draftsmen and technicians performing work or Services in connection with this Agreement, whether or not working on the site of the project, shall be paid no less than the wages or fees prevailing in New York City.

ARTICLE 8 IDENTIFICATION, SUBSTITUTION AND REPLACEMENT OF PRINCIPALS AND PROFESSIONAL LEVEL EMPLOYEES

8.1 The Consultant will identify in writing its principals and professional level employees (the "Specified Individuals") who will perform the Services, for NYCHA's approval, and the Consultant will not substitute or replace any of the approved Specified Individuals without the prior written approval of NYCHA.

8.2 Prior to diverting or substituting any of the Specified Individuals, the Consultant will notify NYCHA reasonably in advance and will submit proposed substitutions, in sufficient detail, to permit evaluation by NYCHA of the proposed substitution, including the qualifications of the person to be substituted and the proposed hourly compensation rate of such person(s). No diversion or substitution of such identified personnel will be made by the Consultant without the prior written consent of NYCHA.

ARTICLE 9 FORCE MAJEURE

9.1 For purposes of this Agreement, “**Force Majeure**” means an unforeseeable event beyond the control of, and not caused by the fault or negligence of, the affected Party, including, but not limited to: acts of God, acts of civil or military authority, acts of public enemies, war, terrorism, insurrection, governmental action, fires, floods, explosions, epidemics, earthquakes, quarantine restrictions, strikes or other work stoppages, or loss or interruption of electrical power or other public utility.

9.2 If an event of Force Majeure results in a Party’s being unable to perform in full or in part its obligations under this Agreement, then that Party shall be excused from whatever performance is affected by the Force Majeure event to the extent so affected and to the extent the affected Party used its best efforts, consistent with prudent practices, to perform its obligations under this Agreement and to mitigate the losses to itself and to the other Party arising from the event of Force Majeure.

ARTICLE 10 INSURANCE

10.1 The Consultant shall obtain and maintain all insurances as set forth within Section J of the NYCHA General Terms and Conditions.

**ARTICLE 11 NYCHA RESOURCES; EXISTING DRAWINGS AND
DOCUMENTS**

11.1 NYCHA shall provide access for the Consultant to drawings from NYCHA’s archive data files of computer drawings (“**QWEB**”), which may or may not reflect existing conditions at each Development, to the extent that such records exist and are accessible. Access to this information will be provided to the Consultant and/or its Subconsultants and **is for general informational purposes only, subject to actual on-site confirmation of field conditions and verification of measurements by the Consultant and/or its Subconsultants.**

11.2 NYCHA will assist the Consultant in accessing the QWEB system. NYCHA will allow the Consultant to make appropriate disk copies of the archive data files contained within the QWEB system at no charge. It is the Consultant’s responsibility to obtain any/all software necessary to read and convert the archive data files.

11.3 NYCHA shall provide the Consultant with access to other relevant NYCHA records as NYCHA may deem necessary and appropriate.

11.4 The Consultant will be responsible for the review of all documents and materials referenced in this Article as well as the assessment of their relevance and accuracy.

ARTICLE 12 ASSESSING FIELD CONDITIONS

12.1 The Consultant will be responsible for the timely verification at the Development(s) of all existing field/site conditions and dimensions relevant to the Services, or otherwise relevant to performing the Services. NYCHA shall hold the Consultant liable for all losses, damages, or change order claims resulting from any errors, omissions or negligent acts on the part of the Consultant in accurately assessing and taking account of actual field/site conditions and dimensions in performing Services under this Agreement.

ARTICLE 13 ACCESS TO NYCHA DEVELOPMENTS

13.1 Upon receipt of adequate advance notification from the Consultant, NYCHA shall make arrangements for a NYCHA employee to provide access to both occupied and unoccupied areas of the buildings and/or NYCHA grounds that comprise the area of work at the Development.

ARTICLE 14 CONTRACT DOCUMENTS

14.1 All designs, drawings and papers prepared by the Consultant and Subconsultant(s) (if any) under this Agreement (the “**Contract Documents**”) shall comply with all applicable federal, state and local laws, codes, ordinances, rules and regulations, as modified by any waivers that the Consultant or Subconsultant(s) may obtain from the appropriate jurisdictions.

14.2 The Contract Documents shall be prepared by the Consultant and Subconsultant(s) (if any) in accordance with the highest standard of industry practice prevailing in the City of New York and with sufficient construction detail shown to enable prospective bidders (the “**Contractors**”) to make accurate and reliable estimates of the quantities, quality and character of labor and materials required to construct and complete the work and to install the equipment therein in a first-class workmanlike manner.

14.3 The Consultant and Subconsultant(s) (if any) shall use its (their) best efforts to guard against errors and omissions in the performance of its (their) Services under this Agreement and will carefully prepare the Contract Documents. The Consultant acknowledges that NYCHA shall be relying on the accuracy and completeness of the Consultant’s and Subconsultant’s professional services and knowledge of the Site conditions, proper choice of materials and equipment, and practicality of design for bidding, construction and maintenance purposes. The Consultant shall be held liable for any legal noncompliance and/or claims that arise from inaccuracies in, or omissions from, the Contract Documents. The Consultant shall not, however, be responsible for the Construction Contractors’ means and methods of construction or for the Construction Contractors’ maintenance of Site safety.

ARTICLE 15 SUBCONSULTANTS

15.1 In furtherance of, and not in limitation to, Section R of the NYCHA General Terms and Conditions:

- 15.1.1 When any or all of the Services cannot be provided by the Consultant's in-house staff, the Consultant shall engage, at the Consultant's sole expense, all, for example, Engineers, Cost Estimators, Expeditors, Surveyors, Architects, Landscape Architects, Experts and/or Consultants (collectively, the "**Subconsultant(s)**") as may be required for the proper performance and completion of the Services.
- 15.1.2 When issuing solicitations for Subconsultants, the Consultant shall take affirmative steps to include minority- and women-owned business enterprises.
- 15.1.3 The Consultant must seek and obtain NYCHA's written approval prior to hiring or engaging any Subconsultant to perform any portion of the Services. The Consultant shall furnish NYCHA with copies of all sub-contracts with Subconsultants for approval.
- 15.1.4 No substitutions of the Subconsultants approved by NYCHA may be made without the prior written approval of NYCHA.
- 15.1.5 The Consultant must comply, and the Consultant must cause its Subconsultants to comply, with all applicable federal, state and local laws, codes, ordinances, rules, and regulations, as modified by any waivers that the Consultant and its Subconsultants may obtain from the appropriate jurisdictions.
- 15.1.6 The Consultant shall inform all Subconsultants of the terms and conditions of this Agreement relating either directly or indirectly to the services to be performed by the Subconsultant, and the Consultant shall stipulate in each and every sub-contract with Subconsultants that all services and work performed by the Subconsultant strictly comply with the requirements of this Agreement, including, but not limited to, Section J of the NYCHA General Terms and Conditions regarding insurance procurement.
- 15.1.7 The Consultant must cause all applicable provisions of this Agreement to be inserted in all of its subcontracts.
- 15.1.8 The Consultant shall be solely responsible for the cost of any Subconsultant retained and the Consultant shall pay the Subconsultant fees commensurate with the professional services rendered by the Subconsultant.

15.1.9 The Consultant shall be solely responsible for the performance and accuracy of the work of all Subconsultants, including maintenance of schedules, coordination of Subconsultants' work and resolution of all differences between Subconsultants retained.

ARTICLE 16 NYCHA POLICIES; REPLACEMENT OF PERSONNEL

16.1 The Consultant's performance of all Services must be coordinated with appropriate NYCHA personnel and the Consultant, when performing the Services, shall at all times be subject to any applicable NYCHA parameters, guidelines, working rules, security standards, and work related policies in effect from time to time (collectively, the "NYCHA Policies").

16.2 NYCHA reserves the right, at its discretion, to request the immediate removal and replacement of any person assigned to perform any of the Services under this Agreement, and if NYCHA makes such a request, a replacement must be made no later than three calendar days after written notice is received from NYCHA of such request. The recipient of this request must submit such information regarding the experience and qualifications of the person(s) it proposes to substitute as may be required by NYCHA, and any substitution, whether or not made at NYCHA's request, is subject to the prior written consent of NYCHA.

ARTICLE 17 COORDINATION WITH NYCHA; CONTACT PERSON

17.1 The scope of the Consultant's work effort pursuant to this Agreement must be coordinated with appropriate NYCHA personnel, who will be designated by NYCHA, and shall at all times be subject to the parameters and guidelines established by NYCHA from time to time.

17.2 The Consultant shall designate a project leader, subject to NYCHA's written approval, who shall be available at all times required for the Services and efforts provided for herein (the "Consultant's Contact"), and who shall not be removed or replaced without the prior written consent of NYCHA.

ARTICLE 18 SECURITY; ACCESS

18.1 The Consultant shall cause the employees working for it to observe all NYCHA security standards and procedures, as well as all applicable working rules and work-related policies of NYCHA.

18.2 NYCHA agrees to provide access for the Consultant and its employees to the Sites where the Services are to be performed; provided, however, that the Services are performed in a manner so as to minimize any disruption to NYCHA's normal business operations.

ARTICLE 19 GENERAL WARRANTIES

19.1 The Consultant shall perform all Services under this Agreement in accordance with the highest level of care prevailing in the City of New York for architects and engineers performing similar services at the time that the Services are performed.

19.2 The Consultant shall perform all Services in accordance with the terms and conditions of this Agreement.

19.3 The Consultant agrees that the professional(s) it assigns to perform the Services under this Agreement shall have the proper skill, training and background so as to be able to perform the Services in a competent and professional manner.

19.4 All warranties, representations and covenants are cumulative, and no warranty, representation or covenant is in limitation of any other representation, warranty, or covenant in this Agreement.

ARTICLE 20 MATERIALS PREPARED BY THE CONSULTANT

20.1 In furtherance of, and not in limitation to, Section O of the NYCHA General Terms and Conditions, and unless otherwise agreed to in writing by NYCHA:

20.1.1 All drawings, specifications, studies and other materials prepared under this Agreement by the Consultant will be the property of NYCHA and at the expiration or earlier termination of this Agreement will be promptly delivered to NYCHA. The Consultant will have no claim for further employment or additional compensation as a result of the exercise by NYCHA of its full rights of ownership.

20.1.2 All materials, including, but not limited to, programs, documentation, reports, manuals, visual aids, and any other materials prepared for NYCHA by the Consultant under this Agreement (the "**Work Product**") shall be deemed to be a work made for hire and made in the course of the Services rendered hereunder and shall belong exclusively to NYCHA, with NYCHA having the right to obtain and to hold in its own name copyrights, registrations or such other protection as may be appropriate to the subject matter, and any extensions and renewals thereof. The Consultant agrees to give NYCHA and any person designated by NYCHA reasonable assistance, at NYCHA's expense, required to perfect the rights defined in this ARTICLE 20. Unless otherwise agreed to by the Parties, the Consultant shall immediately, upon the expiration or earlier termination of this Agreement, turn over to NYCHA all materials developed pursuant to this Agreement, including, but not limited to, the Contract Documents, working papers, narrative descriptions, reports and data.

ARTICLE 21 KNOWLEDGE OF AGREEMENT; CONTINUOUS SERVICE

21.1 The Consultant must ensure that the Consultant's Contact will be familiar with all phases and details of this Agreement and that the Consultant's Contact shall be available for consultation with NYCHA until the completion of the Capital Improvements resulting from the Consultant's Services under this Agreement.

ARTICLE 22 NYCHA'S FINAL DECISION

22.1 NYCHA's decisions will be final and binding upon the Consultant as to all matters arising in connection with or relating to this Agreement. NYCHA will determine the amount, quality, acceptability and fitness of the Services being provided hereunder and shall determine all matters relative to the fulfillment of this Agreement by the Consultant.

22.2 Acceptance by NYCHA of any Contract Documents or other materials prepared by the Consultant and/or the Consultant's Subconsultants under this Agreement will not relieve the Consultant of its liability and responsibility for the Services.

ARTICLE 23 WARRANTY RELATING TO ENVIRONMENTAL INVESTIGATIONS

23.1 The Consultant agrees that all of the Services that it performs, or that it may cause its Subconsultants to perform, under this Agreement, shall be performed in a manner consistent with applicable environmental, safety and health laws and regulations. The Consultant shall carefully perform all Services and will supervise its Subconsultants relating to their careful performance of the Services with respect to the environment or the identification of a hazardous environmental condition.

ARTICLE 24 WARRANTY AGAINST NON-COMPETITION

24.1 The Consultant represents and warrants that to its best knowledge and belief each of its employees or Subconsultants assigned to perform any of the Services pursuant to this Agreement is not in breach of any covenant or obligation not to compete with any former employer. In the event any such employee or subconsultant has a covenant or obligation not to compete with a former employer, such employee or subconsultant must be informed by the Consultant that he or she must obtain a release from such former employer before performing any of the Services.

24.2 The Consultant agrees to indemnify and hold harmless NYCHA, its Members, officers, employees and agents from and against every damage, expense, fee, and cost, including, without limitation, all reasonable sums charged to associated litigation, including reasonable attorneys' fees, which may be incurred by NYCHA in any action by a third party against NYCHA or against anyone assigned by the Consultant to perform Services for NYCHA hereunder for breach by an employee or subconsultant of any non-competition clause or covenant or obligation not to compete in any agreement entered into by the employee or

subconsultant and any former employer where the Consultant knew or should have known of such clause or covenant or obligation not to compete.

ARTICLE 25 ATTENDANCE AT MEETINGS

25.1 The Consultant must attend, and must cause its Subconsultants to attend, all meetings as deemed necessary by NYCHA, and at such times as may be directed by NYCHA.

ARTICLE 26 COMMUNICATIONS WITH NYCHA

26.1 If the Consultant is unable to obtain information from NYCHA that is needed to perform any aspect of the Services, the Consultant must communicate the need for such information to NYCHA in writing.

26.2 The representative of NYCHA to whom any report, Invoice, or other written communication is to be given under this Agreement regarding the day-to-day performance of the Services is: [_____] , Project Administrator, or his/her designee (“**NYCHA’s Representative**”). NYCHA’s Representative is also the person authorized to provide any approvals of deliverables or otherwise as may be required under the terms of this Agreement.

ARTICLE 27 NOTICES

27.1 All notices and correspondence to the parties hereunder shall be delivered by hand or sent by registered or certified mail or by FedEx, Airborne Express, Express Mail or other overnight delivery service that provides a receipt to the sender. Receipt of a notice by the Party to whom the notice is transmitted shall be deemed to have occurred: (a) upon receipt, if hand delivered; (b) three days from the date of mailing, if mailed; or (c) the next business day after transmittal by FedEx, Airborne Express, Express Mail or other overnight delivery service that provides a receipt to the sender.

27.2 All notices and correspondence to the Consultant shall be delivered to the following address and addressee or to such other address(es) or addressee(s) as the Consultant may notify NYCHA of from time to time:

[_____]
[_____]
[_____]
Attn: [_____]
[_____]

27.3 All notices and correspondence to NYCHA shall be delivered to the following addresses and addressees or to such other addresses or addressees as NYCHA may notify the Consultant of from time to time:

New York City Housing Authority
Capital Projects Division
90 Church Street, [] floor
New York, New York 10007
Attn: []
Program Director, [] Program Unit

with a copy to:

New York City Housing Authority
Law Department
250 Broadway, 9th Floor
New York, New York 10007
Attn: Assistant General Counsel for Corporate Affairs

ARTICLE 28 ASSISTANCE TO NYCHA

28.1 If any claim by a third party is made or any action is brought against NYCHA relating to this Agreement, the Consultant must provide, and must cause its Subconsultants and/or subcontractors to provide, NYCHA with all assistance that may be requested by NYCHA in defense of such claim or action.

ARTICLE 29 EXTRA WORK CLAIMS

29.1 If the Consultant claims that any instructions of NYCHA, by drawings or otherwise, involve extra work entailing extra cost, or claims compensation for any damages sustained by reason of any act or omission of NYCHA, or of any other persons, or for any other reason whatsoever, the Consultant shall, within 20 calendar days after such claim shall have arisen, file with NYCHA written notice of the claim for such extra cost or damages, stating in such notice the nature and amount of the extra cost or damages sustained and the basis of the claim against NYCHA. If NYCHA shall deem it necessary for proper decision, upon any notice filed hereunder, to require additional data, depositions or verified statements, the Consultant must furnish the same within 20 calendar days after written demand therefor upon him/her.

29.2 The filing by Consultant of a notice of such claim and the compliance by the Consultant with the demand, if any, for additional data, depositions or verified statements, both within the time limited herein, shall be a condition precedent to the settlement of any claim or to the Consultant's right to resort to any proceeding or action to recover thereon, and failure to do so shall be deemed to be a conclusive and binding determination on the Consultant's part that he/she has no claim against NYCHA for compensation for extra work or for compensation for damages, as the cause may be, and shall be deemed a waiver by the Consultant of all claims for additional compensation or for damages.

29.3 NYCHA shall have the right at any time that a claim is made or a lawsuit is brought by the Consultant on any account to audit the books and records of the Consultant with respect to all matters relating to the subject matter of the claim or lawsuit.

ARTICLE 30 SEVERABILITY

30.1 If any provision of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions are in no way affected or impaired and the remaining provisions remain in full force and effect, and the invalid, illegal or unenforceable provision will be replaced by a mutually acceptable provision which, being valid, legal and enforceable, comes closest to the intention of the Parties underlying the invalid, illegal or unenforceable provision.

ARTICLE 31 NO WAIVER ; NO ESTOPPEL

31.1 The failure of either Party to exercise in any respect any right provided for herein shall not be deemed a waiver of any right hereunder.

31.2 Neither NYCHA nor any department, officer, agent or employee thereof, shall be bound, precluded or estopped by any determination, decision, approval, order or payment made or issued by NYCHA to the Consultant under this Agreement from:

31.2.1 showing that any determination, decision, approval, order or payment made or issued by NYCHA was untrue, incorrect or improperly made in any particular manner, or that the Services were not in fact performed in conformance to the requirements of this Agreement; and

31.2.2 demanding and recovering from the Consultant any overpayments made to it, or such damages as NYCHA may sustain by reason of the Consultant's failure to perform each and every part of this Agreement in strict accordance with its terms, or both.

ARTICLE 32 HEADINGS

32.1 The descriptive headings used in this Agreement are for purposes of convenience only and do not constitute a part of this Agreement.

ARTICLE 33 AUTHORITY OF SIGNATORY

33.1 Each of the Parties hereto represents and warrants to the other that the person or persons executing this Agreement on behalf of such Party has the full right, power and authority to enter into and execute this Agreement on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Agreement.

ARTICLE 34 COUNTERPARTS

34.1 This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same Agreement. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a “.pdf” format data file, such signature shall create a valid and binding obligation of the Party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or “.pdf” signature page were an original thereof.

IN WITNESS WHEREOF, the Parties, with intent to be legally bound as of the Effective Date, have caused this Agreement to be executed by their respective duly authorized officers as set forth below.

NEW YORK CITY HOUSING AUTHORITY

By: _____
Name: _____
Title: _____
Date Signed (MM/DD/YEAR): ____/____/201__

[_____]

By: _____
Name: _____
Title: _____
Date Signed (MM/DD/YEAR): ____/____/201__

EXHIBIT 1

REQUEST FOR PROPOSALS

[TO BE INSERTED PRE-AGREEMENT AWARD]

EXHIBIT 2

FEE PROPOSAL

[TO BE INSERTED PRE-AGREEMENT AWARD]

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EXHIBIT C: SECTION 3 HIRING PLAN

(Must be placed with Separate Sealed Envelope marked "SECTION 3 HIRING PLAN")

The Proposer should refer to Section C of the NYCHA General Terms and Conditions and Part 135 of Title 24 of the Code of Federal Regulations (the "CFR") for an explanation of the Proposer's Section 3 obligations that will be enforced as part of an awarded Agreement.

A. Section 3 Plan: The name of the individual authorized by Proposer to serve as the *Section 3 Plan Officer* is: _____.

B. Section 3 Residents: To the greatest extent feasible, the proposer must meet numerical goals for providing training and employment opportunities to Section 3 Residents as defined in **Exhibit D, Section A(1)**, attached hereto. The Proposer must provide preference in hiring and training to Section 3 Residents in the order of priority listed in **Exhibit D, Section A (2)**. Outline your current and anticipated workforce needs below. Attach additional sheets if necessary.

Workforce Analysis and Projection:

SKILLED WORKERS

JOB DESCRIPTION	# OF CURRENT SKILLED WORKERS			# OF MAXIMUM PROJECTED SKILLED WORKERS (New Hires)		
	Total	Cat 1&2	Cat 3&4	Total	Cat 1&2	Cat 3&4

UNSKILLED WORKERS

JOB DESCRIPTION	# OF CURRENT UNSKILLED WORKERS			# OF MAXIMUM PROJECTED UNSKILLED WORKERS (*New Hires)		
	Total	Cat 1&2	Cat 3&4	Total	Cat 1&2	Cat 3 &4

*New Hire shall mean a person who is not on the Proposer's payroll for employment at the time of Agreement award.

What actions will the Proposer take to recruit Skilled Workers and Unskilled Workers?

Which Resident Associations/Organizations will you contact?

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In which newspapers, magazines, journals or other periodicals will you advertise job openings?

In which locations will you hang recruitment posters?

Which labor unions, representatives of workers with which proposer has a collective bargaining agreement and apprentice programs will you contact?

Will you contact NYCHA’s Department of Resident Employment Services for a list of interested Category 1 and Category 2 residents?

Will you use NYCHA’s existing employment readiness programs and job placement assistance programs?

How else will you recruit Section 3 Residents?

C. Section 3 Business Concerns: (1) The Proposer certifies that it meets the definition of a Section 3 Business Concern as defined in **Exhibit D, Section B (1)**, attached hereto, and satisfies one (1) of the categories of Section 3 Business Concerns as defined in **Exhibit D, Section B (2)**, (check the appropriate box of the category that describes proposer’s business):

- Category 1 Business; Category 2 Business; Category 3 Business;
- Category 4 Business; or the proposer is not a Section 3 Business Concern

D. To the greatest extent feasible, the proposer must meet numerical goals for awarding subcontracts to Section 3 Business Concerns. A statement explaining the Proposer’s commitment to Section 3 must be sent to each sub-contractor and/or sub-consultant engaged under the Agreement. Outline your anticipated sub-contractor and/or sub-consultant needs in performing the Agreement below. Attach additional sheets if necessary.

Projected Number of Sub-contractors and/or Sub-consultants

Type of Work Subcontracted or Sub-consulted	\$ Value of Subcontracts

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Projected Number of Subcontracts to be Awarded to Section 3 Business Concerns

Type of Work Subcontracted or Sub-consulted	\$ Value of Subcontracts

Section 3 Business Concern Summary

a. Projected \$ value of sub-contractor s	
b. Projected \$ value of Section 3 sub-contractor s	
c. % of Section 3 sub-contractor s (b/a) X 100	

What actions will your company take to publicize opportunities for sub-contractor s and/or sub-consultants?

◆ Which Residents Associations/Organizations will you contact?

◆ In which newspapers, magazines, journals or other periodicals will you advertise?

◆ Which Business Associations will you contact?

◆ In which locations will you hang recruitment posters?

◆ How else will you identify sub-contractor s and/or sub-consultants?

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Certification of Section 3 Compliance

The Proposer hereby certifies by signing below, that it will comply with the Section 3 regulations as set forth in the NYCHA General Terms and Conditions and the CFR. The Proposer's Section 3 Plan Officer agrees to meet with any NYCHA residents submitted by NYCHA to Proposer for employment consideration and to provide documentation and reports required by NYCHA to confirm compliance with Section 3 requirements. Failure to make best efforts to comply with this hiring plan and Section 3 requirements may be deemed a breach of the Agreement and may result in sanctions, termination of the Agreement, or debarment or suspension from future contracts/agreements.

Signature of Partner or Corporate Officer

Date

Printed Name

Title

Firm

EIN #

Address

Telephone Number

Fax Number

NOTE: Proposer shall not leave any blanks

***** End of Exhibit C *****

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EXHIBIT D: SECTION 3 CLARIFICATIONS

A. Section 3 Residents

1. Definition of “Section 3 Residents”:

- a. A resident; or
- b. An individual who resides in the metropolitan area or non-metropolitan county in which the Section 3 Covered Assistance is expended and who is:
 - (i) A “Low-Income Person,” as this term is defined in section 3(b) (2) of the 1937 Act (42 U.S.C. 1437a (b) (2)) Section 3(b)(2) of the 1937 Act defines this term to mean families (including single persons) whose incomes do not exceed 80 per centum of the median income for the area, as determined by the Secretary of HUD (with adjustments in the income ceilings by the Secretary of HUD from time to time); or
 - (ii) A “Very-Low Income Person,” as this term is defined in section 3(b) (2) of the 1937 Act (42 U.S.C. 1437a (b) (2)), which defines this term to mean families (including single persons) whose incomes do not exceed 50 per centum of the median family income for the area, as determined by HUD (with adjustments by the Secretary of HUD in the income ceilings from time to time).

2. Order of Priority for Section 3 Residents:

- a. **Category 1 Residents** – shall mean Section 3 Residents of the housing development or developments for which the Section 3 covered assistance is being expended in the performance of the work under the contract;
- b. **Category 2 Residents** – shall mean Section 3 Residents of other Authority housing developments;
- c. **Category 3 Residents** – shall mean participants in HUD Youthbuild Programs being carried out in the metropolitan statistical area in which the Section 3 Covered Assistance is being expended; and
- d. **Category 4 Residents** – shall mean other low-income and very-low income persons who are not Residents of public housing, but who reside in the metropolitan area or non-metropolitan county in which Section 3 Covered Assistance is being expended.

B. Section 3 Business Concerns

1. Definition of “Section 3 Business Concern”

Section 3 Business Concern shall mean a business concern that meets either one of the following descriptions:

- a. that is 51% or more owned by Section 3 Residents; or
- b. whose permanent, full-time employees include persons, at least 30% of whom are currently Section 3 Residents, or who, within three years of the date of first employment with the business concern, were Section 3 Residents; or

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- c. That provides evidence of a commitment to subcontract in excess of 25% of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications set forth in paragraphs (a) and (b) in this definition of “Section 3 Business Concern.”

2. **Categories of Section 3 Business Concerns:**

- a. **Category 1 Business** – shall mean business concerns that are 51% or more owned by residents of the housing development or developments for which the Section 3 Covered Assistance is expended, or whose full-time, permanent workforce includes at least 30% of these persons as employees;
- b. **Category 2 Business** – shall mean business concerns that are 51% or more owned by residents of other housing developments or developments managed by the public housing authority that is expending the Section 3 Covered Assistance, or whose full-time, permanent workforce includes at least 30% of these persons as employees;
- c. **Category 3 Business** – shall mean HUD Youthbuild programs being carried out in the metropolitan area (or non-metropolitan county) in which the Section 3 Covered Assistance is expended; and
- d. **Category 4 Business** – shall mean business concerns that are 51% or more owned by Section 3 Residents, or whose permanent, full-time workforce includes at least 30% of Section 3 Residents, or that subcontract in excess of 25% of the total amount of subcontracts to business concerns identified as Category 1 Business or Category 2 Business.

***** End of Exhibit D *****

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EXHIBIT E: CONFIRMATION OF VENDEX COMPLIANCE

The Proposer shall submit this Confirmation of VENDEX Compliance

Name of Proposer: _____

Proposer's Address: _____

Proposer's Telephone Number: _____

Proposer's Fax Number: _____

Date of Proposal Submission: _____

Proposer's Employer Identification Number, Social Security Number, or Tax Identification Number:

VENDEX Compliance: To demonstrate compliance with VENDEX requirements, the Proposer shall complete either Section (1) or Section (2) below, whichever applies.

- (1) **Submission of Questionnaires to MOCS:** By signing in the space provided below, the Proposer certifies that as of the date specified below, the Proposer has submitted completed VENDEX Questionnaires to the Mayor's Office of Contract Services, Attn: VENDEX, 253 Broadway, 9th Floor, New York, New York 10007.

Date of Submission: _____

By: _____

(Signature of Partner or Corporate Officer)

Print Name: _____

- (2) **Submission of Certification of No Change to NYCHA:** By signing in the space provided below, the Proposer certifies that it has read the instructions in a "Vendor's Guide to VENDEX" and that such instructions do not require the Proposer to submit VENDEX Questionnaires. Instead, the Proposer has completed **TWO ORIGINALS** of the Certification of No Change. The Proposer has submitted one copy to the Mayor's Office of Contract Services and one to NYCHA as an attachment to this submission.

By: _____

(Signature of Partner or Corporate Officer)

Print Name: _____

***** End of Exhibit E *****

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EXHIBIT F: IDENTIFICATION OF KEY PERSONNEL & SUB-CONSULTANTS/HOURLY RATES

A) Identification of Key Personnel

As set forth in **Section III(17.1.12)** of the RFP, identify the individuals who will perform the required Services for the titles of Key Personnel set forth below and provide information demonstrating their qualifications. After selection of the A/E, the Proposal information provided by the Proposer on this form will be included in the A/E's Agreement. All lead proposed personnel shall remain on the Project through the completion of the Project unless NYCHA approves via modification to the Agreement an acceptable substitution with exact licensing/certification credentials and similar education and experience.

Architectural Personnel

Title	Name	Number of Years' Experience	Professional License or Certification #
Principal	_____	_____	_____
Project Architect	_____	_____	_____
Project Manager	_____	_____	_____

Engineering Personnel

Title	Name	Number of Years' Experience	Professional License or Certification #
Principal	_____	_____	_____
Project Engineer	_____	_____	_____
Project Manager	_____	_____	_____
Senior Structural Designer	_____	_____	_____
Senior Electrical Designer	_____	_____	_____
Senior Plumber Designer	_____	_____	_____
Senior HVAC Designer	_____	_____	_____
Senior Civil Designer	_____	_____	_____
Senior Environmental Designer	_____	_____	_____

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B) Identification of Sub-Consultants

As set forth in **Section III (17.1.8)** of the RFP, the Proposer must identify by name the specific Sub-consultant(s) the Proposer intends to use to perform the required Services. Specifically, identify the Sub-consultants for the services set forth below. If for any of the areas set forth below, the Proposer intends to perform services with its own employees, so indicate by inserting the words "In House."

Structural Design: _____

Electrical Design: _____

Mechanical Design: _____

Plumbing Design: _____

Civil Design: _____

Environmental Design: _____

Senior Expediter: _____

Expediter: _____

Senior Surveyor: _____

Surveyor: _____

Senior Estimator: _____

Estimator: _____

Senior Specification Writer: _____

Specification Writer: _____

Historical Preservation Specialist: _____

Statistician: _____

Data/IT Manager: _____

Quality Assurance Manager: _____

Schedulers: _____

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Title	(a) Hourly Actual Rate	(b) Multiplier	(a) x (b) Total Amount
<u>Architectural Design</u>			
Principal (Partner or Officer)	\$ _____		
Senior Architect (Chief Architect)	\$ _____	X _____	= \$ _____
Project Manager (Job Captain)	\$ _____	X _____	= \$ _____
Senior Architectural Designer	\$ _____	X _____	= \$ _____
Junior Architectural Designer	\$ _____	X _____	= \$ _____
Senior Landscape Architect	\$ _____	X _____	= \$ _____
Junior Landscape Architect	\$ _____	X _____	= \$ _____
CADD Operator (Draftsperson)	\$ _____	X _____	= \$ _____
CADD Operator (Draftsperson)	\$ _____	X _____	= \$ _____
Office Assistant	\$ _____	X _____	= \$ _____

NOTE: Proposer shall not leave any blanks

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Title	(a) Hourly Actual Rate	(b) Multiplier	(a) x (b) Total Amount
<u>Engineering Design</u>			
Principal (Partner or Officer)	\$ _____		
Senior Engineer (Chief Engineer)	\$ _____	X _____	= \$ _____
Project Engineer	\$ _____	X _____	= \$ _____
Project Manager (Squad Leader)	\$ _____	X _____	= \$ _____
Project Manager (MEP)	\$ _____	X _____	= \$ _____
Senior Designer Engineer	\$ _____	X _____	= \$ _____
Senior Structural Designer	\$ _____	X _____	= \$ _____
Senior Plumbing Designer	\$ _____	X _____	= \$ _____
Senior HVAC Designer	\$ _____	X _____	= \$ _____
Senior Environmental Designer	\$ _____	X _____	= \$ _____
Senior Civil Designer	\$ _____	X _____	= \$ _____
Engineer Designer	\$ _____	X _____	= \$ _____
Engineering Technician	\$ _____	X _____	= \$ _____
Senior Engineering Draftsperson	\$ _____	X _____	= \$ _____
Junior Engineering Draftsperson	\$ _____	X _____	= \$ _____
CADD Operator (Draftsperson)	\$ _____	X _____	= \$ _____
Office Assistant	\$ _____	X _____	= \$ _____

NOTE: Proposer shall not leave any blanks.

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Title	(a) Hourly Actual Rate	(b) Multiplier	=	(a) x (b) Total Amount
<u>Professional Specialties Services</u>				
Senior Expediter	\$ _____	X _____	=	\$ _____
Expediter	\$ _____	X _____	=	\$ _____
Senior Surveyor	\$ _____	X _____	=	\$ _____
Surveyor	\$ _____	X _____	=	\$ _____
Senior Estimator	\$ _____	X _____	=	\$ _____
Estimator	\$ _____	X _____	=	\$ _____
Senior Specification Writer	\$ _____	X _____	=	\$ _____
Specification Writer	\$ _____	X _____	=	\$ _____
Historical Preservation Specialist	\$ _____	X _____	=	\$ _____
Statistician	\$ _____	X _____	=	\$ _____
Data/IT Manager	\$ _____	X _____	=	\$ _____
Quality Assurance Manager	\$ _____	X _____	=	\$ _____
Schedulers	\$ _____	X _____	=	\$ _____
Field Inspector	\$ _____	X _____	=	\$ _____
Office Assistant	\$ _____	X _____	=	\$ _____

NOTE: Proposer shall not leave any blanks.

***** End of Exhibit F*****

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EXHIBIT G: CONTACT SHEET

(Must be placed with Technical Proposal)

Proposer:

Name: _____
Address: _____

Telephone #: _____
Fax #: _____
E-Mail Address: _____
Type of Firm: _____
Tax Identification #: _____

Name of Proposer's representative with the authority to commit the Proposer and its resources to an Agreement with NYCHA:

Name: _____
Title: _____
Telephone #: _____
E-Mail Address: _____

Name of Proposer's contact person if different than the person named immediately above:

Name: _____
Title: _____
Telephone #: _____
E-Mail Address: _____

PROPOSER ACKNOWLEDGEMENT: THE ATTACHED PROPOSAL SHALL REMAIN IN EFFECT FOR 180 CALENDAR DAYS FROM THE DATE OF THE PROPOSAL SUBMISSION DEADLINE:

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

***** End of Exhibit G *****

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EXHIBIT H: DOING BUSINESS DATA FORM

(To be submitted in a separately sealed and marked envelope)



Doing Business Data Form

To be completed prior to distribution			
Agency: _____		Transaction ID: _____	
Check One:	Transaction Type (check one):		
<input type="checkbox"/> Proposal	<input type="checkbox"/> Concession	<input type="checkbox"/> Contract	<input type="checkbox"/> Economic Development Agreement
<input type="checkbox"/> Award	<input type="checkbox"/> Franchise	<input type="checkbox"/> Grant	<input type="checkbox"/> Pension Investment Contract

Any entity receiving, applying for or proposing on an award or agreement must complete a Doing Business Data Form (see Q&A sheet for more information). Please either type responses directly into this fillable form or print answers by hand in black ink, and be sure to fill out the certification box on the last page. **Submission of a complete and accurate form is required for a proposal to be considered responsive or for any entity to receive an award or enter into an agreement.**

This Data Form requires information to be provided on principal officers, owners and senior managers. The name, employer and title of each person identified on the Data Form will be included in a public database of people who do business with the City of New York; no other information reported on this form will be disclosed to the public. **This Data Form is not related to the City's VENDEX requirements.**

Please return the completed Data Form to the City office that supplied it. Please contact the Doing Business Accountability Project at DoingBusiness@cityhall.nyc.gov or 212-788-8104 with any questions regarding this Data Form. Thank you for your cooperation.

Section 1: Entity Information

Entity Name: _____

Entity EIN/TIN: _____

Entity Filing Status (select one):

- Entity has never completed a Doing Business Data Form. *Fill out the entire form.*
- Change from previous Data Form dated _____. *Fill out only those sections that have changed, and indicate the name of the persons who no longer hold positions with the entity.*
- No Change from previous Data Form dated _____. *Skip to the bottom of the last page.*

Entity is a Non-Profit: Yes No

Entity Type: Corporation (any type) Joint Venture LLC Partnership (any type)
 Sole Proprietor Other (specify): _____

Address: _____

City: _____ State: _____ Zip: _____

Phone : _____ Fax : _____

E-mail: _____

Provide your e-mail address and/or fax number in order to receive notices regarding this form by e-mail or fax.

Section 2: Principal Officers

Please fill in the required identification information for each officer listed below. If the entity has no such officer or its equivalent, please check "This position does not exist." If the entity is filing a Change Form and the person listed is replacing someone who was previously disclosed, please check "This person replaced..." and fill in the name of the person being replaced so his/her name can be removed from the *Doing Business Database*, and indicate the date that the change became effective.

Chief Executive Officer (CEO) or equivalent officer This position does not exist

The highest ranking officer or manager, such as the President, Executive Director, Sole Proprietor or Chairperson of the Board.

First Name: _____ MI: _____ Last: _____

Office Title: _____

Employer (if not employed by entity): _____

Birth Date (mm/dd/yy): _____ Home Phone #: _____

Home Address: _____

 This person replaced former CEO: _____ on date: _____**Chief Financial Officer (CFO) or equivalent officer** This position does not exist

The highest ranking financial officer, such as the Treasurer, Comptroller, Financial Director or VP for Finance.

First Name: _____ MI: _____ Last: _____

Office Title: _____

Employer (if not employed by entity): _____

Birth Date (mm/dd/yy): _____ Home Phone #: _____

Home Address: _____

 This person replaced former CFO: _____ on date: _____**Chief Operating Officer (COO) or equivalent officer** This position does not exist

The highest ranking operational officer, such as the Chief Planning Officer, Director of Operations or VP for Operations.

First Name: _____ MI: _____ Last: _____

Office Title: _____

Employer (if not employed by entity): _____

Birth Date (mm/dd/yy): _____ Home Phone #: _____

Home Address: _____

 This person replaced former COO: _____ on date: _____

Section 3: Principal Owners

Please fill in the required identification information for all individuals who, through stock shares, partnership agreements or other means, **own or control 10% or more of the entity**. If no individual owners exist, please check the appropriate box to indicate why and skip to the next page. If the entity is owned by other companies, those companies do **not** need to be listed. If an owner was identified on the previous page, fill in his/her name and write "See above." If the entity is filing a Change Form, list any individuals who are no longer owners at the bottom of this page. If more space is needed, attach additional pages labeled "Additional Owners."

There are no owners listed because (select one):

- The entity is not-for-profit
- There are no individual owners
- No individual owner holds 10% or more shares in the entity
- Other (explain): _____

Principal Owners (who own or control 10% or more of the entity):

First Name: _____ MI: _____ Last: _____

Office Title: _____

Employer (if not employed by entity): _____

Birth Date (mm/dd/yy): _____ Home Phone #: _____

Home Address: _____

First Name: _____ MI: _____ Last: _____

Office Title: _____

Employer (if not employed by entity): _____

Birth Date (mm/dd/yy): _____ Home Phone #: _____

Home Address: _____

First Name: _____ MI: _____ Last: _____

Office Title: _____

Employer (if not employed by entity): _____

Birth Date (mm/dd/yy): _____ Home Phone #: _____

Home Address: _____

Remove the following previously-reported Principal Owners:

Name: _____ Removal Date: _____

Name: _____ Removal Date: _____

Name: _____ Removal Date: _____

Section 4: Senior Managers

Please fill in the required identification information for all senior managers who oversee any of the entity's relevant transactions with the City (e.g., contract managers if this form is for a contract award/proposal, grant managers if for a grant, etc.). Senior managers include anyone who, either by title or duties, has substantial discretion and high-level oversight regarding the solicitation, letting or administration of any transaction with the City. **At least one senior manager must be listed, or the Data Form will be considered incomplete.** If a senior manager has been identified on a previous page, fill in his/her name and write "See above." If the entity is filing a Change Form, list individuals who are no longer senior managers at the bottom of this section. If more space is needed, attach additional pages labeled "Additional Senior Managers."

Senior Managers:

First Name: _____ MI: _____ Last: _____

Office Title: _____

Employer (if not employed by entity): _____

Birth Date (mm/dd/yy): _____ Home Phone #: _____

Home Address: _____

First Name: _____ MI: _____ Last: _____

Office Title: _____

Employer (if not employed by entity): _____

Birth Date (mm/dd/yy): _____ Home Phone #: _____

Home Address: _____

First Name: _____ MI: _____ Last: _____

Office Title: _____

Employer (if not employed by entity): _____

Birth Date (mm/dd/yy): _____ Home Phone #: _____

Home Address: _____

Remove the following previously-reported Senior Managers:

Name: _____ Removal Date: _____

Name: _____ Removal Date: _____

Certification

I certify that the information submitted on these four pages and _____ additional pages is accurate and complete. I understand that willful or fraudulent submission of a materially false statement may result in the entity being found non-responsible and therefore denied future City awards.

Name: _____

Signature: _____ Date: _____

Entity Name: _____

Title: _____ Work Phone #: _____

Return the completed Data Form to the agency that supplied it.

For information or assistance, call the Doing Business Accountability Project at 212-788-8104.

NEW YORK CITY HOUSING AUTHORITY

*Request for Proposals for Architectural and Engineering Services for
Sandy Resiliency & Renewal Program @ Ocean Bay (Bayside), Queens* **October 29, 2014**

EXHIBIT I: STATEMENT OF UNDERSTANDING

(Must be placed with Proposal)

By signing in the space below, the undersigned certifies that:

1. **the Proposer has read and understands the intent, requirement and scope of the engagement as described in the RFP and all Exhibits thereto;**
2. **the Proposer has the capacity to execute an Agreement with NYCHA;**
3. **the Proposer agrees to accept all terms and conditions with respect to the Scope of Services and payment for same as described in the RFP;**
4. **the Proposer agrees, if its Proposal is accepted by NYCHA, to enter into an Agreement with NYCHA in accordance with all terms, conditions and requirements of the RFP; and**
5. **all information and documentation that is submitted to NYCHA in response to the RFP is, to the best of the Proposer's knowledge, true and accurate.**

I further herby certify that my firm will carry all insurances specified in the Agreement.

Signature of Partner or Corporate Officer

Date

Printed Name

Title

Firm

EIN #

Address

Telephone Number

Address

Fax Number

***** End of Exhibit I *****

NEW YORK CITY HOUSING AUTHORITY

Request for Proposals for Architectural and Engineering Services for

Sandy Resiliency & Renewal Program @ Ocean Bay (Bayside), Queens October 29, 2014

EXHIBIT J: NON-COLLUSIVE BIDDING CERTIFICATION

(Must be placed with Proposal)

NEW YORK CITY HOUSING AUTHORITY

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NON-COLLUSIVE BIDDING CERTIFICATION

(Required by Section 151(5) of the New York State Public Housing Law)

By submission of this Proposal, each Proposer and each person signing on behalf of any Proposer certifies, and in the case of a joint Proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and belief:

- (i) the prices in this Proposal have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Proposer or with any competitor;
- (ii) unless otherwise required by law, the prices which have been quoted in this Proposal have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by the Proposer prior to opening, directly or indirectly, to any other Proposer or to any competitor; and
- (iii) no attempt has been made or will be made by the Proposer to induce any other person, partnership or corporation to submit or not to submit a Proposal for the purpose of restricting competition.

A PROPOSAL SHALL NOT BE CONSIDERED FOR AWARD NOR SHALL ANY AWARD BE MADE WHERE (i), (ii), (iii) ABOVE HAVE NOT BEEN COMPLIED WITH; PROVIDED HOWEVER, THAT IF IN ANY CASE THE PROPOSER CANNOT MAKE THE FOREGOING CERTIFICATION, THE PROPOSER SHALL SO STATE AND SHALL FURNISH BELOW A SIGNED STATEMENT WHICH SETS FORTH IN DETAIL THE REASONS THEREFORE:

[AFFIX ADDENDUM TO THIS PAGE IF SPACE IS REQUIRED FOR STATEMENT.]

Name of Proposer: _____

Signature: _____

Print Name: _____

Title: _____

Date: _____

Subscribed to under penalty of perjury under the laws of the State of _____, this _____ day of _____, 20____ as the act and deed of said corporation or partnership.

**NOTARY PUBLIC OR
COMMISSIONER OF DEEDS**

***** End of Exhibit J *****

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EXHIBIT K: FREQUENTLY ASKED QUESTIONS

SECTION 3 HIRING PLAN:

- Q1:** Who pays for the Section 3 hires? Would it be part of the consultants' fee or will NYCHA pay for Section 3 hires?
- A1:** The consultant pays the salary of the Section 3 hires, as is the case with any other employee. If there will be new hires associated with receipt of the contract, Section 3 residents are to receive priority consideration and the projected labor cost should be factored into the Proposal budget.
- Q2:** In the Section 3 Hiring Plan, how can I project a dollar value for Section 3 business concerns if we don't have a task order yet?
- A2:** If a bidder's Proposal includes subcontracting, qualified Section 3 Business Concerns should receive priority consideration. If sub-contractors have already been identified and they are Section 3 Business Concerns (as defined in the solicitation), the proposed subcontract amount should be indicated. If sub-contractors have not been identified, it is expected that efforts will be made and documented to recruit applicable businesses and the projected value should be based on the subcontracting line item in the bidder's Proposal. NYCHA understands that Section 3 submittals are, at this juncture, projections and may be subject to change.
- Q3:** Given that this contract is for professional services, the individuals who will execute the services required must have a college degree and must meet other minimum requirements. How could a firm meet Section 3 requirements if qualified residents cannot be found?
- A3:** After the Consultant submits job specifications and requirements, NYCHA's RES will assist Consultants in conducting an outreach and recruitment effort to identify eligible candidates - not only in our existing client base but through our partnerships and association with external training providers. Additionally, Consultants are encouraged to consider their overall workforce needs and identify other titles and positions within their organization as potential Section 3 opportunities. Efforts to recruit Section 3 residents must be documented. Also, the requirement can be met through training and contracting (see Section 3 Business Concerns definition) opportunities as well.
- Q4:** Pertaining to Section 3, what if no positions are vacated during the length of contract?
- A4:** Section 3 employment only applies to new hires. If there are no new hires made during the life of the contract, the employment requirement is not triggered. Consultants will be expected to demonstrate through certified payrolls and other reports that no new hires were made. If there are new hires, Section 3 residents are to receive priority consideration. Compliance with Section 3 can also be achieved through training and contracting opportunities.
- Q5:** What if qualified "Section 3 Residents" are not available to meet the 30% requirement?
- A5:** It is expected that Consultants make a good faith effort to utilize Section 3 residents in filling vacant training and employment positions. This effort must include, but is not limited to, the following:
- Reaching out to labor organizations and posting notices of employment and training opportunities in conspicuous places;

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- Meet with applicable apprentice program administrators to request cooperation in identifying and referring unemployed NYCHA apprentices;
- Prominently place a notice of training and employment opportunities and eligibility requirements at NYCHA developments;
- Meet with resident organization to identify and refer eligible candidates; and,
- Maintain a list of all residents who apply on their own or by referral and the ultimate disposition of those applications.

Q6: Section 3 – are there any set goals for this RFP?

A6: Only insofar as it relates to the HUD Section 3 regulation that stipulates employment and other economic opportunities generated by federal assistance to public housing authorities shall, to the greatest extent feasible, be directed to public housing residents and other low and very-low income persons of the community; or Section 3 business concerns. The measure of compliance with Section 3 employment is 30% of new hires.

MWSBE OPPORTUNITIES:

Q7: Are sub-consultants also required to provide 30% of MWSBE participation?

A7: The 20% goal referenced during the presentation at the Proposers' Conference refers to the amount of outreach Consultants are required to conduct to identify MWSBE sub-contractors. Consultants are expected to present meaningful levels of MWSBE firms as sub-contractors, vendors or any combination of the foregoing. Consultants must submit written evidence or other proof demonstrating that to the greatest extent feasible, 20% of all firms sought for consideration for award of subcontracts or services and/or products have been MWSBE firms. Written evidence shall be submitted to the Authority's Office of Business Opportunities for review prior to the award of each subcontract. As further evidence of its efforts to maximize MWSBE participation, the Consultant agrees to attend at least two outreach events during the life to the contract to identify new MWSBE firms to participate in subcontracting activities. Consultant may contact NYCHA Office of Business Opportunities about various outreach events. Consultants may require its sub-consultants to present levels of MWSBE participation as set forth above.

Q8: How can a sub-contractor be notified of MWSBE outreach events, i.e., mail lists, electronic notification?

A8: Consultants and sub-consultants may contact the NYCHA Office of Business Opportunities (OBO) at 212-306-4646 for information about MWSBE outreach events, and for information about MWSBE firms registered with NYCHA OBO. MWSBE firms who are registered in the OBO Directory receive email notifications and outreach information about NYCHA procurement opportunities and MWSBE events. MWSBE firms in the OBO Directory are often notified of outreach events based on their respective commodity. Firms may register to be included in the OBO Directory by completing the registration form included in this Addendum.

Q9: Will outreach resources be supplied by the DEO?

A9: Consultants may contact the NYCHA OBO at 212-306-4646 for a listing of registered MWSBE firms in the OBO Directory for sub-consulting opportunities. By no means should OBO be the sole source of obtaining MWSBE outreach information. Consultants are encouraged to utilize

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additional resources to identify MWSBE firms for subcontracting opportunities. Upon request a list of firms from the OBO Directory may be provided to the Consultant. NYCHA OBO will notify firms holding current NYCHA Construction Management and A&E contracts about upcoming MWSBE outreach events. It is up to the Consultant to ensure NYCHA OBO has the Consultant's correct contact information. Firms are also encouraged to visit the NYCHA website at:

http://www.nyc.gov/html/nycha/html/business/vendor_events.shtml.

Office of Business Opportunities
Department of Equal Opportunity
New York City Housing Authority
250 Broadway, 27th Floor
New York, NY 10007
Phone: 212-306-4646
Email: business.opportunity@nycha.nyc.gov

PROCUREMENT:

- Q10:** Are sub-consultants required to submit Vendex submissions?
- A10:** For sub-consultants, a Vendex submission to Mayor's Office of Contracts is required prior to commencing work with NYCHA. For sub-consultants, it is not required as part of the Proposer's submission, however, it is highly recommended.
- Q11:** Are the professional liability insurance certificates required as part of the RFP or to be submitted after the Proposal selection?
- A11:** The professional liability insurance certificates are required after the Proposal selection.
- Q12:** Are sub-consultants required to submit Vendex and bid forms as part of the RFP?
- A12:** Only the prime consultant is required to submit the Vendex to the Mayor's Office of Contracts in advance of the RFP submission date. The Proposer must include the Confirmation of Vendex Compliance in the RFP submission.
- Q13:** Must all sub-consultants fill out and submit Bid/Proposal Face sheet, or just the prime?
- A13:** The Bid/Proposal Face Sheet should be completed by both prime and sub-consultants.
- Q14:** If we are already Vendexed, do we need to submit 2 original "Certifications of No Change" or simply have it ready per the slide in the Vendex presentation.
- A14:** NYCHA highly recommends that the Vendex Certifications of No Change are submitted with the Proposal Submission, if available. This will assist in processing the award quickly.

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FINANCIAL STATEMENTS:

- Q15:** Do the financials need to be audited? (Small firms under 10 people usually do not have audited financials.)
- A15:** NYCHA accepts either audited or reviewed financial statements. A compilation statement or tax return is not acceptable.

DRAWINGS:

- Q16:** Can you provide AUTO CAD drawings?
- A16:** NYCHA has an electronic archive of drawings for almost all NYCHA owned properties in TIFF format that can be saved as PDF. A limited number of developments may have CAD drawings (Bentley MicroStation). The consultants will make an appointment with NYCHA staff and bring a blank CD to download selected relevant drawings for specific assigned development buildings. Drawings may be available as TIFs but unfortunately, we don't have all drawings for all buildings.
- Q17:** Are we restricted to using Microstation?
- A17:** Consultants are required to submit contract drawings to NYCHA in Microstation format. Firms that use other drafting software must convert to Microstation. Consultants must assure the quality of these files after conversion and before transmitting to NYCHA.

iSUPPLIER:

- Q18:** Can iSupplier provide an easier way to access the RFP online?
- A18:** First, a clarification on terminology. In the Oracle iSupplier Application, RFPs (Request for Proposal) are called RFQs (Request for Quote). The RFQs (RFPs) can be accessed on-line by logging into iSupplier. Once logged in, the RFQ may be queried by RFQ number or RFQ description.

Links to the log-in and registration pages, as well as to reference documentation on how to use the iSupplier Application ("Registration Guide" and "**Bid Submission Guide**"), may be found on the "Doing Business with NYCHA / Selling Goods and Services to NYCHA" website:

(http://www.nyc.gov/html/nycha/html/business/isupplier_register.shtml)

Specific to the Capital Projects Division RFPs, the 'traditional' RFP document will be included as an attachment to the iSupplier RFQ. This and any other attachment may be found on the lower portion of the RFQ header page in iSupplier.

- Q19:** Will bid results get posted on iSupplier?
- A19:** Unfortunately, RFP bid results cannot be 'posted' in iSupplier. However, the buyer (the person who enters the RFP/RFQ into iSupplier) has the option to share award results –the winning vendor(s) and corresponding pricing –with those suppliers that were notified of the RFP/RFQ or responded electronically to the bid.

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REP SUBMISSION:

Q20: Should estimators include estimate reconciliation time in their fees?

A20: RFP asks only for hourly rates and a multiplier. Once under contract, Consultants will include reconciliation time in their Proposals for Task Order work as required.

Q21: In the minimum requirements section of the RFP, are you looking for more statements of ability, or full explanations with project experience, etc?

A21: As stated in the RFP, Minimum Qualification Requirements, relate primarily to project experience in the disciplines required. Your responses need to demonstrate how you and your staff meet these minimum qualifications.

Q22: How many copies are requested of the items to be submitted in separate sealed envelopes?

A22: Please provide one (1) original and five (5) copies within each sealed envelope.

Q23: During a project, how many meetings will be required?

A23: One kick-off meeting is required at each Development. Weekly status meetings will be scheduled at the discretion of NYCHA. Involvement will be more clearly defined within each Task Order.

Q24: Who will inform us of interior leaks reported by residents? Are we able to and encouraged to interact and survey tenants to focus and pinpoint internal leaks, building problems, etc? Can this time be documented and used to complete site surveys?

A24: NYCHA has a tracking system, Maximo, which will be used to provide data on leaks and water penetration problems. A copy of NYCHA's leak reports will be provided prior to the Kick-off meetings. The management staff of each development will also be very helpful as they interact with tenants on a daily basis. Consultants will not be required to survey tenants. Details of gathering information will be defined and may be expanded in Task Orders.

Q25: Is NYCHA exempt from filing fees?

A25: Yes, NYCHA is exempt from filing fees with DOB.

Q26: Are the agreement terms and conditions negotiable? If so what is the procedure for modification? How does modification affect time line for accepting consultant i.e., if law department be engaged to modify language? Are terms and conditions of the agreement negotiable?

A26: See Section IV, 3 - Exceptions to the Terms of this RFP.

Q27: Can we get a copy of the Proposers Conference Meeting sign-in sheet and presentation?

A27: No. The sign-in sheet and presentation will not be circulated.

Q28: Regarding hourly rates – is there a maximum number of hours per project or for contract term?

A28: No.

Q29: How will emergency repair work be handled?

A29: NYCHA retains contractors through requirement contracts.

Q30: In NYCHA's last RFP for A/E consultant contracts five years ago, how many firms were selected?

A30: Twenty-one.

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- Q31:** How many contracts will be issued? How many contracts do you intend to issue?
- A31:** NYCHA will issue as many contracts as needed to address the current Five Year Plan of capital projects. The number of firms selected is at the sole discretion of NYCHA.
- Q32:** Please clarify the task order / bid process: Consultant provides sealed bid. After award NYCHA selects 3 consultants to “bid” again. What is process / intent of this 2-stage bid process?
- A32:** The RFP Proposal includes hourly fees that will be used during the term of the awarded contracts. These fees will be used in determining the fees for work assigned in Task Orders. For all projects, a Proposal from consultants using the hourly fees will be required to determine which firm the Task Order will be awarded and the associated fee.
- Q33:** To what extent will NYCHA’s selection be based upon fee?
- A33:** Once a firm has met the minimum qualifications and has been short-listed upon review and evaluation of their technical capabilities, the Fee Proposals will then be reviewed. The Fee Proposals will be reviewed based on the industry standard costs.
- Q34:** Is my firm eligible to submit RFP due to less than five (5) years in business?
- A34:** No. The minimum requirement for this RFP is five (5) years.
- Q35:** Does NYCHA accept checks for picking up a printed copy of the RFP?
- A35:** Certified checks are accepted.

*****End of Exhibit K*****

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EXHIBIT L: NYCHA GENERAL TERMS AND CONDITIONS

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NYCHA GENERAL TERMS AND CONDITIONS

A. GENERAL WARRANTY AS TO PERFORMANCE

The Consultant agrees that it shall use its best efforts and professional skills in accordance with applicable professional standards and with the terms of the Agreement in order to perform and complete the Services to the sole satisfaction of NYCHA.

B. NON-DISCRIMINATION

In connection with the performance of the Services, the Consultant shall not discriminate against any employee or applicant for employment because of age, alienage or citizenship status, color, creed, disability, gender (including sexual harassment), marital or familial status, military service, national origin, prior arrest record, race, religion, sexual orientation, and status as a victim of domestic violence or for any other unlawful reason.

C. EMPLOYMENT, TRAINING, AND CONTRACTING OPPORTUNITIES FOR LOW-INCOME PERSONS, SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968

- (1) The Services to be performed under the Agreement are subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u ("Section 3"). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3 shall, to the greatest extent feasible, be directed to low-income and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (2) The Consultant agrees to comply with the HUD regulations in 24 Code of Federal Regulations ("CFR") part 135 that implement Section 3. The Consultant hereby certifies that it is under no contractual or other impediment that would prevent it from complying with the regulations in 24 CFR part 135.
- (3) The Consultant agrees to send to each labor organization or representative of workers with which the Consultant has a collective bargaining agreement, if any, a notice advising the labor organization or workers' representative of the Consultant's commitments under these Section 3 provisions, and the Consultant agrees to post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference (as set forth in 24 CFR part 135) and shall set forth the minimum number and job titles subject to hire, the availability of apprenticeship and training positions, the qualifications for each, the name and location of the person(s) taking applications for each of the positions, and the anticipated date the work shall begin.
- (4) The Consultant agrees to include these Section 3 provisions [i.e., provisions equivalent to those set forth in paragraphs (1) through (6) hereof] in every subcontract subject to compliance with the regulations in 24 CFR part 135, and the Consultant agrees to take appropriate action, as provided in an equivalent provision of the subcontract or in this Section, upon a finding that the subconsultant or subcontractor is in violation of the regulations in 24 CFR part 135. The Consultant will not subcontract with any

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subconsultant or subcontractor where the Consultant has knowledge that the subconsultant or subcontractor has been found in violation of the regulations in 24 CFR part 135.

- (5) The Consultant hereby certifies that any vacant employment positions, including training positions, that were filled (a) after the Consultant was selected but before the Agreement is executed, and (b) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Consultant's obligations under 24 CFR part 135.
- (6) Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of the Agreement for default, and/or a finding of non-responsibility with respect to (or debarment or suspension from) future NYCHA contracts or other HUD-assisted contracts.

D. COVENANT AGAINST FEES FOR SOLICITATION

The Consultant warrants that it has not employed any third party to solicit or secure the Agreement based upon any agreement calling for any payment for such services, including, without limitation, the payment of a commission, percentage, credit or contingent fee (collectively referred to as a "**Commission**"). Breach of this warranty gives NYCHA the right to immediately terminate the Agreement or, at its discretion, to deduct from the Consultant's compensation the amount of such Commission.

E. WARRANTY OF NO DISABILITY; WARRANTY OF REQUIRED APPROVALS

- (1) The Consultant represents and warrants to NYCHA that it is not now under any disability, by reason of contractual restriction on its employment, by reason of custom or practice, by reason of a filing by (or against) the Consultant for protection under the United States Bankruptcy Code, or by reason of any other legal or financial obligation imposed on or incurred by the Consultant, which would prevent the Consultant from the full, faithful and timely completion of the Services. The Consultant further covenants to NYCHA that, during the term of the Agreement, the Consultant will not incur any such disability, nor permit such disability to exist. For breach of any of the above representations, warranties or covenants, NYCHA may, at its sole option, terminate the Agreement on written notice to the Consultant.
- (2) The Consultant represents and warrants to NYCHA; that (a) it has obtained any and all permits, registrations, licenses, and any other third party consents and approvals that are necessary for the Consultant to perform the Services (collectively, "**Approvals**") and all such Approvals are currently in full force and effect and shall be in full force and effect for as long as the Consultant has any obligation to perform the Services; and (b) the Consultant's performance of the Services and/or the creation and delivery of any product in connection therewith will not infringe upon, violate, or breach any law, regulation, third party rights (including, without limitation, any third party intellectual property or proprietary rights) or any third party agreement.

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F. OFFICIALS NOT TO BENEFIT

No member of, or delegate to, the Congress of the United States or the New York State or City government, or resident commissioner, shall be permitted by the Consultant to share in any part of the Agreement or any benefit that may arise from the Agreement, but this provision shall not be construed to extend to this Agreement if made with a corporation for its general benefit.

G. INTEREST BY MEMBERS OF LOCAL AUTHORITY AND LOCAL GOVERNING BODY

No Member, officer or employee of NYCHA, no member of the governing body of the jurisdiction in which NYCHA is situated and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the Services covered by the Agreement may, during his or her tenure and for one year after such tenure, have any interest, direct or indirect, in the Agreement or the proceeds thereof.

H. COMPLIANCE WITH LAWS

The Consultant agrees to comply with all applicable laws, ordinances and codes of the federal, state and local governments as they affect the performance of the Agreement and with all rules, regulations and orders of any governmental authority or agency having jurisdiction over, or interest in, NYCHA or the Agreement.

I. COMPLIANCE WITH ENVIRONMENTAL LAWS AND ENERGY STANDARDS

The Consultant agrees to comply with: (a) all applicable standards, orders or requirements of the Clean Air Act, as amended (42 U.S.C. Section 7602) [formerly 42 U.S.C. Section 1857(h)], the Clean Water Act, as amended (33 U.S.C. Section 1368), Executive Order 11738 and all implementing regulations promulgated by the Environmental Protection Agency (40 CFR Part 15); and (b) all mandatory standards and policies relating to energy efficiency contained in the New York State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163), and any other applicable laws or amendments thereto.

J. INSURANCE REQUIREMENTS

- (1) It is understood that, for any and all purposes, all personnel assigned to perform work under the Agreement by the Consultant are deemed to be employees, subconsultants or subcontractors of the Consultant, and not of NYCHA.
- (2) The Consultant shall maintain, and shall cause each subconsultant or subcontractor of the Consultant to maintain, for the duration of the Agreement and any extensions hereunder, insurance consisting, at least, of the types and amounts specified in **Attachment 1** hereto.
- (3) Within 15 days after the Consultant receives a request from NYCHA or its designee for evidence of such insurance, and before commencing Services, the Consultant's New York State licensed insurance broker(s) shall register with NYCHA and shall enter all indicated insurance coverage information into NYCHA's designated web based portal. The broker(s) shall warrant that the information entered is accurate, complete and compliant with the applicable NYCHA requirements. The Consultant's licensed broker(s) shall disclose all large deductibles, self insured retentions, material exclusions, multiple line policy aggregates and any other provisions that materially limit, reduce or aggregate

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coverage. All insurance policies providing coverage to NYCHA, its members, employees, agents, investors, partners and/or representatives under this Agreement shall be primary to any other insurance policies providing coverage to these entities.

- (4) The Consultant shall provide a list of all subconsultants and subcontractors and shall provide proof of coverage for each subconsultant and subcontractor to the Consultant's licensed New York State broker(s) for review and confirmation of compliance with NYCHA's insurance and risk management requirements. The Consultant shall maintain a current list of its subconsultants and subcontractors under the Agreement and proof of insurance coverage for these subconsultants and subcontractors. Such proof should be submitted within two business days after request to an authorized NYCHA representative. The Consultant, solely, shall be responsible to confirm that its subconsultants and subcontractors secure and maintain compliant coverage for the duration of the Agreement and for any additional period stipulated by NYCHA.
- (5) Failure to maintain required insurance coverage, for the duration of the Agreement and any extension thereof, shall be deemed a breach of the Agreement. Upon determination of a breach of this Agreement, NYCHA may, at its sole discretion, discontinue payment under the subject Agreement or any other Agreement with the Consultant. NYCHA will require the Consultant to remedy any non-compliant gap in coverage for this Agreement at the sole expense of the Consultant. NYCHA may further require the Consultant to provide an irrevocable letter of credit, drawn on a federally-chartered bank, acceptable to NYCHA in the amount of the ultimate projected loss and loss expense not covered due to any gap, inadequacy or interruption in insurance coverage.
- (6) All policies of insurance must be written on an occurrence basis, except for Professional Liability Insurance, and must be issued by companies licensed and/or admitted, or authorized to do business, in the State of New York, having a profitability rating of at least "A" (Excellent) and a financial size class of "VII," as indicated by the most recent A.M. Best publication. All policies (except for Professional Liability and Statutory Workers' Compensation) must be endorsed:
 - (a) to name NYCHA as an additional insured;
 - (b) to provide for separation of insureds and rights of cross-claim; and
 - (c) to warrant that such insurance as afforded by the policy shall not be cancelled, non-renewed, or have coverage materially reduced or restricted, without at least 30 calendar days' advanced written notice to NYCHA. Written notification may be express mailed to NYCHA at:

New York City Housing Authority
90 Church Street, 6th Floor
New York, NY 10007-2919
Attn: Risk Finance Department

or e-mailed to:

NoticeofCancellation@nycha.nyc.gov

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Note: The Consultant shall be responsible for obtaining and maintaining, at its sole cost and expense, and for causing its subconsultants and subcontractors to obtain and maintain, at their sole cost and expense, insurance covering their respective personal property while upon NYCHA premises or in NYCHA vehicles during the term of the Agreement. Except for the intentional wrongful acts of NYCHA, NYCHA shall have no responsibility for loss of, damage to, or theft of the Consultant's or its subconsultants' or subcontractors' personal property.

- (7) Prior to the commencement of Services under this Agreement, the Consultant shall secure from all its subcontractors or subconsultants proof of compliant insurance. The Consultant shall provide to NYCHA or their designated representative, on demand, satisfactory certificates of insurance, and/or certified copies of the insurance policies, evidencing that such insurance is in effect. If requested, certified copies of insurance policies must be sent to:

New York City Housing Authority
90 Church Street, 6th Floor
New York, NY 10007-2919
Attn: Risk Finance Department

When required, Certificates of Insurance should be issued showing the certificate holder as the above.

- (8) Insurance coverage in the amounts provided for herein shall not limit the Consultant's liability and shall not relieve the Consultant from any liability that might exceed such amounts, nor shall NYCHA be precluded by such insurance coverage from taking other actions that may be available to NYCHA under any other provisions of the Agreement or otherwise.

K. INDEMNIFICATION

- (1) The Consultant agrees to defend, indemnify and hold harmless, to the fullest extent permitted by law, NYCHA, its Members, officers, employees, agents and representatives, and any other party or entity acting on behalf of NYCHA, from and against any and all liabilities, claims, losses, damages, costs, fees and expenses, including, without limitation, reasonable attorneys' fees and expenses (including, without limitation, those incurred by NYCHA in enforcing this indemnification), and all reasonable sums charged to associated litigation, relating to (a) any alleged or actual personal injury, bodily injury (including death), or property damage (or any consequential damages related to such personal injury, bodily injury or property damage), arising out of or resulting from any work or Services provided by the Consultant or its employees, agents, subconsultants or subcontractors in conjunction with the Agreement, or arising out of any other act, error or omission of the Consultant or its employees, agents, subconsultants or subcontractors, or (b) any claim for loss, damage to, or theft of any personal property of, or in the care of, the Consultant, its subconsultants or subcontractors while such personal property is at or upon NYCHA premises or in NYCHA vehicles, unless resulting from the intentional act of NYCHA. The Consultant agrees that its obligations under this indemnification provision shall survive the expiration or earlier termination of the Agreement.

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- (2) The Consultant agrees to defend, indemnify and hold harmless, to the fullest extent permitted by law, NYCHA, its Members, officers, employees, agents and representatives, and any other party or entity acting on behalf of NYCHA, from and against any and all liabilities, claims, losses, damages, costs, fees and expenses, including, without limitation, reasonable attorneys' fees and expenses (including, without limitation, those incurred by NYCHA in enforcing this indemnification), and all reasonable sums charged to associated litigation, which may be incurred in any action for unfair competition, for infringement of any United States Letters Patent, or any trademark or service mark, or of any copyright or for theft of any trade secret with respect to the Agreement. The Consultant agrees that its obligations under this indemnification provision shall survive the expiration or earlier termination of the Agreement.

- (3) The Consultant agrees to defend, indemnify and hold harmless, to the fullest extent permitted by law, NYCHA, its Members, officers, employees, agents, representatives, all others for whom NYCHA is obligated by contract to defend, indemnify and hold harmless in connection with the Agreement, and any other party or entity acting on behalf of NYCHA, from and against any and all liabilities, claims, losses, damages, costs, fees and expenses, including, without limitation, reasonable attorneys' fees and expenses incurred by NYCHA in enforcing this indemnification, and all reasonable sums charged to associated litigation, which may be incurred as a result of (a) a breach by the Consultant of any of the terms and conditions of the Agreement including, but not limited to, the failure of the Consultant to perform any of the Services, or (b) NYCHA's mitigation of damages as a result of a breach by the Consultant of any of the terms and conditions of the Agreement. The Consultant agrees that its obligations under this indemnification provision shall survive the expiration or earlier termination of the Agreement.

L. DEFENSE AND SETTLEMENT OF MATTERS TO WHICH INDEMNITY PROVISIONS APPLY

NYCHA agrees to notify the Consultant of any action or claim with respect to which the indemnity provisions of the prior Section may apply. The Consultant shall have the obligation to conduct the defense and settlement of such actions or claims at NYCHA's option; provided, however, that (a) if there is a reasonable probability that any action or claim for which the Consultant is to provide indemnity to NYCHA hereunder may adversely affect NYCHA or any of its Members, officers, employees or agents (other than as a result of money damages or other money payments), NYCHA then has the exclusive right to defend, compromise or settle such action or claim; and (b) the Consultant must not, without NYCHA's prior written consent, settle or compromise, or consent to the entry of any judgment in connection with, any such action or claim, if such settlement, compromise or judgment; (i) does not include as an unconditional term thereof an unconditional release of NYCHA and its Members, officers, employees and agents by the claimant or the plaintiff, as the case may be, from all liability regarding such action or claim; and/or (ii) requires NYCHA (or any of its Members, officers, employees and/or agents) to make any admission, acknowledgment, or acceptance of any wrongdoing, negligence, or other liability. The Consultant will use its best efforts upon assuming such control to secure and maintain for NYCHA the unrestricted right to the continued use of the product of the Services, including any affected deliverable.

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M. FINAL PAYMENT AND RELEASE

Prior to NYCHA's final payment to the Consultant, whether upon completion of the Services or as a result of NYCHA's right to terminate the Agreement as provided in the Agreement, and as a condition precedent to such final payment, the Consultant must execute and deliver to NYCHA, in a form acceptable to NYCHA, a release by the Consultant of NYCHA from all claims against NYCHA arising under and by virtue of the Agreement, other than such good-faith claims, if any, reasonably believed by the Consultant to be owed, as may be specifically excepted by the Consultant in stated amounts set forth in the release. In the event that a release is not forthcoming to NYCHA, the acceptance, without formal written exception, by the Consultant of a check with notice advising that the check is designated as "Final Payment" is, and operates as, a release of NYCHA from any and all claims by, and all liability to, the Consultant in connection with the Services and for every act, omission and neglect of NYCHA and others relating to or arising out of the Agreement.

N. RIGHT TO AUDIT; MAINTENANCE OF BOOKS AND RECORDS

- (1) NYCHA, any agency providing funds to NYCHA and the Comptroller General of the United States have the right to perform an audit of the Consultant's finances and the books and records related to its performance under the Agreement, including, without limitation, the financial arrangement with anyone that the Consultant may delegate to discharge any part of its obligations under the Agreement.
- (2) The Consultant must provide, and must cause each subconsultant and subcontractor of the Consultant to provide, access by NYCHA, any agency providing funds to NYCHA, the Comptroller General of the United States or any of their duly authorized representatives to any books, documents, papers, records and supporting documentation of the Consultant and such subconsultants and subcontractors that are directly pertinent to the Agreement for the purpose of making audit, examination, excerpts, duplicate photocopies and transcriptions.
- (3) In order to permit the making of audit, examination, excerpts, duplicate photocopies and transcriptions by NYCHA, any agency providing funds to NYCHA, the Comptroller General of the United States or any of their duly authorized representatives, the Consultant agrees to maintain all records and supporting materials for the Services for a period of three years following the later of (a) the end of the term of the Agreement, or (b) such time as NYCHA makes final payments and all other pending matters related to the Agreement (including, without limitation, litigation, claims and appeals) are closed.

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O. OWNERSHIP OF WORK

The Consultant waives any claim or right it has, or may have, against NYCHA or any third party as it may relate to ownership of the product of the Services. The Consultant waives all such claims or rights, including, but not limited to, all rights throughout the world of reproduction and distribution on any medium by any means, art or method and all rights in copyright, trademark and patent. The Consultant agrees to assign and transfer to NYCHA all rights of every kind in connection with each and every discovery or invention or idea, and any and all expressions thereof of whatsoever nature that arise out of, or are developed in the course of the performance of the Agreement, and in and to any and all electronic, written, audio or visual expressions thereof, and shall turn over such expressions thereof upon NYCHA's demand therefor and upon the expiration or earlier termination of the Agreement. Specifically, and without in any way limiting the generality of the foregoing, the Consultant expressly grants all rights of every kind in any and all material that was not in existence prior to the Agreement but that the Consultant or any of its employees, subconsultants or subcontractors may create or develop in the course of the delivery of Services to NYCHA, whether or not the product of the delivery of such Services constitutes a "work made for hire" as defined in 17 U.S.C. Section 201(b). Further, and notwithstanding the foregoing or anything to the contrary contained in this Agreement, in the event the Consultant desires to incorporate any intellectual property or other proprietary items owned by the Consultant prior to the date of the Agreement into any product of the Services that will be owned by NYCHA, the Consultant shall (i) inform NYCHA, in writing, before incorporating such intellectual property and/or proprietary item into any such product; and (ii) NYCHA is hereby granted and shall have a non-exclusive, royalty-free, perpetual, irrevocable, worldwide license to make, have made, modify, and use such item as part of or in connection with such product. The Consultant must, without unreasonable delay, cooperate in any proceeding (including, but not limited to, filing for and obtaining any trademark, patent or copyright registration) and execute any document, including, without limitation, an assignment of trademark, copyright or of letters patent, which NYCHA may reasonably require to show evidence of its ownership of any such copyrights, patents, trademarks or other rights. The Consultant agrees that its obligations under this Section shall survive the expiration or earlier termination of the Agreement.

P. PROMOTIONAL LITERATURE

- (1) The Consultant agrees that the terms "New York City Housing Authority," "NYCHA," "The City of New York Housing Authority" or any derivation thereof must not be utilized in any promotional literature or advertisements without the express prior written consent of NYCHA, except that such terms may be included in client lists. The Consultant further agrees that it will not describe the Services in any proposals to potential customers of the Consultant or promotional literature or advertisements without the express prior written approval of NYCHA.
- (2) No information or material shall be disseminated or disclosed to the general public, the news media, or any person or organization without prior express written approval by NYCHA.

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Q. CONFIDENTIALITY

- (1) The parties anticipate that the Consultant may acquire access to information and data about the operations, the staff and the resident population of NYCHA (the "**Confidential Information**"). To the extent that the Consultant or any subconsultant or subcontractor of the Consultant obtains any Confidential Information, the Consultant agrees that: (a) it will protect and preserve the confidentiality of such Confidential Information with the same care and diligence with which it protects and preserves its own most secret business information; (b) it will use such Confidential Information only in the performance of its obligations arising under the Agreement; and (c) it will make no disclosure of such Confidential Information other than to an employee of NYCHA or to an employee, subconsultant or subcontractor of the Consultant in the course of such Consultant employee's, subconsultant's or subcontractor's provision of Services under the Agreement. In addition, the Consultant agrees to obtain a written commitment from each employee, subconsultant or subcontractor that it may use in its performance of the Agreement to be bound by the terms of this Section, and, in such case; (i) the Consultant agrees to make available the original copy of any such commitment upon written request from NYCHA from time to time; and (ii) the Consultant shall be liable for any breach of such confidentiality obligations by any such employee, subconsultant or subcontractor. The Consultant agrees that the obligation of confidentiality set forth in this Section shall survive the termination or expiration, as the case may be, of the Agreement. Upon the termination of the Agreement for any reason, the Consultant must surrender immediately to NYCHA all materials provided by NYCHA or prepared by the Consultant under the Agreement; provided, however, that the Consultant may retain a copy of all materials prepared by the Consultant as part of its work papers, which shall be treated by the Consultant as Confidential Information.
- (2) The Consultant understands and acknowledges that NYCHA is not making any representation or warranty, express or implied, as to the accuracy or completeness of the Confidential Information, and the Consultant agrees that NYCHA shall have no liability to the Consultant or any of its employees, subconsultants or subcontractors that may be based upon or relate to any errors therein or omissions therefrom.
- (3) If the Consultant or any of its employees, subconsultants or subcontractors is required (by law, regulation, deposition, interrogatory, request for documents, subpoena, civil investigative demand or similar process) to disclose any of the Confidential Information, it shall provide NYCHA with written notice of such requirement promptly upon learning of it so as to allow NYCHA sufficient time to obtain an appropriate injunction or other protective remedy and shall fully cooperate with NYCHA in obtaining such injunction or other protective remedy. Thereafter, and in the event that such injunction or protective remedy is not obtained for any reason whatsoever (or is obtained only with respect to a portion of the Confidential Information), the Consultant shall (and shall direct its employees, subconsultants, subcontractors, and agents, as applicable, to do likewise) only furnish that portion of the Confidential Information which, in the opinion of its counsel, it is legally required and only in the manner legally required and shall exercise commercially reasonable efforts to obtain assurances that confidential treatment shall be accorded to any of the Confidential Information so disclosed.

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- (4) The Consultant agrees that any breach of the requirements with respect to Confidential Information set forth in the Agreement may result in irrevocable harm and damage to NYCHA which would be difficult to measure. Therefore, without limiting any of NYCHA's rights and remedies set forth in the Agreement, in the event of any breach or threatened breach of any such requirements under the Agreement by the Consultant or any of its employees, subconsultants, subcontractors, or agents, NYCHA shall be entitled to equitable relief, including injunctions and orders for specific performance, in addition to all other remedies available at law or in equity, without any requirement to post a bond or other security and without having to establish irrevocable harm. The Consultant further grants NYCHA the right, but not the obligation, to enforce these provisions in the Consultant's name against any of the Consultant's employees, officers, board members, owners, representatives, agents, contractors, subconsultants, and subcontractors violating the above provisions.
- (5) If the Services include the Consultant receiving from NYCHA either "PII" or "NYCHA Data" (as defined in Subsection (6) below), then, in addition to the requirements of Subsections (1), (2), (3), and (4) of this Section Q, Subsection (6) below shall apply to the Consultant.
- (6) Personally Identifiable Information and NYCHA Data.
- (a) **Definitions. PII and NYCHA Data.** Personally identifiable information ("PII") is data or information, whether in hard copy, electronic media or any other form, which on its own or coupled with other information, can be used to distinguish or trace an individual's identity. PII includes, but is not limited to:
1. An individual's name (first name and last name, or first initial and last name), phone number, address or social security number.
 2. Any combination of (i) one of the following items with an item identified in paragraph (6)(a)(1) above, or (ii) any combination of two of the following items:
 - a. date of birth;
 - b. credit and/or debit card information;
 - c. income and/or credit history;
 - d. bank account information;
 - e. driver's license number;
 - f. passport number;
 - g. tax return;
 - h. asset statement;
 - i. other financial or personal information; and/or
 - j. other information concerning citizenship or immigration status, or ethnic or religious data
 3. Any number, code, or combination of numbers and codes, such as account number, security code, access code, or password allowing access to or use of an individual's financial or credit account.

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4. Individually identifiable information created and collected as part of research projects.
5. Health information such as medical records (in hard copy or electronic form).
6. Biometric information such as DNA, fingerprint, and photographic facial images.

“**NYCHA Data**” shall include, among other information, PII and Confidential Information as defined in Section Q herein.

NYCHA Data shall not include public records that by law must be made available to the general public. To the extent there is any uncertainty as to whether any data or information constitutes NYCHA Data, the data or information in question shall be treated as NYCHA Data until a determination is made by NYCHA.

- (b) Data Confidentiality. The Consultant shall implement appropriate measures designed to ensure the confidentiality and security of NYCHA Data, protect against any anticipated hazards or threats to the integrity or security of NYCHA Data, protect against unauthorized access to or disclosure of NYCHA Data, and prevent any other action that could result in substantial harm to NYCHA or an individual identified with the NYCHA Data in the Consultant’s custody.
- (c) Compliance with Laws and NYCHA Procedures. The Consultant will not knowingly permit any of the Consultant’s personnel to have access to any NYCHA Data if the person has been convicted of a crime in connection with (i) a dishonest act, breach of trust, or money laundering, or has agreed to enter into a pretrial diversion or similar program in connection with a prosecution for such offense, as described in Section 19 of the Federal Deposit Insurance Act, 12 U.S.C. §1829(a); or (ii) a felony. The Consultant must, to the extent permitted by law, conduct a check of public records in all of the person’s states of residence and employment for at least the last five years in order to verify the above. The Consultant shall ensure that all contracts with Subcontractors impose these obligations on the Subcontractors and shall monitor the Subcontractors’ compliance with such obligations. The Consultant also agrees to comply with NYCHA’s Standard Procedures concerning privacy and all applicable state and federal laws and regulations.
- (d) Network Security. The Consultant agrees at all times to maintain commercially reasonable network security that, at a minimum, includes: network firewall provisioning, intrusion detection/prevention, and periodic third party penetration testing. Likewise, the Consultant agrees to maintain network security that at a minimum conforms to any generally recognized, comparable standard that the Consultant then applies to its own network (e.g., NIST, ISO 27002) and which has been approved in writing by NYCHA.

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Data Security. The Consultant agrees to protect and maintain the security of NYCHA's Data with protection security measures that include maintaining secure environments that are patched and up to date with all appropriate security updates as designated by a relevant authority (e.g., Microsoft updates notifications). The Consultant also agrees to conform to the following measures to protect and secure NYCHA Data:

1. Data Transmission. The Consultant agrees that any and all transmission or exchange of NYCHA Data with NYCHA and/or any other parties, solely in accordance with paragraph F below, shall take place via secure means (e.g., HTTPS, FTPS, SFTP or equivalent means).
 2. Data Storage and Backup. The Consultant agrees that any and all NYCHA Data will be stored, processed, and maintained solely on designated servers and that no NYCHA Data at any time will be processed on or transferred to any portable or laptop computing device or any portable storage medium, unless that storage medium is in use as part of the Consultant's designated backup and recovery processes. All servers, storage, backups, and network paths utilized in the delivery of the service shall be contained within the states, districts, and territories of the United States unless specifically agreed to in writing by an NYCHA officer with designated data, security, or signature authority. The Consultant agrees to store all NYCHA Data stored as part of its backup and recovery processes in encrypted form, using no less than 128 bit key.
 3. Data Re-Use. The Consultant agrees that any and all data exchanged shall be used expressly and solely for the purposes enumerated in the Agreement between NYCHA and the Consultant. NYCHA Data shall not be distributed, repurposed or shared across other applications, environments, or business units of the Consultant. As required by law, the Consultant further agrees that no NYCHA Data of any kind shall be revealed, transmitted, exchanged or otherwise passed to third parties or interested parties.
- (e) End of Agreement Data Handling. The Consultant agrees that upon termination of this Agreement it shall return all NYCHA Data in a useable electronic form, and erase, destroy, and render unreadable all NYCHA Data in its entirety in a manner that prevents its physical reconstruction, and certify in writing that these actions have been completed within 30 calendar days of the termination of this Agreement or within seven days of the request of an agent of NYCHA, whichever shall come first.
- (f) Data Breach. In the event of a breach of any of the Consultant's security obligations or any other event requiring notification under an applicable law ("**Notification Event**"), the Consultant agrees to notify NYCHA immediately and assume responsibility for informing all such individuals in accordance with applicable law and to indemnify, hold harmless and defend NYCHA and its trustees, officers, and employees from and against any claims, damages, or other

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harm related to such Notification Event. In addition to the NYCHA personnel identified in the Agreement, the Consultant shall also provide notification of a notification event to the Chief Privacy Officer via e-mail at privacy@nycha.nyc.gov, and to NYCHA's Risk Finance Department via telephone at (212) 306-6682 and mail sent to: New York City Housing Authority, 90 Church Street, 6th Floor, New York, NY 10007-2919, Attention: Risk Finance.

- (h) Mandatory Disclosure of NYCHA Data. If the Consultant or any of its employees, subconsultants or subcontractors is required (by law, regulation, deposition, interrogatory, request for documents, subpoena, civil investigative demand or similar process) to disclose any of the NYCHA Data, it shall provide NYCHA with written notice of such requirement promptly upon learning of it so as to allow NYCHA sufficient time to obtain an appropriate injunction or other protective remedy and shall fully cooperate with NYCHA in obtaining such injunction or other protective remedy. Thereafter, and in the event that such injunction or protective remedy is not obtained for any reason whatsoever (or is obtained only with respect to a portion of the NYCHA Data), the Consultant shall (and shall direct its employees, subconsultants, subcontractors, and agents, as applicable, to do likewise) only furnish that portion of the NYCHA Data which, in the opinion of its counsel, it is legally required and only in the manner legally required and shall exercise commercially reasonable efforts to obtain assurances that confidential treatment shall be accorded to any of the NYCHA Data so disclosed. In addition to the NYCHA personnel identified in the Agreement, the Consultant shall also provide notification of a notification event to the Chief Privacy Officer via e-mail at privacy@nycha.nyc.gov, and to NYCHA's Risk Finance Department via telephone at (212) 306-6682 and mail sent to: New York City Housing Authority, 90 Church Street, 6th Floor, New York, NY 10007-2919, Attention: Risk Finance.
- (i) Remedies for Disclosure of NYCHA Data. The Consultant agrees that any breach of the requirements with respect to NYCHA Data set forth in the Agreement may result in irrevocable harm and damage to NYCHA which would be difficult to measure. Therefore, without limiting any of NYCHA's rights and remedies set forth in the Agreement, in the event of any breach or threatened breach of any such requirements under the Agreement by the Consultant or any of its employees, subconsultants, subcontractors, or agents, NYCHA shall be entitled to equitable relief, including injunctions and orders for specific performance, in addition to all other remedies available at law or in equity, without any requirement to post a bond or other security and without having to establish irrevocable harm. The Consultant further grants NYCHA the right, but not the obligation, to enforce these provisions in the Consultant's name against any of the Consultant's employees, officers, board members, owners, representatives, agents, contractors, subconsultants, and subcontractors violating the above provisions.
- (j) Safekeeping and Security. The Consultant will be responsible for safekeeping all keys, access codes, combinations, access cards, personal identification numbers and similar security codes and identifiers issued to the Consultant's employees, agents or Subcontractors. The Consultant agrees to require its employees to promptly report a lost or stolen access device or information.

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R. ASSIGNMENT; DELEGATION AND SUBCONTRACTING

The Agreement and the rights and duties under the Agreement must not be assigned, delegated or subcontracted by the Consultant without the prior written consent of NYCHA, and any purported assignment, delegation or subcontracting of the Agreement without said consent of NYCHA is void. In accordance with Section II herein, when issuing solicitations for subcontractors, the Consultant shall take affirmative steps to include minority-owned, women- owned, and small business enterprises since it is the policy of NYCHA to ensure that all businesses have an equal opportunity to participate in all aspects of NYCHA's procurement of goods and services. The Consultant shall state in all solicitations or advertisements for bids for subcontractors placed by or on behalf of the Consultant that all qualified businesses will receive consideration for subcontracts without regard to the race, color, religion, military service, national origin, sex, age, disability, marital status or sexual orientation of the owners, partners, management or stockholders of a business.

S. SUSPENSION OF SERVICES

NYCHA may order the Consultant to suspend the Services, in whole or in part, for NYCHA's convenience for such period of time as it may deem appropriate; provided, however, that where such suspension is made for an unreasonable period of time, an adjustment will be made for any increase in the cost of performance of the Services caused by such suspension. No adjustment will be made, however, where the work is suspended or delayed by any other cause, including, without limitation, the fault, negligence or improper performance of the Consultant.

T. TERMINATION OF AGREEMENT FOR CONVENIENCE

NYCHA has sole discretion to terminate the Agreement, in whole or in part, at any time for its convenience upon prior written notice to the Consultant of NYCHA's intention to terminate the Agreement. Such termination may be for any reason or for no reason. After receipt of such notice, the Consultant must cease all work under the Agreement, unless otherwise directed in the notice. The Consultant will be entitled to payment for the Services, as defined in the Agreement, performed up to the time of termination stated in such notice, provided that NYCHA first receives and approves a request for payment and an invoice.

U. TERMINATION OF AGREEMENT OTHER THAN FOR CONVENIENCE

- (1) If the Consultant breaches, violates or defaults on any of the terms of the Agreement, NYCHA has the right to give the Consultant written notice specifying the nature of the breach, violation or default. Thereafter, the Consultant has 30 calendar days, or such shorter period as NYCHA in its sole discretion may require under the circumstances, after the Consultant's receipt of such notice to remedy the breach, violation or default. In the event that the Consultant fails to remedy the breach, violation or default within such 30 calendar-day period, or such shorter period as NYCHA in its sole discretion may require under the circumstances, NYCHA then has the right to immediately terminate the Agreement by sending the Consultant a written "Notice of Default and Termination." NYCHA's determination that the Consultant has failed to remedy the breach, violation or default and that the Agreement is terminated shall be conclusive, final and binding on the parties and such a finding shall preclude the Consultant from commencing a plenary action for any damages relating to the Agreement. If the Consultant protests NYCHA's determination, the Consultant may commence a proceeding under Article 78 of the New

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York Civil Practice Law and Rules, which proceeding must be maintained in a court of competent jurisdiction sitting in the City and County of New York.

- (2) If NYCHA breaches, violates or defaults on any of the terms of the Agreement, the Consultant has the right to give NYCHA written notice specifying the nature of the breach, violation or default. Thereafter, NYCHA has 30 calendar days after NYCHA's receipt of such notice to remedy the breach, violation or default. In the event that NYCHA fails to remedy the breach, violation or default within such 30 calendar-day period, the Consultant then has the right to immediately terminate the Agreement. Termination of the Agreement under this provision shall not give rise to any claim against NYCHA for damages, including, without limitation, for lost profits, or for compensation in addition to that provided hereunder.
- (3) In the event of any termination under Section U(1), the Consultant is not entitled to any further payment for any Services performed until such time as any dispute regarding the Consultant's default or any damages incurred by NYCHA has either been resolved to the satisfaction of both parties or been adjudicated finally beyond any applicable appeal.

V. INVESTIGATIONS AND TERMINATION

The Consultant agrees to cooperate in any investigation or any inquiry by any governmental authority or agency. The New York City Department of Investigation and NYCHA's Office of the Inspector General have the right to require any person dealing with NYCHA to answer questions concerning such dealings, provided that such person is first advised that neither his/her statements nor any information or evidence derived from such statements will be used against him/her in a subsequent criminal prosecution, other than for perjury or contempt arising from such testimony. NYCHA has the right to terminate the Agreement or to take other appropriate action upon the refusal of the Consultant or any of its subconsultants or subcontractors to answer questions in relation to any agreements that the Consultant or any of its subconsultants or subcontractors has with NYCHA, on the condition of immunity described in this Section.

W. CANCELLATION AND DISQUALIFICATION UNDER CERTAIN CIRCUMSTANCES

- (1) If a principal, officer, employee, or a fiduciary of the Consultant who derives a monetary benefit from the Agreement:
 - (a) is called before a grand jury, or any other body that is empowered to compel the attendance of witnesses and examine them under oath; and
 - (b) that person refuses to testify concerning any transaction, contract, subcontract, lease, permit or license entered into with the State of New York, or any political division thereof, or any public authority or municipal housing authority or with any public authority, public department, agency or office of the City of New York, or a political subdivision thereof; and
 - (c) that person continues to refuse to testify after being advised that neither his nor her statement nor any information derived from such statement will be used against that person in that or any subsequent criminal proceeding; then
- (2) NYCHA may, after holding a hearing upon notice to all parties involved:

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- (a) terminate any open NYCHA contracts about which such person has refused to testify, or take other appropriate action, without NYCHA's incurring any penalty or liability for damages because of such termination or action; and
 - (b) disqualify such person, and any entity with which such person is affiliated, from submitting bids for NYCHA contracts, or from entering into any agreement that will be paid in whole or in part out of funds under the control of, or collected by, NYCHA. Such a disqualification shall not exceed five years after such person's refusal to testify.
- (3) In the event of any such termination of an open NYCHA contract, NYCHA will pay the Consultant any money that NYCHA owes the Consultant for work done prior to such termination under the Agreement, subject to adjustment for any credits or deductions for sums owed to NYCHA or to reasonably cover any unsatisfied claims of third parties.

X. CHANGED CIRCUMSTANCES

If, at any time after the execution of the Agreement by the parties, NYCHA is informed of "Changed Circumstances" (as defined in this Section) with regard to the Consultant, and NYCHA, in its sole discretion, determines that under such Changed Circumstances the continuation of the Agreement would be contrary to NYCHA's best interests, then NYCHA, in its sole discretion, may terminate the Agreement upon one calendar day's prior written notice to the Consultant. As used in this Section, the term "**Changed Circumstances**" shall mean: (a) the initiation of any type of investigation by any federal, state or local governmental department, agency, authority or other instrumentality (including by the Office of the Inspector General of NYCHA), or by any federal, state or local prosecutor's office, into any activity or operation of the Consultant or any director, officer, principal shareholder, partner or other principal, subconsultant or subcontractor of the Consultant; or (b) the return of any federal or state grand jury indictment against the Consultant or any director, officer, principal shareholder, partner or other principal, subconsultant or subcontractor of the Consultant; or (c) the filing of any information by any federal, state or local prosecutor charging the Consultant or any director, officer, principal shareholder, partner or other principal, subconsultant or subcontractor of the Consultant with the commission of any felony. In the event of any termination under this Section, the Consultant is entitled to payment as provided under Section T above, entitled "Termination of Agreement for Convenience," except that NYCHA has the right to part or all of any profit that would otherwise be payable under such Section in the event the investigation or indictment pertains, in whole or in part, to the solicitation, award or performance of the Agreement.

Y. DISPUTES

- (1) All claims by the Consultant shall be made in writing and submitted to NYCHA.
- (2) In the event that the Consultant has a dispute with NYCHA under the Agreement, including any claims for damages for the alleged breach thereof which are not disposed of by written agreement, the Consultant must, within 30 calendar days after such dispute has arisen, notify NYCHA in writing of the Consultant's contention and submit its claim, specifying the nature of the claim and the sum claimed. If the dispute arises prior to the performance of the related duties, the written notice must be submitted prior to the commencement of such duties. In any event, the Consultant must proceed diligently with its duties under the Agreement pending final resolution of any request for relief, claim,

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appeal or action arising under the Agreement, and comply with any decision of NYCHA. The Consultant must further proceed in compliance with the written instructions of NYCHA, and such compliance is not deemed to be a waiver of the Consultant's right to pursue its claim, provided it has first given the notice required by this Section.

Z. NEW YORK LAW

The Agreement and performance of it are governed by and are to be construed in accordance with the laws of the State of New York, excluding New York's rules regarding conflicts of laws. Any and all proceedings relating to the subject matter of the Agreement must be maintained in the state courts sitting in the City and County of New York, which courts have exclusive jurisdiction for such purpose. The parties hereby consent to submit themselves to the jurisdiction of such courts with respect to any proceedings arising out of, under or related to the Agreement.

AA. LIMITATION OF ACTIONS; WAIVER OF TRIAL BY JURY

- (1) No action or special proceeding will lie or be maintained by the Consultant, its permitted assignees, designees, successors in interest, or anyone claiming under the Consultant, against NYCHA: (a) based upon any claim arising out of, under or related to the Agreement, or by reason of any act, omission or requirement of NYCHA, unless such action or special proceeding is commenced within one year after the date of final payment under the Agreement; or (b) based upon any claim for monies to be retained for any period after the date of final payment under the Agreement, unless such action or special proceeding is commenced within one year after such monies become due and payable under the terms of the Agreement; or (c) if the Agreement is terminated, rescinded, revoked, annulled, or abandoned under its terms, unless such action or special proceeding is commenced within one year after the date of termination, rescission, revocation, annulment, or abandonment. Nothing in the Agreement is deemed to extend any applicable statute of limitations. The Consultant, its permitted assignees, designees, successors in interest, or anyone claiming under it is not entitled to any additional time to begin anew any other action or special proceeding, if an action or special proceeding commenced within the times specified in this Section is dismissed or discontinued, notwithstanding any provisions in the Civil Practice Law and Rules of the State of New York to the contrary.
- (2) NYCHA and the Consultant agree to, and they each hereby do, waive trial by jury in any action, counterclaim or third party action brought by either of the parties against the other based on any claim or other matter arising out of, under or related to the Agreement; provided, however, that there shall be excepted from the foregoing waiver of trial by jury any action based upon a claim for damages for personal injuries or death.

BB. LIMITATION OF NYCHA'S LIABILITY

In no event will NYCHA be liable for any special, punitive, incidental or consequential damages, including, without limitation, lost profits or lost business opportunity.

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CC. SEVERABILITY

If any provision of the Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions are in no way affected or impaired and the remaining provisions remain in full force and effect, and the invalid, illegal or unenforceable provision will be replaced by a mutually acceptable provision which, being valid, legal and enforceable, comes closest to the intention of the parties underlying the invalid, illegal or unenforceable provision.

DD. MODIFICATION; AMENDMENT OR SUPPLEMENT

The Agreement constitutes the entire agreement between the parties, and any modification, amendment or supplement to the Agreement is not valid or enforceable against either party unless it is in writing and signed by duly authorized officers of both parties.

EE. ARM'S-LENGTH TRANSACTION -- WAIVER OF CONTRA PROFERENTEM RULE

This Agreement has been freely negotiated by both parties. In the event of any controversy, dispute or contest over the meaning, interpretation, validity or enforceability of this Agreement, or any of its terms or conditions, there shall be no inference, presumption or conclusion drawn whatsoever against either party by virtue of that party's having drafted this Agreement or any portion thereof.

FF. NO BRIBE, KICKBACK OR OTHER INDUCEMENT

The Consultant represents to NYCHA and hereby covenants that the Consultant has not and will not engage in any scheme or practice that seeks to solicit, pay or receive as payment, or to deliver to anyone, any sum or thing of value (including, without limitation, the performance of any service) that may constitute or be construed as a bribe, kick-back, or other inducement that in any manner may prejudice NYCHA's interests or compromise the duty owed by anyone to NYCHA. The Consultant acknowledges that NYCHA is relying upon this representation and covenant as a material inducement to enter into this Agreement with the Consultant.

GG. PROHIBITION ON USE OF TROPICAL HARDWOODS

- (1) Tropical hardwoods and tropical hardwood products, as defined in Section 165 of the State Finance Law, must not be obtained or utilized in the performance of the Agreement, except as expressly permitted by the said Section 165.
- (2) Any bid, proposal or other response to a solicitation for bid or proposal that proposes or calls for the use of any tropical hardwood or tropical hardwood product in the performance of the Agreement is non-responsive.

HH. NYCHA'S RIGHT TO WITHHOLD MONEY OUT OF PAYMENTS

If the Services are not performed in strict accordance with the Agreement, or if the services of any other agreement between the Consultant herein and NYCHA are not performed in strict accordance with that agreement's terms, or if NYCHA has a claim against the Consultant for any other reason whatsoever, or if any claim is made against NYCHA, just or unjust (including claims for wrongful death and for injuries to person or property), arising out of or in connection with the

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Agreement or the Consultant's performance of the Services, NYCHA shall have the right to withhold out of any payment, final or otherwise, such sums as NYCHA may deem ample to protect it against delays or loss or to assure the payment of such claims.

II. MINORITY, WOMEN AND SMALL BUSINESS ENTERPRISE INCLUSION

- (1) In furtherance and not in limitation of Section R above, minority-owned, woman-owned, and small business enterprises ("MWSBE") shall be given an equal opportunity by the Consultant to submit proposals to the Consultant for consideration of subcontracting awards in connection with the Agreement since NYCHA is committed to maximizing MWSBE participation in NYCHA's contracting process. If any part of the Services will be subcontracted, the Consultant shall ensure, to the greatest extent possible, that 20% of all firms sought for consideration for award of subcontracts are MWSBE firms.
- (2) For purposes of this Section II, "**Covered Consultant**" shall mean a Consultant whose Agreement has a not-to-exceed amount of \$1,500,000 or more. The Covered Consultant shall:
 - (a) provide written evidence to NYCHA's MWSBE Office of Business Opportunities ("**OBO**") demonstrating compliance with paragraph (1) above in the form of the Subcontractor Outreach Report, which will be provided by NYCHA to the Covered Consultant contemporaneously with the award of the Agreement, and the Covered Consultant agrees to submit this completed report to NYCHA's OBO every January 31 (reporting activity from July 1 through December 31) and July 31 (reporting activity from January 1 through June 30); and
 - (b) attend (i) at least one MWSBE outreach event during the term of the Agreement if such term is for a period of six months up to one year, or (ii) at least two MWSBE outreach events during the term of the Agreement if such term is for a period of more than one year.
- (3) NYCHA's OBO will provide the Consultant with the following information upon request:
 - (a) a listing of MWSBE firms, sorted by commodity and/or service, that can be used by the Consultant in furtherance of fulfilling the requirements in paragraphs (1) and (2)(a) above (as applicable); and
 - (b) information regarding upcoming MWSBE outreach events where the Consultant can network with MWSBE firms seeking to participate in subcontracting opportunities in furtherance of fulfilling the requirements in paragraph (2)(b) above (as applicable).

Note: All Consultants are encouraged to use NYCHA's OBO resources, in addition to other publicly available resources, to identify MWSBE firms for subcontracting opportunities.

- (4) MWSBE means minority-owned, women-owned, and small business enterprises defined as follows:
 - (a) Minority business enterprise means a business that is at least 51% owned by one (1) or more minority group members; or, in the case of a publicly-owned

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business, one (1) in which at least 51% of its voting stock is owned by one (1) or more minority group members, and whose management and daily business operations are controlled by one (1) or more such individuals. For this purpose, minority group members include: (i) Black persons having origins in any of the Black African racial groups; (ii) Hispanic persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American descent of either Indian or Hispanic origin, regardless of race; (iii) Native American or Alaskan native persons having origins in any of the original peoples of North America; (iv) Asian and Pacific Islander persons having origins in any of the Far East countries, Southeast Asia, the Indian subcontinent or the Pacific Islands; and (v) those groups of United States citizens or resident legal aliens designated by the Small Business Administration or any group designated by the Secretary of the United States Department of Housing and Urban Development.

- (1) Women business enterprise means a business that is at least 51% owned by one or more women who are United States citizens or resident legal aliens; or, in the case of publicly-owned businesses, one (1) in which at least 51% of the stock is owned by one (1) or more women who are United States citizens or resident legal aliens, and whose management and daily operations of the business are controlled by one (1) or more such women.
- (b) Small business enterprise means a business that is owned by one (1) or more persons who are United States citizens or resident legal aliens, with a place of business located in the United States, operates primarily within the United States and is sized consistently with the requirements set forth in 13 CFR Section 121.201, which defines size standards for small businesses, based on either annual receipts or the number of employees.

JJ. CHANGES

- (1) NYCHA may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this Agreement in the Services to be performed or supplies to be delivered.
- (2) If any such change causes an increase or decrease in the hourly rate, the Maximum Fee/Not-to-Exceed Amount, or the time required for performance of any part of the Services, whether or not changed by the order, or otherwise affects the conditions of this Agreement, NYCHA shall make an equitable adjustment in the Maximum Fee/Not-to-Exceed Amount, the hourly rate, the delivery schedule, or other affected terms, and shall modify this Agreement accordingly.
- (3) The Consultant must assert its right to an equitable adjustment under this Section JJ within 30 days from the date of receipt of the written order. However, if NYCHA decides that the facts justify it, NYCHA may receive and act upon a proposal submitted before final payment of this Agreement.
- (4) Failure to agree to any adjustment shall be a dispute under Section Y of these NYCHA General Terms and Conditions. However, nothing in this Section JJ shall excuse the Consultant from proceeding with the Agreement as changed.

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- (5) No Services for which an additional cost or fee will be charged by the Consultant shall be furnished without the prior written consent of NYCHA.

KK. ORGANIZATIONAL CONFLICTS OF INTEREST

- (1) The Consultant warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of the Services under this Agreement and the Consultant's organizational, financial, contractual or other interests are such that:
- (a) award of this Agreement may result in an unfair competitive advantage; or
 - (b) the Consultant's objectivity in performing the Services may be impaired.
- (2) The Consultant agrees that if after award it discovers an organizational conflict of interest with respect to this Agreement or any task/delivery order under this Agreement, the Consultant shall make an immediate and full disclosure in writing to NYCHA which shall include a description of the action which the Consultant has taken or intends to take to eliminate or neutralize the conflict. NYCHA may, however, terminate this Agreement or task/delivery order for the convenience of NYCHA if it would be in the best interest of NYCHA.
- (3) In the event the Consultant was aware of an organizational conflict of interest before the award of this Agreement and intentionally did not disclose the conflict to NYCHA, NYCHA may terminate this Agreement for default (i.e., Other Than Convenience).
- (4) The terms of this Section KK shall be included in all subcontracts and consulting agreements wherein the work to be performed is similar to the Services provided by the Consultant. The Consultant shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.

LL. CONSULTANT'S STATUS

It is understood that the Consultant is an independent contractor and is not to be considered an employee of NYCHA, or assume any right, privilege or duties of an employee, and shall save harmless NYCHA and its Members, officers, and employees from claims, suits, actions and costs of every description resulting from the Consultant's activities on behalf of NYCHA in connection with this Agreement.

MM. OTHER CONSULTANTS

NYCHA may undertake or award other contracts for additional work at or near the site(s) of the Services to be performed under this Agreement. The Consultant shall fully cooperate with the other consultants and with NYCHA and HUD employees and shall carefully adapt scheduling and performing the Services under this Agreement to accommodate the additional work, heeding any direction that may be provided by NYCHA. The Consultant shall not commit or permit any act that will interfere with the performance of work by any other consultant

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or NYCHA employee.

NN. LIENS

The Consultant is prohibited from placing a lien on NYCHA's property. This prohibition shall apply to all subcontractors.

OO. PROCUREMENT OF RECOVERED MATERIALS

- (1) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Consultant shall procure items designated in guidelines of the Environmental Protection Agency (the "EPA") at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Consultant shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Consultant determines that such items: (i) are not reasonably available in a reasonable period of time; (ii) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (iii) are only available at an unreasonable price.
- (2) Section OO(1) shall apply to items purchased under this Agreement where: (i) the Consultant purchases in excess of \$10,000 of the item under this Agreement; or (ii) during the preceding Federal fiscal year, the Consultant: (A) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (B) purchased a total of in excess of \$10,000 of the item both under and outside that contract.

PP. LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS

- (1) Definitions. As used in this clause:

"Agency", as defined in 5 U.S.C. 552(f), includes Federal executive departments and agencies as well as independent regulatory commissions and Government corporations, as defined in 31 U.S.C. 9101(1).

"Covered Federal Action" means any of the following Federal actions:

- (i) the awarding of any Federal contract;
- (ii) the making of any Federal grant;
- (iii) the making of any Federal loan;
- (iv) the entering into of any cooperative agreement; and,
- (iv) the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

Covered Federal action does not include receiving from an agency a commitment providing for the United States to insure or guarantee a loan.

"Indian tribe" and "tribal organization" have the meaning provided in section 4 of the

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Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B). Alaskan Natives are included under the definitions of Indian tribes in that Act.

"Influencing or attempting to influence" means making, with the intent to influence, any communication to or appearance before 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 any covered Federal action.

"Local government" means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer or employee of an agency" includes the following individuals who are employed by an agency:

- (i) An individual who is appointed to a position in the Government under title 5, U.S.C., including a position under a temporary appointment;
- (ii) A member of the uniformed services as defined in section 202, title 18, U.S.C.;
- (iii) A special Government employee as defined in section 202, title 18, U.S.C.; and,
- (iv) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, appendix 2.

"Person" means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit or not for profit. This term excludes an Indian tribe, tribal organization, or other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Recipient" includes all contractors, subcontractors at any tier, and subgrantees at any tier of the recipient of funds received in connection with a Federal contract, grant, loan, or cooperative agreement. The term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed" means, with respect to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, an officer or employee who is employed by such person for at least 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract, grant, loan, or cooperative agreement. An officer or employee who is employed by such person for less than 130 working days within one year immediately preceding the date of submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State" means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and a multi-State, regional, or interstate entity having

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governmental duties and powers.

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(2) Prohibition.

(i) Section 1352 of title 31, U.S.C. provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay 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 any of the following covered Federal actions: 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.

(ii) The prohibition does not apply as follows:

(1) Agency and legislative liaison by Own Employees.

(a) The prohibition on the use of appropriated funds, in paragraph (i) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, if the payment is for agency and legislative activities not directly related to a covered Federal action.

(b) For purposes of paragraph (2)(ii)(1)(a) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

(c) The following agency and legislative liaison activities are permitted at any time only where they are not related to a specific solicitation for any covered Federal action:

(1) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and,

(2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action:

(1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

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- (2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and
- (3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507 and other subsequent amendments.
- (e) Only those activities expressly authorized by subdivision (2)(ii)(1)(a) of this clause are permitted under this clause.
- (2) Professional and technical services.
 - (a) The prohibition on the use of appropriated funds, in subparagraph (2)(i) of this clause, does not apply in the case of-
 - (i) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.
 - (ii) Any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.
 - (b) For purposes of subdivision (2)(ii)(2)(a) of clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline.
 - (c) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.

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- (d) Only those services expressly authorized by subdivisions (2)(ii)(2)(a)(i) and (ii) of this section are permitted under this clause.
- (iii) Selling activities by independent sales representatives.
- (3) The prohibition on the use of appropriated funds, in subparagraph (2)(i) of this clause, does not apply to the following selling activities before an agency by independent sales representatives, provided such activities are prior to formal solicitation by an agency and are specifically limited to the merits of the matter:
 - (i) Discussing with an agency (including individual demonstration) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and
 - (ii) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.
- (4) Agreement. In accepting any contract, grant, cooperative agreement, or loan resulting from this solicitation, the person submitting the offer agrees not to make any payment prohibited by this clause.
- (5) Penalties. Any person who makes an expenditure prohibited under paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.
- (6) Cost Allowability. Nothing in this clause is to be interpreted to make allowable or reasonable any costs which would be unallowable or unreasonable in accordance with Part 31 of the Federal Acquisition Regulation (FAR), or OMB Circulars dealing with cost allowability for recipients of assistance agreements. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any of the provisions of FAR Part 31 or the relevant OMB Circulars.

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ATTACHMENT 1

NYCHA INSURANCE REQUIREMENTS

COVERAGE TYPE	MINIMUM LIMITS	FORMS & REQUIRED ENDORSEMENTS
Workers' Compensation/ Employer's Liability	Workers' Compensation: Statutory for the State of New York Minimum Employer's Liability: \$1,000,000 Each Employee \$1,000,000 Each Accident \$1,000,000 Policy Limit	Form: As required in the State of New York Endorsements: Waiver of Subrogation Primary & Non-Contributory Clause
Commercial General Liability	\$1,000,000 per Occurrence \$2,000,000 General Aggregate \$2,000,000 Products/Completed Operations \$1,000,000 Personal/Advertising Injury \$5,000 Medical Expense	Form: General Liability Form ISO CG 00 01 or equivalent Endorsements: Additional Insured ISO Form CG2010 and CG2037 or their equivalents Waiver of Subrogation Primary & Non-Contributory Clause Severability of Interest Clause
Business Auto Liability	\$1,000,000 Combined Single Limit	Form: Business Auto Form CA 00 01 or equivalent Coverage to be applicable to Owned, Non-Owned & Hired Autos Endorsements: Additional Insured ISO Form CA2048 or its equivalent Waiver of Subrogation Primary & Non-Contributory Clause Severability of Interest Clause
Professional (Errors & Omissions) Liability	\$1,000,000 Each Claim \$2,000,000 Aggregate	Form: Claims-made form Optional 3-year Extended Reporting Period Endorsements: Primary & Non-Contributory Clause Severability of Interest Clause

***** End of Exhibit L *****

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EXHIBIT M: DICTIONARY

Addendums: Documentation of any change to the Contract Documents during the procurement period for the Construction Contract(s). The Addendum format includes, at a minimum, project name, AE contact information, NYCHA contact information, description of reason for the addendum, changes to prior addenda, changes to procurement requirements, changes to contracting requirements, changes to specifications, changes to drawings.

Bulletins: Documentation of any change to the Contract Documents after the procurement period for the Construction Contract(s). The Addendum format includes, at a minimum, project name, AE contact information, NYCHA contact information, description of reason for the addendum, changes to prior addenda, changes to procurement requirements, changes to contracting requirements, changes to specifications, changes to drawings.

Construction Contractors (CCs): Prime contractors that have a contractual obligation to either supply and/or install physical elements for the Project.

Construction Phase Services: Level of effort provided by the consultant (the AE for purposes of this RFP) to assist, consult, and management of the delivery of the physical elements in place on the project, including but not limited to site visit and reports, addressing requests for information, submittal reviews, estimates, and Bulletins.

Constructability Review: A professional service that is a process that utilizes construction personnel with extensive construction knowledge early (starting at least at the completion of design development CDs and throughout the design of 100% CDs.) in the design stages of projects to ensure that the projects are buildable, while also being cost-effective, biddable, and maintainable. The process provides detailed analysis of the Contract Documents for completeness and to confirm that they are biddable and buildable with respect to local standards, interpretation, assumptions, logistics, and site conditions. Tasks include but are not limited to the following:

- Reviewing plans and specifications to assess the ease or difficulty of constructing the proposed design with recommendations for practical changes.
- Reviewing documents for any observed inconsistencies.
- Making recommendations for specification changes when the proposed specifications are likely to limit competition or cause excessive delays in delivery.
- Reviewing documents for completeness. Comprehensive and accurate documentation results in more responsive and complete bids.

Construction Manager (CMa): Construction Manager as Agent to the Owner. Construction Cost Management is a fee-based service in which the Construction Manager (CM) is responsible exclusively to the owner and acts in the owner's interests at every stage of the project. The construction manager offers advice, uncolored by any conflicting interest, on matters such as: Optimum use of available funds; Control of the scope of the work; Project scheduling; Optimum use of design and construction firms' skills and talents; Avoidance of delays, changes and disputes; Enhancing project design and construction quality; Optimum flexibility in contracting and procurement; and Cash flow management. The CMa has no legal privity with contractors. The Owner holds the privity with the Construction Contractors when using a CMa.

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Contract Documents (“CD”): The drawings, specifications, scope of work, and scope of services, developed by the Owner, AE, and other consultants for the purposes of construction and delivering a turnkey project.

Design Phase Services: Level of effort provided by the consultant (the AE for purposes of this RFP) to assist, supervise/manage, consult, and deliver expertise, documents, reviews, estimations through the completion of the contract documents.

Design Phase Submissions: The intermediate packages of Construction Documents that are required from the AE under this contract.

ePM Collaboration Systems: Any computer based system that is utilized through the web for project management work flow, collaboration and documentation of a project.

Owner: NYCHA for all intents and purposes is assumed to be the Owner.

Post-Construction Phase Services: Level of effort provided by the consultant (the AE for purposes of this RFP) to assist, supervise/manage, consult, and deliver the close out documents of the Project.

Prime-Contractor: Any entity that holds privity with the Owner.

Privity: Legal term for a close, mutual, or successive relationship to the same right of property or the power to enforce a promise or warranty. The obligation that is in a form of a contract between two parties.

Procurement Phase Services: Level of effort provided by the consultant (the AE for purposes of this RFP) to assist, consult, and deliver expertise, reviews, Contract Documents clarifications, Addendums, estimations through the completion of the contract documents.

Project: (*Comprehensive Improvements to Mitchel Houses, The Bronx*) The collaborative enterprise, involving the asset’s need recognition, feasibility analysis, budgeting, development, design, management, delivery and turnover of the asset to the Owner.

Sub-Consultant: Any entity that holds privity with a Consultant or other Sub-Consultant. (Note: there may be multiple levels of subs-consultants where a sub-consultant hires another sub-consultant to perform work packages. The privity however is carried only between the two parties contracted to one another.)

Sub-Contractor: Any entity that holds privity with a Prime-Contractor or other Sub-Contractor. (Note: there may be multiple levels of subs-contractors where a sub-contractor hires another sub-contractor to perform work packages. The privity however is carried only between the two parties contracted to one another.)

Work Day: Any calendar day in the project schedule where a task can be scheduled with Resources. Work Days for scheduling purposes are Monday through Friday with the exception of the following Holidays recognized by NYCHA: New Years Day, Martin Luther King Jr. Day, Washington’s Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Election Day, Veterans Day, Thanks Giving Day, Christmas Day.

Value Engineering: A professional service that is a process that utilizes construction and design personnel with extensive construction knowledge early (starting at least at the completion of design development CDs and throughout the design of 100% CDs.) in the design stages of projects to systematically improve the "value" of goods (in terms of both front end and end use with life cycle cost

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analysis) or products and services by using an examination of function. It is considered a quantitative method similar to the scientific method, which focuses on hypothesis-conclusion approaches to test relationships, and operations research, which uses model building to identify predictive relationships. The end result is making recommendations for the use of more cost-effective alternative materials, design details, means and methods, and logistics.

***** End of Exhibit M *****

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EXHIBIT N: BID PROPOSAL FACE SHEET

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BID/PROPOSAL FACE SHEET

ALL VENDORS MUST COMPLETE AND SUBMIT A BID/PROPOSAL FACE SHEET FOR CONTRACT BIDS OF MORE THAN \$10,000 AS PART OF THE BID/PROPOSAL SUBMISSION.

DEPARTMENT/DEVELOPMENT _____	
BID/CONTRACT NUMBER _____	CONTRACT FOR: _____
BUSINESS APPLICANT NAME _____	TAX ID NUMBER _____
D/B/A OR TRADE NAME (If Any): _____ BUSINESS ADDRESS: _____ MAILING ADDRESS (If Different): _____ REMIT TO ADDRESS (If Different): _____ TELEPHONE #: _____ CELL PHONE #: _____ FAX #: _____ WEBSITE: _____ CONTACT PERSON: _____ TITLE: _____ E-MAIL ADDRESS: _____	
<p>IT IS THE POLICY OF THE NEW YORK CITY HOUSING AUTHORITY (NYCHA) TO ENSURE THAT ALL BUSINESSES HAVE AN EQUAL OPPORTUNITY TO PARTICIPATE IN ALL ASPECTS OF NYCHA'S PROCUREMENT OF GOODS AND SERVICES WITHOUT REGARD TO THE RACE, COLOR, RELIGION, MILITARY SERVICE, NATIONAL ORIGIN, SEX, AGE, DISABILITY, MARITAL STATUS OR SEXUAL ORIENTATION OF THE OWNERS, PARTNERS OR STOCKHOLDERS. FURTHER, NYCHA IS COMMITTED TO ACHIEVE MAXIMUM PARTICIPATION OF MINORITY, WOMEN, AND SMALL BUSINESS ENTERPRISES (MWSBEs) IN NYCHA'S PROCESS OF AWARDING CONTRACTS FOR GOODS AND SERVICES.</p>	
<input type="checkbox"/> PLEASE CHECK HERE IF THE FOLLOWING DOES NOT APPLY TO YOUR BUSINESS.	
1. IS THIS BUSINESS AT LEAST FIFTY-ONE (51%) OWNED, CONTROLLED AND OPERATED BY (or in the case of a publicly owned business at least fifty-one percent (51%) of the stock is owned by) CITIZENS OR PERMANENT RESIDENT ALIENS WHO ARE (Please Check All That Apply):	
<input type="checkbox"/> ASIAN / PACIFIC - ASIAN AND PACIFIC ISLANDER AMERICAN PERSONS HAVING ORIGINS IN ANY OF THE FAR EAST COUNTRIES, SOUTH EAST ASIA, THE INDIAN SUBCONTINENT OR THE PACIFIC ISLANDS	<input type="checkbox"/> HISPANIC - HISPANIC PERSONS OF MEXICAN, PUERTO RICAN, DOMINICAN, CUBAN, CENTRAL OR SOUTH AMERICAN DESCENT, OF EITHER INDIAN OR HISPANIC ORIGIN, REGARDLESS OF RACE
<input type="checkbox"/> BLACK - BLACK PERSONS HAVING ORIGINS IN ANY OF THE BLACK AFRICAN RACIAL GROUPS	<input type="checkbox"/> NATIVE AMERICAN - NATIVE AMERICAN OR ALASKAN NATIVE PERSONS HAVING ORIGINS IN ANY OF THE ORIGINAL PEOPLES OF NORTH AMERICA
<input type="checkbox"/> HASIDIC JEWS	<input type="checkbox"/> WOMEN
2. CERTIFIED AS MBE, WBE, SBE OR RESIDENT OWNED BUSINESS: IS THIS BUSINESS CERTIFIED AS ANY OF THE FOLLOWING TYPES OF BUSINESS ENTERPRISE BY A GOVERNMENT AGENCY OR AUTHORITY? IF YES, ATTACH COPIES OF ALL SUCH CERTIFICATIONS.	
MINORITY - OWNED BUSINESS ENTERPRISE (MBE) <input type="checkbox"/> YES <input type="checkbox"/> NO	SMALL BUSINESS ENTERPRISE (SBE) <input type="checkbox"/> YES <input type="checkbox"/> NO
WOMEN - OWNED BUSINESS ENTERPRISE (WBE) <input type="checkbox"/> YES <input type="checkbox"/> NO	NYC HOUSING AUTHORITY RESIDENT OWNED BUSINESS <input type="checkbox"/> YES <input type="checkbox"/> NO
PRINT NAME OF BUSINESS REPRESENTATIVE COMPLETING THIS FORM: _____	
TITLE: _____	
SIGNATURE: _____ DATE COMPLETED: _____	



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EXHIBIT O: ACKNOWLEDGEMENT OF ADDENDA

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ACKNOWLEDGEMENT OF ADDENDA

(Must be placed with Technical Proposal)

Complete Part I or Part II as applicable

PART I

ADDENDUM	#1,	DATED _____
ADDENDUM	#2,	DATED _____
ADDENDUM	#3,	DATED _____
ADDENDUM	#4,	DATED _____
ADDENDUM	#5,	DATED _____
ADDENDUM	#6,	DATED _____
ADDENDUM	#7,	DATED _____

LIST FURTHER ADDENDA AND DATES RECEIVED:

PART II

_____ NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS RFP

PROPOSER'S NAME: _____

AUTHORIZED REPRESENTATIVE SIGNATURE: _____

PRINTED NAME: _____

DATE: _____

***** End of Exhibit O *****

NEW YORK CITY HOUSING AUTHORITY

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EXHIBIT P: PROPERTY DATA AND SITE DIAGRAM

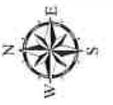
**New York City
Housing Authority
Ocean Bay Apartments
(Bayside)**



275 137.5 0 275 Feet

Legend

- NYCHA Tax Lot Boundary
- NYCHA Buildings with Building & Address Numbers
- Water
- Parks and Open Space
- Streets
- Buildings
- Entrance



ALMEDA AV 51-11
51-49
51-45
51-15
54-09
54-41
54-49
54-75

BCH 51 ST

BCH 54 ST

BCH 58 ST

BCH 49 ST

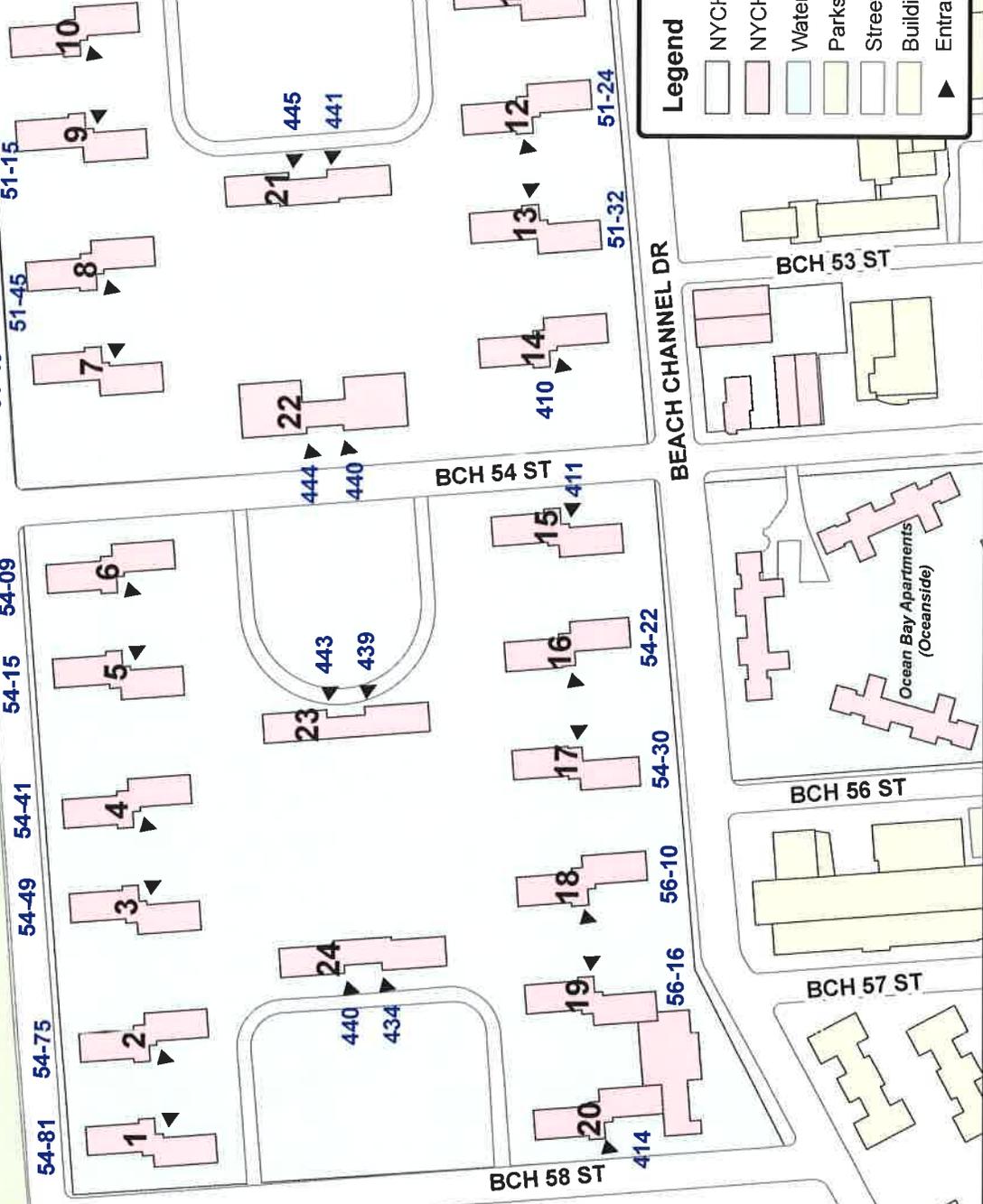
BCH 53 ST

BCH 56 ST

BCH 57 ST

BCH CHANNEL DR

Ocean Bay Apartments
(Oceanside)



OCEAN BAY APARTMENTS (BAYSIDE)

BLDG#	BIN #	M	SH#	ADDRESS	ZIP CODE	BLOCK	LOT	AMP#	FACILITY
1	4436447	M	001	54-81 ALMEDA AVENUE	11692	16002	1	NY005010980	
2	4436446	M	002	54-75 ALMEDA AVENUE	11692	16002	1	NY005010980	
3	4436445	M	003	54-49 ALMEDA AVENUE	11692	16002	1	NY005010980	
4	4436444	M	004	54-41 ALMEDA AVENUE	11692	16002	1	NY005010980	
5	4436443	M	005	54-15 ALMEDA AVENUE	11692	16002	1	NY005010980	
6	4436456	M	006	54-09 ALMEDA AVENUE	11692	16002	1	NY005010980	
7	4436435	M	007	51-49 ALMEDA AVENUE	11691	16001	2	NY005010980	
8	4436434	M	008	51-45 ALMEDA AVENUE	11691	16001	2	NY005010980	
9	4436433	M	009	51-15 ALMEDA AVENUE	11691	16001	2	NY005010980	
10	4436442	M	010	51-11 ALMEDA AVENUE	11691	16001	2	NY005010980	
11	4436438	M	011	409 BEACH 51ST STREET	11691	16001	2	NY005010980	
12	4436440	M	012	51-24 BEACH CHANNEL DRIVE	11691	16001	2	NY005010980	
13	4436441	M	013	51-32 BEACH CHANNEL DRIVE	11691	16001	2	NY005010980	
14	4436438	M	014	410 BEACH 54TH STREET	11692	16001	2	NY005010980	
15	4440393	M	015	411 BEACH 54TH STREET	11692	16002	1	NY005010980	
16	4436451	M	016	54-22 BEACH CHANNEL DRIVE	11692	16002	1	NY005010980	
17	4436452	M	017	54-30 BEACH CHANNEL DRIVE	11692	16002	1	NY005010980	
18	4436453	M	018	56-10 BEACH CHANNEL DRIVE	11692	16002	1	NY005010980	
19	4436454	M	019	56-16 BEACH CHANNEL DRIVE	11692	16002	1	NY005010980	HOPE VI OFFICE
20	4436449	M	020	414 BEACH 58TH STREET	11692	16002	1	NY005010980	
20	4436455		020	57-10 BEACH CHANNEL DRIVE	11692	16002	1	NY005010980	COMMUNITY CENTER
21	4436437	M	021	441 BEACH 51ST STREET	11691	16001	2	NY005010980	
21	4436437	M	022	445 BEACH 51ST STREET	11691	16001	2	NY005010980	
22	4436439		023	430 BEACH 54TH STREET	11692	16001	2	NY005010980	DEVELOPMENT MAINTENANCE OFFICE
22	4436439		023	434 BEACH 54TH STREET	11692	16001	2	NY005010980	DEVELOPMENT MANAGEMENT OFFICE/ROOFTOP LEASE LOCATION
22	4436439	M	023	440 BEACH 54TH STREET	11692	16001	2	NY005010980	HOPE VI CAD OFFICE
22	4436439	M	024	444 BEACH 54TH STREET	11692	16001	2	NY005010980	BOILER
23	4436448	M	025	439 BEACH 54TH STREET	11692	16002	1	NY005010980	
23	4436448	M	026	443 BEACH 54TH STREET	11692	16002	1	NY005010980	
23	4436448		026	447 BEACH 54TH STREET	11692	16002	1	NY005010980	LAUNDRY ROOM
24	4436450	M	027	434 BEACH 58TH STREET	11692	16002	1	NY005010980	
24	4436450	M	028	440 BEACH 58TH STREET	11692	16002	1	NY005010980	

NOTE:

BLDG# = Building #

SH# = Stairhall # (Account # for FHA)

M = Residential Mailing Address

BIN# = Building Identification Number

AMP# = Abbreviation for Asset Management Project (AMP) Numbers

Revised as of 03/31/2011

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EXHIBIT Q: SUBMISSION APPROVAL STAMP

Shop drawings, material samples, catalogue cuts and items exhibited in mock-ups for conformance with the Contract Documents after being reviewed by the Consultant must carry the approval designation and text of the stamp below:

NOTICE: The approval of this sample, drawing or details shall not relieve the Contractor from responsibility for deviations from the Contract Drawings or Specifications, unless he has in writing called the attention of the Consultant and NYCHA to such deviations, at the time of submission, nor shall it relieve the Contractor from responsibility for error of any sort in this drawing of detail.	
<input type="checkbox"/> APPROVED	<input type="checkbox"/> CORRECT AND RESUBMIT
<input type="checkbox"/> APPROVED AS NOTED	<input type="checkbox"/> REJECTED
Consultant's Name: _____	
Consultant's Address: _____	

***** End of Exhibit Q *****

NEW YORK CITY HOUSING AUTHORITY

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EXHIBIT S: EXISTING DRAWINGS

*Successful Proposer will have access to NYCHA Contract Documents Viewing and Retrieval
System (QWEB)*

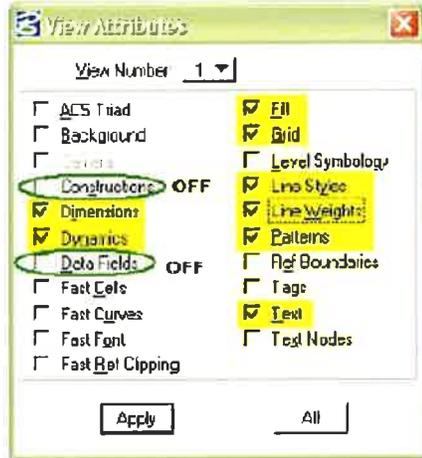
***** End of Exhibit S *****

NEW YORK CITY HOUSING AUTHORITY

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**EXHIBIT T: GENERAL INSTRUCTION TO CONSULTANT/CONTRACTORS FOR
THE PREPARATION / SUBMISSION OF MICROSTATION CONTRACT
DOCUMENTS & AS-BUILTS**

- View attributes shall be turned ON. (See below).



Text:

1. All final text documents shall be correctly edited and submitted in a clear, legible form, acceptable to the Authority, typed on one side only, on 8 1/2" x 11" white bond paper, properly collated and ready for photocopying or other direct machine producing process. The electronic files shall be housed in a folder entitled "BidSet/Book/Specs" and submitted on CD in two formats:
 - Microsoft® (.doc) Word (97 or above)
 - Adobe® Acrobat (.PDF) (Acrobat PDF Writer driver required)

Any other information (i.e. Digital photos; Presentation drawings; cost estimates; correspondence; raster files; bulletins, etc.) that is not part of the Contract Documents shall be housed in a folder entitled "Misc".

Consultants shall request from the Office of Design (via Project Administrator) a set of the Authority's "seed" files, font resource file, level macro files³ and use the following directory tree structure format for filing the aforementioned data.

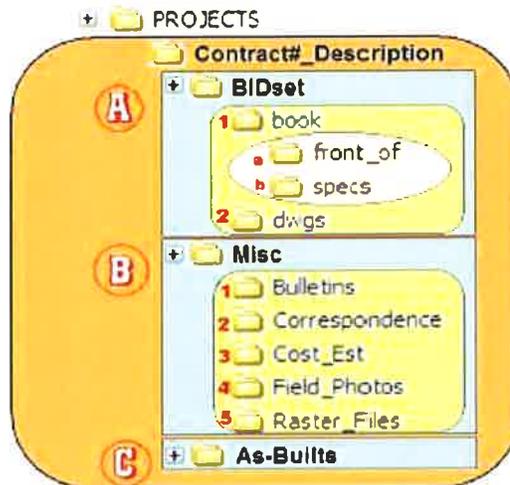
NEW YORK CITY HOUSING AUTHORITY

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GENERAL INFORMATION

Anatomy of a Capital Projects Contract

Contract Template Directory Structure



The basic (minimal) breakdown of a typical contract is made up of three sub-folders.

- A. BIDset** - The complete package of the Contract Documents which go out to bid. It consists of the
 - 1. **Book** - The entire contract book which includes:
 - a. **Front_of** (includes the cover; General Conditions; FOP; Bid Bond, etc.)
 - b. **Specs** (Scope of work and all required specifications)
 - 2. **Dwgs** (only the drawing files that will go to bid; may include Raster files)
- B. Misc** - Important information but not part of the Contract Documents. It consists of but not limited to...
 - 1. **Bulletins**
 - 2. **Correspondence** (eMails; memos; notes, etc.)
 - 3. **Cost_Est** (cost estimates)
 - 4. **Field_Photos** (digital or scanned pictures)
 - 5. **Raster_Files** (scanned or QWEB [TG4, CIT] drawings that are used on a temporary basis)
- C. As-Builts** - (Plans & specifications appropriately marked or otherwise denoted to clearly show all changes to the work that occurred during construction).³

The directory structure above shall apply to all contracts. Starting from "Contract#_...".

NEW YORK CITY HOUSING AUTHORITY

Request for Proposals for Architectural and Engineering Services for
Sandy Resiliency & Renewal Program @ Ocean Bay (Bayside), Queens October 29, 2014

File Naming Convention

All NYCHA (Capital Projects) drawing files shall be named accordingly. In this format, underscores are used as separators.

X###_DrawingName_2ndDescriptor.dgn

- X** = A single letter describing a Major Discipline Group.
Seven major groups are defined:
- | | |
|---|--|
| A | Architecture, Interiors, and Facilities Management |
| S | Structural |
| M | Mechanical / HVAC |
| P | Plumbing |
| F | Fire Protection |
| E | Electrical |
| L | Landscape Architecture / Site Work |
- ###** = Three numerals indicating the drawing number.
"000" will be for cover/title sheets or index sheets.
For single digit sheets always start with "00". (i.e. 007_Grading.dgn).
- _ [underscore]** = Separator (no space).
- DrawingName** = Drawing Title. Abbreviate titles as best as possible without compromising legibility.
- _ [underscore]** = Separator (no space).
- 2ndDescriptor** = to further expand-on or support the DrawingName (when necessary only).

Notes:

1. Limit filenames to twenty-two characters plus the extension.
 - i.e. 123456789_123456789_12.dgn
2. No special characters in filenames
 - @; #; \$; %; *; &; etc...
3. 'AS-BUILT' drawing filenames shall receive the acronym "AB". It is to be inserted immediately after the drawing number.
 - i.e. S409AB_StructDetails.dgn

NEW YORK CITY HOUSING AUTHORITY

Request for Proposals for Architectural and Engineering Services for
Sandy Resiliency & Renewal Program @ Ocean Bay (Bayside), Queens October 29, 2014

Additional Reference Information (Endnotes)

¹ Isolate each drawing into its own DGN file.

Each discipline's master plans (i.e. floor plans, site plans, HVAC plans, foundation plans, etc.) shall be constructed within a single DGN file using the Office of Design level structure¹ for that respective discipline.

All drawing data files should be properly named.

(i.e.: A000_CoverSheet.dgn
A001_Demolition_Bldg4.dgn
A101_FirstFloorPlan.dgn
A210_ReflectdClng_8thFl.dgn
E001_ElecSitePlan.dgn
E001_ElecSitePlan.tg4 (see note)
S110_ColumnGrid_Bldg23.dgn
L015_GradingPlan_West.dgn)

Note: When a raster file is linked, attached or associated with a DGN file in any way it should have the same exact name as the parent DGN file. The only difference is the extension of the respective files.

All drawing data should be reviewed (red-lined) for proper and coherent representation. Any graphic data that is not within the confines of the sheet border should either be saved as separate file(s) into the "Misc" folder or be deleted entirely. Any other graphic information, which is required but will not be part of the final "Mylar" drawing, should be referenced in. All Reference file data that is pertinent to the Active file shall be "merged" or copied-in. Any irrelevant Reference data should be detached.

² All new design files will have in their title blocks Enter_Data Fields.

These are text holders into which you enter regular text at a future date.

DO NOT DELETE these "underbars". Any unused *Enter_Data Fields* will be turned off at the completion of the job just prior to QWEB Archiving and print submission.

NOTE: An enter data field can hold only as many characters as there are underbars.
If the input exceeds the number of underbars, the text is truncated.

A more efficient approach to filling in multiple enter data fields is to use the *Auto Fill in Enter_Data Field* tool. This tool identifies any empty data fields in a selected view.

- Enter a datapoint on a selected window.
- The Text Editor window opens and as you enter text, the enter data fields will be highlighted in the order in which they were placed.
- Press <Enter> after each input.

TIP: There are two ways to empty an enter data field:

1. Select the *Fill in Single Enter_Data Field*. Identify the enter data field you wish to empty, press the space bar and press <Enter>.
2. Select the *Copy Enter_Data Field* tool. Identify an empty enter data field as the source field, and then identify the data field you wish to clear. Because an enter data field will plot, it is usually desirable to turn off the display (in View Attributes) of the underbars before plotting.

Note that the enter data fields have predefined text sizes, fonts, color and level. These are standards and are not to be changed. The same applies to the sheet border, title block line work and logo.

³ For instructions on these please contact the CADD Support Administrator.

⁴ Users can create as many sub-directories within the "Misc" folder as required

⁵ Refer to Notes in "File Naming Convention" section.

NEW YORK CITY HOUSING AUTHORITY

Request for Proposals for Architectural and Engineering Services for
Sandy Resiliency & Renewal Program @ Ocean Bay (Bayside), Queens October 29, 2014

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E001_ElecSitePlan.tg4 (see note)
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Note that the enter data fields have predefined text sizes, fonts, color and level. These are standards and are not to be changed. The same applies to the sheet border, title block line work and logo.

³ For instructions on these please contact the CADD Support Administrator.

⁴ Users can create as many sub-directories within the "Misc" folder as required

⁵ Refer to Notes in "File Naming Convention" section.

Edgar R. Cabralcs, RLA - CADD Support Administrator - Rm 8-208 - 212.306.8040

- 5 -

*** End of Exhibit T ***

NEW YORK CITY HOUSING AUTHORITY

Request for Proposals for Architectural and Engineering Services for

Sandy Resiliency & Renewal Program @ Ocean Bay (Bayside), Queens October 29, 2014

**EXHIBIT U: HURRICANE SANDY CDBG –
DR APPENDICES**

HURRICANE SANDY CDBG-DR APPENDIX

NOTICE

THIS DOCUMENT CONTAINS CONDITIONS FOR USE WITH PROCUREMENT CONTRACTS AND SUBRECIPIENT AGREEMENTS, ALONG WITH APPENDIX B, WHICH PROVIDE FOR AN ELIGIBLE ACTIVITY FUNDED IN WHOLE OR IN PART BY CDBG-DR FUNDS APPROPRIATED PURSUANT TO THE DISASTER RELIEF APPROPRIATIONS ACT OF 2013 (P.L. 113-2). IT MUST BE ANNEXED TO ALL SUCH CONTRACTS ALONG WITH A LINK TO HUD DOCKET NO. FR056960-N-01 (MAR. 5, 2013) AND APPENDIX B, AND EXPRESSLY MADE A PART OF, AND INCORPORATED BY REFERENCE INTO THOSE CONTRACTS.

ARTICLE 1. DEFINITIONS

The definitions in Article 1 of Appendix B apply to this Hurricane Sandy CDBG-DR Appendix.

ARTICLE 2. ADMINISTRATIVE CAP

Pursuant to the Disaster Relief Appropriations Act of 2013 (P.L. 113-2) and Section VI(A)(10)(b) of HUD Docket No. FR056960-N-01, attached, a Subrecipient shall not be reimbursed for general administration costs that exceed five percent.

ARTICLE 3. FLOOD INSURANCE

Subrecipients shall implement procedures and mechanisms to ensure that assisted property owners comply with all flood insurance requirements set forth in Section VI(B)(31) of HUD Docket No. FR056960-N-01.

ARTICLE 4. CIVIL RIGHTS REQUIREMENTS

Subrecipients shall comply with all civil-rights related requirements, pursuant to 24 CFR § 570.503(b)(5).

ARTICLE 5. RELIGIOUS ORGANIZATIONS

In addition to the provisions in Article 2(m)(iv) of Appendix B, which cover a religious or denominational institution or organization operated for religious purposes which is supervised or controlled by or in connection with a religious or denominational institution or organization, payment may be authorized for a portion of eligible rehabilitation or construction costs attributable to the non-religious use of a facility that is not used exclusively for religious purposes, pursuant to Section VI(A)(4)(c) of HUD Docket No. FR056960-N-01.

ARTICLE 6. QUARTERLY REPORTS

The reports required by Article (5)(b) of Appendix B shall be provided by the Contractor or Subrecipient to the City on a quarterly basis, pursuant to Section VI(A)(2)(e) of HUD Docket No. FR056960-N-01.

ARTICLE 7. CONSTRUCTION STANDARDS

The Contractor or Subrecipient shall comply with the construction standards concerning energy efficiency set forth in section VI(A)(1)(a)(5) of HUD Docket No. FR-5696-N-01.

ARTICLE 8. PROGRAM INCOME

To the extent deemed necessary by the City, the Program Income provisions set forth in Article 2(1) of Appendix B may be waived and instead the City may apply the alternative program requirements set forth in Section VI(A)(17)(a)-(b) of Docket No. FR056960-N-01, which concern the definition of program income. In such event, the alternative requirements shall be set forth in the Subrecipient Agreement.

ARTICLE 9. PERFORMANCE REQUIREMENTS AND LIQUIDATED DAMAGES

Contractor and or Subrecipient shall be subject to the performance requirements and liquidated damages set forth in the Agreement.

DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

[Docket No. FR-5696-N-01]

**Allocations, Common Application, Waivers, and Alternative Requirements for Grantees
Receiving Community Development Block Grant (CDBG) Disaster Recovery Funds in
Response to Hurricane Sandy**

**Available On-line at
http://portal.hud.gov/hudportal/documents/huddoc?id=CDBG-FR_Sandy_Notice.PDF**

APPENDIX B

NOTICE

THIS PACKAGE CONTAINS SUPPLEMENTARY GENERAL CONDITIONS FOR USE WITH CONTRACTS WHICH PROVIDE FOR AN ELIGIBLE ACTIVITY FUNDED IN WHOLE OR IN PART UNDER TITLE I OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974 (P.L. 93-383) AS AMENDED. IT MUST BE ANNEXED TO ALL SUCH CONTRACTS, AND EXPRESSLY MADE A PART OF, AND INCORPORATED BY REFERENCE INTO THOSE CONTRACTS.

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ARTICLE 1

DEFINITIONS

As used in this Contract:

(a) "Act" means Title 1 of the Housing and Community Development Act of 1974 (P.L. 93-383) as amended.

(b) "Agency" and/or "Recipient" means the entity, or entities, executing this Agreement on behalf of the City of New York.

(c) "City" means the City of New York.

(d) "Construction" means the building, rehabilitation, alteration, conversion, extension, demolition, painting or repair of any improvement to real property.

(e) "Contractor" and/or "Subrecipient" means the entity or entities executing this Agreement, other than the Agency.

(f) "Grant" means Community Development program funds provided to the Contractor through the City of New York and by the Federal Department of Housing and Urban Development.

(g) "HUD" means the Secretary of Housing and Urban Development or a person authorized to act on his or her behalf.

(h) "Program" means the New York City Community Development Program approved by HUD as the same may from time to time be amended.

(i) "Subcontractor" means any person, firm or corporation, other than employees of the Contractor, or another Subcontractor who is engaged by the Contractor to furnish labor or labor and materials at the site of the work performed under this agreement.

ARTICLE 2

FEDERAL CONDITIONS

This Agreement is subject to:

(a) Title 1 of the Housing and Community Development Act of 1974 (P.L. 93-383) as amended (The Act) and all rules, regulations and requirements now issued or hereafter issued pursuant to the Act; it may be suspended and/or terminated without liability to the City if the Grant to the City pursuant to the Act is suspended or terminated, and unless and until the City or Agency receives Community Development funds in an amount that is deemed sufficient to enable it to fund this Agreement, the City or Agency is under no obligation to make any payments to the Contractor. In this regard, the Agency is under no obligation to make any payments to the Contractor, and shall not make any such payment, and the Contractor shall not commence performance, until:

- (i) the Agency has received from the City's Office of Management and Budget instructions to proceed, evidencing compliance with the National Environmental Policy Act, as amended, and with regulations of the U.S. Department of Housing and Urban Development, related thereto, found at 24 CFR Part 58, and;
- (ii) the Contractor has been notified of such instructions by the Agency. Furthermore, the Contractor and the City mutually agree that the Contractor shall not advance any funds, from any source without limitation, to pay for costs intended to be paid for under this Agreement prior to the receipt and notification described in this paragraph (a), and the City shall not reimburse the Contractor for any costs incurred in violation of this provision.

(b) Title VIII of the Civil Rights Act of 1968 (P.L. 90-284), which prohibits discrimination in the sale or rental of housing and in the provision of brokerage services, and which requires affirmative action in the furtherance of Fair Housing objectives.

(c) Executive Order 11063, pursuant to regulations issued at 24 CFR Part 107 which prohibits discrimination and requires equal opportunity in housing constructed, operated or provided with federal funds.

(d) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which states that no person shall, on the ground of race, color or national origin, be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination under any Program or activity made possible by, or resulting from, this agreement. The provisions of this Article 2(d) shall be incorporated in and made a part of all subcontracts executed in connection with this agreement.

(e) Section 3 of the Housing and Urban Development Act of 1968. Pursuant to 24 CFR § 135.38, the Contractor agrees to the following:

A. The work to be performed under this Agreement is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701 u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this Agreement agree to comply with HUD'S regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this Agreement, the parties to this Agreement certify that they are under no contractual or other impediments that would prevent them from complying with the Part 135 regulations.

C. The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the Subcontractor is in violation of the regulations in 24 CFR Part 135. The Contractor will not subcontract with any Subcontractor where the Contractor has notice or knowledge that the Subcontractor has been found in violation of the regulations in 24 CFR Part 135.

E. The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the Agreement is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR Part 135.

F. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with Section 3 covered Indian Housing Assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this Agreement. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Agreement that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

(f) Lead-Based Paint Poison Prevention provisions found in 24 CFR § 570.608 and 24 CFR Part 35. This Article 2(f) is to be included in all subcontracts, for work in connection with this Agreement, which relate to residential structures.

(g) Pursuant to the provisions in 24 CFR § 570.605, Section 202(a) of the Flood Disaster Protection Act of 1973 (42 U.S.C. § 4106), and the regulations in 44 CFR Parts 59-79 apply to this Agreement.

(h) Consistent with 24 CFR § 570.614, the Contractor warrants that all services, programs, and/or Construction (including design and alteration) under this Agreement shall be performed in accordance with all federal, state and local laws and regulations regarding accessibility standards for persons with disabilities including, but not limited to, the following: Section 504 of the Rehabilitation Act, the Architectural Barriers Act of 1968, the Uniform Federal Accessibility Standards (Appendix A to 24 CFR Part 40 and Appendix A to 41 CFR Part 101-19, subpart 101-19.6), and the Americans with Disabilities Act, P.L. 101-336 (1990).

(i) The Historic Preservation Act of 1966, the Archeological and Historic Preservation Act of 1974, Executive Order 11593 and regulations at 36 CFR 800.

(j) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970.

(k) Uniform Administrative Requirements.

- (i) Subrecipients that are governmental entities, including those that are public agencies or authorities, shall comply with the following:
 - a. Federal Office of Management and Budget (OMB) circular A-87, Cost Principles for State, Local and Indian Tribal Governments;
 - b. Federal Office of Management and Budget (OMB) circular A-133, Audits of States, Local Governments, and Non-Profit Organizations (rev. 6/27/03);
 - c. The sections of 24 CFR Part 85, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, that are set forth in 24 CFR § 570.502(a).
- (ii) Subrecipients, except those which are governmental entities, public agencies or authorities, shall comply with the following:
 - a. Federal Office of Management and Budget (OMB) circular A-122, Cost Principles Non-Profit Organizations;
 - b. In the event that the Contractor is an educational institution, Federal Office of Management and Budget (OMB) circular A-21, Cost Principles for Educational Institutions;
 - c. The sections of 24 CFR Part 84, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and other Non-Profit Organizations, that are set forth in 24 CFR § 570.502(b). The provisions of 24 CFR Part 84 implement OMB circular A-110;
 - d. Federal Office of Management and Budget (OMB) Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations (rev. 6/27/03).
 - e. Completion of the attached FEDERAL EXHIBIT 3.
- (iii) Contractors shall comply with the provisions of 24 CFR Part 85 and 48 CFR Part 31, as applicable.

(l) The Contractor agrees that if any income is generated from the Community Development funded Program activities, such income may be retained by the Contractor if such funds are treated as additional Community Development funds and are used expressly for activities outlined in the project work section of this Agreement, and in accordance with the provisions of this Agreement. Such funds are subject to all applicable requirements governing the use of Community Development funds. The Contractor will otherwise return such income to the City Community Development Program. For Construction, the Contractor agrees that if any income is generated from the Community Development funded Program activities, such income shall be returned to the City.

(m) If the Contractor is, or may be deemed to be, a religious or denominational institution or organization operated for religious purposes which is supervised or controlled by or in connection with a religious or denominational institution or organization, the Contractor agrees that in connection with services to be provided under this Agreement:

- (i) it shall not discriminate against any employee or applicant for employment on the basis of religion and shall not limit employment or give preference in employment to persons on the basis of religion.
- (ii) it shall not discriminate against any person applying for such public services on the basis of religion and shall not limit such services or give preference to persons on the basis of religion.
- (iii) it shall provide no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing, and exert no other religious influence in the provision of such public services.
- (iv) the funds received under this Agreement shall not be used to construct, rehabilitate, or restore any facility which is owned by the Contractor and in which the public services are to be provided; however, minor repairs may be made if such repairs:
 - (1) are directly related to the public services,
 - (2) are located in a structure used exclusively for non-religious purposes, and
 - (3) constitute in dollar terms only a minor portion of the CDBG expenditure for the public services.

(n) Executive Order 11246, as amended, and the implementing regulations contained in 41 CFR Chapter 60, as amended, prohibit discrimination in employment due to race, color, religion, sex or national origin during the performance of all Federal or federally assisted contracts.

- (i) During the performance of this Agreement the Contractor agrees as follows:
 - a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
 - b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, sex, religion or national origin.
 - c. The Contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other Agreement or understanding, a notice to be provided by the Agency contracting officer, advising the labor union or worker's representatives of the Contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, as amended, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - d. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended, and of the rules, regulations and relevant orders of the Secretary of Labor.

e. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the Department and the Secretary of Labor for purposes of investigations to ascertain compliance with such rules, regulations, and orders.

f. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Agreement or with any of such rules, regulations, or orders, this Agreement may be cancelled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted Construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, as amended, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.

g. The Contractor will include the provisions of this Article 2(n) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, as amended, so that provisions will be binding upon each Subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for non-compliance: Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

(o) The Contractor agrees that if it enters a Construction subcontract as part of its Agreement with the City, and this Construction subcontract is for an amount more than \$10,000, the notice found at FEDERAL EXHIBIT 1 of this Agreement must be included in that Construction subcontract.

ARTICLE 3 ADDITIONAL FEDERAL CONDITIONS FOR CONSTRUCTION

In the event that this Agreement involves Construction work, design for Construction or Construction services, all such work or services performed or administered by the Contractor shall be subject to the following requirements in addition to those set forth in Article 2.

- (a) Federal Labor Standards: The Contractor will comply with the following:
 - (i) The Davis-Bacon Act: In Construction contracts involving an excess of \$2000, unless exclusively in connection with the rehabilitation of a structure designed for residential use by less than 8 families, all laborers and mechanics must be paid at a rate not less than those determined by the Secretary of Labor to be prevailing for the City, which rates are to be provided by the Agency. These wage rates are a federally mandated minimum only, and will be superseded by any State or City requirement mandating higher wage rates. The Contractor also agrees to comply with Department of Labor Regulations pursuant to the Davis-Bacon Act found in 29 CFR Parts 1, 3, 5 and 7 which enforce statutory labor standards provisions.

- (ii) Sections 103 and 107 of the Contract Work Hours and Safe Standards Act, which provides that no laborer or mechanic shall be required or permitted to work more than eight hours in a calendar day or in excess of forty hours in any workweek, unless such laborer or mechanic is paid at an overtime rate of 1½ times his/her basic rate of pay for all hours worked in excess of these limits, under any Construction Agreement costing in excess of \$2000. In the event of a violation of this provision, the Contractor shall not only be liable to any affected employee for his/her unpaid wages, but shall be additionally liable to the United States for liquidated damages.
 - (iii) The Copeland “Anti-Kickback” Act, as supplemented by the regulations contained in 29 CFR Part 3, requiring that all laborers and mechanics shall be paid unconditionally and not less often than once a week, and prohibiting all but “permissible” salary deductions.
 - (iv) The more complete detailed statement of Federal Labor Standards annexed hereto as FEDERAL EXHIBIT 2.
 - (v) The provisions of Article 3(a) of this Agreement shall be included in all subcontracts for work in connection with this Agreement.
- (b) Executive Order 11246, for Construction contracts or subcontracts in excess of \$10,000 pursuant to regulations at 41 CFR Chapter 60-4 (see below).

Standard Federal Equal Employment Opportunity Construction Contract Specifications for Contracts and Subcontracts in Excess of \$10,000.

1. As used in these specifications:
 - a. “Covered area” means the geographical area described in the solicitation from which this Agreement resulted;
 - b. “Director” means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
 - c. “Employer identification number” means the Federal Social Security number used on the Employer’s Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
 - d. “Minority” includes:
 - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
 - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any Construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this Agreement resulted.

3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.
4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7 a through p of these specifications. The goals set forth in the solicitation from which this Agreement resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each Construction trade in which it has employees in the covered area. Covered Construction Contractors performing Construction work in geographical areas where they do not have a Federal or federally assisted Construction contract shall apply the minority and female goals established for the geographical areas where the work is being performed. Goals are published periodically in the **Federal Register** in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.
5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
 - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each Construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
 - b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organization's responses.

- c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.
- d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.
- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where Construction work is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of Construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
- i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.
- k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
- l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
- m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and

- employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
- n. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
 - o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female Construction contractors and suppliers, including circulation of solicitations to minority and female Contractor associations and other business associations.
 - p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a Contractor association, joint Contractor-union, Contractor-community, or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the Program are reflected in the Contractor's minority and female work force participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.
9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, Construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, Contractors shall not be required to maintain separate records.
15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for hiring of local or other areas residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

ARTICLE 4

NONDISCRIMINATION

(a) The Contractor shall not, in any Program or activity receiving funds under this Agreement, discriminate against any person on the grounds of race, color, national origin, religion, sex, age, or disability. The Contractor agrees to comply with provisions of 24 CFR Part 6, 8, and 146.

ARTICLE 5

RECORDS AND AUDITS

(a) Records shall be maintained in accordance with requirements prescribed by HUD and/or the City with respect to all matters covered by this Agreement.

(b) At such times on such forms as HUD and/or the City may require, there shall be furnished to HUD and/or the City such statements, records, reports, data and information, as HUD and/or the City may request pertaining to matters covered by this Agreement. At a minimum, such forms will include the following:

- (i) Annual Data Collection Report forms for the purpose of including specific Program description, accomplishment, expenditure and beneficiary information in the City's Annual Performance Report.
- (ii) Annual Property Register forms for the purpose of tracking the use of CDBG purchased real property.

(c) At any time during normal business hours and as often as the City, the Agency, HUD and/or the Comptroller General of the United States may deem necessary, the Contractor shall make available for examination to the City, HUD and/or representatives of the Comptroller General all of its records with respect to all matters covered by this Agreement and shall permit the City, HUD and/or representatives of the Comptroller General to audit, examine and make excerpts of transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records or personnel, conditions of employment and other data relating to all matters covered by this Agreement.

ARTICLE 6

UNEARNED PAYMENTS

Unearned payments under this Agreement may be suspended or terminated upon refusal to accept any additional conditions that may be imposed by HUD at any time, or if the Grant to the City under the Act is suspended or terminated. Unearned payments received by the Contractor will be returned to the City. All interest on funds advanced to the Contractor will be returned to the City.

ARTICLE 7

DISBURSEMENT RESTRICTIONS

No money under this Agreement shall be disbursed by the Agency to any Contractor except pursuant to a written contract which incorporates the applicable Supplementary General Conditions and unless the Contractor is in compliance with HUD requirements with regard to accounting and fiscal matters, to the extent they are applicable, and provided that the Agency has completed HUD requirements, including but not limited to environmental certifications pursuant to 24 CFR 58.

ARTICLE 8

DOCUMENTATION OF COSTS

All costs shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents, pertaining in whole or in part to the Contract, shall be clearly identified and readily accessible.

ARTICLE 9

BONDING

The Agency must receive a statement from the Contractor's chief fiscal officer or their insurer assuring that all persons handling funds received or disbursed under this Agreement are covered by fidelity insurance in an amount and manner consistent with the coverage deemed necessary by the City of New York for its own employees. If the bond is cancelled or coverage is substantially reduced, the Contractor shall promptly notify the Agency of this fact in every case not later than 48 hours. In such event, the Agency shall not disburse any more funds to the Contractor until it has received assurance that adequate coverage has subsequently been obtained.

ARTICLE 10

ACCOUNTING SYSTEM

The Contractor shall submit to the Agency a detailed description of its accounting, reporting and internal control systems, including but not limited to the procedures for cash receipts, cash disbursements, payrolls, personnel policies, fixed petty cash controls and other systems which are necessary under the circumstances. The Agency shall evaluate and document all systems and only upon acceptance and approval of the accounting, reporting and internal control systems by the Agency, shall funds be disbursed to the Contractor, other provisions of the Agreement notwithstanding.

ARTICLE 11

COPYRIGHTS

Any reports, documents, data, photographs and/or other materials, including software, produced pursuant to this Agreement ("Copyrightable Materials"), shall be considered "work-made-for-hire" within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. § 101, and the City shall be the copyright owner thereof and

of all aspects, elements and components thereof in which copyright protection might subsist. To the extent that the Copyrightable Materials do not qualify as “work-made-for-hire,” the Contractor hereby irrevocably transfers, assigns and conveys exclusive copyright ownership in and to the Copyrightable Materials to the City, free and clear of any liens, claims, or other encumbrances. The Contractor shall retain no copyright or intellectual property interest in the Copyrightable Materials, and the Contractor shall use them for no other purpose without the prior written permission of the City.

The Contractor acknowledges that the City may, in its sole discretion, register copyright in the Copyrightable Materials with the U.S. Copyright Office or any other government agency authorized to grant copyright registrations. The Contractor shall cooperate in this effort, and agrees to provide any further documentation necessary to accomplish this.

HUD reserves a royalty-free, nonexclusive, perpetual and irrevocable license to reproduce, publish, display, perform, distribute, or otherwise use, and to authorize others to use, for Federal government purposes, all copyrightable work developed or the rights to which are purchased under this Agreement.

ARTICLE 12

PATENTS

Any discovery or invention arising out of or developed in the course of work aided by this Agreement shall be promptly and fully reported to HUD for determination by HUD as to whether patent protection on such invention or discovery, including rights under any patent issued thereon, shall be disposed of and administered, in order to protect the public interest.

ARTICLE 13

SUBCONTRACTORS

(a) The provisions of this Agreement shall apply to Subcontractors and their officers, agents and employees in all respects as if they were employees of the Contractor. The Contractor shall not be discharged from its obligations and liabilities, but shall be liable for all acts and negligence of Subcontractors, and their officers, agents and employees, as if they were employees of the Contractor.

(b) Employees of the Subcontractor shall be subject to the same provisions as employees of the Contractor.

(c) The services furnished by Subcontractors shall be subject to the provisions hereof as if furnished directly by the Contractor, and the Contractor shall remain responsible therefor.

ARTICLE 14

SUSPENSION AND TERMINATION

(a) Where the Contractor fails to perform the work satisfactorily as enumerated in the part of this Agreement known as the scope of work, the City may withhold payment, in addition to any other remedy provided for by this Agreement. Where there is failure to comply with the Agreement terms, the City reserves the right to terminate the Agreement. The City further reserves the right to terminate the Agreement for convenience.

(b) The Contractor certifies that neither it nor its principals is currently in a state of debarment, suspension or other ineligible status as a result of prior performance, failure, fraud, or violation of City laws. The Contractor further certifies that neither it nor its principals is debarred, suspended, otherwise excluded from or ineligible for participation

in Federal assistance programs. The City reserves the right to terminate this Agreement if knowledge of debarment, suspension or other ineligibility has been withheld by the Contractor.

ARTICLE 15

REVERSION OF ASSETS

(a) At the Contract's expiration, the Contractor shall transfer to the City all Community Development funds on hand at the time of expiration and any accounts receivable attributable to the use of Community Development funds.

(b) Any real property under the City's or the Contractor's control that was acquired in whole or in part with Community Development funds in excess of \$25,000 will be used to meet the national objectives in Section 570.208 or disposed in a manner which results in the Program being reimbursed in the amount of the current fair market value of the property less any portion thereof attributable to expenditures of non-Community Development funds for acquisition of, or improvements to, the property.

(c) Any real property under the City's control that was improved in whole or in part with Community Development funds in excess of \$25,000 will be used to meet the national objectives in Section 570.208 for a period equal to the life of those improvements. The term shall be determined by the Office of Management and Budget's Office of Community Development. If the City decides to dispose of or change the use of that property so that it no longer continues to meet a national objective, the Program shall be reimbursed in the amount of the current replacement cost of those improvements, divided by the number of years of the life of the improvements, multiplied by the number of years that remain in the life of the improvements.

(d) Any real property under the Contractor's control that was improved in whole or in part with Community Development funds in excess of \$25,000 will be used to meet the national objectives in Section 570.208 for a period of five years after the date of completion of those improvements or disposed in a manner which results in the Program being reimbursed in the amount of the current replacement cost of those improvements.

(e) Title to all equipment in excess of \$150 purchased or leased pursuant to this Agreement with Community Development funds or furnished by the City shall vest in the City and the same shall be conspicuously labeled as such.

ARTICLE 16

SMALL FIRMS, M/WBE FIRMS, AND LABOR SURPLUS AREA FIRMS

The Contractor shall take the following affirmative steps in the letting of subcontracts, if subcontracts are to be let, in order to ensure that minority firms, women's business enterprises, and labor surplus area firms are used when possible:

(a) Placing qualified small minority businesses and women's business enterprises on solicitation lists;

(b) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(c) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(d) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and

(e) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

ARTICLE 17

ENVIRONMENTAL PROTECTION

For agreements, subcontracts, and subgrants of amounts in excess of \$100,000, the Contractor shall comply with 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 (provisions of 40 CFR Part 32 related to the Clean Air Act and Clean Water Act).

ARTICLE 18

ENERGY EFFICIENCY

The Contractor shall comply with mandatory standards and policies relating to energy efficiency that are contained in the New York State energy conservation plan issued in compliance with the Energy Policy Conservation Act (Pub. L. 94-163).

ARTICLE 19

BINDING AUTHORITY

If any provision in this Appendix B directly conflicts with any other provision in the Contract, the provision in Appendix B shall be controlling.

Federal Exhibits 1-3, are attached to, and made a part of this Appendix B.

Any subcontracts entered into pursuant to this Agreement shall incorporate the following City of New York provisions by reference, which shall be binding on every Subcontractor:

- Investigations;
- Executive Order 50; and
- Conflicts of Interest

NOTICE TO BIDDERS

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246, as amended) FOR ALL CD FUNDED CONSTRUCTION CONTRACTS AND SUB-CONTRACTS IN EXCESS OF \$10,000.

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.

2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all Construction work in the covered area, are as follows:

Goals and Timetables for Minorities

<u>Trade</u>	<u>Goal</u> <u>(percent)</u>	
Electricians	9.0 to	10.2
Carpenters	27.6 to	32.0
Steamfitters	12.2 to	13.5
Metal Lathers	24.6 to	25.6
Printers	22.8 to	26.0
Operating Engineers	25.6 to	26.0
Plumbers	12.0 to	14.5
Iron Workers (structural)	25.9 to	32.0
Elevator Constructors	5.5 to	6.5
Bricklayers	13.4 to	15.5
Asbestos Workers	22.8 to	28.0
Roofers	6.3 to	7.5
Iron Workers (ornamental)	22.4 to	23.0
Cement Masons	23.0 to	27.0
Glazers	16.0 to	20.0
Plasterers	15.8 to	18.0
Teamsters	22.0 to	22.5
Boilermakers	13.0 to	15.5
All Other	16.4 to	17.5

Goals and Timetables for Women

From April 1, 1980 until the present 6.9

These goals are applicable to all the Contractor's Construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the Contractor performs Construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and nonfederally involved Construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female

employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall made a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any Construction subcontract in excess of \$10,000 at any tier for Construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the Subcontractor; employer identification number of the Subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.

4. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is the City of New York.

NEW YORK CITY HOUSING AUTHORITY

Request for Proposals for Architectural and Engineering Services for

Sandy Resiliency & Renewal Program @ Ocean Bay (Bayside), Queens October 29, 2014

**EXHIBIT V: ANTI-CORRUPTION
NOTICE**



Dear Applicant,

As you already know, applying for a NYCHA contract takes time, resources and effort. To have fraud, waste or corruption anywhere in the contracting process makes the process unfair for contractors who play by the rules.

You can help us in our effort to fight fraud & corruption and make the process better for you and other contractors.

If you know a contractor(s) who:

- Engages in bid rigging, price fixing or collusive bidding,
- Offers a NYCHA employee a bribe or tip,
- Fails to pay the prevailing wage,
- Commits some other labor law violation,
- Could be engaged in any other fraud, corruption, waste and/or criminal acts

Then let us know so we can look into the matter.

We work hard to make sure that the identities of the contractors who give us information are kept confidential.

When you give us information, give us specific details of what you know, such as:

- **Time**
- **Date**
- **Place**
- **Names, and**
- **Detailed activity**

The more specific information we have, the better we can do our jobs to investigate and weed out the criminal activity.

Where Can You Report Fraud, Corruption, Waste and Criminal Activity?

Contact NYCHA's Office of the Inspector General.

There are five ways to make a report:

1. **Call: (212) 306-3355**
2. **Fax: (212) 306-6484**
3. **E-mail: ig@nycha.nyc.gov**
4. **Online: Dept. of Investigation Online Web Form**
5. **Postal mail: New York City Housing Authority
Office of the Inspector General
250 Broadway, 28th Floor
New York, NY 10007
Attn: Complaints**

NEW YORK CITY HOUSING AUTHORITY

*Request for Proposals for Architectural and Engineering Services for
Sandy Resiliency & Renewal Program @ Ocean Bay (Bayside), Queens* **October 29, 2014**

END OF RFP



NEW YORK CITY HOUSING AUTHORITY
90 CHURCH STREET • NEW YORK, NY 10007
TEL: (212) 306-3000 • <http://nyc.gov/nycha>

Date: December 3, 2014

SHOLA OLATOYE
CHAIR & CHIEF EXECUTIVE OFFICER

Subject: RFP 61736- Answers to the Questions that were submitted via e-mail by some firms for A & E Services for Sandy Resiliency and Renewal Program at Ocean Bay

Questions and Answers

1. Proposal Attachment M: RFP states that this attachment must include documentation that demonstrates the Proposer's ability to satisfy the "Minimum Qualifications" as defined in Section V(1) of this RFP. Please clarify that Attachment M will be graded by the evaluators (i.e. we include all material listed in Section V(1) within this section, as well as elsewhere as indicated in the technical proposal). In particular, please confirm that it would be appropriate to include project sheets for NYC, NYS and Wicks Law experience within this section.

Response: Refer to section 17.1.6 for minimum qualification; proposal should list all projects with relevant experience. Project sheets can be included as part of Attachment M.

2. Please confirm that Subconsultant Experience should be included in Section 8 (17.1.8), not Section 6 (17.1.6), or confirm that it should appear in both sections.

Response: 17.1.6 should list the prime and major sub consultant if they are involved in managing the project and 17.1.8 all other sub consultants.

3. Are there existing drawings available for the boiler plants, electric switchgear rooms, tunnels and major mechanical spaces to show existing piping, electrical feeders, etc.?

Response: Access to NYCHA Q-web will be given to the selected consultant. Consultant shall include any costs necessary to verify information on existing drawings or any necessary survey.

4. Are there existing drawings available for the buildings and apartments?

Response: As indicated during the pre- bid conference, documents will be made available to the consultants via the NYCHA Q-Web system.

5. Are there existing site plans or surveys?

Response: A utility survey is a part of the scope of services requested in the RFP

6. Can we assume that the existing boilers were adequately sized to meet the heating loads of the buildings they served?

Response: Consultant to verify.

7. Is the intent that the community center would have its own independent electric service, heating equipment, and other utilities?

Response: Yes.

8. Does NYCHA have a budget for this project?

Response: No, construction budget to be established at the end of Basis of Design.

9. Will NYCHA provide a list of all open violations with all agencies on all 3 projects (i.e., DOB, FDNY, etc.)?

Response: No. The consultant will be responsible to collect this information.

10. Since the Design Phase (and all subsequent phases) are dependent on the findings and recommendations of the Basis of Design (BOD) Report, can you confirm that our proposals shall include pricing for the Basis of Design (BOD) Report only? Please confirm that all scope for the Design Phase Services, Procurement Phase Services, Construction Phase Services, and Post-Construction Phase Services are not being bid at this time.

Response: The consultant is expected to provide one proposal for all phases.

11. Can you confirm that all the existing boilers are dual fuel with natural gas and No. 2 fuel oil? If not, can you clarify?

Response: Yes, all existing boiler are to be replaced.

12. Do you have a rough order of magnitude size of the boilers (i.e. 200 HP, 300 HP, etc)?

Response: Six existing boilers with 300 BHP capacity each.

13. The RFP's state that the BOD Scope of Work portion of the report "...does not include apartment units, common areas within the residential floors. It does include the lobbies and entrance areas". However, during the Bayside walkthrough, significant damage to the architectural, electrical, and mechanical/plumbing aspects of the Ground Floor apartments was noted. Can you re-confirm that there is no scope within the actual apartment units?

Response: There is no scope within the apartments with the exception of possible pass through infrastructure that may require entry to the apartments at some time.

14. Bringing the sites back to pre-Sandy conditions will most likely be more costly than simply upgrading to a centralized plant (or two (2) centralized plants) for each site. Furthermore, the new NYC Local Laws passed in the wake of Sandy (described here) will prevent the pre-Sandy conditions from fully complying with code now. Considering this, is it still the intention for the base scope to be bringing the site back to pre-Sandy conditions?

Response: All designs proposed must comply with applicable code requirements.

15. It was mentioned on the Red Hook walkthrough that “all” the existing underground electrical conduit will either be dug up and replaced or abandoned in place and new conduit run alongside. Has this scope already been locked into the project? Does it require further evaluation in the BOD Report? If so, please clarify. Does the same apply to the existing underground pipe-in-pipe steam piping?

Response: Electrical underground conduit replacement is part of the base scope. Regarding the underground steam/ condensate piping, this effort will need to be coordinated with ongoing NYCHA Office of Design work.

16. Are there drawings/as-builts of the underground services at each site (i.e. conduit, steam piping, domestic water, sanitary, sewer, telecom, etc) available? If not, will NYCHA bear the cost of an underground services survey (i.e. hire a contractor), or shall that survey be included in our proposal?

Response: A utility survey is a part of the scope of services requested in the RFP.

17. Are there drawings/as-builts of the boiler rooms at each site available? If not, will NYCHA bear the cost of a survey (i.e. hire a contractor), or shall that survey be included in our proposal?

Response: As indicated during the pre- bid conference, documents will be made available to the consultants via the NYCHA Q-Web system.

18. There is no mention of dewatering systems in the RFP. Should dewatering systems be evaluated as well?

Response: All systems necessary to achieve the design condition must be identified and included in the design.

19. In addition to the scope for the boilers, there are other existing systems below grade which will require some level of modification. Should the BOD Report include evaluation of these other services/systems?
- a. Incoming electrical service and electrical distribution conduit/panels
 - b. Ejector pumps
 - c. Sump pumps
 - d. Below-grade fire alarm devices/panels
 - e. Vacuum return systems
 - f. Trash compactors
 - g. IT/telecom
 - h. Domestic water pumps
 - i. RPZ's

Response: Evaluation is required but not limited to all above items.

20. As noted onsite, there are many existing groundwater leaks in the basements – after equipment is (assumedly) moved out of the basements, is any hardening of the basements also part of the scope?

Response: Flood mitigation measures of the basement are part of the base scope.

21. Has the design flood elevation (DFE) been finalized, or should this be evaluated in the BOD Report? Will the work conform to the 100-yr flood elevation or a more stringent elevation?

Response: Must conform to the DFE and SLR.

22. How should abatement should be handled and priced in our proposals?

Response: Consultant shall include in the allowance section the cost of abatement scope. Each allowance items must be clearly identified.

23. If possible, please provide a list of qualified Section 3 consultants local to each site.

Response: Please contact Section 3 office from NYCHA (718) 289-8100

24. Regarding Option 2.2 "Optional Evaluation of Other Resiliency and Energy Efficiency Measures," how do we price "Out-of-the-Box" thinking in our Fee Proposal?

Response: Assuming that the reference to "Fee Proposal" means the fee for the basic design, the product of the "Optional Evaluation of Other Resiliency and Energy Efficiency Measures" may or may not affect the fee proposal. Any such impact on design fee is required as part of the feasibility report and will be considered at that in time.

25. How should the consultant handle the various allowances needed in the Fee Proposal?

Response: The allowances should be itemized and additional rows should be added to the Fee Proposal as needed. Consultant shall request approval prior use of allowances.



ARCHITECTURAL and ENGINEERING SERVICES *for Sandy Resiliency & Renewal Program*

INTRODUCTION

- **PMO**
- **Community Outreach**
- **Procurement**
- **Design Oversight Team**



ARCHITECTURAL and ENGINEERING SERVICES ***for Sandy Resiliency & Renewal Program***

- ***Red Hook Sites, Brooklyn***
 - ***East***
 - ***West***
- ***Coney Island Sites, Brooklyn***
 - ***O’Dwyer Gardens***
 - ***Coney Island Site 8***
 - ***Surfside Gardens***
- ***Ocean Bay (Bayside), Queens***

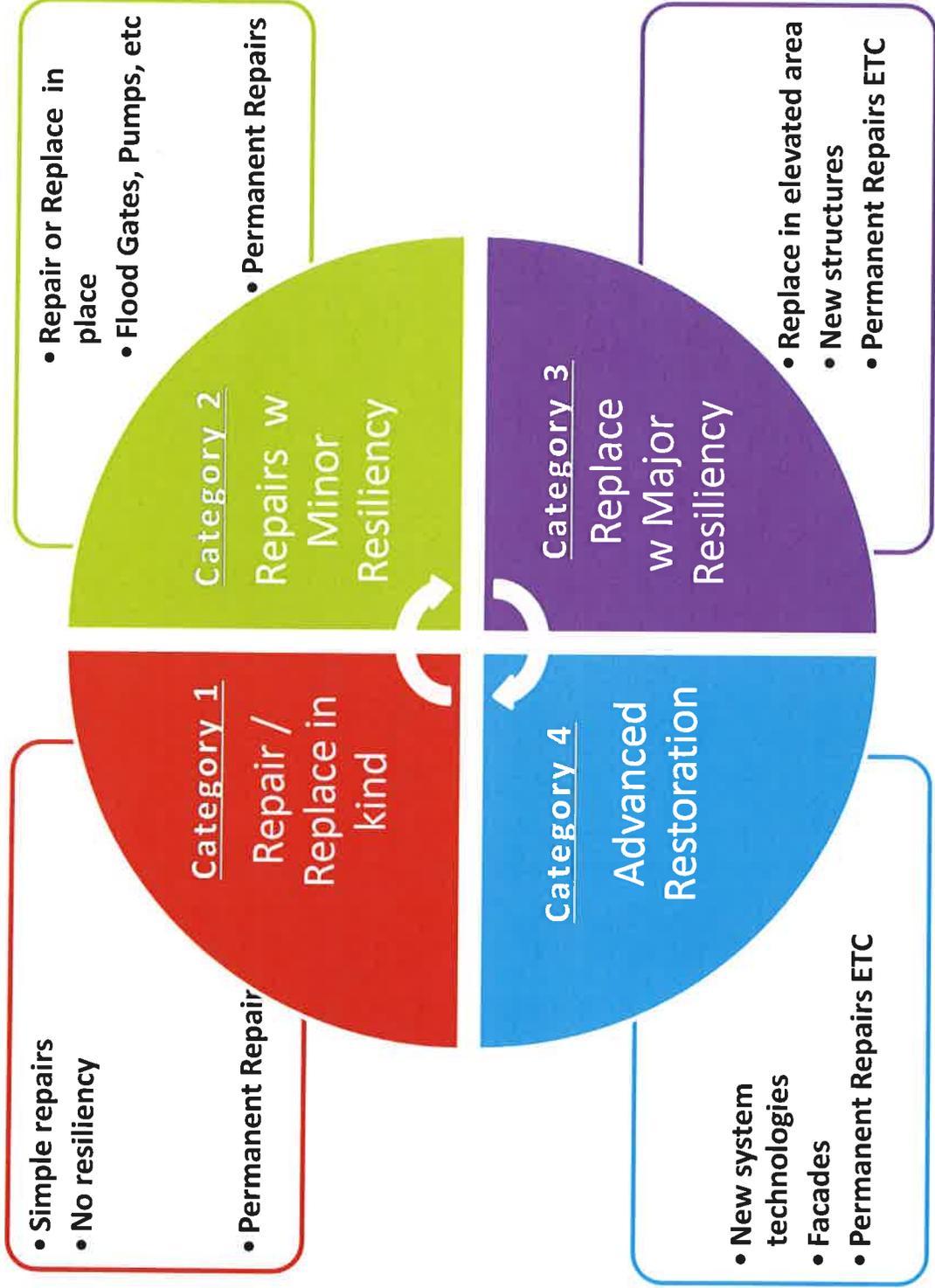


Recovery Strategic Goals

- Permanent Restoration of Services
- Resiliency to Avoid Future Damage
- Improve Resident Quality of Life
- Incorporate Lessons Learned
- Preserve Public Housing
- Utilize Improved Building Technologies
- Leverage Funding towards Unmet Needs
- Sustainable Designs
- Reduce Operating and Maintenance Costs

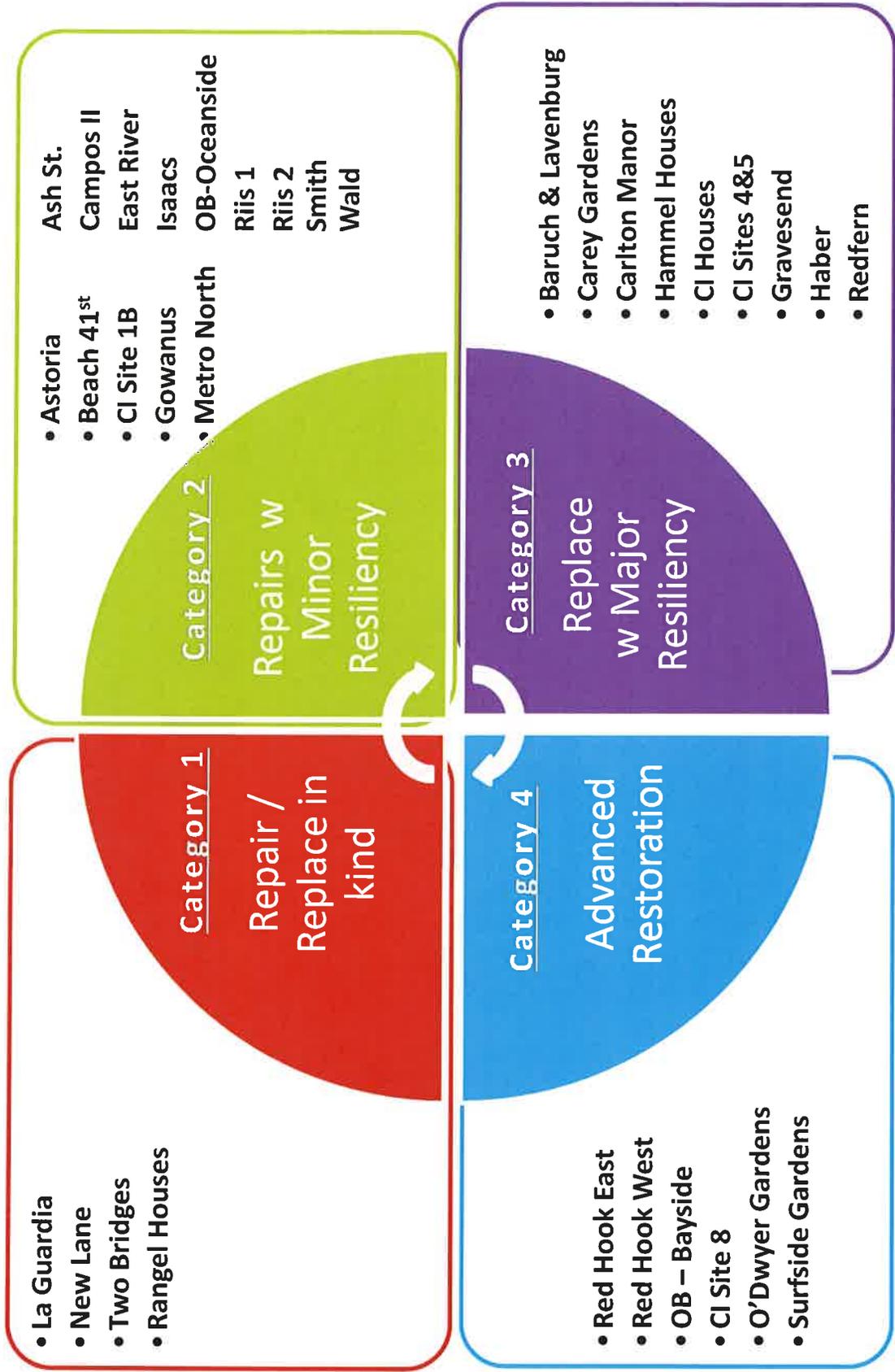


Damage Category Scope of Work





Development Assignment by Category





Basic Design Scope of Work

- Comprehensive damage assessment to fully identify and reconfirm all Sandy related damage within the Site's boundaries
- Restore to the pre-disaster design, function, and capacity. Bring all areas within the SOW in compliance with all applicable codes and flood resistant design standards.
- Replacement and relocation of existing boiler plants above the Design Flood Elevation ("DFE") including an options analysis that considers cost effectiveness and long-term resiliency alternatives such as centralized plants for a combination of buildings or the entire campus.
- Provide natural gas fueled standby power generators for the buildings and campus electrical needs. Generators shall be capable of paralleling with the local utility as part of a Demand Response Program. The basis of Design . Shall include an options analysis that considers cost effectiveness and long-term resiliency alternatives such as centralized plants for a combination of buildings or the entire campus.
- Roof replacement on all buildings
- Relocation of the building MEP systems susceptible to future flood damage to higher elevation above the DFE taking into consideration the Sea Level Rise
- Replacement of site underground electrical service feeders and conduits;
- Provide for new site lighting using new LED luminaries and poles according to NYCHA's recommendations;
- Provide new lightning protection system on building roofs.
- Optimization of community facilities on site including the Health Center, Community Center, Daycare Center, Senior Centers and Administrative facilities to make them standalone facilities with their own MEP systems and natural gas fueled standby power generators in order to facilitate better communications, and provide an area of refuge during future storm events.



Evaluation of Other Resiliency and Energy Efficiency Measures

- **Feasibility study and conceptual design report that evaluates and presents other opportunities to improve the overall long-term sustainability of the Site and resistance to future storm events.** Resiliency Measures - A master plan for the Site that minimizes the impact of future flood events, and optimize Site utilization. The master plan shall include a narrative that describes the holistic approach of additional Site and resident security, safety and resilience, including:
 - Improvements to storm water management using detention and retention features such as porous pavement, bio swales, site re-grading, underground storage, etc.;
 - Incorporation or upgrading common facilities to enhance resident quality of life; and
 - Create a visual and functional impact for the Site as part of an urban and social cohesion.
- **Energy Efficiency Improvements: - Develop a master plan for reduction of the Site's energy demands, using a comprehensive energy modeling, that identify and quantify any energy saving opportunity that may include items such as:**
 - Incorporate re-cladding, air barrier/membrane and rain-screen, and insulation systems to the existing buildings to improve buildings energy conservation performance in conjunction with ongoing maintenance projects and Local Law 11 requirements;
 - Improvement of common areas light fixtures to meet energy efficiency standards; and
 - Upgrades, such as window replacement and other buildings features that increases resistance to storm events.
- **Feasibility and Options Analysis Report - At a minimum, the conceptual design report shall include:**
 - Feasibility of all proposed measures including consideration of other Site needs and uses as well as structural capacity for additions to the structures, and any negative impacts of the current functionality of the Site for residences, pay back analysis, etc.;
 - Clear discussion of the uncertainties and assumptions that are incorporated in the conceptual evaluations and the scope of work that would be required to determine final feasibility;
 - Engineers cost estimate for proposed features and cost benefit analysis; including the design fee associated with implementation of any recommended measures;
 - Impact on schedule, design and construction phase, associated with implementation of any recommended measures.



Repairs with Major Resiliency



Boiler Room Extension



Electric Meter Room Extension



Stand Alone Boiler Room



Schedule

	Days from NTP
• CPM Design Schedule	10
• Basis of Design Report	55
• Schematic Design Documents	90
• Design Development	150
• Construction Documents (100%)	160
• Bid Set	180 **

** total working days-duration for the complete design



RFP Dates

- Proposers' Conference 11/24/2014
- Question Submission Deadline 11/25/14- 2:00 PM
- NYCHA Responses to Questions within 5 working days
- Proposal Submittal Deadline 12/10/2014 - 2:00 PM
- Anticipated Agreement Award Date March 10, 2015



Inclusive Projects Employment Opportunities for Residents

The Hurricane Sandy Recovery project is Committed to meeting and exceeding the Federal HUD guidelines for hiring effected Residents;

Community Outreach plans to enhance the process by which interested residents are connected to construction opportunities at their developments

To apply for these opportunities residents must visit NYCHA's Resident Economic Empowerment & Sustainability (REES) Office at 787 Atlantic Ave., 2nd Fl., Brooklyn, NY 11238 or call 718-289-8100 (<http://opportunitynycha.org/>)



DRAFT CONFIDENTIAL

Contract Managers interested in how they can meet the Resident Hiring Goals should please contact Community Outreach



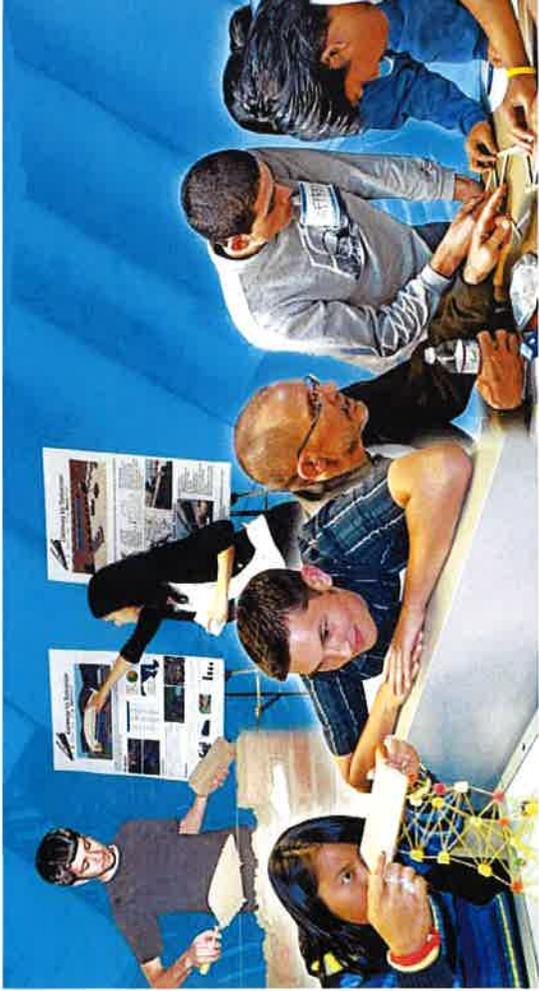


ACE Mentor Program



- ACE is an established and successful internship program that brings Contract Managers together with high school students aspiring to careers in Architecture, Construction, and/or Engineering
- This program gives back to the communities we serve and work with, challenging the next generation of residents to enter the ACE fields
- The mentor company will host students in groups up to 20 onsite at the development, meeting every other week for two hours after school.

CM's show students how designers and builders think and work including behind-the-scenes office tours and trips to the construction site. Students are then challenged with a group based final design project.



Frequently Asked Questions

- Q: Is there a construction budget for these projects
A: **Initial budget shown in the reference reports was developed for a limited scope of work. Budgets will be established as part of the Basis of Design Report.**
- Q. How will the project be funded.
A. **The project will be funded through FEMA, CB-DGR, HUD, Insurance; consultant will be required to participate and provide input into the funding application process as necessary.**
- Q: Are there NYCHA design standards to be followed
A: **Limited number of standards will be made available**
- Q: Are there any preferred suppliers or pre-purchase items by NYCHA
A: **NYCHA is planning on Procure/ pre-purchasing the Backup Generators and boilers. The specifications will be made available .**
- Q. Will the consultants have access to the existing drawings / reports.
A. **Yes. Where drawings and reports are available access will be given to the consultant through the Q-web system.**
- Q. Will the consultant need to participate in the Community Outreach efforts.
A. **Yes. This will be coordinated with NYCHA PMO Community Outreach leader.**
- Q. Are there other projects ongoing at these NYCHA facilities.
A. **Yes. The PMO team and the consultant will coordinate to align with Capital project being undertaken that would affect the scope.**
- Q. The RFP indicates that no work is to be done in the apartments.
A. **The exceptions to this would be the Lobby and infrastructure work related to the building's overall utilities that will require access to the apartments, must be included.**



Q&A

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Supply Management Department -
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EXHIBIT 2

CONSULTANT'S FEE PROPOSAL



10/29/2014

Request for Proposal

Sandy Resiliency & Renewal Program at Ocean Bay (Bayside), Queens

EXHIBIT A - FEE PROPOSAL SHEET

For the provision of Professional Consulting Design Services for Resiliency & Renewal at Ocean Bay (Bayside), Queens

Prime Consultant's Fee Proposal (includes all SubConsultants' Fees and expenses as per base A/E Contract)

MDSzerbaty+Associates Architecture LLC

(Indicate Proposer's Name)

#	Phase	% of fee		(Lump Sum Fee - Enter in words and dollar amounts)		
BASE SCOPE						
1	1 Basis of Design	20%	\$ 1,061,000.00	One million sixty one thousand		Zero
					Dollars and	Cents
2	2 Schematic Design	20%	\$ 1,061,000.00	One million sixty one thousand		Zero
					Dollars and	Cents
3	3 Construction/Bid Documents	30%	\$ 1,591,500.00	One million five hundred ninety one thousand five hundred		Zero
					Dollars and	Cents
4	4 Procurement	5%	\$ 265,250.00	Two hundred sixty five thousand two hundred fifty		Zero
					Dollars and	Cents
5	5 Construction	20%	\$ 1,061,000.00	One million sixty one thousand		Zero
					Dollars and	Cents
6	6 Post Construction	5%	\$ 265,250.00	Two hundred sixty five thousand two hundred fifty		Zero
					Dollars and	Cents
	SUBTOTAL		\$ 5,305,000.00	Five million three hundred five thousand		Zero
					Dollars and	Cents
ALLOWANCES						
(Not to Exceed 10% of the Lump Sum Fee included in the Base Scope)						
7	7 Allowances		\$ 528,040.00	Five hundred twenty eight thousand forty		Zero
					Dollars and	Cents
	TOTAL (lines 1-7)		\$ 5,833,040.00	Five million eight hundred thirty three thousand forty		Zero
					Dollars and	Cents
OPTIONAL EVALUATION						
	Optional Evaluation		\$ 446,000.00	Four hundred forty six thousand		Zero
					Dollars and	Cents
Note: The optional evaluation referenced in Section II 2.2 of the Scope of Services will be released at NYCHA's discretion and the fee is separate and apart from the Base Scope.						

MDSzerbaty Associates Architecture
NYCHA Sandy Resiliency & Renewal Program @ Ocean Bay Fee Breakdown

12/10/2014

	Total	MDSA	L&J	Langan	YAS	Vidaris	JMV	VJ
Basis of Design	20%	1,061,000	590,000	98,000	36,000		8,000	28,000
Schematic Design	20%	1,061,000	590,000	98,000	36,000		8,000	28,000
Const/Bid Docs	30%	1,591,500	885,000	147,000	54,000		12,000	42,000
Procurement	5%	265,250	147,500	24,500	9,000		2,000	7,000
Construction	20%	1,061,000	590,000	98,000	36,000		8,000	28,000
Post-Const	5%	265,250	147,500	24,500	9,000		2,000	7,000
Total	100%	5,305,000	2,950,000	490,000	180,000	-	40,000	140,000

Grand Total Base Scope 5,305,000

Allowances chimney test
 electric test
 Utility Survey
 Geo Tech Borings
 Geo Insp/Eng
 Hazmat Survey
 Arch

10,000

20,000
 60,000

64,000
 202,190
 100,600
 71,250

Allowances Total 528,040

Optional Evaluation

40,000

25,000

20,000

Optional Evaluation Total 446,000