

*Request for Proposals for*  
**(CDBG-DR) ARCHITECTURAL and ENGINEERING SERVICES**  
*for Sandy Resiliency & Renewal Program @ Red Hook, Brooklyn*

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**NEW YORK CITY HOUSING AUTHORITY**

**250 Broadway, New York, New York 10007**

**Shola Olatoye**  
*Chair & Chief Executive Officer*

**Prepared by:**

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**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  
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Supply Management Department - Procurement  
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References herein to NYCHA's RFP Coordinator shall include his designee.

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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**

Red Hook Houses is the largest NYCHA development in Brooklyn. It consists of “Red Hook East” and “Red Hook West” (collectively, the “**Development**” or the “**Site**”).

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### 5.1     **RED HOOK EAST**

Red Hook East has 16 residential buildings, two and six-stories tall with 1,407 apartments. The construction of the Development was completed in 1939. The Development is located in a 19.65-acre site size bordered by Dwight, Clinton, West 9th and Lorraine Streets. Part of the Red Hook East development is the Community Center facility located at 110 West 9<sup>th</sup> Street.

Approximately 14 of these buildings were subject to damage from Sandy. The affected areas include mostly their mechanical and electrical systems and spaces below grade. Red Hook East's specifics are:

- Address: 604 Clinton Street, Brooklyn, NY 11231
- Year Built: 1939
- Number of building: 16 Residential Buildings / 2 Non-Residential Buildings
- Two and six-story buildings

The existing boiler plants are located below grade level at buildings 1, 7 and 13. Each of these rooms has ramp access.

### 5.2     **RED HOOK WEST**

Red Hook West has 14 residential buildings, three and 14-stories tall with 1,470 apartments. The construction of Red Hook West was completed in 1955. Red Hook West is located in a 19.32-acre complex size bordered by Red Hook Park, and Richards, Dwight and Wolcott Streets. Part of Red Hook West is the Senior Center facility located at 6 Wolcott Street in building #3.

This group of buildings was subject to water damages from Sandy. The affected areas include mostly their mechanical and electrical systems and spaces below grade. Red Hook West's specifics are:

- Address: 80 Dwight Street, Brooklyn, NY 11231
- Year Built: 1955
- Number of building: 14 Residential Buildings / 1 Non-Residential Building
- Three and 14-story buildings

The four existing boiler plants are located at buildings 1, 17, 19 and 25. These rooms are situated below grade level. Each of these rooms has ramp access

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### **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 18. 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 below.

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 (“NTCs”);
- 1.5.6 Change Management - Proposed Change Orders (“PCOs”);
- 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 (i.e., Red Hook East and Red Hook West).
    - 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

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risks associated with Sea Level Rise (“SLR”) including, but not 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 [R.O. Engineers Dated 1/13/2013];
- Assessment Reports [R.O. Engineers Dated 12/21/2012].
- Site Lighting Upgrade Design for Red Hook East and Red Hook West [R.O. Engineers Dated 11/ 2014] and
- Red Hook East Senior Center Renovation – Building 27 [R.O. Engineers Dated 11/2014]

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

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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 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 included 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 1/4" = 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;

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- 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);
- 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

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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 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

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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 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 Contacts 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,

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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 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\_ReflctdClng.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](http://www.gsa.gov/perdiem).)
  - 9.1.4 Shipping and courier services.
  - 9.1.5 Reproduction, reporting, and other documents.

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<b>Table II – 1</b>		
<b>Design Milestones</b>		
<b>Milestone</b>	<b>Duration from NTP in Work Days</b>	<b>Other Durations</b>
<b>Design</b>		
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	
<b>Other</b>		
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**

<b>Item</b>	<b>Date</b>	<b>Time</b>	<b>Location</b>
Release Date of this RFP	Friday, November 14, 2014.		
Proposers’ Site Walk-Thru	Wednesday, November 19, 2014	10:00AM	Miccio Community Center at Red Hook 110 West 9 <sup>th</sup> St. Brooklyn. NY, 11231
Proposers’ Conference	Monday 24, November 24, 2014	2:00PM	NYCHA 90 Church St. NY, NY, 10007 5 <sup>th</sup> Fl. Ceremonial Rm.
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: <b>Proposer’s Name</b>	TO: <b>New York City Housing Authority</b>
<b>Proposer’s Address</b>	<b>Supply Management Department</b>
	<b>Attn: Meddy Ghabaee</b>
	<b>RFP Coordinator</b>
	<b>90 Church Street, 6<sup>th</sup> Fl.</b>
	<b>New York, New York 10007</b>

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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 Services with other Consultants and Sub-consultants whose work must interface

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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-consultants to list the names and titles of Key Personnel required for the

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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) calendar days from receipt of notification to cure the specified deficiencies and

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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.

17.2.4 The Proposer shall propose a Lump Sum Fee Proposal to NYCHA that includes

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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**”), which illustrates existing site conditions at each location, to the extent that such records exist and

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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:**

<b>Phase</b>	<b>Percentage of Fee</b>
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 \*\*\***

# **NEW YORK CITY HOUSING AUTHORITY**

*Request for Proposals for Architectural and Engineering Services for*

**Sandy Resiliency & Renewal Program @ Red Hook, Brooklyn November 14, 2014**

## **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

**NEW YORK CITY HOUSING AUTHORITY**

*Request for Proposals for Architectural and Engineering Services for*

**Sandy Resiliency & Renewal Program @ Red Hook, Brooklyn November 14, 2014**

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
<b>TOTAL POSSIBLE RATING</b>			<b>100</b>

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

## **NEW YORK CITY HOUSING AUTHORITY**

*Request for Proposals for Architectural and Engineering Services for*

**Sandy Resiliency & Renewal Program @ Red Hook, Brooklyn November 14, 2014**

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).

## **NEW YORK CITY HOUSING AUTHORITY**

*Request for Proposals for Architectural and Engineering Services for*

**Sandy Resiliency & Renewal Program @ Red Hook, Brooklyn November 14, 2014**

- 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 \*\*\***



10/24/2014

Request for Proposal

**Sandy Resiliency & Renewal Program at Red Hook, Brooklyn**

EXHIBIT A - FEE PROPOSAL SHEET

For the provision of Professional Consulting Design Services for Resiliency & Renewal at Red Hook East & Red Hook West, Brooklyn.

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

*[Indicate Proposers Name]:*

#	Phase	% of Fee	Lump Sum Fee [Enter in words and dollar amounts]	
<b>BASE SCOPE</b>				
1	Basis 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
	<b>SUBTOTAL</b>		\$	Dollars and _____ Cents
<b>ALLOWANCES</b> (Not to Exceed 10% of the Lump Sum Fee included in the Base Scope)				
7	Allowances		\$	Dollars and _____ Cents
	<b>TOTAL (lines 1-7)</b>		\$	Dollars and _____ Cents
<b>OPTIONAL EVALUATION</b>				
	Optional Evaluation		\$	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.			

**AGREEMENT  
BY AND BETWEEN  
NEW YORK CITY HOUSING AUTHORITY  
AND  
[ \_\_\_\_\_ ]  
FOR  
(CDBG-DR) ARCHITECTURAL AND ENGINEERING SERVICES  
IN CONNECTION WITH  
SANDY RESILIENCY & RENEWAL PROGRAM @ RED HOOK, BROOKLYN**

**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 the Red Hook East and Red Hook West Houses (collectively, 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, 9<sup>th</sup> 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**

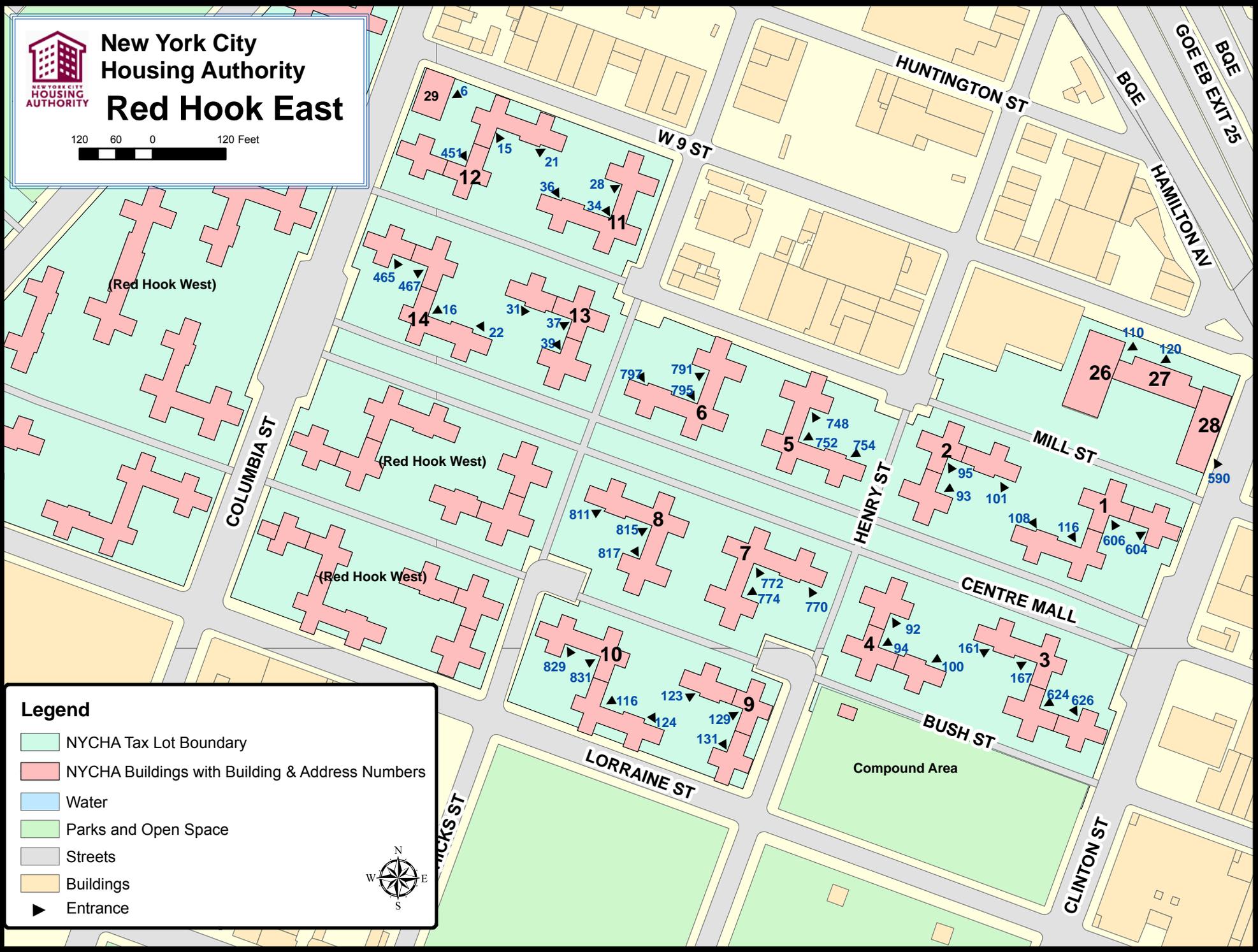
**FEE PROPOSAL**

[TO BE INSERTED PRE-AGREEMENT AWARD]



New York City  
Housing Authority  
**Red Hook East**

120 60 0 120 Feet



**Legend**

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



# RED HOOK EAST

BLDG#	BIN#	M	SH#	ADDRESS	ZIP CODE	BLOCK	LOT	AMP#	FACILITY
1	3332219	M	004	108 MILL STREET	11231	538	1	NY005000040	
1	3332219	M	003	116 MILL STREET	11231	538	1	NY005000040	
1	3332219	M	001	604 CLINTON STREET	11231	538	1	NY005000040	ROOFTOP LEASE LOCATION
1	3332219	M	002	606 CLINTON STREET	11231	538	1	NY005000040	BOILER
2	3332218	M	005	101 CENTRE MALL	11231	538	1	NY005000040	
2	3332218	M	007	93 CENTRE MALL	11231	538	1	NY005000040	
2	3332218	M	006	95 CENTRE MALL	11231	538	1	NY005000040	
3	3332220	M	011	161 BUSH STREET	11231	538	1	NY005000040	
3	3332220	M	010	167 BUSH STREET	11231	538	1	NY005000040	
3	3332220	M	009	624 CLINTON STREET	11231	538	1	NY005000040	
3	3332220	M	008	626 CLINTON STREET	11231	538	1	NY005000040	
4	3332217	M	012	100 CENTRE MALL	11231	538	1	NY005000040	
4	3332217	M	014	92 CENTRE MALL	11231	538	1	NY005000040	
4	3332217	M	013	94 CENTRE MALL	11231	538	1	NY005000040	
5	3332224	M	017	748 HENRY STREET	11231	538	1	NY005000040	
5	3332224	M	016	752 HENRY STREET	11231	538	1	NY005000040	
5	3332224	M	015	754 HENRY STREET	11231	538	1	NY005000040	
6	3332228		018	62 MILL STREET	11231	538	1	NY005000040	DEVELOPMENT MANAGEMENT OFFICE
6	3332228	M	018	791 HICKS STREET	11231	538	1	NY005000040	
6	3332228	M	019	795 HICKS STREET	11231	538	1	NY005000040	
6	3332228	M	020	797 HICKS STREET	11231	538	1	NY005000040	
7	3332225	M	021	770 HENRY STREET	11231	538	1	NY005000040	BOILER
7	3332225	M	022	772 HENRY STREET	11231	538	1	NY005000040	
7	3332225	M	023	774 HENRY STREET	11231	538	1	NY005000040	
8	3332230	M	026	811 HICKS STREET	11231	538	1	NY005000040	
8	3332230	M	025	815 HICKS STREET	11231	538	1	NY005000040	
8	3332230	M	024	817 HICKS STREET	11231	538	1	NY005000040	
9	3332226	M	029	123 LORRAINE STREET	11231	538	1	NY005000040	
9	3332226	M	028	129 LORRAINE STREET	11231	538	1	NY005000040	
9	3332226	M	027	131 LORRAINE STREET	11231	538	1	NY005000040	
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10	3332230	M	030	124 BUSH STREET	11231	538	1	NY005000040	
10	3332231	M	033	829 HICKS STREET	11231	538	1	NY005000040	
10	3332231	M	032	831 HICKS STREET	11231	538	1	NY005000040	
11	3332227	M	036	28 WEST 9TH STREET	11231	538	1	NY005000040	
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12	3332069	M	038	15 MILL STREET	11231	538	1	NY005000040	
12	3332069	M	037	21 MILL STREET	11231	538	1	NY005000040	
12	3332069	M	039	451 COLUMBIA STREET	11231	538	1	NY005000040	
12	3332069	M	040	453 COLUMBIA STREET	11231	538	1	NY005000040	
13	3332216	M	043	31 CENTRE MALL	11231	538	1	NY005000040	
13	3332216	M	042	37 CENTRE MALL	11231	538	1	NY005000040	
13	3332216	M	041	39 CENTRE MALL	11231	538	1	NY005000040	BOILER
14	3332221	M	045	16 MILL STREET	11231	538	1	NY005000040	
14	3332221	M	044	22 MILL STREET	11231	538	1	NY005000040	
14	3332221	M	047	465 COLUMBIA STREET	11231	538	1	NY005000040	
14	3332221	M	046	467 COLUMBIA STREET	11231	538	1	NY005000040	
26	3339411		100	110 WEST 9TH STREET	11231	538	1	NY005000040	COMMUNITY CENTER/ BOILER
27	3339412		101	120 WEST 9TH STREET	11231	538	1	NY005000040	HEAD START CENTER
28	3339413		086	588 CLINTON STREET	11231	538	1	NY005000040	COMMERCIAL SPACE (STORE #1)
28	3339413		086	588A CLINTON STREET	11231	538	1	NY005000040	COMMERCIAL SPACE (STORE #2)
28	3339413	M	086	590 CLINTON STREET	11231	538	1	NY005000040	COMMERCIAL SPACE (STORE #3)
28	3339413		086	592 CLINTON STREET	11231	538	1	NY005000040	COMMERCIAL SPACE (STORE #4)
28	3339413		086	592A CLINTON STREET	11231	538	1	NY005000040	COMMERCIAL SPACE (STORE #5)
28	3339413		086	594 CLINTON STREET	11231	538	1	NY005000040	COMMERCIAL SPACE (STORE #6)
28	3339413		086	594A CLINTON STREET	11231	538	1	NY005000040	COMMERCIAL SPACE (STORE #7)
28	3339413		086	596 CLINTON STREET	11231	538	1	NY005000040	COMMERCIAL SPACE (STORE #8)
28	3339413		086	598 CLINTON STREET	11231	538	1	NY005000040	COMMERCIAL SPACE (STORE #9)
29	3334251		087	441 COLUMBIA STREET	11231	538	1	NY005000040	COMMERCIAL SPACE (STORE #10)
29	3334251		087	443 COLUMBIA STREET	11231	538	1	NY005000040	COMMERCIAL SPACE (STORE #11)
29	3334251		087	445 COLUMBIA STREET	11231	538	1	NY005000040	COMMERCIAL SPACE (STORE #12)

29	3334251		087	445A COLUMBIA STREET	11231	538	1	NY005000040	COMMERCIAL SPACE (STORE #13)
29	3334251		087	447 COLUMBIA STREET	11231	538	1	NY005000040	COMMERCIAL SPACE (STORE #14)
29	3334251		087	449 COLUMBIA STREET	11231	538	1	NY005000040	COMMERCIAL SPACE (STORE #15)
29	3334251	M	087	6 WEST 9TH STREET	11231	538	1	NY005000040	

**NOTE:**

*BLDG# = Building #*

*SH# = Stairhall # (Account # for FHA)*

*M = Residential Mailing Address*

*BIN# = Building Identification Number*

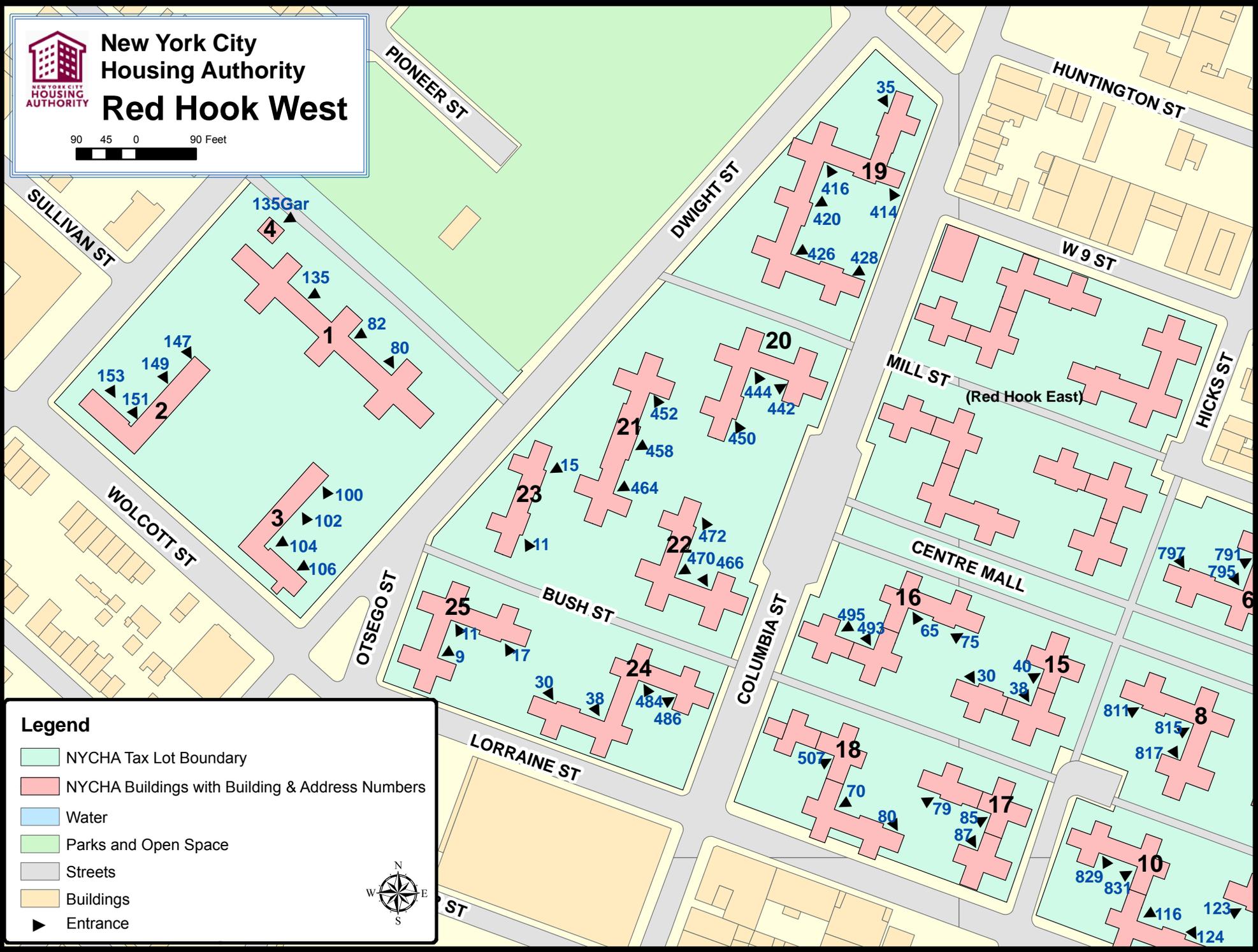
*AMP# = Abbreviation for Asset Management Project (AMP) Numbers*

*Revised as of 03/31/2011*



New York City  
Housing Authority  
**Red Hook West**

90 45 0 90 Feet



**Legend**

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



# RED HOOK WEST

BLDG#	BIN#	M	SH#	ADDRESS	ZIP CODE	BLOCK	LOT	AMP#	FACILITY
1	3323704	M	088	135 RICHARDS STREET	11231	557	1	NY005000790	
1	3323704	M	090	80 DWIGHT STREET	11231	557	1	NY005000790	POLICE SERVICE AREA #1 SATELLITE/ ROOFTOP LEASE LOCATION
1	3323704	M	089	82 DWIGHT STREET	11231	557	1	NY005000790	BOILER
2	3323703	M	091	147 RICHARDS STREET	11231	557	1	NY005000790	
2	3323703	M	092	149 RICHARDS STREET	11231	557	1	NY005000790	
2	3323703	M	093	151 RICHARDS STREET	11231	557	1	NY005000790	
2	3323703	M	094	153 RICHARDS STREET	11231	557	1	NY005000790	
3	3323702	M	098	100 DWIGHT STREET	11231	557	1	NY005000790	
3	3323702	M	097	102 DWIGHT STREET	11231	557	1	NY005000790	
3	3323702	M	096	104 DWIGHT STREET	11231	557	1	NY005000790	
3	3323702	M	095	106 DWIGHT STREET	11231	557	1	NY005000790	
3	3323702		095	6 WOLCOTT STREET	11231	557	1	NY005000790	SENIOR CENTER
4	3378168		099	135GAR RICHARDS STREET	11231	557	1	NY005000790	GARAGE
15	3332215	M	050	30 CENTRE MALL	11231	538	1	NY005000790	
15	3332215	M	049	38 CENTRE MALL	11231	538	1	NY005000790	
15	3332215	M	048	40 CENTRE MALL	11231	538	1	NY005000790	
16	3332222	M	053	493 COLUMBIA STREET	11231	538	1	NY005000790	
16	3332222	M	054	495 COLUMBIA STREET	11231	538	1	NY005000790	
16	3332222	M	052	65 BUSH STREET	11231	538	1	NY005000790	
16	3332222	M	051	75 BUSH STREET	11231	538	1	NY005000790	
17	3332223	M	057	79 LORRAINE STREET	11231	538	1	NY005000790	
17	3332229	M	056	85 LORRAINE STREET	11231	538	1	NY005000790	BOILER
17	3332229	M	055	87 LORRAINE STREET	11231	538	1	NY005000790	
18	3332223	M	061	505 COLUMBIA STREET	11231	538	1	NY005000790	
18	3332223	M	060	507 COLUMBIA STREET	11231	538	1	NY005000790	
18	3332223	M	059	70 BUSH STREET	11231	538	1	NY005000790	
18	3332229	M	058	80 BUSH STREET	11231	538	1	NY005000790	
19	3326974	M	067	35 DWIGHT STREET	11231	533	1	NY005000790	
19	3326974	M	066	414 COLUMBIA STREET	11231	533	1	NY005000790	
19	3326974	M	065	416 COLUMBIA STREET	11231	533	1	NY005000790	
19	3326974	M	064	420 COLUMBIA STREET	11231	533	1	NY005000790	
19	3326974	M	063	426 COLUMBIA STREET	11231	533	1	NY005000790	BOILER
19	3326974	M	062	428 COLUMBIA STREET	11231	533	1	NY005000790	
19	3323704		064	55 DWIGHT STREET	11231	533	1	NY005000790	DEVELOPMENT MANAGEMENT OFFICE
20	3326975	M	068	442 COLUMBIA STREET	11231	533	1	NY005000790	
20	3326975	M	069	444 COLUMBIA STREET	11231	533	1	NY005000790	
20	3326975	M	070	450 COLUMBIA STREET	11231	533	1	NY005000790	
21	3326976	M	071	452 COLUMBIA STREET	11231	533	1	NY005000790	
21	3326976	M	072	458 COLUMBIA STREET	11231	533	1	NY005000790	
21	3326976	M	073	464 COLUMBIA STREET	11231	533	1	NY005000790	
22	3326977	M	076	466 COLUMBIA STREET	11231	533	1	NY005000790	
22	3326977	M	075	470 COLUMBIA STREET	11231	533	1	NY005000790	
22	3326977	M	074	472 COLUMBIA STREET	11231	533	1	NY005000790	
23	3326206	M	078	11 BUSH STREET	11231	533	1	NY005000790	
23	3326206	M	077	15 BUSH STREET	11231	533	1	NY005000790	
24	3326978	M	082	30 BUSH STREET	11231	533	1	NY005000790	
24	3326978	M	081	38 BUSH STREET	11231	533	1	NY005000790	
24	3326978	M	079	484 COLUMBIA STREET	11231	533	1	NY005000790	
24	3326978	M	080	486 COLUMBIA STREET	11231	533	1	NY005000790	
25	3326207	M	084	11 LORRAINE STREET	11231	533	1	NY005000790	
25	3326207	M	083	17 LORRAINE STREET	11231	533	1	NY005000790	
25	3326207	M	085	9 LORRAINE STREET	11231	533	1	NY005000790	BOILER

**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

## **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](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.



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](mailto: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**