

**THE CITY OF NEW YORK
DEPARTMENT OF DESIGN AND CONSTRUCTION
BUREAU OF INFRASTRUCTURE
DESIGN DIVISION**

REQUIREMENTS CONTRACT NO.	<u>HWDRCW02</u>
NAME OF CONSULTANT	_____
TASK ORDER NO.	_____
FMS ID NO.	_____
REGISTRATION NUMBER	_____

SPECIFIC REQUIREMENTS FOR

PROJECT ID. SANDRESM1

**FEASIBILITY STUDY AND PRE-SCOPING SERVICES FOR
EAST SIDE COASTAL RESILIENCY**

BOROUGH OF MANHATTAN

I. DESCRIPTION OF PROJECT

A. INTENT. It is the intent of this Task Order to prepare Pre-Scoping Documents for:

Project ID. SANDRESM1

FEASIBILITY STUDY AND PRE-SCOPING SERVICES FOR
EAST SIDE COASTAL RESILIENCY

TOGETHER WITH ALL WORK INCIDENTAL THERETO

BOROUGH OF MANHATTAN

B. BACKGROUND INFORMATION. The following documents that are pertinent to this project will be provided by the City:

1. The "BIG U" Rebuild by Design Proposal
<http://www.rebuildbydesign.org/project/big-team-final-proposal/>
2. A Stronger, More Resilient New York
<http://www.nyc.gov/html/sirr/html/report/report.shtml>
3. Vision 2020
http://www.nyc.gov/html/dcp/pdf/cwp/vision2020_nyc_cwp.pdf
4. A People's Plan for the East River Waterfront (2009)
<http://caaav.org/publications/PeoplePlanFINAL.pdf>
5. East River Blueway Plan (2013)
<http://www.eastriverblueway.org/wp-content/uploads/2013/05/TheEastRiverBluewayPlan.pdf>
6. Pier 42 Master Plan and Design (to date)
7. Community Board 3 District Needs Statement
8. http://www.nyc.gov/html/mancb3/downloads/cb3docs/fy_2016_needs_statement.pdf Community Board 3
FY15 Capital Priorities
http://www.nyc.gov/html/mancb3/downloads/cb3docs/fy_2015_capital_priorities.pdf
9. Community Board 3 FY 15 Expense Priorities
http://www.nyc.gov/html/mancb3/downloads/cb3docs/fy_2015_expense_priorities.pdf
10. Community Board 3 Sandy: Lessons Learned
<http://www.nyc.gov/html/mancb3/downloads/sandy/After%20Sandy.pdf>
11. Community Board 3 Waterfront Report (2004)
<http://www.nyc.gov/html/mancb3/downloads/waterfront/CB3WaterfrontPlan.pdf>
12. Community Board 6 District Needs Statement
http://www.nyc.gov/html/dcp/pdf/pub/mnneeds_2013.pdf
13. East River Esplanade Plan (2009)
<http://www.nycedc.com/project/east-river-waterfront-esplanade>
14. DPR High Performance Landscape Guidelines
http://www.nycgovparks.org/sub_about/go_greener/design_guidelines.pdf
15. DCP Designing for Flood Risk
http://www.nyc.gov/html/dcp/pdf/sustainable_communities/designing_flood_risk.pdf
16. DCP Urban Waterfront Adaptive Strategies
http://www.nyc.gov/html/dcp/pdf/sustainable_communities/urban_waterfront.pdf
17. EDC Waterfront Facilities Maintenance Management System, Inspection Guidelines Manual
http://www.nycedc.com/system/files/files/page/Waterfront%20Inspection%20Guidelines_0.pdf
18. NYCDDC High Performance Infrastructure Guidelines date October 2005
<http://www.nyc.gov/html/ddc/html/pubs/publications.shtml#sustainableguides>
19. NYCDOT Street Design Manual 2009 and Checklist
<http://www.nyc.gov/html/dot/html/about/streetdesignmanual.shtml>
20. Active Design Guidelines
http://www.nyc.gov/html/ddc/html/design/active_design.shtml
21. DOT Typical Markings Plans
http://www.nyc.gov/html/dot/downloads/pdf/nycdot_highwaydesign_typicalmarkings.pdf
22. New York City Bike Map
<http://www.nyc.gov/html/dot/html/bicyclists/bikemaps.shtml>
23. NYCDOT The Economic Benefits of Sustainable Streets
<http://www.nyc.gov/html/dot/downloads/pdf/dot-economic-benefits-of-sustainable-streets.pdf>
24. DEP Green Infrastructure Program

- http://www.nyc.gov/html/dep/html/stormwater/using_green_infra_to_manage_stormwater.shtml
25. FEMA flood protection design standards (see attachment)
 26. FEMA Preliminary FIRMs
<http://hazards.fema.gov/femaportal/prelimdownload/>
 27. Sandy Inundation Map
<http://www.arcgis.com/home/webmap/viewer.html?webmap=307dd522499d4a44a33d7296a5da5ea0>
 28. Sandy Inundation Data
<http://www.arcgis.com/home/item.html?id=307dd522499d4a44a33d7296a5da5ea0>
 29. Future Flood Maps Data:
2020s 100-year: <https://data.cityofnewyork.us/Environment/Sea-Level-Rise-Maps-2020s-100-year-Floodplain-/ezfn-5dsb>
2020s 500-year: <https://data.cityofnewyork.us/Environment/Sea-Level-Rise-Maps-2020s-500-year-Floodplain-/ajyu-7sgg>
2050s 100-year: <https://data.cityofnewyork.us/Environment/Sea-Level-Rise-Maps-2050s-100-year-Floodplain-/hbw8-2bah>
2050s 500-year: <https://data.cityofnewyork.us/Environment/Sea-Level-Rise-Maps-2050s-500-year-Floodplain-/qwca-zqw3>
 30. HUD Rider
 31. Sewer I & I Map
 32. Water Main DDM Maps
 33. Existing soil boring records
 34. Con Edison Gas plates
 35. Con Edison Electric plates
 36. Sewer Outfall inspection records
 37. Sewer Outfall as-built records
 38. Sewer and Water Main scope of work, if any
 39. FDR As-Builts (As Available)
 40. Pedestrian Bridges As-Builts (As Available)
 41. Topographic Survey (completion date expected February 2015)

C. OBJECTIVES:

The purpose of this project is build upon the Rebuild by Design-sponsored winning proposal "The Big U" (<http://www.rebuildbydesign.org/project/big-team-final-proposal/>) and coastal protection initiatives identified in "A Stronger, More Resilient New York." (<http://www.nyc.gov/html/sirr/html/report/report.shtml>)

The Consultant shall provide technical analysis and Pre-Scoping including conceptual design services in connection with performing the work as more fully described in "Section II – Services to be Performed by the Consultant." This project shall include the preparation of site analysis, community engagement, feasibility study, conceptual design alternatives with a phasing plan, cost analysis and environmental review and permitting. The designs shall be comprised of distinct geographic areas, each of which can support resiliency and community protection and be implemented as a stand-alone measure. Each stand-alone measure shall be designed with the capability of future enhancement, and with the flexibility to account for future resiliency goals.

Study Area - The study area is generally bounded by 23rd Street to the North, the 2050 500-year-flood plain to the West (as generally defined by 2nd Avenue from 23rd Street to 14th Street, 1st Ave from 14th Street to 9th Street, Avenue A from 9th Street to East Houston, and Pitt Street/Montgomery Street south of East Houston), Montgomery Street to the South, and the U.S. Pier-head line in the East River to the East.

Project Area One - Project Area One is generally bounded by 14th Street to the North, the west side of the Franklin D. Roosevelt East River Drive, Montgomery Street to the South, and the U.S. Pier-head line in the East River to the East.

Project Area Two - Project Area Two is generally bounded by 23rd Street to the North, the west side of the Franklin D. Roosevelt East River Drive, 14th Street to the South, and the U.S. Pier-head line in the East River to the East.

See Figure 1 - Study Area and Project Areas on the following page.



Figure 1 – Study Area and Project Areas

Project Overview

This project builds upon the Rebuild by Design proposal for coastal protection for the East Side of Manhattan, from Montgomery Street to E. 23rd Street. The intent is to protect neighborhoods and infrastructure from future storm surge and rising sea levels, as well as improve recreational opportunities and accessibility to the park and waterfront.

Preliminary work undertaken in HUD's Rebuild by Design program proposes coastal protection interventions based on the changing land typologies:

In East River Park, an undulating berm is to provide coastal protection for the Lower East Side, while also providing more natural and accessible routes into the park from the neighborhood, and a new bike route that weaves through the landscape. The berm is proposed for the current location of the park's service road. East River Park maintenance and operations requirements, currently accommodated through this existing service road, will be incorporated into the berm design. A central project goal is for the proposed berm to provide protection, while retaining the existing recreation amenities, ball fields, and other landscaped areas. The proposal also includes improved waterfront connections through the rehabilitation and/or replacement of existing bridges connecting East River Park to the community, as well as new pedestrian connections and pathways to and within the Park itself. Flood protection near Montgomery Street is to be coordinated with the design work underway for the new Pier 42 Park.

Moving north, around the Con-Ed facility, a new flyover with an integrated levee is proposed to provide a link between sections of the waterfront. Under the FDR Drive at Peter Cooper Village, a series of pavilions are proposed. At the land-side, these could be programmed with commercial functions and other amenities; on the water side, with recreational amenities. Between the pavilions, deployable walls are proposed to provide protection during storm events. These measures would connect to the flood protection of Hospital Row at 23rd Street by means of another deployable unit.

Project Justification

Currently, many sections of lower Manhattan are in the 100-year floodplain, or the area that has a 1 percent or higher chance of flooding in any given year. As a result, there is high potential of flooding risk to a significant number of residents, commercial, residential and public property. The City of New York is investigating the feasibility of coastal protection infrastructure for the long-term resiliency of public and private property.

The coastal protection alternatives should maintain and/or enhance access, function and aesthetic beauty of the existing park condition and protect public and private property due to flooding from storm surge. The Consultant will need to investigate which design alternatives should be recommended to prevent flooding in lower Manhattan from severe coastal storm events, with consideration of projected future flood levels due to sea level rise.

Existing Conditions

The majority of Project Area One is NYC Department of Parks and Recreation parkland (East River Park). East River Park is a highly programmed, multi-use park, featuring multi-picnic/BBQ areas, basketball & tennis courts, and baseball & track fields facilities distributed throughout. At the southern end of the park, phase one of the new Pier 42 park is advancing towards Final Design. There are five (5) bridges within Project Area One at the following locations: East 10th Street, East 6th Street, East Houston Street, Delancey Street, and Cherry Street. These bridges span the FDR Drive to provide access to the park. In addition, the Houston Street Bridge is a major vehicular interchange for the FDR Drive.

At the northern end of the park, near the transition into Project Area Two, is Con Edison's East 13th Street Complex which contains a wastewater outfall. An elevated section of the FDR Drive starts around East 17th Street, with a parking lot located underneath. Stuyvesant Cove Park runs under the FDR Drive and along the East River from East 18th Street to East 21st Street, with the Solar One site just to the north.

Project Structure

The East Side Coastal Resiliency project is overseen by the New York City Department of Design + Construction ("DDC"), in partnership with the New York City Department of Parks & Recreation ("DPR") and the Mayor's Office of Recovery and Resiliency ("ORR") – the "Project Team." Day-to-day management of the Consultant Team will be performed by DDC. The Project Team will review principal programmatic, design and construction decisions at regularly scheduled meetings.

Consultant Team

The Consultant shall work closely with its Landscape Architectural firm(s) and retain as many Sub-Consultants as necessary to work directly with and to provide all Services as described above.

Review and Approvals

All services shall be performed in accordance with the provisions set forth hereto and shall be subject to the review and approval of DDC. In addition and as further described in Section II – Services to be Performed by the Consultant, the Services shall be performed in accordance with all current applicable local, state and federal codes, rules and regulations, and shall be subject to review and approval by all other applicable Agencies.

Regulatory Agency Meetings

The Consultant is expected to engage and coordinate closely with relevant regulatory agencies from the onset of the project. In particular, it is critical that the Consultant maintain close and regular engagement with NYCDOT and NYSDOT, which maintain jurisdiction of the Franklin D. Roosevelt East River Drive, a key piece of transportation infrastructure running adjacent to the Project Study Area. The Consultant is expected to meet with and incorporate feedback from NYCDOT and NYSDOT throughout the course of the project.

The Consultant shall prepare for and attend meetings with public agencies and other governmental entities with an interest in the project, including but not limited to:

- NYC Agencies (DOT, DEP, SBS, NYCHA, LPC, DCP)
- NYS Department of Transportation
- NYS Department of Environmental Conservation
- NY State Historic Preservation Officer (SHPO - NYS Office of Parks, Recreation and Historic Preservation)
- MTA New York City Transit, Bridges and Tunnels
- U.S. Army Corps of Engineers
- U.S. Coast Guard
- National Oceanic and Atmospheric Administration (NOAA)
- U.S. Fish and Wildlife Service
- Federal Emergency Management Agency (FEMA)
- U.S. Department of Housing and Urban Development (HUD)
- NYS Department of State (NYSDS)

II. SERVICES TO BE PERFORMED BY THE CONSULTANT

- A. **Pre-Scoping Services:** The Consultant shall perform the following Pre-Scoping Services in accordance with the **General Requirements (GR), version June 2013, where noted.**

NOTE: REVISION TO THE GENERAL REQUIREMENTS

Throughout the General Requirements, there are numerous references to "Preliminary Design" and/or "Preliminary Design Services." Delete any and all references to "Preliminary Design" and/or "Preliminary Design Services." All tasks associated with Pre-Scoping Services are essentially the same as those associated with Preliminary Design Services.

STUDY AREA

TASK 1: Project Development/Identification – GR Section 4.1

In addition, the Consultant shall perform the following:

Data Collection: Collect and review a comprehensive list of available reports, studies, existing community plans and other background documents, including the Big U proposal, Community Board 3 District Needs Statement, Community Board 3 Waterfront Report (2004), Community Board 6 District Needs Statement, East River Esplanade Plan (2009), A People's Plan for the East River Waterfront (2009), East River Blueway Plan (2013), Pier 42 Master Plan and design to date.

The Consultant shall also review the due diligence file provided by DDC/Project Team, which includes existing as-built designs, master plans, and existing project documentation. Given the information provided in the due diligence file, the respondent shall identify data gaps necessary to complete a scope of studies for conceptual design and construction.

Consultation with and incorporation of data from relevant agencies and entities including, but not limited to NYCDEP, NYCDOT, NYSDOT, NYSDEC, NYCEDC, NYCDCP, private utility companies (including ConEd, Empire City Subway, Verizon, Time Warner Cable, etc) will be required, as well as consideration of existing projects and plans.

Site Conditions: Investigate and analyze current conditions including, but not limited to:

1. Natural features (eg. open water, littoral zone, wetlands)
2. Local circulation patterns (vehicular, bicycle, and pedestrian), including park/waterfront access routes and important destinations, as well as existing DPR and NYCDOT maintenance and operations routes and requirements
3. Significant urban design relationships such as view corridors, built character, and local landmarks, overall neighborhood character
4. Known environmental contamination issues, both in-water and upland sites
5. Infrastructure extent and capacity, including location and functioning of all storm water outfalls and Combined Sewer Overflow (CSO) points, as well as wastewater and stormwater capacity

6. Floodplains, including most recent Preliminary Flood Insurance Rate Maps (2013 Preliminary FIRMs), the 2012 Hurricane Sandy Inundation Map, and the projected 2020s, 2050s, 2080s, and 2100 future flood maps
7. Critical infrastructure, including ConEd facilities and substations, NYCT ventilation stacks and emergency exits, CSO discharge points and tide gates

Deliverable(s):

- PDI Report and its Technical Supplements

TASK 2: Waterfront Structures Inspection Including Bulkheads

The Consultant shall be responsible for gathering and reviewing all pre-existing waterfront infrastructure inspections data for the length of the Study Area. A DPR Consultant recently completed reconstruction work on relieving platforms and bulkheads for the entire length of East River Park (from 14th Street to Jackson Street (with the exception of the southern-most 600 feet of the Park, from Jackson Street.)

The Consultant shall review recent bulkhead repairs and determine whether any additional work is necessary to implement the Conceptual Design. If additional work is required, the Consultant shall conduct a Rapid Inspection level assessment, based on the scope of work indicated in below. The Consultant shall conduct a Routine Inspection level assessment on areas not inspected, constructed or repaired within the last three (3) years, based on the scope of work indicated on the following pages.

The Consultant shall provide all necessary subsurface and underwater exploration within the Project Area for the purpose of developing design criteria for any new structures and substructures for the bulkheads and any other necessary rehabilitation of the existing structure.

The Scope of work below lays out the requirements for a Rapid and a Routine Waterfront Inspection, as defined in the NYCEDC Waterfront Inspection Guidelines Manual.

Rapid Inspection Scope of Work:

Review Available Existing Site Information: Perform a search of information available from New York City Agencies on the construction and rehabilitation history of the structures to be inspected. The goal of this search is to obtain as much information as possible on the seawalls, bulkheads, piers, and other marine and shore protection structures. This information includes drawings, reports, and permits with such details as load ratings, previous condition inspection results, and previous repairs.

Above and/or Underwater Investigation: A general visual inspection should be performed to confirm any information previously obtained about the site. If information is lacking, the inspection should identify any structures on the property, general condition of said structures, shoreline condition, and location of any unmapped or documented structures.

All commercial diving shall be conducted using a 3-person (minimum) diving team in accordance with applicable OSHA and USCG regulations (29CFR1910 Subpart T and 46CFR197 Subpart B). A minimum of 25 percent of the above water and underwater investigation shall be conducted by the Project Engineer. The Project Engineer shall:

- be a registered/licensed Professional Engineer in the State of New York;

- be a certified commercial diver (in accordance with OSHA requirements);
- be on site for the duration of the field inspection; and

As stated in the Economic Development Corporation (EDC) Waterfront Facilities Maintenance Management System, Inspection Guidelines Manual and clarified herein, the scope of the investigation shall include:

- Level I inspection effort on 100 percent of the elements supporting the pier or comprising the bulkhead including all underwater elements. The purpose of Level I effort is to define the structural elements and to determine the overall structural condition and detect obvious signs of damage or deterioration.
- 100 percent of the above water elements (pile caps, bottom deck surface, and top deck surface) shall be inspected at Level I inspection effort. This effort shall be sufficient to identify, size, and locate significant deterioration such as concrete cracks (greater than 1/16 inch), timber rot, or steel corrosion. Hands-on probing with pick hammers or other appropriate hand tools is required – visual assessment only will not be accepted.

Rapid Inspection Report: The Consultant shall prepare a comprehensive inspection report for each individual site in accordance with Chapter 3 of the Inspection Guidelines Manual. All requirements of this report shall be met including:

- Preparation of sketches as presented in Section A.3.1 of the Inspection Guidelines Manual;
- Statistical analysis of data;
- Above and underwater photographs;
- Recommendations and cost estimates where applicable;
- Appendices with field notes;
- Draft submission for review; and
- Final submission (hard copy and PDF).

For purpose of fee estimate the consultant shall assume 8,200 linear feet of bulkhead to be inspected using the Rapid Inspection method.

Routine Inspection Scope of Work

Review Existing Site Information: Perform a search of information available from New York City Agencies on the construction and rehabilitation history of the structures to be inspected. The goal of this search is to obtain as much information as possible on the seawalls, bulkheads, piers, and other marine and shore protection structures. This information includes drawings, reports, and permits with such details as load ratings, previous condition inspection results, and previous repairs.

Underwater Investigation: Perform a Routine Inspection of all accessible waterfront structural elements including any existing fender systems or adjacent bulkheads. Structures supported by the waterfront structures (e.g. buildings and sheds) are not included in this survey, except as necessary to determine their load implications. All commercial diving shall be conducted using a 3-person (minimum) diving team in accordance with applicable OSHA and USCG regulations (29CFR1910 Subpart T and 46CFR197 Subpart B). A minimum of 25 percent of the above water and underwater investigation shall be conducted by the Project Engineer. The Project Engineer shall:

- be a registered/licensed Professional Engineer in the State of New York;
- be a certified commercial diver (in accordance with OSHA requirements);
- be on site for the duration of the field inspection; and
- prepare the Routine Inspection report.

As stated in the EDC Waterfront Facilities Maintenance Management System, Inspection Guidelines Manual and clarified herein, the scope of the investigation shall include:

- Level I inspection effort on 100 percent of the elements supporting the pier or comprising the bulkhead. The purpose of Level I effort is to determine overall structural condition and detect obvious signs of damage or deterioration (such as extensive corrosion, spalling or marine borer infestation), without removal of marine growth. Fender elements shall be inspected at Level I effort only.
- Level II inspection effort on 10 percent of the elements. Level II effort includes cleaning a 12-inch high band of marine growth at three (3) elevations (mean low water, mid-pile and mudline) in order to detect previously obscured surface defects such as corrosion pitting, marine borer deterioration or mechanical damage. For bulkhead and seawall structures, Level II effort shall include cleaning a minimum 12-inch by 12-inch area at three elevations (as above) at minimum 100 foot intervals.
- Level III inspection effort on a minimum of 5 percent of the elements (half of the level II effort elements). Level III effort shall include:
 - Steel - Ultrasonic thickness measurements (UTM) and cathodic potential (CP) readings at each of the three elevations cleaned in the Level II effort. For HP-section piles and steel sheet piles, the UTM readings shall be taken on each flange and each web at three elevations. For pipe piles, the UTM readings shall be taken at four (4) locations spaced evenly around the pile, at each elevation. The CP readings shall be taken at each of the three elevations cleaned in the Level II effort using a Silver-Silver Chloride reference electrode.
 - Concrete – Level III effort for concrete (e.g. coring, half-cell potential, or chloride concentration profiles) shall not be included in the base proposal. A change to the contract will be issued if the cause of deterioration cannot be determined visually (e.g. underwater cracking).
 - Timber – Timber pile diameter measurements shall be taken using a pile caliper or by measuring the circumference of the pile and determining the effective diameter. Upon receiving approval from an DDC engineer, additional incremental cores (0.20 inch diameter by 5 inch long) shall be taken on 5 percent of the elements (at a single elevation only). The holes shall be appropriately sealed and the cores tested for timber species and creosote retention. Level III effort for timber inspection shall not be included in the base proposal and a change to the contract will be issued if the cause of deterioration cannot be determined visually.
- 100 percent of the above water elements (pile caps, bottom deck surface, and top deck surface) shall be inspected at Level I inspection effort. This effort shall be sufficient to identify, size, and locate significant deterioration such as concrete cracks (greater than 1/16 inch), timber rot, or steel corrosion. Hands-on probing with pick hammers or other appropriate hand tools is required – visual assessment only will not be accepted.

Routine Inspection Report: The Consultant shall prepare a comprehensive inspection report for each individual site in accordance with Chapter 3 of the Inspection Guidelines Manual.

All requirements of this report shall be met including:

- Preparation of structural engineering calculations with existing capacity and a graph of future capacity versus time;
- Preparation of CAD drawings including the minimum sketches presented in Section A.3.1 of the Inspection Guidelines Manual;
- Statistical analysis of data;
- Above and underwater photographs;
- Recommendations and cost estimates;
- Appendices (including field notes, structural calculations, and cost estimate backup);
- Draft submission for review; and
- Final Submission (hard copy and PDF).

For purpose of fee estimate the consultant shall assume 3,500 linear feet of bulkhead to be inspected using the Routine Inspection method.

Deliverable(s):

- Inspection Reports with back-up documents

TASK 3: Hydrology/Flood Risk Assessment

The construction of a shoreline protective measure is primarily aimed at providing protection from storm surge events. However, such protection needs to account for both sea storm surge events and underlying sea level rise. The Consultant shall develop approaches that protect communities and assets in the 2050s 500-year floodplain against flood risk, with the simultaneous goal of providing resiliency benefits and enhanced public open space. The Consultant shall assess the impacts of this structure on anticipated inundation levels and drainage and subsidence of water levels post-storm, with a particular emphasis on existing assets, landscaping, and buildings in the Study Area. These measures may be either a barrier to storm surge/sea level rise or a hardened edge that allows periodic inundation.

This protective measure will also impact the drainage of stormwater runoff from the area behind the barrier. The Consultant shall therefore develop alternative drainage approaches to mitigate this impact with the goal of maintaining the same or improved level of service in the collection system. The alternatives evaluation shall be a structured consideration of the various approaches based on performance, cost, social and environmental considerations, and consistency with agency and citywide goals.

- a. Assess the feasibility of strategies for reorganizing and controlling water flow and providing flood protection within the existing project area. Evaluate potential strategies in terms of their ability to achieve the primary goal of providing flood protection to adjacent neighborhoods and critical infrastructure.
- b. Develop a flood protection/water management design concept. Concepts should reflect creative thinking about and solutions posed by the collection and detention of large volumes of stormwater upland of the protection system during major storm events.

c. Evaluate how the proposed system would affect existing drainage and being implemented, including existing and planned sewer outfalls and their maintenance. Determine whether the draining envisioned would be consistent with prior levels and whether mechanical means such as pumps would be needed to maintain the hydrological profile.

d. Assess how groundwater level rise or storm surge water might flow along subsurface conduit or infrastructure not anticipated when water levels were lower in elevation (e.g. an electrical conduit placed above a storm drain pipeline)

Additional opportunities for mitigating drainage impacts generally fall into these categories:

- Retrofitting grey infrastructure into the existing system
- Constructing new conveyance facilities
- Altering the hydrology tributary to the collection system
- Modifying existing facility operations to change conveyance patterns in the collection system
- Integrating green infrastructure
- Any combination of these.

In addition to mitigation alternatives, the Consultant shall consider and recommend modifications to design criteria currently specified by city agencies as appropriate. For example, the selection of design storm to be used in sizing conveyance pipes may need to be revisited in light of the considerable evidence of increasing storm intensities associated with a changing climate.

The City's existing drainage infrastructure, including sanitary, stormwater, and combined sewers are modeled in InfoWorks (IW) CS and are available from the Department of Environmental Protection (DEP) for the engineer's use. However, prior to running simulations, the engineer shall evaluate the resolution and capability of the model in the vicinity of the project area and update or refine the model as necessary to have confidence in model results. Manhattan is served by the Newtown Creek, North River, and Wards Island Wastewater Treatment Plants (WWTPs). The IW model runs envisioned to be required are summarized below:

1. Pre-barrier conditions: standard DEP 5-year storm, projected future dry weather flows, 2xDDWF capacity at WWTP, and no barrier.
2. Post-barrier conditions: Scenario 1 with the barrier installed and all collection system outfalls closed.
3. Post-barrier with green infrastructure buildout: Scenario 2 with three different levels of green infrastructure buildout in the drainage area spanning a feasible and achievable range.
4. Alternative scenarios: Up to ten approaches to drainage impact mitigation. At a minimum, the Consultant shall consider regulator modifications, tide gates, high level storm sewers, alternative conveyance strategies, and supplemental pumping approaches.

A cost estimate shall be developed for each alternative that has been deemed feasible and in conformance with the drainage plan requirements. The estimate shall include both capital costs and operation and maintenance in perpetuity.

Cost and performance considerations shall be supplemented by the Consultant with a qualitative evaluation of the social and environmental aspects of each alternative. For

example, green infrastructure has well-known co-benefits, including carbon sequestration, air quality, urban heat island reduction, and pollinator habitat improvement, and can provide employment opportunities with minimal training such that it may be preferable to another approach with a slightly lower cost. Co-benefits shall include consideration of agency and citywide goals related to reduction of carbon emissions and overall sustainability.

Deliverable(s):

- Hydrology/Flood Risk Assessment Report and back-up documents

TASK 4: Community Engagement

The Community Outreach Task described below is intended to run the course of the Project. Throughout the Project, the Consultant will engage with community stakeholders to set priorities, and shape the project process. The Consultant will meet community stakeholders during community meetings, at the direction of the Project Team.

In consultation with the Project Team, the Consultant shall meet with the Community Boards, non-profits, the Council Member, the Borough President, other elected officials, adjacent property owners, and other interested groups, which are anticipated to include LES Ready!, etc.

a. Stakeholder Meetings

The Consultant shall conduct approximately 40 individual stakeholder meetings, including meetings with:

- Community Board leadership,
- target constituency groups,
- elected officials and public officials
- large property owners (including NYCHA and NYCHA residents)
- large community developments (including Mitchell Lama, and Co-ops)

The Consultant shall be responsible for preparing community-friendly project materials that clearly articulate the goals of the project, at the direction of the City.

The Consultant is expected to give presentations and shall be responsible for preparing appropriate materials, including renderings, for these presentations.

In consultation with the Project Team, the Consultant shall be responsive to comments and shall compile the results of surveys, individuals and group interviews.

In addition, the Consultant shall compile all minutes, photographs, and other data to document the community outreach.

b. Broad Community Engagement Sessions

The Consultant shall develop materials for ten (10) community engagement sessions, and shall assist in the Project Team in presenting Project materials and facilitating public engagement at such meetings.

Based on the needs of stakeholders, the Consultant may be required to produce materials in English, Spanish, and Chinese, as well as provide for simultaneous English/Spanish and English/Chinese translation. The exact nature and number of the community engagement sessions is to be determined in consultation with DDC .

Deliverable(s): The Consultant shall document outreach efforts over the Project duration, provide Project materials for community meetings, provide copies of meeting minutes and give presentations.

TASK 5: Acquisition Study and Mapping – GR Section 4.11

The Consultant shall investigate the ownership and titles of the properties within the limits of Project Area One and Project Area Two and adjacent land under water.

Deliverable(s):

- As specified in GR Section 4.11

TASK 6: Electronic Archiving and Indexing – GR Section 4.27

PROJECT AREA ONE

TASK 7: Bridge Inspection, Structural Analysis, and Testing

The Consultant shall perform this task for the five (5) bridges at the following locations: East 10th Street, East 6th Street, Houston Street, Delancey Street, and Cherry Street.

General:

The Consultant shall perform the In-depth Inspection and Load Rating Analysis and prepare a Report in compliance with all applicable federal, state and local statutes including, but not limited to: the American Association of State Highway and Transportation Officials (AASHTO), the New York State Department of Transportation (NYSDOT), New York City Department of Transportation (NYCDOT), New York City Department of Design + Construction (NYCDDC), the New York City Department of Parks and Recreation (NYCDPR) and the Americans with Disabilities Act (ADA). The requirements of New York City Department of Environmental Protection (NYCDEP) and Federal Highway Administration (FHWA) shall also apply.

Reference Documents:

The Consultant shall obtain, and become familiar with, all applicable Departmental Design Directives, Standard Details, Administrative Procedural Bulletins and guidelines for the In-depth Inspection and Load Rating Analysis. These shall include, but not be limited to, the latest editions (including all amendments) of the following manuals published by the New York City Department of Transportation (NYCDOT), the New York State Department of Transportation (NYSDOT), American Association of State Highway and Transportation Officials (AASHTO) and Federal Highway Administration (FHWA).

NYCDOT Procedures for Bridge Reconstruction Project Report, latest edition, including:
Appendix A: BRPR Format and Requirements
Appendix B: Substandard Features Checklist

Appendix C: Presentation of Ratings
 Appendix D: In-Depth Inspection Form and Bridge Inspection & Condition Report
 Appendix E: Preliminary Plan Review Checklist
 Appendix F: Field Survey Requirements

NYCDOT Requirements for the Preparation of Engineering Drawings and Documents
 NYCDOT Requirements for Microfilming of Engineering Drawings and Documents
 NYCDOT Detailed Instructions for the Computerized Indexing of Engineering Drawings and Documents for Microfilming
 NYCDOT Street Lighting Standards
 NYCDOT Uniform Land Use Review Procedure
 NYC Specifications for Title Examinations and Reports on Street/Railroad Intersections
 NYC Specifications for Title Examinations and Reports on Privately Owned Tax Lots
 NYCDEP Water Supply and Sewer Standards
 Electric Code of the City of New York
 National Electric Code
 NYSDOT Engineering Bulletins and Engineering Instructions
 NYSDOT Highway Design Manual, Volumes 1 and 2
 NYSDOT Standard Specifications
 NYSDOT Steel Construction Manual
 NYSDOT Geometric Design Policy for Bridges
 NYSDOT Prestressed Concrete Construction Manual
 NYSDOT Manual of Uniform Traffic Control Devices
 NYSDOT Uniform Code of Bridge Inspection
 NYSDOT Bridge Inspection Manual
 NYSDOT Bridge Inventory and Inspection System Manual
 NYSDOT Specifications For In-Depth Bridge Inspection
 NYSDOT Engineering Instructions for Load Ratings
 NYSDOT Bridge Deck Evaluation Procedure Manual
 NYSDOT Standard Detail for Highway Bridges, Bridge Design Data Sheets and Guideline Drawings
 NYSDOT Right of Way Mapping Procedure Manual
 NYSDOT Manual of Administrative Procedure (MAP)
 NYSDOT Interim Guide to Metric Design
 NYSDOT Metric Conversion Guidelines, Structures Division
 AASHTO Standard Specifications for Highway Bridges, as amended by NYSDOT (Blue Pages)
 AASHTO Manual for Condition Evaluation of Bridges
 AASHTO Guide for the Development of Bicycle Facilities
 AASHTO Guide to Metric Conversion
 AISC Metric Properties of Structural Shapes
 ASTM Standard Specifications
 FHWA Seismic Design and Retrofit Manual for Highway Bridges
 FHWA Seismic Retrofitting Guidelines for Highway Bridges
 NYCDDC – Division of Infrastructure, Design Guidelines and Directives, July 2010, with latest addenda.

Permits:

The Consultant shall obtain Permits from all impacted agencies, including, but not limited to: Army Corps of Engineers, Coast Guard, NYSDEC, NYSDOT, NYCDOT, NYCDEP, NYCDPR (Construction permit, arborist permit for tree removal and planting, etc.), etc.

The Consultant shall start the permit application process as early as possible and ensure that all necessary permits are obtained during the prior to the commencement of the In-depth Inspection.

All costs for such services to be provided by the Consultant are deemed included in the Fee Proposal. The application fees and permit fees shall be considered Reimbursable Expenses and shall be reimbursed in accordance with Article 7 of this contract.

Maintenance and Protection of Traffic (MPT):

Upon written direction by the Commissioner, the Consultant shall prepare required Maintenance and Protection of Traffic (MPT) Plans for the In-depth Inspection including Bridge Deck Evaluation. The MPT plans shall address vehicular, waterway, bicycle and pedestrian traffic on and under the bridge for the duration of the In-depth Inspection. The Consultant shall prepare MPT plans so as to minimize the impact on the traveling public and the community.

Draft MPT Plans: The Consultant shall prepare Draft MPT plans and submit to the Commissioner and all affected agencies, including but not limited to, NYCDOT-Office of Construction Mitigation and Coordination (NYCDOT-OCMC), NYCDDC, NYCDPR, NYSDOT, Coast Guard, Army Core of Engineers, etc. for review and approval.

After submission of the Draft MPT Plans, the Consultant shall schedule and attend review meeting(s) with NYCDOT – OCMC and all parties having jurisdiction over the project to discuss and obtain comments/approval of the MPT plans. If comments are received at the review meeting(s), the Consultant shall incorporate all the comments provided by all affected agencies and submit the revised MPT plans for review and approval.

The Consultant shall obtain approval of the proposed MPT plans and obtain all required stipulations, approvals, permits and working hours from NYCDOT – OCMC and all affected agencies prior to the commencement of the In-depth Inspection.

Where the bridge is located over, or, in vicinity of water bodies, the Consultant shall coordinate with the Coast Guard, Army Core of Engineers and other affected agencies and obtain specific permits as required.

In-depth Inspection:

Upon written direction by the Commissioner, the Consultant shall coordinate and schedule In-depth Inspection for the bridge.

The Consultant shall ensure that all necessary approvals/permits are obtained. The Consultant shall keep the approved MPT plans and all permits at the site during In-depth Inspection.

The Consultant shall note that it may be necessary to work during off peak hours, nights and weekends as stipulated in any of the permits.

The Consultant shall install required MPT devices for In-depth Inspection in accordance with the approved MPT plans and permit stipulations.

The Consultant shall perform the In-depth Inspection in accordance with the NYSDOT Uniform Code of Bridge Inspection, NYSDOT Specifications for In-Depth Bridge Inspection and the latest edition of the NYCDOT Procedures for Bridge Reconstruction Project Report.

As part of the In-depth Inspection, the Consultant shall also inspect the condition of the concrete by sounding all concrete elements. This includes but is not limited to underside of the concrete decks, concrete encasement for structural steel members, reinforced concrete members, concrete fascia, jack arches (including brick), bridge piers, bridge abutments, etc. By means of this inspection, the Consultant shall locate all hollow sounding, delaminated, loose, and spalled areas.

If the underside of the deck is covered by protective shielding, such as netting or planking, the Consultant shall remove the protective shielding as required in order to properly inspect all components (connections, underdeck concrete, beams, girders, etc.). The Consultant shall locate and document (on a plan) materials retained by the protective shielding. After completion of the inspection, the Consultant shall restore protective shielding to its original location and condition.

The Consultant shall identify all underdeck areas that present the possibility of falling concrete during the in-depth inspection. These areas shall include, but not be limited to, hollow sounding, delaminated, loose, and spalled areas. The Consultant shall outline the subject deficient areas with spray paint and clearly define the subject areas.

If the Consultant determines that removal of concrete is required from hollow sounding, delaminated, loose, and spalled areas, the Consultant shall immediately notify the DDC's Engineer-in-Charge (EIC) and NYCDOT Director of Flags. The Consultant shall make recommendations for the areas to be removed and provide the design and procedure for the removal, shoring, shielding or other related items as required.

The Consultant shall inspect the bridge deck thoroughly and prepare Bridge Deck Evaluation Report in accordance with the latest NYCDOT "Procedures for Bridge Reconstruction Project Report" and NYSDOT Bridge Deck Evaluation Procedure Manual.

Where inspection is performed over water bodies, the Consultant shall set up additional traffic controls as directed by the affected Agency.

Under-water Inspection is required for bridges over water bodies and culverts, as applicable. The under-water inspection shall be performed in accordance with the New York State Department of Transportation's Bridge Diving Inspection Manual and prepare Underwater Inspections Report together with evaluation/ recommendations. The Consultant shall obtain latest Diving Inspection Reports from NYSDOT and/ or NYCDOT and include them in the In-depth Inspection report.

The Consultant shall bring all the equipment necessary (ladders, chipping hammers, tape measure, rulers, micrometers, boat, diving gears, etc.) to perform the In-depth Inspection and Under-water Inspection.

Flagged Conditions: During the In-depth Inspection, if the Consultant encounters any "flagged" and/or unsafe conditions, the Consultant shall immediately notify by telephone, followed by written notification, to the DDC Engineer-In-Charge and the NYCDOT Director of Flags. Written notification shall include drawings showing the location(s) of the condition(s), photos of the condition(s), load rating computations of the affected structural member(s) and recommended repair and/or support details; and loads posting requirements, if any.

Substandard Features: The Consultant shall prepare a Substandard Features Checklist in accordance with the latest NYCDOT "Procedures for Bridge Reconstruction Project Report". At a minimum, the Substandard Features Checklist shall document all substandard features on the approaches, on the bridge deck and under the structure and show what the standard features are, the appropriate reference from which it is obtained, what are the components of the existing features and what action is proposed.

The Consultant shall take sufficient color photographs during In-depth Inspection as deemed appropriate by the Consultant and/or as directed by the Commissioner. The Consultant shall provide original color photographs (or digital copies) in the In-depth Inspection Report.

Upon completion of the In-depth Inspection, the Consultant shall remove all temporary equipment, MPT devices, etc. from the project site and restore the project site in a neat, safe and orderly condition.

Load Ratings: The Consultant shall perform Level 1 load rating of all members of the structure (including sidewalks and piers) in accordance with the current NYCDOT Procedure for Bridge Reconstruction Project Report, NYSDOT Engineering Instructions for load ratings and the latest edition of AASHTO Manual for Bridge Evaluation.

The Consultant shall not rely upon or obtain information regarding member sizes and ratings from previous load rating calculations performed in the past by other parties.

The Consultant shall determine the existing (current) dead loads on the structure. The existing (current) dead loads shall be used in both the as-Built and as-Inspected ratings.

Load rating shall be computed by LFD or ASD method. All members and connections shall be rated initially by the Allowable Stress method (working stress). Each and every member that does not meet the minimum required inventory rating for the vehicular type (computed using Allowable Stress method) shall be re-rated using the Load Factor method. Each member shall be rated for both As-Built and As-Inspected conditions. For each of these conditions, both an Inventory and Operating Rating of the member shall be calculated using each of the following types of loadings in all cases: HS-20, H-20, type 3, type 3-S2, type 3-3, all in Tons. All HS and H ratings shall include both the equivalent HS and H truck and the total load in Tons.

Load rating for all new and replacement bridges shall be computed by LFD and ASD method, and also by the Load and Resistance Factor Rating (LRFR) method. Load ratings for both methods shall be shown. LRFR rating shall be shown at the Inventory and Operating levels as rating factor of AASHTO HL-93 Load. Pedestrian loading shall be used where applicable. See Appendix C of the latest NYCDOT Procedure for Bridge Reconstruction Project Report, for additional instructions regarding ratings.

The Consultant shall follow the guidelines outlined below. All structural members (i.e. deck slab, stringers, floor-beams, columns, etc.) shall be addressed in a clear and orderly manner.

The Consultant shall prepare a Load Rating Report, which shall include, but not limited to, the following:

Discussion of the analysis:

- Allowable inventory and operating stresses (material grade and type) used in the ratings; the source of the allowable stresses (i.e., original drawings; Condition Evaluation Manual; etc.).
- Analysis method used.
- Computer programs used.
- Assumptions used in the analysis (for example, use of composite action).

Discussion of results which includes:

- A summary of controlling members and their ratings (as-built and as-inspected; inventory and operating); for low rated members specify whether shear or moment governed. Engineer shall prepare Level 1 Load Rating summary form as attached sheets.
- A summary of the results in a tabulated form as shown in "Load Rating Data As Built" and "Load Rating - As Inspected" as per attached load-rating data Table. A framing plan shall be provided with all members and spans identified. The framing plan shall show all lengths of members, stringer spacing, floor-beam spacing, etc.

Conclusions:

- Statements on: connections; the structure's redundancy; fracture critical members; etc.
- Recommendations which includes:
 - Provide recommendations on what interim action is required for all low rated members (or statement justifying why no action is required). In addition:
 - A framing plan (all members rating less than the design truck for Inventory level shall be identified), provide member sizes.
 - A diagram of the above referenced Legal and Design trucks.
 - Load rating tables (see Appendix C for presentation format).
 - Other pertinent information relating to the particular project.

The Consultant shall immediately notify the NYCDDC in writing, if any structural flags were warranted for component(s) which are rated very low. Written notification shall include the Engineer's recommendations and appropriate justifications. The posting of the bridge, if required, shall be as per NYSDOT EI 05-034 and shall establish weight limit for the bridge.

Deliverable(s):

- Bridge Inspection Reports and back-up documents

TASK 8: Traffic Study Program – GR Section 4.3

The Consultant shall identify and collect local circulation patterns (vehicular, bicycle, transit, and pedestrian), including park/waterfront access routes and important destinations, as well as existing DPR and NYCDOT maintenance and operations routes and requirements.

Deliverable(s):

- Traffic Study Report and Appendices

TASK 9: Subsurface Exploration Program – GR Section 4.5

The Consultant shall follow the GR Section 4.5 unless a section of the site is determined to be a Historic Fill Site, then the Consultant shall use DPR's Generic Soil Sampling Protocol – Historic Fill Site, as specified below:

This generic New York City Department of Parks and Recreation (NYC-DPR) soil sampling protocol is generally applicable throughout NYC. It is based on a draft New York State Department of Environmental Conservation (DEC) guideline, dated July 2, 2007, entitled "DEC Guidelines for Submissions, Excavation, and Fill for Historic Fill Sites." The definition of the word "sub-sample" in the text below is "the media collected at a specific point that is subsequently composited (mixed) with other sub-samples into a single sample that is then analyzed for a single set of parameters."

Sampling and Analytical Plan: A New York State Department of Health (DOH) ELAP lab shall be used for all sample analysis

Sampling Plan locations and number of samples: Samples will be collected on a composite 50' x 50' grid (within the contract limit line) for RCRA metals list (i.e., no nutrient metals), and the Target Compound List (TCL) for organic chemicals. The TCL includes volatile organic compounds (VOCs), semivolatiles (SVOCs, also known as polynuclear aromatic hydrocarbons, or PAHs), pesticides, and polychlorinated biphenyls (PCBs). Sampling of site soils shall occur only in, 1) those areas of proposed excavation into existing soils and, 2) areas where existing cover soils are proposed as the final top cover. Sampling shall not generally occur in areas that we are not excavating existing soils and we are already proposing the addition of a clean soil cover or an engineered cover type such as buildings, pavement, or synthetic turf.

Composite sampling methodology: Four grab sub-samples shall be collected at the nodes of the 50' x 50' grid, mixed together in a bowl or sealed bag. All sampling and mixing equipment shall be decontaminated between composite samples or dedicated for each composite (or disposable, single use equipment may be used). Soil shall be collected within the top two feet or to the depth of the excavation in those locations where the excavation is deeper than two feet. In those locations where excavation is deeper than two feet and the sub-grade will be the final grade, an additional two feet shall be added to the soil collection depth. In the areas of storm drain trenching, a vertical composite soil sample shall be collected from ground surface to the depth of excavation, along the length of the drain line, at 50-foot intervals.

Contaminant list: RCRA metals and the TCL of VOCs, SVOCs, pesticides, and PCBs.

Data package: DEC Analytical Services Protocol (DEC-ASP) shall be the format / media for the data. This data shall be compressed onto a CD. The NYC-DPR shall keep all necessary records of field sampling and sample custody.

Sample detection limits: Sample analysis shall follow the contract required quantitation limits (CRQL) of the DEC-ASP.

Analytical methods to be used: DEC-ASP shall be used for the sample analyses. The laboratory shall be DOH ELAP-certified. If there is any ambiguity in the methods to be used, EPA SW-846 would be used. The laboratory, in any case, shall conduct these analyses in accordance with DEC-ASP:

VOCs: EPA Method 8260B

SVOCs: EPA Method 8270C

Pesticides: EPA Method 8081A

PCBs: EPA Method 8082

Metals: EPA Method 6010B

Criteria for use and reuse of site soil: It is the intent of the protocol to reuse site soil whenever possible, safely.

1) Soils demonstrated to be below the concentration limits of the restricted residential soil cleanup objectives (SCOs) of New York Codes, Rules and Regulations (NYCRR) Part 375-6.8(b) may be left in place or moved to any other non-wetland part of the site without restriction. Compliant soils at the proposed final surface grade in a layer of at least two feet shall qualify as final soil cover at the park, and will not require further testing to demonstrate that level of quality.

2) Soils may be moved around a project site as long as contaminants in the source soil and the receiving soil are similar, and they are covered by restricted residential quality soils.

3) Soil demonstrated to be above those concentration limits but will not be excavated, will be covered by at least two (2) feet of soil that meets the residential use and protection of groundwater contaminant limits of Part 375 Section 6.8(b), per Part 375 Section 3.8(e)(1)(i), or by other methods of acceptable cover such as synthetic turf, impervious pavements, or vegetative barriers.

Format of data: All data shall be in PDF format and shall be searchable in Excel format.

Format of Summary data: The summary of data shall be submitted in a printer table and searchable in Excel format, illustrating where exceedances of the Part 375-6.8(b) restricted residential use contaminant limits were found.

Deliverable(s):

- Subsurface Exploration Report and back-up documents

TASK 10: Tree Inventory – GR Section 4.16

The Consulting Arborist is subject to DPR/DDC review and approval and must be ISA certified.

The format for the Tree Inventory will be a Microsoft Excel file provided by DPR, and shall be completed the Consulting Arborist and submitted to DPR/DDC in digital format for review.

A pdf format digital copy of the photographs and all of the details included in GR Section 4.16 shall be forwarded to DPR.

Deliverable(s):

- Tree Inventory Report

TASK 11: Hardware and Basin Condition Inventory – GR Section 4.4

Deliverable(s):

- Hardware Basin Condition Inventory Report

TASK 12: Conceptual Design Development

In preparing this task, the Consultant shall use GR Section 4.10 - Schematic Geometric Design and GR Section 4.31 - Schematic Landscape/Urban Design, where applicable.

In consultation with the Project Team and in reference to goals established through the community engagement process, the Consultant shall develop four (4) Preliminary Conceptual Designs for Project Area One with respect to basic engineering, landscape architectural and architectural design criteria and project requirements, taking into account overall impact, cost, maintenance, and other relevant considerations. The Consultant is **not** expected to propose geometric changes to the main roadway of the Franklin D. Roosevelt East River Drive. The Consultant must consider roadway drainage and any structural impacts on the Drive, as well as connections across the roadway in all alternatives.

Each of the four (4) alternatives are to be comprised of distinct geographic units (no more than four units within Project Area One), each of which can support resiliency and community protection and be implemented as a stand-alone measure. The design shall accommodate retrofitting capability to increase protection in the future. At least one alternative for Project Area One is not to exceed \$250 million hard construction costs. Under the guidance of the Project Team, one alternative may be required to not to exceed hard construction costs of \$250 million for both Project Areas One and Two. Consultants shall be responsive to community input on design, in consultation with the Project Team.

- A. Sub-Project Components: The Consultant shall provide Services for and include the following elements in the Conceptual Design Work Product.

Connections to the Waterfront: This sub-Project involves the assessment for construction and design alternatives for enhanced or new connections to the waterfront esplanade. The Consultant shall assess construction and design alternatives for enhanced or new pedestrian and bicycle bridges that include landscaping, improved signage, and upgraded lighting. The designs should account for low-maintenance design goals. The Consultant shall complete services through Conceptual Design for at least seven locations in Project Area One.

At least five of these seven locations are to include the following existing structures:

1. Cherry Street/Jackson Street bridge
2. Delancey Street bridge
3. East Houston Street bridge
4. East 6th Street bridge
5. East 10th Street bridge

In addition, the Consultant shall explore at least two new, additional waterfront connections suited for the Project based on the proposed design and feasibility.

The Consultant shall evaluate a total of seven options according to cost effectiveness, ease of implementation, and desirability, five of which are to include the aforementioned locations. Any new or reconfigured bridges over the FDR Drive must provide a minimum 16-foot vertical clearance over the highway.

Berm Construction - This sub-Project involves the complete design of a berm structure along the western edge of Project Area One, where the existing geography can accommodate the width of a new structure. The design

alternatives for the berm should incorporate landscaped, passive recreation areas and connections to the Park and neighborhood, where the physical width of the project area is not prohibitive. Alternatives should also include the provision of a bike path and maintenance vehicle access either atop or adjacent to the berm.

B. Design Considerations In preparing the Preliminary Conceptual Design for the Project Area and the sub-project components, the Consultant shall consider the existing conditions and analyses compiled in previous tasks, as well as the following design considerations:

- **Resiliency needs** - Resilient coastal flood protection structures capable of standing alone and accommodating further enhancement to serve future resiliency needs. (ex. project tie-backs to inland) as defined by 2050s 500-year floodplain.
- **FEMA floodplain reduction standards**
- **Basic architectural, landscape architectural and engineering design criteria** - Solutions integrated with design context of the Park and landscape, as well as the vocabulary of the surrounding environment.
- **Enhanced recreational amenities** - Recreational programming that serves the needs of the community and enhances public waterfront access. The design should account for existing recreational facilities, ongoing/ recently completed Parks projects within the Project Area boundaries, as well as the need for additional active and passive waterfront recreational amenities.

Note: A portion of East River Park is subject to Land and Water Conservation Fund (LWCF) protections due to previous grant funding. The area subject to these protections is outlined in Figure 2 on the page SR-27, and includes two basketball courts, a playground, and the East River Promenade, east of the baseball diamonds from East 10th Street to East 6th Street.

- **Franklin D. Roosevelt East River Drive**– Maintain traffic operations on the FDR Drive and evaluate any structural impacts on the roadway and associated structures. Provide drainage mechanisms for stormwater from the roadway and the upland that aligns with the design proposed for berms and coastal protection measures.
- **Maintenance needs** - Incorporate low maintenance design, describe nature and extent of maintenance required, and estimate annual maintenance costs for each alternative.
- **Permits and approvals** - Identify approval and permitting aspects of elements of the conceptual design alternatives developed for the schematic design to determine the needs for permits from any Agency. The Consultant shall also develop a schedule to allow for the timely preparation and application to necessary permits and approvals.
- **Implementation and phasing plan** - Design should be coordinated with any construction along the waterfront and repairs of bulkhead or other structures. The design should also consider coordination with adjacent studies and spaces,

including the East River Waterfront Esplanade, and the Lower Manhattan Multipurpose Levee.

- C. Conceptual Design development: To assist in the selection of the preferred Conceptual Design, the Consultant shall:
1. Meet with community to present findings of all investigations and alternatives for conceptual design
 2. Develop community-friendly sketches and graphics that depict the proposed Preliminary Conceptual Design(s).
 3. Consolidate design input from community and City, develop component parts of schematic design for Project Area(s),
 4. Prepare cost estimates for implementation of design - Consultant shall develop four (4) Conceptual Designs for Project Area One. Each of the alternatives are to be comprised of distinct geographic units (no more than four within Project Area One), each of which can support resiliency and community protection and be implemented as a stand-alone measure. The design shall accommodate retrofitting capability to increase protection in the future. The design shall accommodate retrofitting capability to increase protection in the future. In all design alternatives, the Consultant shall distinguish between Project Areas One and Two.
 5. Develop a project schedule

SECTION 6 (f) BOUNDARY MAP

DATE: 9/19/94

PREPARED BY: Charles Rudisell

Stephen Whitehouse
Stephen Whitehouse
Chief of Planning

Date 9/19/94

36-00238
East River Park
Map

PORTION OF CITY SECTIONAL MAP #12, SCALE OF ORIGINAL IS 1" = 600'

The project boundary begins at the intersection of the north edge of the PIER AND BULKHEAD LINE in the East River and the River-and-Park eastern edge; runs south along the river-park edge for 1287.5', turns west at an angle of 90 into the parkland for 25', then runs north, parallel to the river-park edge for 800'; the boundary line then turns west for 187.5', running to the western edge of the Park, which is the eastern edge of Franklin D. Roosevelt Drive; it continues north along the Park-Drive edge for 487.5'; it then turns east for 137.5' and runs across the parkland to the point at which it meets the north edge of the PIER AND BULKHEAD LINE.

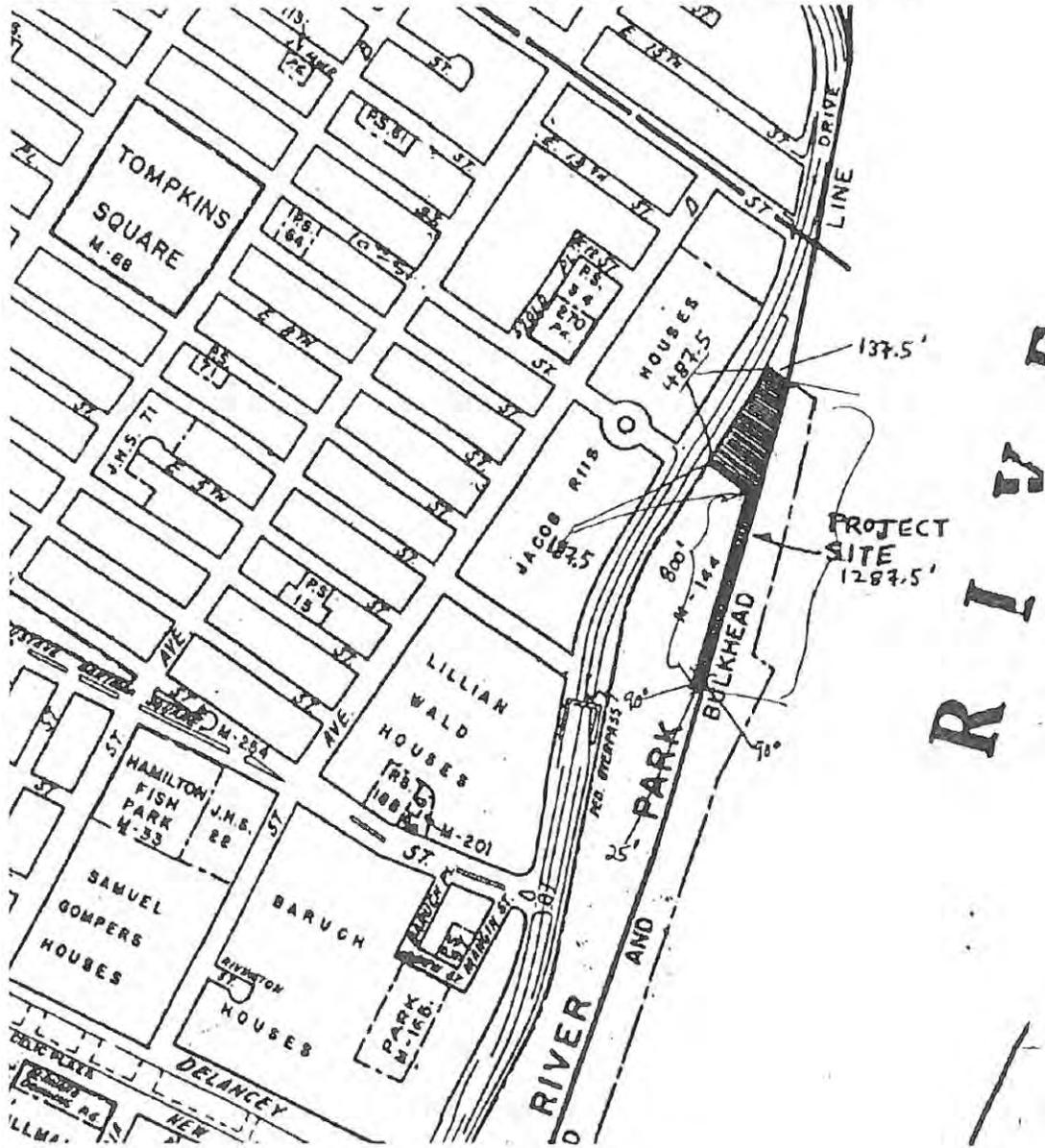


Figure 2 - Land and Water Conservation Fund Grant Project Area

Deliverable(s):

- a. Preliminary Conceptual designs - Consultant shall develop four (4) Preliminary Conceptual Design Alternatives for Project Area One. Each of the alternatives is to be comprised of distinct geographic units (no more than four units within Project Area One), each of which can support resiliency and community protection and be implemented as a stand-alone measure. The design shall accommodate retrofitting capability to increase protection in the future.
- b. Cost estimates - The Consultant shall produce cost estimates for each alternative and distinct geographic segments within the alternatives. At least one alternative is not to exceed \$250 million hard construction costs. Under the guidance of the Project Team, one alternative may be required to not to exceed hard construction costs of \$250 million for both Project Areas One and Two.
- c. Report - The Consultant shall produce a recommendations report (with back up materials) which includes cost estimates for each alternative, a list and schedule of necessary permits and approvals, a proposal for implementation and phasing, and a proposed maintenance plan.

TASK 13: Embankment Protection Study – GR Section 4.9Deliverable(s):

- As specified in GR Section 4.9

TASK 14: Roadway Pavement Design – GR Section 4.8Deliverable(s):

- As specified in GR Section 4.8

TASK 15: Preliminary Quantity and Cost Estimating – GR Section 4.12

The Consultant shall provide a cost estimate for the selected Alternative.

PROJECT AREA TWO**TASK 16: Feasibility Study**

In consultation with the City agencies, the Consultant shall develop/conduct a detailed feasibility study of integrated upland flood protection measures in Project Area Two. This assessment will consider technical feasibility, infrastructure requirements, costs, environmental issues, legal/regulatory parameters, implementation strategies, and goals set by DDC.

The primary objective of this task is to understand the technical feasibility of protection measures in Project Area Two. The study shall also investigate the feasibility of public accessibility, waterfront open space improvements, and other infrastructure, as well as an analysis of the capital and maintenance costs of the proposed improvements.

In preparing the feasibility study, the Consultant shall consider the existing conditions and analyses compiled from appropriate tasks. The study shall also account for basic engineering, landscape architectural and architectural design criteria and project

requirements, in addition to taking into account overall impact, cost, maintenance, and other relevant considerations.

The Feasibility Study should include (but not limited to) the following items:

- a. Conceptual Flood Protection Measures:
Consultant shall identify measures to provide flood protection to Project Area Two. Such interventions should build upon the "BIG U" Rebuild by Design proposal and coastal protection initiatives identified in "A Stronger, More Resilient New York." These measures should have the greatest possible impact on reducing risk to vulnerable housing stock and critical public facilities and infrastructure, while maintaining and potentially enhancing open space, connections to the waterfront, and pedestrian/bicycle flow. Potential measures include, but are not limited to:
 - deployable floodwalls
 - permanent floodwalls/barriers
 - flood protective "furniture"
 - raised bulkheads
 - stone armor revetments
 - project tie-backs to the inland
- b. Develop to a predetermined capital budget cost estimates: for the coastal protection measures identified in (a) above.
- c. Identify positive and negative effects on the environment, and co-benefits for communities, including storm water management and public access.
- d. Organize community engagement and meetings to share findings of evaluation and solicit feedback, in consultation with the Project Team.
- e. Identify all permitting/regulatory issues involved in implementing coastal protection measures. Estimate the time required to implement each of the identified coastal protection measures, including any engineering, jurisdictional, or other challenges that may increase the likelihood of delays.
- f. Recommend measures that require minimal regulatory approvals and permits and could be advanced to construction rapidly, in consultation with DDC.

Deliverable(s):

The Consultant shall produce a recommendations report that includes the results of the evaluation, feedback from stakeholders, and a determination of feasible coastal protection recommendations for Project Area Two. The report shall include cost estimates for the alternatives, a list and schedule of necessary permits and approvals, a proposal for implementation and phasing, and a proposed maintenance plan.

The Consultant is not to proceed with Task 23: Conceptual Design Development until Task 17: Feasibility Study is complete and DDC has given the Consultant approval to proceed.

TASK 17: Traffic Study Program – GR Section 4.3

The Consultant shall identify and collect local circulation patterns (vehicular, transit, bicycle, and pedestrian), including park/waterfront access routes and important destinations, as well as existing DPR and NYCDOT maintenance and operations routes and requirements.

Deliverable(s):

- Traffic Study Report and Appendices

TASK 18: Subsurface Exploration Program – GR Section 4.5

The Consultant shall follow the GR Section 4.5 unless a section of the site is determined to be a Historic Fill Site, then the Consultant shall use DPR's Generic Soil Sampling Protocol – Historic Fill Site, as specified below:

This generic New York City Department of Parks and Recreation (NYC-DPR) soil sampling protocol is generally applicable throughout NYC. It is based on a draft New York State Department of Environmental Conservation (DEC) guideline, dated July 2, 2007, entitled "DEC Guidelines for Submissions, Excavation, and Fill for Historic Fill Sites." The definition of the word "sub-sample" in the text below is "the media collected at a specific point that is subsequently composited (mixed) with other sub-samples into a single sample that is then analyzed for a single set of parameters."

Sampling and Analytical Plan: A New York State Department of Health (DOH) ELAP lab shall be used for all sample analysis

Sampling Plan locations and number of samples: Samples will be collected on a composite 50' x 50' grid (within the contract limit line) for RCRA metals list (i.e., no nutrient metals), and the Target Compound List (TCL) for organic chemicals. The TCL includes volatile organic compounds (VOCs), semivolatiles (SVOCs, also known as polynuclear aromatic hydrocarbons, or PAHs), pesticides, and polychlorinated biphenyls (PCBs). Sampling of site soils shall occur only in, 1) those areas of proposed excavation into existing soils and, 2) areas where existing cover soils are proposed as the final top cover. Sampling shall not generally occur in areas that we are not excavating existing soils and we are already proposing the addition of a clean soil cover or an engineered cover type such as buildings, pavement, or synthetic turf.

Composite sampling methodology: Four grab sub-samples shall be collected at the nodes of the 50' x 50' grid, mixed together in a bowl or sealed bag. All sampling and mixing equipment shall be decontaminated between composite samples or dedicated for each composite (or disposable, single use equipment may be used). Soil shall be collected within the top two feet or to the depth of the excavation in those locations where the excavation is deeper than two feet. In those locations where excavation is deeper than two feet and the sub-grade will be the final grade, an additional two feet shall be added to the soil collection depth. In the areas of storm drain trenching, a vertical composite soil sample shall be collected from ground surface to the depth of excavation, along the length of the drain line, at 50-foot intervals.

Contaminant list: RCRA metals and the TCL of VOCs, SVOCs, pesticides, and PCBs.

Data package: DEC Analytical Services Protocol (DEC-ASP) shall be the format / media for the data. This data shall be compressed onto a CD. The NYC-DPR shall keep all necessary records of field sampling and sample custody.

Sample detection limits: Sample analysis shall follow the contract required quantitation limits (CRQL) of the DEC-ASP.

Analytical methods to be used: DEC-ASP shall be used for the sample analyses. The laboratory shall be DOH ELAP-certified. If there is any ambiguity in the methods to be used, EPA SW-846 would be used. The laboratory, in any case, shall conduct these analyses in accordance with DEC-ASP:

VOCs: EPA Method 8260B
SVOCs: EPA Method 8270C
Pesticides: EPA Method 8081A
PCBs: EPA Method 8082
Metals: EPA Method 6010B

Criteria for use and reuse of site soil: It is the intent of the protocol to reuse site soil whenever possible, safely.

4) Soils demonstrated to be below the concentration limits of the restricted residential soil cleanup objectives (SCOs) of New York Codes, Rules and Regulations (NYCRR) Part 375-6.8(b) may be left in place or moved to any other non-wetland part of the site without restriction. Compliant soils at the proposed final surface grade in a layer of at least two feet shall qualify as final soil cover at the park, and will not require further testing to demonstrate that level of quality.

5) Soils may be moved around a project site as long as contaminants in the source soil and the receiving soil are similar, and they are covered by restricted residential quality soils.

6) Soil demonstrated to be above those concentration limits but will not be excavated, will be covered by at least two (2) feet of soil that meets the residential use and protection of groundwater contaminant limits of Part 375 Section 6.8(b), per Part 375 Section 3.8(e)(1)(i), or by other methods of acceptable cover such as synthetic turf, impervious pavements, or vegetative barriers.

Format of data: All data shall be in PDF format and shall be searchable in Excel format.

Format of Summary data: The summary of data shall be submitted in a printer table and searchable in Excel format, illustrating where exceedances of the Part 375-6.8(b) restricted residential use contaminant limits were found.

Deliverable(s):

- Subsurface Exploration Report and back-up documents

TASK 19: Tree Inventory – GR Section 4.16

The Consulting Arborist is subject to DPR/DDC review and approval and must be ISA certified.

The format for the Tree Inventory will be a Microsoft Excel file provided by DPR, and will be returned completed in full by the Consulting Arborist in digital format for review by DPR.

A pdf format digital copy of the photographs and all of the details included in GR Section 4.16 shall be forwarded to DPR.

Deliverable(s):

- Tree Inventory Report

TASK 20: Hardware and Basin Condition Inventory – GR Section 4.4Deliverable(s):

- Hardware Basin Condition Inventory Report

TASK 21: Conceptual Design Development

In preparing this task, the Consultant shall use GR Section 4.10 - Schematic Geometric Design and GR Section 4.31 - Schematic Landscape/Urban Design, where applicable.

In consultation with the Project Team and in reference to goals established through the community engagement process, the Consultant shall develop three (3) Conceptual Designs for Project Area Two with respect to basic engineering, landscape architectural and architectural design criteria and project requirements, taking into account overall impact, cost, maintenance, and other relevant considerations. The Consultant is **not** expected to propose geometric changes to the main roadway of the Franklin D. Roosevelt East River Drive. The Consultant must consider roadway drainage and any structural impacts on the Drive, as well as connections across the roadway in all alternatives.

Each of the three (3) alternatives are to be comprised of distinct geographic units (no more than three within Project Area Two), each of which can support resiliency and community protection and be implemented as a stand-alone measure. The design shall accommodate retrofitting capability to increase protection in the future. At least one alternative for Project Area Two is not to exceed **\$250 million** hard construction costs. Under the guidance of the Project Team, one alternative may be required to not to exceed hard construction costs of \$250 million for both Project Areas One and Two. Consultants shall be responsive to community input on design, in consultation with the Project Team.

- A. Sub-Project Component: Based on the findings of the Feasibility Study, the Consultant shall perform the Services described below and include the following elements in the Conceptual Design Work Product.

Connection to the Waterfront- This sub-Project involves an assessment for two design alternatives for enhanced pedestrian and bicycle connection that includes landscaping, improved signage, and improved lighting. The design should account for resiliency and low-maintenance design goals. The Consultant shall complete services through Conceptual Design.

The Consultant shall evaluate at least two options for the design of this structure according to cost effectiveness, ease of implementation, and desirability.

Coastal protection measures - Based on the findings of the Feasibility Study and at the direction of DDC, the Consultant may be required to design of coastal protection measures along the western edge of Project Area Two. The design alternatives for these coastal protection measures must tie into designs for the berms in Project Area One.

- B. Design Considerations: In preparing the Preliminary Conceptual Design Alternatives, the Consultant shall consider the existing conditions and analyses compiled in previous tasks, as well as the following design considerations:

- **Resiliency needs** - Resilient structures capable of standing alone and accommodating further enhancement to serve future resiliency needs. (ex. project tie-backs to inland) as defined by the 2050s 500-year flood plain.
- **FEMA floodplain reduction standards**
- **Basic architectural, landscape architectural and engineering design criteria** - Solutions integrated with design context of the Park and landscape, as well as the vocabulary of the surrounding environment.
- **Enhanced recreational amenities** - Recreational programming that serves the needs of the community and enhances public waterfront access. The design should account for existing recreational facilities, ongoing/ recently completed Parks projects within the Project Area boundaries, as well as the need for additional active and passive waterfront recreational amenities.
- **Franklin D. Roosevelt East River Drive**– Maintain traffic operations on the FDR Drive and evaluate any structural impacts on the roadway and associated structures. Provide drainage mechanisms for stormwater from the roadway and the upland that aligns with the design proposed for berms and coastal protection measures.
- **Maintenance needs** - Incorporate low maintenance design, describe nature and extent of maintenance required, and estimate annual maintenance costs for each alternative.
- **Permits and approvals** - Identify approval and permitting aspects of elements of the conceptual design alternatives developed for the schematic design to determine the needs for permits from any Agency. The Consultant shall also develop a schedule to allow for the timely preparation and application to necessary permits and approvals.
- **Implementation and phasing plan** - Design should be coordinated with any construction along the waterfront and repairs of bulkhead or other structures. The design should also consider coordination with adjacent studies and spaces.

C. Conceptual Design Development: To assist in the selection of the preferred Conceptual Design, the Consultant shall:

1. Meet with community to present findings of all surveys and alternatives for conceptual design
2. Develop community-friendly sketches and graphics that depict the proposed Preliminary Conceptual Design(s).
3. Consolidate design input from community and City, develop component parts of schematic design for Project Area(s),
4. Prepare cost estimates for implementation of design - Consultant shall develop three (3) Conceptual Designs for Project Area Two. Each of the alternatives are to be comprised of distinct geographic units (no more than two within Project Area Two), each of which can support resiliency and community protection and

be implemented as a stand-alone measure. The design shall accommodate retrofitting capability to increase protection in the future. In all design alternatives, the Consultant shall distinguish between Project Areas One and Two.

5. Develop a project schedule

Deliverable(s):

- a. Preliminary Conceptual designs - Consultant shall develop three (3) Preliminary Conceptual Design Alternatives for Project Area Two. Each of the alternatives is to be comprised of distinct geographic segments (no more than two), each of which can support resiliency and community protection and be implemented as a stand-alone measure. The design shall accommodate retrofitting capability to increase protection in the future.
- b. Cost estimates - The Consultant shall produce cost estimates for each alternative and distinct geographic segments within the alternatives. At least one alternative is not to exceed \$250 million hard construction costs. Under the guidance of the Project Team, one alternative may be required to not to exceed hard construction costs of \$250 million for both Project Areas One and Two.
- c. Report - The Consultant shall produce a recommendations report which includes cost estimates for each alternative, a list and schedule of necessary permits and approvals, a proposal for implementation and phasing, and a proposed maintenance plan.

TASK 22: Embankment Protection Study – GR Section 4.9

Deliverable(s):

- As specified in GR Section 4.9

TASK 23: Roadway Pavement Design – GR Section 4.8

Deliverable(s):

- As specified in GR Section 4.8

TASK 24: Preliminary Quantity and Cost Estimating – GR Section 4.12

The Consultant shall provide a separate cost estimate for the selected Alternative.

B. Contingency Tasks:

An allowance for the following contingency task(s) is made in SCHEDULE A. Change in allowance amount(s) due to a distribution of the contingency amount shall be accompanied by a written directive to the Consultant as per Requirements Contract Article 4.5.2.

1. Additional Topographic Survey - GR Section 4.2
2. Additional Conceptual Design Development – Under the guidance of the Project Team, one alternative may be required to not exceed hard construction costs of \$250 million for both Project Areas One and Two.

III. METHOD OF PAYMENT

Payment for all required services shall be in accordance with the terms and conditions set forth in Article 7 of the attached contract.

IV. REQUIREMENTS FOR SCHEDULING

The time schedule for performance of the services that are required under this task order is indicated in Attachment 4 included herein.

V. TIME FOR COMPLETION OF SERVICES

The total time for completion of the services required under this Task Order is indicated in Schedule A included herein and is the number of consecutive calendar days (CCD) from the notice to proceed date to submission of all accepted Deliverables which shall be "full production Consultant time only" excluding review time where efficient and meaningful work effort is not possible.

VI. OVERALL NOT TO EXCEED AMOUNT FOR SERVICES TO BE PERFORMED

The overall not to exceed amount for the services to be performed by the Consultant under this task order is indicated in Schedule A included herein.

VII. DELIVERABLES

Upon completion of the Services required under this Task Order, the Consultant shall hand-deliver to the Commissioner the deliverables listed in Schedule A included herein.

ATTACHMENT 1

FORM FOR IDENTIFICATION OF KEY PERSONNEL

From EXHIBIT B of its Requirements Contract, the proposer shall identify the individuals and their titles, which will be provided throughout the term of the contract of this Task Order, to perform the required services. Such individuals may be employees of the proposer or its subconsultant(s). It may only identify those individuals it or its subconsultant(s) has the ability to provide.

Any proposed Personnel provided by the proposer and/or Subconsultant must satisfy the minimum requirements set forth in Exhibit D of the Requirements Contract. The key personnel performing services for this Task Order must be approved in advance by the Commissioner.

The proposer shall submit a detailed Project Organization Chart, which identifies by name, title and employer of all proposed personnel for the Project. Such Chart shall also specify the responsibilities assigned to each title of personnel.

TITLE

NAME

KEY PERSONNEL
Principal-in-Charge

Andrew Malek, P.E.
AKRF Engineering, P.C.

Project Director

Karen Franz, P.E., LEED® AP
AKRF Engineering, P.C.

Project Administration & Controls

Jon Brownstein, Ph.D.
AKRF Engineering, P.C.

Jelena Matić, Ph.D., P.E.
AKRF Engineering, P.C.

Luke Martinek, P.E., LEED® AP
AKRF Engineering, P.C.

Robert Garcia, P.E.
AKRF Engineering, P.C.

QA/QC

Wendy Ho, P.E., LEED® AP
AKRF Engineering, P.C.

Michael Lee
AKRF Engineering, P.C.

Walter Baumy, Jr., P.E.
ARCADIS

Jonathan Goldstick, P.E.
CH2M Hill

Technical Lead & Advisors

Kevin Lai, P.E.
AKRF Engineering, P.C.

Robert White, AICP, PP
AKRF Engineering, P.C.

Fred Jacobs, Ph.D.
AKRF Engineering, P.C.

Project Management

Gene Barr, CFM
ARCADIS

Stuart Appelbaum
ARCADIS

Alan Waller, P.E.
CH2M Hill

Sandeep Mehrotra, P.E.
Hazen & Sawyer Engineers

Signe Nielsen, FASLA
Mathews Nielsen Landscape Architects

David, S. Tuckman, P.E.
Hardesty & Hanover, LLC

Doug Friend, P.E.
AKRF Engineering, P.C.

Michael Beattie, P.E., PTOE
AKRF Engineering, P.C.

George Penesis, P.E., AICP
AKRF Engineering, P.C.

Peter Glus, P.E., BCEE
ARCADIS

Kamal Shahid, P.E.
KS Engineering, PC

Sri Rangarajan
Boomi Environmental

Kirsty McConnell, CEng, MICE
CH2M Hill

Molly Bourne, RLA, ASLA
Mathews Nielsen Landscape Architects

Gregory Bula, P.E.
Hardesty & Hanover, LLC

ATTACHMENT 2

FORM FOR IDENTIFICATION OF SUBCONSULTANTS

From EXHIBIT B of its Requirements Contract, the proposer must identify the Subconsultants, which will be used for the services set forth below:

The Proposer shall indicate which Subconsultants are M/WBE firms.

<u>SERVICE</u>	<u>SUBCONSULTANT</u>
Project Management Support, Flood Protection Designs and Modeling, Conceptual and Alternative Design, Constructability/Implementation	ARCADIS
Project Management Support, Marine Engineering and Geotechnical, Conceptual and Alternative Design, Flood Protection Design	CH2M Hill
Landscape Design, DPR Coordination, Active/Passive recreational facilities, Conceptual and Alternative Design	Mathews Nielsen Landscape Architects (WBE, DBE)
Bridge Inventory and Structural Analysis, Conceptual and Alternative Design	Hardesty & Hanover, LLC
Community Engagement	BIG-BJARKE INGELS GROUP
Infoworks, Drainage Analysis and Mitigation, Tree Mitigation Assessment	Hazen & Sawyer Engineers
Highway and Utility Infrastructure, Survey/GIS	KS Engineering, PC (MBE)
Drainage Analysis and Mitigation, Infoworks	Boomi Environmental, LLC (MBE)
Community Engagement Support	Starr Whitehouse (WBE)
Community Engagement	Fitzgerald & Halliday, Inc. (WBE, DBE)
Constructability, Implementation, Cost Estimating	Turner Construction Company
Maintenance and Protection of Traffic	Simco Engineering, PC (MBE)

ATTACHMENT 3

CURRENT AND ANTICIPATED WORKLOAD DISCLOSURE

The proposer and his/her Sub-consultant(s) providing services on this project must complete a separate Current and Anticipated Work Load Disclosure form. The values shown shall not include: (1) amount owed to Sub-consultants and Sub-contractors, or, (2) amount owed for rental/purchase of equipment.

PROJECT ID: SANDRESM1

FIRM NAME: AKRF Engineering, P.C.

PROJECT DESCRIPTION:
Feasibility Study and Pre-Scoping
Services for East Side Coastal
Resiliency, Borough of Manhattan

CONTACT PERSON: Andrew Malek, P.E.,
President
PHONE: (636) 388-9746
FIRM ADDRESS:
440 Park Avenue South, 7th Floor
New York, NY 10016

NUMBER OF FIRM'S DESIGN PERSONNEL IN THE OFFICE WHERE THIS PROJECT WILL BE ASSIGNED:

Project Mgr.	<u>18</u>	Sr. Civil Engr (HWY)	<u>25</u>	Civil. Engr (HWY)	<u>15</u>
		Sr. Civil Engr (Structural)	<u>3</u>	Civil. Engr (Structural)	<u>3</u>
		Sr. Environmental. Engr	<u>18</u>	Environmental Engr	<u>15</u>

Firm's Total uncompleted Workload with NYCDDC/NYCDOT (From next page) \$ 8,352,000

Firm's Total Uncompleted Workload with other agencies \$ 2,973,000

CERTIFICATION

By signing in the space provided below, the proposer certifies that the dollar amounts set forth on this Attachment are true and accurate in all respects.

AKRF Engineering, P.C.
Name of Firm


Signature of Partner or Corporate Officer

Senior Vice President
Title

Andrew Malek, P.E.
Print Name

October 22, 2014
Date

ATTACHMENT 4

PROJECT SCHEDULE

1. Schedule for completion of milestone tasks:

The following target dates are related to “Full Production Consultant Time Only” – excluding review time where efficient and meaningful work effort is not practical.

Project Milestone	1	2	3	4	5	6	7	8	9	10
Elapsed Time in Consecutive Calendar Days from NTP	92	84	196	125	262	271	284	331	341	365

Milestone 1: Waterfront Structures Inspection including Bulkheads

Milestone 2: Bridge Inspection, Structural Analysis and Testing

Milestone 3: Hydrology/Flood Risk Assessment

Milestone 4: Feasibility Study

Milestone 5: Draft Conceptual Design Development for Project Area One

Milestone 6: Draft Conceptual Design Development for Project Area Two

Milestone 7: Draft Project Development Identification (PDI) Report

Milestone 8: Select Preferred Conceptual Design for Project Area One

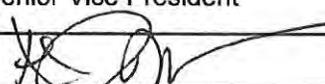
Milestone 9: Select Preferred Conceptual Design for Project Area Two

Milestone 10: Final PDI Report

2. In addition, Attach proposer’s detailed Project Schedule indicating execution of all tasks and sub-tasks in a Bar-Chart format.

ATTACHMENT 5

ACKNOWLEDGEMENT OF ADDENDA

TITLE OF THE REQUEST FOR PROPOSALS: SANDRESM1, Feasibility Study and Pre-Scoping Services for East Side Coastal Resiliency, Borough of Manhattan	PIN #: T.O. No.
Instructions: The proposer is to complete Part I or Part II of this form, whichever is applicable, and sign and date this form. This form serves as the proposer's acknowledgement of the receipt of Addenda to this Request for Proposals (RFP) which may have been issued by the Agency prior to the Proposal Due Date and Time.	
<input checked="" type="checkbox"/> Part I Listed below are the dates of issue for each Addendum received in connection with this RFP.	
Addendum #1, dated <u>September 29, 2014</u> Addendum #2, dated <u>October 9, 2014</u> Addendum #3, dated <u>October 17, 2014</u> Addendum #4, dated _____ Addendum #5, dated _____ Addendum #6, dated _____ Addendum #7, dated _____ Addendum #8, dated _____ Addendum #9, dated _____ Addendum #10, dated _____	
<input type="checkbox"/> Part II No Addendum was received in connection with this RFP.	
Proposer Name	
Proposer's Authorized Representative:	
Name:	<u>Andrew Malek, P.E.</u>
Title:	<u>Senior Vice President</u>
Signature:	
Date:	<u>October 22, 2014</u>



NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

DR. FENIOSKY PEÑA-MORA
Commissioner

ERIC C. MACFARLANE, P.E.
Deputy Commissioner
Infrastructure

September 29, 2014

MOHSEN ZARGARELAHI, P.E.
Assistant Commissioner
Design II

ADDENDUM NO. 1

PROJECT: SANDRESM1, Feasibility Study and Pre-Scoping Services for East Side Coastal Resiliency, Borough of Manhattan

PIN: 8502014VP0011P-20P

THE ADDENDUM IS ISSUED FOR THE PURPOSE OF AMENDING THE REQUIREMENTS OF THE REQUEST FOR PROPOSALS AND IS HEREBY MADE A PART OF SAID REQUEST FOR PROPOSALS TO THE SAME EXTENT AS THOUGH IT WERE ORIGINALLY THEREIN.

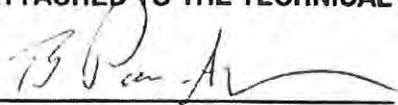
SPECIFIC REQUIREMENTS

1. **Pages SR-34 THRU SR-37:** Delete in its entirety and replace with these revised pages SR-34 thru SR-37 included in this Addendum.

Contact Nitin Patel, PatelN6@ddc.nyc.gov
Phone No.: 718-391-2505

By signing in the space provided below, the Proposer acknowledges receipt of this Addendum.

THIS ADDENDUM MUST BE SIGNED BY THE PROPOSER FOR THE CONTRACT AND ATTACHED TO THE TECHNICAL PROPOSAL.

for

Moshen Zargarelahi, P.E.

AKRF Engineering, P.C.

Name of Proposer

By  Andrew Malek, P.E. Title Senior Vice President





NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

DR. FENIOSKY PEÑA-MORA
Commissioner

ERIC C. MACFARLANE, P.E.
Deputy Commissioner
Infrastructure

MOHSEN ZARGARELAHI, P.E.
Assistant Commissioner
Design II

October 9, 2014

ADDENDUM NO. 2

PROJECT: SANDRESM1, Feasibility Study and Pre-Scoping Services for East Side Coastal Resiliency, Borough of Manhattan

PIN: 8502014VP0011P-20P

THE ADDENDUM IS ISSUED FOR THE PURPOSE OF AMENDING THE REQUIREMENTS OF THE REQUEST FOR PROPOSALS AND IS HEREBY MADE A PART OF SAID REQUEST FOR PROPOSALS TO THE SAME EXTENT AS THOUGH IT WERE ORIGINALLY THEREIN.

- =====
1. **Page RFP-3:** Delete in its entirety and replace with the revised page RFP-3 included in this Addendum.
 2. **Page RFP-5:** Delete in its entirety and replace with the revised page RFP-5 included in this Addendum.
 3. **Page SR-16 thru SR-51:** Delete in its entirety and replace with the revised pages SR-16 thru SR-48 included in this Addendum.

Contact Nitin Patel, PatelN6@ddc.nyc.gov
Phone No.: 718-391-2505

By signing in the space provided below, the Proposer acknowledges receipt of this Addendum.

THIS ADDENDUM MUST BE SIGNED BY THE PROPOSER FOR THE CONTRACT AND ATTACHED TO THE TECHNICAL PROPOSAL.

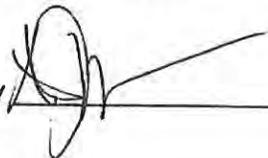


Moshen Zargarelahi, P.E.

For

AKRF Engineering, P.C.

Name of Proposer

By  _____
Andrew Malek, P.E. Title Senior Vice President





NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

DR. FENIOSKY PEÑA-MORA
Commissioner

ERIC C. MACFARLANE, P.E.
Deputy Commissioner
Infrastructure

MOHSEN ZARGARELAHI, P.E.
Assistant Commissioner
Design II

October 17, 2014

ADDENDUM NO. 3

PROJECT: SANDRESM1, Feasibility Study and Pre-Scoping Services for East Side Coastal Resiliency, Borough of Manhattan

PIN: 8502014VP0011P-20P

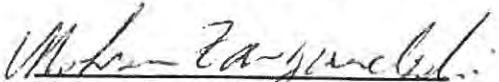
THE ADDENDUM IS ISSUED FOR THE PURPOSE OF AMENDING THE REQUIREMENTS OF THE REQUEST FOR PROPOSALS AND IS HEREBY MADE A PART OF SAID REQUEST FOR PROPOSALS TO THE SAME EXTENT AS THOUGH IT WERE ORIGINALLY THEREIN.

- =====
1. **Page SR-46 (Attachment 8):** Delete in its entirety and replace with the revised pages SR-46 (total of six (6) pages) included in this Addendum.

Contact Nitin Patel, PatelN6@ddc.nyc.gov
Phone No.: 718-391-2505

By signing in the space provided below, the Proposer acknowledges receipt of this Addendum.

THIS ADDENDUM MUST BE SIGNED BY THE PROPOSER FOR THE CONTRACT AND ATTACHED TO THE TECHNICAL PROPOSAL.


Mohsen Zargarelahi, P.E.

AKRF Engineering, P.C.

Name of Proposer

By  **Andrew Malek, P.E.** Title **Senior Vice President**



ATTACHMENT 6**FEE PROPOSAL**

Submission: The proposer shall submit Fee Proposal (1 original) in a clearly marked separately sealed envelope.

The proposer shall give an overall **Not to Exceed** amount for the services to be performed. Such amount shall be broken down into the lump sum design fees for the following tasks:

The **Pre-Scoping Services Fee** is comprised of the lump sum fees for the following tasks:

<u>TASK</u>	<u>Section of GR</u>	<u>Lump Sum Fee</u>
<u>Study Area</u>		
1. Project Development/Identification	4.1	\$ 273,180
2. Waterfront Structures Inspection Including Bulkheads*		\$ 273,434
3. Hydrology/Flood Risk Assessment		\$ 734,928
4. Community Engagement		\$ 889,760
5. Acquisition Study and Mapping	4.11	\$ 92,280
6. Electronic Archiving and Indexing	4.27	\$ 34,580
<u>Project Area One</u>		
7. Bridge Inspection, Structural Analysis, and Testing		\$ 230,456
8. Traffic Study Program	4.3	\$ 82,128
9. Subsurface Exploration Program	4.5	\$ 309,640
10. Tree Inventory	4.16	\$ 57,520
11. Hardware and Basin Condition Inventory	4.4	\$ 20,496
12. Conceptual Design Development		\$ 2,936,824
13. Embankment Protection Study	4.9	\$ 216,082
14. Roadway Pavement Design	4.8	\$ 29,672
15. Preliminary Quantity and Cost Estimating	4.12	\$ 251,632
<u>Project Area Two</u>		
16. Feasibility Study		\$ 766,015
17. Traffic Study Program	4.3	\$ 55,688
18. Subsurface Exploration Program	4.5	\$ 91,760
19. Tree Inventory	4.16	\$ 30,680
20. Hardware and Basin Condition Inventory	4.4	\$ 27,040
21. Conceptual Design Development		\$ 1,940,164
22. Embankment Protection Study	4.9	\$ 215,054
23. Roadway Pavement Design	4.8	\$ 20,440
24. Preliminary Quantity and Cost Estimating	4.12	\$ 220,611

* For purpose of estimate the consultant shall assume 8,200 linear feet for Rapid Inspection method and 3,200 linear feet for Routine Inspection method.

A. TOTAL PRE-SCOPING SERVICES FEE	\$ 9,800,064
B. ESTIMATED TOTAL REIMBURSABLE SERVICES: (ATTACHMENT 7)	\$ 1,042,300
C. ESTIMATED TOTAL CONTINGENCY SERVICES	\$ 250,000.00
1. Additional Topographic Survey – GR Section 4.2	
2. Additional Conceptual Design Development – see description on page SR-34	
GRAND TOTAL (Not To Exceed Amount) (A) + (B) + (C)	\$ 11,092,364

ATTACHMENT 6

FEE PROPOSAL (Cont'd.)

AKRF/KSE JV
Name of Proposer

By: 
Signature of Partner or Corporate Officer

11/25/14
Date

Andrew Malek, P.E.
Print Name

President
Title

AKRF/KSE JV
Firm

46-5187192
EIN #

ATTACHMENT 8

M/WBE – SCHEDULE B

SCHEDULE B – M/WBE Utilization Plan for Independently Registered Task Orders That are Issued Pursuant to Master Service Agreements (MSA)

Part I: M/WBE Participation Goals

Part I to be completed by agency issuing the Task Order

Contract Overview

MSA Contract Agency	<u>NYC Department of Design and Construction</u>	MSA Contract Task Order	<u>01</u>
Agency Issuing Task Order	<u>Requirements Contracts for Engineering Design and Related Services for Large Infrastructure</u>		
MSA Contract Description	<u>Projects, Citywide.</u>		
Task Order Response Date	<u>October 22, 2014</u>		
Agency Address	<u>30-30 Thompson Avenue</u>	City	<u>Long Island City</u>
		State	<u>NY</u>
		Zip Code	<u>11101</u>
Contact Person	<u>Monika Beci</u>	Title	<u>MWBE Liaison & Compliance Analyst</u>
Telephone #	<u>(718) 391 - 1128</u>	Email	<u>BeciMo@ddc.nyc.gov</u>

Task Order Description *(attach additional pages if necessary)*

Prepare site analysis, community engagement, feasibility study, Conceptual Design for East Coast Resiliency.

M/WBE Participation Goals for Services
Enter the percentage amount for each group or for an unspecified goal. Please note that there are no goals for Asian Americans in Professional Services.

Prime Contract Industry: Professional Services

Group	Percentage
Unspecified	15%
or	
Black American	UNSPECIFIED*
Hispanic American	UNSPECIFIED*
Asian American	NO GOAL*
Women	UNSPECIFIED*
Total Participation Goals	15%

* Note: For this procurement, individual ethnicity and gender goals are not specified. The Total Participation Goals for professional services subcontracts may be met by using Black American, Hispanic American or Caucasian Female firms or any combination of such firms.

PIN: 8502014VP0011P-20P

Project ID: SANDRESM1

Tax ID #: 465187192

APT E- PIN #: 85014P004008

Tax ID# 465187192

PIN 8502014VP0011P-20P

SCHEDULE B - Part II: M/WBE Participation Plan for Individual Task Order

Part II to be completed by the bidder/proposer/vendor.

Please note: For Non-M/WBE Prime Contractors who will NOT subcontract any services and will self-perform the entire task order, you must obtain a FULL waiver by completing the Waiver Application on pages 5 and 6 and timely submitting it to the task order issuing agency pursuant to the Notice to Prospective Contractors. Once a FULL WAIVER is granted, it must be included with your task order response, bid or proposal, whichever applicable, and you do not have to complete or submit this form with your submission.

Section I: Prime Contractor Contact Information

Tax ID # 465187192 FMS Vendor ID # HWDRCW02
 Business Name The AKRF/KSE Joint Venture Contact Person Andrew Malek, P.E.
 Address 440 Park Avenue South, 7th Floor, New York, NY 10016
 Telephone # (646) 388-9746 Email amalek@akrf.com

Section II: M/WBE Utilization Goal Calculation: Check the applicable box and complete subsection.

PRIME CONTRACTOR ADOPTING AGENCY M/WBE PARTICIPATION GOALS

<input type="checkbox"/> For Prime Contractors (including Qualified Joint Ventures and M/WBE firms) adopting Agency M/WBE Participation Goals. Calculate the total dollar value of your total task order or task order bid or proposal if applicable, that you agree will be awarded to M/WBE subcontractors for services and/or credited to an M/WBE prime contractor or Qualified Joint Venture. Please review the Notice to Prospective Contractors for more information on how to obtain credit for M/WBE participation.	Total Bid/Proposal/Task Order Value		Agency Total Participation Goals (Line 1, Page 1)		Calculated M/WBE Participation Amount
	\$ 11,092,364	X	15.0	=	\$ 1,663,855 Line 2

PRIME CONTRACTOR OBTAINED PARTIAL WAIVER APPROVAL: ADOPTING MODIFIED M/WBE PARTICIPATION GOALS

<input type="checkbox"/> For Prime Contractors (including Qualified Joint Ventures and M/WBE	Total Bid/Proposal/Task Order Value		Adjusted Participation Goal (From Partial Waiver)		Calculated M/WBE Participation Amount

<p>firms) that have obtained a partial waiver of the M/WBE Participation Goals because you will be subcontracting at a lesser percentage than the Agency Total Participation Goals. (The approved partial waiver must be submitted with this form.)</p> <p>Calculate the total dollar value of your total task order or task order bid or proposal if applicable, that you agree will be awarded to M/WBE subcontractors for services and/or credited to an M/WBE prime contractor or Qualified Joint Venture.</p> <p>Please review the Notice to Prospective Contractors for more information on how to obtain credit for M/WBE participation.</p>	\$	X	=	\$ Line 3
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Section III: M/WBE Utilization Plan: How Proposer/Bidder/Vendor Will Fulfill Task Order M/WBE Participation Goals. Please review the Notice to Prospective Contractors for more information on how to obtain credit for M/WBE participation. Check applicable box. The Proposer/Bidder/Vendor will fulfill the M/WBE Participation Goals:

As an M/WBE Prime Contractor that will self-perform and/or subcontract to other M/WBE firms a portion of the task order the value of which is at least the amount located on Lines 2 or 3 above, as applicable. The value of any work subcontracted to non-M/WBE firms will not be credited towards fulfillment of M/WBE Participation Goals.

Please check all that apply to Prime Contractor:

MBE WBE

As a Qualified Joint Venture with an M/WBE partner, in which the value of the M/WBE partner's participation and/or the value of any work subcontracted to other M/WBE firms is at least the amount located on Lines 2 or 3 above, as applicable. The value of any work subcontracted to non M/WBE firms will not be credited towards fulfillment of M/WBE Participation Goals.

As a non M/WBE Prime Contractor that will enter into subcontracts with M/WBE firms the value of which is at least the amount located on Lines 2 or 3 above, as applicable.

Section IV: General Contract Information

What is the expected percentage of the total task order dollar value that you expect to award in subcontracts for services, regardless of M/WBE status? % 15.0

<p>✓ Scopes of Subcontract Work</p>	<p><i>Enter brief description of the type(s) and dollar value of subcontracts for all/any services that you plan on subcontracting if awarded this task order. For each item, indicate whether the work is designated for participation by MBEs and/or WBEs and the time frame in which such work is scheduled to begin and end. Use additional sheets if necessary.</i></p>
	1. ARCADIS - Resiliency design/Flood Protection - \$2,299,800
	2. CH2M -- Marine Structures - \$2,299,700
	3. MNLA (WBE, DBE) - Landscape Architecture - \$861,575
	4. HH - Bridge Structures - \$750,543
	5. HS - Drainage Analysis - \$281,643
	6. BIG - Community Engagement - \$500,000
	7. BE (WBE) - Flood Modeling - \$237,560
	8. SW (WBE) - Community Engagement - \$120,000
	9. FHI (WBE, DBE) - Community Engagement - \$75,000
	10. Turner - Constructability/Cost Estimating - \$94,000
	11. SIMCO (MBE, DBE) - Traffic Planning - \$69,720
	12. Laboratory Services (MBE) - \$300,000
	13. _____
	14. _____
	15. _____
	16. _____
17. _____	

Section V: Vendor Certification and Required Affirmations

I hereby:

- 1) acknowledge my understanding of the M/WBE participation requirements as set forth herein and the pertinent provisions of Section 6-129 of the Administrative Code of the City of New York ("Section 6-129"), and the rules promulgated thereunder;
- 2) affirm that the information supplied in support of this M/WBE Utilization Plan is true and correct;
- 3) agree, either as the only Vendor awarded the Master Service Agreement or if awarded this Task Order pursuant to a mini-competition as set forth in the Master Service Agreement, to comply with the M/WBE participation requirements of this Task Order, the pertinent provisions of Section 6-129, and the rules promulgated thereunder, all of which shall be deemed to be material terms of this Contract;
- 4) agree and affirm that it is a material term of this Task Order that the Vendor will award the total dollar value of the M/WBE Participation Goals to certified MBEs and/or WBEs, unless a full waiver is obtained or such goals are modified by the Agency; and
- 5) agree and affirm, as the only Vendor awarded the Master Service Agreement or if awarded this Task Order pursuant to a mini-competition as set forth in the Master Service Agreement, to make all reasonable, good faith efforts to meet the M/WBE Participation Goals, or if a partial waiver is obtained or such goals are modified by the Agency, to meet the modified Participation Goals by soliciting and obtaining the participation of certified MBE and/or WBE firms.

<p>Signature </p>	<p>Date November 26, 2014</p>
<p>Print Name Andrew Malek, P.E.</p>	<p>Title Senior Vice President</p>

SCHEDULE B – PART III – REQUEST FOR WAIVER OF M/WBE PARTICIPATION REQUIREMENT

Contract Overview

Tax ID # _____ FMS Vendor ID # _____

Business Name _____

Contact Name _____ Telephone # _____ Email _____

Type of Task Order Mini Competition, or Selected Vendor **Response Due Date** _____

Master Service Agreement Contract Agency: _____ Master Service Agreement Contract Number: _____

Task Order Number: _____ Agency Issuing Task Order: _____

M/WBE Participation Goals as established in the Task Order Schedule B

_____ % Agency M/WBE Participation Goal

_____ % Proposed M/WBE Participation Goal as anticipated by vendor seeking waiver of the total bid/proposal/task order value anticipated in good faith by the bidder/proposer/vendor to be subcontracted for services and/or credited to an M/WBE Prime Contractor or Qualified Joint Venture

Basis for Waiver Request: Check appropriate box & explain in detail below (attach additional pages if needed)

- Vendor does not subcontract services, and has the capacity and good faith intention to perform all such work itself with its own employees.
- Vendor subcontracts some of this type of work but at a lower % than the Task Order describes, and has the capacity and good faith intention to do so on this Task Order. (Attach subcontracting plan outlining services that the vendor will self-perform and subcontract to other vendors or consultants.)
- Vendor has other legitimate business reasons for proposing the M/WBE Participation Goal above. Explain under separate cover.

References

List 3 most recent contacts/subcontracts performed for NYC agencies (if any). Add more pages if necessary.

CONTRACT NO. _____	AGENCY _____	DATE COMPLETED _____
Total Contract Amount \$ _____	Total Amount Subcontracted \$ _____	
Item of Work Subcontracted and Value of subcontract _____	Item of Work Subcontracted and Value of subcontract _____	Item of Work Subcontracted and Value of subcontract _____
CONTRACT NO. _____	AGENCY _____	DATE COMPLETED _____
Total Contract Amount \$ _____	Total Amount Subcontracted \$ _____	
Item of Work Subcontracted and Value of subcontract _____	Item of Work Subcontracted and Value of subcontract _____	Item of Work Subcontracted and Value of subcontract _____
CONTRACT NO. _____	AGENCY _____	DATE COMPLETED _____
Contract Amount \$ _____	Amount Subcontracted \$ _____	
Item of Work Subcontracted and Value of subcontract _____	Item of Work Subcontracted and Value of subcontract _____	Item of Work Subcontracted and Value of subcontract _____

List 3 most recent contracts/subcontracts performed for other entities

(complete ONLY if vendor has performed fewer than 3 NYC contracts)

TYPE OF Contract	_____	ENTITY	_____	DATE COMPLETED	_____
Manager at entity that hired vendor (Name/Phone No./Email)					
Total Contract Amount	\$ _____	Total Amount Subcontracted	\$ _____		
Item of Work Subcontracted and Value of subcontract	_____	Item of Work Subcontracted and Value of subcontract	_____	Item of Work Subcontracted and Value of subcontract	_____

TYPE OF Contract	_____	AGENCY/ENTITY	_____	DATE COMPLETED	_____
Manager at entity that hired vendor (Name/Phone No./Email)					
Total Contract Amount	\$ _____	Total Amount Subcontracted	\$ _____		
Item of Work Subcontracted and Value of subcontract	_____	Item of Work Subcontracted and Value of subcontract	_____	Item of Work Subcontracted and Value of subcontract	_____

TYPE OF Contract	_____	AGENCY/ENTITY	_____	DATE COMPLETED	_____
Manager at entity that hired vendor (Name/Phone No./Email)					
Total Contract Amount	\$ _____	Total Amount Subcontracted	\$ _____		
Item of Work Subcontracted and Value of subcontract	_____	Item of Work Subcontracted and Value of subcontract	_____	Item of Work Subcontracted and Value of subcontract	_____

VENDOR CERTIFICATION: *I hereby affirm that the information supplied in support of this waiver request is true and correct, and that this request is made in good faith.*

Signature: _____
Print Name: _____

Date: _____
Title: _____

Shaded area below is for agency completion only

AGENCY CHIEF CONTRACTING OFFICER APPROVAL

Signature: _____

Date: _____

CITY CHIEF PROCUREMENT OFFICER APPROVAL

Signature: _____

Date: _____

Waiver Determination

Full Waiver Approved:
 Waiver Denied:
 Partial Waiver Approved:
 Revised Participation Goal: _____ %

ATTACHMENT 9

HUD RIDER

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section I(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been

communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who

is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be

awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

APPENDIX B

NOTICE

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

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ARTICLE 1

DEFINITIONS

As used in this Contract:

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

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

(c) “City” means the City of New York.

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

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

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

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

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

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

ARTICLE 2

FEDERAL CONDITIONS

This Agreement is subject to:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(k) Uniform Administrative Requirements.

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

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

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

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

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

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

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

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

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

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

ARTICLE 3 ADDITIONAL FEDERAL CONDITIONS FOR CONSTRUCTION

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

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

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

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

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

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

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

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

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

ARTICLE 4

NONDISCRIMINATION

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

ARTICLE 5

RECORDS AND AUDITS

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

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

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

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

ARTICLE 6

UNEARNED PAYMENTS

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

ARTICLE 7

DISBURSEMENT RESTRICTIONS

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

ARTICLE 8

DOCUMENTATION OF COSTS

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

ARTICLE 9

BONDING

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

ARTICLE 10

ACCOUNTING SYSTEM

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

ARTICLE 11

COPYRIGHTS

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

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

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

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

ARTICLE 12

PATENTS

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

ARTICLE 13

SUBCONTRACTORS

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

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

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

ARTICLE 14

SUSPENSION AND TERMINATION

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

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

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

ARTICLE 15

REVERSION OF ASSETS

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

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

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

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

(e) Title to all equipment in excess of \$150 purchased or leased pursuant to this Agreement with Community Development funds or furnished by the City shall vest in the City and the same shall be conspicuously labeled as such.

ARTICLE 16

SMALL FIRMS, M/WBE FIRMS, AND LABOR SURPLUS AREA FIRMS

The Contractor shall take the following affirmative steps in the letting of subcontracts, if subcontracts are to be let, in order to ensure that minority firms, women's business enterprises, and labor surplus area firms are used when possible:

(a) Placing qualified small minority businesses and women's business enterprises on solicitation lists;

(b) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(c) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(d) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and

(e) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

ARTICLE 17

ENVIRONMENTAL PROTECTION

For agreements, subcontracts, and subgrants of amounts in excess of \$100,000, the Contractor shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. §1857(h)), Section 508 of the Clean Water Act (33 U.S.C. §1368), Executive Order 11738, and Environmental Protection Agency regulations (provisions of 40 CFR Part 32 related to the Clean Air Act and Clean Water Act).

ARTICLE 18

ENERGY EFFICIENCY

The Contractor shall comply with mandatory standards and policies relating to energy efficiency that are contained in the New York State energy conservation plan issued in compliance with the Energy Policy Conservation Act (Pub. L. 94-163).

ARTICLE 19

BINDING AUTHORITY

If any provision in this Appendix B directly conflicts with any other provision in the Contract, the provision in Appendix B shall be controlling.

Federal Exhibits 1-3, are attached to, and made a part of this Appendix B.

Any subcontracts entered into pursuant to this Agreement shall incorporate the following City of New York provisions by reference, which shall be binding on every Subcontractor:

- Investigations;
- Executive Order 50; and
- Conflicts of Interest

NOTICE TO BIDDERS

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246, as amended) FOR ALL CD FUNDED CONSTRUCTION CONTRACTS AND SUB-CONTRACTS IN EXCESS OF \$10,000.

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.

2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all Construction work in the covered area, are as follows:

Goals and Timetables for Minorities

<u>Trade</u>	<u>Goal</u> <u>(percent)</u>
Electricians	9.0 to 10.2
Carpenters	27.6 to 32.0
Steamfitters	12.2 to 13.5
Metal Lathers	24.6 to 25.6
Printers	22.8 to 26.0
Operating Engineers	25.6 to 26.0
Plumbers	12.0 to 14.5
Iron Workers (structural)	25.9 to 32.0
Elevator Constructors	5.5 to 6.5
Bricklayers	13.4 to 15.5
Asbestos Workers	22.8 to 28.0
Roofers	6.3 to 7.5
Iron Workers (ornamental)	22.4 to 23.0
Cement Masons	23.0 to 27.0
Glazers	16.0 to 20.0
Plasterers	15.8 to 18.0
Teamsters	22.0 to 22.5
Boilermakers	13.0 to 15.5
All Other	16.4 to 17.5

Goals and Timetables for Women

From April 1, 1980 until the present 6.9

These goals are applicable to all the Contractor's Construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the Contractor performs Construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and nonfederally involved Construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female

employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall made a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any Construction subcontract in excess of \$10,000 at any tier for Construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the Subcontractor; employer identification number of the Subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.

4. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is the City of New York.

HURRICANE SANDY CDBG-DR APPENDIX

NOTICE

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

ARTICLE 1. DEFINITIONS

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

ARTICLE 2. ADMINISTRATIVE CAP

Pursuant to the Disaster Relief Appropriations Act of 2013 (P.L. 113-2) and Section VI(A)(10)(b) of HUD Docket No. FR-56960-N-01, attached, a Subrecipient shall not be reimbursed for general administration costs that exceed five percent.

ARTICLE 3. FLOOD INSURANCE

Subrecipients shall implement procedures and mechanisms to ensure that assisted property owners comply with all flood insurance requirements set forth in Section VI(B)(31) of HUD Docket No. FR-56960-N-01.

ARTICLE 4. CIVIL RIGHTS REQUIREMENTS

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

ARTICLE 5. RELIGIOUS ORGANIZATIONS

In addition to the provisions in Article 2(m)(iv) of Appendix B, which cover a religious or denominational institution or organization operated for religious purposes which is supervised or controlled by or in connection with a religious or denominational institution or organization, payment may be authorized for a portion of eligible rehabilitation or construction costs attributable to the non-religious use of a facility that is not used exclusively for religious purposes, pursuant to Section VI(A)(4)(c) of HUD Docket No. FR-56960-N-01.

ARTICLE 6. QUARTERLY REPORTS

The reports required by Article (5)(b) of Appendix B shall be provided by the Contractor or Subrecipient to the City on a quarterly basis, pursuant to Section VI(A)(2)(e) of HUD Docket No. FR-56960-N-01.

ARTICLE 7. CONSTRUCTION STANDARDS

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

ARTICLE 8. PROGRAM INCOME

To the extent deemed necessary by the City, the Program Income provisions set forth in Article 2(1) of Appendix B may be waived and instead the City may apply the alternative program requirements set forth in Section VI(A)(17)(a)-(b) of Docket No. FR-56960-N-01, which concern the definition of program income. In such event, the alternative requirements shall be set forth in the Subrecipient Agreement.

ARTICLE 9. PERFORMANCE REQUIREMENTS AND LIQUIDATED DAMAGES

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

DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

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

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

Available On-line at

http://portal.hud.gov/hudportal/documents/huddoc?id=CDBG-FR_Sandy_Notice.PDF

SCHEDULE A

TIME FOR COMPLETION: 365 consecutive calendar days.

(A) PRE-SCOPING SERVICES FEE \$ 9,800,064

(B) ALLOWANCE FOR REIMBURSABLE SERVICES \$ 1,042,300

(C) CONTINGENCY SERVICES \$ 250,000.00

- 1. Additional Topographic Survey – GR Section 4.2
- 2. Additional Conceptual Design Development

(D) TOTAL NOT TO EXCEED AMOUNT: Addition of (A) + (B) + (C) \$ 11,092,364

(E) DELIVERABLES. Upon completion of the respective tasks the Consultant shall hand deliver, to the Commissioner, the following:

Pre-Scoping Services

- 20 Sets of PDI Report
- 10 Sets of Bridge Inspection report (All back up documents)
- 10 Sets of Waterfront and Bulkhead Inspection report (All back up documents)
- 10 Sets of Environment Report
- 5 Sets of Traffic Study Report
- 20 Sets of Feasibility Study Report
- 5 Sets of Bound Prints of Selected Conceptual Design Alternative Project Area One
- 5 Sets of Bound Prints of Selected Conceptual Design Alternative Project Area Two
- 5 Sets of Technical Supplements (All project back up documents)
- 10 Copies of Archiving CDs

Agreed to:



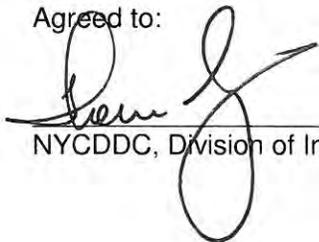
Consultant

Approved:



Eric Macfarlane, P.E.
Deputy Commissioner, Infrastructure

Agreed to:



NYCDDC, Division of Infrastructure