New York City Housing Authority
New York, NY 10007

Request for Quotation 528346

Title	**SMD_Service_Instalation V/C Floor tile in Apartments-Tompkins Houses, BK06**		
Preview Date	**Not Specified**	Open Date	**16-OCT-2026 14:00:00**
Close Date	**10-NOV-2026 14:00:00**	Award Date	**Not Specified**
Time Zone	**Eastern Time**		

Note **Requirement Contract for Installation of V/C Floor Tile in Apartments-Tompkins Houses, Located in Brooklyn Neighborhood (BK06), Brooklyn.**
No Bid Security Required.
NYCHA intends to separately solicit and award a series of Nine (9) requirement contracts for Installation V/C Floor Tile in Apartments-Development Specific pursuant to RFQ#s528343-Marcy Houses, 528344-Roosevelt I/ Roosevelt II Houses, 528345- Sumner/Bed-Stuy Rehab/ 303 Vernon Ave, 528346- Tompkins Houses, 528347-Borinquen I/ Borinquen II, 528348-Bushwick Houses, 528349-Cooper Park, 528350- Taylor-Wythe & 528351-Unity Plaza/ L I Baptist (or this "Bid Series").
Contract Term: The Term of this contract shall be for a period of three (3) years from the award date established on NYCHA's Blanket Purchase Order or the issuance of the Notice to Proceed Order. NYCHA, in its sole discretion, shall have the option to extend the Term of this contract with up to two (2) one-year renewal periods.

Limiting Award Provision: NYCHA has determined that it is in the best interest of NYCHA to award only one (1) of the Requirement contracts in this Bid Series to the lowest responsive, responsible individual Contractor, subject to the award limiting language ("Step 1"). Subject to NYCHA's responsive and responsibility determinations of the Bidder and the award limiting language set forth herein, to the extent there are other Requirement contracts in this Bid Series that are not yet awarded after Step 1, NYCHA, in its sole and absolute discretion, may award up to One (1) additional contract(s) to a Contractor or Contractors that has, pursuant to Step 1, been awarded the maximum number of contracts in this Bid Series ("Step 2").

Solicitations Subjected to Davis Bacon Prevailing Wage Schedule: Labor Law 220i Registration Certificates and Certification.
As a precondition to submitting its Bid, the Bidder and each subcontractor identified by the Bidder in its Bid, must be registered with the New York State Department of Labor ("NY DOL") pursuant to Article 8, Section 220-i of the New York State Labor Law ("LL 220-i"). Instructions on how to register can be found at https://dol.ny.gov/contractor-and-subcontractor-landing.

Pre-qualification: To be considered eligible for the award, a bidder must pre-qualify as an "Approved Supplier via NYCHA-Tile Pre-Qualification List (PQL) and appear on the active approved vendor list https://www.nyc.gov/site/nycha/business/nycha-pql.page
Section 3 REO & OEO Plans: Section 3 REO & OEO Plans must be submitted via eComply, https://nycha.ecomply.us/ and no later than Bid Submission Deadline.

Bidders are advised to carefully and thoroughly review all attached documents below; along with the Special Notices and Conditions, Instructions to Bidders, and General Conditions, before submitting their bids. To access these documents, please click on the "Contract Terms" tab above and select "Preview

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For detailed & additional information pertaining to RFQ/ Solicitation Series, See Attachment(s):
"Description & Note to Supplier-Solicitation Series"

Please respond thru our Electronic Procurement system:

Company	**NYCHA**
Buyer	**PIERRE-LOUIS, ERNESTE**
Location	**NYCHA** **VARIOUS DELIVERY POINTS** **141** **New York, NY** **United States**
Phone	**Not Specified**
Fax	
Email	**Erneste.Pierre-Louis@nycha.nyc.gov**

When submitting your response, please include the following information.

Your Company Name	
Address	
Contact Details	
Response Valid Until	

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Table of Contents

1 Header Information....4
1.1 General Information....4
1.2 Terms....6
1.3 Requirements....6
1.4 Attachments....8
2 Price Schedule....10
2.1 Line Information....10
2.2 Line Details....11
2.2.1 Line 1....11
2.2.2 Line 2....11
2.2.3 Line 3....12
2.2.4 Line 4....12
2.2.5 Line 5....12
2.2.6 Line 6....12
2.2.7 Line 7....12
2.2.8 Line 8....12
2.2.9 Line 9....12
2.2.10 Line 10....13
2.2.11 Line 11....13
2.2.12 Line 12....13

1 Header Information

1.1 General Information

Title **SMD_Service_Instalation V/C Floor tile in Apartments-Tompkins Houses, BK06**

Description **Requirement Contract for Installation of V/C Floor Tile in Apartments-Tompkins Houses, Located in Brooklyn Neighborhood (BK06), Brooklyn.**
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Section 3 REO & OEO Plans: Section 3 REO & OEO Plans must be submitted via eComply, https://nycha.ecomply.us/ and no later than Bid Submission Deadline.

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Close Date	**10-NOV-2026 14:00:00**	Award Date	**Not Specified**
Time Zone	**Eastern Time**	Buyer	**PIERRE-LOUIS, ERNESTE**
Quote Style	**Sealed**	Email	**Erneste.Pierre-Louis@nycha.nyc.gov**
Outcome	**Blanket Purchase Agreement**		

Note Requirement Contract for Installation of V/C Floor Tile in Apartments- Tompkins Houses, Located in Brooklyn Neighborhood (BK06), Brooklyn.
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1.2 Terms

Effective Start Date	**Not Specified**	Effective End Date	**Not Specified**
Ship-To Address	**BROOKLYN PROPERTY MANAGEMENT BROOKLYN PROPERTY MANAGEMENT 346044 Brooklyn, NY 11207 United States**	Bill-To Address	**NYCHA Disbursements ATTN: Disbursements P O Box 3636 147 New York, NY 10008-3636 United States**
Payment Terms	**30 Net**	Carrier	
FOB	**Destination**	Freight Terms	**Prepaid**
Currency	**USD (US Dollar)**	Price Precision	**Any**
Total Agreement Amount (USD)	**Not Specified**	Minimum Release Amount (USD)	**Not Specified**

1.3 Requirements

General
Have you created a login into the Procurement and Sourcing Solutions Portal (PASSPort)? Vendor Login and Registration Link: http//www1.nyc.gov/site/mocs/systems/about-go-to-passport.page ..... Provide your answer below
Minimum Qualifications: Do you meet"All" the minimum qualifications set forth in the Form ofproposal? ..... Provide your answer below

General
NYCHA's Tile Pre-Qualified List: Willyour firm be eligible for consideration of award; satisfying the criteria of"Pre-approved for NYCHA's Tile Pre-Qualified List" or a "TilePQL Application" on file as of the bid closing date? ..... Provide your answer below
Insurance Template: Have you reviewed theinsurance requirements associated with this RFQ; and factored the applicablecost in your proposal, and will produce evidence of insurance if your bid isselected for award? ..... Provide your answer below
NYCHA RFQ Bid Requirement Documents: Have youreviewed and completed the NYCHA Bid Requirement Documents-Exhibits? ..... Provide your answer below
Acknowledge the new debarment forms located in the Exhibitssection of the required bid documents. ..... Provide your answer below
Acknowledge , as a precondition to submitting its bid , theBidder (and each Subcontractor identified by the Bidder) in its Bid areregistered with the New York State Department of Labor pursuant to Article 8,Section 220i of the NYS Labor Law("LL 220-i"). ..... Provide your answer below
Contractor Experience Form: Did yousubmit completed and Notarized Contract Experience Form,

General
reference satisfactoryexperience and provide supporting documentation foreach Non-NYCHA contract; include PO# for NYCHA contract(s) listed; pereach on the Contract Experience Form all in accordance with thecriteria outlined in the Form of Proposal? ..... Provide your answer below
eComply Submission Requirement: Did you separately submit and upload the Section 3Resident Economic Opportunity (REO) Plan via eComply , https://nycha.ecomply.us/ . prior to Bid Closing Date/Time? Note, failure to do sowill result in a non-responsive determination. ..... Provide your answer below
Bid Work Sheet: Didyou complete and affix a copy of the RFQ Bid Worksheet with your Proposal? ..... Provide your answer below
What is your Total Evaluated Base Bid ($)? ..... Provide your answer below

1.4 Attachments

Name	Data Type	Description
Notice to Supplier(s) /Bidder(s)	File	Line-item number 067001087 Clarification "PLEASE READ"
Prevailing Wage.General Decision-NY20260003-Modification-0x-08132026.pdf	File	Prevailing Wage.Davis Bacon.08.13.2026
Template 07-Template 07 - Construction - Low-Med Risk - Final as of 7-6-	File	Risk Finance Insurance Requirement
General Rules of Behavior for On-Site Consultants.pdf	File	NYCHA's General Rules of Behavior on Site Consultants
Installation of Vinyl Composition Floor Tile In	File	Bid Factor Worksheet - Tompkins Houses.Installation of VC Floor Tile In

Name	Data Type	Description
Apartments Tompkins.xlsx		Apartments
Bid Requirement Documents (Writable Version). rev 01.26.2026	File	Bid Requirement Documents (Writable Version). rev 01.26.2026
Note to Supplier-Submission Instructions of Section 3 Resident Economic Plan	File	Submission Instructions-Section 3 REO Plan via eComply
iSupplier Quick Guide - New Standard 10-8-20.pdf	File	iSupplier Quick Guide - New Standard
RFQ# 528346-Specifications.V/C Floor Tile in Apartments	File	Specifications. Tompkins Houses, BK06.V/C Floor Tile in Apartments.rev.10.16.2026
Brooklyn Development Management Contact List	File	Supplemental Attachment.NYCHA Brooklyn Development Management Contact List
Tompkins Houses.Requirement.FOP.VC Floor Tile in Apartment 10.16.2026.pdf	File	Form of Proposal (FOP)-Tompkins Houses,BK(06).VC Floor Tile in Apartment. rev.10.16.2026
Passport Instructions to Vendors (MOCS)	File	Passport Instructions to Vendors
Passport User Manual Vendors Account Management.2020.pdf	File	Passport User Manual Vendors Account Management
Section 48- Oracle Conditions12.17.2020	File	Section 48- Oracle Conditions12.17.2020
Notice of NYCHA's Disqualification of Vendors Standard Procedure	File	Notice of NYCHA's Disqualification of Vendors Standard Procedure
Notice to Supplier-NYCHA's Skill Trade-Tile PQL 01.30.2026	File	NYCHA's Skilled Trades Pre-Qualification Program-Tile PQL
Description & Note to Supplier-Solicitation Series	File	Description Header.VC Floor Tile in Apts.pdf

2 Price Schedule

2.1 Line Information

Display Rank As **1,2,3...**
Ranking **Price Only**
Cost Factors **Buyer & Supplier**
Suppliers see their response price transformed **Yes**

Line	Item, Rev	Target Quantity	Unit	Unit Price	Amount
1 Tompkins Hs-INSTALLATION OF TILE (MOVE-OUT APARTMENTS), 3 Rooms	067001003	111	EACH		
2 Tompkins Hs-IINSTALLATION OF TILE (MOVE-OUT APARTMENTS), 4 Rooms	067001004	144	EACH		
3 Tompkins Hs-IINSTALLATION OF TILE (MOVE-OUT APARTMENTS), 5 Rooms	067001005	60	EACH		
4 Tompkins Hs-IINSTALLATION OF TILE (MOVE-OUT APARTMENTS), 6 Rooms	067001006	42	EACH		
5 Tompkins Hs-IINSTALLATION OF TILE (MOVE-OUT APARTMENTS), 7 Rooms	067001007	24	EACH		
6 Tompkins Hs-IINSTALLATION OF TILE (OCCUPIED APARTMENTS), 3 Rooms	067001013	21	EACH		
7 Tompkins Hs-IINSTALLATION OF TILE (OCCUPIED APARTMENTS), 4 Rooms	067001014	45	EACH		
8 Tompkins Hs-IINSTALLATION OF TILE (OCCUPIED APARTMENTS), 5 Rooms	067001015	27	EACH		
9 Tompkins Hs-IINSTALLATION OF TILE (OCCUPIED APARTMENTS), 6 Rooms	067001016	21	EACH		
10 Tompkins Hs-IINSTALLATION OF TILE (OCCUPIED APARTMENTS), 7	067001017	6	EACH		

Line	Item, Rev	Target Quantity	Unit	Unit Price	Amount
Rooms					
11 Tompkins Hs-IREMOVAL OF NON-ASBESTOS CONTAINING FLOOR COVERINGS, INCLUDING BUT NOT LIMITED TO: VINYL COMPOSITION FLOOR TILE, LINOLEUM, SELF ADHESIVE FLOOR TILE, CARPET, CERAMIC FLOOR TILE, WOOD FLOORING, ETC. (UN-OCCUPIED APARTMENTS)	067001087	7,500	SQUARE FOOT		
12 Tompkins Hs-IREMOVE AND REPLACE VINYL COVE BASE IN COMPLETE INDIVIDUAL ROOM(S) AND/OR AREAS WITHIN AN APARTMENT (MOVE-OUTS & OCCUPIED APARTMENTS)	067001020	12,744	LINEAR FOOT		

2.2 Line Details

2.2.1 Line 1 Tompkins Hs-INSTALLATION OF TILE (MOVE-OUT APARTMENTS), 3 Rooms

Category	**TL-TILE.1CM**	Start Price (USD)	**Not Specified**
Shopping Category	**TL-TILE.1CM**	Target Price (USD)	**Not Specified**
Minimum Release Amount (USD)	**Not Specified**		
Estimated Total Amount (USD)	**Not Specified**		

2.2.2 Line 2 Tompkins Hs-IINSTALLATION OF TILE (MOVE-OUT APARTMENTS), 4 Rooms

Category	**TL-TILE.1CM**	Start Price (USD)	**Not Specified**
Shopping Category	**TL-TILE.1CM**	Target Price (USD)	**Not Specified**
Minimum Release Amount (USD)	**Not Specified**		
Estimated Total Amount (USD)	**Not Specified**		

2.2.3 Line 3 Tompkins Hs-IINSTALLATION OF TILE (MOVE-OUT APARTMENTS), 5 Rooms

Category	**TL-TILE.1CM**	Start Price (USD)	**Not Specified**
Shopping Category	**TL-TILE.1CM**	Target Price (USD)	**Not Specified**
Minimum Release Amount (USD)	**Not Specified**		
Estimated Total Amount (USD)	**Not Specified**		

2.2.4 Line 4 Tompkins Hs-IINSTALLATION OF TILE (MOVE-OUT APARTMENTS), 6 Rooms

Category	**TL-TILE.1CM**	Start Price (USD)	**Not Specified**
Shopping Category	**TL-TILE.1CM**	Target Price (USD)	**Not Specified**
Minimum Release Amount (USD)	**Not Specified**		
Estimated Total Amount (USD)	**Not Specified**		

2.2.5 Line 5 Tompkins Hs-IINSTALLATION OF TILE (MOVE-OUT APARTMENTS), 7 Rooms

Category	**TL-TILE.1CM**	Start Price (USD)	**Not Specified**
Shopping Category	**TL-TILE.1CM**	Target Price (USD)	**Not Specified**
Minimum Release Amount (USD)	**Not Specified**		
Estimated Total Amount (USD)	**Not Specified**		

2.2.6 Line 6 Tompkins Hs-IINSTALLATION OF TILE (OCCUPIED APARTMENTS), 3 Rooms

Category	**TL-TILE.1CM**	Start Price (USD)	**Not Specified**
Shopping Category	**TL-TILE.1CM**	Target Price (USD)	**Not Specified**
Minimum Release Amount (USD)	**Not Specified**		
Estimated Total Amount (USD)	**Not Specified**		

2.2.7 Line 7 Tompkins Hs-IINSTALLATION OF TILE (OCCUPIED APARTMENTS), 4 Rooms

Category	**TL-TILE.1CM**	Start Price (USD)	**Not Specified**
Shopping Category	**TL-TILE.1CM**	Target Price (USD)	**Not Specified**
Minimum Release Amount (USD)	**Not Specified**		
Estimated Total Amount (USD)	**Not Specified**		

2.2.8 Line 8 Tompkins Hs-IINSTALLATION OF TILE (OCCUPIED APARTMENTS), 5 Rooms

Category	**TL-TILE.1CM**	Start Price (USD)	**Not Specified**
Shopping Category	**TL-TILE.1CM**	Target Price (USD)	**Not Specified**
Minimum Release Amount (USD)	**Not Specified**		
Estimated Total Amount (USD)	**Not Specified**		

2.2.9 Line 9 Tompkins Hs-IINSTALLATION OF TILE (OCCUPIED APARTMENTS), 6 Rooms

Category	**TL-TILE.1CM**	Start Price (USD)	**Not Specified**
Shopping Category	**TL-TILE.1CM**	Target Price (USD)	**Not Specified**
Minimum Release Amount (USD)	**Not Specified**		
Estimated Total Amount (USD)	**Not Specified**		

2.2.10 Line 10 Tompkins Hs-IINSTALLATION OF TILE (OCCUPIED APARTMENTS), 7 Rooms

Category	**TL-TILE.1CM**	Start Price (USD)	**Not Specified**
Shopping Category	**TL-TILE.1CM**	Target Price (USD)	**Not Specified**
Minimum Release Amount (USD)	**Not Specified**		
Estimated Total Amount (USD)	**Not Specified**		

2.2.11 Line 11 Tompkins Hs-IREMOVAL OF NON-ASBESTOS CONTAINING FLOOR COVERINGS, INCLUDING BUT NOT LIMITED TO: VINYL COMPOSITION FLOOR TILE, LINOLEUM, SELF ADHESIVE FLOOR TILE, CARPET, CERAMIC FLOOR TILE, WOOD FLOORING, ETC. (UN-OCCUPIED APARTMENTS)

Category	**TL-TILE.1CM**	Start Price (USD)	**Not Specified**
Shopping Category	**TL-TILE.1CM**	Target Price (USD)	**Not Specified**
Minimum Release Amount (USD)	**Not Specified**		
Estimated Total Amount (USD)	**Not Specified**		

2.2.12 Line 12 Tompkins Hs-IREMOVE AND REPLACE VINYL COVE BASE IN COMPLETE INDIVIDUAL ROOM(S) AND/OR AREAS WITHIN AN APARTMENT (MOVE-OUTS & OCCUPIED APARTMENTS)

Category	**TL-TILE.1CM**	Start Price (USD)	**Not Specified**
Shopping Category	**TL-TILE.1CM**	Target Price (USD)	**Not Specified**
Minimum Release Amount (USD)	**Not Specified**		
Estimated Total Amount (USD)	**Not Specified**		

Contract Terms and Conditions

Table of Contents

SPECIAL NOTICES AND CONDITIONS 16
1. Funding Source 16
2. Bid Bond Requirements 16
3. Section 3 And Resident Employment Program Documents 16
4. PASSPort 16
5. Required Affidavits, Certifications And Licenses 17
6. Performance and Payment Bonds Not Required 17
7. Insurance Generally 17
8. Formation Of Contract & Incorporation Of Contract Documents 17
9. Tax Exemption and Charges 17
10. Term Of Contract 17
11. Liquidated Damages 17
12. Basis For Award And Payment 18
13. Quantities 18
14. Partial Payments 18
15. Prevailing Wages 18
16. The Authority 19
17. Administering Department 19
18. Fee For Bid Documents 19
INSTRUCTIONS TO BIDDERS 19
Section 1 - Submission Of Proposals 19
Section 2 - Examination Of Site; Examination Of Contract Documents By Bidder 19
Section 3 - Interpretations And Addenda 20
Section 4 - Incorporation Of Contract Documents 20
Section 5 - Bidders' Qualifications 20
Section 6 - Intentionally Omitted Section 20
Section 7 - Receipt And Modification Of Proposals; Opening Of Proposals 20
Section 8 - Withdrawal Of Proposals 20
Section 9 - Award Of Contract; Rejection Of Proposals 22
Section 10 - Intentionally Omitted Section 22
Section 11 - Unit Prices 22
Section 12 - Equal Employment Opportunity - Affirmative Action 22
Section 12A - NYCHA's Office of Resident Economic Empowerment & Sustainability; Section 3 Hiring 22
Section 13 - Equal Employment Opportunity - Affirmative Action For Federally Funded Contracts 23
Section 14 - Various Bidder Representations and Certifications 23
Section 15 - Protests 24
Section 16 - Receipt Of Notices 26
Section 17 - Additional Clauses For State Funded Contracts 26
Section 18 - Project Labor Agreement and Letters of Assent 26
Section 19 - Labor Law 220-i Registration Certificates and Certification 26
GENERAL CONDITIONS 27
Section 1 - Definition Of Terms 27
Section 2 - Performance 27
Section 3 - Contract Drawings 28
Section 4 - Amendments And Addenda 28
Section 5 - Partial Payments 28
Section 6 - Final Payment 29
Section 7 - Authority's Right To Withhold Money Out Of Payments; Liens 30
Section 8 - Modifications Of Compensation; Changes In The Work 31
Section 9 - Differing Site Conditions 31
Section 10 - Extra Or Omitted Work 31
Section 11 - Time Of Essence 31
Section 12 - Time For Commencement And Notification To Proceed 31
Section 13 - Time For Completion 31
Section 14 - Delays In Performance; Extensions Of Time 32
Section 15 - Suspension Of Work 32
Section 16 - Risks; Indemnification 32
Section 17 - Intentionally Omitted 32
Section 18 - Types And Amounts Of Insurance Required 32
Section 19 - Sureties 34
Section 20 - Defaults 34
Section 21 - Rights And Remedies Of Contractor 35
Section 22 - Disputes As To The Work 35

Section 23 - Claims 35
Section 24 - Use And Care Of Premises; Parking 35
Section 25 - Precautions To Be Taken; Clean Air And Water 36
Section 26 - Intentionally Omitted 36
Section 27 - Compliance With Laws And Regulations 36
Section 28 - Order Of The Work; Blanket Purchase Order Releases 36
Section 29 - Assignment Of Buildings 37
Section 30 - Fitting And Coordination Of The Work 37
Section 31 - Progress Chart; Attendance At Regularly Schedules Job Meetings 37
Section 32 - Inspection And Tests 37
Section 33 - Correction And Replacement Of Defective Or Damaged Work 38
Section 34 - Materials And Workmanship; Patents 38
Section 35 - Reference By Name, Technical Words, Number, Or Symbol: "Equal" Defined 39
Section 36 - Samples 39
Section 37 - Cooperation With Other Contractors 39
Section 38 - Loss Caused By Or To Other Contractors 39
Section 39 - Work Of Other Contractors 40
Section 40 - Assignments and Subcontracting 40
Section 41 - Subcontracts 40
Section 42 - Compliance With Labor Laws And Regulations 41
Section 43 - Prevailing Wage Rates 41
Section 44 - Employment Of Apprentices And Trainees 44
Section 45 - Payment Of Wages And Obligations 44
Section 46 - Hours Of Work; Overtime 44
Section 47 - Labor Reports And Payroll Records 45
Section 48 - Contractor's Employees; Local Employment 45
Section 49 - Labor Standards Provisions - Applicable To Federally Funded Contracts 46
Section 49a - Contract Work Hours And Safety Standards Act 46
Section 50 - Non Discrimination - Equal Opportunity 46
Section 50A - Equal Opportunity for Workers with Disabilities 47
Section 51 - Final Inspection 47
Section 52 - Certificate Of Final Acceptance 47
Section 53 - Contractor's Guarantees 47
Section 54 - Cleaning Up 47
Section 55 - Limitation Of Action Or Special Proceedings - Waiver Of Jury - Choice Of Law And Choice Of Forum 47
Section 56 - Contractor's Warranties 48
Section 57 - Non-Liability Of The Members Of The Authority And Others 48
Section 58 - Modification Of Contract 48
Section 59 - Communications 48
Section 60 - Provisions Of Law Deemed Inserted 48
Section 61 - Investigations; Cancellation and Disqualification Under Certain Circumstances 48
Section 62 - No Estoppel Or Waiver 49
Section 63 - Changed Circumstances 50
Section 64 - Termination For Convenience 50
Section 65 - Completion Of Contract Work, Including Punch List Work; Contractor's Liability For Failure To Take Corrective Actions 50
Section 66 - Compliance With Environmental Laws and Energy Standards 50
Section 67. Compliance With Policies 51
Section 68 - Electronic Submissions 51
Supplemental Clause 1. Right to Audit, Maintenance of Books and Records 51
Supplemental Clause 2. Investigations 52
Supplemental Clause 3. Compliance with the Contract Work Hours and Safety Standards Act 53
Supplemental Clause 4. Royalties and Patents 53
Supplemental Clause 5. Procurement of Recovered Materials 53
Supplemental Clause 6. Byrd Anti-Lobbying Amendment 54
Supplemental Clause 7. HUD Reporting Requirements 54
Supplemental Clause 8. Rights in Data (Ownership and Proprietary Interest) 54
Supplemental Clause 9. Dissemination or Disclosure of Information 54
Supplemental Clause 10. Contractor's Status 54
Supplemental Clause 11. Limitation on Payments to Influence Certain Federal Transactions 54
Supplemental Clause 12. Liens 57
Supplemental Clause 13. No Bribe, Kickback or Other Inducement 57

Terms and Conditions

SPECIAL NOTICES AND CONDITIONS

1. FUNDING SOURCE

This Contract is (_____) Federally, _____
State, and/or (_____) City funded.

2. BID BOND REQUIREMENTS

Bid Bonds are not required.

3. SECTION 3 AND RESIDENT EMPLOYMENT PROGRAM DOCUMENTS

(a) If the value of the Contact exceeds $250,000, then:

1. The Contractor shall complete and submit the *Section 3 Hiring Plan* (NYCHA Form 136.122) with its bid. If the Contract includes professional services and the Contractor does not anticipate hiring any Section 3 residents and/or subcontracting with Section 3 business concerns in connection with these services, then the Contractor must also submit the, *Section 3 Other Economic Opportunities* ("**OEO**") *Plan* (NYCHA Form 136.137) with its bid.
2. If NYCHA approves the Contractor's *Section 3 Hiring Plan*, then the Contractor must submit the *Section 3 Hiring Summary* (NYCHA Form 136.005) with each payment request (which may include certified payroll form *Periodical Estimate for Partial Payments* (NYCHA Form 060.264)), even if there are no Section 3 resident hires or subcontracts to Section 3 business concerns during the timeframe covered by the payment request. Employee names and information provided in the payment request must match the information in the *Section 3 Hiring Summary*.
3. If applicable, and if NYCHA approves the Contractor's *Section 3 OEO Plan*, then the Contractor must submit the *Section 3 OEO Outcome Summary* (NYCHA Form 077.005) with each payment request.
4. The Contractor must complete and submit Job Order Forms detailing job vacancy specifications to NYCHA's Office of Resident Economic Empowerment & Sustainability ("**REES**") throughout the duration of the Contactor in order to receive appropriate resident referrals.
5. The Contactor must complete and submit an Employment Verification Form to REES for each Section 3 resident hired, and the employee names and information provided must match the information in the *Section 3 Hiring Summary*.
6. The Contractor must use the REES Referral tracker, as directed by REES, to provide feedback on each REES job referral within one week of receiving the referral.
7. The Contractor's Section 3 Plan Officer shall meet as needed with NYCHA residents and staff and provide the documentation and reports required by NYCHA to confirm compliance with the Section 3 requirements. Failure to comply may be deemed a material breach of the Contract and may result in sanctions, termination of the Contract and/or unsatisfactory performance evaluation, cautions reported, and affect award of future contracts.

(b) If the value of the Contract is $250,000 or less, then:

1. The Contractor shall contact REES at (718) 289-8100 for possible sourcing of residents if the Contractor has the need to hire new person(s) to complete the Contract.
2. The Contractor must submit the *Section 3 Hiring Summary* (NYCHA Form 136.005) with each payment request, even if there are no Section 3 resident hires or subcontracts to Section 3 business concerns during the timeframe covered by the payment request; and
3. The Contractor's Section 3 Plan Officer shall meet as needed with NYCHA residents and staff and provide the documentation and reports required by NYCHA to confirm compliance with the Section 3 requirements. Failure to comply may be deemed a material breach of the Contract and may result in sanctions, termination of the Contract and/or unsatisfactory performance evaluation, cautions reported, and affect award of future contracts. ``

4. PASSPORT

PASSPort is an on-line disclosure system used by the Mayor's Office of Contract Services that replaces the paper-based VENDEX system. Information regarding PASSPort is accessible at:

https://www.nyc.gov/site/mocs/passport/passport-faqs.page <last accessed on June 12, 2026>. The bidder must create a PASSPort account and file all required disclosures. If the bidder omits any answer or provides a partial answer to any of the required disclosures, the Authority will consider said disclosures to be incomplete. The bidder must keep its PASSPort account and disclosures up-to-date for at least 180 calendar days following the opening of the bids and the information disclosed by the bidder in its PASSPort account may be relied on by the Authority in determining the responsibility of the bidder. The bidder can

create a PASSPort profile and/or login to PASSPort at:
https://www.nyc.gov/site/mocs/passport/about-passport.page <last accessed on June 12, 2026>.

5. REQUIRED AFFIDAVITS, CERTIFICATIONS AND LICENSES

Bidders are reminded to submit with their proposal all affidavits, certifications and copies of trade licenses as may be required by the Authority in the Form of Proposal. Bidders failing to submit requested documents will be deemed non-responsive and ineligible for award of the Contract.

6. PERFORMANCE AND PAYMENT BONDS NOT REQUIRED

Performance and Payment Bonds not required.

7. INSURANCE GENERALLY

The successful bidder shall not receive award of this Contract until it has obtained insurance in accordance with the timeframes and requirements of Section 18 of the General Conditions of this Contract, and until such insurance has received the requisite Authority approvals.

8. FORMATION OF CONTRACT & INCORPORATION OF CONTRACT DOCUMENTS

By submitting a signed proposal to the Authority in the form of the Proposal included herein, or via the Authority's approved electronic Procurement System, the bidder makes an offer to the Authority, binding upon the bidder, to perform the services set forth in the Contract. The bidder's offer shall be binding upon the Authority only after the Authority has accepted the bidder's offer by mailing or delivering to the bidder a letter of award, signed by a duly authorized officer of the Authority and such acceptance shall be valid only to the extent indicated in such letter of award.

The Contract shall include, in addition to such bidder's proposal, these Special Notices & Conditions, the Instructions to Bidders, the General Conditions (except insofar as they may be expressly amended herein), the Specifications, the Drawings and Plans (if any) and all other documents incorporated by reference in Section 1 of the General Conditions.

Bidders are cautioned to read all documents carefully before formulating and submitting a bid.

9. TAX EXEMPTION AND CHARGES

NYCHA has tax-exempt status and accordingly, will not pay any type of tax from which it is exempt in any form, including, without limitation, New York State sales and use tax. The Cost Proposal must be net of any such taxes. Additionally, NYCHA will not pay any interest, finance charge, late charge or penalty with respect to any payments under any Contract it may enter into as a result of this Solicitation.

10. TERM OF CONTRACT

The Contract's initial term shall be for the duration set forth in the FOP, commencing from the issuance of the notice to proceed (the "Initial Term"). If the FOP also includes the number of renewal periods (each a "Renewal Period" and together with the Initial Term, the "Term"), the Contract may be extended by the Authority, at the Authority's sole and absolute discretion, for each such Renewal Period by giving written notice to the Contractor prior to the expiration of the Initial Term or applicable Renewal Period, if extended. For purposes of clarity, if the FOP does not include the number of Renewal Periods, the Contract may not be extended past the duration of the Initial Term. Notwithstanding the foregoing, the Contractor shall perform to completion all work authorizations (collectively, "Work Authorizations") issued to it by the Authority during the Term even if the time to complete such Work Authorization, pursuant to the work or progress schedule set forth in the Work Authorization or issued by the Authority pursuant thereto, extends beyond the Term's conclusion, and the terms and conditions of the Contract Documents shall continue to govern the Work Authorization. The Authority may issue new Work Authorizations to the Contractor up to, and including, the final day of the Term. Following the Term's conclusion, no new Work Authorizations may be issued by the Authority.

11. LIQUIDATED DAMAGES

The Contractor understands that failure to tile any apartment that the Authority directs the Contractor to tile under this Contract, within the time specified in the Contract, will cause loss and damage to the Authority (lost administrative time and overhead resulting from the Contractor's failure to tile the apartment, the time spent and expense incurred by the Authority in issuing a new contract for the unperformed work, the cost to the Authority due to disruption of its schedule of tiling or delays in rerenting Move-Out Apartments, damage to tenant relations, the cost of surveying untiled apartments and obtaining completion of the work by other means, or in the event the work is not completed by other means, the loss to the Authority of the benefits of this Contract), the precise extent of which is difficult to ascertain in monetary terms. For this reason, the parties desire to provide fair and reasonable compensation to the Authority for such losses resulting from delay, which compensation shall not be construed as a penalty. It is therefore agreed that the Contractor shall pay the Authority the sum of TWENTY DOLLARS ($20.00) as liquidated damages for each calendar day of delay in completing an apartment tiling beyond the time for completion set forth in the Contract or such date to which the time for completion for tiling of that apartment has been extended by the Authority.

The Authority shall deduct and retain the amount of any such liquidated damages out of the monies due to the Contractor from the Authority for any reason. In the event the amount which may become due shall be less than the amount of liquidated damages suffered by the Authority, the Contractor shall be liable to pay the difference upon demand by the Authority.

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 Authority's right to indemnification under Section 16 or Section 38 of the General Conditions or the Contractor's obligation to indemnify the Authority, or the Authority's right to terminate this Contract under Section 20 of the General Conditions, or of any other remedy available to the Authority under this Contract, in equity or by law for damages not specifically resulting from delay.

12. BASIS FOR AWARD AND PAYMENT

Under this Contract, bidders shall submit their bid in the form of an "Adjustment Factor". A single Contract shall be awarded to the lowest responsive and responsible bidder on the basis of the Adjustment Factor as applied to all individual Unit Prices and the resulting Total Sum of extensions and the Price Justification provided by the bidder as part of their Form of Proposal and accepted by the Authority. However, payment will be made on the basis of the adjustment factor applied unit prices (the"**Adjustment Factored Unit Prices**").

The Adjustment Factor as quoted in the Form of Proposal, applied to the Unit Prices established by the Authority, constitute the sole basis of payment for the work to be done under this Contract and payment will be made only for work completed in the manner provided for in the Specifications and Contract Documents. For more specifics as to how payment for work will be calculated, please refer to the Specifications.

13. QUANTITIES

The quantities as set forth in the Form of Proposal are estimated quantities to be used for the purpose of determining the low bidder. The Authority does not guarantee any minimum amount of work and shall be under no obligation to order such estimated quantities nor do these quantities constitute the maximum amount of work, which may be ordered under this Contract.

14. PARTIAL PAYMENTS

Please note that for the purposes of this Contract, Section 5 of the General Conditions is hereby amended to read as follows:

a. The Contractor shall bill the Authority monthly for the work completed in the preceding month.

b. Payments will be made by the Authority in accordance with the Unit Price in the Form of Proposal, including the adjustment unit prices per square foot established by the Authority, if any, provided that the work performed is satisfactory to the Authority and that the Contractor shall have delivered to the Authority all releases by the Contractor or other persons, regarding all claims and demands of any nature whatsoever arising out of the Contract, as may be required and in the form required by the Authority.

c. As a condition precedent to his right to any payment, the Contractor must, as requested, submit to the Authority proof that the Contractor is meeting his obligations to subcontractors, Materialmen and workmen promptly. The Authority will not approve the payment of any invoice until the Contractor has submitted to the Authority all *Contractor Daily Sign-In Sheets* required pursuant to Section 43(g) of the General Conditions, below, and all certified payrolls required pursuant to Sections 47(b) and 49(3) of the General Conditions, as amended, evidencing the Contractor's compliance with prevailing wage requirements in its performance of the Work covered by such invoice.

d. The Contractor's monthly requisitions must be accompanied by his affidavit showing the amounts previously paid for work executed by such Subcontractors, of materials furnished by such Materialmen, and the amounts remaining unpaid and owing to any such persons, setting forth therein the names of the persons whose claims are unpaid and the amount due to each and, if required, must also be accompanied by affidavits from all Subcontractors and Materialmen, containing this information.

e. The Contractor's invoice shall be on the Contractor's letterhead document and shall identify the date(s) on which the Contractor performed work in each apartment during the previous month. Along with its invoice, and as a condition for payment, the Contractor must submit the original of the Contractor Work Ticket, signed by the Authority employee designated by the Development Manager or the Development Superintendent, for each apartment listed on the invoice. The Contractor should keep duplicate Contract Work Tickets until the Authority makes payment for each apartment.

f. In making such monthly payments, there shall be retained five (5%) percent of the monthly bill until thirty (30) days after final completion and acceptance of all work covered by the Contract.

g. There shall also be deducted from such monthly bills the amount previously paid for work, which has been found to be unsatisfactory, unless such work has been satisfactorily repaired prior to the rendering of such monthly bill.

h. All material and work covered by the monthly payments shall become the sole property of the Authority, but this provision shall not be construed as relieving the Contractor from the sole responsibility for the care and protection of materials and work upon which payments have been made or for the restoration of any damaged work, or as a waiver of the right of the Authority to require the fulfillment of all the terms of the Contract.

i. No such monthly payments, however, will be made after the time fixed for the completion of the work, or the time to which the completion may be extended under the terms of this Contract, until the full and final completion of all work herein agreed upon, unless the Authority, in its discretion, directs otherwise.

j. Monthly payments may at any time be withheld or reduced by the Authority, if in its opinion the work is not proceeding in accordance with the Contract.

k. If it shall be found that the Contractor has been paid more in monthly payments than the amount which should have been properly paid to him, the Contractor agrees to repay forthwith to the Authority the excess sum paid.

15. PREVAILING WAGES

Please see the attached schedule for applicable prevailing wage rates.

16. THE AUTHORITY

The terms the "Authority," the "Housing Authority," "N.Y.C.H.A.," and "NYCHA," whenever used in the Contract mean, in each case, the New York City Housing Authority.

17. ADMINISTERING DEPARTMENT

The Administering Department for this Contract is identified within the Contract Specifications.

18. FEE FOR BID DOCUMENTS

Bidders requesting hard copies of the Bid packages will be charged $25.00 each; this payment is non-refundable. Payment must be in the form of a either a certified check or postal money order only, made payable to the New York City Housing Authority. A receipt will be issued for your records.

Please note that only original bid documents will be considered during the competitive bid process. Unauthorized copies of bid documents will be deemed non-responsive.

INSTRUCTIONS TO BIDDERS

SECTION 1 - SUBMISSION OF PROPOSALS

(a) Bidders will be furnished on request with a copy of the Contract Documents, and four copies of the Form of Proposal. FOR BIDDERS WISHING TO SUBMIT A PROPOSAL IN HARD COPY RATHER THAN THROUGH THE AUTHORITY'S PRESCRIBED ELECTRONIC PROCUREMENT SYSTEM, THREE COPIES OF THE FORM OF PROPOSAL EACH COMPLETELY FILLED OUT AND EXECUTED AS INDICATED THEREON SHALL BE SUBMITTED TO THE AUTHORITY AS AND FOR THE BIDDER'S PROPOSAL FOR THE CONTRACT. Each proposal must be filled out in blue or black ink or typed.

(b) For bidders submitting their proposal in hard copy, the three executed copies of the Form of Proposal must be enclosed in a sealed opaque envelope, plainly marked on the outside with the name and address of the Contractor, the RFQ number, the Description of the Work, and the name of the Development, as follows: "Bid Proposals for Contract No._____ for_____ at _____."; If printed bid envelopes are furnished to bidders by the Authority, such envelopes may be used by bidders to safeguard against the possibility of inadvertent premature opening. The proposals must be verified by oath in writing by the party or parties making it, that the several matters stated therein are in all respects true.

(c) Documents submitted to the Authority may be subject to disclosure under the New York State Freedom of Information Law ("FOIL"), N.Y. Pub. Off. Law Sections 85-90. It is the bidder's responsibility to designate those portions of its proposal, if any, the bidder claims should be exempt from disclosure under FOIL. To the extent the law permits, the Authority will use reasonable efforts to hold the designated portions of the proposal in confidence.

SECTION 2 - EXAMINATION OF SITE; EXAMINATION OF CONTRACT DOCUMENTS BY BIDDER

(a) Each bidder must visit and carefully examine the work site to become fully acquainted with existing conditions and the nature of the work to be done and must make such investigations as are necessary and required to fully understand the cost, facilities, difficulties and restrictions involved in the execution of the work. All measurements, layouts and the exact conditions of the work must be verified by each bidder.

(b) If the bidder's examination reveals that site conditions differ from those set forth in any Contract Document, the bidder must promptly so notify the Authority in writing, prior to the bid opening. Except for Conditions that are not discoverable upon a careful examination of the site, if site conditions differ from conditions as shown in any Contract Document, and the bidder has not so notified the Authority, the bidder shall be deemed to have agreed to perform the Contract under existing conditions without claim for any extra compensation, but the Authority shall not thereby have waived any right that the Authority may have to a credit.

(c) Each bidder will be conclusively presumed to have knowledge of any and all conditions in, on, about, below or above the work site that may in any way relate to or affect the cost or the performance of the Contract work and that were observed by the bidder or should have been observed by a reasonably prudent bidder.

(d) Before bidding, bidders must examine carefully all of the Contract Documents, including the specifications, any drawings, and all instructions. If the bidder finds any inconsistency, ambiguity, omission or error in the specifications, drawings, instructions, or any other Contract Document, or if the bidder is in doubt as to the meaning of any term or condition of the Contract, the bidder must promptly so notify the Authority, in writing, prior to the bid opening. The failure of the bidder to notify the Authority, prior to the bid opening of any inconsistency, ambiguity, omission or error that the bidder actually found, or that should have been discovered by a reasonably prudent bidder, will preclude acceptance of the bidders claim for a bid release or for extra compensation based upon any such inconsistency, ambiguity, omission or error.

(e) If the Authority receives a notification from a bidder of a differing site condition or an inconsistency, ambiguity, omission or error in the Contract Documents, the Authority will, as it deems necessary or desirable, issue a written interpretation or correction to the Contract Documents as an addendum to the

Contract Documents, and any such addendum will be sent by mail or delivered to each person that received a copy of the original Contract Documents, as reflected in the records of the Authority, and any such addendum will also be available at the place where the Contract Documents are available for inspection by prospective bidders. Upon such mailing or delivery, such addendum shall become part of the Contract Documents and shall be binding on all bidders, whether or not they have had actual notice of such addendum.

SECTION 3 - INTERPRETATIONS AND ADDENDA

No interpretation given as to the meaning of any of the Contract Documents shall be binding in any way or effective to modify any of the provisions of the Contract Documents, unless and until such interpretation is issued in writing by the Authority to all bidders and is expressly denominated as an addendum to the Contract.

SECTION 4 - INCORPORATION OF CONTRACT DOCUMENTS

By submission of this proposal the bidder represents to having received and examined the latest Edition of the Instructions to Bidders, the latest Edition of the General Conditions, the Specifications the Plans and Drawings, if any, and all amendments and addenda, if any, for the Work of the Contract for which this proposal is tendered as if the same were physically attached thereto at the time of submission of the proposal. Further, by such submission the bidder makes each and every representation and warranty to be made by the Contractor as set forth in the Contract Documents. All such documents are hereby incorporated by reference and made part of this proposal. In the event such documents are not included herewith, it is the responsibility of the bidder to secure copies of all these documents from the Authority prior to the submission of his/her proposal.

SECTION 5 - BIDDERS' QUALIFICATIONS

(a) In order to qualify as a Contractor satisfactory to the Authority, each bidder, in addition to the other requirements herein provided, must be prepared, upon demand of the Authority, to prove to the satisfaction of the Authority that the bidder has the skill and experience, as well as the necessary facilities and ample financial resources, to do the Work in a satisfactory manner and within the time specified.

(b) A "responsive" bid is one that conforms in all respects to the requirements of this solicitation. A "responsible" contractor is one that has the capability in all respects to perform fully the contract requirements and the business integrity to justify the award of public funds. Authority Standard Procedure 002:94:1 sets forth some, but not all, of the factors that the Authority may take into account in determining whether a bid is responsive or whether a contractor is responsible. Copies of this Standard Procedure may be picked up from the Administering Department at the address located in the Special Notices & Conditions.

(c) Each bidder must comply within 10 days with all requests for information or to appear for examination, and must actively cooperate with the Authority in its efforts to determine whether the bidder is qualified to receive an award under all of the requirements hereof. Any request for such information from a bidder shall not be construed as an acceptance of such bidder's proposal. Failure to submit such proof within this period, or within any extensions thereof, will be deemed a default, entitling the Authority to exercise its remedies, as described more fully in Section 9(d) below, and permitting an award to another bidder or the solicitation of new bids.

(d) If more than one bid submitted by a bidder is under consideration by the Authority for award, and the Authority determines that the bidder is able to meet the qualifications for the award of some, but not all, of the contracts on which it has bid, the Authority will determine which bid or bids should be rejected for failure to meet such qualifications. The Authority may also take into consideration contracts already awarded to the bidder and the extent of their completion as affecting the bidder's qualifications for the award of additional contracts.

(e) Upon the Authority's request, a bidder that is a corporation or unincorporated association must submit to the Authority a certificate evidencing the fact that it is authorized to do business in the State of New York. A bidder conducting business under an assumed name must submit to the Authority, upon the Authority's request, a County Clerk's certificate evidencing the filing with such Clerk of a certificate to conduct business under such assumed name. A bidder conducting business as a partnership must submit to the Authority, upon the Authority's request, a County Clerk's certificate evidencing the filing with such Clerk of a certificate of partnership.

SECTION 6 - INTENTIONALLY OMITTED SECTION

Intentionally Omitted.

SECTION 7 - RECEIPT AND MODIFICATION OF PROPOSALS; OPENING OF PROPOSALS

An officer of the Authority will decide when the bid due date has arrived, and no proposal received thereafter will be considered. Proposals received prior to the time of physical opening of Proposals will be securely kept unopened. The officer whose duty it is to open them will decide when to open the bids.

SECTION 8 - WITHDRAWAL OF PROPOSALS

(a) Each bid/proposal constitutes a binding offer by the bidder to perform the Contract at the bid price. No bids/proposals may be withdrawn within a period of 150 days after the date of opening of the bids. This 150-day period, as it applies to a particular bidder, shall be extended, day for day, by the period of any delay caused by or attributable to, the bidder, including, without limitation, (i) any delays resulting from the Authority's investigation of an (unsuccessful) request by the bidder for a bid release; and (ii) any delays by the bidder in submitting the insurance, performance bonds, or payment bonds required by the Contract or in providing any information requested by the Authority.

(b) After the opening of bids, requests for the withdrawal of a bid can be made by the Contractor on the grounds that there was an arithmetic or clerical error in the bid submitted. A bidder seeking a bid release must submit a written, dated and signed request for release from the bid ("Release Request") to the Department of the Authority that issued the solicitation of the bids (the "Originating Division"). The bidder's signature on the Release Request must be duly acknowledged and witnessed by a notary public. The Release Request must set forth the reasons for the release and should be accompanied by any supporting documentation. Any additional information reasonably requested by the Originating Division must be submitted within the time period reasonably established by the Originating Division in order to expedite consideration of the Release Request. Failure of a bidder to comply with a request for information within the specified time period may result in a resolution of the Release Request without the consideration of any information subsequently submitted by the bidder in an untimely manner. Requests for withdrawal may be granted by the Authority in any case where the Authority deems the claim of mistake is justified or where the grant of such request is otherwise in the best interest of the Authority.

(c) In the case of a bidder's first Release Request in any twelve-month period, no administrative charge shall be imposed. If the Release Request is granted, the bidder will be advised in writing that if a second request for release is made within twelve months after the date on which the first request was received by the Authority, the bidder may, in the discretion of the Director/Program Administrator of the Originating Division, be disqualified from bidding on any Authority contract for up to a maximum of one year after the second Release Request is received by the Authority. In the case of the bidder's second Release Request in any twelve month period, whether or not such Release Request is granted, the Director/Program Administrator of the Originating Division may disqualify the bidder for up to a maximum of one year from the date the second Release Request is received by the Authority, and may impose an administrative charge of up to $500.00 against the bidder.

(d) A bidder submitting a Release Request may be deemed to have made a second Request Release for the purposes of Section 8 (c) above if it is a successor, assignee, subsidiary or affiliate of a previously released bidder; or if any of the bidders officers, directors, partners shareholders, joint venture participants, principals or other persons substantially involved in its contracting activities was also an officer, director, partner, shareholder, joint venture participant, principal or other person substantially involved in the contracting activities of the previously released bidder; or if it was organized or established or operates in a manner designed to evade the purpose of this Section 8, any Authority procedure, or any other law, rule, regulation or Authority procedure relating to the procurement or performance of a contract. In addition, in determining the number and timing of Release Requests submitted by a bidder, the Authority will consider Release Requests submitted by the bidder to any construction manager performing construction management services for the Authority.

SECTION 9 - AWARD OF CONTRACT; REJECTION OF PROPOSALS

(a) The Contract will be awarded, to the lowest responsible bidder complying with the conditions of the Contract Documents, provided the Proposal is reasonable and it is to the interest of the Authority to accept it. The bidder to whom the award is made will be notified at the earliest possible date of the acceptance of the Proposal. The Authority, however, reserves the right to reject any and all Proposals for any reason or to waive any informality in Proposals received whenever such rejection or waiver is in the interest of the Authority. The Authority may but need not consider any Proposal on which there is an alteration of or departure from the Contract Documents.

(b) Prior to award of the Contract the successful bidder will be notified in writing that its proposal is being considered for an award of the Contract and directed to submit evidence of insurance coverage as called for in Sections 17 and 18 of the General Conditions, and, if required by the Contract Documents, performance and payment bonds as called for in Section 10 of the Instructions to Bidders. The insurance and bonds (if required) shall be submitted within fifteen (15) working days of notification. Bidders are advised that such notification does not constitute an award of the Contract and that award of the Contract remains subject to the Authority's rights to reject the bidder's proposal, at its lawful discretion, and the satisfaction of all of the Authority's required conditions for award of the Contract.

(c) By submitting a bid the bidder represents that it will cooperate with the Authority and comply with all bid process requirements. Cooperation includes providing to the Authority in a timely manner any information or documentation requested by the Authority (including, without limitation, the Statement of Contractor's Qualification for Consideration of Award and the Section 3 Hiring Plan and all related Section 3 forms and documents that the bidder is required to submit with respect to its Section 3 requirements), any form which may be requested on behalf of any agency funding any part of the Work, or any evidence relating to the obligations of others interested in the progress of the Work (such as insurance companies, sureties and subcontractors). The bidder agrees that cooperation may include providing to the Authority in a timely manner information or documentation related to bidder's organization or to its obligations under this Contract. This representation shall survive the expiration of the bid and, as to the bidder awarded the Contract, this representation shall be incorporated into the Contract and survive the termination of the Contract.

(d) The bidder agrees that if at any time it fails to abide strictly by the terms of the representation set forth in Section 9 (c) the Authority may find the bidder in breach of such representation and may find the bidder non-responsible and ineligible for award of the Contract. The bidder acknowledges and consents to the Authority's prompt use of any one or more of its several different types of remedy in the event of such breach or in the event the bidder fails to supply required bonds in accordance with Section 10. One remedy may be payment by the bidder to the Authority upon demand of an amount of money that may be as much as the difference between the bidder's bid price and the price at which the Contract is awarded. The bidder agrees that the Authority may collect such an amount from any monies due the bidder by the Authority under the Contract or any other contract. Another remedy may be the collection by the Authority of all sums due under any applicable bid bond or other sums securing the bid. In addition to, and not in limitation of, all other remedies available to the Authority, the Authority may treat the bidder as if it has sought a second bid release within a twelve month period and may disqualify the bidder for up to a maximum of one year and impose an administrative charge of up to $500.00 against the bidder.

SECTION 10 - INTENTIONALLY OMITTED SECTION

Intentionally Omitted.

SECTION 11 - UNIT PRICES

In the event that the Contract's pricing is based upon unit prices ("**Unit Prices**"), bidders shall quote Unit Prices for all items set forth in the Form of Proposal for which the bidder is required to provide a Unit Price quote. Where the Form of Proposal contains Unit Prices as that have been established by the Authority therein, the Bidder shall quote a multiplier to be applied to the established Unit Prices and the Unit Prices shall be as modified by the bidder's multiplier. In submitting its bid/proposal, the successful bidder agrees to be bound, as applicable, to (a) all of the bidder's quoted Unit Prices set forth in the bidder's bid/proposal or, (b) all Unit Prices established by the Authority in the Form of Proposal, as modified by the bidder's multiplier set forth in the bidder's bid/proposal. Provided, however, that the Authority may reject any quoted Unit Prices or multiplier or, by agreement with the lowest responsive, responsible bidder, may modify the same downward.

SECTION 12 - EQUAL EMPLOYMENT OPPORTUNITY - AFFIRMATIVE ACTION

Intentionally omitted.

SECTION 12A - NYCHA'S OFFICE OF RESIDENT ECONOMIC EMPOWERMENT & SUSTAINABILITY; SECTION 3 HIRING

(a) If the value of the Contact exceeds $250,000, then:

1. The Contractor shall complete and submit the *Section 3 Hiring Plan* (NYCHA Form 136.122) with its bid. If the Contract includes professional services and the Contractor does not anticipate hiring any Section 3 residents and/or subcontracting with Section 3 business concerns in connection with these services, then the Contractor must also submit the, *Section 3 Other Economic Opportunities* ("**OEO**") *Plan* (NYCHA Form 136.137) with its bid.
2. If NYCHA approves the Contractor's *Section 3 Hiring Plan*, then the Contractor must submit the *Section 3 Hiring Summary* (NYCHA Form 136.005) with each payment request (which may include certified payroll form *Periodical Estimate for Partial Payments* (NYCHA Form 060.264)), even if there are no Section 3 resident hires or subcontracts to Section 3 business concerns during the timeframe covered by the

payment request. Employee names and information provided in the payment request must match the information in the *Section 3 Hiring Summary*.

3. If applicable, and if NYCHA approves the Contractor's *Section 3 OEO Plan*, then the Contractor must submit the *Section 3 OEO Outcome Summary* (NYCHA Form 077.005) with each payment request.
4. The Contractor must complete and submit Job Order Forms detailing job vacancy specifications to NYCHA's Office of Resident Economic Empowerment & Sustainability ("**REES**") throughout the duration of the Contactor in order to receive appropriate resident referrals.
5. The Contactor must complete and submit an Employment Verification Form to REES for each Section 3 resident hired, and the employee names and information provided must match the information in the *Section 3 Hiring Summary*.
6. The Contractor must use the REES Referral tracker, as directed by REES, to provide feedback on each REES job referral within one week of receiving the referral.
7. The Contractor's Section 3 Plan Officer shall meet as needed with NYCHA residents and staff and provide the documentation and reports required by NYCHA to confirm compliance with the Section 3 requirements. Failure to comply may be deemed a material breach of the Contract and may result in sanctions, termination of the Contract and/or unsatisfactory performance evaluation, cautions reported, and affect award of future contracts.

(b) If the value of the Contract is $250,000 or less, then:

1. The Contractor shall contact REES at (718) 289-8100 for possible sourcing of residents if the Contractor has the need to hire new person(s) to complete the Contract.
2. The Contractor must submit the *Section 3 Hiring Summary* (NYCHA Form 136.005) with each payment request, even if there are no Section 3 resident hires or subcontracts to Section 3 business concerns during the timeframe covered by the payment request; and
3. The Contractor's Section 3 Plan Officer shall meet as needed with NYCHA residents and staff and provide the documentation and reports required by NYCHA to confirm compliance with the Section 3 requirements. Failure to comply may be deemed a material breach of the Contract and may result in sanctions, termination of the Contract and/or unsatisfactory performance evaluation, cautions reported, and affect award of future contracts.

SECTION 13 - EQUAL EMPLOYMENT OPPORTUNITY - AFFIRMATIVE ACTION FOR FEDERALLY FUNDED CONTRACTS

Intentionally omitted.

SECTION 14 - VARIOUS BIDDER REPRESENTATIONS AND CERTIFICATIONS

I. CONTINGENT FEE REPRESENTATION AND AGREEMENT

(a) Definitions. As used in this provision:

"Bona fide employee" means a person, employed by a bidder
and subject to the bidder's supervision and control as to time, place, and manner of performance, who neither exerts, nor proposes to exert improper influence to solicit or obtain contracts nor holds out as being able to obtain any contract(s) through improper influence.

"Improper influence" means any influence that induces or tends
to induce an Authority employee or officer to give consideration or to act regarding an Authority contract on any basis other than the merits of the matter.

(b) By submitting a bid, the bidder represents and certifies, except for full-time bona fide employees working solely for the bidder, the bidder:

(1) has not employed or retained any person or company to solicit or obtain this contract; and

(2) has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

(c) If the bidder is unable to make the representations above, the bidder shall make an immediate and full written disclosure to the Authority.

(d) Any misrepresentation by the bidder shall give the Authority the right to (1) terminate the contract; (2) at its discretion, deduct from contract payments the amount of any commission, percentage, brokerage, or other contingent fee; or (3) take other remedy pursuant to the contract.

II. CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS(applicable to contracts exceeding $100,000)

(a) The definitions and prohibitions contained in Section 1352 of title 31, United States Code, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The bidder, by submitting its bid, hereby certifies to the best of his or her knowledge and belief as of December 23, 1989 that:

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of a contract resulting from this solicitation;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the bidder shall complete and submit, with its bid, OMB standard form LLL, "Disclosure of Lobbying Activities;" and

(3) He or she will include the language of this certification in all subcontracts at any tier and require that all recipients of subcontract awards in excess of $100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than $10,000, and not more than $100,000, for each such failure.

(d) Indian tribes (except those chartered by States) and Indian organizations as defined in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) are exempt from the requirements of this provision.

III. ORGANIZATIONAL CONFLICTS OF INTEREST CERTIFICATION

The bidder certifies that to the best of its knowledge and belief and except as otherwise disclosed, he or she does not have any organizational conflict of interest which is defined as a situation in which the nature of work to be performed under this proposed contract and the bidder's organizational, financial, contractual, or other interests may, without some restriction on future activities:

(a) Result in an unfair competitive advantage to the bidder; or,

(b) Impair the bidder's objectivity in performing the contract work.

In the absence of any actual or apparent conflict, the bidder certifies, by submission of its bid, that to the best of their knowledge and belief, no actual or apparent conflict of interest exists with regard to the possible performance of this procurement.

SECTION 15 - PROTESTS

(a) Any actual or prospective bidder or contractor may protest the solicitation of bids or the award of a contract on the grounds that the Authority has substantially failed to follow the standards set forth in the Authority's procurement policies and related procedures. Protesters may file a protest with respect to any phase of the solicitation or award, including, without limitation, bid solicitation; determination by the Authority of bidder responsibility or bid responsiveness; and contract award. If the protest is made by a potential bidder or proposer that has not submitted a bid or proposal, the protest shall be limited to a challenge of the notice procedures followed by the Authority. This right to protest shall not apply to protest regarding the denial of a request for a release from bid.

(b) The Authority may make a determination that bids or proposals received are non-responsive or that the lowest bidder is non-responsible. Upon making a determination of non-responsibility with respect to the low bidder, the Authority shall notify the affected bidder in writing of that determination. The notification shall state the reasons upon which the determination is based. In addition, the notification shall advise the bidder of the time period within which a formal written protest (the "Protest") may be filed and of the requirements for filing such Protest, as set forth in Section 15(c) below. The Authority is not required to provide written notice of determinations of non-responsiveness.

(c) To expedite handling of Protest, a protester shall address its envelope to the Director/Program Administrator of The Originating Division, and such envelope be labeled "Protest". The Protest should include, without limitation, the following information:

1. the name, address and telephone number of the protester;
2. appropriate identification of the procurement, including the solicitation or RFQ number;
3. a statement of the reasons for the Protest;
4. supporting exhibits and documentary evidence to substantiate any arguments; and
5. the form of relief requested.

(d) Protests must be filed within seven calendar days after the protester discovers or should have discovered the facts giving rise to Protest. In furtherance and not in limitation of the foregoing, (i) any Protest against a determination of non-responsibility must be filed within seven calendar days after the protester receives the notice of determination referred to in Section 15(b)above, (ii) any Protest against a determination of non-responsiveness must be filed within seven calendar days after the protester learns that its bid or proposal has been deemed non-responsive, (iii)any Protest against a solicitation must be filed before the due date for receipt of the bids or proposals in response to such solicitation, and (iv) any Protest against award of a contract must be filed within seven calendar days after contract award. A Protest is considered filed when such Protest is received by the Director/Program Administrator of the Originating Division. Protests received after the seven day period shall not be considered unless the Director/Program Administrator of the Originating Division determines, in his/her sole discretion that good cause is shown for considering the late Protest.

(e) Any additional information reasonably requested by the Originating Division must be submitted within the time period reasonably established by the Originating Division in order to expedite consideration of the Protest. Failure of a protester to comply with a request for information within the specified time period may result in a resolution of the Protest without consideration of any information subsequently submitted by the protester in an untimely manner.

(f) The Director/Program Administrator of the Originating Division (or his/her designee) shall make decision on a Protest as expeditiously as possible after the Originating Division has received all relevant information requested of the protester. The Director/Program Administrator of the Originating Division (or his/her designee) may, in his/her sole discretion, meet with the protester and any other affected party to discuss the Protest. If a Protest is granted (i.e., sustained in favor of the protester), the Authority shall so notify the protester in writing and the solicitation or award shall be canceled or revised to comply with the Protest decision.

1. If the contract has already been awarded, the contract may be terminated for the convenience of the Authority, and the contract may be awarded to the protester or to the next eligible bidder, the Authority shall so notify the protester in writing and the solicitation or award shall be canceled or revised to comply with the Protest decision.

2. If the contract has not been awarded, the contract may be awarded to the protester or to the next eligible bidder or proposer (whichever is appropriate in light of the Protest decision) or the procurement may be resolicited; provided, however, that if the Authority determines that based on compelling circumstances (e.g., a condition of emergency or serious disruption of the Authority's operations or if the contract has already been completed), either of those actions would not be in the best interest of the Authority, the Authority may let the award stand and the Authority shall pay the successful protester the reasonable costs incurred by the protester in connection with preparing and submitting its bid or proposal, along with the reasonable costs of filing and pursuing the Protest. Anticipated profit or damages for lost business opportunities of the protester shall not be paid by the Authority. If a Protest is denied, the Authority shall send to the protester a written decision stating the reason(s) for the denial of the Protest. If the decision involves a determination of non-responsibility, the Authority shall also inform the protester of its right to request reconsideration of the decision in the manner set forth in Section 15 (g) below.

(g) The protester may make a written request for reconsideration of a Director's/Program Administrators decision regarding non-responsibility (but not of a Director's/Program Administrator's decision regarding non-responsiveness), which must be filed by the protester not later than five calendar days after the protesters receipt of such decision. The request for reconsideration shall be considered by the Deputy General Manager to whom the Director/Program Administrator of the Originating Division reports (or such Deputy General Manager's designee) or, in the case of Originating Divisions that do not report to a Deputy General Manager, by the General Manager (or the General Manager's designee); provided that neither the Director/Program Administrator of the Originating Division nor anyone who reports to him/her may serve as a designee considering the request for reconsideration of such Director's/Program Administrator's decision. The protester shall address its envelope to the General Manager or the Deputy General Manager to whom the Director/Program Administrator reports, as the case may be, and such envelope should be labeled "Request for Reconsideration." The request for reconsideration shall contain a statement of the factual and legal grounds upon which reversal or modification is deemed warranted specifying any errors of fact or law made or information not previously considered that should have been considered. Supporting documentation should be included.

(h) The General Manager or the Deputy General Manager to whom the Director/Program Administrator reports, as the case may be, or his/her respective designee may, in his/her sole discretion; (i) meet with the protester and, if invited, a representative of the Originating Division to discuss the request for reconsideration, and/or (ii) hold a hearing, at which witnesses may be called and facts presented (at any such meeting or hearing, the Authority, the protester and any other affected party invited to the hearing may be represented by an attorney or other representative). The General Manager, or the Deputy General Manager, to whom the Director/Program Administrator reports or his/her respective designee, shall make a written decision with respect to the merits of the request for reconsideration as expeditiously as possible. The decision of the General Manager or the Deputy General Manager to whom the Director/Program Administrator reports, or his/her designee, with respect to a protester's request for reconsideration shall be final.

SECTION 16 - RECEIPT OF NOTICES

All notices required to be filed, or sent pursuant to Sections 8 and 15 of these Instructions to Bidders shall be in writing and must be delivered by hand or sent by registered or certified mail, return receipt requested, or overnight mail service that provides a receipt to the sender. Receipt of notices by the party to whom transmitted shall be deemed to have occurred: (1) upon receipt, if hand delivered, (2) when mailed, upon receipt, as evidenced by the required receipt, or five calendar days from the date of mailing, whichever is earlier, or (3) the next business day after transmittal by Federal Express, Express Mail or other overnight delivery service that provides a receipt to the sender.

SECTION 17 - ADDITIONAL CLAUSES FOR STATE FUNDED CONTRACTS

(a) For State Funded Contracts, any attached Appendices A and B are a part of the contract.

(b) In case of conflict between appendices and clauses contained elsewhere in the contract, the requirements of the appendices shall govern.

(c) The successful bidder shall be requested to completely fill out the forms in Appendices A and B.

SECTION 18 - PROJECT LABOR AGREEMENT AND LETTERS OF ASSENT

(a) The bidder must submit Letters of Assent ("**Letters of Assent**") to the Authority, in the form attached to the PLA as **Exhibit A**. The Letters of Assent must be signed by the bidder and each proposed subcontractor identified in the Sealed Subcontractor List, if applicable, or identified in the bidder's bid (the "**Proposed Subcontractors**"). The bidder must submit to the Authority, along with is bid, a Letter of Assent signed by the bidder and each Proposed Subcontractor required to be identified in the Sealed Subcontractor List. With respect to Proposed Subcontractors identified in the bidder's bid but not required to be identified in the Sealed Subcontractor List, the Bidder must submit to the Authority, along with its bid, either (1) the signed Letters of Assent signed by each such Proposed Subcontractors or (2), if not all of Letters of Assent signed by such Proposed Subcontractors are submitted with the bidder's bid, a Letter of Assent Certification (the "**Letter of Assent Certification**") signed by the bidder certifying that it will obtain and submit to the Authority signed Letters of Assent from all Proposed Subcontractors no later than five business days after notification from the Authority that it is being considered for an award of the Contract, as required by subsection (b) of this section below. The Letter of Assent Certification must be in the form attached to the Notice of PLA and must identify by name all Proposed Subcontractors for whom the bidder has not submitted to the Authority signed Letters of Assent with its bid. If the bidder is awarded the Contract, the PLA shall be binding on the bidder and each of the bidder's subcontractors approved by the Authority.

(b) If the bidder does not submit to the Authority, along with its Bid, signed Letters of Assent to the Authority for any of the Proposed Subcontractors not required to be identified in the Sealed Subcontractor List, but submits a Letter of Assent Certification in accordance with the requirements of subsection (a) of this section above, the bidder maybe notified in writing (or by e-mail) that its bid is being considered for an award of the Contract. If so notified, the Authority shall direct the bidder to submit, no later than five business days after receipt of notification, all outstanding Letters of Assent signed by the Proposed Subcontractors that were not required to be submitted with the bidder's bid. If a notified bidder fails to provide such signed Letters of Assent no later than five business days after receipt of notification, the Authority may either award the Contract to the next lowest responsive, responsible bidder or re-advertise for bids, and, in addition to other remedies at the Authority's disposal, may charge against the bidder the difference between the amount of the bid and the amount for which a Contract for the work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the bid guaranty. In the recovering of such difference, the Authority may proceed against the surety on the bid bond or on the bidder's check as the case may be, or take such other action as it sees fit. Bidders are therefore strongly advised to submit all required signed Letters of Assent to the Authority with their bids to avoid the Authority's exercise of the remedies described in this subsection (b).

(c) If the bidder's bid is $3,000,000 or less, and notwithstanding anything to the contrary herein, the PLA shall not apply to the Contract and all provisions applicable to the PLA in the Contract shall be deemed null and void.

SECTION 19 - LABOR LAW 220-I REGISTRATION CERTIFICATES AND CERTIFICATION

(a) Bidders are hereby notified that effective as of December 30, 2024, as a precondition to submitting its bid, the bidder and each subcontractor identified by the bidder in its bid, must be registered with the New York State Department of Labor ("**NY DOL**") pursuant to Article 8, Section 220-i of the New York State Labor Law ("**LL 220-i**"). Instructions on how to register can be found at https://dol.ny.gov/contractor-and-subcontractor-landing.

(b) Accordingly, the bidder (i) must submit with its bid copies of valid registration certificates, currently in effect, issued by the NY DOL under LL 220-i (a "**Registration Certificate**") for the bidder and each subcontractor identified by the bidder in its bid and (ii) certifies that it will obtain a Registration Certificate for any subcontractor not identified in its bid, but for which the bidder may receive permission from NYCHA to use to perform the Work in accordance with the Contract Documents. Failure of the bidder to submit the Registration Certificates with its bid as required under subsection (i) of this section may result in the bidder being found non-responsive and ineligible for award of the Contract. Moreover, NYCHA shall not pay or reimburse the bidder for the filing fees or

for any costs of registering the bidder or its subcontractors with NY DOL as required by LL 220-i.

(c) If the bidder is awarded the Contract, the bidder (i) must maintain a valid and active Registration Certificate for the duration of the Contract at all times when the Contract is in effect and at all times when the bidder is performing Work under the Contract, and (ii) must cause each of the bidder's subcontractors to likewise maintain a valid and active Registration Certification at all times when the subcontractor is performing Work under the Contract. The bidder's failure to maintain, or the failure to cause its subcontractors to maintain, such valid and active Registration Certificates as required by this section or as otherwise required by LL-220-i may result in the bidder, as applicable and without limitation, being ineligible for the award of task orders, work orders, or other Work that may be performed under the Contract. The terms of this LL-220-i section shall expressly survive the expiration of the bid and, as to the bidder awarded the Contract, these terms and conditions shall be incorporated into the Contract.

GENERAL CONDITIONS

SECTION 1 - DEFINITION OF TERMS

Whenever used in this Contract:

(a) The term "Authority" means New York City Housing Authority, or any representative of the Authority acting within the scope of the particular powers and duties vested in him.

(b) The term "Contractor" means the bidder for the contract whose bid is accepted by the Authority.

(c) (i) The term "Contract" or "Contract Documents" means and includes:

1. Advertisement or solicitation for bids
2. Instructions to Bidders
3. Contractor's Proposal as accepted by the Authority
4. The General Conditions
5. The Specifications
6. The drawing and plans, if any
7. The Letter of Award
8. The Acceptance of Proposal
9. All Notices to Proceed
10. Amendments, Addenda and revisions to any of the foregoing
11. Performance and payment bonds, if required
12. All documents incorporated by reference

(ii) If the Contract is awarded at a price greater than **$3,000,000**, the definition of "Contract" or "Contract Documents" shall further mean and include the Project Labor Agreement by and among the Authority, the Building and Construction Trades Council of Greater New York and Vicinity, and the signatory local unions and contractors (the "**PLA**").

(d) The term "Work" means the work and materials specified and the obligations imposed upon the Contractor under the Contract.

(e) The term "Project" means the Projects involved to the Contract.

(f) The terms "furnish", "install", "provide", "execute", "perform", or words of like import shall include the obligation to supply all materials, equipment, labor and all other things necessary to complete the installation or execution of work referred to, unless otherwise expressly stated.

SECTION 2 - PERFORMANCE

The Contractor shall perform the Work in strict conformity with the Contract Documents and in a good, substantial and workmanlike manner to the satisfaction of the Authority and shall furnish at his/her own cost and expense all labor, materials, plant, equipment, tools, requisite insurance, and all taxes thereon, which are necessary in connection with the Work or incidental thereto, all for the sum as accepted by the Authority.

The Contractor shall perform on the site, and with its own organization, Work of a value equivalent to at least thirty-five percent (35%) of the total amount of Work to be performed under the Contract. This percentage may be reduced by a supplemental agreement to this Contract, if the Contractor requests a reduction and the Authority determines that such reduction would be in its best interests.

NYCHA retains the right in its sole discretion to self-perform the Work through its employees or personnel. Moreover, if NYCHA, pursuant to its termination rights set forth in the Contract, defaults the Contractor or terminates the Contract for convenience, either in whole or in part, as of the date of such default or termination, the Contractor shall have no rights with respect to performing any Work covered by such default or termination for convenience (the "Terminated Work"). Instead, NYCHA may perform the Terminated Work through alternate resources including, but not limited to, as applicable, (a) making a bond claim (to the extent applicable), (b) utilizing NYCHA employees or personnel, and/or (c) procuring or selecting a replacement contractor, and NYCHA may exercise all remedies available under the Contract or by law to recover any damages, costs, or expenses that NYCHA sustains as a result of obtaining the Terminated Work through alternate resources. For purposes of clarity, the terms of this section shall apply to Terminated Work covered by NYCHA's exercise of a partial default or partial termination for convenience including, but not limited to, if NYCHA's default or termination for convenience is limited to (i) a task order or work authorization issued under the Contract or (ii) a portion of the Contract's scope of Work.

SECTION 3 - CONTRACT DRAWINGS

Unless otherwise specified in the Special Notice to Contractors, there are no contract drawings to this Contract. If plans and drawings are specified or incorporated by reference, they are intended to be co-extensive with the Contract Documents, including the Specifications, so that any matter or thing contained in or shown by any of them shall be of the same effect as if contained in or shown by all.

SECTION 4 - AMENDMENTS AND ADDENDA

The Amendments and Addenda, if any, to the Contract Documents, are for the purpose of varying, modifying, rescinding, or adding to the portions of the Contract Documents to which they pertain and should be read together with them. In the event of any inconsistency or conflict between any Contract Documents or any portion thereof and any Amendment or Addendum, the Amendment or Addendum shall prevail. Where an Amendment or Addendum modifies a portion of a paragraph or a section, the remainder of the paragraph or section shall remain in force unless otherwise stated in the Amendment or Addendum.

SECTION 5 - PARTIAL PAYMENTS

(a) Prior to the submission of the first requisition for a partial payment, the Contractor, if required, shall present to the Authority, for the Authority's approval, a schedule showing the breakdown of the Contract price which must contain the amount estimated for each part of the Work, and in addition, a quantity survey for each such part of the Work. The values employed in making the schedule will be used only for determining the size of the partial payments and to supply labor statistical information required by the Authority, and will not be considered as fixing a basis for additions to or deductions from the Contract Price. Notwithstanding the foregoing, In the event that the Contract's pricing is based upon a factor/multiplier, the basis for the Contractor's pricing shall be as set forth within the Form of Proposal and/or Contract Specifications.

(b) Progress payments, irrespective of whether the Contract is lump sum, unit price, or factor/multiplier will be made as the Work progresses in accordance with this section. Within 30 calendar days from when the Work for which the Contractor seeks a progress payment was performed (the "**Progressed Work**"), but not more often than once per month, the Contractor shall submit to NYCHA an application for such progress payment that must cover the Progressed Work and include: (1) the requested payment amount; (2) all certificates and documents on the forms acceptable to, and in accordance with the rules of, the Authority and as required by the Contract Documents; (3) all *Contractor Daily Sign-In Sheets* and all payrolls records required pursuant to these General Conditions, evidencing the Contractor's compliance with prevailing wage requirements with respect to the Progressed Work covered by the progress payment application, if not previously submitted, as the Contracting Officer will not approve any progress payment application until the Contractor has submitted such Daily Sign-In Sheets and payroll records; and (4) proof satisfactory to the Authority that the Contractor is meeting his/her obligations to subcontractors, suppliers of material and workers, if requested by the Contracting Officer. Unless allowed by the Authority, such progress payments shall not exceed the ratio to the total compensation hereunder that the portion of the Progressed Work done bears to the entire Work.

(c) An application for progress payments shall not include requests for payment (1) on account of changes in the Work which have not been properly authorized by a change order in accordance with the Contract Documents, or (2) of amounts the Contractor does not intend to pay a subcontractor or supplier because of a dispute or other reason.

(d) If a progress payment is requested on the basis of materials or equipment not incorporated into the Progressed Work but delivered and suitably stored at the site or at another location agreed to in writing, the progress payment application shall be accompanied by such bills of sale, data and other procedures substantiating the Contractor's title to such materials or equipment or otherwise protecting the Contractor's interest. Payment on account of such materials or equipment will not (1) include any amount for the Contractor's overhead or profit, (2) relieve the Contractor of its obligation to protect and install such materials or equipment in accordance with the requirements of the Contract and to restore damaged or defective Work, or (3) relieve the Contractor of any risk of loss for such materials or equipment or obligations with respect thereto as provided for in the Contract Documents.

(e) The Contracting Officer or his or her designee will, within seven calendar days after receipt of an application for a progress payment, either indicate a recommendation for payment or deny the application. If payment is recommended and the application is approved, the Contractor will be notified by the Authority that the application has been approved and will be provided with a copy of the Authority's payment requisition for the Contractor's signature. The date that the Contractor is notified of the progress payment approval is referred to herein as the "Approval Date." Upon notification of the progress payment approval, the Contractor must then submit the signed payment requisition along with an original invoice to the Authority's Accounts Payable Division ("**Accounts Payable**"). Such original invoice must be printed on the Contractor's company letterhead and have an original signature. The signed payment

requisition and original invoice shall be submitted by the Contractor directly to Accounts Payable at the address below, via the email addresses provided, or in accordance with Transcenta requirements for eInvoicing:

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

Payment will be made to the Contractor within 21 calendar days of the Approval Date (the "**Payment Date**") provided that Accounts Payable receives the Contractor's signed payment requisition and original invoice, satisfactory to Accounts Payable (a "**Satisfactory Requisition and Invoice**"), at least seven calendar days prior to the Payment Date. If the Satisfactory Requisition and Invoice is not received at least seven calendar days prior to the Payment Date, payment will be made within seven calendar days after receipt thereof by Accounts Payable.

(f) If the application for a progress payment is denied, the application shall be returned to the Contractor indicating the Authority's reasons for refusing to recommend payment which may include, but not be limited to, the Authority's exercise of its right to withhold payment as provided for in the Contract Documents. If denied, the Contractor may make the necessary corrections, to the extent that corrections can be made, and resubmit the application to the Authority within 30 calendar days from the Contractor's receipt of the returned application, in which case the time and procedures for review, denial, approval, and payment, as applicable, as set forth in this subsection (f) of this section and in subsection (e) of this section above,shall apply to the resubmitted application**.** No such progress payments, however, will be made after the time fixed for the completion of the Work, or the time to which the completion may be extended under the terms of this Contract, until the full and final completion of all Work herein agreed upon, unless the Authority, in its discretion, directs otherwise.

(g) The Contracting Officer's or his or her designee's recommendation of any progress payment requested in an application shall not constitute a representation that (1) exhaustive or continuous on-site inspections have been made to check the quality or quantity of the Work, (2) an examination has been made to ascertain how or for what purpose the Contractor has used payments previously paid on account of the Work, or (3) the Contractor's construction means, methods, techniques, sequences or procedures have been reviewed. Furthermore, any recommendation of a progress payment shall not constitute a waiver of the Authority's rights and remedies under the Contractor Documents or otherwise including, but not limited to, the right to withhold payments to the Contractor.

(h) In making such partial payments the Authority may retain ten percent (10%) of the estimated amount until the final completion and acceptance of all work covered by the Contract except that this may be reduced to five percent (5%) after satisfactory performance of 50% of the work. If performance and payment bonds in the full amount of the Contract Price have been furnished by the Contractor, the retention shall be five percent (5%) throughout.

(i) The Contractor agrees to accept payments under the Contract (progress, final, or otherwise) from the Authority by electronic funds transfer. An electronic funds transfer is any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument or computer or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account.

(j) Prior to the first payment made under the Contract, the Contractor shall designate one account on the books of a financial institution or other authorized payment agent and shall complete and submit to Accounts Payable the "AP Supplier Maintenance Request Form" with a voided check.

(k) The credit of a payment by the Authority to the account on the books of the financial institution or other authorized payment agent designated by the Contractor shall constitute full satisfaction by the Authority for the payment under the Contract.

(l) The account information supplied by the Contractor to facilitate the electronic funds transfer shall remain confidential to the fullest extent provided by law.

(m) The Authority may waive the requirements of this section for payments in the following circumstances: (1) for individuals or classes of individuals for whom compliance imposes a hardship; or (2) in other circumstances as may be necessary in the best interest of the Authority.

SECTION 6 - FINAL PAYMENT

(a) Subject to the provisions of the Contract, a final invoice ("Final Invoice") for any and all final outstanding payments ("Final Payment") for all completed and accepted Work performed under the Contract that has not previously been invoiced by the Contractor to NYCHA, or a task order, work authorization, purchase order, or similar instrument issued under the Contract (collectively, "Task Orders"), must be submitted to the Authority, in accordance with the Contract's invoicing procedures, upon the earlier of (1) six months from Final Acceptance or (2) 30 days from the expiration or earlier termination of the Contract's term or, if such Work is performed pursuant to a Task Order that, per the Contract's provisions, survives beyond the term of the Contract, 30 days from the earlier of (i) Final Acceptance of such Task Order Work or (ii), as applicable, the expiration of the Task Order's

term, if so stated in the Task Order, or the termination of the Task Order in accordance with the Contract's terms (the deadlines in items (1) and (2) and subsections (i) and (ii) are referred to as "Deadlines"). The Contractor's failure to submit its Final Invoices by the applicable Deadlines shall constitute a waiver of the Contractor's right to receive the applicable Final Payment and the Authority shall have no obligation to pay any Final Payments for Final Invoices that were not timely submitted by the Contractor by the applicable Deadlines. Notwithstanding the foregoing, the Authority may, in its sole discretion, authorize the processing of a Final Invoice submitted after the applicable Deadlines.

(b) Subject to the Contractor meeting the applicable Deadlines or as otherwise provided for in subsection (a) above and the Contractor's delivery to the Authority of all releases provided for in subsection (c) below, upon (1) the Authority's receipt of the applicable Final Invoice and (2) the Authority's acceptance of the Contractor's statement of services, the Certificate of Final Acceptance hereinafter provided for, or any other form, certificate, or other instrument that the Authority issues or accepts from the Contractor as confirmation that all Work under the Contract has been performed to the Authority's satisfaction, as applicable (the actions referenced in item (2) of this subsection (b) are collectively referred to as, "Final Acceptance;" and items (1) and (2) in this subsection (b) are referred to as the "Final Payment Conditions"), the Authority within 30 days after the satisfaction of the Final Payment Conditions, subject to all contract provisions, shall pay to the Contractor, by check or otherwise, the Final Payment that remains unpaid and due to the Contractor under the Contract.

(c) The Final Payment shall not become due until the Contractor shall deliver to the Authority all releases required by the Authority from all liens, claims and demands arising out of any Work done pursuant to the Contract.

(d) The acceptance by the Contractor of the Final Payment, or any part thereof, shall be and shall operate as a release of the Authority from all claims and all liability to the Contractor for all things done or furnished in connection with the Work and for every act, omission and neglect of the Authority and others relating to or arising out of this Work, excepting only claims expressly reserved by the Contractor in writing at the time Final Payment is made.

(e) No Interest to be Paid. The Contractor agrees that no interest shall be due and payable from the Authority on any retained amounts or on any other sums deducted and withheld from the partial payments or the Final Payment or for failure to make any partial payments or the Final Payment on the date when any such payments may be due.

SECTION 7 - AUTHORITY'S RIGHT TO WITHHOLD MONEY OUT OF PAYMENTS; LIENS

(a) If the Work is not performed in strict accordance with the Contract, or if the work of any other contract between the Contractor herein and the Authority is not performed in strict accordance with its terms, or if the Authority has a claim against the contractor herein for any other reason whatsoever, or if any claim, just or unjust (including claims for wrongful death and for injuries to person or property), which arises out of the performance of the Work is made against the Authority, the Authority shall have the right to withhold out of any payment, final or otherwise, such sums as the Authority may deem ample to protect it against delays or loss or to assure the payment of such claims on this, or any other open contract which the Contractor has with the Authority.

(b) In the event that wages have been paid at a rate less than the prevailing wage or the Contractor has failed to pay interest on any underpayment of wages required by the Contract, the Authority shall also have the right to withhold from the Contractor out of any payment, final or otherwise, on this, or any other open contract that the Contractor has with the Authority, so much as may be necessary to pay to laborers, mechanics, architects draftsmen, engineers and technical workers, and other workers employed on the Work, the difference between the sums such persons should have received as wages and the amounts they actually received, and to pay such sums over to such persons. All such payments shall be deemed to be payments for the Contractor's account. In addition, the Contractor shall be required to pay for the cost of any investigation conducted by or on the behalf of the Authority that discovers a failure to pay prevailing wages by the Contractor or its subcontractors. If the Authority discovers such a failure, the Contractor shall submit a certified check to the Authority for the administrative cost of the investigation, as such cost has been assessed by the Authority. The certified check shall be submitted to the Office of Prevailing Wage & Labor Standards.

The Authority shall continue to withhold funds from payments due to the Contractor until the certified check for such cost is received.

(c) The foregoing provisions shall be construed solely for the benefit of the Authority and shall not be construed to require the Authority to determine or adjust any claims or disputes between the Contractor and any other person or persons.

(d) Deductions for Defective Work as an Alternative to Requiring Corrections. If the Authority deems it inexpedient to require the Contractor to correct Work damaged or not done in accordance with the Contract, an equitable deduction from the Contract Price shall be made by agreement between the Contractor and the Authority. In the event of the failure of the said parties to reach an agreement, the amount to be so deducted shall be settled in accordance with the procedure hereinafter provided for the settlement of disputes. Until such settlement, the Authority may withhold such sum as it deems just and reasonable from monies, if any, due the Contractor on this, or any other open contract which the Contractor has with the Authority.

(e) Liens as Bar to Payment. The Contractor shall not, at any time, suffer or permit any lien, attachment, or other encumbrance, under the law of this State or otherwise, by any person or persons whomsoever, to remain on file with the Authority against any money due or to become due for any Work done or materials furnished under the Contract, or by reason of any other claims or demand against the Contractor. Such lien, attachment, or other encumbrance, until it is removed, shall preclude any payment and any and all claims or demand for any payment whatsoever under and by virtue of the Contract.

SECTION 8 - MODIFICATIONS OF COMPENSATION; CHANGES IN THE WORK

(a) The Authority, without invalidating this Contract or any bonds or security furnished thereunder, and without notice to the sureties, if any, may, at any time after the acceptance of the Contractor's Proposal, make changes by altering or changing the Work or by ordering Extra Work, or by omitting or reducing the Work in part, or, upon five (5) days' notice to the Contractor, in whole, the Contract Price being adjusted as hereinafter provided. Such alterations, changes, extra work, reductions or omissions may be ordered by the Authority solely by written order. When Work is omitted or reduced, in whole or in part, no right to compensation or damages for any loss or cost, including loss of profit, or for any claim or cause of action, shall accrue to the Contractor for any Work so omitted or reduced, except that the Authority will pay, subject to the provisions of this Contract, for all Work actually performed.

(b) For changes resulting in Extra Work, the contract price shall be adjusted by such of the three following methods as the Authority selects:

1. Where unit prices have been established in the Contract, such unit prices may be used as a basis for computing the additions to be made; or
2. The Authority and the Contractor may agree upon unit prices or a lump sum therefor; or
3. The Contract Price may be adjusted in accordance with the following:

    a. The Contractor shall submit an accurate current account of the actual direct and necessary production cost of the Extra Work itself, with substantiating documentation, subject to audit, as may be required by the Authority, consisting of and limited to the following: labor and items incidental to labor, including Social Security and unemployment insurance; other insurance required by reason of the performance of the extra work; necessary materials, rental value of plant and equipment.

    b. All other items shall be considered as overhead and not as cost including, but not limited to, supervision, superintendents, timekeepers, clerks, security personnel, small tools, incidental job burdens and general office expense. To the cost calculated as aforesaid shall be added: ten percent (10%) as compensation to the Contractor for overhead and all other costs and ten percent (10%) of the resulting amount as profit.

(c) Where such Extra Work is performed through one or more subcontractors, there shall be added to the extra cost to the contractor of such work computed as above (including any overhead and profit allowed by the contractor to the subcontractor, not exceeding the percentage above prescribed for the contractor), six percent (6%) of such extra cost of the work involved in the change.

(d) For changes resulting in omitted or reduced work, any of the methods set forth in the preceding paragraph (b) shall be utilized in calculating a credit to the Authority.

SECTION 9 - DIFFERING SITE CONDITIONS

(a) The Contractor shall promptly, and before such conditions are disturbed, notify the Authority in writing of (1) subsurface or latent physical conditions at the site differing materially from those indicated in the Contract, or (2) unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in this Contract. The Authority shall promptly investigate the conditions, and if it finds that such conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this Contract, whether or not changed as a result of such conditions, an equitable adjustment shall be made and the contract modified in writing accordingly.

(b) No claim of the Contractor under this provision shall be allowed unless the Contractor has given the notice required in (a) above.

SECTION 10 - EXTRA OR OMITTED WORK

(a) Extra Work is work required by the Authority which in its judgment is in addition to that required by the Contract in its present form. Except in an emergency, written orders must be received by the Contractor prior to the commencement of Extra Work and must expressly and unmistakably indicate the intention of the Authority to treat the Work described therein as Extra Work. The provisions of this Contract relating generally to Work and its performance shall apply to any Extra Work required and to the performance thereof except to the extent that the parties hereto may expressly provide otherwise in connection with any particular item of Extra work.

(b) The Contractor shall, immediately upon receipt of a written order of the Authority, proceed to comply with such written order as regards to any changes involving Extra Work or Work omitted or reduced, regardless of whether or not the adjustment in the Contract Price by reason thereof has been agreed upon.

SECTION 11 - TIME OF ESSENCE

Inasmuch as the provisions hereof relating to the time of performance and completion of the Work are for the purpose of enabling the Authority to administer public property efficiently and economically and in accordance with a predetermined program, all such time limits are of the essence of this Contract.

SECTION 12 - TIME FOR COMMENCEMENT AND NOTIFICATION TO PROCEED

The Contractor shall commence the Work on the date specified in the written notification from the Authority to proceed and shall complete the Work within the time period specified. This notification will be made, in general, no more than thirty (30) calendar days from the date of the Award of the Contract.

SECTION 13 - TIME FOR COMPLETION

The Contractor agrees to complete the Work within the time specified in the Special Notices & Conditions or applicable Notice to Proceed.

SECTION 14 - DELAYS IN PERFORMANCE; EXTENSIONS OF TIME

In the event completion of the Work is necessarily delayed beyond the time for the completion of the Work or the particular portion thereof affected, on account of unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to acts or omissions of the Authority, its officers, agents, or employees, whether occurring before or after the acceptance of the Contractor's Proposal, or of any Contractor of the Authority engaged in operations upon the project or third persons, or because of any act of God, strike, embargo upon shipments, insurrection, act of the public enemy, governmental action, unusually severe weather, fire, flood or delays of subcontractors due to such causes, the time for completion shall be extended by a period of time corresponding to the delay, provided that within twenty (20) days from the beginning of such delay the Contractor notifies the Authority of the causes of the delay.

The Authority's determination whether an extension of time is justified and how long the period of extension should be, shall be conclusive and binding upon the Contractor. Except as otherwise provided in this Contract, the Contractor expressly agrees to make no claim or maintain any action against the Authority for damages for suspension of or delay in the performance of this Contract occasioned by delays to or interruptions of the work, and agrees that any such claim shall be fully compensated for by an extension of time to complete performance.

SECTION 15 - SUSPENSION OF WORK

The Authority may order the Contractor to suspend the Work for the Authority's convenience for such period of time it may deem appropriate, provided that where such suspension is for an unreasonable period of time an adjustment shall be made for any increase in the cost of performance of this Contract caused thereby. However, no adjustment shall be made where the work is suspended or delayed by any other cause, including the fault, negligence or improper performance of the Contractor or of any other contractor.

SECTION 16 - RISKS; INDEMNIFICATION

1. **Indemnification.** To the fullest extent permitted by law, the Contractor (the "**Indemnifying Party**") hereby agrees to indemnify, defend (with counsel reasonably acceptable to NYCHA), and hold NYCHA, and NYCHA's Related Parties harmless from and against all "**Indemnified Losses**" (as defined below) that may arise against NYCHA and NYCHA Related Parties arising out of or in any way related to the acts or omissions of the Contractor, or the acts or omissions of its employees, agents, licensees, invitees, contractors, subcontractors or any other entity or person involved in providing the Services under the Contract except to the extent, and only to the extent, such losses arise from the acts or omissions of NYCHA.
2. "Indemnified Losses" are defined as incurred and potential damages, losses, liabilities, costs, expenses, obligations, penalties, fines, impositions, fees, interest, attorneys' fees (including any attorneys' fees incurred in enforcing this indemnity), consultants' fees, expert fees, levies, a decline in value, lien removal or bonding costs, claims, litigation, demands, defenses, judgments, suits, proceedings, disbursements, and settlements, of any kind and nature whatsoever.
3. The Indemnifying Party hereby covenants and agrees that the obligations, indemnities and liabilities of the Indemnifying Party in this Section shall:

    a) incept upon the Effective Date of this Contract and shall survive the expiration, revocation, termination or expiration of this Contract;
    b) be triggered by notice to Indemnifying Party by NYCHA, which shall include a summary of the details of the Indemnified Loss as known to NYCHA at the time of notice and NYCHA's direction as to how Indemnifying Party shall indemnify, defend or hold NYCHA harmless including, without limitation the reimbursement of costs, the assumption of legal defense and/or the extension of insurance coverage. The Indemnifying Party shall respond within ten (10) business days affirming the Indemnifying Party's agreement therewith or advising the NYCHA of any dispute or reservation of rights with respect to the Indemnified Loss. If NYCHA seeks legal defense from the Contractor or its insurer under this , NYCHA shall provide all reasonable cooperation requested by the Contractor, its insurer or either of their respective attorneys;
    c) not be limited in any way to the availability or applicability of insurance available to the Indemnifying Party, whether or not such insurance is required under this ; and
    d) apply in addition to any other indemnification provided herein.

SECTION 17 - INTENTIONALLY OMITTED

SECTION 18 - TYPES AND AMOUNTS OF INSURANCE REQUIRED

The Contractor shall obtain and maintain throughout the duration of the Contract the types and amounts of insurance outlined in **Rider 1** hereto compliant with the terms and conditions therein as well as each of the following terms and conditions:

1. **No Services or Scope of Work Excluded -** Insurance policies shall not exclude claims arising out of or in any way related to the Work, scope of work or operations contemplated within the scope of this Contract whether or not such Work, scope of work, or operations are performed directly by the Contractor or by the Contractor's Related Parties.

2. **Severability of Interests - No Employer Exclusions** - Liability insurance policies required by this Contract must extend coverage to NYCHA and NYCHA's Related Parties as additional insureds for any employer over-action or similar claim, and must not exclude liability coverage for NYCHA, or NYCHA's Related Parties, as an additional insured arising out of a claim which alleges or in any way involves the injury of the Contractor, the Contractor's employees or the owners or employees of the Contractor's Related Party performing Work. Liability insurance policies must include an industry standard "Severability of Interests" or "Separation of Insureds" clause providing that no policy exclusion, term or condition applicable to the Contractor shall affect the availability of coverage to the additional insured.

3. **Change in Risk** - NYCHA reserves the right to revise the types and amounts of insurance required due to any temporary or permanent material change in the services, scope of work or operations which may increase the potential liability of any party, as determined at NYCHA's sole discretion.

4. **Compliance** - Certificates of Insurance and supplementary documentation demonstrating compliance with these requirements shall be submitted (i) upon execution of this Contract, (ii) upon each required insurance policy renewal, and (iii) upon demand of NYCHA. Contractor shall deliver to NYCHA or its designee, or cause its licensed or certified insurance professionals to deliver to NYCHA or its designee, Certificates of Insurance and supplementary documentation certifying compliance with any and all requirements as and when required by NYCHA, including via the online submission and certification of such documents or via email delivery. Certificates of Insurance and supplementary documentation sent through the mail (whether or not certified or notarized) will not be considered received or accepted by NYCHA unless delivered in accordance with the specific directions of NYCHA or its designee.

Requirements may only be waived in writing by an authorized representative of NYCHA's Risk Management Department.

However, NYCHA will grant the following pre-defined conditional waivers:

a. Auto Liability Insurance Waiver – will be granted provided Contractor covenants in writing that no vehicles will be used by Contractor or Contractor Related Party on or from any NYCHA property during the Term of this Contract.

b. Workers' Compensation Waiver – if Contractor (i) is a sole proprietor, (ii) has no employees or staff of any type, (iii) is legally exempt from New York State Workers' Compensation Law, and (iv) only works with contractors insured for Workers Compensation in compliance with New York State law, then NYCHA will accept New York State's CE-200 form, or any successor and equivalent form authorized by the State of New York, in lieu of the required Workers Compensation insurance.

5. **Insurance Compliance Failure** - Failure to maintain required insurance coverage for the duration of the Contract and any extension thereof, shall be deemed a breach of the Contract. In the event of failure to maintain the required insurance, and in addition to any other rights and remedies available under the Contract, at law or in equity, NYCHA reserves the right at its sole discretion to withhold payment, stop Work or terminate this Contract. NYCHA may also (a) address any gap in insurance coverage required at its own discretion at the Contractor's sole expense and/or (b) require the Contractor to provide formal financial guarantees, such as a bond or letter of credit in the amount equal to NYCHA's projection of the costs of any claim which would have been insured if not for Contractor's failure to comply.

6. **Insurers –** All insurance must be underwritten by insurance companies that are licensed, admitted, approved, or otherwise legally permitted to transact insurance business in the state of New York and which have a minimum AM Best policyholder rating of A- or greater and a minimum AM Best financial size category of VII or greater. Insurance may alternately be underwritten by a Lloyd's of London syndicate or surplus lines insurers authorized to underwrite business in the State of New York.

7. **High Retention or Deductible / Self-Insurance & Alternative Risk Financing –** Insurance policies with retentions or deductibles in excess of ten thousand dollars ($10,000) or insurance programs including self-insurance, captive insurance, participation in risk purchasing groups or other alternative risk financing mechanisms must be declared to and approved by NYCHA's Risk Management Department prior to being utilized to satisfy the requirements of this Contract. Such approval shall not be unreasonably withheld provided that, whichever mechanism is used, the financial resources and responsibility to pay claims in a manner consistent with the insurance required herein is lawful, demonstrable and credible at NYCHA's sole discretion. Contractor agrees to provide any documentation required by NYCHA to make such a determination and agrees that Contractor will be responsible for all deductibles, retentions, and other self-insured costs of such policies or programs, irrespective of amount.

8. **Notice of Cancellation –** Where commercially available, each insurance policy must be endorsed to provide that such policy may not be canceled without at least thirty (30) days' prior written notice to NYCHA for any reason excepting non-payment of premium for which policy must provide ten (10) days prior written notice of cancellation.

9. **Primary/Excess Policies –** Insurance requirements may be satisfied through any combination of primary and excess insurance which is otherwise compliant with these requirements.

10. **Blanket Insurance –** Insurance policies covering the Work along with other locations and operations of the Contractor are permissible, provided such policies are otherwise compliant with these requirements.

11. **Claims-Made Insurance –** If the Contractor maintains required insurance on a Claims-Made basis, meaning any insurance triggered by the date of the filing of a claim as opposed to the date of the occurrence of a covered loss, then such insurance coverage must remain in effect throughout the statute of limitations applicable to any claims which may be made under that policy.

12. **Minimum Limits –** The limits of insurance required herein are the minimum required by NYCHA and shall not be construed by Contractor or Contractor's insurer as representing any cap or limitation on Contractor's liability under this Contract nor shall such minimum limits be construed as a cap or limitation of NYCHA's right to seek any available coverage or protection under the insurance policies of the Contractor, whether or not required herein.

13. **NYCHA's Insurance –** Contractor acknowledges that NYCHA may maintain insurance policies or reserve funds which address NYCHA's liability and other risk exposure with respect to the Services. Contractor acknowledges that neither Contractor nor Contractor's Related Parties nor the insurers of Contractor or Contractor's Related Parties have any right to or expectation of insurance coverage, protection or proceeds from NYCHA's insurance policies or reserve funds.

14. **Contractor's Related Parties –** Contractor shall require by contract, and shall enforce the requirement that Contractor's Related Parties obtain and maintain no less than one million ($1,000,000) in General Liability and Auto Liability insurance limits, and statutorily required Workers' Compensation insurance policies, subject to all of the same terms and conditions and providing equivalent protection to NYCHA as required of Contractor by this Contract, with such insurance being applicable to any incident or occurrence arising from the acts or omissions of the Contractor's Related Party with respect to the Work or this Contract.

Subject to the same terms as above, Contractor shall require by contract, and shall enforce the requirement that Contractor's Related Parties obtain and maintain the following additional types and amounts of insurance, subject to all of the above requirements if applicable, as follows:

a. Professional Liability Insurance of no less than one million dollars ($1,000,000) for licensed or specialized professional services of design, architecture or engineering or legal, financial or medical services required by the Work and being provided by the Contractor's Related Party.

b. Pollution Legal Liability Insurance of no less than one million dollars ($1,000,000) for any treatment, handling, transport or abatement of hazardous material required by the Work which are to be performed by the Contractor's Related Party. This insurance must name NYCHA as an additional insured.

It shall be Contractor's sole responsibility to monitor and enforce the compliance of Contractor's Related Parties with the provisions of this section. Contractor shall provide to NYCHA evidence and documentation of the compliance of the Contractor's Related Parties as and when requested by NYCHA.

SECTION 19 - SURETIES

In the event this Contract requires the Contractor to furnish Performance and Payment Bonds, such bonds shall be in the form prescribed by the Authority and shall be deemed to include the performance of all the Contractor's obligations under the guarantees by the Contractor or subcontractors contained in the Contract Documents.

SECTION 20 - DEFAULTS

(a) The Authority shall have the right to declare the Contractor in default on the whole or any part of the work if:

1. The Contractor shall fail to begin the Work to be done under the Contract on the date of award or the date otherwise specified in writing by the Authority, or if the Work shall be abandoned by the Contractor, or

2. The Contract shall be assigned or the Work sublet by the Contractor otherwise than as permitted by the Contract, or

3. The Contractor has unnecessarily or unreasonably delayed the Work or any part thereof, or has persistently or repeatedly refused or failed to supply enough properly skilled workers or proper materials, or

4. The Contractor has failed to make prompt payment to subcontractors, suppliers of materials, or other creditors; or has failed to display the prevailing wage poster, to provide a copy of the prevailing wage schedule when requested, to complete the General Virtual Logbook form or to submit the *Contractor Daily Sign-In Sheets* in compliance with the requirements of Section 43 of the General Conditions, below; or has failed to observe or perform the provisions of any term whatsoever of the Contract, or

5. The Contractor shall become bankrupt or insolvent, or makes an assignment for the benefit of creditors, or its affairs are placed in the hands of a receiver or trustee.

(b) Upon declaration of default in writing to the Contractor, the Contractor shall not begin or shall discontinue or not resume the work. In such event, the Authority may take over the Work and prosecute the same to completion as agent for and at the expense of the Contractor, either directly or through other contractors, with or without public advertisement, or by calling upon the surety or sureties, if any, to complete the Contract as provided for in the Performance Bond, and the Contractor and sureties shall be liable to the Authority for any loss, damage, extra cost, or detriment to the Authority thereby. The Authority may take immediate possession of and utilize in completing the Work all materials and equipment provided for the Work. The Authority may also adopt and enforce any subcontracts which may have been let for any part of the Work. The Authority's certificate as to the excess cost and excess time, if any, of completing the Work, and the amount of damage suffered, shall be binding and conclusive upon the Contractor and his sureties.

(c) The right to declare the Contractor in default for any of the grounds specified or referred to in Section 20(a) of the General Conditions shall be exercised by the Authority by sending the Contractor a written notice setting forth the ground or grounds upon which such default is declared (the "Notice of Default").

(d) The Authority's determination that the Contractor is in default shall be conclusive, final and binding on the parties and such a finding shall preclude the Contractor from commencing a plenary action for any damages relating to the Contract. If the Contractor protests the Authority's determination, the Contractor may commence a lawsuit in a court of competent jurisdiction of the State of New York under Article 78 of the New York Civil Practice Law and Rules.

SECTION 21 - RIGHTS AND REMEDIES OF CONTRACTOR

The Contractor agrees that money damages are adequate compensation for any breach of the Contract which may be committed by the Authority, and that no default, act or omission of the Authority shall constitute a material breach of the Contract entitling the Contractor to cancel or rescind it or (unless the Authority shall so direct in writing) to suspend or abandon performance. The Contractor hereby waives any and all rights and remedies to which he might otherwise be or become entitled because of any wrongful act or omission of the Authority, saving only the right to money damages.

SECTION 22 - DISPUTES AS TO THE WORK

A fundamental intent of the Contract is that all Work required by the Authority shall be promptly performed in accordance with its directions and to its satisfaction, but without prejudice to the rights of either party as to the proper determination of questions relating to compensation, damages, or other money payments or deductions from payments as provided in this Contract. The Contractor shall, under no circumstances, cause any delay of the Work during any dispute as to the Work or compensation or the meaning of the specifications or plans or drawings, or because of any dissatisfaction with any decision of the Authority, but shall proceed with the Work promptly, as directed.

SECTION 23 - CLAIMS

(a) If the Contractor claims that any instructions of the Authority, by drawings or otherwise, involve Extra Work entailing extra cost, or claims compensation for any damages sustained by reason of any act or omission of the Authority, or of any other persons, or for any other reason whatsoever, the Contractor shall, within twenty (20) days after such claim shall have arisen, file with the Authority written notice of intention to make a claim for such extra cost or damages, stating in such notice the nature and amount of the extra cost or damages sustained and the basis of the Claim against the Authority. If the Authority shall deem it necessary for proper decision, upon any notice filed hereunder, to require additional data, depositions or verified statements, the Contractor must furnish the same within twenty (20) days after written demand therefor upon him/her.

(b) The filing by the Contractor of a notice of claim and the compliance by the Contractor with the demand, if any, for additional data, depositions or verified statements, both within the time limited herein, shall be a condition precedent to the settlement of any claim or to the Contractor's right to resort to any proceeding or action to recover thereon, and failure to do so shall be deemed to be a conclusive and binding determination on the Contractor's part that he/she has no claim against the Authority for compensation for Extra Work or for compensation for damages, as the cause may be, and shall be deemed a waiver by the Contractor of all claims for additional compensation or for damages.

(c) The Authority shall have the right at any time that a claim is made or a lawsuit is brought by the Contractor on any account to audit the books and records of the Contractor with respect to all matters relating to the subject matter of the claim or lawsuit.

SECTION 24 - USE AND CARE OF PREMISES; PARKING

(a) The Contractor shall confine his apparatus, storage of materials, and operations to the limits indicated by law, ordinances, permits, and rules and regulations, and in accordance with the directions of the Authority. The Contractor shall not unreasonably encumber the premises with his materials. The Contractor shall maintain the premises in a neat and orderly condition and shall from time to time remove all plant, surplus materials, false work, and temporary structures of every nature resulting from his/her or his/her Subcontractor's work. The Contractor and all Subcontractors must collect daily their accumulated rubbish and leave it where designated by the Authority for prompt removal. The Contractor shall assume the entire risk of loss or damage to any materials or equipment stored in any location made available at the development by the Authority.

(b) The Contractor and its Subcontractors, if any, shall not park their vehicles or otherwise use any parking spaces, grass or gravel areas, or anything of similar nature to park their vehicles, on Authority property. Vehicles parked in unauthorized areas shall be towed at the Contractor or Subcontractor's sole expense.

SECTION 25 - PRECAUTIONS TO BE TAKEN; CLEAN AIR AND WATER

(a) The Contractor shall perform the Work with all due care and proper precaution, and in such manner as will afford the greatest protection to persons and property on or off the site of the project. The Contractor shall provide all the protection necessary for all materials and Work, whether in progress or completed, and whether incorporated in the project or not, against injury from any cause, and shall place and maintain all necessary and proper guards, lights, and other protective devices for the prevention of accidents and for the protection of workers and the public, and shall post danger signs warning against the hazards created by operations under the Contract. The Contractor shall observe all laws and regulations of the municipality in relation to obstructing the streets, keeping open passageways, and protecting the same where they are exposed and would be dangerous to the public.

(b) The Contractor at his own cost and expense shall make such arrangements as may be necessary or required to protect the Work from the time it is commenced until the Certificate of Final Acceptance is issued or until the Authority shall otherwise direct.

(c) In the event the work of the Contract is at a Federally-aided project, the Contractor shall comply with all the requirements of the Clean Air Act, as amended (42 U.S.C. Section 1857 et. seq.); the Water Pollution Control Act, as amended (33 U.S.C. Section 1251 et. seq.) and Executive Order 11738.

SECTION 26 - INTENTIONALLY OMITTED

SECTION 27 - COMPLIANCE WITH LAWS AND REGULATIONS

(a) The Contractor shall give all required notices and comply with all federal, state, municipal, and departmental laws, local laws, ordinances, rules and regulations, notices, orders and any requirements as to permits and licenses which affect the Work and which bear upon the conduct thereof and upon those engaged therein. All costs arising out of the performance of any Work contrary to any of these shall be borne by the Contractor. If the drawings or specifications are at variance with any of these, the Contractor shall promptly notify the Authority in writing so that any necessary changes may be made.

(b) In furtherance of subsection (a) immediately above, Contractor represents and warrants that the Contractor, its subcontractors and sub-consultants, and all subcontractors or sub-consultants of all tiers including, but not limited to, their employees, consultants, sub-consultants, suppliers (including, but not limited to, suppliers of materials, goods, supplies, equipment or otherwise), agents, and volunteers (such employees, consultants, sub-consultants, suppliers, agents, and volunteers hereinafter referred to as the "**Parties Performing Work**") (i) are, and shall remain for so long as the Contract is in effect, in compliance with all applicable laws, ordinances and codes of the federal, state and local governments which are directly or indirectly related to the Work, including, but not limited to, licensing and compliance requirements, and (ii) shall perform the Work in compliance with all applicable laws, rules, regulations, ordinances and codes of the federal, state and local governments or agency having jurisdiction over, or interest in, the Authority or the Contract, including, but not limited to all provisions of New York State Labor Law and Public Health Law. The Contractor is fully responsible for all subcontractors' and sub-consultants' of all tiers, and the Parties Performing Work' compliance with the terms of the Contract and the acts or omissions of all subcontractors and sub-consultants of all tiers and the acts or omissions of the Parties Performing Work.

(c) The Contractor shall comply with, and shall cause all subcontractors and sub-consultants of all tiers and all of the Parties Performing Work to comply with, all applicable laws, rules, regulations, ordinances, and codes of the federal, state and local governments, or any agency having jurisdiction over, or interest in, the Authority or the Contract, including, but not limited to, all licensing and compliance requirements related and applicable to the Contract and the performance of the Work and all provisions of New York State law including, but not limited to, the Labor Law and the Public Health Law.

(d) The Authority and the Contractor are the only parties to the Contract. No subcontract and no approval of any subcontractor or sub-consultant of any tier shall create or be deemed to create any rights in favor of such subcontractor or sub-consultant and against the Authority or create any contractual relationship between any subcontractor or sub-consultant of any tier or any of the Parties Performing Work. The Contractor shall ensure and cause all subcontractors and sub-consultants of any tier and Parties Performing Work under the Contract, to fully (i) perform the Work in strict accordance with the requirements of the Contract, and (ii) abide by all terms and conditions of the Contract. The Contractor shall be responsible and liable for any breach, default, or failure on the part of a subcontractor or sub-consultant of any tier and/or any Parties Performing Work to comply with the foregoing requirements.

SECTION 28 - ORDER OF THE WORK; BLANKET PURCHASE ORDER RELEASES

Unless otherwise specified in writing the Contractor shall commence the Work under the Contract at the time of award. The Authority may also designate the first block, section, or area, or the first apartment or apartments or building or buildings within a block, section, or area, on which the Contractor shall

commence work. All work shall be performed in such order and by such methods as will produce the best workmanship, economy, safety and speed. Notwithstanding the foregoing, if the Contract is awarded as a blanket purchase agreement or is awarded on a JOC, requirements or IDIQ basis, the Contractor shall not commence any Work under the Contract until it has received from the Authority a Blanket Purchase Order Release confirming that the Contractor is authorized to perform the Work set forth in such release at the specific site(s) listed therein. The Contractor must receive a Blanket Purchase Order Release in order to perform such Work notwithstanding the Contractor's receipt of a notice to proceed, task order, purchase order, work assignment or other direction regarding such Work ("Work orders"). For purposes of clarity, if the Contract is awarded on a JOC, requirements, or IDIQ basis, the Authority may issue multiple Work Orders during the term of the Contract. Notwithstanding the issuance of such Work Orders, the Contractor shall not perform Work pursuant to such Work Orders until the Contractor has received a Blanket Purchase Order Release confirming that the Contractor is authorized to perform the Work set forth in the Work Order(s).

SECTION 29 - ASSIGNMENT OF BUILDINGS

At the time of the commencement of work, the Authority may not have all the apartments, buildings and the other spaces available. Therefore, the Contractor shall proceed immediately with the Work in such apartments, buildings and other spaces as are made available by the Authority, and will perform all other work required under the Contract in such order and at such times as the Authority will direct

SECTION 30 - FITTING AND COORDINATION OF THE WORK

The Contractor shall be responsible for the proper fitting of all Work and for the coordination of the Work with that of other contractors who may be engaged in the performance of work at the development.

SECTION 31 - PROGRESS CHART; ATTENDANCE AT REGULARLY SCHEDULES JOB MEETINGS

(a) Progress Chart. At the time of commencement of work, the Contractor, if requested, shall furnish a satisfactory progress schedule which shall be in the form of a graph to suitable scale, indicating salient features of the work and the expected status of the work and the expected status of the work at any time. The progress schedule shall be submitted to the Authority for approval and for such modifications to such schedule as the Authority may deem necessary. The sequence of the performance of the Work may, however, from time to time, be altered by the Authority.

(b) Authority May Require Satisfactory Progress. The Authority shall have the right, without any extra compensation to the Contractor, at any time when, in the judgment of the Authority and the work is not proceeding in accordance with the approved progress chart or schedule, to require the Contractor to take such measures or adopt such methods as may be necessary, in the opinion of the Authority, to obtain and maintain satisfactory progress.

(c) Attendance at Regularly Scheduled Job Meetings. The Contractor shall attend (or cause its authorized representative to attend and act on behalf of the Contractor at) all job meetings regularly scheduled by the Authority. If the Contractor fails to attend or cause its authorized representative to attend any such regularly scheduled job meeting, the Authority may, in its sole discretion, charge the Contractor, and the Contractor shall pay the Authority, a fee of two-hundred and fifty dollars ($250.00) as an administrative fee. Such fee may be charged against the Contract price or against any other contract the Contractor may have with the Authority.

SECTION 32 - INSPECTION AND TESTS

(a) Generally. The Authority at all times shall have access to the Work, wherever and whenever it is in preparation or progress, and the Contractor shall provide facilities for such access for the purpose of inspection. The Authority will maintain such inspectors as it shall deem necessary to inspect the materials and labor furnished and the Work done, but shall be under no obligation to do so, nor shall it assume any responsibility for defective work which inspection may or could have disclosed. All work, materials, processes of manufacture, and all methods of construction shall at all times and places, including places of manufacture or origin, be subject to inspection and tests as may be determined by the Authority.

In the event the Contractor informs the Authority that the Work or any part of the Work is complete for inspection, whether or not as an element of any requisition for partial payment, and the Authority subsequently determines that the Work or the part thereof does not pass inspection, the Authority shall charge the Contractor and the Contractor shall pay the Authority a fee of fifty dollars ($50.00) as an administrative fee for the time and travel of the Authority staff directed to inspect such substantially incomplete Work or part thereof. The Authority may, without limitation, credit this fee against the Contract price or any other contract the Contractor may have with the Authority.

(b) Allocation of Costs of Tests and Re-Examination for Work:

1. Special Tests. If the Contract Documents, the instructions of the Authority, local laws, or any public agency or officials require any work to be specially tested or approved, the Contractor shall give the Authority timely notice of its readiness for such inspection. All such tests or inspection shall be paid for by the Contractor, except as otherwise specifically provided for.

2. Other Tests. The cost of test of materials as may be required by the Authority will be borne by the Authority. If, however, the tests prove that the materials tested are not according to the requirements of the Contract, then the cost of such tests is to be borne by the Contractor.

3. Re-Examination of Work. Re-examination of questioned work may be ordered by the Authority and if so ordered the work must be uncovered by the Contractor. If such work be found in accordance with the Contract Documents, the Authority shall pay the cost of re-examination and replacement. If such work be found not in accordance with the Contract Documents, the contractor shall pay such cost. If any work be covered up without the approval or consent of the Authority, such work must, upon request of the Authority, be uncovered at the expense of the Contractor.

SECTION 33 - CORRECTION AND REPLACEMENT OF DEFECTIVE OR DAMAGED WORK

Right of Authority to Reject. The Authority may reject defective or unsatisfactory Work or materials. The Contractor shall proceed at once with the correction of rejected, defective, or unsatisfactory workmanship or materials and shall have all objectionable materials removed from the site (or any place used for storing materials for use on the Work) and replaced.

SECTION 34 - MATERIALS AND WORKMANSHIP; PATENTS

(a) Quality and Suitability. All materials, equipment and articles incorporated in the Work shall be new, unless the Authority shall otherwise direct in writing. All workmanship, equipment, materials, and articles incorporated in the Work shall be of the best grade of their respective kinds for their purposes. The Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials.

(b) The Contractor shall indemnify, hold and save the Authority harmless from liability of any nature or kind, including claims, suits, judgments, costs, and expenses, for, or on account of any infringement, alleged infringement, or use of any patented or unpatented, or copyrighted or non-copyrighted invention, method, appliance, process, design, article or device manufactured or used in the performance of the Contract, and the Contractor shall defend all suits or claims by any person on account of the foregoing at its own cost and expense.

(c) PROHIBITION ON USE OF TROPICAL HARDWOODS

1. In accordance with Section 167-b of the State Finance Law, tropical hardwoods and tropical hardwood products, shall not be obtained or utilized in the performance of this contract. The following species are tropical hardwoods:

Scientific Name/Common Name

Vouacapous americana/Acapu
Pericopsis elata/Afrormosis
Shorea almon/Almon
Peltogyne spp./Amaranth
Guibourtia ehie/Amazaque
Aningeris spp./Aningeria
Dipterocarpus grandiflorus/Apilong
Ochroma lagopus/Balsa
Virola spp./Banak
Anisoptera thurifera/Bella Rose
Guibourtis arnoldiana/Benge
Deterium Senegalese/Boire
Guibourtis demeusil/Bubinga
Prioria copaifera/Cativo
Antiaris africana/Chenchen
Dalbergis retusa/Concobola
Cordia spp./Corida
Diospyros spp./Ebony
Aucoumes klaineana/Gaboon
Chlorophors excelsa/Iroko
Acacia Koa/Koa
Pterygota macrocarpa/Koto
Shorea negrosensis/Red Lauan
Pentacme contorta/White Lauan
Shores ploysprma/Tanguile
Terminalia superba/Limba
Aniba duckei/Louro
Kyaya ivorensis/African Mahoga
Swletenia macrophylla/American Mahogany
Tieghemella leckellii/Makora
Distemonanthus benthamianus/Movingui
Pterocarpus soyauxii/African Padauk
Pterocarpus angolensis/Angola Padauk
Aspidosperma spp./Peroba

Peltogyne spp./Purpleheart
Gonystylus spp./Ramin
Dalbergia spp./Rosewood
Entandrophragma cylindricum/Sapela
Shores philippinensis/Sonora
Tectona grandis/Teak
Lovoa trichilloides/Tigerwood
Milletia laurentii/Wenge
Microberlinia brazzavillensis/Zebrawood

2. Any bid or proposal, which proposes or calls for the use of any tropical hardwood, or tropical hardwood product, in the performance of the Agreement shall be deemed to be non-conforming.

3. If, after execution of any contract, purchase order, or other agreement (any and all of which are referred to hereafter in this paragraph as "Agreement"), the Authority learns that any tropical hardwood or any hardwood product has been used or will be used in connection with the performance of the Agreement, the Contractor shall be in default of the Agreement and the Authority shall have the right to terminate the Agreement and to exercise any and all rights and remedies, both legal and equitable, available to the Authority under the Agreement.

SECTION 35 - REFERENCE BY NAME, TECHNICAL WORDS, NUMBER, OR SYMBOL: "EQUAL" DEFINED

(a) Reference by name. Specific reference in the Contract Documents to any article, product, materials, fixture, form, type of construction, equipment, appurtenance, or any other item to be incorporated into the Work or to be used in connection therewith, by name, make or catalogue number, is made only to establish a standard of quality and shall not be construed as limiting competition.

(b) Reference by Technical Words. Materials or Work specified herein in words which have a well known technical meaning shall be held to refer to the particular standards which such words imply.

(c) Reference by Number or Symbol. Materials specified by reference to the number or symbol or a specific standard, such as a Commercial Standard, a Federal Specification, or other similar standard, shall comply with requirements in the latest revision thereof and any amendment or supplement thereto in effect on the date of the Solicitation of Bids, except as limited to type, class, or grade, or modified in such reference. The standards referred to, except as modified in the Specifications, shall have full force and effect as though set forth herein.

(d) Use of Products Equal to Those Specified. If the Contractor obtains the prior approval of the Authority in writing, the Contractor may substitute in lieu of any article or material specified by the Contract Documents a similar article or materials which in the judgment of the Authority is equal to that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended.

SECTION 36 - SAMPLES

The Contractor shall furnish for approval of the Authority, all samples as required by the Specifications or as directed by the Authority. When the Authority approves samples, the work shall be in accordance with such approved samples. Each sample shall have a label indicating the material represented, its place of origin, and the name of its producer, the name of the Contractor, and the name of the Work for which the materials is intended. The approval of any sample shall be only for the characteristics or for the uses named in such approval, and for no other matter.

SECTION 37 - COOPERATION WITH OTHER CONTRACTORS

The Authority reserves the right to and may award other contracts in connection with this Contract. If the Authority shall let other contracts in connection with this Contract, the Contractor shall afford such other contractors reasonable opportunity for the introduction and storage of their materials, deposit of waste, and for the execution of the work under such other contracts, and shall fully cooperate with such other contractors and carefully fit, coordinate, and connect the Work of this Contract with that of the other contracts. This obligation shall be a part of the Work and shall also be subject to the direction of the Authority. It is expressly understood and agreed that the Contractor shall lay out and install the Work at such time or times and in such manner as not to delay or interfere with the progress of any other contractor's work.

SECTION 38 - LOSS CAUSED BY OR TO OTHER CONTRACTORS

(a) Loss Caused by Other Contractors. Should this Contractor sustain any loss, damage, or delay through any act or omission of any other contractor having a contract with the Authority for the performance of work or delivery of materials upon the site, then this Contractor shall have no claim against the Authority for such loss, damage, or delay, but shall have recourse solely to such other contractor. In the event another contractor defaults in or abandons his contract, then the Authority shall have a reasonable opportunity to engage others to perform the uncompleted work of the other contractor and shall not be liable for any delay, damage or loss which may be caused by the work of this Contractor in the interim.

(b) Loss Caused to Other Contractors. If any other contractor shall suffer loss, damage, or delay through the acts or omissions on the part of this Contractor,

this Contractor hereby agrees to reimburse such other contractor for his loss or damage. If such other contractor shall assert any claim against the Authority on account of any loss, damage, or delay alleged to have been so sustained, the Authority shall notify this Contractor, who shall save the Authority harmless against all claims, losses, costs, expenses, fees, and other liabilities of whatsoever kind, including legal fees and expenses incurred by the Authority in defending any suit or suits based upon such claim or claims, and, if any judgment or claim against the Authority shall be allowed, then this Contractor shall pay or satisfy such judgment or claim and pay all costs and expenses in connection therewith.

SECTION 39 - WORK OF OTHER CONTRACTORS

If any part of this Contractor's Work depends for proper execution or results upon the work of any other contractor, the Contractor herein shall inspect and promptly report to the Authority any defects in such work that render it unsuitable for the proper performance and execution of this Contractor's Work. The failure of the Contractor herein so to inspect and report shall constitute an acceptance by him of the work done under other contracts as fit and proper to receive his Work and to become the basis thereof, except as to defects which may develop in the work done under other contracts after the completion of the Work to be performed under this contract. In the event that any of the Work performed hereunder becomes defective, inadequate, or unsatisfactory because of defects in work done under other contracts which defects should or would have been discovered by a proper inspection of such work by the Contractor herein, then this Contractor shall be responsible and liable to replace such damaged portions of this Work as if the work of any other contractor had not been involved.

SECTION 40 - ASSIGNMENTS AND SUBCONTRACTING

In addition to the Contractor's and subcontractor's obligations with respect to Section 3 Business Concerns, the Authority has a policy to ensure that all businesses have an equal opportunity to participate in all aspects of the Authority's procurement of goods and services. The Contractor shall state in all solicitations or advertisements for bids for subcontractors placed by or on behalf of the Contractor that all qualified businesses will receive consideration for subcontracts without regard to the race, color, religion, military service, national origin, sex, age, disability, marital status or sexual orientation of the owners, partners, management or stockholders of a business.

The Contractor shall not assign, transfer, convey, sublet (directly or indirectly), or otherwise dispose of this Contract, of any right, title, or interest in or to the same or any part thereof, or monies due or to become due thereunder, without the previous consent in writing of the Authority. Any such assignment made without such written consent shall be void. Nothing herein contained shall be construed to hinder, prevent or affect an assignment by the Contractor for the benefit of his creditors made pursuant to the laws of the State of New York.

SECTION 41 - SUBCONTRACTS

(a) The Contractor may not subcontract more than 88% of the work unless otherwise agreed in writing by the Authority.

(b) All subcontracts made by the Contractor must be in writing. No Work may be performed by a subcontractor prior to the Contractor entering into a written subcontract with the subcontractor and complying with the provisions of this section and all other provisions of the Contract applicable to subcontractors.

(c) The Contractor shall (1) submit to the Authority for its written approval the name, tax ID, trade, address and additional contact information of subcontractors for any part of the Work, (2) file all required disclosures regarding the subcontractor in the Contractor's PASSPort account, and (3) provide any other information requested by the Authority evidencing that the subcontractor has the necessary facilities, skill, integrity, past experience, and financial resources to perform the Work satisfactorily in accordance with the terms of the Contract. Further, if applicable, the Contractor must submit to the Authority a Letter of Assent to the PLA signed by a proposed subcontractor at the same time that the Contractor submits the name of the proposed subcontractor to the Authority for approval. The Contractor's use of any subcontractor to perform the Work including, but not limited to, any of the Proposed Subcontractors, is subject to the Authority's written approval.

(d) If the Contractor seeks to (1) change any of the Proposed Subcontractors identified in its bid, (2) change a subcontractor that has been otherwise approved by the Authority, or (3) use a subcontractor not identified in its bid, the Contractor must submit a written request to the Authority along with the name of the proposed substitute or new subcontractor with full information as to its qualifications and ability to perform the Work satisfactorily (a "**Subcontractor Change** "). A Subcontractor Change is subject to, and expressly conditioned on, the Authority's written approval in accordance with subsection (a) of this section above and the Contractor's compliance with all of the submission requirements in accordance with subsection (b) of this section above. Further, any Subcontractor Change of the Proposed Subcontractors identified in a Sealed Subcontractor List, and any change in the amounts to be paid to each, may only be granted by the Authority upon the Contractor's showing of a legitimate construction need which shall include, but not be limited to, a change in project specifications, a change in construction material costs, a change to subcontractor status as determined pursuant to Section 222(e) of the New York State Labor Law, the subcontractor becoming unavailable to perform the subcontract.

(e) The Contractor shall assume the risk of loss, damage, or delay resulting from a Subcontractor Change. A request for a Subcontractor Change shall act as the Contractor's waiver of any and all claims that the Contractor may bring, under these General Conditions or otherwise, for extra costs, expenses, equitable adjustments, and damages that the Contractor may incur as a result of the Subcontractor Change including, but not limited to, with respect to any time expended by NYCHA in reviewing the Subcontractor Change request or approving the proposed substitute or new subcontractor. Further, the Authority's acceptance of a Subcontractor Change shall not be considered a time extension for the completion of the Work, nor shall it limit the Authority's rights and

remedies under the Contract with respect to any delays in completing the Work including, but not limited to, the Authority's right to assess and charge liquidated damages, pursuant to these General Conditions.

(f) The Contractor shall, upon demand of the Authority, submit to the Authority a copy of each contract made with any subcontractor.

(g) The Authority and the Contractor are the only parties to this Contract. No sub**c**ontract and no approval of any subcontractor shall create or be deemed to create any rights in favor of such subcontractor and against the Authority or create any contractual relation between any subcontractor or suppliers of material and the Authority.

(h) The Contractor shall not subcontract with any parties listed on the government-wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the Executive Orders 12549 and 12689 and implementing regulations at 2 CFR 180.

SECTION 42 - COMPLIANCE WITH LABOR LAWS AND REGULATIONS

The Contractor shall comply with all provisions of the New York State Labor Law and any law, rule or regulation of the federal, state or city governments, or agencies thereof, applicable to employees engaged in the performance of this Contract and their compensation, except as may otherwise be provided below.

SECTION 43 - PREVAILING WAGE RATES

(a) The Contractor shall pay to all laborers and mechanics employed in the Work not less than the wages prevailing in the locality of the Project, as predetermined by the Secretary of Labor of the United States pursuant to the federal wage rate requirements set forth at 40 U.S.C. 3141 et seq. (formerly known as the Davis-Bacon Act) and other related laws and regulations. Notwithstanding prevailing wage rates and supplemental benefits for trades or occupations stated in the attached schedule, it is the Contractor's responsibility to become informed of, and to pay, the appropriate prevailing wages.

(b) With respect to federally-funded contracts, in the event the prevailing wages in effect at the time of the contract award are higher than those stated in the attached schedule, the Contractor shall pay, for the duration of the Contract, the prevailing wage rates and supplemental benefits in effect at the time of the award unless:

1. The contract has been awarded within 90 days after the bid opening date, or
2. No contract has been awarded, but construction has begun within 90 days after the bid opening date, or
3. The United States Department of Labor has issued an extension of the stated wage rates.

4. Notwithstanding subsections **(1)**, **(2)** and **(3)** of this **Section 43(b)**, if a revised wage determination is issued after contract award (or at the beginning of construction where there is no contract award) then the following provisions shall apply.

1) If the Authority issues a change order to the Contract or amends the Contract to include additional, substantial construction, alteration, and/or repair work not within the original scope of work of the Contract, or the Authority requires the Contractor to perform work for an additional time period not originally obligated under the Contract, including where an option to extend the term of a Contract is exercised, the Authority shall issue a written directive (which shall be made part of the Contract without the need for further action of the parties) to include in the Contract, and inform the Contractor of, the most recent revision of any wage determination(s) at the time the Contract is so changed or such option is exercised, provided however, (a) such applicable revised wage determination(s) shall apply to the Contract by law even if the Authority does not issue the directive, and (b) the provisions of this **Section4 3(b)(4)(1)** shall not apply where the Contractor is simply given additional time to complete the original scope of work of the Contract or where the additional construction, alteration, and/or repair work in the change order or amendment is merely incidental to the original scope of work of the Contract; or

2) If the scope of the Contract includes construction, alteration, and/or repair work that is covered by the Davis-Bacon labor standards, and the Contract is awarded on a requirements, IDIQ, JOC, or similar basis, or the scope of the Contract is not for a definite or fixed project, but rather provides that the Authority may issue task orders, purchase orders, or similar contract instruments for quantities of work within the scope of the Contract on an as needed basis (collectively, a "**Task Order Based Contract**"), the Authority shall issue a written directive (which shall be made part of the Task Order Based Contract without the need for further action of the parties) to include in the Task Order Based Contract, and inform the Contractor of, the most recent revision(s) of any applicable wage determination(s) on each anniversary date of the Task Order Based Contract's award (or each anniversary date of the beginning of construction when there is no award) unless the Authority has sought and received prior written approval from the United States Department of Labor for an alternative process. Provided, however, that such applicable revised wage determination(s) shall apply to the Contract by law even if the Authority does not issue the directive. Absent such approval for an alternative process, such revised wage determination(s) will apply to any construction work that begins or is obligated under a Task Order Based Contract during the 12 months following that anniversary date until such construction work is completed, even if the completion of that work extends beyond the twelve-month period. Where task orders, purchase orders, or other similar contract instruments have been awarded under the Task Order Based Contract, the applicable updated wage determination shall be included and incorporated in

such task orders, purchase orders, or other similar contract instrument. Upon such inclusion and incorporation of the applicable updated wage determination revision into such task orders, purchase orders, or other similar contract instruments, such wage determination revision shall remain applicable for the duration of such order, unless the order is changed to include additional, substantial construction, alteration, and/or repair work not within the scope of work, or when the wage determination must be updated as set forth in **Section 43(b)(4)(1)**, or the order itself includes the exercise of options. Where such orders do include the exercise of options, an updated applicable wage determination revision, as incorporated into the Task Order Based Contract must be included when an option is exercised on such an order.

3) For contracts for which both **subsections (1)** and **(2)** of this **al Section 43(b)(4)** apply, updated wage determinations shall be incorporated pursuant to the requirements of both subsections, provided however, that when the Contract has been changed as described in **Section 43(b)(4)(1)**, including by the exercise of an option, the date of that modification will be considered the contract anniversary date for the purpose of annually updating the wage determination(s) in accordance with **al Section 43(b)(4)(2)** for that year and any subsequent years of contract performance.

4) If a revised wage determination is incorporated into the Contract pursuant to either **subsections(1)** and/or **(2)** of this **Section 43(b)(4)**, and such revised wage determination results in an increase to the applicable prevailing wage rates (the "**Revised Prevailing Wage Rates**") that the Contractor was required to pay immediately prior to the incorporation of such revised wage determination (the "**Prior Prevailing Wage Rates**"), then for any Work that is subject to the Revised Prevailing Wage Rates, and for which the Contractor's unit prices or lump sum payments for such Work are based on the Prior Prevailing Wage Rates, such unit prices or lump sum payments shall be deemed increased, pro-rata, and on a dollar for dollar basis, to compensate the Contractor for the positive difference between the applicable Revised Prevailing Wage Rates and the Prior Prevailing Wage Rates. Any such increase shall not be a basis for the Contractor to seek any other adjustment or increase in the applicable unit prices or lump sum payments including, but not limited to, with respect to overhead, profit, the cost of materials, supplies, insurance or bonding premiums, or any other costs and expenses that are factored into such unit prices or lump sum payments other than the applicable prevailing wage.

(c) The Contractor shall consult with the Authority's Office of Prevailing Wage and Labor Standards to determine the applicability of prevailing wage schedules established by the U.S. Department of Housing and Urban Development pursuant to the Housing Act of 1937 (42 U.S.C. 1401 et seq.), or by the City Comptroller pursuant to Articles 8 and 9 of the New York State Labor Law and/or Section 6-109 of the New York City Administrative Code. Where the City Comptroller's prevailing wage schedule is applicable to the Contract Work, the Contractor must pay the prevailing wages in effect on the day that the work is actually performed.

(d) Any prevailing wage rate (including basic hourly rate and any fringe benefits) determined under State law to be prevailing with respect to any employee in any trade or position employed under this Contract is inapplicable to this Contract and shall not be enforced by the Authority for employees engaged under this Contract whenever either of the following occurs:

Such non-federal prevailing wage rate exceeds

1. The applicable wage rate determined by the U.S. Secretary of Labor pursuant to the federal wage rate requirements (40 U.S.C. 3141 et seq., formerly known as the Davis-Bacon Act, and other related laws and regulations) to be prevailing in the locality with respect to such trade; or

2. An applicable apprentice wage rate specified in an apprenticeship program registered with the U.S. Department of Labor or a DOL-recognized State Apprenticeship Agency.

(e) The Contractor shall post at the Work site, in a place that is prominent, accessible and visible to all employees of the Contractor and its subcontractors during the daily time period that the Contractor and/or subcontractor performs work at the site, the poster entitled Notice to All Employees Working on New York City Housing Authority Contracts. The Contractor's display location requires the approval of the inspector assigned to the Contract by the Administering Department/Program Unit. The poster, in 11" x 17" format, will be provided by the Authority's Administering Department/Program Unit at the pre-start meeting. The poster also can be obtained at the Maintenance Office in the Development. The Contractor must indicate on the lower half of the poster, using a permanent marker, the RFQ number, the name of the Development, the type of work, the name of the Contractor, and the names of subcontractors, if any, working on the site. The Contractor must attach to the bottom of the poster a copy of the appropriate prevailing wage schedule as follows:

1. For contracts subject to the Davis-Bacon and Related Acts, the U.S. Department of Labor Wage Decision

(f) The Contractor must inform all employees, including those of its subcontractors, that they may obtain a copy of the prevailing wage schedule from the Contractor. The Contractor must provide the appropriate copy within forty-eight hours after any such request.

(g) Contractor Daily Sign-In Sheet. The Contractor shall prepare a daily report on the Authority form entitled Contractor Daily Sign-In Sheet, copies of which can be obtained at the Pre-Start Meeting or at the Maintenance Office in the Development. The Contractor Daily Sign-In Sheet, which consists of an original and two copies, shall be completed in accordance with this provision.

1. At the beginning of each workday, the Contractor shall:
   a. fill in the top of the Contractor Daily Sign-In Sheet, including the location, date, contractor/ subcontractor name and RFQ number;

b. ensure that each employee, including those of subcontractors, has printed and signed his or her name and indicated his or her classifications, the last four digits of his or her social security number, and his or her starting time;

c. submit the Superintendent's Copy at the development's Maintenance Office within the first hour of work at the site; and

d. Ensure that each employee, including those of subcontractors, has signed out and indicated his or her ending time.

2. At the end of each workday, the Contractor shall:

a. sign the Certification Statement at the bottom of the form to indicate that the information contained in the Contractor Daily Sign-In Sheet is true and accurate;

b. submit the original completed form to the development's Maintenance Office for pick-up by the Contract Inspector; and

c. Keep the last copy for its records.

(h) Pre-Check-In Form. The Contractor, through a designated supervisor, must fully complete online the Pre-Check-In form available at https://virtual-logbook.nycha.info/Pre-Check/ (or at such other link or means of access that is provided by NYCHA to the Contractor in writing, which may be provided by NYCHA electronically or by email) at least 24 hours prior to any planned site visit or onsite access at a NYCHA development (a "Site Visit"). The Contractor must likewise ensure that a representative of each subcontractor fully completes online the Pre-Check-In form at least 24 hours prior to any Site Visit by the subcontractor. Failure by the Contractor or subcontractor to fully complete the Pre-Check-In form at least 24 hours prior to the Site Visit may result in NYCHA denying the Contractor or subcontractor access to the development.

(i) General Virtual Logbook Form. For each Site Visit, the Contractor, through a designated supervisor, must fully complete online the General Virtual Logbook form available at https://virtual-logbook.nycha.info/ (or at such other link or means of access that is provided by NYCHA to the Contractor in writing, which may be provided by NYCHA electronically or by email) when checking in and checking out of the development. The Contractor must likewise ensure that a representative of each subcontractor fully completes online the General Virtual Logbook form when the subcontractor is checking in and checking out of the development. For each Site Visit, the Contractor must check-in and check-out onsite at the development, using the General Virtual Logbook form and promptly upon actual arrival and departure from the development (the "Onsite Check-in-Check-out Requirement"), and must ensure that each subcontractor fully adheres to the Onsite Check-in-Check-out Requirements. Such completion and submission of the General Virtual Logbook form shall constitute, as applicable, the Contractor's or subcontractor's certification (the "Logbook Certification") that all information entered and recorded in the General Virtual Logbook form is true and accurate in all respects, that such information does not contain any false or misleading statement or any material omission, and that the Contractor or subcontractor has fully complied with the Onsite Check-in-Check-out Requirements.

(j) Failure by the Contractor to display the prevailing wage poster as required, to provide a copy of the prevailing wage schedule when requested, to prepare and submit the daily report entitled *Contractor Daily Sign-In Sheet*, or to fully complete online and onsite (or failure to cause its subcontractors to fully complete online and onsite) the General Virtual Logbook form upon check-in or check-out of a development for each Site Visit shall be deemed a violation of prevailing wage law and Contract requirements. Additionally, the submission by the Contractor or its subcontractors of any false, misleading, or inaccurate Logbook Certification shall likewise be deemed a violation of the Contract requirements. Such failure (either for a single violation or for repeated violations) of these requirements shall constitute a material breach of the Contract that may result in suspension of the Work, or in termination of the Contract for default, and may also result in a finding of non-responsibility with respect to the possible award of any future Authority contracts.

(k) The Contractor shall make all payroll records that it is required to maintain pursuant to **SupplementalSection 50(b)**, available for inspection by authorized representatives of the Authority, including without limitation the Authority's Office of Prevailing Wage and Labor Standards, and the Authority's Office of the Inspector General, and shall permit these representatives to interview employees during working hours on the job.

(l) If any Contractor or subcontractor finds it necessary or desirable to exceed the prevailing wage rates set forth in this Contract, any expense incurred by the Contractor or subcontractor because of the payment of wages in excess of those set forth in this Contract shall not be considered cause for any increase in the amount payable under this Contract. No right of recovery or claim shall be valid and enforceable against the Authority because of such payments.

(m) Where work of this Contract includes abatement of asbestos, the following labor classification shall apply for such work:

1) For removal of asbestos from mechanical systems - INSULATOR/ASBESTOS WORKERS.

2) For removal of asbestos from walls, ceilings, floors, columns, and all other non-mechanical structures and surfaces - LABORERS: ASBESTOS REMOVAL.

(n) The classification of Demolition Laborers, Tier A and Tier B shall apply only when laborers are assigned the following tasks:

1) TIER A: Responsible for the removal of all interior petitions and structural petitions that can consist of sheet rock, block or masonry. Also, all structural slab openings for ducts, mechanical, shafts, elevators, slab openings and exterior walls where the building is not being completely demolished.

2) TIER B: Responsible for shoveling of debris into containers, pushing containers from the inside to the outside of the building. Demolition Laborers shall not be used for other Contract work duties. Demolition Laborers, Tier B, shall be used only in an approved ratio to Demolition Laborers Tier A.

SECTION 44 - EMPLOYMENT OF APPRENTICES AND TRAINEES

Contractor hereby affirms that if the Authority notifies Contractor of the Authority's intent to award the Contract to Contractor, then Contractor shall comply with the requirements set forth in this provision.

Within ten (10) business days of the Authority's notice to Contractor of the Authority's intent to award the Contract to Contractor, Contractor shall obtain an affiliation with a New York State Department of Labor (or, for contractors that reside outside of the State of New York, a United States Department of Labor) approved apprenticeship program (the "**Apprenticeship Program**"), and shall submit proof of the Contractor's affiliation in such Apprenticeship Program to the Authority (the "**Proof of Apprenticeship Program**"). The Contractor's failure to submit the Proof of Apprenticeship Program as required by this section may result in the Contractor being found non-responsible and ineligible for Contract award.

Contractor shall maintain its affiliation in the Apprenticeship Program during the Term of the Contract.

As a method to implement the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u, as outlined in Section 46 of the General Conditions, and to the greatest extent feasible, the Contractor shall enroll in the Apprenticeship Program and employ Authority residents as apprentices. The Contractor shall comply with the Section 3 requirements of this Contract and compliance with this section is in addition to, and not in lieu of, Contractor's Section 3 compliance obligations. Therefore, to the greatest extent feasible:

(a) The Contractor shall enroll into the Apprenticeship Program and employ as an apprentice, one (1) Authority resident in connection with each $500,000 (five hundred thousand dollars) of the Maximum Value set forth in the Contract. (For example, if the Maximum Value is $600,000, one (1) Authority resident must be enrolled in the Apprenticeship Program and employed as an apprentice; if the Maximum Value is $1,100,000, two (2) Authority residents must be enrolled in the Apprenticeship Program and employed as apprentices.) The resident apprentice is not required to perform work/services pursuant to this Contract. The resident apprentice may perform work/services at other work sites and for other clients of Contractor, as long as the work site is within reasonable commuting distance of the resident apprentice's home address.

(b) If the Authority resident apprentice is dismissed from, or drops out of, the Apprenticeship Program, the Contractor shall enroll another Authority resident into the Apprenticeship Program and shall assign such resident to perform work/services as required by subsection (a) above.

(c) Contractor shall maintain a system for tracking participation of Authority residents in the Apprenticeship Program, including dismissal of an apprentice, in order to demonstrate compliance with this section. At the request of the Authority, but not more frequently than once a month, the Contractor must provide the Authority with the status of the NYCHA resident apprentice(s) in the Apprenticeship Program.

The Contractor's noncompliance with any of the provisions contained herein shall constitute a material breach of this Contract and may result in sanctions, a finding by the Authority of the Contractor's default under this Contract and/or a determination of the Contractor's non-responsibility with respect to the award to the Contractor of future contracts by the Authority.

SECTION 45 - PAYMENT OF WAGES AND OBLIGATIONS

Prompt Payment Required. Every employee of the Contractor or subcontractor shall be paid in full, less deductions made mandatory by law, not less often than once in each week and in lawful money of the United States, or by check if the Contractor provides or secures convenient and satisfactory facilities for the cashing of such checks without cost or expense to the employee, in the full amount accrued to each individual at the time of closing of the payroll, which shall be at the latest date practicable prior to the date of payment.

SECTION 46 - HOURS OF WORK; OVERTIME

(a) No laborer, worker, or mechanic in the employ of the Contractor, subcontractor, or other person doing or contracting to do the whole or a part of the Work contemplated by the Contract, shall be permitted or required to work more than eight hours in any one calendar day or more than five days in any one week, except in cases of extraordinary emergency including fire, flood, or danger to life or property. The term "extraordinary emergency" as contained herein shall have the meaning set forth in Section 220 of the New York State Labor Law.

(b) No contractor or subcontractor contracting for any part of the Contract work may require or permit the employment of laborers or mechanics to be employed on such work in excess of eight (8) hours in any calendar day in excess of forty (40) hours in any workweek unless such laborer or mechanic receives compensation at a rate of not less than one and one-half times (1.5x) the basic rate of pay for all hours worked in excess of eight (8) hours in any such calendar day, or in excess of forty (40) hours in any such workweek, as the case may be.

(c) Non-Work Periods. Unless specifically directed in writing by the Administering Department/Program Unit, the Contractor shall not perform contract work on Authority owned premises as follows:

Saturday, Sunday, New Years Day, Martin Luther King Jr. Day, Lincoln's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Election Day, Veterans Day, Thanksgiving Day, Christmas Day, Before 8 a.m. & after 4 p.m. on weekdays.

If a Contractor wishes to obtain a waiver of this provision, a written request must be submitted to the Administering Department/Program Unit for review, not

less than forty eight (48) hours before the non-work period. If the Contractor's request is approved, the Administering Department/Program Unit will communicate this fact to the Contractor in writing, as well as the name of the contract inspector who will be assigned to provide inspection services on the days approved.

All costs incurred by the Authority, related to inspection services, shall be charged to the Contractor by the issuance of a credit change order to the Contract.

SECTION 47 - LABOR REPORTS AND PAYROLL RECORDS

(a) Statements of Amounts Due. Before any payments shall be made under this Contract, the Contractor and all subcontractors performing any part of the Work called for by this Contract must file in the office of the Authority a verified statement as required by any applicable prevailing wage law, verifying the amounts then due and owing from the Contractor and subcontractors filing such statements, to any and all laborers for daily or weekly wages on account of labor performed upon the Work under this Contract.

(b) Payroll Records. The Contractor and every subcontractor shall keep payroll records during the course of the Work and for a period of three years thereafter for all laborers and mechanics employed. Such records shall contain the name and full social security number of each such employee, the employee's correct classification, rate of pay, daily and weekly number of hours worked, deductions made, and actual wages paid. The Contractor shall submit weekly to the Authority such copies and summaries (on forms furnished by the Authority, US DOL Form WH-347, or equivalent) of all his payrolls and those each of his subcontractors as the Authority may require, together with an affidavit to the effect that such payroll is correct and complete, the wage rates contained therein are not less than those required by the provisions of the Contract Documents and the classifications set forth for each laborer and mechanic conform with the work performed. The weekly summaries submitted to the Authority shall contain the laborer or mechanic's name and only the last four digits of the laborer or mechanic's social security number and shall not contain his/her full social security number. All payroll records shall be available for inspection by the Authority, the United States Department of Housing and Urban Development, the United States Department of Labor, the Industrial Commissioner of the State of New York, and the Comptroller of the City of New York and the Contractor shall permit such representatives to interview employees during working hours on the job.

SECTION 48 - CONTRACTOR'S EMPLOYEES; LOCAL EMPLOYMENT

(a) The Contractor shall employ upon all parts of the Work only competent and trustworthy persons, including an expert and reliable supervisor or superintendent. The Contractor shall not employ persons or means which may cause strikes, stoppages, or similar troubles by workers employed either by the Contractor, the subcontractors, or other contractors or their subcontractors, or by other workers whose services affect the progress of the Work.

(b) Resident Employment and Business Opportunity Generally

Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u ("**Section 3**") ensures that employment and other economic opportunities generated by HUD financial assistance shall be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing. The Contractor agrees to comply with the HUD regulations in 24 Code of Federal Regulations ("**CFR**") part 75 that implement Section 3 ("**24 CFR 75**"), as applicable to the Work. Specifically, the Contractor shall make, and cause it Subcontractors to make, best efforts to provide employment and training opportunities generated by the Work to Section 3 workers and to award contracts and subcontracts to business concerns that provide economic opportunities to Section 3 workers, and shall include contract language requiring compliance with Section 3 in any Subcontracts used to perform the Work. Throughout the duration of this Contract, the Contractor shall report to the Authority the number of paid hours Section 3 person(s) spent performing Work pursuant to this Contract in accordance with the Authority's reporting requirements. The Contractor acknowledges and agrees that the Section 3 regulations in 24 CFR part 75 replace, in their entirety, the Section 3 regulations formally set forth in 24 CFR 135 and therefore in the event of any conflict between the regulations and requirements set forth in 24 CFR 75 and 24 CFR 135 the regulations and requirements set forth in 24 CFR 75 shall prevail, notwithstanding any reference to 24 CFR 135 that may be set forth in the Contract Documents.

(c) Section 3 Affirmative Action Plan

The contractor must submit, and cause each of its subcontractors to submit, a "Section 3 Affirmative Action Plan" (the "Section 3 AAP") prior to the award of the contract or any subcontract. The provisions of the subcontractor's Section 3 AAP must be consistent with stated objectives of the contractor's Section 3 AAP developed for the contract. The contractor's and each subcontractor's Section 3 AAP must have two parts:

Part I - Opportunities for Employment and Training

Technical Services (generic template)

Under the contract and for each subcontract, the contractor and each subcontractor must review and may implement any of the various examples contained in 24 CFR Part 75, as amended, in meeting its Section 3 obligations with respect to training and employment opportunities for **Section 3Residents.** The contractor must include any activities proposed to be undertaken by it or its subcontractor in the contractor's Section 3 AAP, which is subject to review and written approval by the Authority. The Authority may require the contractor, and cause the contractor to require each subcontractor, to undertake any of the activities contained in 24 CFR Part 75, if the Authority determines that the contractor or subcontractor may not otherwise meet the

numerical goals set forth in Section 3 or otherwise set forth in this contract. In addition, each contractor and subcontractor must perform the following tasks, without limitation:

1. Identify the number of positions, by trade and skill level, required to plan and implement the work to be done at the housing development;

2. Identify the number of those positions currently filled and the number of those positions that are not filled by regular permanent employees;

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

4. Make the efforts required under 24 CFR Part 75 to utilize **Section 3 Residents** in filling vacant training and employment positions. In this regard, the Authority has recruited and established lists of applicants for employment, from the residents of the housing development where the work under the contract is being performed and/or from other Authority developments. The successful bidder may utilize such lists in recruiting employees to meet the goals of Section 3. In addition, the successful bidder must take steps at least as extensive as the following:

a. Send to each labor organization or representative of workers, which has a collective bargaining agreement or other contract or

understanding, a notice advising said labor organization or workers' representative of the contractor's or subcontractor's, as the case may be, commitments under Section 3 and post copies of the notice in conspicuous places available to employees and applicants for employment or training;

b. Meet with applicable apprentice program administrators to request their cooperation in identifying and referring unemployed

apprentices/trainees who reside in the development or other New York City public housing developments and who otherwise meet the definition of Section 3 Resident;

c. Prominently place a notice of training opportunities and eligibility requirements at the development where the work under the

contract is being performed, and/or at other New York City public housing developments and/or other places in New York City where applications for training and employment are taken;

d. Meet with the resident organization or resident council at the development where the contract work is being performed to inform such resident organization or resident council of applicable eligibility requirements for existing or impending training or employment opportunities and to request the cooperation of such resident organization/council in identifying and referring eligible individuals; and

e. Maintain a list of all Residents who apply on their own or by referral and the ultimate disposition of those applications.

7. The contractor or subcontractor may not circumvent the requirements for employing and training new hires of **Section 3 Residents** by filling any vacant employment or training positions generated by the contract or subcontract after the proposed contractor or subcontractor is selected, but

before the contract or subcontract is executed.

Part II - Plan to Utilize Section 3 Business Concerns:

For the contract and for each subcontract, the contractor and each subcontractor must review and may implement any of the various examples contained in the 24 CFR Part 75, as amended, in meeting their Section 3 obligations with respect to utilizing **Section 3 Business Concerns**. The contractor must include any activities proposed to be undertaken by the contractor and its subcontractor in the contractor's Section 3 AAP, which is subject to review and written approval by the Authority. The Authority may require that the contractor undertake, and that the contractor cause its subcontractors to undertake, any of the activities contained in 24 CFR Part 75, as amended, if the Authority determines that the contractor or subcontractor may not otherwise

meet the numerical goals set forth in Section 3. With respect to Section 3, the contractor and subcontractor must do the following specific tasks:

1. Identify the approximate number and dollar value of subcontracts to be awarded over the duration of the contract or subcontract. This estimate

should be broken down by type of business or profession; and

2. Specify a target number and value of subcontracts to be awarded to **Section 3 Business Concerns** based on an analysis of the estimated contract needs. These targets should consider the availability of **Section 3 Business Concerns** within the categories identified in the initial estimate of contract needs.

3. Take specific steps to ensure that **Section 3 Business Concerns** are notified of pending contractual opportunities; and

4. Outline a strategy for achieving the targets established for awards to **Section 3 Business Concerns**.

SECTION 49 - LABOR STANDARDS PROVISIONS - APPLICABLE TO FEDERALLY FUNDED CONTRACTS

Section 5.5(a) of Title 29 of the Code of Federal Regulations ("**CFR**"), is applicable to federally-funded contracts and shall be deemed to supplement any other provisions in this Contract. Furthermore, Contractor shall comply with the wage requirements set forth in the US Department of Housing and Urban Development Office of Davis-Bacon and Labor Standards HUD Form 4010 (Federal Labor Standards Provisions) attached to the Contract, and/or incorporated by reference, and as hereby made a part of the Contract.

SECTION 49A - CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

INTENTIONALLY OMITTED

SECTION 50 - NON DISCRIMINATION - EQUAL OPPORTUNITY

(a) In connection with performance of the work/services, Contractor shall comply with all applicable federal, New York State, and New York City non-discrimination laws as may be amended from time to time, including but not limited to Title VII of the Civil Rights Act of 1964, which prohibits employment discrimination based on race, color, religion, sex, or national origin, Title I of the Americans with Disabilities Act of 1990 (ADA), which prohibits employment

discrimination against qualified individuals with disabilities, Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination against qualified individuals with disabilities, New York State Human Rights Law (NY Exec. Law Article 15) regarding equal opportunity and unlawful discriminatory practices, and the New York City Human Rights Law (NYC Admin. Code Title 8) regarding unlawful discrimination.

SECTION 50A - EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES

Intentionally omitted.

SECTION 51 - FINAL INSPECTION

When the Work is practically completed, the Contractor shall notify the Authority in writing that the Work will be ready for final inspection on a definite date which shall be stated in such notice. Such notice shall be given at least ten (10) days prior to the date stated for final inspection.

SECTION 52 - CERTIFICATE OF FINAL ACCEPTANCE

(a) After completion and inspection of all the Work the Authority may issue a Certificate of Final Acceptance which shall be filed in the office of the Authority. A copy thereof shall, upon such filing, be forwarded by the Authority to the Contractor.

(b) The Certificate of Final Acceptance may set forth minor items of uncompleted work not preventing the Authority from making use of the Work or of the premises wherein the Work is performed; however, notwithstanding any other provision of the Contract, Final Payment shall not be due until all of the Work has been completed by the Contractor.

(c) If the Contractor unduly delays in the completion of the uncompleted work the Authority, at its option, after notice to the Contractor, may terminate the Contract and deduct from the Contract Price the value of the uncompleted work and any other cost and expense incurred, remitting to the Contractor, as and for Final Payment, any monies otherwise due the Contractor.

(d) Except through fault of the Contractor, loss or damage to the Work shall not be the Contractor's responsibility after issuance of the Certificate of Final Acceptance.

SECTION 53 - CONTRACTOR'S GUARANTEES

The Contractor hereby guarantees that upon completion of the Work all portions thereof will be in accordance with the Contract and will be perfect as to materials and workmanship, and will so remain for a period of one year except that in respect to items of uncompleted Work referred to in the preceding Section, such period shall commence on the date of their completion. Such period shall commence with the date of issuance of the Certificate of Final Acceptance. The Contractor further guarantees that during the period of the guarantee all defects to the Work and all damage caused to property of the Authority by such defects or by the work required to remedy such defects will be made good at the Contractor's expense. Upon demand, the Contractor shall furnish instruments separately evidencing the guarantees covered by the Contract.

SECTION 54 - CLEANING UP

Upon completion of the work, the Contractor shall leave the work and the premises in a clean, neat and perfect condition, satisfactory to the Authority.

SECTION 55 - LIMITATION OF ACTION OR SPECIAL PROCEEDINGS - WAIVER OF JURY - CHOICE OF LAW AND CHOICE OF FORUM

(a) Notwithstanding any other provisions of the Contract, no action or special proceeding shall lie or be maintained by the Contractor, his assignees, successors in interest, or anyone claiming under him, against the Authority upon any claim arising out of or based upon the Contract, or by reason of any act, omission or requirement of the Authority, unless such action or special proceeding shall be commenced within one (1) year after the date of issuance of the Certificate of Final Acceptance, regardless of the completion of items of uncompleted work set forth therein, or upon any claim based upon monies to be retained for any period after the filing of such Certificate of Final Acceptance, unless such action or special proceeding is commenced within one (1) year after such monies become due and payable under the terms of the Contract, or, if the Contract is terminated, rescinded, revoked, annulled, or abandoned under the terms hereof, unless such action or special proceeding is commenced within one (1) year after the date or termination, rescission, revocation, annulment, or abandonment.

The Contractor, his/her assignees, successors in interest, or anyone claiming under him/her shall not be entitled to any additional time to begin anew any other action or special proceeding, if an action or special proceeding commenced within the times herein specified be dismissed or discontinued, notwithstanding any provisions in the Civil Practice Law and Rules to the contrary.

(b) It is mutually agreed by and between the Authority and the Contractor, his/her assignees, successors in interest or anyone claiming under him/her against the Authority upon any claim or upon any matter whatsoever arising out of, under or based upon the Contract, that the respective parties hereto shall, and they hereby do, waive trial by jury in any action, counterclaim or third party action, brought by either of the parties against the other, on any claim and upon any matter whatsoever out of, under, based upon or in any way connected with the Contract, excepting, however, from the foregoing, any action brought to recover, or based upon a claim for damages for personal injuries or death.

(c) The Contract and performance of it are governed by and are to be construed in accordance with the laws of the State of New York, excluding New York State's rules regarding conflicts of laws. Any and all proceedings relating to the subject matter of the Contract must be maintained in the state courts sitting in the City and County of New York, which courts have exclusive jurisdiction for such purpose. The parties hereby consent to submit themselves to the jurisdiction of such courts with respect to any proceedings arising out of, under or related to the Contract.

SECTION 56 - CONTRACTOR'S WARRANTIES

The Contractor represents and warrants:

(a) That no member of the City Council, head of a department, chief of a bureau, deputy thereof, or clerk therein, or any other officer or employee of the City of New York or of the New York City Housing Authority is, shall be or become interested, directly or indirectly, as contracting party, partner, stockholder, surety or otherwise, in this Contract, or in the performance thereof, or in any portion of the profits thereof.

(b) That no member of or delegate to the Congress of the United States of America or Resident Commissioner shall be admitted to any share or part of this Contract or to any benefit to arise therefrom; provided, that this provision shall not be construed to extend to this Contract if made with a corporation for its general benefit.

(c) That the Contractor holds a license, permit, or other special license, to perform the services included in this Contract, as may be required by the Administrative Code of the City of New York, or employs or works under the general supervision of the holder of such license, permit or special license.

(d) The Contractor warrants good title to all materials, supplies, and equipment installed or incorporated in the Work, and agrees, upon the completion of all Work, to deliver the possession of the premises, together with all improvements thereon, to the Authority free from any claims, liens or charges.

SECTION 57 - NON-LIABILITY OF THE MEMBERS OF THE AUTHORITY AND OTHERS

Neither the members of the Authority nor any officer, agent or employee thereof shall be charged personally by the Contractor with any liability, or held liable to the Contractor under any term or provision of the Contract, or because of its execution or attempted execution, or because of any breach thereof.

SECTION 58 - MODIFICATION OF CONTRACT

No modification of, or change in the Contract shall be valid or enforceable against the Authority unless it is in writing and signed by the Authority.

SECTION 59 - COMMUNICATIONS

(a) To be in writing. All notices, demands, requests, instructions, approvals, claims and orders between the Authority and the Contractor must be in writing.

(b) Delivery to Contractor. Any notice or demand upon the Contractor shall be sufficiently given if delivered at the office of the Contractor specified in the Form of Proposal (or at such other office as the Contractor may from time to time designate to the Authority in writing), or deposited in a sealed postpaid wrapper in any post office box regularly maintained by the United States Government, or delivered with charges prepaid to any telegraph company for transmission, in each case addressed to such office, or if delivered to the superintendent of the Contractor, with the exception of notices related to Section 3 and/or other resident hiring compliance or requirements, or routine correspondence relating to the performance of the Work, which may be sent via email.

(c) Delivery to Authority. All papers to be delivered to the Authority shall be delivered to it at its principal office in New York City, and any notice to and demand upon the Authority shall be sufficiently given if delivered to the office of the Authority in the City of New York, or transmitted to the Authority by registered United States mail in a sealed postpaid wrapper, or delivered with charges prepaid to any telegraph company for transmission.

SECTION 60 - PROVISIONS OF LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in the Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein.

SECTION 61 - INVESTIGATIONS; CANCELLATION AND DISQUALIFICATION UNDER CERTAIN CIRCUMSTANCES

(a) The parties to the Contract agree to cooperate fully and faithfully with any investigation, audit or inquiry conducted by a State of New York (**State**) or City of New York (**City**) governmental agency or authority that is empowered directly or by designation to compel the attendance of witnesses and to examine witnesses under oath, or conducted by the Inspector General of the Authority with respect to the transaction, submitted bid, submitted proposal, agreement, Contract, lease, license, or person dealing with the Authority that is the subject of the investigation, audit or inquiry.

(1) If any person who has been advised that his or her statement, and any information from such statement, will not be used against him or her in any subsequent criminal proceeding refuses to testify before a grand jury or other governmental agency or authority empowered directly or by designation to compel the attendance of witnesses and to examine witnesses under oath concerning the award of or performance under any transaction, agreement, Contract, lease or license entered into with the Authority, the City, the State, or any political subdivision or public authority thereof, or the Port Authority of New York and New Jersey, or any local development corporation within the City, or any public benefit corporation organized under the laws of the State of New York, or;

(2) If any person refuses to testify for a reason other than the assertion of his or her privilege against self-incrimination in an investigation, audit or inquiry conducted by a City or State governmental agency or authority empowered directly or by designation to compel the attendance of witnesses and to take testimony under oath, or by the Inspector General of the Authority, and is seeking testimony concerning the award of, or performance under, any transaction, agreement, Contract, lease or license entered into with the Authority, the City, the State, or any political subdivision thereof or any local development corporation within the City;then;

(3) The Chair and Chief Executive Officer (the **Chair and CEO**)of the Authority, or his/her designee, shall convene a hearing, upon no less than five (5) days written notice to the parties involved to determine if any penalties should attach for the failure of a person to testify.

(4) If any non-governmental party to the hearing requests an adjournment, the Chair and CEO of the Authority, or his/her designee, may, upon granting the adjournment, suspend any agreement, Contract, lease or license with such party pending the final determination pursuant to subsection (b) below without the Authority incurring any penalty or damages for delay or otherwise.

(b) The penalties which may attach to a final determination by the Chair and CEO of the Authority, or his/her designee, may include but shall not exceed:

(1) The disqualification for a period not to exceed five (5) years from the date of an adverse determination for any person, or any entity of which such person was a member at the time the testimony was sought, from submitting bids for, or transacting business with, or entering into or obtaining any agreement, contract, lease or license with or from the Authority; and/or

(2) The cancellation or termination of any and all such existing Authority agreements, contracts, leases or licenses that the refusal to testify concerns and that have not been assigned as permitted under the agreement, nor the proceeds of which pledged, to an unaffiliated and unrelated institutional lender for fair value prior to the issuance of the notice scheduling the hearing, without the Authority incurring any penalty or damages on account of such cancellation or termination; monies lawfully due for goods delivered, work done, rentals, or fees accrued prior to the cancellation or termination shall be paid by the Authority.

(c) The Chair and CEO of the Authority, or his/her designee, shall consider and address in reaching his or her determination and in assessing an appropriate penalty the factors in Articles (1) and (2) immediately below. He or she may also consider, if relevant and appropriate, the criteria established in Articles (3) and (4) immediately below in addition to any other information which may be relevant and appropriate;

(1) The party's good faith endeavors or lack thereof to cooperate fully and faithfully with any governmental investigation or audit, including but not limited to the discipline, discharge, or disassociation of any person failing to testify, the production of accurate and complete books and records, and the forthcoming testimony of all other members, agents, assignees or fiduciaries whose testimony is sought.

(2) The relationship of the person who refused to testify to any entity that is a party to the hearing, including, but not limited to, whether the person whose testimony is sought has an ownership interest in the entity and/or the degree of authority and responsibility the person has within the entity.

(3) The nexus of the testimony sought to the subject entity and its agreements, contracts, leases or licenses with the Authority.

(4) The effect a penalty may have on an unaffiliated and unrelated party or entity that has a significant interest in an entity subject to penalties under subsection (b) above, provided that the party or entity has given actual notice to the Chair and CEO of the Authority, or his/her designee, upon the acquisition of the interest, or at the hearing called for in Section 61(a)(3) above gives notice and proves that such interest was previously acquired. Under either circumstance the party or entity must present evidence at the hearing demonstrating the potential adverse impact a penalty will have on such person or entity.

(d) Definitions Used in this Section:

(1) The term license as used herein shall be defined as a license not granted as a matter of right.

(2) The term personas used herein shall be defined as any natural person doing business alone or associated with another person or entity as a partner, director, officer, principal or employee.

(3) The term entity as used herein shall be defined as any firm, partnership, corporation, association, or person that receives monies, benefits, licenses, or leases from the Authority or otherwise transacts business with the Authority.

(4) The term member as used herein shall be defined as any person associated with another person or entity as a partner, director, officer, principal or employee.

(e) In addition to and not withstanding any other provision of this Contract, the Chair and CEO of the Authority, or his/her designee, may in his or her sole discretion terminate the Contract upon not less than three (3) days written notice in the event the Contractor fails to promptly report in writing to the Commissioner of the Department of Investigation of the City of New York any solicitation of money, goods, requests for future employment or other benefit or thing of value, by or on behalf of any employee of the Authority or other person, firm corporation or entity for any purpose which may be related to the procurement or obtaining of the Contract by the Contractor, or affecting the performance of the Contract.

SECTION 62 - NO ESTOPPEL OR WAIVER

(a) The Authority shall not be precluded or estopped by any acceptance, certificate or payment, final or otherwise, made by any of its officers, agents or employees, from showing the true amount and character of the work performed or that such acceptance, certificate or payment is incorrect or improperly made,

and to recover on such account any monies paid in excess of those the Contractor is entitled to or any damages it may have sustained by reason of the Contractor's failure to comply with the Contract.

(b) No act done or permitted to be done by any member, officer, agent or employee of the Authority at any time shall be deemed to be a waiver of any provision of the Contract, excepting only a resolution of the members of the Authority providing expressly for such waiver.

SECTION 63 - CHANGED CIRCUMSTANCES

If, at any time after the execution of the Agreement, the Authority is informed of "Changed Circumstances" (as hereinafter defined) with regard to the Contractor that the Authority, in its sole discretion, determines to be contrary to its best interest, the Authority in its sole discretion, may terminate the Agreement upon one day's prior written notice to the Contractor. As used herein, the term "Changed Circumstances" shall mean:

(1) The initiation of any type of investigation by any federal, state or local governmental department, agency, authority or other instrumentality, or any federal, state or local prosecutor's office, into any activity or operation of the Contractor or any director, officer or principal shareholder or

(2) The return of any federal or state grand jury indictment against the Contractor or any director, officer or principal shareholder.

In the event of any termination under this clause, the Contractor shall be entitled to payment as provided under the clause entitled "Termination for Convenience", except that the Authority shall have the right to part or all of any profit that would otherwise be payable under such clause in the event the indictment pertains in whole or in part to the solicitation, award or performance of this Agreement.

SECTION 64 - TERMINATION FOR CONVENIENCE

The Authority may, for any reason, terminate this Agreement upon ten (10) days prior written notice to the Contractor. In the event of such termination, the Authority shall, within thirty (30) days after receipt of the Contractor's invoice and all supporting documentation reasonably required by the Authority; pay the Contractor an amount equal to the Contractor's reasonable direct costs incurred in the performance of work under this Agreement prior to termination, plus reasonable overhead and profit with respect to such work, less the sum of all payments previously made to the Contractor under this Agreement, but in no event in excess of the pro rata portion of the total compensation payable under this agreement with respect to such work.

SECTION 65 - COMPLETION OF CONTRACT WORK, INCLUDING PUNCH LIST WORK; CONTRACTOR'S LIABILITY FOR FAILURE TO TAKE CORRECTIVE ACTIONS

(a) The Contractor itself, or using its subcontractors that have been approved by the Authority, must furnish all labor, materials, tools, trucks, equipment, and other incidental items needed to:

1. Complete all Contract Work, including punch list Work;
2. Correct any damaged Work or damage to the Work site caused by the Contractor's or by its subcontractors' acts or omissions; and
3. correct the condition that gave rise to, and fully abate, remediate, and clean up, any unsafe or hazardous conditions arising out of the Contractor's Work including, without limitation, environmental hazards such as releases, leaks, or discharges of petroleum, gas, asbestos, or other hazardous or toxic wastes or materials (any and all of the foregoing actions being referred to as "Corrective Action(s)"). In the event that the Contractor fails to take Corrective Action(s) and prosecute such Corrective Action(s) to completion thereof to the satisfaction of the Authority, within any time frame set therefor in the Contract or by the Authority, or in the absence of any such time frame set therefor in the Contract or set by directive from the Authority, promptly (and, in the case of an emergency situation, immediately), the Authority may, at its sole option, perform the Corrective Action(s) itself; or engage a third party for that purpose, and the Contractor shall be liable to the Authority for all costs and expenses incurred by the Authority in connection with such Corrective Action(s), including, without limitation, any amounts paid to another contractor to take such Corrective Actions, and the labor costs (including fringe benefits) associated with time spent by any Authority employees in taking any Corrective Action(s), as well as any material costs and equipment costs (collectively, the "Costs and Expenses"). In addition, the Authority shall be entitled to an administrative charge ("Administrative Charge") in the event that it has to take any Corrective Action(s), equal to the greater of: (x) $1,000, or (y) 21% of the aggregate of such Costs and Expenses.

(b) The Authority shall have the right, at its sole option, to collect such monies, together with such Administrative Charge, directly from the Contractor, or to back charge the Contract, or to offset the amount of such monies, including such Administrative Charge, against any monies owed to the Contractor under any other contract between the Authority and the Contractor.

(c) The Contractor, or any subcontractor engaged by the Contractor to perform any abatement, remediation, or clean up Work must have all licenses, permits, and training required by law and applicable regulations, and the Contractor or its subcontractor must provide copies of such licenses or permits to the Authority upon request.

(d) Whether the Contractor has created a hazardous condition at any Work site or has failed to correct, in accordance with this section, a hazardous condition created at any Work site, or has failed to complete all Contract Work, including punch list work, or to correct any damaged Work or damage to the Work site caused by the Contractor's or its subcontractors' acts or omissions, may be considered in determining the Contractor's responsibility in connection with the award of any future contracts on which the Contractor is low bidder.

SECTION 66 - COMPLIANCE WITH ENVIRONMENTAL LAWS AND ENERGY STANDARDS

The Contractor agrees to comply with: (a) all applicable standards, orders or requirements of the Clean Air Act, as amended (42 U.S.C. Section 7602) [formerly 42 U.S.C. Section 1857(h)], the Clean Water Act, as amended (33 U.S.C. Section 1368), Executive Order 11738 and all implementing regulations

promulgated by the Environmental Protection Agency (40 CFR Part 15); and (b) all mandatory standards and policies relating to energy efficiency contained in the New York State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163), and any other applicable laws or amendments thereto.

SECTION 67. COMPLIANCE WITH POLICIES

(a) The Authority is committed to providing a safe workplace environment by utilizing measures to reduce or eliminate the risk of workplace violence and maintains a Workplace Violence Prevention policy and program. Whether perpetrated by Authority employees or others; violence, threats, harassment, intimidation and any other disruptive or threatening behavior at an Authority location will not be tolerated. Contractors must immediately report all incidents of such workplace violence by either notifying their Authority designated Project Manager or Authority designated Construction Manager, as applicable, or notifying the Property Management office or by calling the Office of Safety & Security at (212) 306-8800. Call 911 in case of an emergency. Contractors are responsible for training their workers on their company workplace violence procedures and to tailor preventive measures applicable to the work being performed at Authority sites. Contractor staff who are perpetrators of workplace violence will be removed from working on Authority sites and may be subject to criminal charges. Contractors are to review these requirements, as well as the Authority's Workplace Violence Prevention poster, with all staff and subcontractors. The Contractor may obtain a copy of the Workplace Violence Prevention poster from their Authority designated Project Manager or Authority designated Construction Manager, as applicable.

(b) The Contractor will abide by the following Authority standard procedures and policies governing on-site behavior and conduct: (a) *General Rules of Behavior for On-Site Consultants*; (b) *Sexual Harassment Policy Statement*; (c) *Privacy Policy*; and (d) *Internet Policy* (if applicable to the Work), which will be provided to the Contractor by the Authority and are made a part hereof, and (e) all such other internal Authority policies and procedures related to the performance of the Work, and/or health and safety protocols, and as same may be amended by the Authority from time-to-time.

SECTION 68 - ELECTRONIC SUBMISSIONS

(a) The Contractor shall use the Authority's web-based e-Comply system ("**e-Comply**") to electronically submit to the Authority, per the requirements of these General Conditions and as may be required per the terms of the Contract, all (i) information, plans, submittals, reports, documents, and/or written instruments that the Contractor is required to submit to the Authority in connection with the Contractor's Section 3 requirements, (ii) certified payrolls and payroll records, and (iii) daily sign-in sheets (collectively, the "**Required Submissions**"). For purposes of clarity, such use of e-Comply is mandatory including, but not limited to, with respect to both Required Submissions that must be submitted with the Contractor's bid or prior to Contract award and Required Submissions that must be submitted after Contract award. As such, subject to**subsection (b)** below, submittal through e-Comply shall be the only permitted method that the Contractor shall use to make the Required Submissions to the Authority. Subject to **subsection (b)** below, no other method of submission of these documents shall be accepted. The requirements of **subsection(b)** shall take precedence in the event of a conflict in these General Conditions or elsewhere in the Contract.

Instructions as to how the Contractor can register and use e-Comply are available at https://www.nyc.gov/assets/nycha/downloads/pdf/ecomply/Getting-Started-Doing-Business-with-NYCHA.pdf (last accessed October 2, 2024).

(b) The Authority may, upon written notice to the Contractor (which may be sent electronically including by e-mail):

1. require the Contractor to submit through e-Comply or the Required System (as defined below) any other submittals, documents, information and/or written instruments that the Contractor is required to submit to the Authority pursuant to the terms of the Contract in addition to the Required Submissions.

2. require the Contractor to use an electronic system, platform, portal, or other submission method other than e-Comply for purposes of submitting any of the Required Submissions to the Authority (such alternate system, platform, portal, or other submission method is referred to as the "**Required System**"); and

3. require the Contractor to participate in a training for e-Comply or the Required System per the instructions set forth in a written notice from the Authority sent pursuant to this **subsection (b).**

(c) For purposes of clarity, any requirements set forth in a written notice sent by the Authority pursuant to **subsection (b)** above shall (1) constitute contractual requirements, (2) shall be binding on the Contractor, and (3) be incorporated by reference, and shall be made part of, the Contract.

SUPPLEMENTAL CLAUSE 1. RIGHT TO AUDIT, MAINTENANCE OF BOOKS AND RECORDS

The Authority, any agency providing funds to the Authority, the Office of the Inspector General for the Authority, and the Comptroller General of the United States have the right to perform an audit of Vendor's finances and the books and records related to its performance under the Contract, including, without limitation, the financial arrangement with anyone that Vendor may delegate to discharge any part of its obligations under the Contract.

Vendor must provide, and must cause each of its subcontractors to provide, access by the Authority, any agency providing funds to the Authority, the Office of the Inspector General for the Authority, the Comptroller General of the United States or any of their duly authorized representatives to any books, documents, papers, records and supporting documentation of Vendor and such Subcontractors that are directly pertinent to the Contract for the purpose of making audit, examination, excerpts, duplicate photocopies and transcriptions.

In order to permit the making of audit, examination, excerpts, duplicate photocopies and transcriptions by the Authority, any agency providing funds to the Authority, the Office of the Inspector General for the Authority, the Comptroller General of the United States or any of their duly authorized representatives, Vendor agrees to maintain all records and supporting materials for the Services for a period of six years following the later of (i) the end of the duration of the Contract, or (ii) such time as the Authority makes final payments and all other pending matters related to the Contract (including, without limitation, litigation, claims and appeals) are closed (the Retention Period). Prior to the expiration of the Retention Period, NYCHA, in its sole discretion and upon written notice to the Vendor, may extend the Retention Period for an additional one-year.

SUPPLEMENTAL CLAUSE 2. INVESTIGATIONS

(a) The parties to the Contract agree to cooperate fully and faithfully with any investigation, audit or inquiry conducted by a State of New York (**State**) or City of New York (**City**) governmental agency or authority that is empowered directly or by designation to compel the attendance of witnesses and to examine witnesses under oath, or conducted by the Inspector General of the Authority with respect to the transaction, submitted bid, submitted proposal, agreement, Contract, lease, license, or person dealing with the Authority that is the subject of the investigation, audit or inquiry.

(1) If any person who has been advised that his or her statement, and any information from such statement, will not be used against him or her in any subsequent criminal proceeding refuses to testify before a grand jury or other governmental agency or authority empowered directly or by designation to compel the attendance of witnesses and to examine witnesses under oath concerning the award of or performance under any transaction, agreement, Contract, lease or license entered into with the Authority, the City, the State, or any political subdivision or public authority thereof, or the Port Authority of New York and New Jersey, or any local development corporation within the City, or any public benefit corporation organized under the laws of the State of New York, or;

(2) If any person refuses to testify for a reason other than the assertion of his or her privilege against self-incrimination in an investigation, audit or inquiry conducted by a City or State governmental agency or authority empowered directly or by designation to compel the attendance of witnesses and to take testimony under oath, or by the Inspector General of the Authority, and is seeking testimony concerning the award of, or performance under, any transaction, agreement, Contract, lease or license entered into with the Authority, the City, the State, or any political subdivision thereof or any local development corporation within the City;then;

(3) The Chair and Chief Executive Officer (the **Chair and CEO**)of the Authority, or his/her designee, shall convene a hearing, upon no less than five (5) days written notice to the parties involved to determine if any penalties should attach for the failure of a person to testify.

(4) If any non-governmental party to the hearing requests an adjournment, the Chair and CEO of the Authority, or his/her designee, may, upon granting the adjournment, suspend any agreement, Contract, lease or license with such party pending the final determination pursuant to subsection (b) below without the Authority incurring any penalty or damages for delay or otherwise.

(b) The penalties which may attach to a final determination by the Chair and CEO of the Authority, or his/her designee, may include but shall not exceed:

(1) The disqualification for a period not to exceed five (5) years from the date of an adverse determination for any person, or any entity of which such person was a member at the time the testimony was sought, from submitting bids for, or transacting business with, or entering into or obtaining any agreement, contract, lease or license with or from the Authority; and/or

(2) The cancellation or termination of any and all such existing Authority agreements, contracts, leases or licenses that the refusal to testify concerns and that have not been assigned as permitted under the agreement, nor the proceeds of which pledged, to an unaffiliated and unrelated institutional lender for fair value prior to the issuance of the notice scheduling the hearing, without the Authority incurring any penalty or damages on account of such cancellation or termination; monies lawfully due for goods delivered, work done, rentals, or fees accrued prior to the cancellation or termination shall be paid by the Authority.

(c) The Chair and CEO of the Authority, or his/her designee, shall consider and address in reaching his or her determination and in assessing an appropriate penalty the factors in Articles (1) and (2) immediately below. He or she may also consider, if relevant and appropriate, the criteria established in Articles (3) and (4) immediately below in addition to any other information which may be relevant and appropriate;

(1) The party's good faith endeavors or lack thereof to cooperate fully and faithfully with any governmental investigation or audit, including but

not limited to the discipline, discharge, or disassociation of any person failing to testify, the production of accurate and complete books and records, and the forthcoming testimony of all other members, agents, assignees or fiduciaries whose testimony is sought.

(2) The relationship of the person who refused to testify to any entity that is a party to the hearing, including, but not limited to, whether the person whose testimony is sought has an ownership interest in the entity and/or the degree of authority and responsibility the person has within the entity.

(3) The nexus of the testimony sought to the subject entity and its agreements, contracts, leases or licenses with the Authority.

(4) The effect a penalty may have on an unaffiliated and unrelated party or entity that has a significant interest in an entity subject to penalties under subsection (b) above, provided that the party or entity has given actual notice to the Chair and CEO of the Authority, or his/her designee, upon the acquisition of the interest, or at the hearing called for in Section 61(a)(3) above gives notice and proves that such interest was previously acquired. Under either circumstance the party or entity must present evidence at the hearing demonstrating the potential adverse impact a penalty will have on such person or entity.

(d) Definitions Used in this Section:

(1) The term license as used herein shall be defined as a license not granted as a matter of right.

(2) The term personas used herein shall be defined as any natural person doing business alone or associated with another person or entity as a partner, director, officer, principal or employee.

(3) The term entity as used herein shall be defined as any firm, partnership, corporation, association, or person that receives monies, benefits, licenses, or leases from the Authority or otherwise transacts business with the Authority.

(4) The term member as used herein shall be defined as any person associated with another person or entity as a partner, director, officer, principal or employee.

(e) In addition to and not withstanding any other provision of this Contract, the Chair and CEO of the Authority, or his/her designee, may in his or her sole discretion terminate the Contract upon not less than three (3) days written notice in the event the Contractor fails to promptly report in writing to the Commissioner of the Department of Investigation of the City of New York any solicitation of money, goods, requests for future employment or other benefit or thing of value, by or on behalf of any employee of the Authority or other person, firm corporation or entity for any purpose which may be related to the procurement or obtaining of the Contract by the Contractor, or affecting the performance of the Contract.

SUPPLEMENTAL CLAUSE 3. COMPLIANCE WITH THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

If the Contract's maximum amount is over $100,000 and the Work involves the employment of mechanics and laborers, the Contractor shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USCS 3701 et seq. (formerly at 40 U.S.C. 327-330)) as supplemented by Department of labor regulations (29 CFR Part 5).

SUPPLEMENTAL CLAUSE 4. ROYALTIES AND PATENTS

The Contractor shall pay all royalties and license fees and shall obtain all licenses to use any third-party intellectual property in connection with the Work so as to vest in the Authority good and complete title with respect to the ownership of all such Work. It shall defend all suits or claims for infringement of any patent rights and shall save the Authority harmless from loss on account thereof; except that the Authority shall be responsible for all such loss when a particular design, process or the product of a particular manufacturer or manufacturers is specified and the Contractor has no reason to believe that the specified design, process, or product is an infringement. If, however, the Contractor has reason to believe that any design, process or product specified is an infringement of a patent, the Contractor shall promptly notify the Authority. Failure to give such notice shall make the Contractor responsible for resultant loss.

SUPPLEMENTAL CLAUSE 5. PROCUREMENT OF RECOVERED MATERIALS

(a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (the **EPA**) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (i) are not reasonably available in a reasonable period of time; (ii) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (iii) are only available at an unreasonable price.

(b) Subsection (a) shall apply to items purchased under the Contract where: (i) the Contractor purchases in excess of $10,000 of the item under the Contract; or (ii) during the preceding Federal fiscal year, the Contractor: (A) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (B) purchased a total of in excess of $10,000 of the item both under and outside that contract.

SUPPLEMENTAL CLAUSE 6. BYRD ANTI-LOBBYING AMENDMENT

If the Contract's maximum amount is $100,000 or more, each tier shall certify to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes places in connection with obtaining any Federal award. Such disclosures shall be forwarded from tier to tier up to the Authority.

SUPPLEMENTAL CLAUSE 7. HUD REPORTING REQUIREMENTS

Contractor/Supplier/Vendor shall complete and submit all reports, in such form and according to such schedule, as may be required by NYCHA. The Contractor/Supplier/Vendor shall cooperate with all NYCHA efforts to comply with HUD requirements and regulations pertaining to reporting, including but not limited to 2 C.F.R. 200.328, 2 C.F.R. 200.343, and 24 C.F.R. 570.507, if applicable.

SUPPLEMENTAL CLAUSE 8. RIGHTS IN DATA (OWNERSHIP AND PROPRIETARY INTEREST)

The Authority shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials and documents discovered or produced by Contractor pursuant to the terms of this Contract, including but not limited to reports, memoranda or letters concerning the research and reporting tasks of this Contract.

SUPPLEMENTAL CLAUSE 9. DISSEMINATION OR DISCLOSURE OF INFORMATION

No information or material shall be disseminated or disclosed to the general public, the news media, or any person or organization without prior express written approval by the Authority.

SUPPLEMENTAL CLAUSE 10. CONTRACTOR'S STATUS

It is understood that the Contractor is an independent contractor and is not to be considered an employee of the Authority, or assume any right, privilege or duties of an employee.

SUPPLEMENTAL CLAUSE 11. LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS

(a) Definitions. As used in this clause:

"Agency", as defined in 5 U.S.C. 552(f), includes Federal executive departments and agencies as well as independent regulatory commissions and Government corporations, as defined in 31 U.S.C. 9101(1).

"Covered Federal Action" means any of the following Federal actions:

(i) the awarding of any Federal contract;
(ii) the making of any Federal grant;
(iii) the making of any Federal loan;
(iv) the entering into of any cooperative agreement; and,
(v) the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

Covered Federal action does not include receiving from an agency a commitment providing for the United States to insure or guarantee a loan.

"Indian tribe" and "tribal organization" have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B). Alaskan Natives are included under the definitions of Indian tribes in that Act.

"Influencing or attempting to influence" means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any covered Federal action.

"Local government" means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer or employee of an agency" includes the following individuals who are employed by an agency:

(A) An individual who is appointed to a position in the Government under title 5, U.S.C., including a position under a temporary appointment;
(B) A member of the uniformed services as defined in section 202, title 18, U.S.C.;
(C) A special Government employee as defined in section 202, title 18, U.S.C.; and,

(D) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, appendix 2.

"Person" means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit or not for profit. This term excludes an Indian tribe, tribal organization, or other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Recipient" includes all contractors, subcontractors at any tier, and subgrantees at any tier of the recipient of funds received in connection with a Federal contract, grant, loan, or cooperative agreement. The term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed" means, with respect to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, an officer or employee who is employed by such person for at least 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract, grant, loan, or cooperative agreement. An officer or employee who is employed by such person for less than 130 working days within one year immediately preceding the date of submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State" means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and a multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibition.

(i) Section 1352 of title 31, U.S.C. provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(ii) The prohibition does not apply as follows:

(A) Agency and legislative liaison by Own Employees.

(I) The prohibition on the use of appropriated funds, in paragraph (b)(i) of this Section 41, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, if the payment is for agency and legislative activities not directly related to a covered Federal action.

(II) For purposes of paragraph (b)(ii)(A)(I) of this Section 41, providing any information specifically requested by an agency or Congress is permitted at any time.

(III) The following agency and legislative liaison activities are permitted at any time only where they are not related to a specific solicitation for any covered Federal action:

(a) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and

(b) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(IV) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action:

(a) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(b) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(c) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507 and other subsequent amendments.

(V) Only those activities expressly authorized by subdivision (b)(ii)(A)(I) of this clause are permitted under this clause.

(B) Professional and technical services.

(I) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this Section 41, does not apply in the case of:

(a) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(b) Any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(II) For purposes of sub-Section 41(b)(ii)(B)(I), "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline.

(III) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.

(IV) Only those services expressly authorized by subdivisions (b)(ii)(B)(I)(a) and (b) of this section are permitted under this clause.

(C) Selling activities by independent sales representatives. The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this Section 42, does not apply to the following selling activities before an agency by independent sales representatives, provided such activities are prior to formal solicitation by an agency and are specifically limited to the merits of the matter:

(I) Discussing with an agency (including individual demonstration) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and

(II) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(c) Agreement. In accepting any contract, grant, cooperative agreement, or loan resulting from this solicitation, the person submitting the offer agrees not to make any payment prohibited by this clause.

(d) Penalties. Any person who makes an expenditure prohibited under paragraph (b) of this Section 42 shall be subject to civil penalties as provided for by

31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(e) Cost Allowability. Nothing in this clause is to be interpreted to make allowable or reasonable any costs which would be unallowable or unreasonable in accordance with Part 31 of the Federal Acquisition Regulation (FAR), or OMB Circulars dealing with cost allowability for recipients of assistance agreements. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any of the provisions of FAR Part 31 or the relevant OMB Circulars.

SUPPLEMENTAL CLAUSE 12. LIENS

The Contractor is prohibited from placing a lien on the Authority's property. This prohibition shall apply to all subcontractors.

SUPPLEMENTAL CLAUSE 13. NO BRIBE, KICKBACK OR OTHER INDUCEMENT

Contractor represents to NYCHA and hereby covenants that Contractor has not and will not engage in any scheme or practice that seeks to solicit, pay or receive as payment, or to deliver to anyone, any sum or thing of value (including, without limitation, the performance of any service) that may constitute or be construed as a bribe, kick-back, or other inducement that in any manner may prejudice NYCHA's interests or compromise the duty owed by anyone to NYCHA. Contractor acknowledges that NYCHA is relying upon this representation and covenant as a material inducement to enter into the Contract with Contractor.