Mini-Solicitation ***for***

CONSTRUCTION MANAGEMENT as AGENT Services For Mariner's Harbor Houses Development

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SECTION I: SCOPE

1. INTRODUCTION

The New York City Housing Authority (**NYCHA**), as the largest public housing authority in North America, operates 334 housing developments (**Developments**) throughout the five boroughs of New York City. NYCHA receives yearly Grants from the Federal Housing and Urban Development Agency (**HUD**) to manage the approximately 2,602 residential buildings, housing over 403,357 authorized residents. One of NYCHA's core missions, to maintain its building stock in a state of good repair, has been severely taxed in recent years since the available HUD Grants have been declining while NYCHA's building needs have been increasing. Seventy five percent of NYCHA's buildings are 50 years of age or older.

As part of its core mission, and through discussions with HUD, NYCHA has embarked on a plan to utilize the financial resources of a $500 million Bond to address the major deficiencies with the building envelopes for a significant portion of our Building Portfolio. The items to be corrected under the Bond Program will generally consist of the following:

- Building Facades – including brick repairs, window lintels, concrete structural repairs, asbestos abatement, and waterproofing;
- Building Roofs – replacement of deteriorated roofing systems, insulation, roof drains, and flashing;
- Water Tanks – removal and replacement of selected water tanks and related piping systems, structural support repairs or replacements; and
- Various Concrete, Masonry and Moisture Protection – repair spalled and cracked concrete, repointing mortar joints, and replacement of through wall flashing.

NYCHA's Capital Projects Division (**CPD**) is responsible for planning and implementing the capital improvements to be undertaken by NYCHA as part of the Bond Program. CPD has already retained the professional design services of various Architectural/Engineering (A/E) Firms to develop the Construction Documents for the various Bond Improvements at the planned 39 NYCHA Developments. The plans and specifications are currently at the 90% Design Development Stage. CPD is committed to begin implementing the first construction stage of the Bond Improvements beginning in the Second Quarter of 2013.

NYCHA is seeking the most qualified construction management firm under separate Task Orders for each specific development in the Bond Program to provide all, or some portions of, a Constructability Review, an Estimate Reconciliation, and the construction management services detailed below in Item 2 – Scope of Services.

Specifically this Mini-Solicitation seeks responses from the previously selected ID/IQ construction management firms to provide Construction Management as Agent (**CMa**)

Services for the Bond Program's construction improvements. The Scope of Services being requested through this Mini-Solicitation is as follows:

- Constructability Review of the 90% Design Development Documents.
- Reconciliation of the current 90% Engineer's Estimate for the Short Term and Long Term repairs.
- The Pre-construction, Construction, and Post-construction Services detailed below in Item 2 – Scope of Services.

The Bond Program's capital improvement project identified by CPD for this Mini-Solicitation is for the Mariner's Harbor Houses Development located in Staten Island. The Mariner's Harbor Development consists of the following specifics:

- Located in Staten Island between Grand View Avenue, Roxbury Street, Lockman Avenue, and Continental Place. (See attached Development Site Map.)
- The development consists of ten 3-story residential buildings and twelve 6-story residential buildings containing 607 apartments and was completed in 1954.
- The Mariner's Harbor Houses Project currently has a 90% estimate of approximately $18.4 million consisting of façade repairs ($7.4 mil) and roofing replacement ($11 mil.).

Based upon a Qualification/Competitive Evaluation of this Mini-Solicitation, a CMa will be chosen to supply the specific services via a Task Order. The Competitive Evaluation will include, but may not be limited to the following criteria to ensure the strengths of the chosen CMa best matches the needs of NYCHA:

- The CMa's Staffing Plan and anticipated "high level" Project Schedule;
- The CMa's Technical Approach to, and their understanding of, the requested Scope of Services;
- The CMa's approach to NYCHA's Section 3 Resident Hiring requirements; and
- The CMa's proposed Staffing, Hourly Salary Rates, and Fees.

The CMa chosen in response to this Mini-Solicitation will be issued a Task Order and will be required to perform and complete all work, as authorized by NYCHA, even if the time-frame necessary to perform the work extends beyond the Term of the CMa Contract. The CMa chosen will be compensated based upon the Hourly Not-to-Exceed Fees and Reimbursable Expenses proposed in response to the Scope of Services outlined within this Mini-Solicitation.

2. SCOPE OF SERVICES

NYCHA requires the professional expertise of a Construction Manager (the **CMa** or **the Consultant**) to provide professional services to act on behalf of, and as an agent for

NYCHA for Pre-construction, Construction and Post-construction Phase Services (also referenced as **Services**). The base fee for personnel and onsite trailers will be awarded on a Not-to-Exceed basis. Nothing contained in this Scope of Services shall be deemed to require, or authorize the CMa to perform any act or render any services other than those of a professional Construction Manager, as defined herein. The Scope of Services to be performed in the respective phases (which may overlap) for a representative project is detailed below for reference.

2.1 PRE-CONSTRUCTION PHASE SERVICES

2.1.1 Commencement and Duration – The Pre-construction Phase will commence sometime during the following design phase: *Design Development 90%.*

2.1.2 Meetings – Meet with NYCHA, the Architect/Engineer Designer of Record (the **A/E)**, and other stake-holders on a *biweekly* basis to review design progress and collaboratively plan the construction. Additional meetings will be scheduled as the need arises.

2.1.3 Planning and Scheduling – The CMa shall assist with planning the Project in the Pre-construction Phase. The CMa shall develop the preliminary schedule and logistic plans in Primavera P6 and refine, revise, and maintain the same as the design is finalized. The CMa shall be required to plan and provide monthly summary preplanning cash flow reports to assist NYCHA with planning for Project funding from various governmental agencies. The CMa shall be responsible for preparing the Master Project Schedule, logistical planning, and phasing plans, which will define the parameters for performing the work without disruption to the facility's services and operations, or impairment/breach of security. The Master Project Schedule will identify and coordinate milestones and activities for, but not limited to:

A. Project planning, design, procurement, Pre-construction, Construction, Post-construction/close out.

B. NYCHA specific milestones (i.e. Board reviews).

C. Permit filings where applicable and delivery of NYCHA-furnished equipment where this equipment is to be incorporated into the work.

2.1.4 Constructability Review – The CMa shall perform a focused review of the proposed bid documents at the following design phase *Design Development 90% and/or 100%* phases, and provide written comments and recommendations to NYCHA, concerning constructability of the documents. The Contract Documents (drawings and specifications), in conjunction with a Site evaluation, shall be reviewed for clarity, consistency and completeness. Such review shall be for the sole benefit of NYCHA, and any benefit derived by the A/E shall be merely incidental. Upon completion of the Constructability Review, the CMa shall confer

with NYCHA and the A/E, as appropriate.

2.1.5 Permitting – The CMa shall confer with the A/E and identify the permitting requirements of the Project. The CMa shall incorporate permit filing milestones in the Master Project Schedule and monitor progress of filings and approvals.

2.1.6 Construction Estimate – The CMa shall review and reconcile a construction cost estimate at the following design phases *Design Development 90%; and/or 100%* phases, broken down by Phase, Trade, and CSI Code (sequenced in the hierarchy as listed). The estimates shall be given a cost breakdown structure to be tied to the Project Master Schedule. Each estimate shall be based on quantity take-off, local trade and material indexes, prevailing and/or union wages (as applicable). The CMa shall reconcile each estimate with the independent estimate prepared by the A/E and/or NYCHA. In the event that the reconciled estimates exceed the budget, the CMa shall confer with the A/E and prepare joint recommendations for bringing the Project within budget through value engineering sessions. With the concurrence of NYCHA, the CMa shall revise the reconciled estimates to reflect the effect of implementing the recommendations. Such revisions shall be at no additional cost to NYCHA.

2.1.7 Contract Documents – The CMa shall collaborate with the A/E and NYCHA, and augment and/or customize the standard Division 1 (front-end) Contract Documents (**Contract Documents**) to meet the needs of the Project, including, but not limited to, preparing Supplementary Conditions, site logistic and safety plan(s), phasing plan(s), phasing/milestone schedules, and narratives. This effort is to delineate for the potential Construction Contract bidders, the parameters for performing the work without disruption to the facility's services and operations, or impairment/breach of any security systems.

2.1.8 Procurement Services – The CMa shall consult with NYCHA regarding the procurement strategy, and make recommendations for the packaging of Construction Contracts. The CMa shall assist NYCHA in advertising bids; developing bidder interest; conducting market studies; conducting bid walk-through with prospective bidders; assist in procurement Requests For Information (**RFI**); preparation and distribution of addenda; obtain, tabulate and analyze bids; investigate bidders; and in negotiating and awarding contracts for the construction of the Project.

2.1.9 Project Labor Agreement Services – The CMa shall perform a Project Labor Agreement (**PLA)** feasibility study, to determine whether it would be in NYCHA's best interests to negotiate a PLA, and if so determined; negotiate a PLA with the construction trade unions, on NYCHA's behalf. In the event a PLA is executed by NYCHA and the Building and Construction Trades Council of New York City, the CMa shall incorporate

the PLA in the Contract Documents, and shall administer the PLA during the construction phase of the Project.

2.1.10 Value Engineering Services – The CMa shall establish, conduct, and administer value engineering sessions at the following design phases: *Design Development 90%; and/or 100%*. The value engineering sessions shall include documented reviews and suggestions on the following, but not limited to: product alternates; product placement; feasibility; resident stakeholders; maintenance and product life cycle costs.

2.1.11 Quality Assurance – The CMa shall create, document/publish, submit for review and approval to NYCHA, implement, and maintain throughout the Project's lifecycle (from Design to Closeout) a quality assurance program through a Quality Management Plan (the **Quality Management Plan**), consisting at the minimum of the following:

2.1.11.1 The Quality Management Plan shall include requirements for a project execution/management plan.

2.1.11.2 The Quality Management Plan shall include all stages of the Project's lifecycle.

2.1.11.3 The Quality Management Plan shall include a system for submittal reviews for design and general conditions conformance. The CMa shall receive the Construction Contractors' (**CC**) submittals such as shop drawings, product data, and samples, and promptly review them for completeness and responsiveness and log and finally distribute them to the A/E for review and approval; all within 48 hours of receipt by the CMa of CCs' submittals. The CMa shall return submittals to the CCs within 24 hours of receipt from the A/E, and shall update the submittal log accordingly. All submittals are to be processed through the designated ePM system.

2.1.11.4 The Quality Management Plan shall include a system to collect and compile as-built drawings, operations and maintenance manuals, spare parts and attic stock provided by the CCs and other close out documents.

2.1.11.5 The Quality Management Plan shall include a system to document and review foreseeable risks with documentation to NYCHA providing an analysis of impacts on time, budget, quality, and personnel (program team and community) during the Pre-construction and Construction Phase.

2.1.11.6 The Quality Management Plan shall include a change control procedure. The procedure shall include a system to address scope creep and an impact analysis.

2.1.11.7 The Quality Management Plan shall include a system to maintain

an incomplete items list of deficiencies, tasks, and deliverables from the Contract Documents that logs at a minimum their observation/recording date, reporting date, and completion date throughout the construction process.

2.1.11.8 The Quality Management Plan shall include requirements for onsite inspections, special inspections, etc.

2.1.11.9 The Quality Management Plan shall include a system for documenting lessons learned throughout the program and shall be turned over at the end of the program in a summary report.

2.1.12 Quality Control and Testing – If Testing is required during the Pre-construction Phase, the CMa shall review the A/E's proposed testing plan and associated costs, and provide recommendations to NYCHA. The CMa shall review the conditions with the A/E during the testing and the CMa shall assist and advise NYCHA and the A/E with solutions to any issues found.

2.2 CONSTRUCTION PHASE SERVICES

2.2.1 Commencement and Duration – The Construction Phase will commence with the award of a construction contract for the Project and will terminate upon completion of all contractually required physical work, including "punch list" items.

2.2.2 General Construction Administration – The CMa shall provide administration of the Project and shall administer the construction contract and the PLA, if applicable, on NYCHA's behalf. Administration of the construction of the Project shall include scheduling of the work and coordination of the Construction Contractors (CCs), residents, NYCHA's project staff, and any other persons/entities on the site, so that the work may be accomplished timely and efficiently, and with minimum inconvenience to the building occupants. Coordinate the installation of NYCHA-furnished material, equipment and furniture with the work of the CCs. The CMa shall maintain competent full-time staff at the Project site to administer the Project, at all times work is being performed by the CCs. The CMa shall furnish its staff with personal equipment required for project administration, including, but not limited to personal protective equipment, digital cameras, Blackberries (or equal), computers/software, etc.

2.2.3 Site Conditions – As portions of the work become accessible, the CMa shall promptly and diligently investigate existing conditions through both as-built drawings provided by NYCHA and site visits, and then report to NYCHA and the A/E, those conditions which differ minimally and substantially from the information contained in the Contract Documents. The CMa shall also provide probable conditions in a separate ledger to provide NYCHA and the A/E the opportunity to mitigate cost and risk.

The CMa shall collaborate with NYCHA and the A/E to devise appropriate modifications to the Contract Documents.

2.2.4 Quality Control and Testing – The CMa shall create, document/publish and implement a quality control program (the program shall be documented in the Project's Quality Management Plan), consisting at the minimum of testing, controlled inspection, special inspections, and the CMa's routine observation of the work of the CCs with respect to conformance to the Contract Documents. The CMa shall ensure that the Division 1 Specifications align with the plan and that they require the proper testing. The CMa shall be required to coordinate and manage the Quality Control Program, the CCs, and inspection agencies (whether contracted by the CMa or others). The CMa shall endeavor to guard NYCHA against defects and deficiencies in the work, and shall coordinate testing and controlled inspection by third parties with the work of the CCs. The CMa shall promptly notify NYCHA, the A/E, and the CCs, as applicable, of defective, deficient, and/or non-conforming work, and shall make recommendations for correction/resolution. Track all defective and non-conforming work through correction until final acceptance by NYCHA.

2.2.5 Scheduling – The CMa shall, with the cooperation of the CCs, prepare the Master Project Schedule (the **Master Project Schedule**). This Schedule shall be prepared using the Critical Path Method (**CPM**) and Primavera P6 (or later version) software, and shall be broken down in sufficient detail to be useful for monitoring progress, delay analysis, and administering the CCs' contract provisions. The Master Project Schedule shall include all NYCHA and contractor activities. All prime contractor schedules shall be imported into the Master Project Schedule on a monthly basis. The CMa shall compile the following reports biweekly:

2.2.5.1 Two (2) week look-ahead schedules from the Master Project Schedule and augment same with detail provided by the CCs.

2.2.5.2 Tasks completed since the last report.

2.2.5.3 Prepare schedule updates as necessary to reflect changes and show the impact of changes to the critical path and completion milestones.

2.2.5.4 Changes in total float and free float.

2.2.5.5 Evaluate claims for delay.

The CMa shall confer with the CCs and prepare recovery schedules, as needed. The CMa shall evaluate CCs' requests for extension of the contract time, and advise NYCHA confidentially on the quantum and merits of such requests. The CMa shall evaluate the potential impacts of any CC requests and/or actions to the Master Project Schedule.

2.2.6 Cash Flow Forecast – With the cooperation of the CCs, the CMa shall prepare a cash flow forecast for the entire Project based on the Project Master Schedule and Project cost. The CMa shall revise the forecast, whenever there is a significant change in the schedule or Project cost that would warrant a revision to the cash flow forecast.

2.2.7 Monitor Progress – The CMa shall monitor the progress of the CCs' work and prepare written daily reports documenting the type and location of work performed, each sub-contractor's labor and equipment, and all pertinent details relative to the progress of the work. The CMa shall augment the written reports with photographic documentation of the work in progress. Photographs are required when unforeseen conditions, disputed work, or deficiencies in the work are encountered. The CMa shall pro-actively monitor the progress of the work, taking such steps as are authorized under the CCs' contract, to ensure that the CCs' workforce is sufficient and the work is being diligently prosecuted. Where progress is impeded by actions/inactions of the A/E, or others, the CMa shall bring such matters promptly to the attention of NYCHA for resolution. The CMa shall ensure that project progress is in conformance with the Master Project schedule.

2.2.8 Electronic Project Management System – The CMa and General Contractor along with their sub-contractors shall utilize Primavera Contract Manager, or other Electronic Project Management (**ePM**) system as directed by NYCHA. The ePM system shall be utilized to submit, track, and view Project information including, but not limited to the following:

2.2.8.1 Requests For Information (RFI's) – Full Access

2.2.8.2 Submittals *(Tracking only)* – Full Access

2.2.8.3 Notices To Comply (NTC's) – Full Access

2.2.8.4 Change Management – Proposed Change Orders (PCO's) – Limited Access

2.2.8.5 Meeting Minutes – Full Access

2.2.8.6 Issues – Full Access

2.2.8.7 Daily Field Reports – Full Access

2.2.8.8 Invoices – Limited Access

2.2.8.9 Contract – Limited Access

NYCHA shall provide access and licenses for the ePM system at no charge to the CMa and/or their sub-contractors. NYCHA will provide an orientation session at no charge to the CMa and/or their sub-contractors. Staff hours associated with ePM training are not billable to NYCHA.

2.2.9 CCs Payments – The CMa shall receive, review, and recommend for

processing by NYCHA, all schedules of values, invoices, and requests for payments prepared by the CCs. The CMa shall correlate CCs' payment requests with the progress of the work, and take into account any deficiencies in the work for which payment is being requested, in making a payment recommendation. If a cost loaded and resource loaded schedule is required on the contract, the CMa shall provide an earned and planned value report with their recommendation. The CMa's recommendation for payment shall constitute a representation to NYCHA, which, to the best of the CMa's knowledge, information and belief, the work has progressed to the point indicated, and the quality of the work is in accordance with the Contract Documents. In addition, the CMa shall track payments to CCs, document construction expenditures, and assist NYCHA with documentation for requests for grants and/or Federal, State, and/or City aid.

2.2.10 Meetings – The CMa shall schedule, conduct, and document regular weekly meetings with the CCs, the A/E, NYCHA, and others, where necessary to plan and coordinate the work, discuss progress, and solve problems related to the Project. In addition, the CMa shall also attend weekly meetings with NYCHA and/or the A/E. Prepare and timely distribute meeting minutes and agendas. Special meetings will be scheduled as the need arises.

2.2.11 Reporting – The CMa shall prepare monthly written progress reports and deliver five (5) copies of same to NYCHA, no later than the 10th day of the following month. Such reports shall include the following information at a minimum:

2.2.11.1 Executive Summary – high level summary of the current progress and event changes from the previous month's report. The Summary must indicate whether the Project is on, or off schedule and any recovery steps that may be necessary.

2.2.11.2 Progress Narrative – supported by photographs and the Master Project Schedule to show progress.

2.2.11.3 Issues Report – a summary report on all critical and important issues, which require NYCHA's attention.

2.2.11.4 Change Orders – log the status of change orders (e.g., estimated, potential, proposed, pending, processed).

2.2.11.5 CCs Payment Summary – include a discussion of variances between amounts paid to date and the cash flow forecast.

2.2.11.6 Budget Report – include the total contracted amount, projection of labor usage through completion of the Project in terms of CMa personnel. The reports shall show the current earned value and planned value for each billable individual, and how they relate to

percentage of construction complete.

2.2.11.7 Incomplete Items and Deficiency Log – log of non-conforming or deficient work that details the date reported, ball in court, due date, status, and description.

2.2.11.8 Manpower Summary.

2.2.11.9 Foreseeable Risks that may impact the schedule, contract values, and budget.

2.2.11.10 Permit Log – detailing the permit date, issuing agencies, agency contact information, inspections pertaining to the permit and status of the same with status date, and the permit expiration date.

2.2.11.11 Closeout Status – Punch List, operation and maintenance manuals, warranties, training, as-built(s), etc.

2.2.11.12 Attachments – attach photographs, logs, reports, etc. which are germane to the issues report.

2.2.11.13 Lessons learned.

2.2.12 Safety – The CMa shall require the CCs to submit their site specific safety program and the CMa shall serve a central role in dissemination of safety-related information between the CCs and NYCHA. The CMa shall not have control over or charge of the work and the CMa shall not be responsible for CCs' means, methods, techniques, sequences or procedures, and/or for safety precautions and programs in connection with the work of the CCs, since these are solely the CCs' responsibility. The CMa shall however, have the requirement and right to implement an immediate stop work order or a corrective action to the CCs on behalf of NYCHA in the event of an unsafe work condition. The CMa shall notify NYCHA immediately after the event has been mitigated. The CMa shall not be responsible for CCs' failure to carry out the work in accordance with the CCs safety programs, and/or applicable safety rules and regulations. Nevertheless, the CMa shall promote safety and endeavor to guard against the creation of unsafe conditions by any CC. The CMa shall provide the services of a New York City licensed Site Safety Manager to prepare a site safety plan, where the Project involves façade restoration, rehabilitation and/or repair, or if the Project is of such magnitude that New York City Code requires the services of a Site Safety Manager onsite during construction.

2.2.13 Changes – The CMa shall review all supplementary bulletins prepared by the A/E prior to their issuance, prepare cost estimates, review CCs' proposals for acceptable quantities, quality, unit prices, and mark ups and submit formal written recommendations, including confidential memoranda to NYCHA, clearly delineating the scope of, and reason for,

the changed work. Evaluate the CCs' proposed adjustment to construction contract price and time, and assist NYCHA in negotiating change orders. Where changes are or may be the result of the A/E's error or omission, the CMa shall confidentially inform NYCHA of such, and shall track all such changes separately on NYCHA's behalf. Keep a log that documents events such as requests for information, supplementary bulletins, unforeseen conditions, scope creep, which lead to new proposals and/or change orders.

2.2.14 Partial Occupancy and Beneficial Use – The CMa shall assist NYCHA in determining the requirements and dates of partial occupancy of the work or beneficial use, substantial completion, and final acceptance or portions thereof, designated by NYCHA, and shall assist in obtaining any necessary temporary occupancy certificates, final occupancy certificates, or certificates of approval from the permitting agency. Review any lists prepared by the A/E of incomplete or unsatisfactory work, and prepare schedules for completing and correcting the work and monitor the completion/correction.

2.2.15 CCs' Claims and Disputed Work – The CMa shall promptly review CCs' claims for additional compensation and/or extension of time, whether these claims are received during or after construction. Where the work is disputed, the CMa shall promptly refer the matter(s) under dispute to the A/E for interpretation. The CMa shall confer with the A/E, and advise NYCHA on the quantum and merits of each claim, and/or recommended resolution of each dispute. At NYCHA's request, the CMa shall schedule and attend dispute resolution meetings related to each claim/dispute, whether or not such meetings are scheduled during the Construction or Post-construction Phase. With NYCHA's concurrence, prepare written response to CCs' claims, incorporating the A/E's determination, where applicable.

2.2.16 Field Office – The CMa will either be given field office space or shall provide, maintain and subsequently remove its own temporary offices, during the construction phase. The format of field office space to be used will be determined. All CMa's office equipment and supplies, including, but not limited to, telephones, computers (with software and high speed internet access), printers, copiers, scanners, facsimile machines, etc. shall be provided, maintained and subsequently removed by the CMa, and the cost of same shall be included in the associated cost of the Field Office.

2.3 POST-CONSTRUCTION PHASE SERVICES

2.3.1 Commencement and Duration – The Post-construction Phase will commence upon completion of the Construction Phase and will continue through Final Project Closeout.

2.3.2 Construction Contract Closeout – The CMa shall prepare all necessary

paperwork to finalize all contractor payments, obtain all required permits and/or Certificates of Occupancy, and submit all project documentation to NYCHA.

2.3.3 As-Built Drawings – The CMa shall compile Project record documents collected during the construction phase and supplement with any information collected following occupancy. The CMa shall review the as-built drawings provided by the CCs and verify the as-built drawings, to the best of the CMa's knowledge, based upon the CMa's observations during the progress of the Project, and documented during the actual construction of the Project. The CMa shall then transmit the verified as-built drawings to the A/E for the preparation of record drawings.

2.3.4 Training – The CMa shall schedule and record/document the training of NYCHA's personnel with respect to the operation and maintenance of building components and systems.

2.3.5 Final Project Report – The CMa shall provide a detailed closure report with a summary of all contracts, permits, issues, lessons learned, and highlights from the Project.

2.4 EXTRA SERVICES

2.4.1 NYCHA may request additional services throughout the term of the Awarded Agreement. The CMa shall promptly respond to additional request for services not contained in the contracted Scope of Services, and the CMa shall provide a detailed scope of services with personnel, equipment, costs, duration, multiplier, as requested by NYCHA to complete the services.

2.5 ALLOWANCES

2.5.1 The CMa shall evaluate the need for each of the following typically expected authorized reimbursable expenses and distribute the total amount to each of the following categories:
2.5.1.1 Third-party testing and controlled inspection services.
2.5.1.2 Site investigation, utility location and mark-out services.
2.5.1.3 Specialty consultant services.
2.5.1.4 Shipping and courier services.
2.5.1.5 Relocation of the Firm's temporary field offices.
2.5.1.6 Reproduction, reporting, and other documents.

2.5.2 The CMa shall obtain written permission for any value in excess of $500.00 prior to any purchase or $1,000.00 in aggregate.

***** End of Section I *****

SECTION II: CMa SERVICES PROPOSAL INFORMATION

1. GENERAL

The CMa Proposer, by submitting its proposal, acknowledges that it has reviewed the Mini-Solicitation and has become familiar with the general content, and understands that this is a Quality Based Selection, and that the CMa Proposer attests to their ability to perform all the work required. Technical Proposals submitted in response to this Mini-Solicitation must follow the format requirements set out in the following sections.

2. MINI-SOLICITATION TIMETABLE

2.1 The release date of this Mini-Solicitation is **Thursday, October 18, 2012** (**Release Date**).

2.2 NYCHA will endeavor to provide all firms that received a copy of this RFP with any questions posed, along with NYCHA's responses, no later than five (5) business days following the receipt of any questions.

2.3 Proposals must be received by NYCHA no later than 4:00 pm on **Wednesday, November 7, 2012** (**Submission Deadline**).

2.4 The anticipated award of the CMa Task Order is on or about October 31, 2012.

3. POSTPONEMENT OR CANCELLATION OF THIS MINI-SOLICITATION; REJECTION OF PROPOSAL

NYCHA reserves the right to postpone or cancel this Mini-Solicitation, to reject any and all Proposals, to solicit new Proposals and/or not award any CMa Task Order pursuant to this Mini-Solicitation if NYCHA shall deem it in its best interest to do so.

4. COST INCURRED BY PROPOSERS

NYCHA is not liable for any costs that a Proposer incurs in connection with preparing its Proposal, for any work performed in connection therewith, or for travel expenses related thereto (including, without limitation, expenses related to attending the Proposers' Conference or interviews with NYCHA in connection with the Proposal evaluation process). NYCHA's receipt of a Proposal from a Proposer in no way obligates NYCHA to that party.

5. IMPLEMENTATION OF "SECTION 3" HUD MANDATE

The following and **Exhibit D, Section 3 Clarifications**, are provided to clarify **Exhibit C, Section 3 Hiring Plan** "Employment, Training and Contracting Opportunities for Low-Income Persons, Section 3 of the Housing and Urban Development Act of 1968."

5.1 Section 3 is a HUD mandate that employment and other economic opportunities generated by federal assistance to public housing authorities shall, to the greatest extent feasible, be directed to public housing residents and other low and very-low income persons of the community.

5.2 The selected CMa(s) and their sub-contractors and sub-consultants will be required to demonstrate, during their responses to the Mini-Solicitations, compliance with Section 3; (i) by committing to employ "**Section 3 Residents**" (public housing residents and other low and very-low income persons of the community) as 30% of the aggregate number of new hires for the work generated under the CMa Contract to be issued in connection with this RFP; or (ii) by committing to employ "**Section 3 Residents**" (public housing residents and other low and very-low income persons of the community) as 15% of the aggregate labor costs generated under their specific CMa Contract.

5.3 Section 3 Employment also applies to hiring "**Section 3 Business Concerns**" as sub-consultants that provide economic opportunities to low and very-low income persons. "Section 3 Business Concerns" are businesses that:

5.3.1 are 51% or more owned by Section 3 Residents;

5.3.2 employ Section 3 Residents for at least 30% of their permanent, full-time workforce;

5.3.3 subcontract at least 25% of the total dollar amount of all subcontracts to the above-mentioned businesses.

5.4 NYCHA's first priority for hiring under Section 3 is for residents of its Developments. Proposers are required to submit a Section 3 Hiring Plan (**Hiring Plan**) for NYCHA's review and approval. The Hiring Plan requires the Proposer to:

5.4.1 identify the number of positions by trade and skill level that will be targeted to be filled by Section 3 Residents; and

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

5.5 NYCHA's Resident Employment Services Department (**RES**) will assist the CMa to meet Section 3 requirements by referring qualified and eligible Section 3 Residents.

5.6 A completed **Exhibit C, Section 3 Hiring Plan** will be required to be placed in a separately sealed envelope labeled on the outside with the Proposer's name and heading, "**SECTION 3 HIRING PLAN**" with each Mini-Solicitation.

6. PROPOSAL SUBMISSION REQUIREMENTS

6.1 Each Proposer is required to submit one (1) signed original and six (6) copies of its Technical Proposal. If there are any differences between the original and any of the copies, the material in the original will prevail.

6.2 Each original Technical Proposal must be signed by a principal or officer of the CMa Proposer who is duly authorized to commit the CMa Proposer to fulfilling the Proposal. The copies may have original signatures or photocopies of the signatures. All Technical Proposals and accompanying materials become the property of NYCHA and will not be returned to the CMa Proposer.

6.3 The Proposer must include its complete return address on the outer envelope or wrapper enclosing any materials submitted in response to this Mini-Solicitation. Such outer envelope or wrapper should be sealed and addressed as follows:

FROM: Proposer's Name Proposer's Address	**TO:** New York City Housing Authority Capital Projects Division 90 Church Street, 10th Floor New York, NY 10007
Submission Deadline: **Wednesday, November 7, 2012**	Attn: Ms Lisa Roberts Mini-Solicitation Coordinator

6.4 Proposals may be mailed or hand delivered to NYCHA at the above address and must be **RECEIVED** by NYCHA no later than **4:00 p.m.** on the Submission Deadline date. Hand delivered Proposals will be accepted **ONLY** between the hours of 9:00 a.m. and 4:00 p.m., Mondays through Fridays, excluding holidays observed by NYCHA. NYCHA will **NOT** accept Proposals submitted electronically, such as via e-mail or fax.

7. PROPOSAL FORMAT REQUIREMENTS

The Proposal should be submitted in four parts, as outlined below, and should consist of a **maximum of twenty (20) pages**, excluding Fee Proposal sheets.

1. Staffing Plan and Schedule:

   - Provide the key names, titles, detailed resumes, project responsibilities and qualifications for staff that will be assigned to the Constructability Review, 90% Estimate Reconciliation, and the Pre-construction, Construction, and Post-construction portions of the Scope of Services outlined in Section I – Item 2. Personnel identified in the Proposal will be expected to remain assigned to the Project for the term of the Assignment. Requests for a change in key personnel assignments must be approved in advance in writing by NYCHA.
   - Identify the proposed individuals who will be overseeing the Testing Services, and directing, coordinating with, and possibly securing the services of a Testing Company.
   - Present three projects, one page each, which are of similar scope/magnitude, for which the Firm acted as the Construction Manager.
   - Provide an Organizational Chart which shows all proposed staffing for each Phase. Indicate staff member names, and also indicate where the Section 3 Resident Hires are to be utilized.
   - Provide an anticipated "high level" construction schedule that assumes a Notice to Proceed for a Contractor in the Second Quarter of 2013.

2. Proposed Technical Approach **(Maximum 5 Pages)**:

   - Describe the Firm's overall Technical Approach to monitoring the work tasks of the

Project to ensure the Project remains on schedule. The CMa should demonstrate a complete understanding of the intent and scope of the Project, as well as a clear and comprehensive approach to successfully managing the services.

- The Proposal shall include a description of the CMa's management and organizational approach, as they relate to the project. This should include the proposed effort for completing the scope of work on schedule and the methods the Proposer would use to coordinate its work with other Consultants and Contractors whose work must interface or connect with work performed by the Proposer.
- Outline the understanding of the Scope of Services including; complexities with performing the Services; coordination with NYCHA Residents; approaches and philosophies for dealing with anticipated Project challenges; past experience dealing with similar key issues/problems; and any additional issues or matters associated with this type of Project which the CMa believes should be addressed.

3. Section 3 Resident Hiring Plan:

- Outline the proposed Section 3 Hiring Plan and how the CMa plans to integrate NYCHA Resident Hires into the furnishing of the services.

4. Fee:

- Submit the completed Attachment 1 – Staffing Proposal indicating the planned staffing hours, hourly salary rates for each of the Phases of the Scope of Services. **Note: The "Hourly Salary Rates"; "Field Overhead Multiplier"; and the "Office Overhead Multiplier" submitted with the CMa's original Exhibit A in their ID/IQ Response must be used.**

8. TASK ORDER ASSIGNMENT

The CMa Task Order resulting from this Mini-Solicitation, if any, shall be awarded to the highest-rated responsive and responsible firm based on the evaluation factors as set forth in this Mini-Solicitation. Nothing contained herein shall obligate NYCHA to assign a CMa Task Order on the basis of this Mini-Solicitation. Any Task Order Assignment is subject to compliance with all provisions of Federal, State and local laws and executive orders requiring affirmative action and equal employment opportunity.

9. NYCHA RESOURCE DRAWINGS, DOCUMENTS AVAILABLE

At the **time of a response to a Mini-Solicitation**, the selected CMa's will be afforded access to the following resource drawings and documents:

- Upon request to NYCHA's Mini-Solicitation Coordinator, the proposing firm may view the current 90% Design Development Documents.
- NYCHA shall provide access for the Consultant to drawings from NYCHA's archive data files of computer drawings (**QWEB**), which illustrates existing site conditions at each location, to the extent that such records exist and are accessible. Access to this information will be provided to the Consultant and is for **informational purposes only**.

The Consultant will be provided assistance to access the NYCHA archive data files and will be allowed to make appropriate disk copies at no charge. Any and all software necessary to read and/or convert the data files is the sole responsibility of the Consultant. In addition, NYCHA shall provide the Consultant with whatever access NYCHA deems necessary and appropriate to other relevant NYCHA records.

The Consultant will be responsible for the review of these documents, including, but not limited to, an assessment of their relevance and accuracy. All existing conditions and dimensions relevant to the Project must be verified in the field by the Consultant.

The Proposer must indicate in its Proposal any resources and/or records that the Proposer believes it will need from NYCHA in order to implement the CMa Task Order.

10. HOURLY NOT TO EXCEED FEE

Not-To-Exceed Fee shall be construed to mean the CMa's actual, reasonable costs, subject to any limitation set forth in the CMa Contract and/or Mini-Solicitation, attributable and properly applicable to the conduct of the Proposer's business in the performance of the CMa Contract and/or Mini-Solicitation, and any other mutually agreed upon policies or regulations, as appropriate. Costs for each subcategory (line item) shall not exceed the allowable rates as set forth in the Fee Proposal, or as approved by future contract modification. Such costs shall be allocated to the following categories and respective subcategories and may include, but are not necessarily limited to:

10.1 Direct Labor

10.1.1 Gross Salaries and/or wages paid to employees for work on the Proposal and related project(s), for time actually spent by Proposer's employees in direct productive efforts.

10.1.2 The CMa's employees who charge their time to projects, shall not charge their non-project pay, such as holiday pay, vacation pay, or any other form of indirect pay which is included in the employees' gross wages, but such charges shall be included in the firm's Overhead Multipliers.

10.2 Indirect Costs

10.2.1 Applicable to straight time portion of sub-consultants, and site offices.

10.3 Allowances

10.3.1 Applicable to the value as set forth in the RFP for foreseeable allowances.

11. PAYMENT INTERVALS

Any CMa Proposer selected who enters into a CMa Contract with NYCHA, and who is subsequently issued a Task Order assignment, shall submit invoicing on a monthly interval basis for review and approval by NYCHA.

***** End of Section II *****

SECTION III: EVALUATION CRITERIA OF PROPOSERS' RESPONSE

1. MIMINUM QUALIFICATION REQUIREMENTS

NYCHA will consider only those Proposers that are able to demonstrate their qualifications and experience in providing the services described in this Mini-Solicitation. At least one (1) of the Proposer's Principals who will be primarily responsible for the performance of the services under the CMa Contract must be a Professional Engineer, or Certified Construction Manager.

2. EVALUATION CRITERIA

Proposals will be evaluated by a committee consisting of selected NYCHA personnel (**Evaluation Committee**). Proposals will then be evaluated by total points given to each Proposer in each of the below categories (**Technical Proposal Evaluation Criteria**). The figure in the parentheses listed for each category reflects the maximum number of points that will be awarded for that category.

Staffing Plan and Schedule	30%
Technical Approach	45%
Section 3 Resident Hiring Plan	10%
Proposed Fees and Allowances	15%

TOTAL up to 100 Points – Note that NYCHA reserves the right, in its sole discretion, to disqualify from further consideration the Proposal of any Proposer that does not receive a satisfactory number of points for any one of the Technical Proposal Evaluation Criteria listed above.

***** End of Section III*****

EXHIBIT C: SECTION 3 HIRING PLAN

(Included for INFORMATIONAL PURPOSES only; NOT required in response to Construction Management as Agent Services RFP)

*(**Must** be placed with Separate Sealed Envelope marked **"SECTION 3 HIRING PLAN")***

The Proposer should refer to Section C of the NYCHA General Terms and Conditions and Part 135 of Title 24 of the Code of Federal Regulations (the "**CFR**") for an explanation of the Proposer's Section 3 obligations that will be enforced as part of an awarded Agreement.

A. Section 3 Plan: The name of the individual authorized by Proposer to serve as the ***Section 3 Plan Officer*** is: _____.

B. Section 3 Residents: To the greatest extent feasible, the proposer must meet numerical goals for providing training and employment opportunities to Section 3 Residents as defined in **Exhibit D**, **Section A(1)**, attached hereto. The Proposer must provide preference in hiring and training to Section 3 Residents in the order of priority listed in **Exhibit D**, **Section A (2)**. Outline your current and anticipated workforce needs below. Attach additional sheets if necessary.

Workforce Analysis and Projection:

SKILLED WORKERS

JOB DESCRIPTION	**# OF CURRENT SKILLED WORKERS**			**# OF MAXIMUM PROJECTED SKILLED WORKERS (New Hires)**		
	Total	Cat 1&2	Cat 3&4	Total	Cat 1&2	Cat 3&4

UNSKILLED WORKERS

JOB DESCRIPTION	**# OF CURRENT UNSKILLED WORKERS**			**# OF MAXIMUM PROJECTED UNSKILLED WORKERS (*New Hires)**		
	Total	Cat 1&2	Cat 3&4	Total	Cat 1&2	Cat 3 &4

*New Hire shall mean a person who is not on the Proposer's payroll for employment at the time of Agreement award.

What actions will the Proposer take to recruit Skilled Workers and Unskilled Workers?

Which Resident Associations/Organizations will you contact?

_____

In which newspapers, magazines, journals or other periodicals will you advertise job openings?
_____

In which locations will you hang recruitment posters?
_____

Which labor unions, representatives of workers with which proposer has a collective bargaining agreement and apprentice programs will you contact?
_____

Will you contact NYCHA's Department of Resident Employment Services for a list of interested Category 1 and Category 2 residents?
_____

Will you use NYCHA's existing employment readiness programs and job placement assistance programs? _____

How else will you recruit Section 3 Residents?
_____

C. Section 3 Business Concerns: (1) The Proposer certifies that it meets the definition of a Section 3 Business Concern as defined in **Exhibit D**, **Section B (1)**, attached hereto, and satisfies one (1) of the categories of Section 3 Business Concerns as defined in **Exhibit D**, **Section B (2)**, (check the appropriate box of the category that describes proposer's business):

□ Category 1 Business; □ Category 2 Business; □ Category 3 Business;
□ Category 4 Business; or □ the proposer is not a Section 3 Business Concern

(2) To the greatest extent feasible, the proposer must meet numerical goals for awarding subcontracts to Section 3 Business Concerns. A statement explaining the Proposer's commitment to Section 3 must be sent to each sub-contractor and/or sub-consultant engaged under the Agreement. Outline your anticipated sub-contractor and/or sub-consultant needs in performing the Agreement below. Attach additional sheets if necessary.

Projected Number of Sub-contractor s and/or Sub-consultants

Type of Work Subcontracted or Sub-consulted	$ **Value of Subcontracts**

Projected Number of Subcontracts to be Awarded to Section 3 Business Concerns

Type of Work Subcontracted or Sub-consulted	$ **Value of Subcontracts**

Section 3 Business Concern Summary

a. Projected $ value of sub-contractor s	
b. Projected $ value of Section 3 sub-contractor s	
c. % of Section 3 sub-contractor s (b/a) X 100	

What actions will your company take to publicize opportunities for sub-contractor s and/or sub-consultants?

♦ Which Residents Associations/Organizations will you contact?

_____

♦ In which newspapers, magazines, journals or other periodicals will you advertise?

_____

♦ Which Business Associations will you contact?

_____

♦ In which locations will you hang recruitment posters?

_____

♦ How else will you identify sub-contractor s and/or sub-consultants?

_____

II. Certification of Section 3 Compliance

The Proposer hereby certifies by signing below, that it will comply with the Section 3 regulations as set forth in the NYCHA General Terms and Conditions and the CFR. The Proposer's Section 3 Plan Officer agrees to meet with any NYCHA residents submitted by NYCHA to Proposer for employment consideration and to provide documentation and reports required by NYCHA to confirm compliance with Section 3 requirements. Failure to make best efforts to comply with this hiring plan and Section 3 requirements may be deemed a breach of the Agreement and may result in sanctions, termination of the Agreement, or debarment or suspension from future contracts/agreements.

_____	_____
Signature of Partner or Corporate Officer	Date
_____	_____
Printed Name Title	
_____	_____
Firm	EIN #
_____	_____
Address	Telephone Number
_____	_____
	Fax Number

NOTE: Proposer shall not leave any blanks

****** End of Exhibit C ******

EXHIBIT D: SECTION 3 CLARIFICATIONS
(Included for INFORMATIONAL PURPOSES only; NOT required in response to Construction Management as Agent Services RFP)

A. Section 3 Residents

1. **Definition of "Section 3 Residents"**:

   a. A resident; or

   b. An individual who resides in the metropolitan area or non-metropolitan county in which the Section 3 Covered Assistance is expended and who is:

      (i) A "Low-Income Person," as this term is defined in section 3(b) (2) of the 1937 Act [42 U.S.C. 1437a (b) (2)]. Section 3(b)(2) of the 1937 Act defines this term to mean families (including single persons) whose incomes do not exceed 80 per centum of the median income for the area, as determined by the Secretary of HUD (with adjustments in the income ceilings by the Secretary of HUD from time to time); or

      (ii) A "Very-Low Income Person," as this term is defined in section 3(b) (2) of the 1937 Act [42 U.S.C. 1437a (b) (2)], which defines this term to mean families (including single persons) whose incomes do not exceed 50 per centum of the median family income for the area, as determined by HUD (with adjustments by the Secretary of HUD in the income ceilings from time to time).

2. Order of Priority for Section 3 Residents:

   a. **Category 1 Residents** – shall mean Section 3 Residents of the housing development or developments for which the Section 3 covered assistance is being expended in the performance of the work under the contract;

   b. **Category 2 Residents** – shall mean Section 3 Residents of other Authority housing developments;

   c. **Category 3 Residents** – shall mean participants in HUD Youthbuild Programs being carried out in the metropolitan statistical area in which the Section 3 Covered Assistance is being expended; and

   d. **Category 4 Residents** – shall mean other low-income and very-low income persons who are not Residents of public housing, but who reside in the metropolitan area or non-metropolitan county in which Section 3 Covered Assistance is being expended.

B. Section 3 Business Concerns

1. Definition of "Section 3 Business Concern"

Section 3 Business Concern shall mean a business concern that meets either one of the following descriptions:

   a. that is 51% or more owned by Section 3 Residents; or

   b. whose permanent, full-time employees include persons, at least 30% of whom are currently Section 3 Residents, or who, within three years of the date of first employment with the business concern, were Section 3 Residents; or

   c. That provides evidence of a commitment to subcontract in excess of 25% of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications set forth in paragraphs (a) and (b) in this definition of **"**Section 3 Business Concern."

2. Categories of Section 3 Business Concerns:

a. **Category 1 Business** – shall mean business concerns that are 51% or more owned by residents of the housing development or developments for which the Section 3 Covered Assistance is expended, or whose full-time, permanent workforce includes at least 30% of these persons as employees;

b. **Category 2 Business –** shall mean business concerns that are 51% or more owned by residents of other housing developments or developments managed by the public housing authority that is expending the Section 3 Covered Assistance, or whose full-time, permanent workforce includes at least 30% of these persons as employees;

c. **Category 3 Business** – shall mean HUD Youthbuild programs being carried out in the metropolitan area (or non-metropolitan county) in which the Section 3 Covered Assistance is expended; and

d. **Category 4 Business** – shall mean business concerns that are 51% or more owned by Section 3 Residents, or whose permanent, full-time workforce includes at least 30% of Section 3 Residents, or that subcontract in excess of 25% of the total amount of subcontracts to business concerns identified as Category 1 Business or Category 2 Business.

****** End of Exhibit D ******