

RAMAN AND OUNDJIAN ENGINEERING AND INSPECTION SERVICES, PC
Contract **AE1121723**

- **Agreement:** Included
- **Exhibit A:** See "Solicitation"
- **Exhibit B "Consultant's Proposal"*:** Not Included
- **Exhibit C "Fee Proposal"*:** Included

NEW YORK CITY HOUSING AUTHORITY
REQUIREMENTS CONTRACT
WITH
RAMAN AND OUNDJIAN ENGINEERING AND INSPECTION SERVICES, P.C.,
FOR
ARCHITECTURAL AND ENGINEERING SERVICES
IN CONNECTION WITH
THE INSPECTION, DESIGN AND RESTORATION OF EXTERIOR FAÇADES
AND ROOF REPLACEMENTS AT VARIOUS DEVELOPMENTS

CONTRACT #AE1121723

TABLE OF CONTENTS

ARTICLE 1	ENTIRE AGREEMENT; MODIFICATION; PRECEDENCE	2
ARTICLE 2	TERM; SURVIVAL	2
ARTICLE 3	SCOPE OF WORK	3
ARTICLE 4	TASK ORDERS	3
ARTICLE 5	FEES AND PAYMENTS; PAYMENT POLICY	4
ARTICLE 6	CONSULTANT AS AN INDEPENDENT CONTRACTOR	5
ARTICLE 7	WORK WEEK	5
ARTICLE 8	IDENTIFICATION, SUBSTITUTION AND REPLACEMENT OF PRINCIPALS AND PROFESSIONAL LEVEL EMPLOYEES	6
ARTICLE 9	FORCE MAJEURE	6
ARTICLE 10	INSURANCE	6
ARTICLE 11	NYCHA RESOURCES; EXISTING DRAWINGS AND DOCUMENTS	7
ARTICLE 12	ASSESSING FIELD CONDITIONS	7
ARTICLE 13	ACCESS TO NYCHA DEVELOPMENTS	7
ARTICLE 14	CONTRACT DOCUMENTS	7
ARTICLE 15	SUBCONSULTANTS	8
ARTICLE 16	REPLACEMENT OF PERSONNEL	9
ARTICLE 17	COORDINATION WITH NYCHA; CONTACT PERSON	9
ARTICLE 18	SECURITY; ACCESS	10
ARTICLE 19	GENERAL WARRANTIES	10
ARTICLE 20	MATERIALS PREPARED BY THE CONSULTANT	10
ARTICLE 21	KNOWLEDGE OF AGREEMENT; CONTINUOUS SERVICE	11
ARTICLE 22	NYCHA'S FINAL DECISION	11
ARTICLE 23	WARRANTY RELATING TO ENVIRONMENTAL INVESTIGATIONS	12
ARTICLE 24	WARRANTY AGAINST NON-COMPETITION	12
ARTICLE 25	ATTENDANCE AT MEETINGS	12
ARTICLE 26	COMMUNICATIONS WITH NYCHA	12
ARTICLE 27	NOTICES	13
ARTICLE 28	ASSISTANCE TO NYCHA	14

ARTICLE 29	SEVERABILITY	14
ARTICLE 30	NO WAIVER	14
ARTICLE 31	HEADINGS	14
ARTICLE 32	AUTHORITY OF SIGNATORY	14
ARTICLE 33	COUNTERPARTS	15

EXHIBITS

Exhibit A: NYCHA's RFP

Exhibit B: Consultant's Proposal

THIS AGREEMENT (the “**Agreement**”), dated as of the 13th day of October, 2011 (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 RAMAN AND OUNDJIAN ENGINEERING AND INSPECTION SERVICES, P.C. (the “**Consultant**”), a professional corporation organized and existing under the laws of the State of New Jersey and transacting business in the State of New York, having its principal offices at 259 Stephens Street, Belleville, New Jersey 07109 (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 professional services performed on an “as-needed” or “requirements” basis (“**Requirements Basis**”) related to (1) inspection services to satisfy the Local Law 11 requirements and identification of required façade repairs, (2) the preparation of brickwork restoration contract documents, (3) the preparation of roof replacement contract documents, (4) the filing and expediting of documents with regulatory agencies, (5) the performance of special inspections, and (6) various associated professional services during construction and rehabilitation of Development façades and roofs (collectively, the “**Services**”), issued a Request for Proposals on May 26, 2011 (the “**RFP**”), in furtherance of having qualified architecture and engineering consulting firms with civil and structural engineering experience 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 June 23, 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 addendums thereto (if any), a copy of which both Parties acknowledge as being in their possession. The RFP shall be deemed to be **Exhibit A** to this Agreement.

1.3 This Agreement incorporates the Consultant's Proposal dated June 22, 2011, a copy of which both Parties acknowledge as being in their possession. The Proposal shall be deemed to be **Exhibit B** to this Agreement.

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

1.5 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:

- 1.5.1 the Articles of this Agreement; then
- 1.5.2 the applicable Task Order / Supplemental Task Order; then
- 1.5.3 the RFP (excluding **Exhibit J** thereto, which is superseded by this executed Agreement); and then
- 1.5.4 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.

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.

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: Irene Barth, Team Leader, Local Law 11 Unit

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, unless specifically authorized in advance by NYCHA in writing.

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, Invoice, or other written communication is to be given under this Agreement is **Irene Barth, Team Leader, Local Law 11 Unit**, or 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:

RAMAN AND OUNDJIAN ENGINEERING AND INSPECTION SERVICES, P.C.
259 Stephens Street
Belleville, New Jersey 07109
Attn: Sid Raman, President

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: Deputy 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 GREEN
Title: DIRECTOR
Date Signed (MM/DD/YEAR): 10 / 13 / 2011

**RAMAN AND OUNDJIAN ENGINEERING
AND INSPECTION SERVICES, P.C.**

By: 
Name: SID RAMAN
Title: PRESIDENT
Date Signed (MM/DD/YEAR): 10 / 13 / 2011

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

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 B.

COPY

EXHIBIT C / ATTACHMENT #3
FEE PROPOSAL FOR LOCAL LAW 11 RELATED SERVICES
(Must be placed with Separate Sealed Envelope marked "FEE PROPOSALS")

1. Proposed cost of Scaffold drop:

	All buildings
6+ TO 12 STORIES	\$ 6,500
13 TO 19 STORIES	\$ 7,500
20+ STORIES	\$ 8,800

2. Proposed cost of LL11 Services per Building:

a. Footprint: Up to 9,999 square feet

Stories/Cycle 7 Classification	SAFE	SWARMP	UNSAFE
6+ TO 12 STORIES	\$ 2,700	\$ 3,200	\$ 5,800
13 TO 19 STORIES	\$ 3,000	\$ 3,600	\$ 6,000
20+ STORIES	\$ 3,250	\$ 4,000	\$ 6,500

b. Footprint: 10,000 square feet to 19,999 square feet

Stories/Cycle 7 Classification	SAFE	SWARMP	UNSAFE
6+ TO 12 STORIES	\$ 3,000	\$ 3,600	\$ 6,200
13 TO 19 STORIES	\$ 3,300	\$ 4,000	\$ 6,400
20+ STORIES	\$ 3,600	\$ 4,200	\$ 6,600

c. Footprint: 20,000 square feet to 29,999 square feet

Stories/Cycle 7 Classification	SAFE	SWARMP	UNSAFE
20+ STORIES	\$ 4,000	\$ 4,250	\$ 6,800

d. Footprint: 30,000 square feet or greater

Stories/Cycle 7 Classification	SAFE	SWARMP	UNSAFE
6+ TO 12 STORIES	\$ 3,800	\$ 4,400	\$ 6,800
13 TO 19 STORIES	\$ 4,000	\$ 4,600	\$ 7,100
20 + STORIES	\$ 4,250	\$ 4,900	\$ 7,400

*** End of Attachment 3 ***

EXHIBIT C / ATTACHMENT #4

SCHEDULE OF HOURLY RATES FOR A/E SERVICES TO COVER BRICKWORK RESTORATION AND/OR ROOF REPLACEMENT PROJECTS

(Must be placed with Separate Sealed Envelope marked "FEE PROPOSALS")

In completing this attachment, all titles, except principals, must show an hourly rate and a multiplier with a maximum factor of 2.5. The hourly rate for principals shall not exceed \$225 per hour and a multiplying factor shall not be applicable to this figure. For all titles, the hourly rate must be exclusive of benefit add-ons.

Title	(a) Hourly Rate		(b) Actual Multiplier	(a) x (b) Amount
<u>Architectural Personnel</u>				
Principal (Partner or Officer)	\$ 175.00			
Project Architect	\$ 75	X	2.5	= \$ 187.00
Project Manager (Architecture)	\$ 75	X	2.5	= \$ 187.00
Senior Architect (Chief Architect)	\$ 75	X	2.5	= \$ 187.00
Junior Architect	\$ 35	X	2.5	= \$ 87.00
Architectural Technician	\$ 30	X	2.5	= \$ 75.00
Junior Architect	\$ 35	X	2.5	= \$ 87.00
Senior Draftsperson/CAD	\$ 32	X	2.5	= \$ 80.00
Junior Draftsperson/CAD	\$ 25	X	2.5	= \$ 62.00
<u>Engineering Personnel</u>				
Principal (Partner or Officer)	\$ 175.00			
Project Engineer	\$ 48.82	X	2.5	= \$ 122.00
Project Manager (Engineering)	\$ 48.82	X	2.5	= \$ 122.00
Senior Engineer (Chief Engineer)	\$ 53.00	X	2.5	= \$ 132.00
Senior Civil Engineer	\$ 53.00	X	2.5	= \$ 132.00
Junior Civil Engineer	\$ 53.00	X	2.5	= \$ 132.00
Senior Structural Designer	\$ 53.00	X	2.5	= \$ 132.00
Junior Structural Designer	\$ 53.00	X	2.5	= \$ 132.00
Engineering Technician	\$ 30.06	X	2.5	= \$ 75.00
Senior Engineering Draftsperson	\$ 30.06	X	2.5	= \$ 75.00
Junior Engineering Draftsperson	\$ 30.06	X	2.5	= \$ 75.00

Technical Support

Senior Estimator

$$\underline{\$ 48.82} \times \underline{2.5} = \underline{\$ 122.00}$$

Junior Estimator

$$\underline{\$ 48.82} \times \underline{2.5} = \underline{\$ 122.00}$$

Senior Specification Writer

$$\underline{\$ 48.82} \times \underline{2.5} = \underline{\$ 122.00}$$

Junior Specification Writer

$$\underline{\$ 48.82} \times \underline{2.5} = \underline{\$ 122.00}$$

Historical Preservation Specialist

$$\underline{\$ 50.20} \times \underline{2.49} = \underline{\$ 130.00}$$

NOTE: Proposer shall not leave any blanks.

***** End of Attachment 4 *****

* Where rates are the same for different categories, this signifies that the same individual will perform in that capacity. We are small business and we do not have employees matching each specific category.

EXHIBIT C / ATTACHMENT #5
SCHEDULE OF RATES FOR SPECIAL INSPECTIONS

(Must be placed with Separate Sealed Envelope marked "FEE PROPOSALS")

UNIT PRICES : MASONRY			
ITEM	DESCRIPTION OF WORK	UNIT	PRICE
<u>Staff</u>			
1a.	Special Inspection P.E.	/ per day	\$ 1,000
1b.	Special Inspection P.E.	/ per half day	\$ 600
1c.	Special Inspection P.E.	/ per hour	\$ 132
2a.	Special Inspection Registered Architect	/ per day	\$ 1,100
2b.	Special Inspection Registered Architect	/ per half day	\$ 650
2c.	Special Inspection Registered Architect	/ per hour	\$ 175
3a.	Technician	/ per day	\$ 800
3b.	Technician	/ per half day	\$ 500
3c.	Technician	/ per hour	\$ 122
<u>Laboratory Testing</u>			
4a.	Absorption (ASTM-C140)	/test	\$ 150
4b.	Compression (ASTM-C140)	/test	\$ 150
4c.	Mortar Compression (ASTM-C 109)	/test	\$ 30

UNIT PRICES : STRUCTURAL STABILITY

ITEM	DESCRIPTION OF WORK	UNIT	PRICE
<u>Staff</u>			
Ia.	Special Inspection P.E.	/ per day	\$ 1,000
Ib.	Special Inspection P.E.	/ per half day	\$ 600
Ic.	Special Inspection P.E.	/ per hour	\$ 132

ALL CONCRETE, CONCRETE DESIGN MIX, CONCRETE TEST CYLINDERS & REINFORCEMENT INSPECTIONS

ITEM	DESCRIPTION OF WORK	UNIT	PRICE
1.	Concrete Design Mixes: A. Visually examine contractor's design mix submittal for appropriateness. B. Do (A) plus test aggregates for gradations and specific gravity. C. Do (A) and (B) plus run a proof mixture of contractor's design, perform slump, air and unit weight tests, cast, cure and test 6" x 12" cylinders. report and recommendation.	/ A mix / B mix / C mix	\$ 300 \$ 600 \$ 1500
2a.	Batch Plant Inspection - Inspector	/ day	\$ 800 475
2b.	Batch Plant Inspection - Inspector	/ half day	\$ 325
3a.	Special Inspection P.E.	/ day	\$ 900
3b.	Special Inspection P.E.	/ half day	\$ 700
4a.	Technician - (including reinforcement inspection)	/ day	\$ 600
4b.	Technician - (including reinforcement inspection)	/ half day	\$ 450
5a.	Mobilization and demobilization	/ unit	\$ 1100
5b.	Concrete Cores - Drilling to obtain a core, per inch of length (ASTMC42) - 3 inch diameter core	/ 3" core	\$ 50
5c.	- 4 inch diameter core	/ 4" core	\$ 55
5d.	- 6 inch diameter core	/ 6" core	\$ 75
5e.	Concrete Cores - Capping, curing testing and reporting (ASTM C42)	/ core	\$ 50
5f.	Concrete Test Cylinders - Additional Pick-up, molding, curing, testing, reporting	/ cylinder	\$ 35
6a.	Non-Destructive Testing (NDT) Technician	/ day	\$ 750
6b.	Non-Destructive Testing (NDT) Technician	/ half day	\$ 550
7.	Filing and securing final approval from N.Y.C. Building Department for the controlled inspection Concrete Design Mix	/ filing	\$ 2,800
8.	Filing and securing final approval from NYC Building Department for the controlled inspection Concrete Pouring, Sampling, and Compression Cylinders	/ filing	\$ 2,800

NOTE: Proposer shall not leave any blanks

*** End of Attachment 5 ***