



January 5, 2015

**ADDENDUM NO. 1**

**PROJECT: SANDHRO, CM/Design/Build for Hurricane Sandy-Affected Residential Community Recovery, Boroughs of Queens, Brooklyn and Staten Island**

**PIN: 8502015HR0011P-13P**

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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.

Receipt of an addendum to this RFP by a proposer must be acknowledged by attaching an original signed copy of the Acknowledgement of Addendum and original signed copy(ies) of Addenda to the technical proposal. All addenda shall become a part of the requirements for this RFP. Failure to do so may deem the proposal non-responsive.

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**Extension of Proposal Due Date**

- **The Proposal due date has been extended to Friday, January 23, 2014.**

**Anticipated Timeline**

- **Shortlisted firms will be notified the week of February 2<sup>nd</sup> for interviews the week of February 9<sup>th</sup>, 2015.**
- **It is the goal of DDC to notify firms of potential award in March with registration, mobilization and start of all services in May.**

**December 19, 2014 Pre-Proposal Conference**

- **The PowerPoint Presentation has been posted to DDC's RFP Website and is included in this Addendum.**

**Questions and Answers**

- **Questions and Answers from consultants and from the December 19, 2014 Pre-Proposal Conference are attached to this addendum.**

**Request for Proposals**

- **RFP-5-7 has been revised. Please delete and replace with the revised RFP-5-7 attached to this addendum.**
- **RFP-8-9, Project Schedule has been revised. Please delete and replace with the revised RFP-8-9, Project Schedule attached to this addendum.**





- RFP-12, Links were added to the Barracuda Web Application Firewall “WAF” firmware v7.9.0.19 - Application Firewall and Scribe Insight 7.6.1.36092 - CRM automation and data integration.
- RFP-12, Task A.7, add the sentence “*The CM needs to include a full-time Community Liaison position for this scope of work within their CM Base Fee.*” to the end of the last paragraph.
- RFP-13, Task B.1, Preliminary Design has been revised. Please delete and replace with the revised RFP-13, Task B.1 attached to this addendum.
- RFP-16-17, Anticipated Time Frames chart has been revised. Please delete RFP-16-17 and replace with the revised RFP-17-18 attached to this addendum.
- RFP-22 has been revised. Delete RFP-22 and replace with revised RFP-23 attached to this addendum.
- RFP-24 has been revised. Delete RFP-24 and replace with revised RFP-25 attached to this addendum.
- Attachments 3A, B and C have been revised. Delete RFP-34-43 and replace with the revised Attachments 3A, B and C attached to this addendum.
- Attachment 4 – Staffing Requirements has been revised. Delete Attachment 4 and replace with revised Attachment 4 attached to this addendum.
- Attachment 7 - Schedule B: M/WBE Utilization Plan has been revised and attached to this addendum. The M/WBE participation goal has been revised to 25%. Asian American consultant and construction firms will be included in the goals for Construction and Standard Services.

**Contract**

- Addendum No. 2 will be issued to address all the revisions on the contract.

Contact: Jue Zhang, zhangju@ddc.nyc.gov  
 Phone No.: 718-391-1096

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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.**

\_\_\_\_\_  
**Veronica Nnabugwu**  
**Deputy Agency Chief Contracting Officer**

\_\_\_\_\_  
**Name of Proposer**

By \_\_\_\_\_

Title \_\_\_\_\_





# Pre-Proposal Conference

## Hurricane Sandy Affected Community Recovery Construction Management Design Build



Bill de Blasio  
Mayor

**Housing  
Recovery**

Amy Peterson  
Director



Stronger & Safer



NEW YORK CITY DEPARTMENT OF  
DESIGN + CONSTRUCTION



## Welcome

Christine Flaherty, Associate Commissioner, Public Buildings, DDC

## Keynote

Bill Goldstein, Senior Advisor for Recovery, Resiliency, and Infrastructure

## Overview

Amy Peterson, Director of the Mayor's Office of Housing Recovery

Franco Morizio, Pre-Construction and Repair Director of the Mayor's Office of Housing Recovery

## Procurement

John Goddard, Agency Chief Contracting Officer, DDC

## MWBE Participation

Magalie Austin, Chief Diversity and Industry Relations Officer, DDC

## RFP

Christine Flaherty, Associate Commissioner, Public Buildings, DDC

## Department of Buildings

Gus Sirakis



## **Our Commitment**

Helping New Yorkers affected by Hurricane Sandy repair, elevate, and rebuild their homes.

## **Build it Back**

The city's residential Sandy recovery program funded by the U.S. Department of Housing and Urban Development.

# Overall HRO Program

**15,000**  
homeowners  
have applied

**10,000**  
homes need to  
be rehabilitated

**4,000**  
homes need  
to be elevated

**500**  
homes need full  
reconstruction

# Progress to Date



**Advance the settlement of homeowners, landlords and tenants into their homes by substantially increasing design and construction capacity for the Build It Back program, including design capacity for complex projects**

**Maximize the number of projects designed and constructed in 2015**

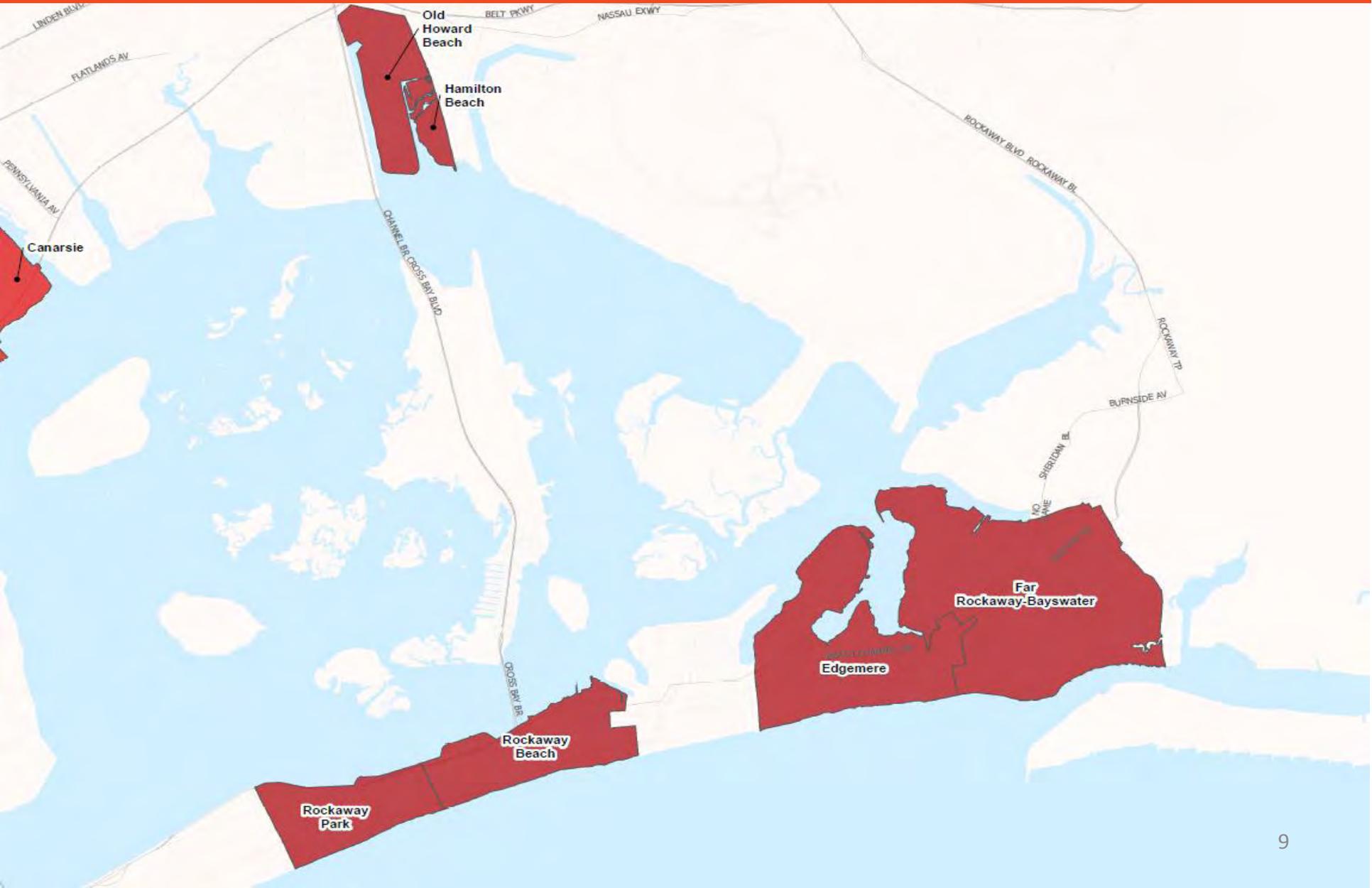
# Estimated Project Counts and Key Neighborhoods

	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	
	<b>Total Rehabilitations</b>	<b>Total Elevations</b>	<b>Total Reconstructions</b>	<b>Total Projects</b>	
<b>Queens</b>	<b>1,250</b>	<b>950</b>	<b>20</b>	<b>2,220</b>	
<b>Brooklyn</b>	<b>2,500</b>	<b>800</b>	<b>25</b>	<b>3,325</b>	
<b>Staten Island</b>	<b>1,200</b>	<b>950</b>	<b>30</b>	<b>2,180</b>	
<b>Total</b>	<b>4,950</b>	<b>2,700</b>	<b>75</b>	<b>7,725</b>	
<b>Queens Neighborhoods</b>		<b>Brooklyn Neighborhoods</b>		<b>Staten Island Neighborhoods</b>	
1. Edgemere	2. Far Rockaway – Bayswater	3. Hamilton Beach	4. Old Howard Beach	5. Rockaway Beach	6. Rockaway Park
1. Brighton Beach	2. Canarsie	3. Coney Island	4. Gerritsen Beach	5. Manhattan Beach	6. Red Hook
7. Seagate	8. Sheepshead Bay	1. Cedar Grove	2. Great Kills	3. Midland Beach	4. New Dorp
		5. Oakwood Beach	6. South Beach		

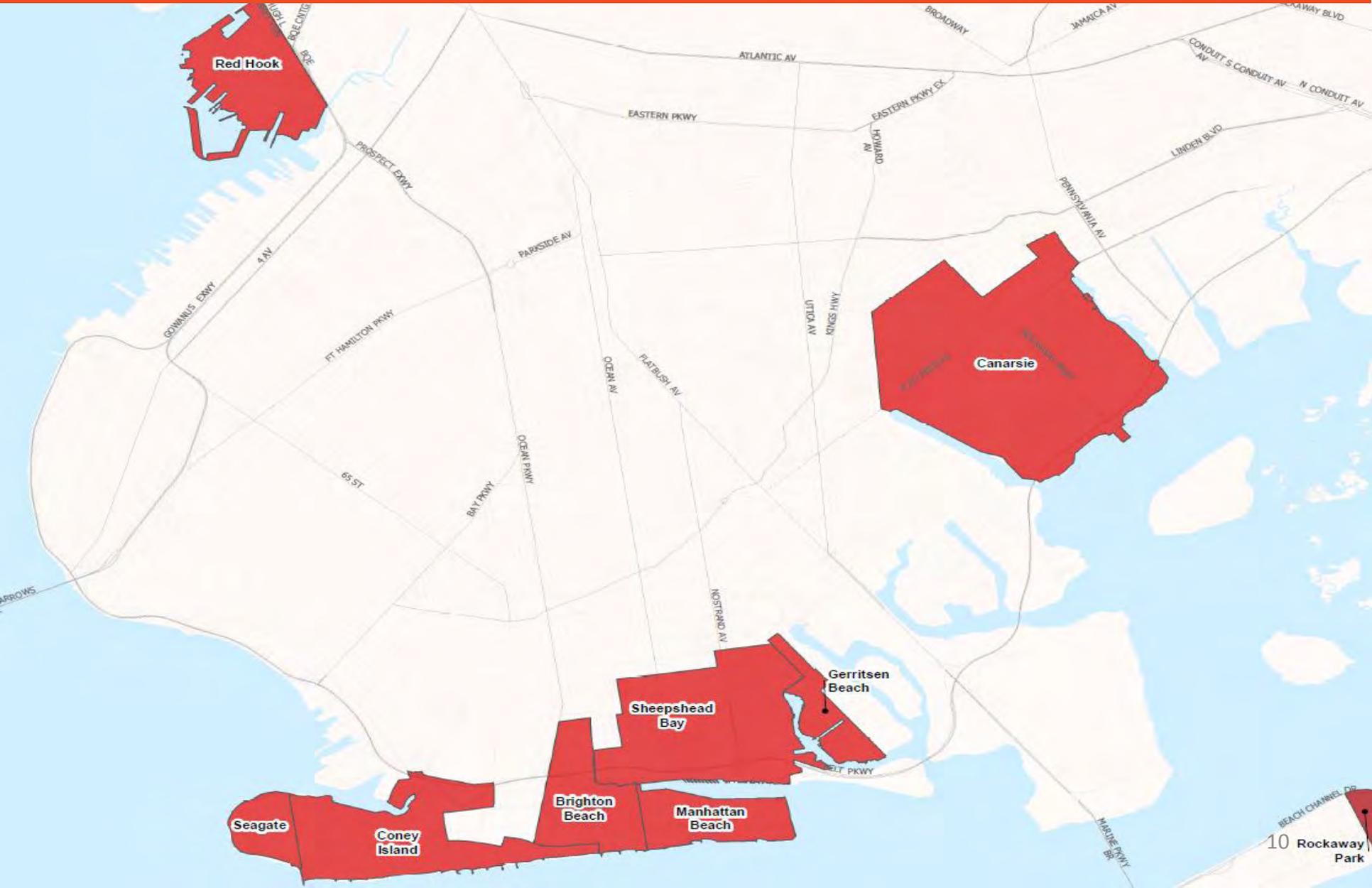
## **Increase Resources**

Increase design and construction capacity to complete repairs, elevations, and reconstruction on Sandy-damaged homes

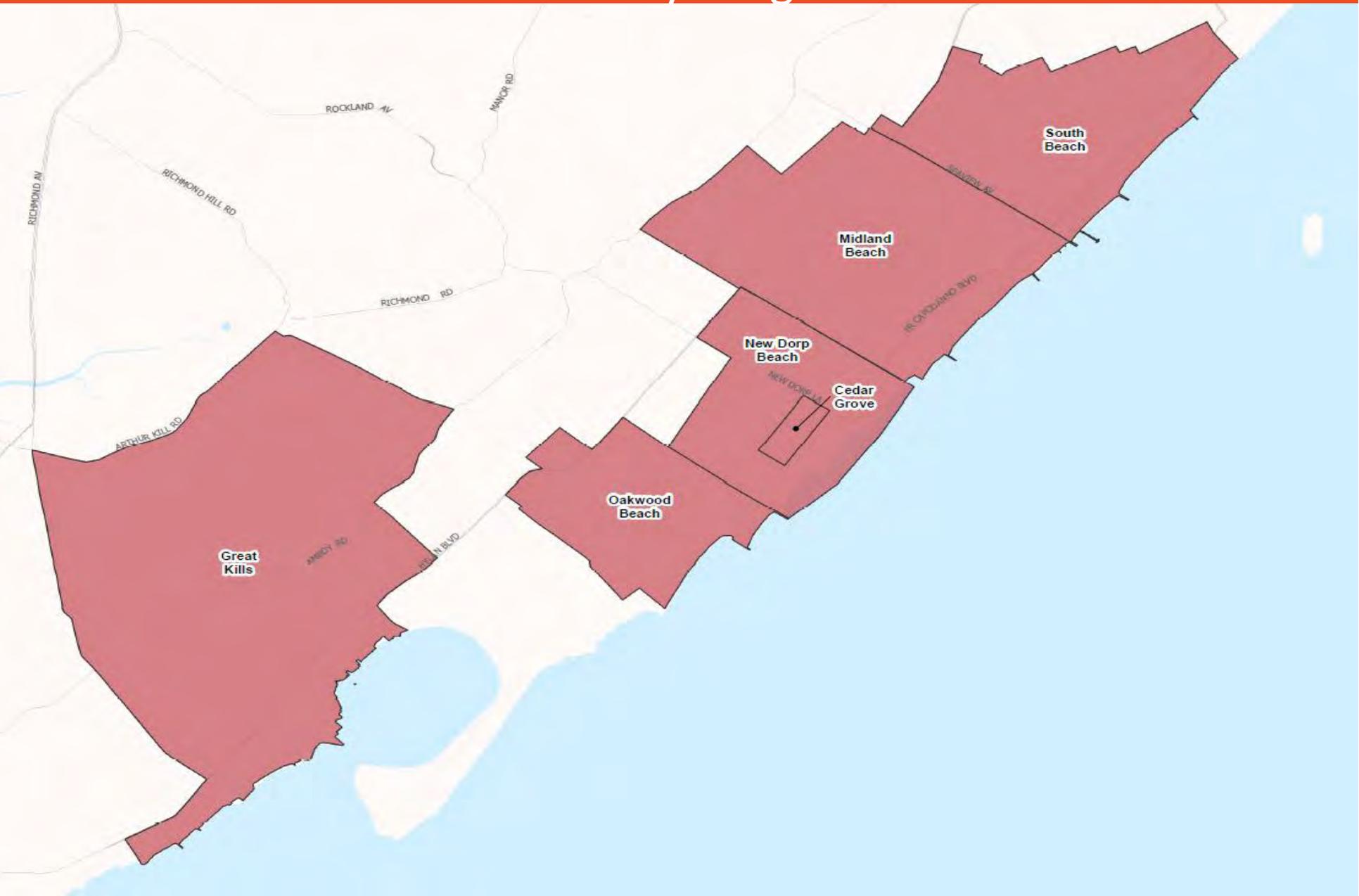
# Key Neighborhoods: Queens



# Key Neighborhoods: Brooklyn



# Key Neighborhoods: Staten Island



## **Problem Solve**

Address serious design and infrastructure constraints with innovative urban design approaches at a more cohesive neighborhood scale

## **Damage Calculations**

Making pathway decisions

## **Elevation**

Flood zones

New requirements

## **Attached Homes**

Multiple homeowners in and out of program

## **BSA Issues**

Narrow lots

No legal street frontage

Street widening

## **Special Considerations**

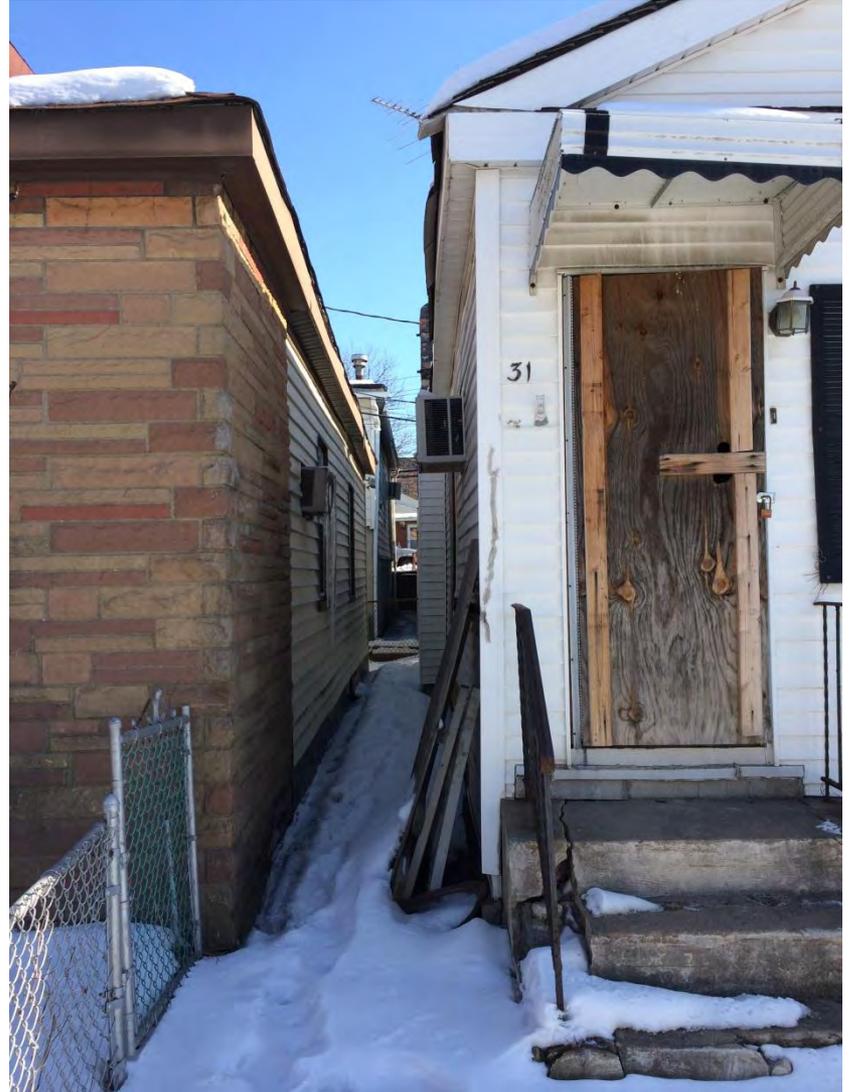
Wetlands

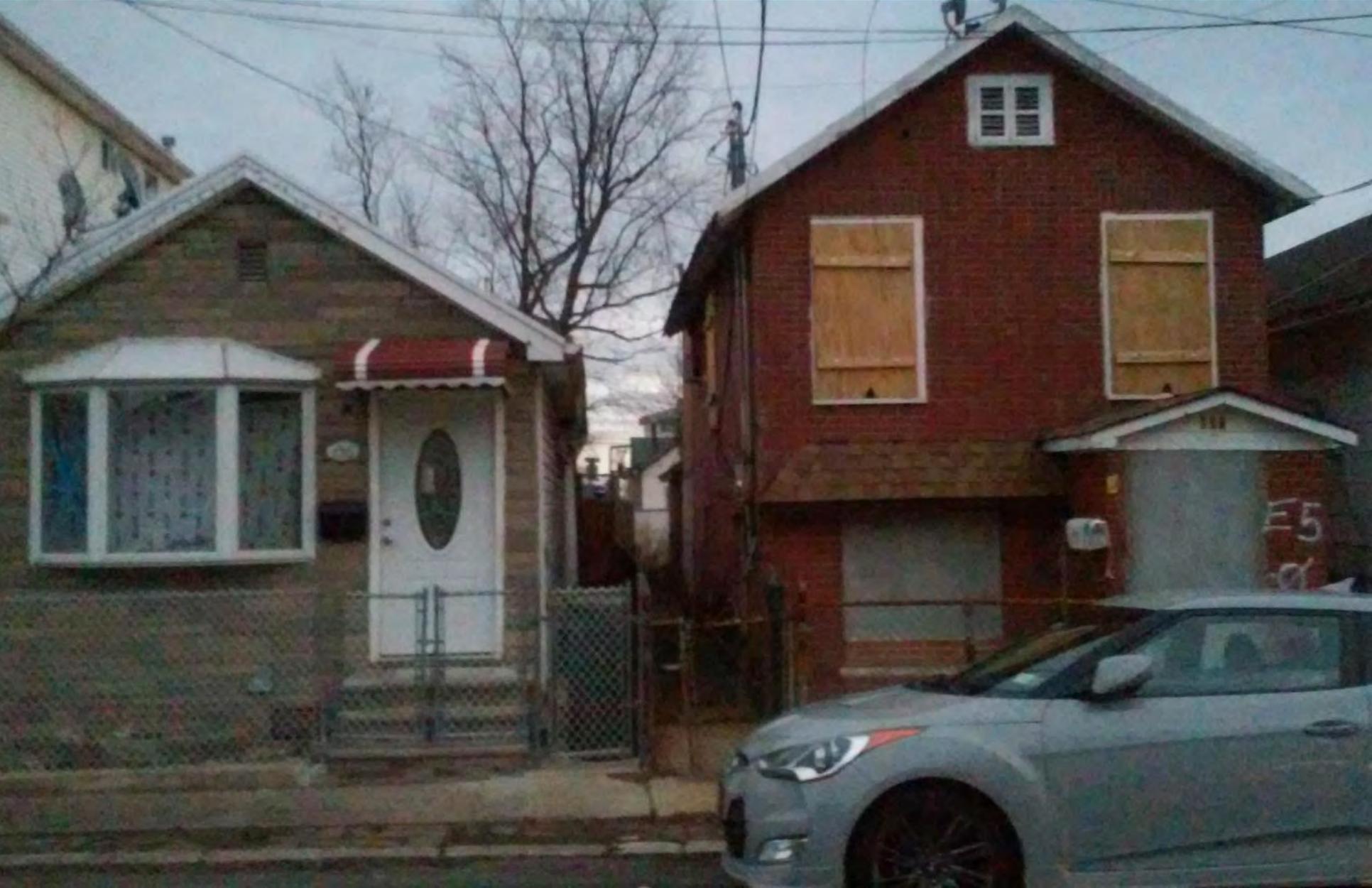
Coastal Erosion Hazards Areas

Unmapped streets

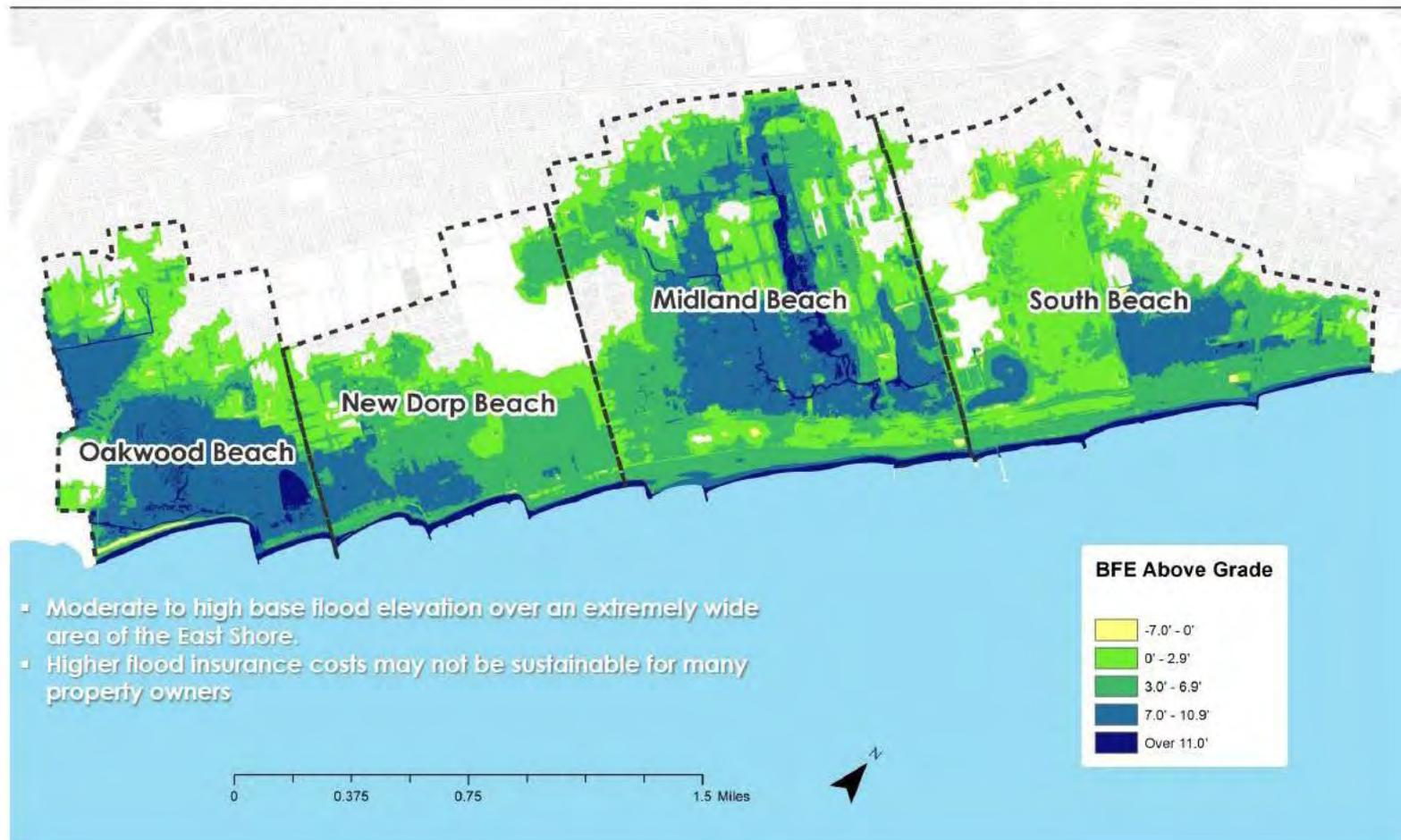
Connections to city infrastructure

# Sheepshead Bay Courts

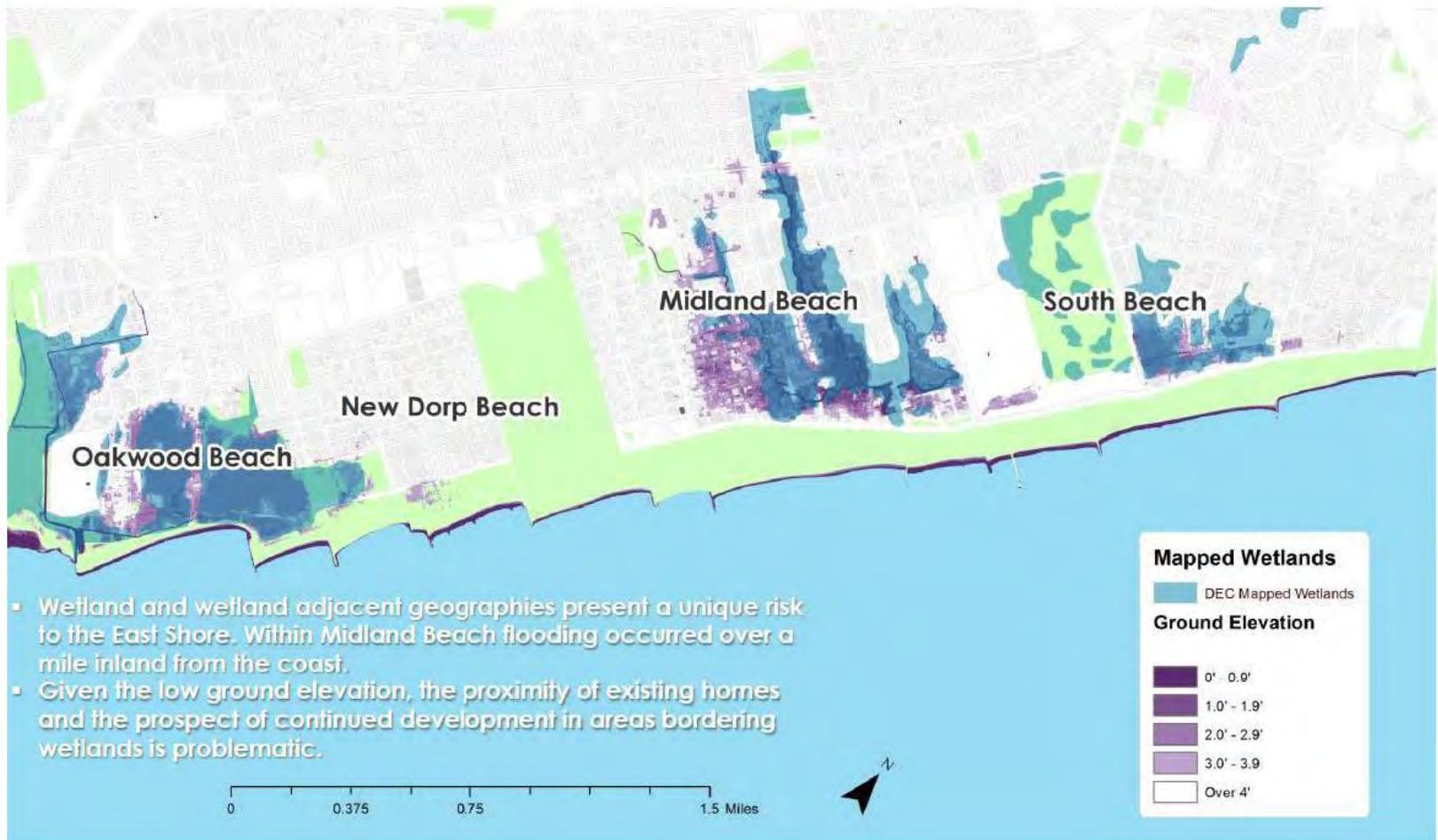




# Flood Elevation – Staten Island



# Wetlands – Staten Island

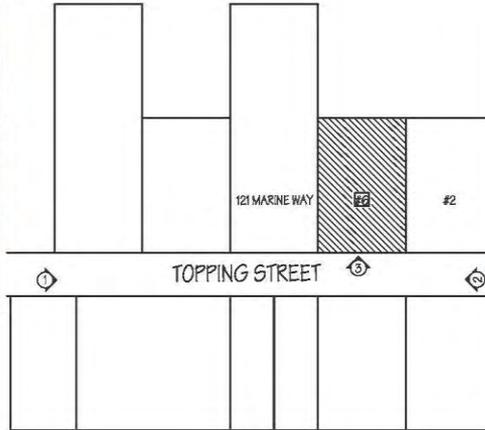


- Wetland and wetland adjacent geographies present a unique risk to the East Shore. Within Midland Beach flooding occurred over a mile inland from the coast.
- Given the low ground elevation, the proximity of existing homes and the prospect of continued development in areas bordering wetlands is problematic.

# BSA Applications



① PHOTO LOOKING WEST



② PHOTO LOOKING EAST



127 MARINE WAY

#16

121 MARINE WAY

#6

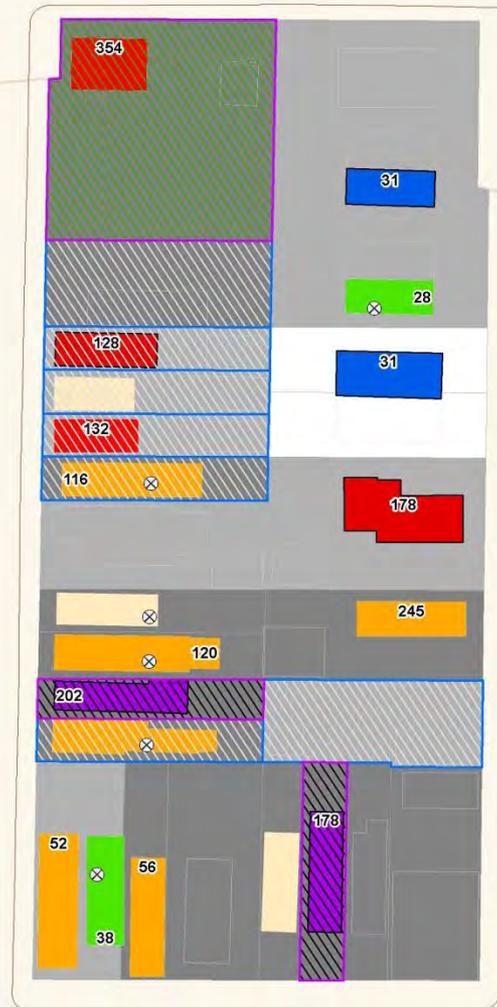
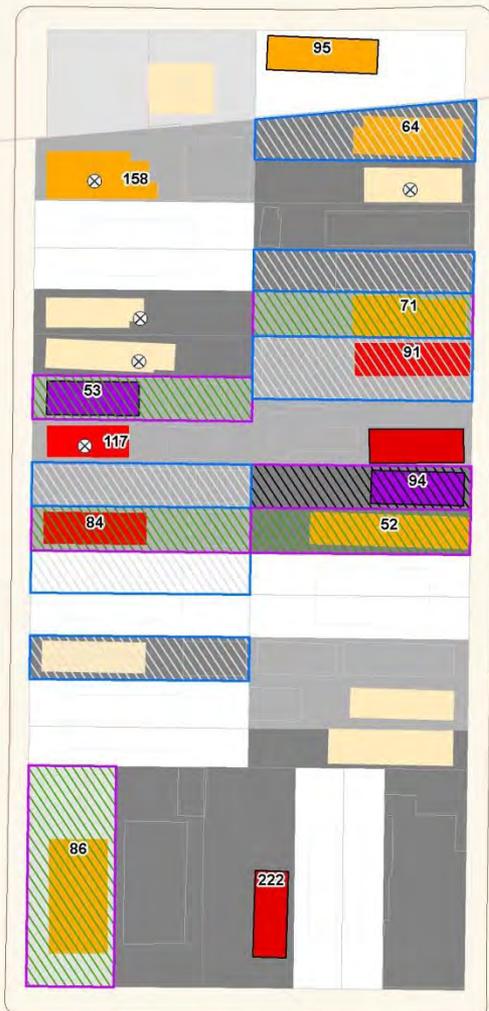
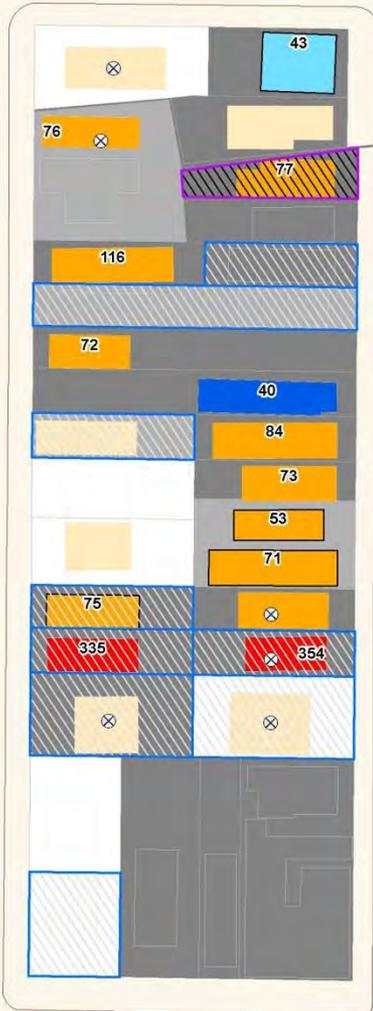
#2

③ TOPPING STREET ELEVATION



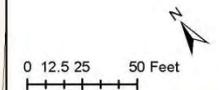
ITEM 13: - STREETSCAPE  
6 TOPPING STREET

## Build it Back- Sept. - Dec. 2014 Midland Beach Block Sampling



- AIR Prospects - 10/9/14**
- Signed to be transferred to NYS
  - In AIR process with BIB
  - Indicated Interest to BIB
  - Eligible for NYS buyout pgm. - 9/24/14
- # - Substantial Damage Calc. %**
- Program Pathways - 12/8/14**
- Acquisition for Redevelopment
  - Rebuild
  - Elevation
  - Repair Only
  - Reimbursement only
  - Repair with Reimbursement
  - Leave program
  - Pathway Selected
  - Feasibility not complete
- Initiated Withdrawal process - 9/24/14
- Buildings outside of BIB
- YearBuilt**
- Pre 1934
  - 1934 - 1961
  - 1962 - 1982
  - 1983 to Present
  - Parcel not found in year built search
- Curb Lines

DO NOT DISTRIBUTE



# Elevation Projects



## **Engage Communities**

Commit to local hiring – increasing social and economic resiliency in Sandy-affected communities through substantial workforce investment

## **Sandy Recovery Hiring Plan**

Firms will provide Sandy-impacted communities jobs and training for skills to increase income.

## **Identify Candidates**

Work with community groups and job training programs to identify candidates for construction-related work. Contractors and subcontractors will be encouraged to have 20% of employees be Sandy-impacted residents.

## **Partner with Small Business Services**

Register all job opportunities with Sandy Recovery Workforce 1, a job pipeline managed by SBS and HRO.

## **Contractors and Sub-contractors with Projects Greater than \$300,000**

For all projects greater than \$300,000, CMs are required to work with contractors and subcontractors who have registered apprenticeship programs.

For all projects greater than \$300,000, CMs are required to work with contractors and subcontractors who comply with the Building and Construction Trades Council Outer Borough Residential Project Labor Agreement.

## **Federal Compliance**

CMs must comply with federal guidelines for low-income hiring and city guidelines for hiring minorities and women.

Section 3 of the HUD Act of 1968, which requires, to the greatest extent feasible, economic opportunities for 30 percent of new hires be given to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing; see Appendix 1.

Executive Order 11246, which prohibits discrimination in employment due to race, color, religion, sex or national origin, and requires the implementation of goals for minority and female participation for work involving any Construction trade; see Appendix 1.

## **Tracking**

CMs must provide a full-time staff member dedicated to daily tracking compliance with the Sandy Recovery Hiring Plan.

## **Construction Management**

Provide all services necessary and required for quality management, coordination, and administration of the design and construction work

## **Scoping and Design**

Create comprehensive scope of work and provide additional design work through architectural, engineering, and technical expertise for complex design and infrastructure issues

## **Construction**

Procure all construction work from city-managed pre-qualified list and ensure all approved scope of work is bid properly, timely, and executed at the high level of standards of quality standards

## **Post-Construction**

Request final inspection, resolve outstanding issues, obtain certificate of occupancy, and perform project close-out tasks

# Application Processing



**Registration and Intake Appointment**



**Document Collection and Review**



**Damage Assessment**



**Award Calculation**



**Award Decision**

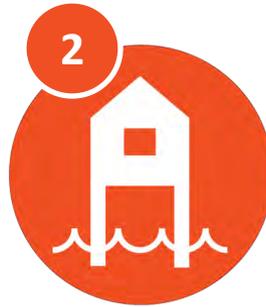


**Recovery Pathway**

# Three Major Pathways



**Rehabilitate**



**Elevate**



**Reconstruction**

## **Structural Repair or Replacement**

Foundations, subflooring, framing, wall, ceilings

## **Interior Repair**

Floors and wall finish, bathroom tiles and fixtures, kitchen cabinets, appliances, interior doors and finish carpentry

## **Exterior Repair**

Doors, windows, roofing

## **Utility and Service Equipment**

HVAC, plumbing, electrical, lighting, home elevation

## **Accessibility**

Eligible homeowners

## **Environmental Remediation**

Testing and abatement of mold, asbestos, lead



# Elevate and Reconstruction

**Property research**

**Utility mark-out**

**Land survey**

**Elevation consultation**

**Geotechnical services**

**Cost reasonableness**

**Schematic design**

**Construction documents  
and demo plans**

**Department of Buildings  
approval**



## **Submission Deadline (RFP-2)**

January 12, 2015 by 4PM (DDC Entrance is on 30<sup>th</sup> Place, not Thomson Avenue)  
E-mailed or faxed proposals will not be accepted by DDC

## **Last Day to Submit Questions**

December 17, 2014

## **Acknowledge of Addenda (RFP-2, Attachment 5)**

All Addenda shall become a part of the requirements of this RFP

## **Three Competition Pools (RFP-3)**

Queens, Brooklyn, and-or Staten Island

May propose on one or more boroughs

Must submit separate and complete proposals for each competition pool

## **Consultant Relationships (RFP-5)**

Joint ventures and prime consultant-subconsultant relationships are acceptable

“In association with” relationship is not acceptable

## **Contract Term (RFP-5)**

Notice to Proceed to final completion

Timeframe for completion of construction and required services is 1,825 consecutive calendar days - 5 years

## **Eight Pre-Qualified Lists (RFP-15)**

CMs are required to procure all construction contracts from one of eight Pre-Qualified Lists of contractors provided by HRO and DDC. These contracts shall be held by the awarded CM firm.

## **One to Four Unit Residential Structures \$300,000 or more**

General construction

Electrical rehabilitation

Plumbing rehabilitation

Mechanical rehabilitation

## **One to Four Unit Residential Structures less than \$300,000**

General construction

Electrical rehabilitation

Plumbing rehabilitation

Mechanical rehabilitation

## Proposal Package Contents (Checklist, RFP-25)

Four separate packages will be required for submission of each competition pool:

- Technical Proposal (1 original and 5 copies)
- Fee Proposal (1 original for each competition pool).....Attachment 3
- SCHEDULE B: M/WBE Utilization Plan (1 original for each competition pool).....Attachment 7
- Doing Business Data Form (1 original).....Attachment 8

## Labeling of the Packages (RFP-25)

- The Borough to be proposed
- The name of the Package
- The proposer's name and address, the Project Name and PIN # of this RFP and the name and telephone number of the Proposer's Contact Person.
- The name, title and address of the Authorized Agency Contact Person.

## Evaluation Criteria (RFP-26)

Experience of firm and key personnel - 30%

Technical approach - 40%

Organizational capability - 30%

## Basis of Award (RFP-26)

Shortlist based on a natural break in scores

Price per Technical Point

## **Supplies and Service Employment Report (RFP-26)**

<http://www.nyc.gov/html/ddc/html/otherfrm.html>

## **Vendex (RFP-27, Attachment 6)**

Upon selection, each successful proposer will be required to submit proof of filing of the appropriate VENDEX Questionnaires.

Visit [www.nyc.gov/vendex](http://www.nyc.gov/vendex) to download the new VENDEX Questionnaires

## **General Information to Proposers (RFP-28, Section IV)**

Proposers are advised to read the entire section.

## **Subcontractor Reporting (Attachment 9)**

As of March 2013 the City has implemented a new web based subcontractor reporting system through the City's Payee Information Portal (PIP), available at [www.nyc.gov/pip](http://www.nyc.gov/pip).

## Local Law 1

Applicable for the RFP

## MWBE Utilization Plan

Required for submission

MWBE goal: **30%**

## Meeting MWBE Goals

Use MWBE sub-consultants and sub-contractors

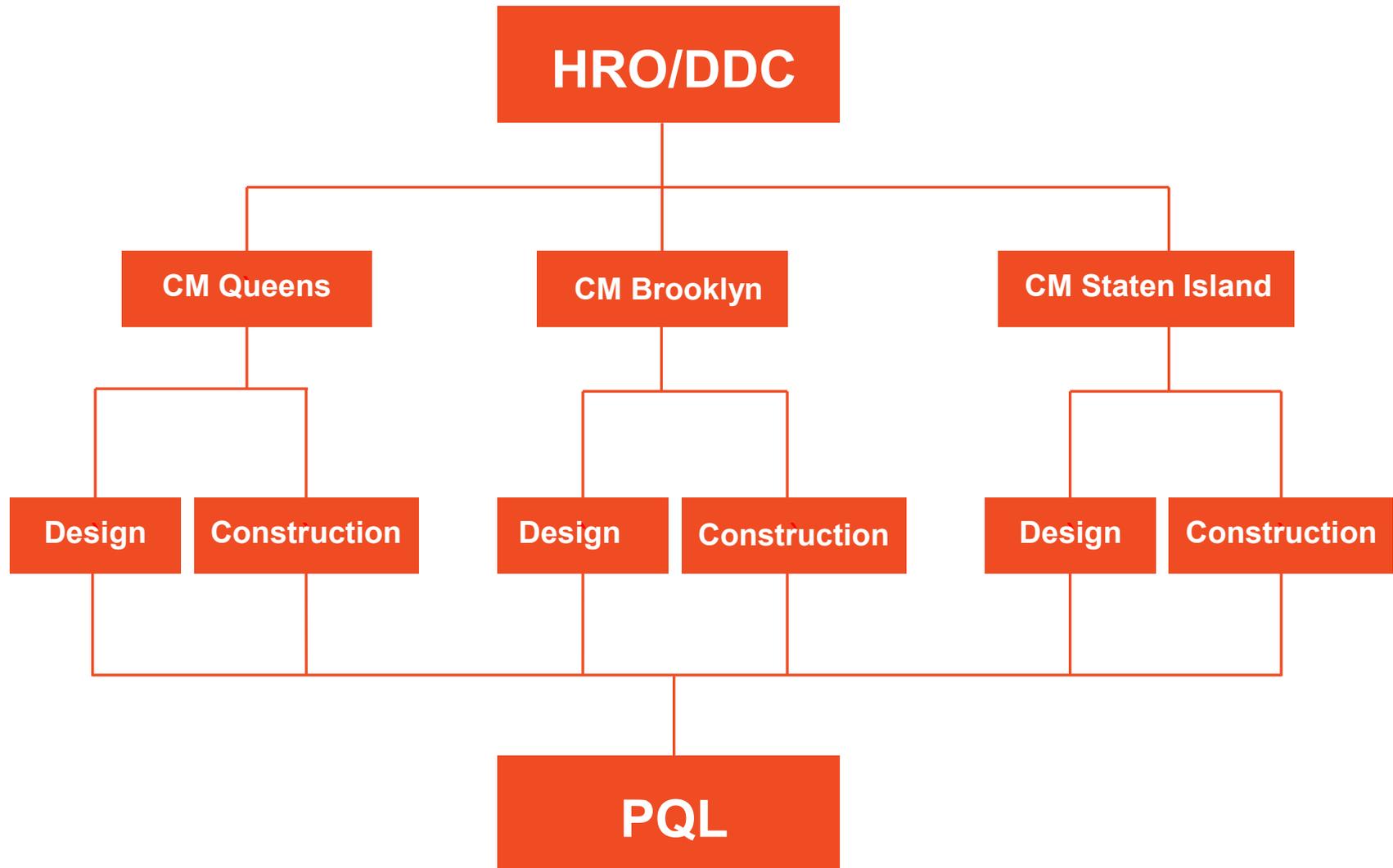
Joint venture with an MWBE firm

Participation by a firm already a certified MWBE

## Key Personnel

To ensure goals are adhered to, an MWBE Compliance Officer has been included in the list of key personnel who will manage and monitor compliance with MWBE goals.

Find MWBE firms at [www.nyc.gov/buycertified](http://www.nyc.gov/buycertified).



## Task A Construction Management

- Develop implementation plan
- Establish project office
- Program Reporting
- Database administration
- Adhere to Sandy funding compliance
- Homeowner services

## Task B Scope and Design

- Scope
- Preliminary design
- Final design
- Bid prep

## Task C Construction

- Procurement
- Management, coordination, and closeout

## Task D Emergency Work

- Round-the-clock response team led by DDC-HRO

# Sample Project Technical Approach

## Bundle of 1,450 homes (locations vary)

### Rehabilitation – 1,000

Structural repairs  
Relocation of boiler and electrical panels  
Interior finishes

### Elevation - 400 substantially damaged homes

Floors to be elevated to the new floodplain levels  
200 fully attached interspersed with homes that will not be elevated  
150 are semi-attached  
50 are detached 1 to 4 unit single family homes, unmapped, non-conforming to zoning, no C/O, non-compliant to code

### Reconstruction - 50 detached homes

Existing structures to be demolished and rebuilt to the new floodplain elevations  
20% of these currently operate with a standalone septic system and are not connected to the city sewer system

### Requirements

Partnering with NYC DOB, NYSDEC, NYC City Planning, NYC BSA, etc.  
Community Engagement  
Data tracking monitored by HRO-DDC,  
Design services  
Construction procurement  
Construction management.

## NYC Build It Back Staten Island

Build It Back Pathway 8-6-14

### Pathway Offered

- Reconstruction
- Major Rehab
- Moderate Rehab
- Reimbursement

### Flood Zone (PFIRM)

- AE
- AO
- VE

### NYSDEC Freshwater Wetlands

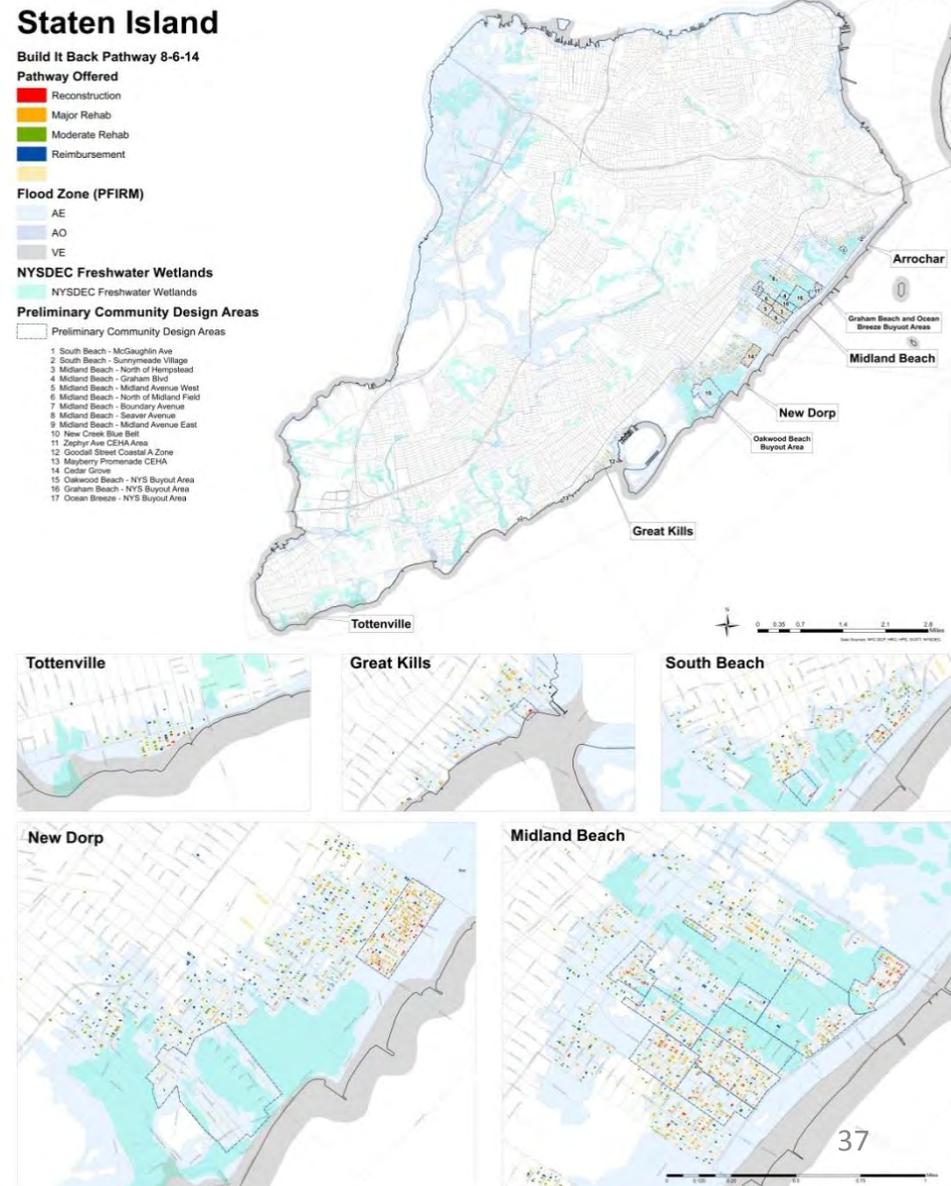
- NYSDEC Freshwater Wetlands

### Preliminary Community Design Areas

- Preliminary Community Design Areas

- 1 South Beach - McLaughlin Ave
- 2 South Beach - Sunnyside Village
- 3 Midland Beach - North of Hempstead
- 4 Midland Beach - Graham Blvd
- 5 Midland Beach - Midland Avenue West
- 6 Midland Beach - North of Midland Field
- 7 Midland Beach - Boundary Avenue
- 8 Midland Beach - Seaver Avenue
- 9 Midland Beach - Midland Avenue East
- 10 New Creek Blue Bell
- 11 Zephyr Ave CEHA Area
- 12 Goodell Street Coastal A Zone
- 13 Mayberry Promenade CEHA
- 14 Cedar Grove
- 15 Oakwood Beach - NYS Buyout Area
- 16 Graham Beach - NYS Buyout Area
- 17 Ocean Breeze - NYS Buyout Area

DRAFT - INTERNAL USE ONLY  
August 14, 2014



Program Executive

Project Executive

Project Manager

Lead Design Manager

Project Controls Manager

**Sandy Hiring Plan Implementation  
Manager**

**MWBE Compliance Officer**

# Fee Structure for Services

## Task A: Construction Management Related Services

Base Fee for Professional Staffing	Monthly Lump Sum
Project Office Mobilization & Demobilization	Lump Sum
Project Office Operation for 60 months	Lump Sum
Fee For Profit – groups of 20 homes	Unit Price-20 homes

## Task B: Scoping and Design Related Services

Scoping and Design Rehabilitation – est. 1,200 homes	Unit Price-home
Scoping and Design Elevation – est. 950 homes	Unit Price-home
Scoping and Design Reconstruction – est. 30 homes	Unit Price-home
As Needed A&E Services – est. 500 homes	Time and Material

## Task C: Construction Management Related Services

Task C: Construction	In Base Fee
Task D: Emergency Work	Negotiated Change Order

## Project Schedules

Phase	Type of Construction	Contract Schedule	Accelerated Schedule	Defined Start of Phase	Defined Completion of Phase
Scoping and Design	Rehabilitation	28 days	21 days	Work Order from DDC	Completed
Construction	Rehabilitation	56 days	28 days	Signed Grant Agreement	Final Inspection
Scoping and Design	Elevation (No BSA or DEC approval)	84 days	56 days	Work Order from DDC	Completed
Construction	Elevation (No BSA or DEC approval)	140 days	84 days	Signed Grant Agreement	Final Inspection
Scoping and Design	Elevation (BSA and/or DEC approval)	168 days	140 days	Work Order from DDC	Completed
Construction	Elevation (BSA and/or DEC approval)	140 days	84 days	Signed Grant Agreement	Final Inspection
Scoping and Design	Reconstruction (No BSA or DEC approval)	140 days	84 days	Work Order from DDC	Completed
Construction	Reconstruction (No BSA or DEC approval)	252 days	168 days	Signed Grant Agreement	Final Inspection
Scoping and Design	Reconstruction (BSA and/or DEC approval)	224 days	168 days	Work Order from DDC	Completed
Construction	Reconstruction (BSA and/or DEC approval)	252 days	168 days	Signed Grant Agreement	Final Inspection

# Payment Schedule Milestones

**Construction Management for Profit**  
20 homes/pathway

**25%** Upon Issuance  
**50%** Construction Start  
**25%** Closeout and Handover

**Scoping and Design**

**10%** Scoping and Estimate  
**30%** Preliminary Design  
**50%** Final Design and Bid Documents  
**10%** Construction Completion

**Construction**

**10%** Execution of Contract  
**50%** 50% Completion  
**40%** Substantial Completion

## **Accelerated Schedule**

\$500 / home / per day

## **Liquidated Damages**

\$500 / day / when not meeting contract schedule

## **Maximum Bonus**

\$10,500 / home

# Department of Buildings – Flood Zone Compliance

2014 Construction Codes – Effective December 31, 2014

[http://www.nyc.gov/html/dob/downloads/pdf/2014\\_codes\\_effective\\_date\\_change.pdf](http://www.nyc.gov/html/dob/downloads/pdf/2014_codes_effective_date_change.pdf)

2014 Construction Codes Text

[http://www.nyc.gov/html/dob/html/codes\\_and\\_reference\\_materials/2014\\_construction\\_code.shtml](http://www.nyc.gov/html/dob/html/codes_and_reference_materials/2014_construction_code.shtml)

2014 NYC Energy Code text – Effective January 1, 2015

[http://www.nyc.gov/html/dob/html/codes\\_and\\_reference\\_materials/nycecc\\_main.shtml](http://www.nyc.gov/html/dob/html/codes_and_reference_materials/nycecc_main.shtml)

Rebuilding After Sandy

[http://www.nyc.gov/html/dob/html/rebuilding\\_after\\_sandy/storm\\_update.shtml](http://www.nyc.gov/html/dob/html/rebuilding_after_sandy/storm_update.shtml)

Guide to Rebuilding After Hurricane Sandy

[http://www.nyc.gov/html/dob/downloads/pdf/rebuilding\\_after\\_hurricane\\_sandy.pdf](http://www.nyc.gov/html/dob/downloads/pdf/rebuilding_after_hurricane_sandy.pdf)

Buildings Bulletins

[http://www.nyc.gov/html/dob/html/codes\\_and\\_reference\\_materials/buildings\\_bulletin.shtml](http://www.nyc.gov/html/dob/html/codes_and_reference_materials/buildings_bulletin.shtml)

Raising and Moving of Buildings

[http://www.nyc.gov/html/dob/downloads/bldgs\\_bulletins/bb\\_2013-013.pdf](http://www.nyc.gov/html/dob/downloads/bldgs_bulletins/bb_2013-013.pdf)

Use of Helical Piles under the 2014 Construction Codes

[http://www.nyc.gov/html/dob/downloads/bldgs\\_bulletins/bb\\_2014-020.pdf](http://www.nyc.gov/html/dob/downloads/bldgs_bulletins/bb_2014-020.pdf)

# Department of Buildings – Flood Zone Compliance

NYS DEC permitting requirements

[http://www.nyc.gov/html/dob/downloads/bldgs\\_bulletins/bb\\_2009-012.pdf](http://www.nyc.gov/html/dob/downloads/bldgs_bulletins/bb_2009-012.pdf)

Filing through the NYC DOB Development Hub

[http://www.nyc.gov/html/dob/html/development/the\\_hub\\_main.shtml](http://www.nyc.gov/html/dob/html/development/the_hub_main.shtml)

NYC Department of City Planning

Flood Resilience Zoning Text

[http://www.nyc.gov/html/dcp/html/flood\\_resiliency/index.shtml](http://www.nyc.gov/html/dcp/html/flood_resiliency/index.shtml)

Text of Zoning Text Amendment

[http://www.nyc.gov/html/dcp/pdf/flood\\_resiliency/final\\_text.pdf](http://www.nyc.gov/html/dcp/pdf/flood_resiliency/final_text.pdf)

New York State Legislation

NYS General City Law: “Authorizes the reinstatement of prior approved work permits and waives certain requirements of general city law for homes devastated by Hurricane Sandy in the city of New York.”

[http://assembly.state.ny.us/leg/?default\\_fld=&bn=A.4835&term=2013&Summary=Y&Text=Y](http://assembly.state.ny.us/leg/?default_fld=&bn=A.4835&term=2013&Summary=Y&Text=Y)

NYS General City Law: “Extends certain prior approved work permits relating to Hurricane Sandy”

[http://assembly.state.ny.us/leg/?default\\_fld=&bn=S07270&term=2013&Summary=Y&Actions=Y&Text=Y](http://assembly.state.ny.us/leg/?default_fld=&bn=S07270&term=2013&Summary=Y&Actions=Y&Text=Y)

# Question and Answers

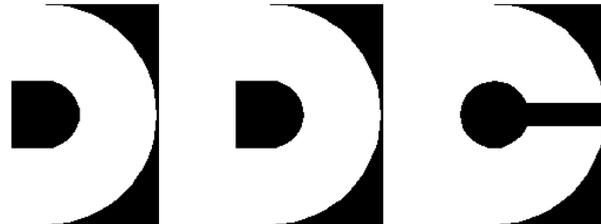
Attendance sheet, minutes, questions and answers, and this presentation will be posted on DDC's website after the pre-proposal conference.



**Bill de Blasio**  
Mayor



**Amy Peterson**  
Director



**NEW YORK CITY DEPARTMENT OF  
DESIGN + CONSTRUCTION**

Dr. Feniosky Peña-Mora, Commissioner



1. Is the City open to extending the bid due date?

***The due date has been extended to Friday, January 23, 2015 by this addendum. The addendum will also be sent to all proposers that have downloaded the documents from DDC's website.***

2. We received an automated DDC email about the RFP being updated on 12.16.14, but could not identify what was updated. Can you specify?

***The title of the RFP was revised to "CDBG-DR Funded, SANDHRO, CM/Design/Build for Hurricane Sandy-Affected Residential Community Recovery, Boroughs of Queens, Brooklyn and Staten Island" to indicate the funding source of this contract. No change was made in the body of the RFP on December 16, 2014. Anyone who registers and downloads the RFP from our website will receive an automated email whenever an update has occurred. Our system names the email "addendum".***

3. Will W/MBE certified companies be on the eight prequalified lists?

***DDC anticipates that there will be certified firms on any or all of the 8 PQLs. Firms on the PQLs will be required to identify their MWBE certification status. This information will be provided to all CMs.***

4. Will second tier subcontractors count towards our participation goals? Is the M/WBE requirement expected to be applied in full to the CM contract?

***The 30 percent MWBE participation goal is changed to 25%. Please see the revised Schedule B included with this addendum. The 25 percent MWBE goals will apply to the entire value of the contract in order to give the CM the most flexibility to meet the goals. The goals may be met as follows:***

- ***CM subconsultants performing CM work***
- ***PQL contractors (all 8) and subcontractors to the PQL contractors***
- ***Design subconsultants, and any specialty design sub-consultants***
- ***Professional, construction and standard services work performed by the above contractors/subcontractors/sub-consultants may be used to meet the M/WBE goals.***

5. Reference Article 1. (MBE/ WBE Program) part A item 5, Please confirm if this contract is a public works contract or if the contract is subject to a project labor agreement in accordance with labor law 222 and the bidder is required at the time of bid submission to identify its intended subcontractors for the Wicks trades.

***Labor Law 222 applies to the construction work under this contract where the estimated value of the work for individual homes or groups of homes is over \$300,000, because the***

***BCTC Outer Borough PLA will apply. The contractors pre-qualified on the over \$300,000 PQL lists will be required to enter into the PLA. Pursuant to Exhibit F of the PQL Request for Qualifications, the bidders will be required to sign an acknowledgement that they have read and must comply with the Sandy Recovery Hiring Plan requirements, one of which includes the requirement to enter into the PLA at the time a project is awarded to them. The CM will be required to manage the compliance of these PQL contractors during construction.***

***The requirement to bid out separate contract packages to the general contractor and trade contractors (commonly known as the Wicks Law) does not apply to the construction contracts procured by the CM. However, the CM may elect to bid out individual contracts to the trade contracts on the PQL when they deem appropriate in order to complete the work expeditiously. In the event that separate contract packages are not bid out (in other words, a project is only bid to one PQL list), the bidders will be required to identify trade subcontractors at the time of the bid submission.***

6. Please advise if the CM, also identified in the Contract Document as “Contractor”, is subject to the BCTC Outer Borough Residential PLA as per the provisions in Exhibit H. (Appendix 1 – Contract Document Exhibit H: Sandy Recovery Hiring Plan).

***For all construction contracts greater than \$300,000 procured through the PQL lists, the contractors are subject to the BCTC Outer Borough Residential PLA. The CM is not required to be a signatory of the BCTC Outer Borough Residential PLA but is required to enforce the compliance of the PLA for all PQL contractors with contracts greater than \$300,000.***

7. I believe that this project is Federally funded which makes DBE certified firms eligible to participate. However the RFP calls for Law-1 minority utilization which excludes Asian Minority firms in professional services for the credit. Please clarify this issue.

***The Build It Back program is funded through the Federal Community Development Block Grant Disaster Relief Program from HUD and as such is not subject to DBE goals; therefore, Local Law 1 applies and only city certified M/WBE firms will count towards achieving the goals.***

8. Since the construction component is an integral part of this CM/Design/Build project, why does the RFP exclude Asians Americans, as they are considered as MWBE’s for Construction Contracts?

***Please see revised Schedule B included with this addendum. Local Law 1 does not include goals for Asian Americans in the category of professional services. However, Local law 1 does contain goals for Asian Americans in construction and standard services. Therefore, Asian American construction firms may be used towards meeting the M/WBE goals.***

9. Our company is in the process of collecting documentation for the M/WBE status with the

City of New York and we anticipate having all the necessary documentation within the next few months, however we do not have this status at this time. Is it possible to submit a proposal for the project listed above for your consideration even though we do not have the official M/WBE status as of yet.

***By all means, please submit your proposal as MWBE certification is not a prerequisite to submit a proposal. If awarded and your company later obtains certification, please inform DDC.***

10. No program in City history has had a residential home program of this size. Does the City believe that there is a reasonable degree of certainty that there are enough M/WBE bidders with bonding capacity to achieve the 30% goal?

***Please see revised the revised Schedule B included with this addendum. Based on currently available certified firms we do believe there are sufficient firms to undertake work at the newly-established level of 25%.***

11. Reference – Guidelines for Bidders –Article 26 B bid security as required by the CM, specifies that a 100 % P& P bond must be provided in amount and type specified in attachment 1, however attachment 1 is silent on this issue. Please confirm that article 10.2.3 (d) prevails in lieu thereof.

***Construction contractors are required to provide performance and payment bonds of at least 100% of the construction contract value, pursuant to article 10.2.3(d) of the contract. Please note, bid bonds, or another form of bid security, will also be required. See revised contract.***

***The Guidelines for Bidders will be revised and provided to the CMs to be included in bid packages for the construction work. The RFP, CM contract, Guidelines for Bidders and any other required documents that apply to the construction contractors will also be posted on DDC's website, and the PQL contractors will be made aware that the documents will become part of their contract(s) with the CM.***

12. Will the City consider modifications to the contract around certain key terms – e.g. consequential damages, LD's, and Indemnities? Is the City open to alternative approaches to deliver the program?

***Addendum No. 2 will be issued with a revised Article 71***

13. Who is obligated to carry the insurance for damage to 3rd party property as a result of the scope of work undertaken by the GC's? Please advise what minimum limits of insurance (General Liability, Excess Liability and Professional Liability) will be required from contractors and/or architects in order for them to become pre-qualified by HRO/DDC.

**All insurance is as described in Article 9.39(c) (design consultant), Article 10.2.3(e) (construction contractors/subcontractors) and Article 23 of the contract.**

14. Please provide “NYC Build it Back Minimum Standards”. (Exhibit I)

**Please see Exhibit I which is included with this addendum.**

15. Section 71 of the form contract provides for the potential imposition of liquidated damages in the amount of \$500 per day per work order. Given the number of work orders that may be issued and the complexity of the program, this amount could be substantial. Will DDC consider eliminating this provision or significantly reducing the per day amount given the nature of this program?

**Addendum No. 2 will be issued with a revised Article 71.**

16. Is there a bonding requirement? What is the amount?

**Construction Contractors are required to provide bid bonds as well as performance and payment bonds in the amount of at least 100% of the subcontract price. Please see revised contract.**

17. Is there a bonding requirement for subcontractors providing construction management support services?

**Subconsultants providing professional CM services and design services have no bonding requirement but need to provide the insurance requirements referred to in the Contract.**

18. Page RFP-8: Is the PQL list only for subcontractors? or do companies wishing to be subconsultants to the CM need to be on this PQL list also?

**The PQL is a list of construction contracting firms qualified in one of eight categories. This does not include subconsultants providing any type of professional services to the CM.**

19. Please identify the list of PQL contractors approved by HRO/DDC and identify which boroughs each PQL contractor is approved to work.

**The lists will be made available as construction contractors are approved. Potential proposers are encouraged to advise contractors that they know to be qualified for the work involved in this program to apply to be on the PQL. The PQL is not borough specific.**

20. What firms are in the PQL for each borough? If not now known, when will they be available?

**See answers to question 18, 19 and 21.**

21. Are there provisions to add or delete firms from the PQL over the duration of the program? Can the CM request use of alternative construction contractors? Is there an opportunity to include sub-contractors not on the DDC pre-approved list?

***The PQL lists will be set up and maintained pursuant to the PPB rules. They will remain open and contractors can apply to be added to the list throughout the duration of the project. The PQL lists are not yet available. The PQL lists will be made available as firms are approved. DDC will maintain lists during the course of the contract term. All construction contractors must be approved for one or more of the PQL lists. CMs should encourage qualified construction contractors and subcontractors to apply to the PQLs as soon as possible.***

22. Schedule submission – are we to submit two schedules? One for the sample project and one for a completed project showing the projected vs actual completion schedule?

***No. Statement on RFP-22 Section 1.B Technical Approach will be revised as: Submit a Project Schedule for the Sample Project as outlined on page RFP-24.***

23. Are there any requirements for digital copies?

***Digital copies will not be accepted by the Agency. Please refer to Section IV for details.***

24. Will each residential contract be required to include separate General Construction, Electrical, Plumbing & Mechanical contracts?

***No.***

25. How many projects must be ready to bid in order to bundle together?

***There is no established limit. The amount of projects to bundle will be a determination made by the CM (subject to review/approval by HRO/DDC) so as to best expeditiously deliver a high volume of completed projects.***

26. Will Section 3 requirements be a part of this contract and what will be the required participation %?

***Yes, Section 3 applies. See Appendix 1, Exhibit H, Sandy Recovery Hiring Plan. Section 3 of the HUD Act of 1968, which requires, to the greatest extent feasible, economic opportunities for 30 percent of new hires be given to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing; see Appendix 1.***

27. On prime/subcontractor teams, is it permissible for a sub-consultant to offer/be included as a subcontractor on multiple teams?

***Yes, however organization capacity will be considered during the evaluation process.***

28. Page RFP-7 states that invoicing will be done by hourly rate by names and title which conflicts with the monthly fee for CM services. Please clarify.

***Appendix 3 will be revised. Hourly rates will only apply to As Needed Architectural, Engineering and CM Services, as listed in Revised Fee Proposal Form(s) 3A, 3B, and 3C***

29. Will prevailing wages be enforced on this contract?

***Prevailing wages do not apply. For all construction contracts greater than \$300,000 procured through the PQL lists, the contractors are subject to the BCTC Outer Borough Residential PLA.***

30. Can the same design consultants, contractors & subcontractors be used in more than one borough?

***Yes.***

31. The RFP at page 34 states the following: "The extended prices for the unit price items are to be paid for the actual quantities of the completed work and must cover the cost of the entire staff and administrative costs, labor, material, tools, plant and appliances of every description necessary to complete the entire work. "Please confirm that the intent is that the extended price to be paid to the Contractor during the Project is calculated by using the actual quantities times the Contractor's provided unit price (rather than that the Contractor is paid the identified extended price in its proposal, regardless of the actual quantities the Contractor encounters during the Project).

***This is correct; the Contractor will be paid based upon the actual quantities by using the accepted unit price rate.***

32. Is this a Union project?, If not are prevailing wages in effect, if so please provide wage rates

***See question 29, above.***

33. Does this project require the submission of certified payroll?

***Yes.***

34. When the GC's bid the scope of work, can we assume there will be schedule of rates for items that will vary when the work is underway (e.g. drywall patching, etc.).

***The CM should prepare bid documents based on the scope of work and in compliance with Section III of the RFP and contract. If the CM deems it appropriate to have bidders bid on***

***unit price items in certain instances, they can do so as long as the vendor is selected based on the lowest responsive and responsible bidder.***

35. When the scope is defined for each house, how will changes to that scope be managed given final quantities are likely to change?

***The CM must seek HRO/DDC approval for all change orders.***

36. If the scope of work to be managed (i.e. once final GC pricing and sign offs occur) gives rise to increased staff needs on the part of the CM, how is the CM compensated?

***The CM's staff to manage the construction program for each Borough is to be included in the CM's Base Fee per Attachment 3A, 3B and 3C Fee Form.***

37. If the GC's bid the work and schedule time-frames are different than expected, how is the CM compensated?

***The CM is responsible for managing the time-frames for all activities, including the GC's schedule, as the GC is first tier sub to the CM.***

38. How will contingencies be handled?

***There are no contingencies in this contract.***

39. Please confirm that the LD risk sits with GC's, and any LD's recovered are passed back to the Client – the CM has no liability for the \$500/day.

***There will be a schedule of incentives and disincentives which will be applied per Work Order to the CM. How the CM administers the incentives and disincentives is up to the CM. The CM may pass some or all of the benefits and risks to the GCs but may not add additional incentives or disincentives to the construction contractors above the limits set in this contract.***

40. P21 of RFP states "overall staffing requirements.... have been established by the Commissioner".....what does that mean?

***Please See the Revised Attachment 4 Staffing Requirements which is included with the addendum.***

41. The RFP indicates that proposers may propose on one or more boroughs with a contract term of 1825 consecutive days (5yrs) for all boroughs. In view of the forgoing can you please provide at this time the contract term for each borough?

***The term for each contract will be five years.***

42. Reference Task A.2 – RFP 9 last bullet – Can you clarify what is meant by “including your own contractors program “?

***This is a separate HRO program which is currently ongoing and called “Choose Your Own Contractor” program which is being managed by HRO***

43. Reference – Guidelines for bidders article 27 failure to execute a contract – Please advise the amount and form of the required security.

**Bid Bonds will be required for construction contractors. Please see revised contract for details.**

44. Section 10.3 states that each Subcontract shall have a \$500/day liquidated damages provision and states in Section 10.3.1 that any liquidated damages amounts allocated under this provision shall be paid by the Contractor to the City. Please confirm that the Contractor’s payment of these liquidated damages received from the Subcontractor satisfies the Contractor’s obligation under Article 71 to pay the City \$500/day of liquidated damages for delay. Worded differently, please confirm that the total liquidated damages under the contract for delay are \$500/day rather than \$1,000 per day. In addition, please confirm that the Contractor is not prohibited from allocating additional delay damages against a Subcontractor, such as the costs of other Subcontractors who were delayed by the delaying Subcontractor and/or the additional costs incurred by the Contractor due to the delaying Subcontractor.

***Article 10.3 has been deleted. Addendum No. 2 will be issued with a revised Article 71.***

45. Article 71 states the following: “Liquidated damages received hereunder are not intended to be nor shall they be treated as either a partial or full waiver or discharge of the City's right to indemnification, or the Contractor's obligation to indemnify the City, or to any other remedy provided for in this Contract or by Law.” Please confirm that payment of liquidated damages constitutes full payment of the City’s delay damages and therefore the City is barred from recovery of delay damages, if any, which are in excess of the stipulated liquidated damages amount – including for claims which arise under or are asserted via an indemnity clause, e.g. Section 15.4.

***Addendum No. 2 will be issued with a revised Article 71.***

46. The list of key personnel specifies the identification of the Lead Design Manager and the Design Project Manager, but there are no equivalent titles in the minimum qualification requirements per title lists. What are the minimum requirements for the Lead Design Manager and the Design Project Manager?

***Please See the Revised Attachment 4 Staffing Requirements which is included with the addendum.***

47. Exhibit B -Staff Requirements: this exhibit states that all Project Managers & Assistant Project Managers to the CM must have one of the three following credentials: RA, PE, or CCM. Please confirm if there is any condition in which this requirement is waived ,for instance; a Project Manager with additional years of experience (say 30 years as an example-exhibit requires 10 years + license) or an Assistant Project Manager with 10 years' experience (exhibit requires 7 years+ license) may also be considered acceptable candidates.

***Please See the Revised Attachment 4 Staffing Requirements which is included with the addendum.***

48. Sample Contract, pg 55, article 69 - LIMITED DEFENSE & INDEMNIFICATION: a portion of this article reads "rehab of privately owned dwellings is not "public work". Contractor is not required to pay prevailing wages for the work unless there is a final judicial determination that Labor Law 20 applies. Question: is there presently an open court case on labor wages which may affect pricing on this project?

***There is no open court case.***

49. What are the prequalification requirements that are necessary for a contractor to be placed on the pre-qualified list – i.e. bonding capacity, annual revenue, extent of prior residential experience?

***The prequalification requirements will be posted on DDC's website.***

50. Where in the case management process does the CM get involved? Will we be responsible for helping collect information and contacting homeowners before they have chosen their path?

***See RFP Task A.7 Homeowner Services***

***The CM will require direct interactions with homeowners, during scoping and design, and during construction, close out, and one year warranty period. The CM will receive customer service referrals from the HRO Customer Call Center and the Build it Back Centers. The CM will work closely with HRO/DDC to ensure the highest quality of customer service to homeowners. Proposers should include in the proposal a plan for assisting in the management of homeowner relations throughout the project, potentially including leveraging community based organizations or other organizations familiar with housing, relocation services, disaster recovery, and the local community.***

***The CM will work with HRO/DDC, and the local community, and engage potential homeowners as necessary in learning more about the pathways and process, and encourage homeowners to finalize their pathway decisions. Where homeowners' pathway decisions are linked with other homeowners, such as homeowners of attached homes or row houses, the CM may work with a group of homeowners to discuss potential design***

**options and pathways for the entire group. The CM needs to include a full-time Community Liaison position for this scope of work within their CM Base Fee.**

51. What percentages of eligible homeowners have completed the case management process?

**Approximately 40% of homeowners have completed the case management process to date.**

52. Have Damage Assessment Reports & Tier 23 Environmental Review and Feasibility Studies been completed for all homes in the respective pathways? Is this information available for review? (Exhibit L)

**These reports are in various stages of completion and will be provided to the CM's from HRO/DDC via Work Orders.**

53. Please confirm: The contents of the sample project provided on page RFP-23 are the basis from which design and construction management staffing plans are derived. The actual requirements of each of the three boroughs have no bearing on respondent's staffing plan.

**That is correct. The staffing plan from the Sample Project will not be the staffing plan of the three boroughs.**

54. Will each project have to acquire the Enterprise Green Communities Certification for New Construction, Moderate Rehab, and Substantial Rehab? (Appendix 1 – Contract Document / Exhibit K: 2012 Enterprise Green Communities and Checklist)

**The program requires compliance with the HUD's Green Retrofit Checklist for Non-substantially damaged buildings and Enterprise Green Communities for Substantially damaged buildings. Please see the Appendix I – Minimum Program Standards for more detail.**

55. Fee for Profit, please advise if estimates are available for the average home construction costs for Rehabilitations, Elevations and Reconstructions. This information is requested for the CM's use in calculating Fee for Profit. (RFP Attachment 3A, 3B & 3C as shown on pages RFP 35-43)

**The following are rough average costs, based upon prior work and are not the actual amounts for the work anticipated under this contract, since the scope of every home will vary:**

<b>Elevations:</b>	<b>\$250,000</b>
<b>Rehabilitation:</b>	<b>\$35,000</b>
<b>Reconstruction:</b>	<b>\$600,000</b>

56. Will the owner have final say in completion/acceptance for final payment or will an independent inspector be involved what is acceptable?

***An independent inspector will determine Final Completion of each project.***

57. In close out, will NYC provide us with a digital copy of the SharePoint for our records?

***The closeout requirements and document sharing policies and procedures will be finalized at the acceptance of the CM's Implementation Plan.***

58. Once the home bids are it turned in, will change orders be allowed to alter the price?

***Change orders will be considered on a case by case basis.***

59. Does the RFP Stipulate 3 contractors total, or, 3 contractors per competition pool with a total of 9 contractors? Is the intent that one contractor would carry the full volume of work per competition pool if the contact is awarded?

***It is intended that one CM firm will be assigned to each of the 3 Boroughs identified in the RFP; however the City reserves the right to assign the awardees to one or more borough(s) based on the proposer's capacity and the best interest of the City.***

60. The RFP alludes to the potential for urban/neighborhood design services for buildings of similar architectural merit; what is the conceivable extent of those services? Would it require a sub-consultant?

***The CM teams are required to include design sub-consultants on their team. HRO/DDC is looking for teams to develop innovative and holistic approaches to designing and constructing numerous homes in the same neighborhood in the same program where the design challenges are similar.***

61. Where are the "blocks of homes" and what are the "serious design and infrastructure constraints" that will impact achievement of "a more cohesive neighborhood scale" in each borough? What are the time and/or contact limits that can be placed on the community and homeowner collaboration process?

***This information was provided during the pre-submission conference and can be found in the presentation posted on the DDC's website and in this addendum. Proposers are encouraged to visit the identified neighborhoods to better understand the anticipated challenges with these cases. The timelines associated with specific pathways are identified on RFP-8 of the RFP.***

62. May each listed bullet item be separately unit-priced in the pricing forms? May additional bullet items be added to each subsection of the pricing forms?

***No.***

63. In order to share risk, can we establish a normalized set of conditions for unit-pricing, and then define a set of extreme conditions (+,-,%) that would trigger T&M invoicing and payment?

***T&M invoicing would be triggered when DDC/HRO confirms a home requires "As needed Architectural, Engineering and CM Services" which would be identified during the Work Order process. Additionally, DDC/HRO is adding the option to utilize T&M Invoicing for CM services when a home requires complexities during construction that cannot be anticipated at this time. See the Revised Fee Forms 3A, 3B & 3C attached to this addendum.***

64. Can additional milestone payments be incorporated in the construction process beyond the 3 that are scheduled?

***The construction payment milestones have been revised as follows and are integrated into the RFP and the contract. They are as follows:***

Revised Milestone Payments	Billed at Milestone (% of Construction Value)
Mobilization	10%
25%	10%
50%	25%
75%	25%
90% and Substantial Completion	10%
100% and Final Acceptance	20%

65. For all payment milestones, what are the acceptance criteria for invoice approval?

***Approval by DDC/HRO.***

66. For all payment milestones, what is the guaranteed time period for invoice approval/rejection and, subsequently, what is the guaranteed time period after invoice approval for payment of approved invoices? What are the enforcement mechanisms/penalties for exceeding time period allocations.

***It is anticipated that invoicing and approved payments for such would be occurring on a monthly basis.***

67. What are the liquidated damage provisions for contractors and what is the contractor bonus structure for early completion(s)?

***Addendum No. 2 will be issued with a revised Article 71***

68. When will the homes be assigned to the CM? Will they all be assigned in the first month or an

average # per month for the duration of the contract?

***HRO/DDC anticipates providing CM Work Orders with 20-100 homes/Work Order. HRO/DDC anticipates, but does not guarantee, providing the CM teams 600 homes at the start of the contract. Please refer to Task A.2 on RFP-10.***

69. To arrive at a monthly staffing cost, the CM would need to know how many houses would be in design and construction at the same time for the life of the project. Can this info be provided?

***The CM has been provided the number of homes and projects per borough (RFP-4) and the anticipated schedule for types of homes (RFP-8-9). The CM will need to use their experience and judgment to develop their staffing costs.***

70. If a final certificate of occupancy cannot be obtained due to previous home or lot conditions, does this mean that the CM does not receive the last 25% of its fee?

***This will be determined on a case by case basis.***

71. What is the definition of "close out of the project" in Task A, page RFP-6?

***Please refer to the definitions and terms for Final Acceptance in the amended contract***

72. Will the monthly fee for CM services mentioned in Task A on page RFP-6 be a monthly unit price as per paragraph or will it be a multiplier times actual direct labor rates?

***Monthly unit rate, identified as the Base Fee on the revised Fee Proposal Forms 3A, 3B & 3C included in this addendum.***

73. Who will manage and who will pay for controlled inspections?

***HRO***

74. For emergency work, will the CM be paid for their costs above and beyond their monthly fee?

***Yes.***

75. Page RFP-8 specifies contract schedules and accelerated schedules. Has the program been able to meet these schedules to date? What is the difference in these two schedules?

***Contract Schedules represent the accepted durations for the activities identified. Accelerated Schedules represent an early completion which will trigger early incentive completion bonuses.***

76. Do the schedules on page RFP-8 and 9 take into account bidding, DDC approvals of bids and permitting time?

***The Schedules on RFP-8 and 9 do not identify expectations for bidding. The schedules have been revised to include procurement durations and are included in the revised RFP. Please refer to Page 70 of the Contract, Task C.2 Services during the Construction Phase, which identifies the Anticipated Time Frames from homeowner's final design sign-off and commencement of construction for projects in each pathway.***

77. The schedules on pages RFP-8 and 9 mention the end of the phase as final inspection. What is the definition of this term? Does this mean substantial completion or final issuance of C of O?

***Please refer to the definitions and terms for Final Acceptance in the amended contract***

78. What if a home can't achieve a Certificate of Occupancy?  
***Please see response to question 70, above.***

79. What expectations can the CM have with respect to expedited permit processing from City and State regulatory agencies?

**DEC Coordination**

***Working with the New York State Department of Environmental Conservation (DEC) we have developed a Build it Back-specific "general permit" that covers construction activities in areas adjacent to wetlands that are within DEC's jurisdiction. This pertains to over 1,000 properties, both Rebuilds and Elevates. We are collaborating with DEC to develop sample application materials and expedited processes with a 15-day turnaround for properties that are within a wetland or within a coastal erosion hazard area (CEHA).***

**BSA Unmapped Streets/Bed of Mapped Streets /Narrow Lots**

***The Housing Recovery Office and HPD are working closely with the Board of Standards and Appeals to expedite and batch approvals for homes in the Build It Back program. This issue potentially affects a significant volume of reconstructions. We have organized interagency coordination with DOB/DCP/FDNY/Law Department and BSA.***

***Because fire safety is paramount, HPD is working with FDNY to incorporate all necessary fire safety features into building design, which includes changes in roof pitch, structure height, sprinkler systems, increased fire ratings of building materials, and linked fire alarm systems.***

***We also developed a streamlined application and batch filing and review process for narrow and shallow lots in the rebuild program. A combination of community outreach and simplified procedures has reduced application periods down to the legally mandated notification period and review procedures, which is less than three months.***

80. What level of homeowner services is expected in Task A.7, Homeowner Services?

***See Question 50. The CM is expected to work with the homeowner during the scoping and design and during construction. The case management will be the responsibility of HRO, however the CM will be required to coordinate and communicate directly with the homeowner related to the design and construction of the work. Should the homeowner not accept their pathway determination or not agree with the grant agreement that will be the responsibility of HRO to resolve.***

81. Can the City identify how many buildings have previous non-conforming issues? Wetland issues?

***HRO/DDC cannot at this time quantify the number of non-conforming issues.***

82. How will the City handle the change order process and what is a reasonable expectation that the CM should plan on to develop a schedule?

***Change orders will be processed pursuant to the City's standard rules for review and approval. However, DDC/HRO is working to develop a streamlined change order process in compliance with all New York City requirements that will expedite the processing of change orders for Build it Back.***

83. Will NYC DOB and other agencies holding permit processing roles expedite HRO BiB related approvals?

***HRO/DDC is partnering with NYC Department of Buildings to set aside dedicated resources assigned specifically for this program.***

84. Batching work by community or neighboring structures is preferred but would require significant coordination and cooperation by the applicants. Estimating the time required to facilitate such activities is difficult to determine. Can you provide further guidance on how this unknown cost can be quantified?

***HRO/DDC has provided as much information as is currently available.***

85. Some construction work may require the homeowner to vacate the premises. Are homeowners prepared to do this and is this a reimbursable cost directly to the owner? If the owner delays the work schedule how will the CM be compensated for these delays?

***HRO has programs in place to help the homeowner and these issues will be directed to HRO's case management team. Should a delay occur based upon this issue, it will be addressed on a case by case basis with HRO/DDC's review and approval.***

86. The RFP references many compliance requirements of which some can be interpreted with varying degrees of conservatism. Does the BiB program have a SOP which addresses a typical

or acceptable interpretation? Can it be provided to the bidders?

***There is no SOP which delineates a summary of the compliance requirements.***

87. What is the estimated time for HRO/DDC approvals noted in the scope? i.e. Pg RFP 12 "Preliminary Design", Pg RFP 14 Task B.2 Bundled homes approval, and can you give an estimated response time for any change orders during design or construction?

***HRO/DDC will have dedicated professionals assigned full-time to provide timely approvals. DDC/HRO will look for the CM to delineate the necessary approval timelines in their Implementation Plan. Given the substantial range of complexity which may exist with a change order, it is not possible to provide an estimated response time. Change orders will be evaluated on a case by case basis.***

88. Regarding page RFP-10, Task A.3 Project Office(s). Is there any specific requirement with respect to the location of the required Project Office(s)? Is it required that the office be located in the borough of the assigned work, and must it be in one of the Neighborhoods where projects are located? Is this subject to approval of HRO/DDC?

***Please refer to Exhibit D: Requirements for the Project Office for the specific requirements***

***The Project Office needs to be in close proximity of the neighborhoods where the projects are located.***

***The Project Office location is subject to the approval of HRO/DDC.***

Questions & Answers from the December 19, 2014 Pre-Proposal Conference:

89. The holistic approach for neighborhoods and how some of the construction issues are going to be dealt with. Is that somehow going to become part of this program or are you going to figure it out later?

***There is a lot of work going on with the Office of Recovery and Resiliency with the Office of Sustainability and DOT and DEP to think about the long term infrastructure issues related to these neighborhoods. In addition the Department of City Planning has been working with us on some of the specific neighborhoods that have been referenced today. Our hope is that we can come up with solutions for some of the neighborhoods that take this into account. We don't currently envision major infrastructure work to be part of this contract, but it can be done in partnership.***

90. What are you currently working on Building It Back Program with EDC? How does this project interface with that program?

***This program was launched in June 2013, and there have been both design contracts, construction contracts, and pre-construction contracts including damage assessments, appraisals, and help with the BSA process. There are specific contracts related to design and construction for the elevations and the repair projects, and then there are developers who are working with HPD to design and construct the rebuild homes. We do not intend to eliminate any of those contracts. Those contracts are all moving and continue to move forward. But it is clear that we need more capacity to get more work done. And so these contracts target the neighborhoods we talked about, and focus mostly on elevations, repair and attached homes in those specific neighborhoods.***

91. So basically the contracts work simultaneously with each other?

***Correct.***

92. Two questions. One with regard to the M/WBE 30 percent requirement. Is that per contract per subcontractors? Are they required to 30 percent? Is that the CM GC?

***The CM's goal is to achieve the MWBE percent requirement across the total value of the contract. For them to get to that value it will include trying to maximize the PQL contractors who may or may not be M/WBE firms, as well as their subcontractors. There is not a requirement so that each single construction contract be subject to the 25% M/WBE goal. We structured this to give as much flexibility as possible to the contracting and the CM community, recognizing that we're going to maximize it in as many ways as possible. But it is not every single construction contract. Please see the answer Question 4 above.***

93. Regarding the 20 percent hiring from the community, is that on jobs over \$350,000? Is that 20 percent of all? Is there a breakdown of journeymen, apprenticeships?

***We're encouraging 20 percent for all workers, regardless of contract level and type of work. There is no separate requirement for journeymen or apprentices.***

94. For the design portion for the price per home for the new home giving -- I think given we don't know the size or complexity of the individual homes, is there a way to get additional fee necessary if it becomes more complex outside of the design fee?

***We created the time and material on the portion of the design fee so that it would mitigate situations where you have complexities factors that can't be anticipated. So that's why we have that in the fee structure.***

95. Is it intended that this be a nonunion or union contract?

***Work that will be packaged in contracts under \$300,000 does not have an apprenticeship requirement and there is no requirement to be part of the Project Labor Agreement. The CMs have the flexibility of how they want to bid the work and the size of the packages. They can package large or small groups of homes together and utilize either the PQL for contracts above or below \$300,000. All the contracts above \$300,000 are subject to both the apprenticeship requirement and subject to the outer borough project labor agreement.***

96. I have a few questions. One, I'm working with Building It Back Program personally. I lost my house in the storm. Is there a conflict of interest that might be involved in this program? My second question is, while you have minority proportions for minority participation in these projects, being a Sandy survivor, how does that work and what are the metrics on that?

***There is a Conflict of Interest form that Build It Back applicants will need to file before they can work on a Build it Back contract, but they are not precluded from bidding or working on the project. We feel very strongly about having Sandy-impacted residents and firms be part of this work. So we encourage contractors, CMs that are proposing to think about design firms and other non-profit organizations that know these communities well to partner with them. The Sandy Recovery Hiring Plan encourages hiring Sandy impacted resident as 20 percent of workers across the projects.***

97. We've been told that there is a pre-construction meeting with the homeowners will be involved in the design team and the CMs. And we're wondering, is someone from HRO going to be part of that just sort to be like the, you know, arbiter or sort of the person to go to so that after construction is finished the homeowner can't go back and say that the CM, or the entity that did the construction didn't fulfill their obligations as according to the pre-construction design meeting?

***Our current process does not involve the Housing Recovery Office as part of that meeting. We are involved in the final agreement that is made. It is between the Housing Recovery Office and the homeowner. What we would like the CMs to do is propose how they best think we can work through this process and manage it moving forward. But the idea is that there will be a clear scope of work that will be agreed to through an agreement with the homeowners, such that the homeowner clearly knows what work is happening before construction starts.***

98. For the communities where they are attached to a home or are in close proximity, what financing solution is available?

***So the question had to do with earlier in the presentation which addressed neighborhoods where there are two attached homes, a lot of row houses or homes that are so close together that they might as well be attached in terms of the ability to move forward. There are constraints for Build It Back in terms of who can join the program,. There is an opportunity to do things when it is needed for creative design solution, especially when the homes are attached. But that's something we'll work together with the neighborhoods to discuss and also the community organizations in those neighborhoods.***

The CMs are required to procure all construction contracts from one of eight Pre-Qualified List(s) of the contractors provided and maintained by HRO/DDC. These contracts shall be held by the CM. The Pre-Qualified Lists (PQL) are detailed in Section III.1. Task B.2. Preparation of Construction Bid Documents. PQL will be established by DDC in accordance with New York City Procurement Policy Board (NYC PPB) Rules.

2. Joint Ventures and Other Consultant Relationships

Proposals may be submitted by Joint Ventures. Note that, there is no minimum requirement for the proportion of work by either of the two joint ventured parties. Joint ventures must carry the required insurance either as policies written specifically for the joint venture entity, or by using their existing single entity policies with endorsements written for the joint venture activity.

HRO/DDC does not recognize the corporate configuration wherein one company is "in association with" another. Relationships between two or more firms shall be either as joint venture or prime consultant/subconsultant. In the event that a proposal is received wherein two or more firms are described as being "in association with" each other, DDC will treat the relationship as one of prime consultant/subconsultant(s). The RFP evaluation will be handled accordingly, and if chosen as a winner, the contract documents will show only the prime firm on the signature page, and all other firms will be relegated to Exhibit A of the attached contract, which lists any subconsultants.

3. Contract Term

This Contract shall commence as of the date indicated in the Notice to Proceed Letter and shall remain in effect for 1,825 consecutive calendar days.

4. Insurance

All insurance is as described in Article 9.39(c) (design consultant), Article 10.2.3(e) (construction contractors/subcontractors) and Article 23 of the attached contract. The proposer is advised to carefully review such insurance requirements.

5. Payment Provisions

This is not a fixed price lump sum contract. No fee or Payments will be earned or paid for any period of time after Final Acceptance.

Payments will be made in a combination of milestone payment, fee for services payment, hourly rates, and incentive/disincentive payment.

The terms and conditions applicable to payment for all required services for the Project are set forth in Article 42 of the attached contract and in Article 26 and 28 as applicable. Such payment categories directly correspond to Tasks identified in the Scope of Work and are identified below:

- Task A Construction Management Services and Task C Construction Procurement Services:
  - Base Fee (Annual Cost of professional staffing): monthly payment according to one twelfth of the amount in the final negotiated Fee Proposal
  - Set Up of Project Office (mobilization and demobilization): lump sum payment of the amount in the final negotiated Fee Proposal
  - Operation of the Project Office: monthly payment according to one sixtieth of the lump sum total set forth in the fee
  - Fee for Profit in increments of 20 Homes per pathway: milestone payment. 25% of the Fee for Profit upon being issued a work order identifying a project; 50% of the Fee for Profit upon executing the contract with the PQL contractors to start construction; and 25% of the Fee for Profit upon Final Acceptance.
  
- Task B Scoping and Design Services:
  - Scoping and Design Services: milestone payment based on the Unit Price per Home for three different pathways set forth in the final negotiated Fee Proposal. 10% payable upon completion of Scoping and cost estimate; 30% payable upon completion of preliminary design; 50% payable upon completion of final design documents including bid document; and 10% for construction services payable upon Final Acceptance. CMs shall not invoice the City more than once a month.
  - Additional A&E Services: monthly payment based on the hourly rates set forth in the final negotiated Fee Proposal T & M services will be performed if and only if such services are directed by the Commissioner.
  
- Task C Construction Services:
  - The CM shall be paid the price of the award given to the construction contractor. Payments for Construction shall be invoiced in accordance with the chart below:

<b>Milestone Payment</b>	<b>Billed at Milestone (% of Construction Value)</b>
<b>Mobilization</b>	<b>10%</b>
<b>25%</b>	<b>10%</b>
<b>50%</b>	<b>25%</b>
<b>75%</b>	<b>25%</b>
<b>90% and Substantial Completion</b>	<b>10%</b>
<b>100% and Final Acceptance</b>	<b>20%</b>

- Task D Emergency Work
  - Should critical life safety issues arise, emergency work shall be treated as change orders under Article 26 and 28 of the attached contract. For units requiring emergency work where a project has already been bid and awarded, the PQL contractor shall be required to do the emergency work. For units requiring emergency work where a project has not been bid, the CM will be required to bid the work to at least three contractors off the appropriate PQL lists.

- **Bonus and Liquidated Damages**

In accordance with Article 71 of the attached contract, **disincentives** may be applied on a Work Order by Work Order basis at the sole discretion of HRO/DDC.

The CM will be required to submit invoices on a monthly basis with a breakdown by each Home identified by the Work Order number, application number and borough, block and lot number. These invoices will identify the names and titles of the CM and subconsultant personnel, hourly rate, and number of hours per pay period. Invoices for services will be accepted once every 30 days. See Appendix 3 for Sample Invoice.

Payments will be made to the CMs in accordance with the Prompt Payment provisions of the New York City Procurement Policy Board Rules.

### SECTION III. SCOPE OF WORK AND CONTRACT CONDITIONS

#### 1. Scope of Services

The scope of work for this contract includes construction management, scoping and design services, and construction for the rehabilitation, elevation, and reconstruction of detached, semi-attached and fully attached, one- to four-family Homes in three boroughs of New York City (Brooklyn, Queens, and Staten Island).

- **Construction Management.** The CM will be required to provide all services necessary and required for the quality, management, coordination, and administration of the work, including management of the M/WBE utilization plan, from commencement at the packaging of projects after the Homeowners’ engagement through substantial completion, final acceptance, project close-out, and Homeowners’ acceptance, including monitoring of the construction one year warranty period.
- **Scoping and Design Services:** The CM will be responsible for creating a comprehensive Scope of Work that falls within the parameters of the HRO provided feasibility study for each Home as per Exhibit L of the attached contract. Additional design work through architectural, engineering, and technical expertise shall, as necessary, be provided for complex design and infrastructure issues.
- **Construction:** The CM will be required to procure all construction contracts from a Pre-Qualified List of contractors (PQL) that will be provided and maintained by HRO/DDC. The CM must ensure that the approved scope of work is bid out and executed at the high level of quality standards and completed in a timely manner.
- **Post Construction:** The CM will be required to request a Final Inspection, resolve outstanding issues, receive a written determination of Final Acceptance, perform any necessary tasks to obtain a permanent Certificate of Occupancy as well as submit all documents and records including, but not limited to, warranty certificates, manuals, and drawings.

Based upon the Project Schedules below, HRO/DDC is looking for CM teams to find innovative and efficient ways to manage and complete large volumes of Homes through design and construction as quickly as possible.

Project Timeframes					
Phase	Type of Construction	Contract Schedule	Accelerated Schedule	Defined Start of Phase	Defined Completion of Phase
Scoping and Design	Rehabilitation	28 days	18 days	Work Order from DDC	DOB Approval
Construction Procurement	Rehabilitation	45 days	30 days	DOB Approval	CM Issued NTP
Construction	Rehabilitation	42 days	21 days	CM Issued NTP	Final Acceptance

Project Timeframes					
Phase	Type of Construction	Contract Schedule	Accelerated Schedule	Defined Start of Phase	Defined Completion of Phase
Scoping and Design	Elevation (No BSA approval or DEC approval for other than general permit)	84 days	56 days	Work Order from DDC	DOB Approval
Construction Procurement	Elevation (No BSA approval or DEC approval for other than general permit)	60 days	45 days	DOB Approval	CM Issued NTP
Construction	Elevation (No BSA approval or DEC approval for other than general permit)	140 days	70 days	CM Issued NTP	Final Acceptance
Scoping and Design	Elevation (BSA approval or DEC approval for other than general permit required)	168 days	140 days	Work Order from DDC	DOB Approval
Construction Procurement	Elevation (BSA approval or DEC approval for other than general permit required)	60 days	45 days	DOB Approval	CM Issued NTP
Construction	Elevation (BSA approval or DEC approval for other than general permit required)	140 days	70 days	CM Issued NTP	Final Acceptance
Scoping and Design	Reconstruction (No BSA approval or DEC approval for other than general permit)	112 days	84 days	Work Order from DDC	DOB Approval
Construction Procurement	Reconstruction (No BSA approval or DEC approval for other than general permit)	60 days	45 days	DOB Approval	CM Issued NTP
Construction	Reconstruction (No BSA approval or DEC approval for other than general permit)	224 days	140 days	CM Issued NTP	Final Acceptance
Scoping and Design	Reconstruction (BSA approval or DEC approval for other than general permit required)	196 days	168 days	Work Order from DDC	DOB Approval
Construction Procurement	Reconstruction (BSA approval or DEC approval for other than general permit required)	60 days	45 days	DOB Approval	CM Issued NTP
Construction	Reconstruction (BSA approval or DEC approval for other than general permit required)	224 days	140 days	CM Issued NTP	Final Acceptance

The services to be provided by the Construction Management firm(s) shall include without limitation the services set forth below:

**A. CONSTRUCTION MANAGEMENT:**

The CM shall provide Construction Management Services in accordance with Article 11 of the attached contract.

The technologies deployed in the Microsoft Azure cloud are as follows:

- Barracuda Web Application Firewall “WAF” firmware v7.9.0.19 - Application Firewall - [www.barracuda.com](http://www.barracuda.com)
- MS Windows 2008/2012 Server Active Directory - User Authentication
- MS SQL 2012 Server - Dynamics CRM and SharePoint DBs
- MS ADFS 2.0 Server - Federation services
- MS Dynamics CRM 2011 Server - CRM Server/Client
- MS SharePoint 2013 Server - Document management
- Scribe Insight 7.6.1.36092 - CRM automation and data integration - [www.scribsoft.com](http://www.scribsoft.com)
- MS System Center 2012 Operations Manager - Systems Monitoring
- MS System Center 2012 Configuration Manager - Patch management
- MS Team Foundation Server 2013 - Development / Versioning

The project controls manager from the CM will be required to assist and work with program and IT staff in the development of new interfaces including developing business requirements, job aids, and trainings.

#### **Task A.6 Compliance with Sandy Recovery Hiring Plan:**

CMs are encouraged to work with local Community Based Organizations, pre-apprenticeship and apprenticeship programs, and voluntary groups engaged in rebuilding efforts. The selected CM must provide one full-time staff dedicated to daily tracking compliance with the Sandy Recovery Hiring Plan, set forth in Exhibit H of the attached contract, to ensure the successful implementation of the Plan.

#### **Task A.7 Homeowner Services**

The CM will require direct interactions with Homeowners before assignment, during scoping and design, and during construction, close out, and one year warranty period. The CM will receive customer service referrals from the HRO Customer Call Center and the Build it Back Centers. The CM will work closely with HRO/DDC to ensure the highest quality of customer service to Homeowners. Proposers should include in the proposal a plan for assisting in the management of Homeowner relations throughout the project, potentially including leveraging community based organizations or other organizations familiar with housing, relocation services, disaster recovery, and the local community.

The CM will work with HRO/DDC, and the local community, and engage potential Homeowners as necessary in learning more about the pathways and process, and encourage Homeowners to finalize their pathway decisions. Where Homeowners' pathway decisions are linked with other Homeowners, such as Homeowners of attached Homes or row houses, the CM may work with a group of Homeowners to discuss potential design options and pathways for the entire group. **The CM needs to include a full-time Community Liaison position for this scope of work within their CM Base Fee.**

## **B. SCOPING AND DESIGN SERVICES PHASE:**

### **Task B.1 Develop Scope of Work, Provide Design Solutions, and Determine Final Pathway and Services During Construction**

The CM shall provide Design services in accordance with Article 9 of the attached contract. For each Home, a current HRO contractor will perform a Preliminary Damage Assessment and generate Feasibility and Tier II Environmental Reports that determine whether or not a Home is Substantially Damaged and the applicable environmental impacts to that Home. A Home that is deemed to be Substantially Damaged is one in which the cost of repairing the Home to its pre-storm condition exceeds 50% of the pre-storm value of the Home. The pre-storm value of the Home is determined by taking the total value of the property in the 2012 tax year and subtracting the value of the land, all from the Department of Finance database. This Substantial Damage calculation will be provided to the CM. The CM will review the Preliminary Damage Assessment, Feasibility, and Tier II Environmental Reports. Samples of these reports are attached in Appendix 12. Using those reports, the CM does a preliminary determination to assign a pathway for the repair among Rehabilitation, Elevation, or Reconstruction alternatives.

The scoping and design functions are then staged. There are four design stages as follows:

- **Scoping**  
For each Home, the CM and Design subconsultants engage the Home owner, inspect existing conditions, prepare layout drawings and do all related work towards obtaining the scope of work and preliminary cost estimate. Pathways may change after this scoping effort.
- **Preliminary Design**  
The Preliminary design is a solution to all issues identified in the Scope and after the design consultation with the Homeowner, a final cost estimate is prepared. The documents go to HRO for review and preparation of the Homeowner agreement. If the Scope of Work differs from the original HRO assessment, and/or triggers a change in pathway, the scope of work will be submitted to HRO for approval prior to commencing the next phase of design.
- **Final Design**  
Upon approval of the Preliminary design and Homeowner agreement, CM designer gets required regulatory approvals and prepares the construction bid documents, The Homeowner is then engaged for a final sign off.
- **Services During Construction**  
CM designers attend meetings, respond to Request for Information, review submittals, and issue bulletins to ensure that construction matters related to the design are resolved.

#### **Specific Design Requirements**

The CM will be required to provide safe and efficient designs solutions; ensure compliance with all local, state and federal laws, rules and regulations, including

2. Communicate and coordinate the work with Construction contractors, Homeowners, and any other relevant regulatory agencies or community partners;
3. Ensure Construction contractors are providing all necessary materials and equipment to perform the work in a timely manner; and
4. Communicate and coordinate with design sub-consultants and other Program vendors as necessary.
5. Anticipated Time Frames:

Project Timeframes					
Phase	Type of Construction	Contract Schedule	Accelerated Schedule	Defined Start of Phase	Defined Completion of Phase
Scoping and Design	Rehabilitation	28 days	18 days	Work Order from DDC	DOB Approval
Construction Procurement	Rehabilitation	45 days	30 days	DOB Approval	CM Issued NTP
Construction	Rehabilitation	42 days	21 days	CM Issued NTP	Final Acceptance
Scoping and Design	Elevation (No BSA approval or DEC approval for other than general permit)	84 days	56 days	Work Order from DDC	DOB Approval
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Project Timeframes					
Phase	Type of Construction	Contract Schedule	Accelerated Schedule	Defined Start of Phase	Defined Completion of Phase
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Construction	Reconstruction (BSA approval or DEC approval for other than general permit required)	224 days	140 days	CM Issued NTP	Final Acceptance

Homes will not be determined to be complete until all work is completed and all required inspections have been performed and certificates (if any) issued by any and all appropriate oversight agencies and handover to the Homeowner.

In order to maximize work efficiencies, HRO/DDC reserves the following rights:

- (i) To determine the order of priority for the performance of the required services at the assigned sites;
- (ii) To increase or decrease the sites assigned to the CM depending on performance, including assigning sites outside the current region;
- (iii) To increase or decrease the value of the CM and transfer that contract capacity to another CM;
- (iv) To solicit separate design proposals from selected Design Consultants for unique resilient developments which require greater innovation and creativity; and
- (v) To assign sites that have completed designs done by another firm for construction only to the CM.

#### D. EMERGENCY REPAIRS

Should critical life safety issues related to Sandy damage arise, HRO/DDC will issue Change Order to the CM for inspecting and ensuring that critical life safety issues in the Home are repaired on an emergency basis in compliance with HRO’s Minimum Program Standards in Exhibit I of the attached contract. The CM will set up an after-hours point of contact person (weekdays between 5pm-9am and 24/7 on weekends/holidays) to be on-call to respond to HRO/DDC-related emergency calls. Upon receiving such a call or a notification during regular business hours, the CM will dispatch an emergency team to assess the situation. Examples of emergency repairs include, but are not limited to, a lack of heat/hot water, frozen pipes, and/or minor roof repairs threatening life/safety. The CM will share its findings and repair scope of work with the HRO/DDC program and case management leads immediately upon completion. The HRO/DDC program lead will approve/reject/modify the recommendations for the emergency repairs and authorize an emergency work order prior to repair commencement within 24 hours.

The CM will then provide the requisite crews of qualified personnel to perform the work, i.e., plumbers, electricians, mechanics, and general tradesmen within 24 hours.

If applicable, submit a completed Form SF-254 for each of the subconsultants proposed to be used as part of the project team. (HRO/DDC must approve the actual subconsultants prior to their actual use).

If the proposer is a joint venture, delineate the areas of responsibility and expertise of each joint venture partner.

Project Team: Identify the proposer's proposed project team, throughout the term of the contract, to perform the required services. In addition, submit a Form SF-255 which identifies the Project Team which includes the Design Personnel and Construction Management Personnel listed in Attachment 4. A resume of each person on the project team should also be submitted in Form SF-255. The resume shall include academic qualification, professional experience, and professional license if applicable, with supporting documents. Minimum requirements are set forth in Attachment 4.

**NOTE:** The proposer shall specify the following key personnel: Program Executive, Project Executive, Project Manager, Lead Design Manager, Design Project Manager, Project Controls Manager, Sandy Hiring Implementation Manager and MWBE Compliance Officer. Resumes of the proposed key personnel, detailing managerial and technical qualifications, shall be included. Particular attention and appropriate evaluation credit will be given to the track record of the proposed key personnel in successfully completing projects of comparable scope and complexity to that described in this RFP.

If applicable, submit a completed Form SF-255 for each of the subconsultants proposed to be used as part of the project team. (HRO/DDC must approve the actual subconsultants prior to their use).

**B. Technical Approach (Methodology):**

Describe and demonstrate the effectiveness of the proposer's methodology in managing, designing and constructing multiple concurrent projects; understanding of the program specifics and schedules of construction for the volume of projects at hand.

Submit a comprehensive Staffing Plan that demonstrates the proposer's clear understanding of an effective organizational approach to the management of multiple concurrent projects in design, construction and coordination with project case management.

**Submit a Project Schedule for the Sample Project as outlined on page RFP-24.**

The Staffing Plan and Project Schedule shall be based on the scenarios of the Sample Project described below:

Proposers are advised to read closely the requirements/Exhibits in the attached contract.

Exhibit A:	Contract Information
Exhibit B:	Staffing Requirements
Exhibit C:	Partial Payment for Stored Material
Exhibit D:	Requirements for Project Office
Exhibit E:	Safety Requirements
Exhibit F:	Form of Payment and Performance Bond
Exhibit G:	Federal HUD Requirements (Appendix B, CDBG Rider)
Exhibit H:	Sandy Recovery Hiring Plan
Exhibit I:	NYC Build It Back Minimum Program Standards
Exhibit J:	FEMA Elevation Certificate Instructions
Exhibit K:	2012 Enterprise Green Communities and Checklist
Exhibit L:	Sample Damage Assessment Report, Tier 2 Environmental Review and Feasibility Study
Exhibit M	Whistleblower Protection Expansion Act Rider

Greater consideration will be given to proposers who can expeditiously deliver a high volume of cost effective, neighborhood based solutions that demonstrate extensive experience in resilience improvements of residential structures to reduce risk and strengthen neighborhoods in flood zones.

**C. Organizational Capability:**

Demonstrate the proposer's capability in terms of quality of project management, design, staffing, construction management, CAD capabilities and current workload including other Sandy related HRO/DDC projects and administration of public and federally compliant contracts. Demonstrate the proposer's ability to provide personnel, managerial, and other resources as and when required to meet the project's objectives.

The City's goal is to maximize the number of projects designed and constructed in 2015. Proposers will need to mobilize quickly to meet this goal. Proposers must indicate the number of projects that they can move into design and construction by July 1, 2015 and by October 29, 2015 by type of project and the strategies and steps they will take to meet these goals. Given the quantities of homes identified, and the accelerated schedule durations provided, proposer is required to delineate the numbers of project by type that their team can deliver design completions, construction starts and construction completions, when assuming an official contract start date of May 1, 2015.

D. Statement of Understanding: The Statement of Understanding form (Attachment 1) shall be signed by the proposer and submitted with the technical proposal.

E. Acknowledgement of Addenda: The acknowledgement of Addenda form (Attachment 5) serves as the proposer's acknowledgement of the receipt of addenda to this RFP that may have been issued by the Agency prior to the Proposal Due

**ATTACHMENT 3**

**FEE PROPOSAL FORM**

**FMS ID: SANDHRO**

**PROJECT:** **CM/Design/Build for Hurricane Sandy-Affected Residential Community Recovery**

**Submission:** The proposal shall submit Attachment 3 as its Fee Proposal in a clearly marked, sealed envelope.

The estimated quantities set forth in the Fee Proposal are based on the estimated project counts of each borough in the RFP (RFP-4) and are solely for purpose of price comparison.

The extended prices for the unit price items are to be paid for the actual quantities of the completed work and must cover the cost of the entire staff and administrative costs, labor, material, tools, plant and appliances of every description necessary to complete the entire work.

**ATTACHMENT 3A**

**FEE PROPOSAL FORM - Borough of Queens**

	List of Services Borough of Queens	Estimated Quantity of Homes (a)	Unit Price per Home (b)	Extended Price (a x b)
1.	<p><b>All required scoping and design services for rehabilitation of one-to four-family Homes including:</b></p> <ul style="list-style-type: none"> <li>Review of feasibility documents/damage assessments/Tier 2/available environmental reports, and open permit research</li> <li>All site visits required to verify as built site conditions, prepare basic floor plans, obtain measurements, development of a program compliant scope of work</li> <li>Support Homeowner customer service (assume 2 hours per Home for bidding purposes)</li> <li>All meetings with Homeowner to review and agree on scope of work</li> <li>Preparation of bid documents for construction</li> <li>Review and approval of bids (including cost reasonableness and constructability analysis)</li> </ul>	1,250		
2.	<p><b>All required scoping and design services for elevation of one- to four- family Homes attached and non-attached including:</b></p> <ul style="list-style-type: none"> <li>Review of feasibility documents/damage assessments/Tier 2/available environmental reports, open permit research, and compliance of existing site with historically documented conditions</li> <li>All site visits required to verify as built site conditions, prepare basic floor plans, obtain measurements, development of a program compliant scope of work</li> <li>Utility Markout</li> <li>Land Survey</li> <li>Zoning Analysis</li> <li>Borings and Geotech Analysis</li> <li>Landscape design to comply with program standards</li> <li>Preparation of construction drawings (including submittal and approval by DOB)</li> <li>Homeowner meeting to review construction documents and sign off final design doc</li> <li>Preparation of permit applications</li> <li>Pre-bid meeting with contractors</li> <li>Preparation of bid documents for construction</li> <li>Review and approval of bids (including cost reasonableness and constructability analysis)</li> </ul>	950		
3.	<p><b>All required scoping and design services reconstruction of one- to four- family Homes attached and non-attached including:</b></p> <ul style="list-style-type: none"> <li>Review of feasibility documents/damage assessments/Tier 2/available environmental reports, open permit research, and compliance of existing site with historically documented conditions</li> <li>All site visits required to verify as built site conditions, prepare basic floor plans, obtain measurements, development of a program compliant scope of work</li> <li>Utility Markout</li> <li>Land Survey</li> <li>Zoning Analysis</li> <li>Borings and Geotech Analysis</li> <li>Landscape design to comply with program standards</li> <li>Preparation of construction drawings (including submittal and approval by DOB)</li> <li>Homeowner meeting to review construction documents and sign off final design doc</li> <li>Preparation of permit applications</li> <li>Pre-bid meeting with contractors</li> <li>Preparation of bid documents for construction</li> <li>Review and approval of bids (including cost reasonableness and constructability analysis)</li> </ul>	20		
			<b>Subtotal A (1+2+3):</b>	

4.	As needed <b>Architectural, Engineering and Construction Management</b> Services (Paid on a T&M Basis):	Estimated Hours (a)	Hourly Rate (b)	Extended Rate (a x b)
	More Complex Structural Designs for Rehabilitation and Elevation Pathway as in the Case of Attached and Semi-attached Homes	500		
	Early Engineering (any pathway, prefinal design sign off by Homeowners)	500		
	Emergency Construction Services	500		
	Wetlands	500		
	Septics	500		
	Fire Sprinkler System Designs (inclusive of Hydrant Flow test and backflow preventer)	500		
	Demolition Plans	500		
	Post Approval Amendments	500		
	SJO/RFI's	500		
	Marine Engineering	500		
	<b>Other Technical Professionals</b>	<b>500</b>		
<b>Subtotal B (3):</b>				
5.	<b>Base Fee</b> The Base Fee covers the professional staffing for the key CM team over the period of time for the successful accomplishment of the tasks listed in Construction Management and Construction Procurement unless otherwise itemized in the Fee Proposal: <ul style="list-style-type: none"> <li>Quality personnel to develop and insure compliance with the CM Quality Management Plan</li> <li>Production Staff required to track and maintain</li> <li>Supervisory staff</li> <li>Administrative support staff</li> </ul> <i>Note: This includes overhead, reimbursable expenses, and any other associated costs.</i>	Year One Lump Sum		
		Year Two Lump Sum		
		Year Three Lump Sum		
		Year Four Lump Sum		
		Year Five Lump Sum		
<b>Subtotal C (5):</b>				
6.	<b>Project Office Setup (Mobilization and Demobilization)</b>	Lump Sum		
7.	<b>Project Office Operation for 60 months</b>	Lump Sum		
<b>Subtotal D (6+7):</b>				
8.	<b>Fee for Profit</b> CM firms are required to submit a Fee for Profit for each Home pathway in increments of 20 Homes. Upon being issued a Work Order from DDC (in increments of 20 Homes, preliminary assessments and related documents prepared by HRO) the CM shall receive 25% of their Fee for Profit. Upon commencing construction of 20 Homes, the CM shall receive 25% of the Fee for Profit. Upon Closeout of 20 Homes, the CM shall receive 50% of the Fee for Profit.	Estimated Qty of Groups of 20 Homes (a)	Unit Price per 20 Homes (b)	Extended Price (a x b)
		20 Rehabilitations	62.5	
		20 Elevations	47.5	
		20 Reconstructions	1	
<b>Subtotal E (8):</b>				

**Total Fee Proposal for Queens (A+B+C+D+E):**

\_\_\_\_\_  
Name of Proposer (company name)

By: \_\_\_\_\_  
Signature of partner or corporate officer

Print name of signature above: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ E-Mail: \_\_\_\_\_

EIN: \_\_\_\_\_

**ATTACHMENT 3B**

**FEE PROPOSAL FORM - Borough of Brooklyn**

	List of Services Borough of Brooklyn	Estimated Quantity of Homes (a)	Unit Price per Home (b)	Extended Price (a x b)
2.	<p><b>All required scoping and design services for rehabilitation of one-to four-family Homes including:</b></p> <ul style="list-style-type: none"> <li>Review of feasibility documents/damage assessments/Tier 2/available environmental reports, and open permit research</li> <li>All site visits required to verify as built site conditions, prepare basic floor plans, obtain measurements, development of a program compliant scope of work</li> <li>Support Homeowner customer service (assume 2 hours per Home for bidding purposes)</li> <li>All meetings with Homeowner to review and agree on scope of work</li> <li>Preparation of bid documents for construction</li> <li>Review and approval of bids (including cost reasonableness and constructability analysis)</li> </ul>	2,500		
2.	<p><b>All required scoping and design services for elevation of one- to four- family Homes attached and non-attached including:</b></p> <ul style="list-style-type: none"> <li>Review of feasibility documents/damage assessments/Tier 2/available environmental reports, open permit research, and compliance of existing site with historically documented conditions</li> <li>All site visits required to verify as built site conditions, prepare basic floor plans, obtain measurements, development of a program compliant scope of work</li> <li>Utility Markout</li> <li>Land Survey</li> <li>Zoning Analysis</li> <li>Borings and Geotech Analysis</li> <li>Landscape design to comply with program standards</li> <li>Preparation of construction drawings (including submittal and approval by DOB)</li> <li>Homeowner meeting to review construction documents and sign off final design doc</li> <li>Preparation of permit applications</li> <li>Pre-bid meeting with contractors</li> <li>Preparation of bid documents for construction</li> <li>Review and approval of bids (including cost reasonableness and constructability analysis)</li> </ul>	800		
3.	<p><b>All required scoping and design services reconstruction of one- to four- family Homes attached and non-attached including:</b></p> <ul style="list-style-type: none"> <li>Review of feasibility documents/damage assessments/Tier 2/available environmental reports, open permit research, and compliance of existing site with historically documented conditions</li> <li>All site visits required to verify as built site conditions, prepare basic floor plans, obtain measurements, development of a program compliant scope of work</li> <li>Utility Markout</li> <li>Land Survey</li> <li>Zoning Analysis</li> <li>Borings and Geotech Analysis</li> <li>Landscape design to comply with program standards</li> <li>Preparation of construction drawings (including submittal and approval by DOB)</li> <li>Homeowner meeting to review construction documents and sign off final design doc</li> <li>Preparation of permit applications</li> <li>Pre-bid meeting with contractors</li> <li>Preparation of bid documents for construction</li> <li>Review and approval of bids (including cost reasonableness and constructability analysis)</li> </ul>	25		
			<b>Subtotal A (1+2+3):</b>	

4.	As needed <b>Architectural, Engineering and Construction Management</b> Services (Paid on a T&M Basis):	Estimated Hours (a)	Hourly Rate (b)	Extended Rate (a x b)
	More Complex Structural Designs for Rehabilitation and Elevation Pathway as in the Case of Attached and Semi-attached Homes	500		
	Early Engineering (any pathway, pre final design sign off by Homeowners)	500		
	Emergency Construction Services	500		
	Wetlands	500		
	Septics	500		
	Fire Sprinkler System Designs (inclusive of Hydrant Flow test and backflow preventer)	500		
	Demolition Plans	500		
	Post Approval Amendments	500		
	SJO/RFI's	500		
	Marine Engineering	500		
	<b>Other Technical Professionals</b>	<b>500</b>		
<b>Subtotal B (3):</b>				
5.	<b>Base Fee</b> The Base Fee covers the professional staffing for the key CM team over the period of time for the successful accomplishment of the tasks listed in Construction Management and Construction Procurement unless otherwise itemized in the Fee Proposal: <ul style="list-style-type: none"> <li>Quality personnel to develop and insure compliance with the CM Quality Management Plan</li> <li>Production Staff required to track and maintain</li> <li>Supervisory staff</li> <li>Administrative support staff</li> </ul> <i>Note: This include overhead, reimbursable expenses, and any other associated costs.</i>	Year One Lump Sum		
		Year Two Lump Sum		
		Year Three Lump Sum		
		Year Four Lump Sum		
		Year Five Lump Sum		
<b>Subtotal C (5):</b>				
6.	<b>Project Office Setup (Mobilization and Demobilization)</b>	Lump Sum		
7.	<b>Project Office Operation for 60 months</b>	Lump Sum		
<b>Subtotal D (6+7):</b>				
8.	<b>Fee for Profit</b> CM firms are required to submit a Fee for Profit for each Home pathway in increments of 20 Homes. Upon being issued a Work Order from DDC (in increments of 20 Homes, preliminary assessments and related documents prepared by HRO) the CM shall receive 25% of their Fee for Profit. Upon commencing construction of 20 Homes, the CM shall receive 25% of the Fee for Profit. Upon Closeout of 20 Homes, the CM shall receive 50% of the Fee for Profit.	Estimated Qty of Groups of 20 Homes (a)	Unit Price per 20 Homes (b)	Extended Price (a x b)
		20 Rehabilitations	125	
		20 Elevations	40	
		20 Reconstructions	1.25	
<b>Subtotal E (8):</b>				

**Total Fee Proposal for Brooklyn (A+B+C+D+E):**

\_\_\_\_\_  
Name of Proposer (company name)

By: \_\_\_\_\_  
Signature of partner or corporate officer

Print name of signature above: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ E-Mail: \_\_\_\_\_

EIN: \_\_\_\_\_

**ATTACHMENT 3C**

**FEE PROPOSAL FORM - Borough of Staten Island**

	List of Services Borough of Staten Island	Estimated Quantity of Homes (a)	Unit Price per Home (b)	Extended Price (a x b)
3.	<b>All required scoping and design services for rehabilitation of one-to four-family Homes including:</b> <ul style="list-style-type: none"> <li>• Review of feasibility documents/damage assessments/Tier 2/available environmental reports, and open permit research</li> <li>• All site visits required to verify as built site conditions, prepare basic floor plans, obtain measurements, development of a program compliant scope of work</li> <li>• Support Homeowner customer service (assume 2 hours per Home for bidding purposes)</li> <li>• All meetings with Homeowner to review and agree on scope of work</li> <li>• Preparation of bid documents for construction</li> <li>• Review and approval of bids (including cost reasonableness and constructability analysis)</li> </ul>	1,200		
2.	<b>All required scoping and design services for elevation of one- to four- family Homes attached and non-attached including:</b> <ul style="list-style-type: none"> <li>• Review of feasibility documents/damage assessments/Tier 2/available environmental reports, open permit research, and compliance of existing site with historically documented conditions</li> <li>• All site visits required to verify as built site conditions, prepare basic floor plans, obtain measurements, development of a program compliant scope of work</li> <li>• Utility Markout</li> <li>• Land Survey</li> <li>• Zoning Analysis</li> <li>• Borings and Geotech Analysis</li> <li>• Landscape design to comply with program standards</li> <li>• Preparation of construction drawings (including submittal and approval by DOB)</li> <li>• Homeowner meeting to review construction documents and sign off final design doc</li> <li>• Preparation of permit applications</li> <li>• Pre-bid meeting with contractors</li> <li>• Preparation of bid documents for construction</li> <li>• Review and approval of bids (including cost reasonableness and constructability analysis)</li> </ul>	950		
3.	<b>All required scoping and design services reconstruction of one- to four- family Homes attached and non-attached including:</b> <ul style="list-style-type: none"> <li>• Review of feasibility documents/damage assessments/Tier 2/available environmental reports, open permit research, and compliance of existing site with historically documented conditions</li> <li>• All site visits required to verify as built site conditions, prepare basic floor plans, obtain measurements, development of a program compliant scope of work</li> <li>• Utility Markout</li> <li>• Land Survey</li> <li>• Zoning Analysis</li> <li>• Borings and Geotech Analysis</li> <li>• Landscape design to comply with program standards</li> <li>• Preparation of construction drawings (including submittal and approval by DOB)</li> <li>• Homeowner meeting to review construction documents and sign off final design doc</li> <li>• Preparation of permit applications</li> <li>• Pre-bid meeting with contractors</li> <li>• Preparation of bid documents for construction</li> <li>• Review and approval of bids (including cost reasonableness and constructability analysis)</li> </ul>	30		
			<b>Subtotal A (1+2+3):</b>	

4.	As needed <b>Architectural, Engineering and Construction Management</b> Services (Paid on a T&M Basis):	Estimated Hours (a)	Hourly Rate (b)	Extended Rate (a x b)
	More Complex Structural Designs for Rehabilitation and Elevation Pathway as in the Case of Attached and Semi-attached Homes	500		
	Early Engineering (any pathway, pre final design sign off by Homeowners)	500		
	Emergency Construction Services	500		
	Wetlands	500		
	Septics	500		
	Fire Sprinkler System Designs (inclusive of Hydrant Flow test and backflow preventer)	500		
	Demolition Plans	500		
	Post Approval Amendments	500		
	SJO/RFI's	500		
	Marine Engineering	500		
	<b>Other Technical Professionals</b>	<b>500</b>		
<b>Subtotal B (3):</b>				
5.	<b>Base Fee</b> The Base Fee covers the professional staffing for the key CM team over the period of time for the successful accomplishment of the tasks listed in Construction Management and Construction Procurement unless otherwise itemized in the Fee Proposal: <ul style="list-style-type: none"> <li>Quality personnel to develop and insure compliance with the CM Quality Management Plan</li> <li>Production Staff required to track and maintain</li> <li>Supervisory staff</li> <li>Administrative support staff</li> </ul> <i>Note: This include overhead, reimbursable expenses, and any other associated costs.</i>	Year One Lump Sum		
		Year Two Lump Sum		
		Year Three Lump Sum		
		Year Four Lump Sum		
		Year Five Lump Sum		
<b>Subtotal C (5):</b>				
6.	<b>Project Office Setup (Mobilization and Demobilization)</b>	Lump Sum		
7.	<b>Project Office Operation for 60 months</b>	Lump Sum		
<b>Subtotal D (6+7):</b>				
8.	<b>Fee for Profit</b> CM firms are required to submit a Fee for Profit for each Home pathway in increments of 20 Homes. Upon being issued a Work Order from DDC (in increments of 20 Homes, preliminary assessments and related documents prepared by HRO) the CM shall receive 25% of their Fee for Profit. Upon commencing construction of 20 Homes, the CM shall receive 25% of the Fee for Profit. Upon Closeout of 20 Homes, the CM shall receive 50% of the Fee for Profit.	Estimated Qty of Groups of 20 Homes (a)	Unit Price per 20 Homes (b)	Extended Price (a x b)
		20 Rehabilitations	60	
		20 Elevations	47.5	
		20 Reconstructions	1.5	
<b>Subtotal E (8):</b>				

**Total Fee Proposal for Staten Island (A+B+C+D+E):**

\_\_\_\_\_  
Name of Proposer (company name)

By: \_\_\_\_\_  
Signature of partner or corporate officer

Print name of signature above: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ E-Mail: \_\_\_\_\_

EIN: \_\_\_\_\_

**ATTACHMENT 4**

**STAFFING REQUIREMENTS**

**FMS ID: SANDHRO**

**PROJECT: CM/Design/Build for Hurricane Sandy-Affected Residential Community Recovery**

Overall staffing requirements for design and construction management personnel for the Project have been established by the Commissioner and are set forth below. Such staffing requirements specify the titles of design and construction management personnel that may be required for the Project. A staffing plan for the project shall be established in accordance with the procedure set forth in Article 11 of the contract.

List of Key Personnel:

- Program Executive
- Project Executive
- Project Manager
- Lead Design Manager
- Design Project Manager
- Project Controls Manager
- Sandy Hiring Implementation Manager
- MWBE Compliance Officer

**Minimum Qualification Requirements Per Title**

Any personnel provided by the CM and/or its Design Consultants must satisfy the Minimum Requirements Per Title set forth below.

**ARCHITECTURAL PERSONNEL**

<b>Title</b>	<b>Number of Years of Experience</b>	<b>Professional License or Certification</b>
Principal	10	Professional License
Project Architect	7	Professional License
Project Manager (Architecture)	7	
Senior Architectural Designer	5	
Junior Architectural Designer	3	
Architectural Technician	1	
Senior Interior Designer	5	
Junior Interior Designer	3	
Interiors Technician	1	
Programming Specialist	3	
Senior Landscape Architect	5	Professional License
Junior Landscape Architect	3	
Senior Landscape Architectural Designer	5	
Junior Landscape Architectural Designer	3	
Landscape Technician	1	
Senior Draftsperson/CAD	5	

Junior Draftsperson/CAD	1	
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**ENGINEERING PERSONNEL**

Title	Number of Years of Experience	Professional License or Certification
Principal	10	Professional License
Project Engineer	7	Professional License
Project Manager (Engineer)	7	
Senior Structural Engineering Designer	5	
Senior Electrical Designer	5	
Senior Plumbing Designer	5	
Senior HVAC Designer	5	
Junior Structural Engineering Designer	3	
Junior Electrical Designer	3	
Junior Plumbing Designer	3	
Junior HVAC Designer	1	
Engineering Technician	1	
Senior Engineering Draftsperson/CAD	5	
Junior Engineering Draftsperson/CAD	1	

**PERSONNEL FOR ESTIMATING**

Title	Number of Years of Experience	Professional License or Certification
Principal	7	Professional Certification
Senior Estimator	7	
Junior Estimator	3	

**PERSONNEL FOR VARIOUS SPECIALTIES**

Title	Number of Years of Experience	Professional License or Certification
Principal	7	Professional Certification
Fire Protection Specialist	5	
Geotechnical Specialist	5	
Marine Engineer	10	Professional License
Environmental Conservationist	5	
Arborist	3	ISA Certified
Expediter	5	
Clerical	0	

**CONSTRUCTION MANAGEMENT PERSONNEL**

TITLES	Academic Qualification (Minimum)	Licensure	Number of Years of Experience	Number of Years in Relevant Supervising Experience
Program Executive	BS		10	7
Project Executive	BS		10	7
Project Manager	BS in Engineering,	PE, RA or	10	5

TITLES	Academic Qualification (Minimum)	Licensure	Number of Years of Experience	Number of Years in Relevant Supervising Experience
	Architecture, Construction Management related degree	CCM or an additional 10 years of supervising experience		
Assistant Project Manager	BS in Engineering, Architecture, Construction Management related degree		7	5
Lead Design Manager	BS in Engineering, Architecture, Construction related degree	RA	7	5
Design Project Manager	BS in Engineering, Architecture, Construction Management related degree		5	3
Resident Engineer	BS in Engineering (CE, EE or ME)	PE	7	3
Construction Inspector	BS or an additional 5 years of relevant experience		3	2
Project Controls Manager	BS in Engineering, Architecture, Construction Management or related degree		10-15	5 years of leadership in projects of the similar size and complexity
Sandy Hiring Implementation Manager	BS or an additional 5 years of relevant experience		5	2
Office Engineer/Utilities Coordinator/Operational Logistics Coordinator	BS in Engineering (CE, EE or ME)		5	3
Clerical	High School Diploma	Computer Skills	0	
M/WBE Compliance Officer			5	2

**SCHEDULE B – M/WBE Utilization Plan**  
**Part I: M/WBE Participation Goals****Part I to be completed by contracting agency****Contract Overview**

**APT E- Pin #** 85015P0007 **FMS Project ID#:** SANDHRO

**Project Title/ Agency PIN #** CM/Design/Build Services for Hurricane Sandy Residential Community Recovery for the Boroughs of Queens, Brooklyn and the Staten Island / 8502015HR0011P-13P

**Bid/Proposal Response Date** Friday, January 23<sup>rd</sup>, 2015

**Contracting Agency** Department of Design and Construction

**Agency Address** 30-30 Thomson Ave., 4<sup>th</sup> Fl. **City** Long Island City **State** NY **Zip Code** 11101

**Contact Person** Ramon Rodriguez **Title** Deputy ACCO

**Telephone #** (718) 391-1505 **Email** rodrigur@ddc.nyc.gov

**Project Description** (attach additional pages if necessary)

SANDHRO, CM/Design/Build Services for Hurricane Sandy Residential Community Recovery for the Boroughs of Queens, Brooklyn and the Staten Island.

**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 Industries:**

- Professional Services: CM sub consultants performing CM work, Design sub consultants, and any specialty design sub –consultants (only City M/WBE certification may be used to meet goals except for the Asian category).
- Standard services: work performed by any contractors/subcontractors/sub-consultants may be used to meet the M/WBE goals. (All City certified M/WBEs may count towards the M/WBE goals).
- Construction: PQL contractors (all 8) and subcontractors to the PQL (all M/WBE City certifications will count towards the M/WBE goals).

Group	Percentage
<b>Unspecified*</b>	<b>25%</b>
or	
Black American	<b>UNSPECIFIED</b>
Hispanic American	<b>UNSPECIFIED</b>
<b>Asian American</b>	<b>UNSPECIFIED EXCEPT PROFESSIONAL SERVICES</b>
Women	<b>UNSPECIFIED</b>
<b>Total Participation Goals</b>	<b>25%</b> <b>Line 1</b>

**\*Note: For this procurement, individual ethnicity and gender goals are not specified.**