NELLIGAN WHITE ARCHITECTS PLLC

Contract **AE1203146**

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

NEW YORK CITY HOUSING AUTHORITY

REQUIREMENTS CONTRACT

WITH

NELLIGAN/WHITE ARCHITECTS, PLLC

FOR

ARCHITECTURAL AND ENGINEERING SERVICES

CONTRACT # AE1203146

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Exhibit C: Consultant's Proposal

Exhibit D: Fee Proposal

THIS AGREEMENT (the "**Agreement**"), dated as of the 2nd day of April, 2012 (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 NELLIGAN/WHITE ARCHITECTS, PLLC (the "**Consultant**"), a professional service limited liability company, organized and existing under the laws of the State of New York, having its principal offices at 20 West 20th Street, Suite 1100, New York, New York 10011 (each, a "**Party**" and collectively, the "**Parties**").

RECITALS

WHEREAS, NYCHA is the largest public housing authority in North America with 334 developments ("**Development(s)**"), approximately 403,995 authorized residents, and 11,686 employees; and

WHEREAS, NYCHA, in order to have various architectural and engineering professional services performed on an "as-needed" or "requirements" basis ("**Requirements Basis**") (the "**Services**"), issued a Request for Proposals on July 12, 2011 (the "**RFP**"), in furtherance of having qualified architecture and engineering consulting firms available on a Requirements Basis to perform such Services pursuant to NYCHA issued task orders ("**Task Order(s)**"); and

WHEREAS, the Consultant submitted a proposal to NYCHA on or about August 17, 2011, in response to the RFP (the "**Proposal**"), and represented therein that it possesses the necessary knowledge, skill and experience to perform the 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 for NYCHA on a Requirements Basis, 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 This Agreement incorporates the RFP, and all addenda thereto, copies of which both Parties acknowledge as being in their possession.[1] The RFP shall be deemed to be **Exhibit A** to this Agreement.

1.3 This Agreement incorporates the Consultant's Proposal, a copy of which both Parties acknowledge as being in their possession. The Proposal shall be deemed to be **Exhibit C** to this Agreement.

1.4 The Consultant's fee proposal ("**Fee Proposal**"), which is part of the Consultant's Proposal, is attached to this Agreement as **Exhibit D** for the convenience of the Parties.

1.5 This Agreement shall also incorporate all Task Orders and supplemental task orders ("**Supplemental Task Order(s)**") that are issued hereunder, if any.

1.6 In the event of any conflict in language between the Articles of this Agreement, the above-referenced exhibits, Task Orders, Supplemental Task Orders, and any additional exhibits attached hereto, the following shall be the order of precedence:

1.6.1 the Articles of this Agreement; then

1.6.2 the applicable Task Order / Supplemental Task Order; then

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

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

1.6.5 the Proposal.

ARTICLE 2 TERM; SURVIVAL

2.1 This Agreement will commence as of the Effective Date and will remain in effect until either (a) such time that all Services requested pursuant to Task Orders and Supplemental Task Orders issued hereunder are completed, as confirmed by NYCHA in writing, or (b) the five (5) year anniversary of the Effective Date, whichever occurs later (the "**Term**"). Notwithstanding the above, in no event will NYCHA issue new Task Orders to the Consultant subsequent to the five (5) year anniversary of the Effective Date.

[1] The RFP incorporates "Addendum No. 1" dated August 4, 2011, and the "Minutes of the Pre-Proposal Conference" ("**Proposer Conference Minutes**") dated August 11, 2011. In the event of any conflict in language between the sections of the RFP and the Proposer Conference Minutes, the terms of the Proposer Conference Minutes shall take precedence. Copies of these documents are attached hereto collectively within **Exhibit B**.

2.2 Any rights, obligations and remedies of either Party arising out of or in connection with 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, a copy of which is attached to the RFP as **Exhibit D**, 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 APPLIES);

2.2.3 Section N (RIGHT TO AUDIT; MAINTENANCE OF BOOKS AND RECORDS);

2.2.4 Section P (PROMOTIONAL LITERATURE);

2.2.5 Section Q (CONFIDENTIALITY);

2.2.6 Section Z (NEW YORK LAW); and

2.2.7 Section BB (LIMITATION OF NYCHA'S LIABILITY).

ARTICLE 3 SCOPE OF WORK

3.1 The Consultant shall perform the Services set forth within the RFP subject to the issuance of Task Orders and Supplemental Task Orders by NYCHA to the Consultant. Task Orders and Supplemental Task Orders will set forth the specific work and Services that the Consultant must perform in accordance with this Agreement.

ARTICLE 4 TASK ORDERS

4.1 As the need arises for Services to be performed, NYCHA may issue one (1) or more Task Orders to the Consultant to provide professional services in accordance with the specifications and requirements of the Task Order and this Agreement. Notwithstanding the above, NYCHA may only issue new Task Orders to the Consultant for a five (5) year period commencing on the Effective Date. The Consultant shall perform to completion all Task Orders/Supplemental Task Orders issued to it by NYCHA.

4.2 There is no obligation on the part of NYCHA to assign any specific number of Task Orders or quantity of work to the Consultant during the Term, and it is NYCHA's prerogative to award no Task Orders to the Consultant during the Term if NYCHA so elects.

4.3 All Task Orders issued by NYCHA to the Consultant shall set forth, among other things:

4.3.1 a description of the specific Services to be performed by the Consultant and the relevant Development(s);

4.3.2 any requirements for scheduling, phasing and/or time frame for the completion of the Services;

4.3.3 an overall not-to-exceed amount (including reimbursable expenses, if any) for the Services to be performed, which may include an itemization of the specific amounts to be paid for each task specified in the Task Order/Supplemental Task Order (the "**Not-to-Exceed Amount**"); and

4.3.4 all items specific to the Task Order not addressed in this Agreement.

4.4 In the event that (a) changes to a Task Order are necessary subsequent to its issuance by NYCHA to the Consultant, or (b) NYCHA seeks the performance of additional professional services by the Consultant pursuant to **Exhibit A** to the RFP, NYCHA may issue one (1) or more Supplemental Task Order(s) that further clarifies, defines, redefines, amends and/or supplements a previously issued Task Order. Supplemental Task Orders shall be deemed to be part of the underlying Task Order to which it relates.

ARTICLE 5 FEES AND PAYMENTS; PAYMENT POLICY

5.1 All Task Orders and Supplemental Task Orders issued to the Consultant under this Agreement will set forth a Not-to-Exceed Amount. In no event will NYCHA pay the Consultant more than this amount in connection with performing Services under the applicable Task Order or Supplemental Task Order.

5.2 NYCHA will pay the Consultant for all Services performed in accordance with the terms and conditions of this Agreement, including, but not limited to, **Exhibit B** to the RFP, and the fees/rates stated within the Consultant's Fee Proposal (**Exhibit D** hereto).

5.3 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.

5.4 All requisitions for payment 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 requisitions for payment, along with such additional documentation as NYCHA may reasonably request, to:

New York City Housing Authority
Capital Projects Division, Office of Design
90 Church Street, 12th floor
New York, New York 10007
Attn: Kristine Simmons

with a copy to:

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

5.5 NYCHA shall endeavor to pay the Consultant within thirty (30) calendar days after NYCHA's approval of requisitions, but NYCHA's failure to pay any such requisitions within thirty (30) calendar days shall not constitute a breach of this Agreement, and shall not entitle the Consultant to interest or penalties.

5.6 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 6 CONSULTANT AS AN INDEPENDENT CONTRACTOR

6.1 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 7 WORK WEEK

7.1 For Services performed pursuant to this Agreement, the normal work week shall be five (5) days, seven (7) 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 (7) hours in any one (1) day, or any hours worked by a professional on Saturdays or Sundays or NYCHA Holidays, shall be at no additional cost to NYCHA.

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 carry commercial general liability insurance, professional liability insurance, and other insurance as required by law, all in not less than the minimum amounts as set forth in Section J of **Exhibit D** to the RFP, and satisfactory proof of such insurance must be provided to NYCHA prior to commencing the performance of any Services under this Agreement.

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 Development(s) of all existing field/site conditions and dimensions relevant to Task Orders, 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 Task Order defined Development(s).

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 Contractors' means and methods of construction or for the Contractors' maintenance of site safety.

ARTICLE 15 SUBCONSULTANTS

15.1 In furtherance of, and not in limitation to, Section R of **Exhibit D** to the RFP:

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 **Exhibit D** to the RFP 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 REPLACEMENT OF PERSONNEL

16.1 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 (3) 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 specific Task Orders are issued to the Consultant.

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

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. The Consultant further agrees that it will assign at least one (1) licensed professional to work on each and every Task Order that may be issued by NYCHA to the Consultant.

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 **Exhibit D** to the RFP, 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 Effective Date or the expiration or earlier termination of this Agreement, turn over to NYCHA all materials developed pursuant to this Agreement, including, but not limited to, 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 work resulting from the Consultant's recommendations 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, including all Task Orders. 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 document 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 notice, report or other written communication is to be given under this Agreement is Scott Groom AIA, Director, or his designee ("**NYCHA's Representative**"). NYCHA's Representative is also the person authorized to provide any approvals of deliverables or otherwise as may be required under the terms of this Agreement.

ARTICLE 27 NOTICES

27.1 All notices and correspondence to the Parties hereunder, other than routine communications regarding the Services, 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:

NELLIGAN/WHITE ARCHITECTS, PLLC
20 West 20th Street, Suite 1100
New York, New York 10011
Attn: Bruce G. Nelligan, AIA LEED AP, Principal

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

New York City Housing Authority
Capital Projects Division, Office of Design
90 Church Street, 12th floor
New York, New York 10007
Attn: Scott Groom, AIA, Director

with a copy to:

New York City Housing Authority
Law Department
250 Broadway, 8th 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 SEVERABILITY

29.1 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 30 NO WAIVER

30.1 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.

ARTICLE 31 HEADINGS

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

ARTICLE 32 AUTHORITY OF SIGNATORY

32.1 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 33 COUNTERPARTS

33.1 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 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: Scott Groom, AIA
Title: Director
Date Signed (MM/DD/YEAR): 4/ 4 /2012

NELLIGAN/WHITE ARCHITECTS, PLLC

By: _____
Name: Bruce G. NELLIGAN
Title: MANAGING PARTNER
Date Signed (MM/DD/YEAR): 04 / 02 /2012

EXHIBIT A

NYCHA'S RFP

The Parties each acknowledge being in possession of the RFP.

The RFP is referred to herein as if it is attached hereto in its entirety as Exhibit A.

EXHIBIT B

ADDENDUM NO. 1 AND MINUTES OF PRE-PROPOSAL CONFERENCE

NEW YORK CITY
HOUSING
AUTHORITY

NEW YORK CITY HOUSING AUTHORITY
90 CHURCH STREET • NEW YORK, NY 10007
TEL: (212) 306-3000 • http://nyc.gov/nycha

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VILMA HUERTAS
SECRETARY
MICHAEL P. KELLY
GENERAL MANAGER

August 4, 2011

ADDENDUM NO. 1

To

CONTRACT NO.: AE0000002

For

REQUEST FOR PROPOSAL ARCHITECTURAL AND ENGINEERING SERVICES

Notice of Postponement

Please be advised that the bid scheduled for August 10, 2011 @ 4:00pm been postponed until August 17, 2011 @ 04:00pm..

Vaughn Bowles for G. Guillo
Gloria Guillo, MPA, CPPO
Procurement Administrator

This is the end of addendum #1 consisting of one (1) page of text.

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VILMA HUERTAS
SECRETARY
ATEFEH RIAZI
ACTING GENERAL MANAGER

August 11, 2011

MINUTES OF PRE-PROPOSAL CONFERENCE

TITLE OF CONTRACT:	RFP for Architectural and Engineering Services
MEETING DATE:	July 27, 2011
TIME STARTED:	10:20 AM
TIME ADJOURNED:	12:10 PM
MEETING PLACE:	NYCHA, 90 Church Street, 5th Floor Ceremonial Room, New York, NY 10007

General greetings and an overview of the Scope of Work for the A&E RFP were given by Scott Groom, Director, Office of Design.

Miriam Youssef, Team Leader, Standards & Needs Assessment, gave an introduction and explanation of NYCHA's housing stock, specifically addressing the aging condition of the developments.

Ms. Youssef then introduced the following NYCHA staff who conducted a PowerPoint presentation of the RFP as follows:

Anthony Piscopia, Deputy Director, Office of Design, Architectural Section, addressed the architectural aspects of the RFP including expediting, cost estimating, construction administration, demolition monitoring, sustainability, high performance design, landscaping, historical preservation, environmental assessment, green and conventional needs assessment, site surveying, peer review of contract documents, specification writing, programming services and scanning and archiving.

Mehdi Naraghi, Deputy Director, Office of Design, Engineering Section, addressed the engineering aspects of the RFP including structural, mechanical, electrical, communications, plumbing, civil engineering, fire protection, special inspections and testing and probing.

Michelle Pinnock, Senior Advisor, Resident Economic Empowerment & Sustainability, addressed Section 3 requirements.

Rashia Mason, Assistant Director, Department of Equal Opportunity, outlined opportunities and resources available for M/W/SBE firms.

Scott Groom, Director, Office of Design, advised Proposers that NYCHA is seeking qualified Architectural and Engineering firms to ensure that Capital Projects for A&E Services are completed in a timely, efficient and cost effective manner; that the RFP is clear as to NYCHA's needs and intent to award A&E contracts up to $60

million dollars in aggregate; that the duration of the A&E contracts will be for (5) five years; that contract award will be given to selected A&E firms who can perform the scope of work indicated in the RFP with sufficient sub-consultants to compliment the team; whether the responding Proposers had difficulties downloading the RFP from iSupplier; clarified that audited or reviewed financial statements can be for the years 2008 and 2009 or 2009 and 2010; that any additional questions are to be submitted to Ms. Kristine Simmons, A&E RFP Coordinator and Team Leader, AE Task Order Unit, via email ae.rfp@nycha.nyc.gov by close of business Thursday, July 28, 201. Proposals are now due August 17, 2011 by 4:00 PM, 11th floor, Bid Reception Area, 90 Church Street.

Gloria Guillo, Procurement Administrator, provided information regarding the Vendex process via the Mayor's Office of Contracts ("MOCS") and that Proposers must be registered with MOCS.

The meeting was then opened to questions. Oral and written Questions were received during the Pre-Proposal Conference.

RFP and AE Design Services:

Q1 Per Attachment #2, B. - Could you give a more detailed description of what the requirements are for a Statistician and Data, I.T. Manager.

A1 The requirements for Statistician and I.T. Manager are primarily staff or consultants that work with A&E providing a Needs Assessment or Green Economic Analysis. The I.T. Manager would provide professional services to engineer the software database used to collect, organize & hold the inspection data.

The Statistician would provide professional services to work with the inspection A&E and I.T. Manager to create algorithms in the database to analyze the data and assist creating reports that make projections regarding costs and key indicators in the needs data.

Q2 From the pre-proposal meeting, my understanding is the services of Statistician and Data/IT Manager will be deleted in the addendum. If not, please describe the services that would be provided by these specialists, in the context of the probable task order types.

A2 In that the AE RFP includes providing Needs Assessment and/or Green Economic Analysis, the role of a Statistician and I.T. Manager will not be deleted.

Q3 Regarding roofs, exterior restorations, how does this relate to LL11 RFP? Will contracts include building exterior restoration?

A3 The LL11 RFP included the ability to do contract documents for roof replacements and façade work as does this RFP. LL11 Inspections are not part of this RFP.

Q4 I did not see the list of required submissions contained in the slide show in the RFP.

A4 Please refer to Section III, C, 1. (a) through (t) and Section C., 2, 3, 4, and 5 of the RFP, for the required documents to be contained in your submissions package.

Q5 Insurance requirements - $5M Professional liability coverage for prime and sub-consultants – this seems excessive and not in keeping with other NYC contracts of this type. Any chance this could be reduced?

A5 These requirements are the current NYCHA policy.

Q6 My firm has over 25 years in architectural experience. We have a member of our firm that has performed two (2) city projects. Does this meet your requirement as list in Section IV, A.5?

A6 This would be considered since we are looking for a familiarity of working with large agencies like NYCHA. Include this information in the Additional Information portion of your proposal.

Q7 **Is there a chance that the response due date of August 10th be extended since the NYC School Construction Authority currently has a term contract RFP out which is due on August 1st.**

A7 We have extended the deadline for RFP submission to Wednesday, August 17, 2011. All submissions must be received by 4PM at 90 Church Street, 11th Floor Bid Reception Area. Please allow enough time to be cleared through Security in the lobby.

Q8 **Section 1 of the RFP cites professional services in connection with expansion of NYCHA facilities along with possible new construction. Will there be any expansion or new construction projects in this cycle?**

A8 New expansion projects are not currently in our Five Year Plan. That could change next year. We do have a Department of Development that issues RFP's on new developments but that doesn't come through the Office of Design, Capital Projects.

Q9 **How many contracts do you anticipate to award in the Five Year Plan?**

A9 We do not have a fixed amount in mind.

Q10 **It would be helpful to M/W/SBE firms to market their services to prime firms if you would publish the sign-in sheet.**

A10 It is NYCHA practice not to release the sign-in sheets from Proposer Conferences.

Q11 **Will the slide show be made available?**

A11 Yes, we will provide that as part of the addendum.

Q12 **Roofing – capturing and retaining / detaining roof water in an effort to sustainability. How are you pursuing that viability?**

A12 NYCHA is working closely with the Department of Environmental Protection for opportunities to enhance those efforts.

Q13 **Can a firm submit a proposal as prime and also as a subconsultant with another firm?**

A13 Yes.

Q14 **Since the hourly rates are for the five year term – are cost inflation factors being considered?**

A14 We don't have a built in mechanism for cost inflation factors. We are asking that the rates you submit be held for the term of the contract, but that isn't to say we wouldn't reconsider based on work to be done at a future time based on economic conditions.

Q15 **What is the range of construction budgets?**

A15 That is determined by the number of buildings/developments that are packaged together. If we package a renovation of an entire development it can be $50 million or more, boiler projects, $5-8 million. Generally, OoD work starts at about $1 million, on average $1-3 million.

Q16 **Is a CM going to be involved?**

A16 For projects over $3 million, we may use a construction management firm.

Q17 **Would you please consider reducing the fees for services during construction from 30% to 20%, which is usually the industry standard?**

A17 Industry standard is 25% and NYCHA feels a greater need for consultant involvement during that phase.

Q18 **Will NYCHA put out an RFP for Cost Estimating Consultants?**

A18 Yes, an RFP for specialized services will be released shortly so that NYCHA can have a direct contract with consultants like this. This discipline should be included within this RFP as well.

Q19 Do we need to include an elevator sub in the sub-consultant team?

A19 No, NYCHA has elevator design consultants obtained in a recent RFP and does not ask for one in this RFP.

Q20 Please elaborate on what you are looking for in Section III, C., 1. (h) of the RFP, What is meant by corporate structure of proposers as it relates to their sub-consultants?

A20 To the extent not addressed by Proposer in response to Section III (C)(1)(f), this item seeks a further description/detailed organizational chart of the corporate structure of the Proposer as it relates to its sub-consultants. For instance, the Proposer should indicate which of the officers of the Proposer (or any other affiliate or parent company) will have influence over the management of Task Orders. Proposers should clearly 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.

Q21 What Building Codes will apply to NYCHA buildings for architecture/engineering work; mechanical; accessibility; building site safety? i.e., are buildings built with federal or state money following federal specs/codes or NY State codes?

A21 Projects are to comply with the latest NYC Building Codes. Source of funding does not affect this.

Q22 You are requesting testing and environmental services; however, these services are not listed in the Fee Proposal. Please clarify.

A22 The fees for Testing and Environmental Services will be requested in a proposal at the time a specific scope of work is addressed under a Task Order.

Q23 We do not have in-house MEP but can team with a firm that does. It is required that submission must have all disciplines?

A23 No, it is not required that you submit a proposal as a full-service team but the types of projects we ask you to propose on may be limited.

Q24 Is it more beneficial to submit your firm's expertise since the majority of task orders appear to be specialized?

A24 Submit your firm's expertise and the scopes of work you are most qualified to do.

Q25 On page 12 of Section III, (j) Key Personnel, NYCHA asks the Proposer to identify a single Project Manager. However, on Exhibit C, Attachment 2, page 1, NYCHA requests two project managers, one for architectural, one for engineering. Please clarify.

A25 One Project Manager will be identified in each project Task Order – an Architect or an Engineer depending on the scope of work. Under Exhibit C, firms will identify the possible Project Managers.

Q26 Also on Exhibit C, Attachment 2, page 1, typically a firm would propose a single Principal-in-Charge. Yet on this form NYCHA requests two Principals, one for architecture and one for engineering. Please clarify.

A26 Same as A25, only for Principals. This could be the same person if qualified.

Q27 With regard to the Fee Schedule (Attachment 3), page 3, please describe the services that would be performed by a Scheduler in the context of the probable task order types.

A27 A "Scheduler" will be applicable for needs assessment or green economic analysis services. The Scheduler may also be necessary for complex projects/assignments.

Q28 If the prime consultant does not have Wick's Law experience, will it disqualify the firm?

A28 No.

Q29 Can Wick's Law experience be fulfilled by a sub-consultant?

A29 Yes.

Q30 If the prime consultant has Wick's Law experience as sub-consultant on prior projects, will that be acceptable?

A30 Yes.

Q31 Can you please provide the names of incumbent firms?

A31 It is NYCHA practice not to release the names of incumbent firms.

Q32 In the last cycle, how many firms submitted proposals and how many firms were awarded contracfs?

A32 About forty-eight firms submitted proposals and twenty-one firms were selected.

Q33 Is it necessary or mandatory for the team to include every service listed in the scope of work in the RFP (Items #1 through #28) or can this be done, if necessary, at the time of the project assignment?

A33 It is important for NYCHA to identify the capabilities of each firm in order to match the scope of work with the appropriate firm. A team does not need to provide every scope item.

Q34 If the team does not have all 28 service capabilities, will it negatively impact selection of the firm?

A34 No. See A33 above.

Q35 Are there any page limitations to various sections of the proposal?

A35 No but NYCHA prefers concise quality over volume.

Q36 In Attachment #2 under item B, Identification of Sub-consultants, do you want us to list name of consultant firms or name of individuals?

A36 Both should be identified.

Q37 In Attachment #2 under item B. Identification of Sub-Consultants, is it necessary to name every position? What if the team has some of the disciplines missing? Will it negatively impact selection?

A37 Similar to A33. Disciplines not listed will be assumed not available.

Q38 Per page 17 of the RFP, "Provide visual materials of past work relevant to this RFP", what type of work are you looking for?

A38 Renderings, photos, portfolio type in 8"x11" max indicating size and cost of relevant work.

Q39 Are financial statements required by the subs as well as the prime?

A39 No, just prime contractors must submit financial statements.

Q40 What kind of work does NYCHA anticipate for this program? We are a technical engineering firm and are not looking to hire anyone except engineers.

A40 NYCHA is looking to contract a diverse and qualified pool of consultants then to match the best firms with a specific project scope.

Q41 The RFP indicates that "one signed original and 5 copies of tech proposal" and "2 signed originals of fee proposal" are to be submitted. Are similar multiple copies required of Proposal Parts III, IV and V? And, can Proposal Parts III, IV & V be submitted together or do they need to be submitted separately and individually?

A41 Parts III, IV & V should be submitted together as part of the technical proposal package with the same multiple copies required for the rest of the tech proposal.

Q42 Do all subconsultants need to meet the established insurance requirements?

A42 Yes.

Law Dept. Questions:

Q43 Would NYCHA consider modifying Exhibit D – NYCHA General Terms and Conditions, INDEMNIFICATION, page 4, K. (1) by deleting: "(or any consequential damages related to such personal injury, bodily injury or property damage), arising out of or resulting from any work or Services provided by the Consultant or its employees, agents, subconsultants or subcontractors in conjunction with the Agreement, or arising"

A43 Section III (C) (3) of the RFP states, in part, that Proposers must "clearly identify and explain in this part of its Proposal any exception that it may take to any of the terms and conditions of this RFP…" If a Proposer takes exception to, for instance, a term set forth within the General Terms and Conditions (i.e., Section K (1)), they must state so in their Proposal. Proposers are reminded that "[t]he 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." (RFP Section IV(C).)

M/W/SBE Questions:

Q44 If an MBE firm submits their RFP, does this count to the M/W/SBE goal or does the firm still need to meet 20% goal?

A44 All firms, including MWSBE firms are asked to meet, to the greatest extent feasible, the 20% subcontractor outreach goal. In which all firms must demonstrate to the greatest extent feasible, 20% of all subcontractors sought for subcontracting awards were MWSBE firms.

Q45 Our firm, as a prime, is a certified WBE/SB – Does this count regarding sub consultants?

A45 NYCHA is committed to MWBSE participation at all levels of procurement. MWSBE primes help to achieve increased participation overall, however, it does not contribute to subcontracting participation. This is why all primes, including MWSBE firms, are asked to the greatest extent feasible, to meet the 20% subcontractor outreach goal.

Q46 Is use of MBE and WBE sub-consultants mandatory? If yes, what is the minimum percentage participation for each?

A46 No, NYCHA is not making mandatory the use of MWSBE sub contractors. We are requesting that to the greatest extent feasible, 20% of all subcontractors sought for award are MWSBE firms to hopefully increase the opportunities for MWSBE firms.

Q47 If we do not use MBE and WBE sub-consultants, will it negatively impact selection?

A47 No. However, Consultants that are awarded NYCHA A&E contracts are expected to present meaningful levels of MWSBE firms as subcontractors, vendors or any combination of the foregoing. Consultants must submit written evidence or other proof demonstrating that to the greatest extent feasible, 20% of all firms sought for consideration for award of subcontracts or services and/or products have been MWSBE firms.

Section 3 Questions:

Q48 The RFP reads that we need to complete Section 3: Hiring Plan. Is this mandatory during the proposal process or does these forms need to be completed upon award?

A48 The completion and submission of the Hiring Plan is mandatory with the submission of the proposal.

Q49 Attachment #4, how does the hiring plan relate to this proposal, particularly for unskilled workers?

A49 As required by federal regulation, all recipients of HUD funding, to the greatest extent feasible, must create economic opportunities for Section 3 residents with first priority given to public housing residents. The purpose of the hiring plan is for the proposer to outline their current workforce, project future workforce needs (new hires) and demonstrate how compliance with Section 3 (30% of new hires) will be met in terms of hires and outreach efforts. If the proposer does not project the need for an unskilled worker, "0" or "Not Applicable" should be entered. When completing hiring plans and hiring new staff or subcontracting, NYCHA encourages applicants to consider their overall workforce needs to provide diverse economic opportunities for public housing residents.

Procurement Questions:

Q50 The top-right section of the Doing Business Data Form is typically filled out by the agency prior to proposal submission but is left blank by NYCHA on this RFP. Was this done intentionally?

A50 No, NYCHA will fill this in when we are ready to submit it.

NEW YORK CITY HOUSING AUTHORITY

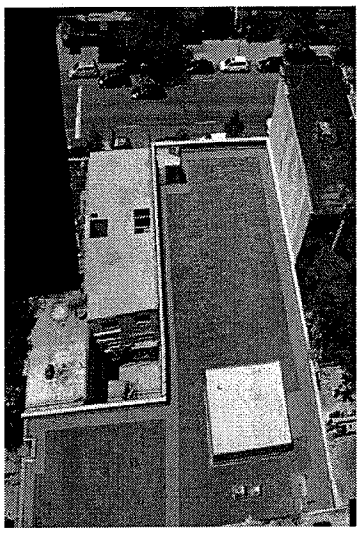
July 27, 2011

PROPOSERS' CONFERENCE

FOR

Architectural and Engineering Services

Capital Projects Division



MEETING OBJECTIVES

❑ PART I:
Mariam Youssef
Introduction

❑PART II:
Anthony Piscopia/Mehdi Naraghi
Scope of Services

❑PART III:
Michelle Pinnock
Section 3 Requirements

NEW YORK CITY HOUSING AUTHORITY

MEETING OBJECTIVES

❑PART IV:
Rashia Mason
Opportunities for MWSBE Firms

❑ PART V:
Scott Groom
Overview RFP and Proposal Requirements

❑PART VI:
Questions

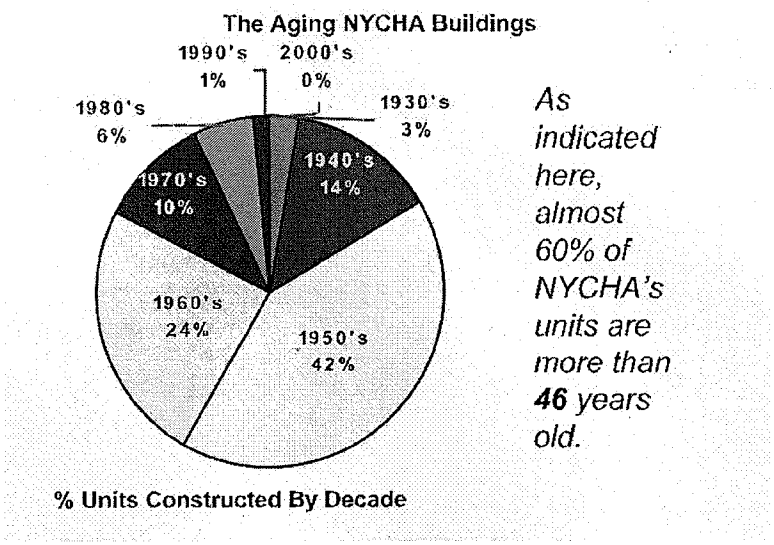
NEW YORK CITY HOUSING AUTHORITY

PART I :
Introduction

NYC Housing Authority

- Created in 1934
- First Houses opened in 1936
- 324 Developments in the 5 Boroughs
- 178,882 apartments
- 2,602 residential buildings
- 3,324 elevators
- 11,686 employees serve 403,995 residents

NEW YORK CITY HOUSING AUTHORITY

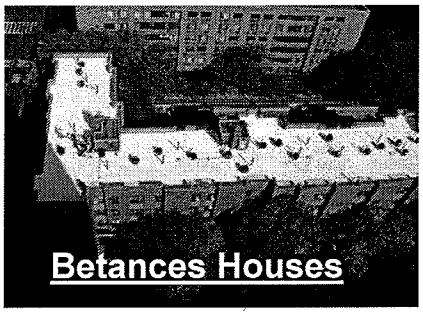


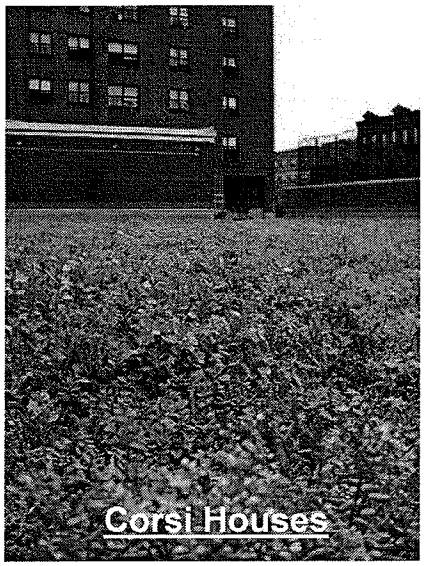
*As indicated here, almost 60% of NYCHA's units are more than **46** years old.*

PART II

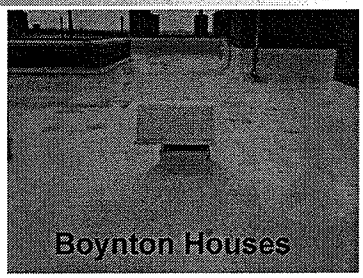
Scope of Services

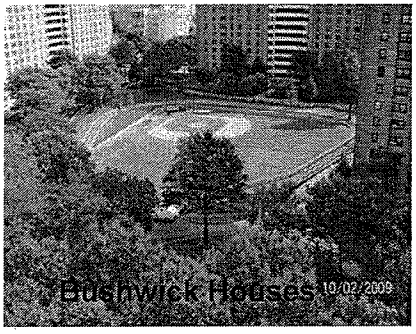
- Architectural
- Expediting
- Cost estimating
- Construction administration
- Demolition monitoring
- Sustainability and high performance design

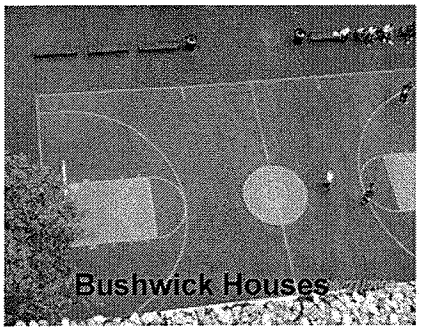




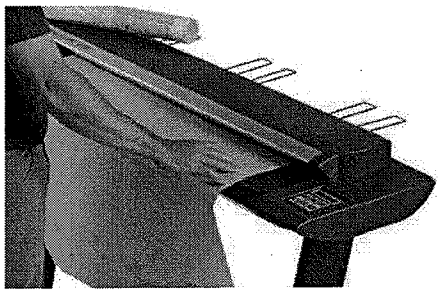
- Landscaping
- Historical preservation
- Environmental assessment
- Green and conventional needs assessment
- Site surveying

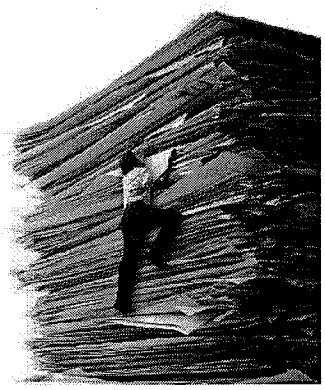




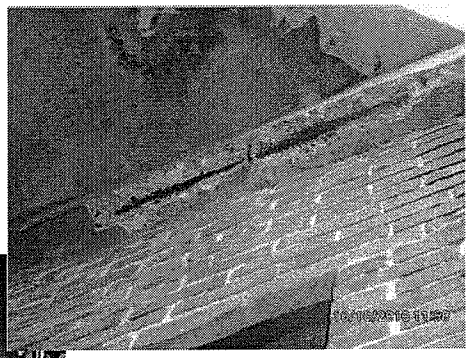


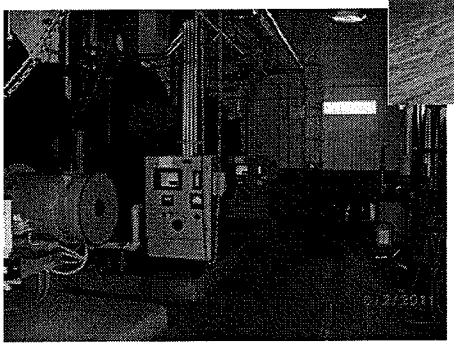
- Peer review of contract documents
- Specification writing
- Programming services
- Scanning and archiving



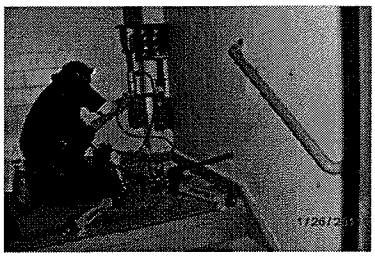


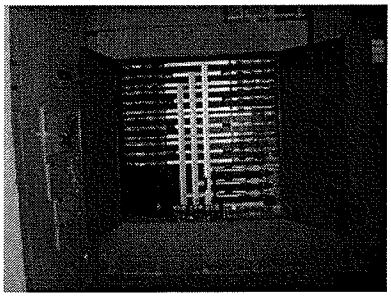
- Engineering
- Structural
- Mechanical
- Electrical and Communications

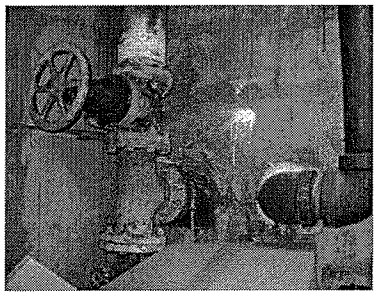




- Plumbing
- Civil engineering
- Fire protection
- Special inspection
- Testing and probing







PART III:

Section 3 Requirements

PART III:

- SECTION 3 REQUIREMENTS

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.

This RFP requires a Section 3 Hiring Plan. Exhibit C Attachment #6.

Exhibit E provides the definitions of Section 3 Residents, Businesses, and Authority Priority Categories.

Part III - Section 3 Resident Hiring Plan

Consultant's are required to submit a Section 3 Hiring Plan for NYCHA's review and approval.

The Hiring Plan requires the Proposers to:

i. Identify the number of positions by trade and skill level that will be targeted to be filled by Section 3 Residents;

ii. Make a good faith effort to utilize Section 3 Residents in filling vacant training and employment positions.

Part IV:

Opportunities for Minority-owned, Women-owned and Small Business Enterprises

Part IV: Opportunities for Minority-owned, Women-owned and Small Business Enterprises

- It is NYCHA policy to ensure all businesses have equal opportunity to participate in all aspects of NYCHA procurement of goods, services and construction
- NYCHA seeks maximum participation of Minority-owned, Women–owned and Small Businesses (MWSBEs) in all levels of the procurement of goods, services and construction.
- NYCHA's Department of Equal Opportunity, Office of Business Opportunities administers NYCHA's MWSBE Program. Please feel free to contact our office at:

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

Part IV: Opportunities for Minority-owned, Women-owned and Small Business Enterprises

- The Consultant will be required to submit written evidence or other proof demonstrating that, to the greatest extent feasible, a meaningful level or 20% of all firms sought for consideration for award of subcontracts for services and/or products have been MWSBE firms.
- Consultant agrees to attend at least two MWSBE outreach events during the life of the contract to identify new MWSBE firms to participate in subcontracting activities.
  - Events are posted on the website
  - Consultants also will be notified of various outreach events.
- The Subcontractor Outreach Report shall be submitted to the Authority's Office of Business Opportunities for review prior to the Contractor's award of each subcontract.

NEW YORK CITY HOUSING AUTHORITY

PART V:

Overview RFP and Proposal requirements

NEW YORK CITY HOUSING AUTHORITY

CONTRACT TERM AND TASK ORDERS

- NYCHA intends to select the most qualified Proposers.
- Each agreement will have a five year term.
- Each Consultant Agreement will be awarded in multiple requirements agreements or Task Orders for the professional service requested at various levels of magnitude per NYCHA's discretion.
- Compensation per Task Order will be based on fees proposed within the submitted Fee Proposals

MINIMUM QUALIFICATION REQUIREMENTS

1. Principal must be a licensed architect or professional engineer in the State of New York.
2. The Proposer must meet the financial criteria for liquidity and equity for "Financial Statements."
3. Minimum of five (5) years' experience.
4. Completed a minimum of two (2) projects for New York City or New York State agencies.
5. 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.
6. A record of business integrity, free of any significant legal penalties or judgments for the last five (5) years

TECHNICAL CONTENTS REQUIREMENTS

- ❑ Contact Sheet (Exhibit C, Attachment #1)
- ❑ Table of Contents (Part III. C. 1. (b))
- ❑ Introductory Cover Letter (Part III. C. 1. (c))
- ❑ Minimum Qualifications (Part III. C. 1. (d))
- ❑ Key Personnel (Part III. C. 1. (e), (j))
- ❑ Organizational Chart and Resumes (Part III. C. 1. (f))
- ❑ Summary – Statement of Proposal (Part III. C. 1. (g))
- ❑ Corporate Structure (Part III. C. 1. (h))
- ❑ Proof of Legal Existence/Identity (Part III. C. 1. (i))
- ❑ Sub-consultants (Part III. C. 1. (k))
- ❑ Section 3 Hiring Plan (Part III. C. 1. (l))
- ❑ Business References (Part III. C. 1. (m))
- ❑ Reviewed or Audited Financial Statements (Part III. C. 1. (n))
- ❑ Non-financial Resources (Part III. C. 1. (o))
- ❑ Doing Business Data Form (Part III. C. 1. (p))
- ❑ Confirmation of Vendex Compliance (Part III. C. 1. (q))
- ❑ Acknowledgement of Addenda (Part III. C. 1. (r))
- ❑ Statement of Understanding (Part III. C. 1. (s))
- ❑ Proposer's Certification (Part III. C. 1. (t))
- ❑ Fee Proposal (Part III. C. 2)
- ❑ Exceptions to the Terms of this RFP (Part III. C. 3.)
- ❑ Proposer's Additional Information – Optional (Part III. C. 4.)
- ❑ Additional Brochures and Attachments – Optional (Part III. C.5.)

VENDEX APPLICATION

As NYCHA will review the Vendex status and results of Vendor Name Checks ["VNC"], firms should have the following documents ready at time of bid:

- ❑ **Updated Vendex applications on file with the Mayor's Office of Contract Services ["MOCS"]**
- ❑ **Two original "Certifications of No Change" or an Amended Vendex resubmitted to MOCS.**

PROPOSAL CONTENT REQUIREMENTS SEPARATELY SEALED DOCUMENTS

- Fee Proposals (Exhibit C, Attachments #3, 4 & 5)
- Section 3 – Hiring Plan (Exhibit C, Attachment #6)
- Audited Financial Statements
- Doing Business Data Forms (Exhibit G)

Each separately sealed document must be labeled with the Proposer's name, address, email, and phone number.

The outer envelope must include Proposer's Name, address, email, and phone number.

Required submission:

- One (1) original signed by principal or officer of the Proposer's firm
- Five (5) copies.

NEW YORK CITY HOUSING AUTHORITY

TIMELINE

- Proposal Conference: July 27, 2011
- Addendum to be emailed by no later than August 3rd , 2011 to all who registered on-line and/or attended today's meeting.
- Proposal Submission Due Date: Wednesday, August 10th, at 4:00 pm Bid Room – 90 Church St, 11th floor
- Anticipated Award Date: October 3, 2011

NEW YORK CITY HOUSING AUTHORITY

PART VI:
Questions

Thank you for attending the Proposal Conference.

EXHIBIT C

CONSULTANT'S PROPOSAL

The Parties each acknowledge being in possession of the Consultant's Proposal.

The Proposal is referred to herein as if it is attached hereto in its entirety as Exhibit C.

EXHIBIT D

FEE PROPOSAL

ORIGINAL

NELLIGAN WHITE

ATTACHMENT #3

SCHEDULE OF HOURLY RATES

(Must be placed with Fee Proposal)

Title	(a) Hourly Rate		(b) Actual Multiplier		(a) x (b) Total Amount
Architectural Design					
Principal (Partner or Officer)	$ 225				
Senior Architect (Chief Architect)	$ 50	X	2.5	= $	125
Project Manager (Job Captain)	$ 40	X	2.5	= $	100
Senior Architectural Designer	$ 30	X	2.5	= $	75
Junior Architectural Designer	$ 25	X	2.5	= $	62.5
Senior Landscape Architect	$ 56.27	X	2.5	= $	140.67
Junior Landscape Architect	$ 44	X	2.5	= $	110
CADD Operator (Draftsperson)	$ N/A	X		= $	
CADD Operator (Draftsperson)	$ N/A	X		= $	
Office Assistant	$ 25	X	2.5	= $	62.5

NOTE: Consultant shall not leave any blanks

8/15/11

BRUCE G. NELLIGAN, principal

ATTACHMENT #3

SCHEDULE OF HOURLY RATES (continued)

(Must be placed with Fee Proposal)

Title	(a) Hourly Rate		(b) Actual Multiplier		(a) x (b) Total Amount
Engineering Design					
Principal (Partner or Officer)	$ 225				
Senior Engineer (Chief Engineer)	$ 62	X	2.5	=	$ 124
Project Manager (Squad Leader)	$ 70	X	2.5	=	$ 175
Project Manager (MEP)	$ 72.12	X	2.5	=	$ 180.30
Senior Designer Engineer	$ 58	X	2.5	=	$ 145
Engineer Designer	$ 48	X	2.5	=	$ 120
Engineering Technician	$ 28	X	2.5	=	$ 70
Senior Engineering Draftsperson	$ N/A	X		=	$
Junior Engineering Draftsperson	$ N/A	X		=	$
CADD Operator (Draftsperson)	$ 31.54	X	2.5	=	$ 78.85
Office Assistant	$ 25	X	2.5	=	$ 62.5

NOTE: Consultant shall not leave any blanks.

ATTACHMENT #3

SCHEDULE OF HOURLY RATES (continued)

(Must be placed with Fee Proposal)

Title	(a) Hourly Rate		(b) Actual Multiplier		(a) x (b) Total Amount
Professional Specialties Services					
Senior Expediter	$ 40	X	2.5	=	$ 100
Expediter	$ 30	X	2.5	=	$ 75
Senior Surveyor	$ 61.54	X	2.5	=	$ 153.85
Surveyor	$ 30.69	X	2.5	=	$ 76.72
Senior Estimator	$ 72.11	X	2.5	=	$ 180.27
Estimator	$ 42.30	X	2.5	=	$ 88.32
Senior Specification Writer	$ 40	X	2.5	=	$ 100
Specification Writer	$ 30	X	2.5	=	$ 75
Historical Preservation Specialist	$ 40	X	2.5	=	$ 100
Statistician	$ N/A	X		=	$
Data/IT Manager	$ N/A	X		=	$
Quality Assurance Manager	$ 40	X	2.5	=	$ 100
Schedulers	$ 40	X	2.5	=	$ 100
Field Inspector	$ 47.88	X	2.5	=	$ 119.70
Office Assistant	$ 20	X	2.5	=	$ 50

NOTE: Consultant shall not leave any blanks.

**** End of Attachment# 3 ****